

# Board of County Commissioners

# Staff Report

## Matters from Staff

**Meeting Date:** November 15, 2016

**Presenter:** Steve Ashworth

**Submitting Dept:** Teton County/Jackson Parks & Rec.

**Subject:** Cache Creek grooming contract

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### **Statement / Purpose:**

The purpose of this item is to seek approval to award the contract for winter grooming services for Cache Creek trail up to Noker Draw, 5.2 miles one way, for the winter 2016-17 season.

### **Background / Description (Pros & Cons):**

Teton County/ Jackson Parks and Recreation Department has been grooming, in house, the following areas: Cache Creek, Game Creek, Emily's Pond levee, High School Fields, Wilson Centennial Pathway and Wayne May Park in prior years. These areas have been very successful in creating an avenue for safe and accessible outdoor recreation for Teton County residents and visitors to our community. Through our annual winter use survey it was discovered that additional grooming further up Cache Creek was a high priority for outdoor recreational users in the community. The new grooming request will take place on Mondays and will extend 5.2 miles up Cache Creek drainage to Noker Draw. This will extend the area of maintained cross country trail access by 3 additional miles to what was done in the past. The staff recognizes the benefit of creating additional miles of cross country trails in our community to keep up with increased usage requests and impacts on our current grooming scope. The addition of trail grooming beyond last year's scope up Cache Creek is a viable and safe option to meet the needs and requests of the community. Cache Creek sees the most usage of all the trails in our community and is the most easily accessible "back country" access point for local residents. The Teton Count/Jackson Park and Recreation Department has only one full sized Piston Bully to address the needs of the community. The current Piston Bully is of the size that creates a safety hazard with respect to the size of the road up Cache Creek and has slid off the trail in year's past when trying to groom the additional Cache Creek drainage we are requesting for the coming season. This poses a threat to the safety of our staff and equipment. The contractor we would like to use for the grooming, Bushong Property Services, has a Pawns Piston Bully which is smaller and more nimble than the departments Piston Bully, making it safer and more efficient to groom the upper Cache Creek area. Grooming will only take place in LOW or MODERATE Avalanche danger to ensure the safety of the operator, skiers and equipment.

### **Statement of Strategic Intent addressed by this item (Identify BCC goals accomplished/addressed)**

This project supports the Vibrant Community strategic intent by providing outdoor recreation opportunities and safe commuter avenues for the residents and visitors to Teton County and providing services to ensure personal and community safety.

### **Attachments:**

This contract was sole sourced due to the limited available of contractors with the appropriate equipment to safely and effectively perform the services needed:

<b><u>Contractor</u></b>	<b><u>Cache Creek plowing to Noker Draw</u></b>
Bushong Property Services	\$180/hour

### **Fiscal Impact:**

The season cost is estimated to be no more than 4 hours per grooming loop up Cache Creek at a rate of \$180/hr. Costs for the season is not to exceed \$9,360 for the winter season 2016/2017.

**Staff Impact:**

Contract management and oversight will be conducted by Teton County / Jackson Parks and Recreation Department.

