

**CONTRACT WITH INDEPENDENT CONTRACTOR
FOR NATURAL RESOURCE MANAGEMENT PLANNING SERVICES**

This Contract is made on the undersigned date, between _____, whose mailing address and other contact information is set forth below, herein referred to as Contractor, and the Board of County Commissioners in and for Crook County Wyoming, herein referred to as Crook County, its mailing address is P.O. Box 37, Sundance, WY 82729, herein referred to as County.

In consideration of the mutual covenants hereinafter set forth, Contractor and County agree as follows:

SECTION ONE

DESCRIPTION OF SERVICES

Contractor shall provide the following services and or materials to Crook County. These services and or materials shall include but are not limited to the following:

- 1.
- 2.

County shall provide the following services and or materials to Contractor. These services and or materials shall include but are not limited to the following:

- 1.
- 2.

SECTION TWO

CONTRACT PRICE AND PAYMENT

The County will pay the Contractor for the services set forth in SECTION ONE. The County shall pay the Contractor the following amounts:

- 1.
- 2.

SECTION THREE

SCHEDULE OF PAYMENTS

The Contractor may be paid on no more than a monthly basis. The Contractor shall submit an itemized voucher approved by the Administrator and delivered to the County Clerk by the 25th of each month in which services and or materials are provided. Payment will be made by the 10th of the month subject to the availability of funds from any source and approved by the Board of County

Commissioners.

**SECTION FOUR
SCHEDULE OF SERVICES**

The Contractor shall complete the services provided for in this contract during the schedule set up in this contract or between the Contractor and the Administrator.

**SECTION FIVE
ADMINISTRATION**

The undersigned administrator shall act as the Administrator of this contract and provide the general administration of this contract on behalf of the County. The County Clerk shall administer the accounting and payment for consulting services and or materials upon approval of the Board of County Commissioners. The Contractor shall administer the manner and means of completing the services.

**SECTION SIX
CONTRACT TERM**

The term of this contract shall run from _____ through _____ . The term may vary due to changes imposed by governmental action. Either Party may terminate this agreement upon thirty (30) days written notice as provided herein.

**SECTION SEVEN
INDEPENDENT CONTRACTOR**

The parties intend that an independent contractor relationship shall exist and be created by this contract.

1. The County is only interested in the results achieved, and the conduct and control of the work to be performed will lie solely with the Contractor. Contractor is not considered an employee of the County and is not entitled to any of the benefits of an employee of the County. The Contractor understands that the County does not agree to hire the Contractor exclusively and that the Contractor is free to contract for similar services with other parties subject to Section Nine below.
2. Each party to this contract shall be responsible for their own liability and may insure themselves accordingly.
3. Disputes and ambiguities in this agreement shall be settled by the court.
4. The Contractor shall be responsible for the acts of its officers, and employees for all suits,

actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property; on account of the operations of said Contractor, or on account of or as a consequence of any neglect, because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workman's Compensation Act," or any other law, ordinance, order, or decree.

5. The Contractor shall cover his employees pursuant to the "Workman's Compensation Act" and shall cover his employees with Unemployment Insurance.

6. The County may retain so much of the funds due the Contractor under and by virtue of this contract as may be considered necessary by the County to satisfy any liability listed in this contract if a claim is made against the County or, in case no money is due, the Contractor shall be personally liable. Funds due the Contractor may not be withheld when the Contractor produces satisfactory evidence that it is adequately protected by public liability, Wyoming Worker's Compensation, Wyoming Unemployment and/or property damage insurance for the Contractor's potential liability.

SECTION EIGHT

CONFLICTS OF INTEREST

The Contractor shall not engage in providing consultation or representation of clients, agencies, or firms which may constitute a conflict of interest which results in a disadvantage to the County. The Contractor shall notify the County of any potential or actual conflicts of interest arising during the course of the contract. The contract may be terminated by the County in the event a conflict arises. Termination of the contract will be subject to a mutual settlement of the accounts. In the event that the contract is terminated under this provision, the Contractor shall take steps to insure that all files, evidence, evaluation, and data are provided to the County. This does not prohibit the Contractor's ability to engage in consultations, evaluations, or representation under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.

Nothing in this contract shall be interpreted as authorizing the Contractor or its agents and or employees to act as agents or representatives of or on behalf of the County to incur any obligation of any kind on behalf of the County.

Contractor agrees to bind specifically every subcontractor to the applicable terms and conditions of this contract for the benefit of the County.

