



LOGAN SIMPSON

May 24, 2019

Tyler Sinclair, Planning Director  
Town of Jackson  
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Jackson, Wyoming 83001  
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Subject: Growth Management Plan Five-Year Review

Dear Tyler,

Logan Simpson is pleased to provide the following documents in support of our contract of the Town of Jackson/Teton County's Growth Management Plan (GMP) Five-Year Review. Based on our four sessions with both Town and County staff regarding the five-year review of this amendment, we have chosen a tailored team to work collaboratively with the Town. Bruce Meighen, a certified planner with over 25 years of experience, has specialized in award-winning plans for quality of life communities across the West, will lead the project as planning principal, and will be responsible for overall guidance of the amendment. Senior Associate Megan Moore will serve as the senior planner, responsible for day-to-day communications with the Town and team, as well primary authorship of the amendment. These experienced project leads have worked together on similarly sized projects and locations for over 12 years in Wyoming, Idaho, Colorado, and Mountain West communities facing growth and planning challenges. These updates - and in some cases, first-time plans—represent the balance of current trends in growth management, recreation, tourism, education, health, small business, and resiliency.

Bruce and Megan will be supported by staff from Logan Simpson's Fort Collins, Colorado office. Mitch Hendrick, a planner, will conduct research and analysis, and Maria Michieli-Best is available for technical review and document layout and graphics. Alex Norton of OPS Strategies, formerly a planner with the Town of Jackson, brings his expertise in statistical analysis and mapping support. Logan Simpson's multi-disciplined support staff also includes community, environmental, and recreation planners; public engagement specialists; landscape architects and designers; economists; archaeologists and historians; cultural resources specialists; biologists; parks, recreation, and travel management specialists; graphics and editorial staff, and GIS specialists. Our broad, integrated practice is well-suited for strategic community planning; we have the bench strength necessary to reach out to staff in other disciplines and offices to ensure that the right person is assigned to assist with tasks and work within the budget, schedule, and expectations of the community.

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Our recent work in the region includes planning efforts for Driggs, Twin Falls, Meridian, Valley and Meadows counties, and McCall, Idaho; Teton counties (Idaho and Wyoming); and Gallatin County, Bozeman, and Big Sky, Montana. Moreover, Logan Simpson staff and Alex Norton have worked extensively with the Town and Teton County, having updated the 2012 Comprehensive Plan and completed a set of Character Districts, Land Development Regulations, Workforce Housing Action Plan, and Integrated Transportation Plan update. Brief resumes of our key personnel showing this experience and other related projects are included as an attachment to this letter, as well as the Scope of Work reviewed with staff, Fee for Professional Services, and final modified Professional Services Contract.

We look forward to continuing our relationship with the Town and County. Please feel free to contact us with any additional questions or materials you find you may need.

Sincerely,



Bruce Meighen, AICP  
Principal

Attachments:  
Exhibit A, Scope of Work  
Exhibit B, Fee Schedule  
Resumes of Key Personnel  
Professional Services Contract

## Exhibit A –Growth Management Plan Five Year Review (GMPR) Scope of Work

The following scope for the Growth Management Plan Review (GMPR) is the 5-year update to conduct a check-in on our vision to ensure we are moving in the right direction. The Growth Management Plan (GMP) has shown great progress; this process is a chance to review the GMP's successes and educate our leaders on its intent. The GMPR assumes the vision remains strong and can be accelerated with new strategies and refined indicators. The process assumes the vision, themes, policies, and indicators will need minor revisions. The GMPR will focus on the necessary strategies and corrective actions to accelerate the desired goals. It is assumed that staff will assist with key tasks, including the website, video, meeting arrangements, public meeting, and adoption.

### Process Highlights



**Phase 1: Our 5-Year Audit – How Are We Doing?****June-August 2019**

The team will examine the implementation efforts of 2012-2019 and provide insight as to whether the community has been moving toward its aspirations. This task will include an audit of the vision, policies, strategies, and indicators, including the 60/40, 65%, and 5% thresholds. We will also evaluate new opportunities, additions, deletions, and clarifications.

**Task 1a: GMP Amendment Audit****June-August 2019**

An electronic plan audit will be conducted of the vision, policies, strategies, and indicators to identify which are working, which need minor modifications, and which are unnecessary. For each vision, principles/policies, indicators, strategies, the audit will affirm those that are still relevant, have become irrelevant, need modification, or are missing. The GMP audit will be targeted towards staff, consultants, and those who use the GMP.