**Legal Review:**

Yes-Keith Gingery, Teton County Attorney

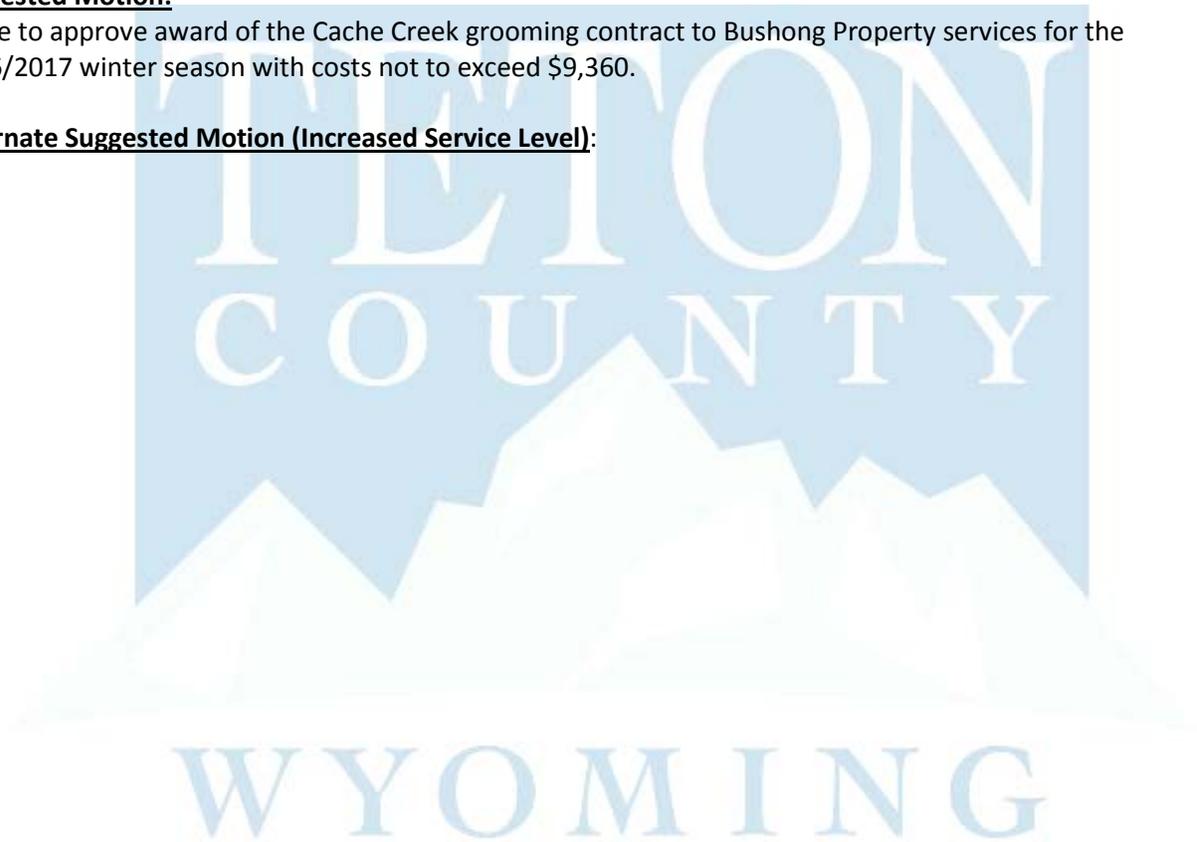
**Recommendation:**

The director concurs with the TCJPR staff in recommending the award of the contract for grooming services up to Noker Draw and back, 10.4 miles, for the winter season 2016/2017.

**Suggested Motion:**

Move to approve award of the Cache Creek grooming contract to Bushong Property services for the 2016/2017 winter season with costs not to exceed \$9,360.

**Alternate Suggested Motion (Increased Service Level):**





## INDEPENDENT CONTRACTOR AGREEMENT

Agreement made effective the 10<sup>th</sup> day of November, 2016, by and between TETON COUNTY, WYOMING, hereinafter referred to as “County” and Bushong Property Services of Jackson Wyoming, hereinafter referred to as “Contractor”.

1. **ENGAGEMENT OF SERVICES.** County hereby hires and engages Contractor, subject to the remaining terms and conditions of this agreement, to perform the following type of services: Cache Creek trail grooming, as set forth more fully below and Contractor, by execution hereof, hereby accepts and agrees to comply with the terms and perform all of the conditions set forth herein. All said work shall be performed to the sole and complete satisfaction of the County.
2. **TERM.** The term of this agreement shall commence on December 15, 2016, and shall terminate on March 15, 2017, unless terminated sooner by either party.
3. **COMPENSATION.** County agrees to pay Contractor, as full compensation for all services provided hereunder, compensation in the amounts based upon the schedules shown in Schedule A – Scope of Work attached hereto and made a part hereto. 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 numbers of hours during which services are performed in any given period of time. Contractor shall present appropriate invoices to Teton County Parks and Recreation Department on or before the first of each month for the services previously performed.
4. **PAYMENT.** The method of payment to the Contractor shall be governed by the practices of the County and legally mandated budgetary, accounting and payment procedures. The County shall pay said compensation within 30 days of receipt of invoices. The County may examine all records and accounts of the Contractor during reasonable hours for a period ending one (1) year after termination of this agreement in order to audit and verify the aforesaid charges.
5. **RELATIONSHIP OF PARTIES.** Contractor represents that the individual is customarily engaged in an independent trade, occupation, profession or business. The parties to this Agreement intend that the relation between them created by

this contract is that of employer-independent contractor. Neither Contractor nor its employees are to be considered as an agent, employee or servant of County. County is interested only in the results obtained under this contract; the manner and means of conducting the work and time at which it is performed are under the sole control of the Contractor. None of the benefits provided by County to its employees, including but not limited to compensation insurance and unemployment insurance, are available from County to Contractor or its employees or subcontractors, nor shall County withhold, deduct or pay any federal, state or local withholding tax, FICA, or unemployment or workmen's compensation taxes or withholdings. The compensation set forth above is based upon this relationship and shall be adjusted accordingly in the event Contractor should ever contend that its relationship to County is otherwise than stated here.

