



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: August 31, 2018
MEETING DATE: September 4, 2018

SUBMITTING DEPARTMENT: START
DEPARTMENT DIRECTOR: Darren Brugmann
PRESENTER: Darren Brugmann

SUBJECT: Agreement with RRMC for Temporary Storage at Karns Meadow Drive Facility

STATEMENT/PURPOSE

Agreement allowing for the storage and access of Rolls Royce Motor Cars North America (RRMC) in the facility at 55 Karns Meadow Drive currently utilized by START for a period of September 21 through October 1, 2018.

BACKGROUND/ALTERNATIVES

RRMC has decided to locate the worldwide launch of our all-new Rolls-Royce Cullinan SUV in Jackson.

RRMC will need a secure and clean location to park the vehicles during this time and have approached START for the facility at 55 Karns Meadow Drive. The Town will be compensated for this storage.

RRMC has contracted with the Amangani Hotel to host the event from 30th September to 19th October 2018, during which time they will be bringing about 250 of the very top global publications to Jackson. These media comprise automotive, lifestyle, travel, design, business and many other sectors and come from as far afield as the UK, EU, South East Asia, the Middle East, Japan, Australia and China. There will, of course, also be a large contingent of US media attending. Digital influencers, social media, bloggers, vloggers and numerous online journalists will also be their guests.

RRMC have designed an event that provides Rolls-Royce and our guests with the best possible opportunities to drive and experience the Cullinan. In addition, they have offered to their guests a range of local activities and experiences including dining around the town, fly fishing, museum and art gallery tours, wild life photography, scenic flights, winery visits and horseback riding. All these activities are in support of your local community. All-in-all we will be spending several million Dollars in Jackson. They will also be using the Hotel Jackson for a number of their activities.

STAKEHOLDER ANALYSIS

START staff has met with RRMC in order to determine the feasibility and logistics of allowing up to 18 SUV mid-size vehicles to be stored inside the facility. A location has been determined that will have little to no impact on the daily START operations during this time period. This time period is the start of our Fall season which is START's off-season and least amount of employees and vehicles used during the fall mud season.

ATTACHMENTS

Vehicle Storage Agreement

FISCAL IMPACT

RRMC NA agrees to compensate the Town of Jackson for the use of the START Bus facility at the following rate.

- 1.1.1 A fee of Ten Dollars (\$10.00) per vehicle per day will be paid to the Town of Jackson
- 1.1.2 A fee of Twenty-five Dollars (\$25.00) per vehicle will also be paid to the Town of Jackson to compensate for the setup of the space for the vehicles to be stored and the Rolls-Royce technical team to work.

Approximate revenue of \$2430 would be applied to the START Contract Revenue.

STAFF IMPACT

START Staff: one (1) to two (2) hours total to facility oversight of RRMC accessing facility during the period of September 21 to October 1, 2018

IT Staff: under one (1) hour to initiate temporary access “FOB” for access to the facility.

LEGAL REVIEW

Town legal staff has reviewed the contract agreement.

RECOMMENDATION

Staff recommends Council approve this temporary usage of the facility at 55 Karns Meadow Drive.

SUGGESTED MOTION

I move to approve the Vehicle Storage Agreement with Rolls Royce Motor Cars North America allowing for storage and access of up to 18 vehicles at 55 Karns Meadow Drive during the period of September 21 through October 1, 2018.

VEHICLE STORAGE AGREEMENT

THIS VEHICLE STORAGE AGREEMENT ("Agreement") is made and entered into as of the 30th day of August, 2018, by and between Town of Jackson, Wyoming ("Town of Jackson") and Rolls-Royce Motor Cars North America, LLC ("RRMC NA") (collectively the "Parties") regarding the Global Launch of Rolls-Royce Cullinan ("Event") and the rights, benefits, and responsibilities of the Parties with respect to Event. The Parties agree as follows:

1. **Recitals.** The Parties wish to enter into an agreement for storage of RRMC NA vehicles on the premise of STARTBus Facility at 55 Karns Meadow Drive, Jackson, WY 83001 which is owned by the Town of Jackson.
2. **Term.** The term of this Agreement ("Term") shall commence September 21, 2018 and shall conclude October 1, 2018, unless sooner terminated or extended as provided herein.
3. **Affirmative Covenants.**
 - a) Town of Jackson agrees to grant access for RRMC NA and its team to park Eighteen (18) Rolls-Royce vehicles on the property. Access to the STARTBus Facility will be given to the technical team for Rolls-Royce on September 21st to allow them to access the vehicles at any time throughout the date range in order to check over the vehicles prior to the launch.
 - b) RRMC NA agrees to compensate the Town of Jackson for the use of the STARTBus facility at the following rate.
 - 3.2.1 A fee of Ten Dollars (\$10.00) per vehicle per day will be paid to the Town of Jackson
 - 3.2.2 A fee of Twenty-five Dollars (\$25.00) per vehicle will also be paid to the Town of Jackson to compensate for the setup of the space for the vehicles to be stored and the Rolls-Royce technical team to work.
4. **Option to Terminate.** Either party shall have the right, but not the obligation, to terminate this Agreement if (a) the other party commits a material breach of this Agreement that is not cured by the other party within twenty-four (24) hours of receipt of written notice from the non-breaching party, (b) as provided in Section 8.8 (Force Majeure) or Section 8.9 (Event Cancellation), or (c) the other party becomes insolvent or the subject of any bankruptcy or other insolvency proceedings.
5. **Indemnity.** RRMC NA agrees to indemnify, defend and hold harmless Town of Jackson and its subsidiaries, affiliates, successors, permitted assigns, officers, directors, agents, and employees from and against any and all third-party expenses, liabilities, damages, claims, suits, legal proceedings, actions, judgments and costs including reasonable attorney's fees ("Claims") arising out of RRMC NA's breach of this Agreement, the negligent or reckless acts or omissions of RRMC NA, its employees, or agents, and/or any infringement of the intellectual property rights of a third party by RRMC NA, except to the extent that

any such Claim is caused by Town of Jackson.

Town of Jackson agrees to indemnify, defend and hold harmless RRMCA and its subsidiaries, affiliates, successors, permitted assigns, officers, directors, agents, and employees from and against any and all Claims arising out of Town of Jackson's breach of this Agreement, the negligent or reckless acts or omissions of Town of Jackson, its employees, or agents, and/or any infringement of the intellectual property rights of a third party, except to the extent that any such Claim is caused by RRMCA.

Any party seeking indemnification hereunder (an "Indemnified Party") shall give the party from whom indemnification is sought (the "Indemnifying Party"): (i) reasonably prompt notice of the relevant Actions; provided, however, that failure to provide such notice shall not relieve the Indemnifying Party from its liability or obligation hereunder except to the extent of any material prejudice directly resulting from such failure, (ii) reasonable cooperation, at the Indemnifying Party's expense, in the defense of such Actions; and (iii) the right to participate in the defense and settlement of any such Actions; provided, however, that the Indemnifying Party shall not, without the prior written approval of the Indemnified Party (which shall not be unreasonably withheld or delayed), settle or dispose of any Actions of which it has agreed to accept the defense. This provision shall survive the termination or expiration of this Agreement.

6. **Insurance.** Each party agrees to secure and maintain the following insurance in

full force and effect throughout the Term of this Agreement: (i) commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate to cover bodily injury/and or property damage to third parties (including liquor liability and contractual liability coverage), (ii) automobile liability insurance, including coverage for non-owned and hired vehicles, in the amount of one million dollars (\$1,000,000) combined single limit per accident, (iii) employer's liability insurance with limits of not less than one million dollars (\$1,000,000) and (iv) workers compensation coverage as required by law. Certificates evidencing proof of insurance shall be provided upon request. The insurance policies shall be written on an "occurrence" basis and shall provide for thirty (30) days notice of any cancellation or modification of the policy. All insurance shall be written by companies having an A.M. Best's rating of at least A VII. This provision shall survive the termination or expiration of this Agreement.

7. **Miscellaneous Provisions.**

7.1 **Relationship Between the Parties.** Both Parties shall be independent contractors unto each other. Nothing in this Agreement shall be construed as creating a partnership, employer/employee, principal/agent, nor joint venture relationship between RRMCA and Town of Jackson. Neither Party shall have the right to obligate or bind the other party in any manner whatsoever without prior written approval.