Staff can choose to invite other stakeholders who utilize the plan, such as planners from neighboring communities or elected officials. The type of user who conducts the audit will be tracked to determine if different opinions arise. Key questions to consider by the user include:

- Common Values
  - Which principles/policies/targets drove decisions based on findings/rationale?
- Principles/Policies
  - Review staff reports, tapes for references
  - Which policies are most/not referenced?
- Strategies
  - Identify strategies done/undone/ongoing
- Character District/Subareas
  - Which subareas need modifications or have updated zoning?
  - Does the zoning match the description?
  - Have there been any changes to existing land uses or amenities in each District (e.g., Hog Island, Northern South Park)?
- Indicators Triggers
  - Indicator Audit – which ones were effective, which should we modify, delete, new additions?

Complementing this audit will be a list of changes that have occurred, such as the cap on no new non-residential square footage or residential buildout caps, and how it works with workforce housing and conservation incentives.

**Deliverable:** Audit Report**Task 1b: The Last 5 Years****June-August 2019**

It is important the GMPR considers the recent trends; as such, the team will review the recent annual indicator reports and produce a white paper that provides a qualitative analysis of the indicator report - highlighting successes, if we are heading in the right direction, identifying missing information and what work we still need to do.

To supplement the analysis of the indicators, an evaluation of how the GMP influences the lives of our community will be conducted. The team will utilize text polling combined with a questionnaire to collect public input and their perception. Staff may choose to produce a short video (Video 1) to provide background information. This technique will be utilized at the farmer's market and other events, as well as advertised in the paper and through electronic media. The consultant will work with staff to refine the questions before launching the questionnaire. Questions should be approachable to the everyday citizen and relate to existing indicators. For example:

- Is it harder to live and work in Jackson than 5 years ago?
- Do you see growth happening more in the County or Town?
- What are the most positive things you have observed? What changed most since 2012?
- What is the best example of ecosystem stewardship you can think of? Growth management? Quality of life?

Outreach will encompass a wide range of people and will focus on reaching out "where they are." We will attempt to engage:

- Owners and Renters
- Longtime residents and short term residents
- White and blue collar workforce
- Commuters and residents
- Minorities
- Younger generations
- Visitors and residents who have moved away

Video footage may be used of people responding to questions at key events as an input to Phase 2 (staff). The results of this task will be compiled into a brief report commenting on the successes to-date, trends, indicators, and information from the public outreach. Trip 1 (3 days) will occur at this time to conduct stakeholder interviews with elected officials (past and present), commission members, and others. The interviews will be used to collect information regarding the last five years and provide information on the process.

**Meetings:** Three events (Staff), Trip 1 (3-days of Stakeholder Interviews)

**Deliverable:** Questionnaire 1, Text Polling 1, Last 5 Yrs. White Paper, Website Page (Staff), Meeting Materials 1

## **Phase 2: Augmenting Our GMP Amendment      September-November 2019**

### **Task 2a: Reintroduce the GMP, Our Successes and Where We Need to Go September 2019**

An executive summary will be produced to restate the vision and intent of the GMP, as well as explain how it works. It is important to restate the vision, successes, and collective direction in a manner that the community can understand. This will include a summary of the plan's vision, principles/policies, indicators, strategies, and how they have been implemented.

Trip 2 (3 days) will occur at this time to discuss the results of Phase 1 (audit, trends, and outreach) and provide additional educational information about the GMP with Planning Commission and the Electeds. Additional community outreach will occur at this time (e.g., drop-

in public meeting/workshop with stations) to review the results of Phase 1, educational information, and collect information on other needed strategies.

**Deliverables:** Executive Summary, Public Meeting Materials, Summary

**Meetings:** Trip 2 (3 Days) (PC/Electeds Joint Meeting, Public Workshop)

### Task 2b: Enhancing the GMP with Planning Commission September 2019

The goal of Trip 3 and the corresponding Planning Commission work session is to review the modifications to the chapters based on Phase 1 and Task 2a (including staff's recommendations and key things we have heard) and identify if there are any other clarifications/additions necessary to each chapter. The goal of the task is to recommend modifications that help clarify, update, and enhance the intent of the GMP. It is assumed that the vision, structure, and general direction of the GMP remain the same.

