



**BOARD OF COUNTY
COMMISSIONERS**



TOWN COUNCIL

JOINT INFORMATION MEETING AGENDA DOCUMENTATION

PREPARATION DATE: December 1, 2016

MEETING DATE: December 5, 2016

SUBMITTING DEPARTMENT: Administration

DEPARTMENT DIRECTOR: Bob McLaurin & Alyssa Watkins

PRESENTER: Carl Pelletier & Rich Ochs

SUBJECT: 2017 Total Solar Eclipse Special Event Coordinator

STATEMENT/PURPOSE

The purpose of this workshop item is to consider hiring a Total Solar Eclipse Coordinator.

BACKGROUND/ALTERNATIVES

On August 21, 2017, a Total Solar Eclipse (TSE) will cross the United States. A large portion of Teton County is in the path of totality for the TSE. This, combined with the proximity of unique natural wonders and other tourist amenities makes Jackson a premier destination for those wishing to view the eclipse. This astrological phenomenon has the potential to be the single largest special event to occur in Teton County's history, and will require significant planning and commitment of resources to ensure health and human safety during this memorable event.

The effort anticipated to coordinate and monitor county-wide special events as well as to provide important information for residents, businesses and visitors exceeds the current personnel resources employed by the Town and County.

Town and County staff request the consideration of retaining a 2017 Total Solar Eclipse Special Events Coordinator to assist Town and County staff in managing the potential impact resulting from this event. Staff does not feel that there is a need to promote this event during a time when this community is experiencing tourism capacity, rather an Eclipse Special Events Coordinator would provide valuable management, information and coordination within the community for visitors, residents, staff, businesses and local agencies. This position would work with an advisory board composed of Town and County staff.

On November 7, 2016 the Teton County Board of Commissioners was presented with information regarding this topic during a County Commissioners Meeting. On November 21, 2016 the Jackson Town Council was provided with information regarding this topic during a Town Council Workshop.

Staff recommends that the Town Council and the County Commissioners authorize Town and County staff to release a Request for Qualifications for services related to the coordination of special events surrounding the 2017 Total Solar Eclipse, to direct the Town Manager and the County Commissioner's Administrator to select a

qualified individual for this purpose, to authorize a Contract for Services for the 2017 Total Solar Eclipse Special Event Coordination in an amount not to exceed \$50,000 (to be split 50/50 by the Town and County) subject to any corrections by the Town and County Attorneys, to authorize the Mayor of Jackson and the Chair of the Teton County Commissioners to execute that contract on behalf of the Town of Jackson and Teton County and additionally authorize an additional \$50,000 (to be split 50/50 by the Town and County) for operational and capital expenses related to coordination of this event.

The Town Council and County Commissioners have several options available to consider in regards to the coordination of special events surrounding the Total Solar Eclipse. Several options are listed below:

1. Staff recommends that the Jackson Town Council and the Teton County Board of County Commissioners:
 - a. Approve Town and County staff to release a Request for Qualifications for services related to the coordination of special events surrounding the 2017 Total Solar Eclipse;
 - b. to direct the Town Manager and the County Commissioner's Administrator to select a qualified individual for this purpose;
 - c. to authorize a Contract for Services for the 2017 Total Solar Eclipse Special Event Coordination in an amount not to exceed \$50,000 (to be split 50/50 by the Town and County) subject to any corrections by the Town and County Attorneys; and
 - d. to authorize the Mayor of Jackson and the Chair of the Teton County Commissioners to execute that contract on behalf of Teton County and the Town of Jackson and additionally authorize an additional \$50,000 (to be split 50/50 by the Town and County) for operational and capital expenses related to coordination of this event.
2. The Town Council and Teton County Commissioners may wish to discuss the topic of special event coordination, make changes as deemed necessary to the Agreement for Services, Scope of Work and Budget. Once these amendments are made the Council and Commissioners could make a motion to approve these changes.
3. The Town Council and Teton County Commissioners may wish to discuss the topic of special events coordination and move to continue the item to a future JIM. Upcoming JIM meetings include a tentative special JIM on December 15, 2016 and a regular JIM on January 9, 2017.
4. The Town Council and Teton County Commissioners may wish to discuss the topic of special event coordination and make a motion as listed in option #1 and vote against this motion.
5. Other.

