

**WYOMING LEGISLATURE  
LEGISLATIVE SERVICE OFFICE**

**CONTRACT FOR PHOTOGRAPHIC SERVICES  
WITH LIFESTYLE PHOTOGRPAHY**

1. **Parties.** The Parties to this Contract are the Wyoming Legislature acting by and through the Legislative Service Office, 200 West 24th Street, Cheyenne, WY 82002 (Agency) and Lifestyle Photography, 11207 W. 75th Ave., Arvada, CO 80005 (Contractor).

2. **Purpose of the Contract.** The purpose of this Contract is to set forth terms and conditions by which the Contractor shall provide photographic services and finished products for a two-year period for the 68th Wyoming Legislature.

3. **Term of Contract.** This Contract is effective when all the parties have executed it (Effective Date) and shall remain in full force and effect through January 31, 2027. This Contract may be extended upon mutual agreement of the parties for three (3) additional periods of two (2) years each by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension, and any extensions will be determined at the discretion of the Agency.

4. **Payment.**

A. The Agency agrees to pay the Contractor for services described in Section 5 below and in accordance with Attachment A, which is attached to and incorporated into this Contract by this reference. The Contractor shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract.

B. No payment shall be made for work performed before the Effective Date of this Contract. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Contractor performs its duties and responsibilities to the satisfaction of the Agency.

C. The Contractor shall pay all costs and expenses, including travel, incurred by Contractor or on its behalf in connection with Contractor's performance and compliance with all Contractor's obligations under this Contract.

5. **Responsibilities of the Contractor.** The Contractor agrees to:

A. Photograph ninety-three (93) members of the Legislature and the Agency staff, as necessary.

B. Provide photographic services that meet the following requirements:

(i). Uniformity in the appearance of the finished photographs and of the House and Senate composites to match historical composites. It is the Legislature's intent to match past composition and framework.

(ii). High-resolution digital files of newly elected members taken during the first portrait sitting delivered to the Agency within seven (7) days of the first portrait sitting. These files are not required to be retouched.

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(iii). Retouched digital files, the framed House and Senate composites, and individual photographs ordered by legislators delivered to the Agency no later than February 28, 2025.

(iv). Provide image composites that meet the following requirements:

(a). Legislator photographs printed in black and white.

(b). The Speaker of the House and President of the Senate shall be a larger image (approximately 5" x 7") and all other members are approximately 4" x 5".

(c). The Senate composite will have 31 members and the House composite will have 62 members. They shall be arranged; matted; labeled; and framed in approximately a 30" x 40" gold-colored frame with 3" molding. All matting and backing materials must be archival quality and the glass must provide UV protection.

(d). The composite shall be digitally created and must include corresponding session information, as well as the name, title if applicable, and district of each legislator.

(e). The Contractor must be able to add, delete, or change portraits in the composite if the need arises during the contract period due to vacancies in office.

(v). Provide the Agency with a full-resolution retouched digital file of each individual legislator portrait, as well as the House and Senate composite in .jpg file format.

C. If there are vacancies in office during the contract period, reprint and reframe the composite with the appointee's photograph, name, district, and appointment date. The Contractor must also provide the Agency with an updated full-resolution digital file of the updated composite.

D. Offer legislators the following options for individual purchase by legislators at the legislator's portrait sitting:

(i). 11" x 14" black and white and color composite. The Contractor will offer the choice of an unframed photograph, as well as an option to purchase a mounted version with high-quality wood frame in black with glare-reduction glass cover.

(ii). 4" x 6" black and white and color individual.

(iii). 5" x 7" black and white and color individual. The Contractor will offer the choice of an unframed photograph, as well as an option to purchase a mounted version with high-quality wood frame in black with glare-reduction glass cover.

(iv). 8" x 10" black and white and color individual. The Contractor will offer the choice of an unframed photograph, as well as an option to purchase a mounted version with high-quality wood frame in black with glare-reduction glass cover.

(v). 8" x 10" color group photograph of freshman legislators. The Contractor will offer the choice of an unframed photograph, as well as an option to purchase a mounted version with high-quality wood

frame in black with glare-reduction glass cover. The portrait sitting for this photograph will be scheduled in conjunction with the first portrait sitting for members.