A key focus will be to prioritize strategies and identify new ones that will help accelerate the community's vision. The work session will primarily be focused on prioritizing future strategies and identifying additional corrective actions. We will also ask questions such as, "Are we thinking big enough?" "Are there new big ideas?" and "Are there any preliminary strategies we need to accelerate our progress?" These could include a series of interactive exercises that focus on any strategies or corrective actions that are critical for the plan to be effective. The consultant will prepare a list of recommended enhancements and strategies for the next two work sessions with electeds.

**Deliverables:** Meeting Materials 3, Modified Preliminary Draft GMP Amendment, Summary

**Meetings:** Trip 3 (2 days)

### Task 2c: Enhancing the GMP Amendment with our Electeds - Part 1 October 2019

The goal of Trip 4 and the corresponding Electeds worksession is to review the modifications to the chapters based on Phase 1 and Task 2a, 2b (including staff's recommendations, key things we have heard and Planning Commission recommendations) and identify if there are any other clarifications necessary to each chapter. The goal of the task is to recommend modifications that help clarify, update, and enhance the intent of the GMP Amendment following the same process as utilized with the Planning Commission in Task 2b. It is assumed that the vision, structure, and general direction of the GMP remain the same.

A key focus will be to prioritize strategies and identify new ones that will help accelerate the community's vision. The work session will primarily be focused on prioritizing future strategies and identifying additional corrective actions. We will also ask questions such as, "Are we thinking big enough?" "Are there new big ideas?" and "Are there any preliminary strategies we need to accelerate our progress?" These could include a series of interactive exercises that focus on any strategies or corrective actions that are critical for the plan to be effective.

**Deliverables:** Meeting Materials 4, Modified Preliminary Draft GMP Amendment, Summary

**Meetings:** Trip 4 (2 days)

### Task 2d: Affirmation of GMP Amendment with our Electeds - Part 2 November 2019

The goal of Trip 5 and the corresponding elected official session is to affirm and discuss the recommendations and changes to the Public Draft GMP Amendment. Based on the recommended changes, a Draft Public GMP Amendment will be prepared. At this stage, staff may choose to prepare a Video associated with Phase 2.

**Deliverables:** Meeting Materials 5, Modified Preliminary Draft GMP Amendment, Summary

Meetings: Trip 5 (2 days)

### Phase 3: Creating our GMP Amendment

**December –January 2020**

#### Task 3a: Public Draft GMP Amendment

**December 2019**

The Preliminary Draft GMP Amendment will be delivered for review. Based on staff comments, a public draft will be prepared. Staff will attend to facilitate any meetings and provide necessary notifications.

**Deliverables:** Draft Public GMP Amendment, Public Outreach and Meetings (staff)

#### Task 3b: Adopt Amendments to GMP

**January 2020-February 2020**

Based on public comment, a Draft Public Amendment will be prepared for adoption. The following meetings will be facilitated by staff occur:

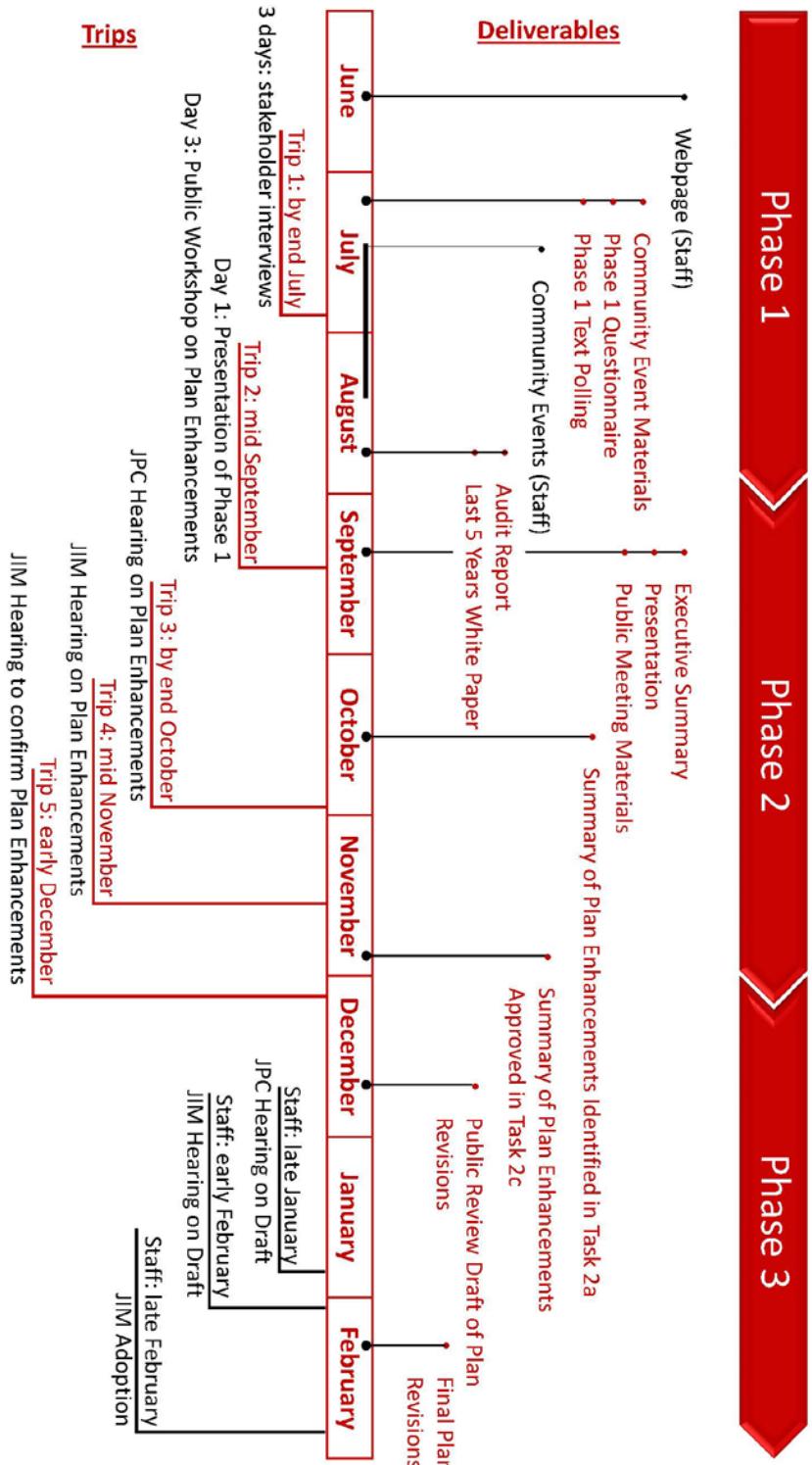
- Joint Planning Commission Hearing
- Joint Council/BCC Hearing
- Revisions
- Final Council/BCC Hearing

One set of revisions will occur during this period. A final video could be prepared by staff to highlight the intent of the plan, key policies, strategies, and the desired vision for our community.

**Deliverables:** Final GMP Amendment, Public Outreach, and Meetings (by Staff).

## Exhibit B – Schedule and Fee for Professional Services

### Schedule



## Fee

Tasks	Subtotal	Subtotal	Expenses	Total Labor
	Hours	Costs		and Exp.
<b>Phase 1- Our 5-yr Audit - How Are We Doing? (June-August 2019)</b>				
1a: Plan Audit	78	\$ 9,697	\$ 100	\$ 9,797
1b: The Last 5 Years	78	\$ 9,697	\$ 100	\$ 9,797
Meeting Materials	7	\$ 940	\$ -	\$ 940
Trip 1 (3 days)	32	\$ 6,339	\$ 2,001	\$ 8,340
Questionnaire 1, Text Polling 1	44	\$ 3,924	\$ 500	\$ 4,424
Subtotal Phase 1 Labor	239	\$ 30,597	\$ 2,701	\$ 33,298
<b>Phase 2 - Augmenting Our Plan (September-October 2019)</b>				
2a: Reinintroduce the Plan, Our Successes and Where We Need to Go				
Executive Summary	52	\$ 7,190	\$ -	\$ 7,190
Meeting Materials/Public Meeting Materials	22	\$ 2,784	\$ -	\$ 2,784
Trip 2 (3 days)	32	\$ 6,339	\$ 2,001	\$ 8,340
Summary	10	\$ 2,053	\$ -	\$ 2,053
2b: Enhancing the GMP with Planning Commission				
Meeting Materials	5	\$ 735	\$ 100	\$ 835
Summary	6	\$ 1,128	\$ -	\$ 1,128
Trip 3 (2 days)	20	\$ 4,190	\$ 1,606	\$ 5,796
Modified Preliminary Draft GMP Amendment	96	\$ 12,747	\$ 1,801	\$ 14,548
2c: Enhancing the GMP Amendment with our Electeds - Part 1				
Meeting Materials	7	\$ 939	\$ -	\$ 939
Summary	8	\$ 1,591	\$ -	\$ 1,591
Trip 4 (2 days)	20	\$ 4,190	\$ 1,606	\$ 5,796
Modified Draft GMP Amendment	72	\$ 8,233	\$ 1,801	\$ 10,034
2d: Affirmation of GMP Amendment with our Electeds - Part 2				
Meeting Materials	7	\$ 939	\$ -	\$ 939
Summary	8	\$ 1,591	\$ -	\$ 1,591
Trip 5 (2 days)	20	\$ 4,190	\$ 1,606	\$ 5,796
Modified Draft GMP Amendment	64	\$ 6,900	\$ 1,801	\$ 8,701
Subtotal Phase 2 Labor	449	\$ 65,739	\$ 12,322	\$ 78,061
<b>Phase 3 - Creating our Next Action Plan</b>				
3a: Public Draft GMP Amendment	64	\$ 8,066	\$ 100	\$ 8,166
3b: Adopt Amendments to Comp Plan				
Draft GMP Amendment	40	\$ 4,957	\$ 100	\$ 5,057
Final GMP Amendment	22	\$ 2,370	\$ 100	\$ 2,470
Subtotal Phase 3 Labor	126	\$ 15,393	\$ 300	\$ 15,693
Subtotal Labor Costs	814	\$ 111,729	\$ 15,323	\$ 127,052