[ATTACHMENTS](#)

Draft of Agreement for Services. Draft of Scope of Work. Draft of Budget

[FISCAL IMPACT](#)

The recommended compensation for this position would be \$50,000. The recommended operating budget allocated for this position would be \$50,000 to be used for operational and capital expenses related to the coordination of this event. Consideration of funding from the County with money available from the Lodging Tax to address visitor impact services. Consideration of funding from the Town with money available from the general fund. Examples of expenses include design and maintenance of a website to act as the one site for accurate information surrounding the eclipse in Teton County, educational efforts (transforming the Home Ranch Welcome Center into the 2017 TSE Information Center during this event), resources such as port-potties for a community viewing event, and outside consulting fees to name a few.

STAFF IMPACT

Town and County Attorney time to draft and review Contract for Services. Town of Jackson Special Event Coordinator time to coordinate this position. Time of Town and County staff to be present for advisory meetings to assist with guiding the direction of this position.

LEGAL REVIEW

Town and County legal staff have not reviewed this item. Any Contract for Services would need to be reviewed by both the Town and County Attorneys.

RECOMMENDATION

Staff recommends that a Request for Qualifications be advertised and Contract for Services Agreement be drafted to fill the position of 2017 Total Solar Eclipse.

Staff recommends that \$50,000 be allocated in compensation for this position as well as \$50,000 in operating budget to be used for operational and capital expenses related to the coordination of this event. Staff recommends that funding of this operation be split evenly between the Town and the County.

Staff recommends that the Jackson Town Manager and the Teton County Commissioner's Administrator interview potential candidates and select a qualified individual with a start date of no later than February 1, 2017 with an end date of no sooner than September 15, 2017.

Staff recommends that the position of 2017 Total Solar Eclipse Coordinator report directly to the Special Events Coordinator for the Town of Jackson.

SUGGESTED MOTION

Should the Town Council and County Commission be ready to take action on this item, possible motions are listed below. Please note that staff is recommending a total of \$50,000 for the Contract for Services and \$50,000 for the operational and capital expenses, but the motions are listed as \$25,000 for the contract and \$25,000 for the operational and capital from each agency.

Suggested Motion for the Board of Teton County Commissioners

I move to authorize County staff to work with Town staff to release a Request for Qualifications for services related to coordination of special events surrounding the 2017 Total Solar Eclipse, to direct the County Commissioner's Administrator to work with the Town Manager to select a qualified individual for this purpose, to authorize a Contract for Services for the 2017 Total Solar Eclipse Special Event Coordination in an amount not to exceed \$25,000 subject to any corrections by the County Attorney, to authorize the Chair of the County Commissioners to execute that contract on behalf of Teton County and additionally authorize an additional \$25,000 for operational and capital expenses related to coordination of this event.

Suggested Motion for the Jackson Town Council

I move to authorize Town staff to work with the County staff to release a Request for Qualifications for services related to coordination of special events surrounding the 2017 Total Solar Eclipse, to direct the Town Manager to work with the County Commissioner's Administrator to select a qualified individual for this purpose, to authorize a Contract for Services for the 2017 Total Solar Eclipse Special Event Coordination in an amount not to exceed \$25,000 subject to any corrections by the Town Attorney, to authorize the Mayor of the Jackson Town Council to execute that contract on behalf of the Town of Jackson and additionally authorize an additional \$25,000 for operational and capital expenses related to coordination of this event.

**Contract for Services
2017 Total Solar Eclipse
Special Event Coordinator**

DRAFT: This draft scope of work needs to be reviewed and approved by the Town Manager, County Commissioner's Administrator, Town Attorney and County Attorney to ensure it meets their intent.