(vi). Eight (8) wallet prints black and white and color individual.

(vii). Digital image of the legislator for use by the legislator.

E. Take photographs during two (2) portrait sessions that will be scheduled by the Agency. The sittings may be scheduled in December 2024 and early January 2025 and last one (1) to three (3) days each, depending on member availability.

F. Use available rooms in the Wyoming State Capitol for the portrait sittings and must provide studio lighting and backdrop on site.

G. Provide capability for legislators and staff to view and select poses, place orders, and pay with a credit card, check, or cash on site, as well as by invoice or online payment system.

6. **Responsibilities of the Agency.** The Agency agrees to:

A. Pay the Contractor for work performed in accordance with Section 4 above.

B. Notify the Contractor if there are vacancies in office to schedule individual portrait sitting for appointees.

C. Provide rooms for the portrait sittings in the Wyoming State Capitol.

D. Provide roll call sheets and assist the Contractor with ensuring all members have been photographed.

7. **Special Provisions.**

A. **Authority to Sign.** The Director of the LSO is empowered to be the signatory on all contracts, agreements, or modifications pertaining to this project on behalf of the LSO and the Wyoming Legislature. The Contractor 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 LSO, the Wyoming Legislature, and the Contractor are concerned.

B. **Distribution and Sale.** Pursuant to Management Council Policy 12-02, the Contractor retains the right of reproduction of images, including digital images, for sale to legislators. The Agency may use these files in electronic and print publications produced, or procured, by the legislative branch for non-commercial use. The Agency may grant continuing authorization to media organizations to use a file or files when reporting on Wyoming legislative branch activities, provided use of the files is for non-commercial use only and the authorization shall not be transferable. The Agency shall provide a disclaimer notifying members of the media of the conditions of use and copyright restrictions. The Agency may, on a case-by-case basis, grant authorization for one (1) time use of a file or files to an individual or organization, provided the use is for non-commercial use only and the authorization shall not be transferable. The Agency shall provide a disclaimer notifying the requester of the conditions of use and copyright restrictions.

The Agency shall direct requests by legislators to purchase photographs and digital images of legislators to the Contractor. Any agreement to purchase photographs or digital images for personal or commercial use by legislators shall be between the legislator and the Contractor. The Agency is not a party to such agreements. In no event shall a physical or digital image of a legislator be sold to any party without the legislator's express written permission.

**C. Kickbacks.** The Contractor certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Contractor breaches or violates this warranty, the Agency may, at its discretion, terminate this Contract without liability to the Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

**D. Monitoring Activities.** The Agency shall have the right to monitor all activities related to this Contract that are performed by the Contractor or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Contract; and to observe personnel in every phase of performance of Contract related work.

**E. No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract, shall be paid by either party.

**F. Non-solicitation.** The Agency and the Contractor mutually agree, because of the high cost of training an employee, neither party shall solicit the employment of any employee of the other party and shall not employ any employee or any person who was an employee of the other party at any time during the relationship between the parties or for a period of one (1) year following the termination of any relationship between the parties. In the event of a breach of this section, the breaching party agrees to pay the other party an amount equal to the hired employee's annual wages as an agreed upon cost to replace the employee.

**G. Restrictions on Communication.** In performing its responsibilities under this Contract, the Contractor agrees to obtain approval of the Agency in advance with respect to all communications with legislators and all other Wyoming state and local government officials under this Contract. The Contractor shall not communicate with the media or any other member of the public under this Contract without the prior approval of the Agency, except to acknowledge that a contract with the Agency for the performance of services does exist and to describe the structure of the Contract.

**H. Warranty.** Work performed by the Contractor has a ninety (90) day workmanship warranty.

## **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, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this

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Contract as a whole and not to any particular provision or part. 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 Prohibited and Contract Shall Not be 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 and Access to Records.** The LSO and its representatives shall have access to any books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract. Access may include remote access through electronic means if requested by LSO.

**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, and which may be limited for any reason including, but not limited to, legislative or administrative action. 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.

**F. Award of Related Contracts.** The Agency may award supplemental or successor contracts for work related to this Contract or may award contracts to other contractors 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 from the Wyoming Secretary of State, or other proof that the Contractor is authorized to conduct business in the State of Wyoming, if required, before performing work under this Contract. The Contractor shall ensure that all annual filings and corporate taxes due and owing to the Secretary of State's office are up-to-date before signing this Contract.

