

CONTRACT FOR SERVICES

This CONTRACT FOR SERVICES, by and between **Jackson Hole Travel and Tourism Board**, (hereinafter referred to as **TTB**) and **TETON COUNTY, WYOMING** hereinafter referred to as "Contractor," and is effective the **1st** day of **July, 2023**.

WHEREAS, Teton County has entered into a contract with IBI Group to develop an Emerging Mobility Action Plan and Mobility Hub Study that will serve not only residents but also visitors to our community; and

WHEREAS, the Jackson Hole Travel and Tourism Board have determined that assisting to fund the Emerging Mobility Action Plan and Mobility Hub Study will assist in improving the visitor experience to our community; and

WHEREAS, the contract with IBI Group is for \$158,000.00. Jackson Hole Travel and Tourism Board will be providing \$86,000.00 through this contract with Teton County. The Town of Jackson and Teton County will be paying the difference.

Article 1. Statement of Work

Contractor shall provide professional services to the TTB as more fully described below:

Develop an Emerging Mobility Action Plan and Mobility Hub Study

Article 2. Compensation

The Contract Amount for the services provided in Article 1 shall be **\$86,000.00**.

Article 3. Payment

The amount of compensation shall not vary in any way whatsoever as a result of the time of day the services are performed or the number of hours during which services are performed in any given period of time. Contractor shall not receive compensation in excess of the above amount without the prior written approval of the County. Contractor shall submit invoices to the TTB for services, and shall be supported by appropriate documentation of services performed. Upon receipt of a satisfactory invoice, the TTB will remit payment to the Contractor within thirty (30) days. TTB may examine all records and accounts of Contractor during reasonable hours for the period ending one (1) year after termination of this agreement in order to audit and verify aforementioned charges.

Article 4. Term and Termination

The terms of this Contract shall commence on **July 1, 2023** and shall terminate on **June 30, 2024**. Contractor or TTB may terminate this Agreement at any time; provided, however, that all compensation earned or costs incurred prior to such termination shall be payable to Contractor.

Article 5. Contractor's General Duties

Contractor shall be responsible for maintaining its own office facilities and will not be provided with either office facilities or secretarial support by the County. Contractor shall provide supplies, operating expenses, such as utilities and telephone, staff salaries and benefits, liability insurance, including professional liability insurance, equipment, except hardware and software purchased by County, and travel and training costs.

Article 6. Independent Contractor Status

It is understood and agreed that Contractor will provide the services under this Agreement on a professional basis and as an independent contractor and that during the performance of the services under this Agreement, Contractor's employees will not be considered employees of the TTB within the meaning or the applications of any federal, state, or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, worker's compensation, industrial accident, labor, or taxes of any kind. Contractor's employees shall not be entitled to benefits that may be afforded from time to time to TTB employees, including without limitation, vacation, holidays, sick leave, worker's compensation, and unemployment insurance. Further, the TTB shall not be responsible for withholding or paying any taxes or social security on behalf of Contractor's employees. Contractor shall be fully responsible for any such withholding or paying of taxes or social security.

Article 7. Trademark and Trade Name

This Agreement does not give either Party any ownership rights or interest in the other Party's trade name or trademarks.

Article 8. Workers Compensation and Other Insurance

Contractor shall comply with the Worker's Compensation laws of the State of Wyoming.

Article 10. Nondiscrimination

The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Statutes §27-9-105 et seq.), the Americans with Disabilities Act (ADA) 42 U.S.C. 12101, et seq., and the Age Discrimination Act of 1975. The Contractor shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin or disability in connection with the performance of this contract.

Article 11. General Provisions

- A. Entire Agreement. This Agreement represents the entire and sole agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, understanding, representation, or consulting agreements whether written or oral. This Agreement cannot be modified, changed, or amended, except in writing signed by the Parties.
- B. Waiver. The failure of either Party to require performance by the other of any provision hereof shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of a breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.
- C. Relationship. Nothing herein contained shall be construed to imply a joint venture, partnership, or principal-agent relationship between Contractor and the County; and neither Part shall have the right, power, or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed in writing.
- D. Assignment and Delegation. Neither Party shall assign or delegate this Agreement or any rights, duties, or obligations hereunder without the express written consent of the other. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives, and assignees of the Parties hereto.

- E. Severability. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as provided above, as the case may be.
- F. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wyoming.
- G. Paragraph Headings. The paragraph headings set forth in this Agreement are for the convenience of the Parties, and in no way define, limit, or describe the scope or intent of the Agreement and are to be given no legal effect.

Article 12. Notice

For purposes of this agreement, any notice shall be deemed properly sent and received when sent by certified mail with return receipt requested to the parties at the following addresses:

Teton County
P.O. Box 1727
Jackson, WY 83001

TTB
P.O. Box 1727
Jackson, WY 83001

Until or unless changed by one party giving written notice of such change of address to the other party.

Approval and Execution

IN WITNESS WHEREOF the parties have executed this agreement on this ____ day of _____, 20____.

Jackson Hole Travel and Tourism

Erik Dombroski, Chairman
Jackson Hole Travel and Tourism Board

Attest:

Julie Calder, Secretary
Jackson Hole Travel and Tourism Board

Teton County

Luther Propst, Chairman
Teton County Board of County Commissioners

Attest:

Maureen E. Murphy
Teton County Clerk