MANAGEMENT CONTRACT

AGREEMENT FOR SERVICES

This Management Contract and Agreement for Services (the "Agreement") is entered into on this _____ day of _____, 2017 (hereinafter referred to as the "Effective Date") by and between Town of Jackson, Teton County and _____ who is an independent contractor (hereinafter referred to as "Coordinator").

Witnesseth:

WHEREAS, a Total Solar Eclipse will pass directly over Teton County on August 21, 2017. This astrological phenomenon has the potential to be the single largest special event to occur in Teton County's history, and is going to require significant planning and commitment of resources to ensure a safe and enjoyable special event; and

WHEREAS, the amount of coordination deemed necessary to effectively monitor special events and provide accurate information in a timely manner to the community and visitors requires professional services of an independent contractor acting as the 2017 Total Solar Eclipse Special Event Coordinator; and

WHEREAS, the Coordinator has substantial skill and experience in providing these types of professional services; and

WHEREAS, the Town of Jackson and Teton County desire to enter into an agreement with the Coordinator and the Coordinator desires to provide professional services as the 2017 Total Solar Eclipse Special Event Coordinator for the Town of Jackson and Teton County.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the terms and conditions set forth herein.

Article 1. Statement of Work

The 2017 Total Solar Eclipse Special Event Coordinator (hereinafter referred to as “Coordinator”) shall provide professional services to the Town of Jackson and Teton County (hereinafter referred to as “Work”), directed by the Jackson Town Manager and the Teton County Commissioner’s Administer and coordinated through the Town of Jackson’s Special Event Coordinator as more fully described and incorporated herein in the Scope of Work attached.

Article 2. Compensation and Payment

The Town and County agree to compensate and pay the Coordinator the sum of Fifty Thousand Dollars and No Cents (\$50,000.00) for the duration of the contract to be distributed on a monthly basis not to exceed September 15, 2017. This compensation would be for services and Work as defined more specifically in the Scope of Work, attached hereto and incorporated herein as Exhibit A. The number of hours worked to accomplish the tasks as outlined in the Scope of Work, are up to the Coordinator; however the total amount paid to the Coordinator shall not exceed Fifty Thousand Dollars and No Cents (\$50,000.00).

In addition to compensation for the services of the Coordinator, the Town and County agree to reimburse the Coordinator for expenses incurred which are ordinary and necessary to perform the services and Work required by the agreement. Mileage will be reimbursed for travel required outside the Town of Jackson, Wyoming at the standard IRS mileage rate. The Coordinator shall seek preauthorization from the Town Manager and County Commissioner’s Administrator for any proposed travel, meals, and/or expenses outside Teton County, Wyoming. The Coordinator is eligible for reimbursement of meals and other expenses, excluding alcohol, if ordinary and necessary to accomplish the Work as required by this agreement. All requests for reimbursement must include an itemized original receipt to document actual expenses incurred. Contractor is personally responsible for these expenses until valid receipts are presented for proper reimbursement. The Town and County may assign the Coordinator with a credit or debit card in order to pay for these ordinary and necessary expenses. The Coordinator’s miscellaneous or incidental expenses will not be reimbursed by the Town or County.

Article 3. Term and Termination

The terms and conditions of this agreement shall commence on the Effective Date of this agreement the duration of the term of the Agreement shall expire in approximately nine (9) months from the Effective Date. The Agreement shall not automatically renew. The Coordinator or the Town Manager and County Commissioner’s Administrator may terminate this agreement at any time by giving the other thirty (30) days prior written notice of termination; provided, however that all compensation earned or costs incurred prior to such termination shall be

payable to the Coordinator. The provisions of Articles 6, 7, and 8 shall survive termination or expiration thereof.

Article 4. Place of Performance and Ownership

The Coordinator shall be responsible for maintaining its own office facilities and will not be provided with either office facilities or secretarial support by the Town or County. The Coordinator shall supply at its own expense a computer and cell phone. The Town and County agree to provide at its own expense any necessary materials, supplies, equipment, and tools required to accomplish the Work agreed to be performed in accordance with this Agreement and Scope of Work. The Town and County Administrators may assign Coordinator with a credit or debit card for the purchase of ordinary and necessary materials, supplies, equipment or tools. The Town and County will maintain the expense of a dedicated phone number for the 2017 Jackson / Teton County Total Solar Eclipse.