**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.** All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the Contractor in the performance of this Contract will be kept confidential by the Contractor until publicly released by the Agency or until 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. 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 Agency or a disclosure which would adversely affect the interests of the Agency. The Contractor shall notify the Agency of any potential or actual conflicts of interest arising during the course of the Contractor's performance

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under this Contract. This Contract may be terminated in the event a conflict of interest arises. Termination of the Contract will be subject to a mutual settlement of accounts. In the event the Contract is terminated under this provision, the Contractor shall take steps to ensure that the file, evidence, evaluation, and data are provided to the Agency or its designee. This does not prohibit or affect 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.

A conflict of interest warranting termination of the Contract includes, but is not limited to, representing a client in an adversarial proceeding against the State of Wyoming, its agencies, boards, commissions, or the University of Wyoming, or initiating suits in equity including injunctions, declaratory judgments, writs of prohibition or quo warranto.

**K. Counterparts.** This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the Contractor of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

**L. Entirety of Contract.** This Contract, consisting of nine (9) pages and Attachment A, consisting of two (2) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

**M. Extensions.** 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 agreement 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.

**N. 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 will 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 will not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

**O. Indemnification.** The Contractor shall release, indemnify, and hold harmless the State, the Wyoming Legislature, the LSO, and their officers, agents, and employees from any and all claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Contractor's negligence or other tortious conduct.

**P. 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, the Wyoming

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Legislature, or the LSO for any purpose. Consistent with the express terms of this Contract, Contractor shall be free from control or direction over the details of the performance of services under this Contract. Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by 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 will be interpreted as authorizing 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 LSO, or to incur any obligation of any kind on the behalf of the State of Wyoming, on behalf of the Wyoming Legislature, or on behalf of the LSO. Contractor agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to State of Wyoming employees will inure to the benefit of Contractor or Contractor's agents and/or employees as a result of this Contract.

**Q. Insurance.** The Contractor shall maintain commercial general liability insurance and, if statutorily required, Wyoming workers' compensation, employer's liability insurance, and unemployment insurance.

**R. 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 Contract.

**S. 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, e-mail, or delivery in person. Notice provided by e-mail will be delivered as follows:

Agency: Anthony Sara  
anthony.sara@wyoleg.gov  
200 W. 24th Street, #213  
Cheyenne, Wyoming 82002

Contractor: Donn Bruns  
donnbruns@msn.com  
11207 W. 75th Ave.  
Arvada, CO 80005

**T. Notice and Approval of Proposed Sale or Transfer.** The Contractor shall provide the Agency with the earliest possible advance notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of the Contractor. Such notice will be provided in accordance with the notices provision of this Contract. If the Agency determines that the proposed merger, consolidation, sale, or transfer of assets is not consistent with the continued satisfactory performance of the Contractor's obligations under this Contract, then the Agency may, at its option, terminate or renegotiate this Contract.

**U. Ownership of Documents and Work Product.** Except as specifically stated in this agreement, all documents, reports, records, field notes, materials, and data of any kind resulting from performance of this Contract are at all times the property of the Agency and shall be submitted to the Agency in an organized and indexed format upon completion of this Contract.

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**V. Patent or Copyright Protection.** The Contractor recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Contractor or its subcontractors will violate any such restriction. The Contractor shall defend and indemnify the Agency for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.

**W. 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, will identify the Agency as the sponsoring agency and will not be released without prior written approval from the Agency.

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

**Y. Sovereign Immunity. Sovereign Immunity.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming, the Wyoming Legislature, and the LSO expressly reserve sovereign immunity by entering into this Contract and specifically retain all immunities and defenses available to them as sovereigns. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract will not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity will be construed in favor of sovereign immunity.

**Z. Subcontractors.** On and after the effective date of this Contract, the Contractor shall not enter into any subcontracts for any of the work contemplated under this Contract without prior written notice to the Agency. The Agency shall have ten (10) days following written notification of the use of any subcontractor, outside associate or consultant to perform any portion of this Contract to object to the subcontractor, outside associate or consultant, or perform the services itself if the Agency determines it can provide the services. If reasonable grounds for the objection exist, the Agency and the Contractor shall then negotiate in good faith for the selection of an alternative party.