6. ASSIGNMENT. This agreement may not be assigned by Contractor nor subcontracted, nor may be services be performed by any entity other than Contractor without prior written consent of County.
7. INDEMNITY. Contractor agrees to indemnify and hold County harmless from any and all claims, damages, costs, liability or expenses (including attorneys fees and costs) arising out of the performance of the work.
8. TERMINATION. The parties agree that this agreement may be terminated by either party upon thirty (30) days notice, or by the sole discretion of County, with such shorter notice as is appropriate in event of:
  - a. The substantial failure of Contractor to perform as required;
  - b. The discovery that Contractor has made a material misrepresentation regarding its qualifications or ability to perform this agreement or the gross incompetence of Contractor;
  - c. The threat of damage to County's property or the security of its property, personnel or information;
  - d. Dishonesty or criminal or gross misconduct of Contractor or its employees or subcontractors.
9. WORKERS COMPENSATION. Contractor shall comply with the Worker's Compensation Laws of the State of Wyoming.
10. LIABILITY INSURANCE. Contractor shall keep and maintain general liability insurance insuring against personal injury, death, and property damage. Contractor will provide County with a certificate of insurance naming Contractor and County as additionally insured and having combined single limit coverage of not less than \$1,000,000(one million) dollars. Such policies cannot be canceled during the term of the agreement.
11. OTHER TERMS. Must meet all U.S. Forest Service guidelines, standards, laws and permitting requirements.

12. ENTIRE AGREEMENT. This agreement together with its schedules and exhibits attached hereto contains the entire agreement between the parties, and may not be changed orally, but only by agreement in writing signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought.

13. SCHEDULE OF WORK TO BE PERFORMED. See Schedule A attached.

14. SCHEDULE OF COMPENSATION. The Payment terms are as follows. See Schedule A attached.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the day and year first above written.

TETON COUNTY, WYOMING

By: \_\_\_\_\_  
Authorized Signature

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

CONTRACTOR:

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

## SCHEDULE A – SCOPE OF WORK

### CACHE CREEK GROOMING

CONTRACTOR: Bushong Property Services

AGREEMENT: Cache Creek Grooming Contract – Winter Season 2016/2017

TERMS FOR GROOMING ARE AS FOLLOWS:

1. The contractor shall groom a ski and access trail on the Cache Creek Forest Service Road on the Bridger Teton National Forest from the parking lot off Cache Creek Drive to Noker Mine/Draw turnaround. The length of the trail is approximately **5.2** miles.
2. Grooming will consist of packing the snow on the trail to a width of at least 10 feet where possible, smoothing the surface for skate skiers, walkers snowmobilers and laying one (1) set of ski tracks along one side of the trail for classic, diagonal Nordic skiing.
3. The grooming contract will start **December 15, 2016** (snow depth permitting) and end on **March 15, 2017**. Grooming will be scheduled for Mondays. However, if weather conditions exist that make it ineffective to groom at that time, the schedule will be either moved up or set back at the discretion of the contractor by no more than one day.
4. The contractor will be responsible for maintenance to signs relating to the grooming program.
5. The contractor will submit monthly reports to the Department indicating miles groomed, dates and hours groomed and any other noteworthy information relating to the grooming program.
6. Payment is to be billed on an hourly basis at \$180.00 per hour, rounded to the nearest 1/4 hour. Invoices for completed work shall be submitted for payment at the end of each month. Invoices shall include detail for days and hours worked.
7. The contract requires grooming no more than (4) hours one time per week for 13 weeks. The contract shall not exceed **\$9,360.00** for the season.
8. The contractor will communicate to the Department immediately when the grooming schedule cannot be adhered to for reasons such as weather conditions, mechanical breakdowns, etc.

9. The contractor will communicate with the Forest Service as requested and obey all Forest Service rules and regulations. The contractor will provide good public relations to all trail users and representatives of other agencies.
10. In order to satisfy the contract, the contractor will be expected to provide, at his own expense, equipment maintenance, equipment parts, tools, fuel and equipment towing outfit. Trail signage will be provided by other sources.
11. The monthly bill for grooming shall be emailed or mailed to:

Teton County/Jackson Parks and Rec. Dept  
P.O. Box 811  
Jackson, WY 83001  
Attn: Andy Erskine  
Aerskine@tetonwyo.org