Upon termination or expiration of this Agreement, the Coordinator shall promptly return all property of the Town and County to the appropriate entity which may include but is not limited to, a computer, printer, office supplies and all other materials, documents, books, files, data, programs, software and/or any other electronic medium to the Town and County as these are the sole property of the Town and County.

Article 5. Independent Contractor Status

It is understood and agreed the Coordinator will provide the services and Work under this Agreement on a professional basis and as an independent contractor and that during the performance of the services under this Agreement, any employee(s) of the Coordinator will not be considered employees of the Town of Jackson or of Teton County 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. Coordinator or its employee(s) shall not be entitled to benefits that may be afforded from time to time to employees of Teton County or the Town of Jackson including without limitation, vacation, holidays, sick leave, worker's compensation and unemployment insurance. Further, the Town and County shall not be responsible for any such withholding or paying of taxes or social security.

Article 6. Trademarks and Trade Name

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

Article 7. Indemnification

The Town of Jackson and Teton County shall indemnify, defend and hold harmless the Coordinator and its officers and employees from any and all lawsuits, losses, and liabilities arising from any act of omission or commission by the Town of Jackson and Teton County with respect to the Town of Jackson and Teton County's statutory duties and obligations. The Coordinator shall indemnify, defend and hold harmless the Town of Jackson and Teton County from any and all claims, lawsuit, losses and liability, including attorney fees, expenses, and any and all costs of litigation, arising out of the Coordinator's failure to perform any of the Coordinator's duties and obligations hereunder, and from any willful misconduct in performance of the Work that proximately causes injury to a third party.

Article 8. General Provisions

A. Entire Agreement

This Agreement represents the entire and sole agreement between Teton County, the Town of Jackson and the Coordinator with respect to the subject matter hereof and supersedes any and all prior negotiations, understanding and representation or consulting agreements whether written or oral. This Agreement cannot be modified, changed, or amended, except in writing, approved by the Town Manager and County Commissioner's Administrator and signed by the Coordinator and the Town Manager and County Commissioner's Administrator.

B. Waiver

The failure of either the Coordinator, the Town Administrator, or the County Commissioner's Administrator 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 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 inequity.

C. Relationship

Nothing herein contained shall be construed to imply a joint venture, partnership or principal-agent relationship between the Coordinator and Teton County and the Town of Jackson; and neither party 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 has 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. Disputes will be adjudicated in Teton County, Wyoming or in the District 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.

H. Declaration by Independent Contractor

The Coordinator declares and states that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the Work to be performed under this Agreement.

I. Third Party Beneficiary

Parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such.

J. Governmental Immunity

Teton County and the Town of Jackson do not waive governmental immunity by entering into this Agreement, and fully retain all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.

K. Ethics and Standards

Coordinator shall conform to all federal, state, local, and applicable laws and regulations, and to the highest business ethics in performing its obligations in accordance with the terms of this Agreement.

L. Counterparts

This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Article 9. Notice

For the 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:

Town of Jackson
P.O. Box 1687
Jackson, WY 83001

Teton County
PO Box 3594
Jackson, WY 83001

“Coordinator”
TBD
TBD

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

Article 10. Authority

Teton County and the Town of Jackson represents and warrants to Coordinator that Teton County and the Town of Jackson has the statutory or other legal authority to retain Coordinator’s services and to enter into and preform all of the obligations described in this Agreement. This representation and warranty shall survive the expiration or termination of this Agreement.

APPROVAL AND EXECUTION

IN WITNESS WHEREOF the parties have executed this agreement on this _____ day of _____, 2017.

Town of Jackson – Town Council

Sara Flitner, Mayor

Teton County - Board of County Commissioners

Barbara Allen – Chair

Attest:

Exhibit A

Scope of Work 2017 Total Solar Eclipse Special Event Coordinator

DRAFT: This draft scope of work needs to be reviewed and approved by the Town Manager and County Commissioner's Administrator to ensure it meets their intent.

