

STATE OF WYOMING
LEGISLATIVE SERVICE OFFICE

CONTRACT FOR SERVICES WITH
WYOMING CAPITOL CLUB, INC.
2015 LEGISLATIVE SESSION

I. PARTIES

The Parties to this Contract are the Wyoming Legislature, acting by and through the Legislative Service Office, Room 213 State Capitol, Cheyenne, WY 82002 (hereinafter referred to as the "LSO" or "the Agency") and the Wyoming Capitol Club, Inc., P.O. Box 2103, Cheyenne, WY 82003 (hereinafter referred to as the "Contractor").

II. PURPOSE

The LSO, under the direction of the Management Council, provides copies of bills, bill title sheets and enrolled acts to interested persons for each session of the Legislature. Given space and operational limitations, the LSO enters into this Contract with the Contractor for the performance of certain services related to bill distribution during the 2015 Session of the Legislature.

III. GENERAL PROVISIONS

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

B. Assignment/Contract Not Used as Collateral. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth 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.

C. Entirety of Contract. This Contract, consisting of five (5) pages, Attachment A, consisting of two (2) pages, and Attachment B, 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.

D. 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.

E. Indemnification. The Contractor shall hold harmless the state, the Agency, and their officers, agents, employees, successors and assignees from any personal injury or property damage resulting from the performance of the Contractor or any of its employees or agents under this Contract. Neither party to this contract shall be liable to any third party for personal injury or property damage caused by the negligence of the other party to this contract; rather, each party shall be liable in accordance with law for damages caused by its own negligence.

F. 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. 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 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 or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents or employees as a result of this Contract.

G. Notices. All notices arising out of, or from, the provisions of this Contract shall be in writing and given to the Parties at the address provided under this Contract, either by regular mail, *facsimile* or delivery in person.

H. Publicity. Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor, shall not be released without prior written approval from the Agency.

I. 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 either party may renegotiate the terms affected by the severance.

J. Sovereign Immunity. The State of Wyoming and the Agency do not waive sovereign immunity by entering into this Contract, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other state law.

K. Waiver. Failure to object to a breach shall not constitute a waiver.

IV. SPECIAL PROVISIONS

4.1 State Property

The Contractor shall be responsible for the proper custody and care of any state-owned property furnished for the Contractor's use in connection with the performance of the Contract, if any. The Contractor will reimburse the State for any loss or damage, normal wear and tear excepted.

4.2 Authority to Sign

The Director of LSO is empowered to be the signatory on all contracts, agreements, or modifications pertaining to this project on behalf of the Agency. The President of the Wyoming Capitol Club, or any person authorized by the board of directors of the

Club, is empowered to be the signatory on all contracts, agreements, or modifications pertaining to this project on behalf of the Contractor. Such agreements, etc., not bearing these signatures or that of a designee are invalid insofar as contractual relations between the Agency and Contractor are concerned.

4.3 Subcontractors

The Contractor shall not enter into any subcontracts for any of the work contemplated under this Contract without prior written authorization of the Agency.

4.4 Termination of Contract

Either party may terminate this Contract upon three (3) days written notice to the other party. If the contract is terminated under this paragraph, the parties agree to negotiate in good faith to determine an amount payable to the Contractor for work performed through the date of termination. The Contract shall be amended to reflect the Contractor will be paid the agreed amount.

4.5 Payment

Payments shall be made upon successful completion of the services required under this Contract. Payment shall be made upon submission of an invoice to the Agency within 30 days of adjournment of the 2015 Session of the Legislature. The invoice may be sent by e-mail or by regular mail to the Agency. The invoice shall be promptly processed for payment not later than fifteen (15) days after its receipt by the Agency.

4.6 Scope of Work, Price and Term

This Contract applies to work performed by the Contractor beginning January 13, 2015, and shall expire on March 15, 2015, unless otherwise extended.

Attachment A contains the scope of work for this Contract and is specifically incorporated by reference into this Contract.

Attachment B contains the price and payment terms for the services to be provided by the Contractor under the scope of work and is specifically incorporated by reference into this Contract.

V. SIGNATURES

5.1 In witness thereof, the Parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

5.2 The effective date of this Contract is the date of the signature last affixed to this page.

AGENCY

CONTRACTOR

s/Dan J. Pauli 10/3/2014
Dan J. Pauli, Director
Legislative Service Office

s/Piper Rauzi 10/10/14
For the Wyoming Capitol
Club

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Attachment A

Scope of Work - Capitol Club Services

1. The Contractor agrees to distribute bills, bill title sheets, enrolled acts and other related session materials to Capitol Club members in the same general manner as the service provided by contractor during the 2014 legislative session. LSO will provide sufficient copies of these materials to the Contractor at its offices.

2. The distribution office will be operational beginning January 13, 2015, and will continue to operate through the last day of the session. The distribution office will be available to members Monday through Friday, plus any Saturday the Legislature actually convenes in session, during hours that are comparable to those maintained by the Contractor during the 2014 session. This scope of work does not cover any services related to a Special Session of the Legislature convening on or after adjournment of the 2015 Session. It is anticipated that in the event of a Special Session, the scope of work and price and payment for services will be negotiated.

3. The Contractor agrees to distribute to its members copies of bills upon request of those members. "Bills" include introduced bills, engrossed bills, substitute bills and enrolled acts. The distribution process shall be subject to the following:

a. An inventory of copies of bills shall be provided to Contractor by LSO. Delivery shall be made by LSO directly to the facilities of Contractor leased from the State in the tunnel between the Capitol and Herschler Buildings.

b. The inventory shall be of sufficient quantity and delivered in a timely manner so as to as nearly as possible replicate the inventory available by Capitol Club members during the 2014 Session.

c. LSO will ensure that the Contractor is able to secure adequate leased space near its current leased space so as to be able to perform this function.

d. LSO will be responsible for providing cabinets, shelving or other suitable furniture in which to store the

inventory and otherwise permit Contractor to perform this function in an efficient manner.

e. Contractor will use two-part forms provided by LSO on which to record the number of copies of each bill provided to a member each time the member makes a request for copies of bills. The requesting member shall sign each form and be provided a copy. The Contractor shall submit the original to the LSO.

f. Contractor shall not distribute bills to members unless the member completes and signs the provided form.

g. Contractor agrees to publicize to its members that members shall receive copies of bills exclusively through Contractor, and cooperate with LSO in enforcing this provision. The purpose of having the Contractor provide this service is to ensure that members do not obtain copies of bills from LSO, but rather through the Contractor.

Attachment B

Price and Payment

The Agency agrees to pay Contractor a fee as follows for services rendered during the 2015 session.

1. LSO will reimburse Contractor for its actual cost of the lease of additional space necessary to house the inventory of bills to be distributed to Capitol Club members.

2. LSO will pay Contractor \$90 per day for each day the Legislature convenes in Session for providing the bill distribution service to members of the Capitol Club.