- No new GIS data analysis is anticipated (basic updates to community character maps are part of Task 1). Additional GIS analysis is an optional \$5-15K depending on scope
- Additional meetings/trips (3 days at \$9,000) or in-person meetings at \$4,000 - 5,000 (1-2 days meetings) as needed. Trips include summaries, facilitation, presentations, interviews etc..

## Resumes of Key Personnel

### Logan Simpson

#### Bruce Meighen, AICP | Planning Principal

Bruce is a certified planner with 25 years of experience and more than 50 awards in comprehensive planning and public involvement. His planning experience includes the successful completion of hundreds of public involvement programs associated with economic, recreation, transportation, and planning assignments. Bruce has spent his career working with quality of life communities in the West, particularly those seeking to preserve their character while exercising adaptability and innovation. Many of his projects include incorporation of funding sources and incentivization, and a number of plans have resulted in changes to code and development strategies. He will serve as the project's principal in charge, and will be responsible for responsible for contract management, public engagement facilitation, and quality assurance review of the draft amendment.

#### *Selected Relevant Experience*

- Comprehensive Plan and Character Districts, Town of Jackson / Teton County, Wyoming
- Land Development Regulations Update, Town of Jackson / Teton County, Wyoming
- Workforce Housing Action Plan, Town of Jackson / Teton County, Wyoming
- Integrated Transportation Plan, Town of Jackson / Teton County, Wyoming
- Cody Comprehensive Plan, Wyoming
- Generation Casper Comprehensive Plan, Wyoming
- McCall Downtown Master Plan Update; Comprehensive Plan and Transportation Plan Updates; and Workforce Housing Study, Idaho
- Driggs Comprehensive Plan Update, Idaho
- West Central Mountains Economic Development Strategy, Valley County and Meadows Valley, Idaho
- Teton View Regional Plan for Sustainable Development, Idaho and Wyoming
- Teton County Comprehensive Plan, Idaho
- Wasatch Canyon General Plan, Utah
- Town of Mountain Village at Telluride Comprehensive Plan and Town Hall Amendment, Colorado
- Bozeman Community Plan, Montana
- Big Sky Resort Area District Community Visioning Strategy, Montana
- Gallatin County Comprehensive Plan, Montana
- Meridian Comprehensive Plan, Idaho
- Elevate Eagle Comprehensive and Land Use and Development Code Update, Colorado
- Imagine Winter Park Town Master Plan, Colorado
- Vision Winter Park, Florida
- Green Mountain Falls Comprehensive Plan, Colorado
- Larimer County Comprehensive Plan and Mountain Resiliency Plan, Colorado
- Adams County District Plan, Colorado
- Ogden Valley General Plan Update, Utah
- Spanish Fork The River Bottoms Subarea Plan, Utah
- Maricopa County Flood Control District Non-Structural Best Practices, Arizona

#### Megan Moore, ASLA, Assoc. AIA | Senior Planner

Megan is an urban designer with extensive experience in planning and design at a wide range of scales. She specializes in comprehensive, subarea, and corridor planning with a key focus on urban revitalization and redevelopment. With over 15 years of experience, she is already the recipient of more than 30 design and planning awards. Her planning capabilities are enhanced by her background in architecture and landscape architecture, giving her a unique perspective

into urban design strategies and solutions and implementing policy guidance to create human-scale places and preserve character. She has been working with a number of similar communities in Idaho, Montana, Colorado, and throughout the West. Megan will serve as the project's senior planner, primarily responsible for amendment guidance, authorship, and review.