Education and Outreach

1. Develop an event website providing general information about the eclipse as well as information about permissible areas to view, safe solar viewing, eclipse education, events planned in the Town and County, travel and transportation, parking and accommodations. Work with local land management agencies, law enforcement, fire department, businesses, public operations and other departments and agencies to disseminate important information regarding safety and preparedness.
2. Establish a toll-free informational phone line and an email account to assist visitors with questions about the eclipse.
3. Develop a logo design for the 2017 Total Solar Eclipse.
4. Establish a social media presence including, but not limited to, Facebook and Twitter.
5. Regularly coordinate the public relations and social media efforts to communicate activities - issuing a minimum of 10 press releases and bi-weekly website updates. Use local media to update the community and portray positive stories about planned activities, preparedness issues, and safety concerns.
6. Set up and coordinate any community events and outreach efforts that are determined worthwhile or necessary for promoting health and human safety. Developing messaging, advertising, and presentation materials. Examples may include establishing educational booths at the People's Markets and Farmer's Markets, coordinating a community solar eclipse viewing area, etc.
7. Work with local businesses to provide information and promote preparedness for the eclipse. Develop presentations that will be used for outreach. Schedule presentations with the Chamber of Commerce, local business and business groups.
8. Develop and schedule educational presentations for the general public in the community focusing on preparedness and safety. Work with organizations such as schools, social groups, library, hospital, recreation center,
9. Transform the Home Ranch Welcome Center into the 2017 Total Solar Eclipse Information Center prior to the event.

10. Develop education resources such as area maps, phone apps, information tailored to international visitors, etc.
11. Work with other Solar Eclipse Coordinators from surrounding communities to ensure coordination of events and information.

Emergency Services Support

1. Provide information on estimated visitation numbers for the event.
2. Create a master database of planned events in the county, both public and private.
3. Attend and participate in all Emergency Services meetings relating to the Solar Eclipse.

Volunteers

1. Identify, train and coordinate volunteers to assist with planning and educational efforts as needed.

Budgeting

1. Develop a proposed budget to be reviewed and approved by the Teton County Administrator and the Jackson Town Manager.
2. Maintain a running balance of operational funds available and list the specific projects to date that have been completed.
3. Prepare a list of potential projects for the remaining operational funds.
4. Facilitate and coordinate monthly Total Solar Eclipse advisory board meetings to review projects and present recommendations to Town Manager and County Administrator.

Town Administrator, County Administrator, Town Council, County Commission Updates

1. Provide weekly updates to the Town Manager and County Administrator.
2. Provide monthly updates to the Jackson Town Council and Teton County Commissioners.

Project Management (Measurable Objectives to be Set Once a Project is Identified)

1. Defining the objectives for any projects deemed appropriate.
2. Breaking down the objective into specific tasks it will take to meet the objective and setting target dates/milestone dates for individual steps within the project.
3. Due date for overall completion.

Administrative Duties

1. Coordinate and schedule bi-weekly meetings with a selected advisory board.
2. Prepare a calendar that contains dates, times and locations of all meetings and events involving the eclipse (advisory board, public outreach, business outreach, public events, etc...)
3. Within 48 hours of adjournment of an advisory board meeting, minutes are drafted and distributed to committee members, engaged Town, County and emergency service members.

Exhibit B

**Proposed Budget
2017 Total Solar Eclipse
Special Event Coordinator**

Contract for Services \$50,000
(February 1, 2017 – October 15, 2017)

Operating Expenses

Website Development & Maintenance	\$ 9,500	
Logo Design and Branding	\$ 2,000	
Informational Phone Line	\$ 1,000	
Outside Consultant Fees	\$ 2,500	
Town/County Sponsored Special Event	\$20,000	
Education and Outreach	\$10,000	
Advisory Committee Discretionary Fund	\$ 5,000	
		<u>\$50,000</u>

Total \$100,000

To be split:

50% Teton County (\$50,000)

50% Town of Jackson (\$50,000)