CONTRACT BETWEEN
STATE OF WYOMING, DEPARTMENT OF STATE PARKS AND CULTURAL RESOURCES, DIVISION OF STATE PARKS, HISTORIC SITES AND TRAILS
AND
BONNEVILLE COUNTY, IDAHO

1. **Parties.** The parties to this Contract are State Of Wyoming, Department Of State Parks And Cultural Resources, Division of State Parks, Historic Sites and Trails 2301 Central Ave, Barrett Building, 4th floor, Cheyenne, WY 82002, (AGENCY), and, Bonneville County 605 N. Capital Ave., Idaho Falls, Idaho 83402, (CONTRACTOR).

2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the CONTRACTOR shall provide snowmobile trail grooming services for the area between Alpine, Wyoming and the Idaho/Wyoming state line; hereinafter referred to as the Bonneville/I Trail.

3. **Term of Contract and Required Approvals.** This Contract is effective when all parties have executed it and all required approvals have been granted (Effective Date). The term of the Contract is one (1) year from the date of signature. This contract shall be automatically renewed each year, for up to four (4) additional years, if not otherwise terminated in writing thirty (30) days prior to the renewal date.

By law, contracts for professional consultant or other services must be approved as to form by the Attorney General and approved by A&I Procurement, Wyo. Stat. § 9-1-403(b)(v), and all contracts for services costing over one thousand, five hundred dollars ($1,500.00) must be approved by the Governor or his designee, Wyo. Stat. § 9-2-1016(b)(iv).

4. **Payment.** No payment shall be made by either party to the other party as a result of this Contract.

5. **Responsibilities of THE CONTRACTOR.** THE CONTRACTOR agrees to:

A. Provide complete snowmobile trail grooming services for the Bonneville/I Trail approximately seven (7) miles of snowmobile trails. The Bonneville/I Trail is located on the map in attachment A, which is attached to and made a part of this Contract by this reference. The normal trail grooming schedule, dependent upon adequate snow conditions and trail usage, will provide an average of two (2) grooming repetitions per week for this area.

6. **Responsibilities of THE AGENCY.** THE AGENCY agrees to:

A. Pursuant to W.S. 31-2-409 (f), waive the non-resident snowmobile user fee prescribed by W.S. 31-2-409 (a)(ii) for the Bonneville/I Trail designated snowmobile trail area between Alpine, Wyoming and the Idaho/Wyoming state line which is groomed by the CONTRACTOR pursuant to this agreement.
B. Ensure that the Bonneville/I Trail is correctly and effectively signed.

7. **Special Provisions.** The AGENCY shall have the right to monitor all Agreement related activities of the CONTRACTOR and all subcontractors. This shall include but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe all the CONTRACTOR personnel in every phase of performance of Agreement related work.

8. **General Provisions.**

A. **Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.

B. **Applicable Law/Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

C. **Assignment/Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The CONTRACTOR shall not use this Contract, or any portion thereof for collateral for any financial obligation without the prior written permission of the AGENCY.

D. **Audit/Access to Records.** The AGENCY and its representatives shall have access to any books, documents, papers, electronic data and records of the CONTRACTOR which are pertinent to this Contract.

E. **Availability of Funds.** Each payment obligation of the AGENCY is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the AGENCY at the end of the period for which the funds are available. The AGENCY shall notify the CONTRACTOR at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the AGENCY in the event this provision is exercised, and the AGENCY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the AGENCY to terminate this Contract to acquire similar services from another party.

F. **Award of Related Contracts.** The AGENCY may award supplemental or successor contracts for work related to this Contract. The CONTRACTOR shall cooperate fully with other contractors and the AGENCY in all such cases.
G. **Certificate of Good Standing.** The CONTRACTOR shall provide to the AGENCY a Certificate of Good Standing verifying compliance with applicable unemployment insurance and workers’ compensation programs before and during performing work under this Contract, if applicable.

H. **Compliance with Laws.** The CONTRACTOR shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.

I. **Confidentiality of Information.** Unless otherwise required by law all documents, data compilations, reports, computer programs, photographs, data and other work provided to or produced by the CONTRACTOR in the performance of this Contract shall be kept confidential by the CONTRACTOR unless written permission is granted by the AGENCY for its release. If and when the CONTRACTOR receives a request for information subject to this Contract, the CONTRACTOR shall notify the AGENCY within ten (10) days of such request and not release such information to a third party unless directed to do so by the AGENCY.