#### *Selected Relevant Experience*

- Comprehensive Plan and Character Districts, Town of Jackson / Teton County, Wyoming
- Land Development Regulations Update, Town of Jackson / Teton County, Wyoming
- Workforce Housing Action Plan, Town of Jackson / Teton County, Wyoming
- Integrated Transportation Plan, Town of Jackson / Teton County, Wyoming
- Cody Comprehensive Plan, Wyoming
- Teton County Comprehensive Plan, Idaho
- Driggs Comprehensive Plan Update, Idaho
- McCall Downtown Master Plan Update; Comprehensive Plan and Transportation Plan Updates; and Workforce Housing Study, Idaho
- Meridian Comprehensive Plan, Idaho
- Twin Falls Comprehensive Plan Update, Idaho
- Green Mountain Falls Comprehensive Plan, Colorado
- Larimer County Comprehensive Plan and Mountain Resiliency Plan, Colorado
- Gallatin County Comprehensive Plan, Montana
- Bozeman Community Plan, Montana
- Big Sky Resort Area District Community Visioning Strategy, Montana
- Imagine Winter Park Town Master Plan, Colorado
- Vision Winter Park, Florida
- North Ranch Sector Plan, Florida
- Osceola County Conceptual Master Plans, Florida
- Town of Mountain Village at Telluride Comprehensive Plan, Colorado
- PlanCOS Comprehensive Plan, Colorado Springs, Colorado
- Generation Casper Comprehensive Plan, Wyoming
- Timnath Comprehensive Plan Update and Parks, Recreation, Open Space, and Trails (PROST) Plan Update, Colorado
- Westminster Comprehensive Plan Update, Colorado
- City and County of Broomfield Comprehensive and Transportation Plan Update, Colorado
- Arvada Comprehensive and Transportation Plan Update, Colorado
- Timnath Comprehensive Plan, Colorado



## Mitch Hendrick | Planner

Mitch is a planner with experience in community engagement, economic analysis, and in-depth, community-level research. He brings relevant experience from the both the public and private sectors, having served as a planning intern for the City of Fort Collins while completing his degree in Urban Planning and also as a project coordinator for a real estate financial consultant firm. In both positions, Mitch conducted detailed population and economic research focused on a variety of communities around the Country. He will work with this team to develop existing conditions and projections, organize materials, and prepare documents. His background using Adobe products and ArcMap enables him to provide support related to graphic and map production.

### *Selected Relevant Experience*

- Gallatin County Comprehensive Plan, Montana
- Bozeman Community Plan, Montana
- Big Sky Resort Area District Community Visioning Strategy, Montana
- Meridian Comprehensive Plan, Idaho
- Elevate Eagle Comprehensive Plan and Land Use Development Code Update, Colorado
- Arvada Traffic Standards, Arvada, Colorado
- Westminster Comprehensive Plan Update, Colorado
- W192 Streetscape and Building Design Guidelines, Sign Code, and Land Use Code, Osceola County, Florida
- Maricopa County Flood Control District Non-Structural Best Practices, Arizona
- Green Mountain Falls Comprehensive Plan, Colorado
- Larimer County Comprehensive Plan and Mountain Resiliency Plan, Colorado
- The Concord at Sheridan (Lender Regulation Compliance Assistance), Chicago, Illinois
- Madison Apartments Tax Credit Application and Site Review Process, Peoria, Illinois

## Maria Michieli-Best | Technical Review and Document Layout

Maria brings more than 18 years of experience in quality assurance review and more than 14 years of experience in graphic layout. She is responsible for text editing; quality control/review of documents graphics and deliverables; and document design and layout. Maria has worked on variety of products, including comprehensive and general plans, design guidelines, implementation toolkits, parks and recreation master plans, and public meeting posters and handouts. She has also developed a number of templates for use in firm and project marketing, including flyers, technical proposal standards and templates, and brochures. Maria will be responsible for document design and layout, assistance with graphic updates, and technical review of the amendment document.