The Contractor shall require each subcontractor to be bound by the contract. The Contractor

shall make available to each proposed subcontractor, prior to execution of the subcontract, copies of the contract to which the subcontractor will be bound.

SECTION NINE
GENERAL PROVISIONS

1. **Termination of contract:** This contract may be terminated, without cause, by either party with thirty (30) days written notice by certified mail to the mailing address listed herein. Notice shall be deemed given within three (3) days of the date the notice was mailed. This contract may be immediately terminated for cause if either party fails to perform substantially in accordance with the terms of this agreement. Should either party fail to comply with the provisions of this contract, payment for portions of this contract will be withheld until such time as the portion of this contract have been completed and work product provided to the County.

2. **Compliance with applicable laws:** The parties agree to comply with all applicable federal, state, and local laws, rules and regulations in the performance of this contract. Failure to do so will give the County the right to terminate this contract immediately.

3. **Wyoming law governs:** The construction, interpretation and enforcement of this contract shall be governed by the laws of the State of Wyoming and the Circuit Court or District Court of the Sixth Judicial District of Crook County, Wyoming shall have venue and jurisdiction over any action arising out of this contract.

4. **No kick-backs:** The Contractor certifies and warrants that no gratuities, kick-backs, or contingency fees were paid in connection with this contract, nor were any fees, commissions, gifts, or other considerations contingent upon the award of this contract.

5. **Governmental immunity:** The County does not waive its sovereign and or Governmental immunity by entering into this contract and fully retains all immunities and defenses provided by law with regard to any claim or action based on this contract.

6. **Work Product:** The County shall own the work product of this contract. This shall include but is not limited to: any software, passwords, administrative I D's, source codes, studies, reports, plans, etc.

7. **Confidentiality of Information:** All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the County in the performance of this Contract shall be kept confidential by the Contractor unless written permission is granted by the County for its release or it is court ordered. If the Contractor receives a request for any of this information that Contractor has access, said request shall be forwarded to the County Attorney. Contractor shall insure that all information that it has access to shall be held confidential

and shall not allow the information to be disclosed to any other person or entity. Contractor shall take all necessary precautions to insure that the information is confidential, including but not limited to having staff sign statements of confidentiality.

8. **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 be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.

9. **Availability of funds.** Each payment obligation of any of the parties 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 the continuance of the services performed by any party, the contract may be terminated by any party at the end of the period for which the funds are available. Each party shall notify the other parties at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to any of the parties in the event this provision is exercised, and no party shall 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 any party to terminate this contract to acquire similar services from another party.

10. **Indemnification.** Each party to this contract shall be responsible for any liability arising from its own conduct. No party agrees to insure, defend or indemnify the other.

11. **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 if the parties agree they may renegotiate the terms affected by the severance.

12. **Tax Reporting.** The Contractor shall provide an original signed W-9 for with the County Clerk for tax reporting purposes when this agreement is signed and before any payment.

13. **Signatures.** In witness whereof, the parties to this Contract 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 as set forth herein.

SECTION TEN CONTRACT DOCUMENTS

The contract documents which comprise the contract between County and Contractor and which are attached hereto and made a part of this contract consist of the following:

1. This contract; and
2. Any modifications, including change orders, to be delivered after execution of this contract shall be in writing and approved in writing by both parties.

IN WITNESS WHEREOF, the parties have executed this Contract in Crook County, Wyoming, on the last of the undersigned dates.

CONTRACTOR:

By _____ Date _____

Phone: _____ (work) _____ (home) _____ (cell)

e-mail: _____

Physical Addresses: _____

Mailing Addresses: _____

The Contractor shall provide an original signed W-9 for with the County Clerk for tax reporting purposes when this agreement is signed and before any payment.

ADMINISTRATOR:

By _____ Date _____

Phone: _____ (work) _____ (home) _____ (cell)

e-mail: _____

Physical Addresses: _____

Mailing Addresses: _____

APPROVED by the BOARD OF COUNTY COMMISSIONERS IN AND FOR CROOK COUNTY, WYOMING in an open public meeting on _____

BY _____
Kelly B. Dennis, Chairman
P.O. Box 37
Sundance, WY 82729
307-283-1323
307-283-3038(fax)

State of Wyoming }

County of Crook }

The foregoing Contract was signed and attested to before me on _____
By Kelly B. Dennis, Chairman, on behalf of the Board of County Commissioners in and for Crook
County, Wyoming.

WITNESS my hand and official seal.

County Clerk
My Commission Expires:

Approved as to Form:

By _____
Joseph M. Baron, Crook County and Prosecuting Attorney

CFDA# _____