J. **Entirety of Contract.** This Contract, consisting of seven (7) pages, and Attachment A, Bonneville County – I Trail map consisting of one (1) page, represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

K. **Ethics.** The CONTRACTOR shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, et seq.) and any and all ethical standards governing the CONTRACTOR’s profession.

L. **Extensions/Renewals.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be initiated by the AGENCY and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Contract or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Contract.

M. **Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to
perform is beyond the control and without the fault or negligence of the nonperforming party.

N. **Indemnification.** Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.

O. **Independent Contractor.** The CONTRACTOR shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the CONTRACTOR shall be free from control or direction over the details of the performance of services under this Contract. The CONTRACTOR shall assume sole responsibility for any debts or liabilities that may be incurred by the CONTRACTOR in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the CONTRACTOR or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on the behalf of the State of Wyoming or the Agency. The CONTRACTOR agrees that no health/hospitalization benefits, workers’ compensation, unemployment insurance and/or similar benefits available to State of Wyoming employees will inure to the benefit of the CONTRACTOR or the CONTRACTOR’s agents and/or employees as a result of this Contract.

P. **Nondiscrimination.** The CONTRACTOR shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 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 and/or any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this agreement.

Q. **Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail or delivery in person at the addresses provided under this Contract.

R. **Ownership and Destruction of Documents/Information.** The AGENCY owns all documents, data compilations, reports, computer programs, photographs, data and other work provided to or produced by the CONTRACTOR in the performance of this Contract. Upon termination of services, for any reason, the CONTRACTOR agrees to return all such original and derivative information/documents to the AGENCY in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon the AGENCY’s verified receipt of such information, the CONTRACTOR agrees to physically and electronically destroy any residual
AGENCY-owned data, regardless of format, and any other storage media or areas containing such information. The CONTRACTOR agrees to provide written notice to the AGENCY confirming the destruction of any such residual AGENCY-owned data.

S. **Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed under the terms of this Contract, and the Wyoming State Auditor shall not draw warrants for payment on this Contract until this Contract has been reduced to writing, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

T. **Publicity.** Any publicity given to the projects, programs or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the CONTRACTOR, shall identify the AGENCY as the sponsoring AGENCY and shall not be released without prior written approval from the AGENCY.

U. **Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

V. **Sovereign Immunity.** The State of Wyoming and the Agency do not waive sovereign immunity by entering into this Contract and specifically retain all immunities and defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity. The CONTRACTOR does not waive governmental immunity.

W. **Taxes.** The CONTRACTOR shall pay all taxes and other such amounts required by federal, state, and local law, including but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.

X. **Termination of Contract.** This Contract may be terminated, without cause, by the AGENCY or CONTRACTOR upon thirty (30) days written notice. This Contract may be terminated by the AGENCY immediately for cause if the CONTRACTOR fails to perform in accordance with the terms of this Contract.

Y. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not
9. **Signatures.** The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

The Effective Date of this Contract is the date of the signature last affixed to this page.

**AGENCY:**
DEPARTMENT OF STATE PARKS AND CULTURAL RESOURCES, DIVISION OF STATE PARKS, HISTORIC SITES AND TRAILS

RON MCKINNEY, Trails Program Manager

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Date

**CONTRACTOR:**
BONNEVILLE COUNTY, IDAHO

Roger S Christensen

ROGER CHRISTENSEN, Bonneville County Commission Chairman

Roger S Christensen

10/3/16

Date

**ATTORNEY GENERAL’S OFFICE: APPROVAL AS TO FORM**

Samantha Caselli, Assistant Attorney General

Samantha Caselli, #155619

9/15/16

Date
September 22, 2016

June Willsey  
Bonneville County  
Parks and Recreation  
605 N Capital Ave  
Idaho Falls, ID 83402  
(208)538-7285

Ms. Willsey:

Enclosed are (3) three originals of the contract which has been signed on behalf of the Wyoming State Attorney General. Please have both originals signed and return to Ron McKinney, Trails Program Manager at the address below for signature. Two fully executed copies with original signatures will be returned for your files.

Ron McKinney  
Trails Program Manager  
P. O. Box 1429  
Lander, WY 82520

Sincerely,

[Signature]

Louisa Lopez  
OHV Grants Manager