### *Selected Relevant Experience*

- Comprehensive Plan and Character Districts, Town of Jackson / Teton County, Wyoming
- Land Development Regulations Update, Town of Jackson / Teton County, Wyoming
- Workforce Housing Action Plan, Town of Jackson / Teton County, Wyoming
- Teton County Comprehensive Plan, Idaho
- McCall Downtown Master Plan Update and Comprehensive Plan and Transportation Plan Updates, Idaho
- Meridian Comprehensive Plan, Idaho
- Twin Falls Comprehensive Plan Update, Idaho
- Big Sky Resort Area District Community Visioning Strategy, Montana
- Imagine Winter Park Town Master Plan, Colorado
- West Central Mountains Economic Development Strategy, Valley County and Meadows Valley, Idaho
- Teton View Regional Plan for Sustainable Development, Idaho and Wyoming
- Spanish Fork The River Bottoms Subarea Plan, Utah
- Town of Mountain Village at Telluride Comprehensive Plan, Colorado
- Wasatch Canyon General Plan, Utah

- Larimer County Comprehensive Plan and Mountain Resiliency Plan, Colorado
- Adams County District Plan, Colorado
- Bozeman Community Plan, Montana
- Big Sky Resort Area District Community Visioning Strategy, Montana
- Generation Casper Comprehensive Plan, Wyoming

## OPS Strategies

### Alex Norton, AICP | Principal, OPS Strategies

Alex is an award-winning, veteran of translating and communicating complex trends, relationships, and conversations so that communities can make informed policy decisions. After earning a degree in Urban and Regional Studies from Cornell University, he spent 12 years working as a planner in the resort community of Jackson Hole, Wyoming, his hometown. Working for the Town of Jackson and Teton County, he helped the community to identify a vision, take steps to achieve that vision, and establish an adaptive management approach to monitoring community success. He will add regional perspective to the project team, especially through his expertise in the Teton County Wyoming housing situation and his experience with intergovernmental growth management tools and coordination. Alex will serve as the project analyst, bringing a local perspective and regional context.

#### Selected Relevant Experience

- Jackson/Teton County Workforce Housing Action Plan
- Jackson/Teton County Land Development Regulations Restructure
- Jackson/Teton County Indicator Report
- Jackson/Teton County Comprehensive Plan
- Driggs Comprehensive Plan Update, Idaho
- Engage 2017 Public Engagement Effort
- Jackson/Teton County Affordable Workforce Housing Requirements
- Town of Jackson Zoning Updates
- Teton County Natural Resource Protections
- Town of Jackson Parking Management Study
- Teton County Rural Zoning and Conservation Incentives



# PROFESSIONAL SERVICES CONTRACT

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## AGREEMENT FOR SERVICES TO UPDATE THE TOWN OF JACKSON/TETON COUNTY COMPREHENSIVE PLAN

This Agreement for Services ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, (hereinafter referred to as the effective date of the agreement) by and between the Town of Jackson, a Wyoming municipal corporation, P.O. Box 1687, Jackson, WY 83001 (hereinafter referred to as **City**) and **LOGAN SIMPSON** \_\_\_\_\_, (hereinafter referred to as **Contractor**)

### **Witnesseth**

WHEREAS, the City desires to hire a consultant to assist with the preparation of an update to the Town of Jackson/Teton County Comprehensive Plan; and

WHEREAS, Contractor has the necessary skills and experience long range planning, zoning tools, urban design, and public facilitation; and

WHEREAS, the City desires to hire Contractor and Contractor desires to provide consulting for an update to the Town of Jackson /Teton County Comprehensive Plan.

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**

Contractor shall provide professional long range planning, zoning, design, and public facilitation services to the City as more fully described in **Exhibit A hereto – Scope of Services** which is incorporated herein by reference (hereinafter referred to as **Work**).

### **Article 2. Timetable**

Contractor shall complete all of the Work within 12 months of the date of a written notice to proceed from the City.

### **Article 3. Compensation and Payment**

The City agrees to pay Contractor, as full compensation for all Work provided hereunder, not to exceed \$\_\_\_\_\_. Contractor shall present an appropriate invoice to the City by the 1<sup>st</sup> day of every month with a detailed breakdown of Work performed by hourly unit. The Contractor shall be paid per hour of completed services, plus actual direct expenses which shall be pre-approved by the City if in excess of

AGREEMENT FOR SERVICES TO COMPLETE THE TOWN OF JACKSON

\$5,000.00 as illustrated on **Exhibit B hereto – Budget** and **Exhibit C Schedule** which are incorporated herein by reference. The City will provide Staff to assist with certain tasks as noted in the attached scope of work. The amount of permissible compensation per Task is more fully described in **Exhibit B hereto**. It is specifically understood and agreed to by the Contractor that the amounts listed for each Task is a “not to exceed” amount and may be reallocated between tasks as needed for completion of the overall contract. Contractor shall not receive compensation in excess of the total “not to exceed” amount as set forth in this Article without the prior written approval of the City. The amount of compensation shall not vary as a result of the time of day the Work is performed or the number of hours during which services are performed in any given period of time. The City may examine all records of Contractor during reasonable hours for a period up to and including one (1) year after termination of this Agreement in order to audit and verify the aforesaid charges.