**AA. 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.

**BB. Termination.** This Contract may be terminated, without cause, by the Agency 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. If the work is not progressing satisfactorily or within the terms of this Contract in the opinion of the Agency, after written notice to the Contractor, the Agency may terminate this Contract or any part of it. As of the termination date, the Contractor will be entitled to payment for all work accomplished and accepted by the Agency through the date of termination, including all costs incurred as a result of termination, including custom fabricated materials, restock fees, and freight expenses.



**CC. 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 will not be construed so as to create such status. The rights, duties and obligations contained in this Contract will operate only between the parties to this Contract and will 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.

**DD. Time is of the Essence.** Time is of the essence in all provisions of the Contract.

**EE. Titles Not Controlling.** Titles of sections and subsections are for reference only and will not be used to construe the language in this Contract.

**FF. Waiver.** The waiver of any breach of any term or condition in this Contract will not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach will not constitute a waiver.

**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:**

Legislative Service Office

*Matt Obrecht*  
Matt Obrecht (Jul 25, 2024 09:10 MDT)  
Matt Obrecht, Director

07/25/2024  
Date

**CONTRACTOR:**

Lifestyle Photography

*Donn Bruns*  
Donn Bruns, President

07/25/2024  
Date

# ATTACHMENT A

## PRICE SHEET

### Section 1. Photographic services provided to the Legislative Service Office

2 Portrait sittings (2 sessions for 93 members & up to 50 staff) (include travel, set up, photography, pose selection, ordering, retouching.) <sup>1</sup>	\$ 35 per member
Full resolution retouched digital file of each individual legislator & staff portrait.	\$ 15 each
Senate Composite (approximately 31 members) (includes matting, labeling, and framing in approximately a 30" x 40" gold-colored frame with 3" molding.)	\$ 1064.00
House Composite (approximately 62 members) (includes matting, labeling, and framing in approximately a 30" x 40" gold-colored frame with 3" molding.)	\$ 2076.00
Full resolution retouched digital file of Senate and House composite.	\$ 50
Individual portrait sitting fee for appointees (include travel, set up, photography, pose selection, ordering, retouching.) <sup>2</sup>	\$ 35 each
Composite update for appointees <sup>3</sup>	\$ 240 each

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<sup>1</sup> The Legislative Service Office will schedule up to two portrait sittings for photographer to take individual member and staff portraits (93 legislators). The sittings will likely be scheduled in December 2024 and/or early January 2025. If there are vacancies in the House or Senate during the biennium, additional portrait sittings will be scheduled.

<sup>2</sup> If there are vacancies in the House or Senate during the biennium, a portrait sitting will need to be schedule for the appointee(s).

<sup>3</sup> If there are vacancies in the House or Senate during the biennium, photographs of the appointee(s) will need to be added to the master composite.

## Section 2. Photographic services provided to individual legislators <sup>4</sup>

11" x 14" black and white composite of House or Senate (unframed and mounted).	\$ <u>45</u> each
11" x 14" black and white composite of House or Senate (include lowest-priced, high-quality frame, mount and glass).	\$ <u>85</u> each
11" x 14" color composite of House or Senate (unframed).	\$ <u>45</u> each
11" x 14" color composite of House or Senate (include lowest-priced, high-quality frame, mount and glass).	\$ <u>85</u> each
5" x 7" black and white individual portrait (unframed).	\$ <u>20</u> each
5" x 7" black and white individual portrait (include lowest-priced, high-quality frame and glass).	\$ <u>50</u> each
5" x 7" color individual portrait (unframed).	\$ <u>20</u> each
5" x 7" color individual portrait (include lowest-priced, high-quality frame and glass).	\$ <u>50</u> each
8" x 10" color freshman group photograph (unframed) <sup>5</sup> .	\$ <u>25</u> each
8" x 10" color freshman group photograph (include lowest-priced, high-quality frame and glass).	\$ <u>55</u> each

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<sup>4</sup> Quantities will vary depending on orders placed by individual legislators.

<sup>5</sup> Costs for printing this photograph should be inclusive of the set-up time to take this photograph.