#### **Article 4. Term and Termination**

The term of this Agreement shall commence on the effective date of this Agreement and shall expire on July 1, 2020, unless otherwise extended by written request from the City and agreed upon by Contractor. Contractor or City may terminate this Agreement at any time with or without cause by giving thirty (30) days written notice to the other party of its intent to terminate this Agreement; provided, however, that all compensation earned or costs incurred prior to such termination shall be payable to Contractor. The provisions of Article 7 shall survive termination or expiration hereof.

#### **Article 5. Place of Performance**

Contractor shall be responsible for maintaining its own office facilities and will not be provided with either office facilities or secretarial support by the City. The Contractor shall supply at its own expense, all materials, supplies, equipment, and tools required to accomplish the Work that is agreed to be performed in accordance with this agreement.

#### **Article 6. Independent Contractor Status**

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

AGREEMENT FOR SERVICES TO COMPLETE THE TOWN OF JACKSON

## **Article 7. Trademark and Trade Name**

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

## **Article 8. General Provisions**

### **A. Entire Agreement**

This Agreement represents the entire and sole agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, understanding, representation, or consulting agreements whether written or oral. This Agreement cannot be modified, changed, or amended, except in writing signed by the Parties.

### **B. Waiver**

The failure of either Party 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 be 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 in equity.

### **C. Relationship**

Nothing herein contained shall be construed to imply a joint venture, partnership, or principal-agent relationship between Contractor and the City; 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

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and effect, and be construed and enforced, as if such provision had 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.

**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. Insurance/Indemnity**

Contractor agrees to secure and maintain insurance in an amount required by the City, naming the City as additional insureds, and shall indemnify, save and hold City, its officers and employees harmless from any damages, costs, liability or expenses (including reasonable attorney's fees) to the extent caused by or arising from the negligent performance of the Work or negligent actions of the Contractor, its employees or representatives in the pursuit or performance of this Agreement; provided however, that nothing contained in this section shall be construed as requiring Contractor to indemnify the City against liability for any claims, including damages, caused by or resulting from the sole negligence of the City, its officers, employees or agents. A Certificate of such insurance shall be filed with the City before commencing any of the Work under this Agreement.

**I. Declaration by Independent Contractor**

The Contractor 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.

**J. Sovereign and Governmental Immunities**

The City does not waive its sovereign and governmental immunities by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.

**K. Dispute Resolution**

In the event of a dispute arising under the terms of this Agreement the Parties shall, prior to resorting to the Courts, enter into good faith efforts to mediate their differences. The Parties shall jointly select a disinterested third party to act as a mediator to facilitate

AGREEMENT FOR SERVICES TO COMPLETE THE TOWN OF JACKSON

the resolution of their dispute. In the event the Parties are unable to jointly decide on a mediator, they shall each select an impartial representative, the two of whom shall decide on a mediator. The mediator shall, within ninety (90) days, conduct a hearing on the matter, and submit his or her findings and conclusions to the Parties. The provisions of Wyoming Statutes shall apply to the mediation process. Each of the Parties shall share equally in the cost of the mediator, but shall otherwise each bear their own costs in the mediation process.

### **Article 9. Notice**

For 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  
Attn: Tyler Sinclair  
P.O. Box 1687  
Jackson, WY 83001

Logan Simpson  
Attn: Bruce Meighen  
3980 Broadway, Ste 103, PMB140  
Boulder, CO 80304

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

DRAFT

AGREEMENT FOR SERVICES TO COMPLETE THE TOWN OF JACKSON

## **APPROVAL AND EXECUTION**

IN WITNESS WHEREOF the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF JACKSON, WYOMING

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Mayor Pete Muldoon

Attest:

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Sandy Birdyshaw, Town Clerk

LOGAN SIMPSON

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Bruce Meighen, Principal

AGREEMENT FOR SERVICES TO COMPLETE THE TOWN OF JACKSON