- 7.2 **Assignment.** The rights of either Party under this Agreement shall not be directly or indirectly assigned, sublicensed, or subcontracted, in whole or in part (whether by operation of law, in bankruptcy or otherwise) without the prior written consent of the other Party, which consent shall not be unreasonably withheld, provided, however, that RRMC may assign or transfer this Agreement without first obtaining such consent to any entity that it controls, is controlled by, or is under common control with, or in connection with a merger, consolidation, or sale of any of its assets, stock or other equity interests, and BMW may assign this Agreement to any of its affiliates, provided that the applicable affiliate assumes the rights and obligations hereunder in writing and Town of Jackson is notified in writing of such assignment. Notwithstanding the foregoing, any assignment in violation of this Agreement shall be null and void.
- 7.3 **Waiver/Breach.** Waiver of any breach of this Agreement shall not constitute a waiver of any other prior or subsequent breach of this Agreement. No waiver shall be effective unless made in writing and signed by an authorized representative of the non-breaching Party. The failure of any Party hereto to insist upon strict compliance with this Agreement, or any of the terms and conditions hereof, shall not be deemed a waiver of any rights or remedies that such Party may have.
- 7.4 **Severability.** In the event that any provision of this Agreement shall be held invalid or unenforceable, such provision shall be severed and the remainder of the Agreement shall continue in full force and effect.
- 7.5 **Entire Agreement.** This Agreement constitutes the entire agreement between Town of Jackson and RRMC NA with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements. No amendment of this Agreement shall be effective unless agreed to in writing by both Parties.
- 7.6 **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Wyoming. Each party irrevocably consents to jurisdiction in Teton County, Wyoming, and agrees to waive any claim they may have that jurisdiction or venue is not proper.
- 7.7 **Headings/Exhibit.** Section headings in this Agreement are included merely for ease of reference only and shall not be given any substantive effect. To the extent that there is any conflict between this Agreement and any attachments, the terms and conditions of this Agreement shall govern.
- 7.8 **Force Majeure.** Neither Party shall be considered in default in the performance of its obligations under this Agreement to the extent that performance of its obligations is prevented or delayed by any cause beyond its reasonable control, including, without limitation, acts of God;

acts or omissions of governmental authorities; strikes, lockouts, or other industrial disturbances; acts of public enemy; weather; wars; acts or threats of terrorism; blockades; riots; civil disturbances; epidemics; floods; hurricanes; tornadoes; fire; storms; explosions; and any other similar events, acts, or omissions beyond the control of the Parties (a Force Majeure Event); provided, however, if Town of Jackson is unable to obtain all of the benefits set forth, within six (6) months of the scheduled Event date due to a force majeure event, then either Party shall have the right, but not the obligation, to terminate this Agreement.

8.9 **Event Cancellation.** If any of the Events is cancelled, in whole or in part, for any reason (including but not limited to a Force Majeure Event), and cannot be rescheduled during the Term of this Agreement, then this Agreement may be terminated with respect to any Events that are so cancelled.

8.10 **Notices.** All notices or submissions to be made or delivered by either party hereto shall be in writing and sent by United States first class mail, postage prepaid, overnight delivery service, facsimile transmission or personally delivered to the following address:

If to Town of Jackson: Town of Jackson
Attn: Darren Brugmann
Email: dbruggmann@jacksonwy.gov
Telephone No.: 307-733-4512 x. 1650

If to RPMC NA:
ATTN: Martin Fritches
President
Rolls-Royce Motor Cars Americas, LLC.
300 Chestnut Ridge Road
Woodcliff Lake, NJ 07677
cc: Corporate Counsel

Notices sent by courier, express mail or certified mail shall be effective upon receipt. Notices sent by fax shall be effective upon receipt of written confirmation of delivery of transmission.

8.11 **Authority.** Each Party represents that it has full authority to enter into this Agreement, grant the rights and benefits herein described, and satisfy the obligations hereunder, without violating the rights of any third parties.

8.12 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which shall constitute an original. Facsimile copies shall be deemed originals.

AGREED TO AND ACCEPTED BY:

Town of Jackson

By: _____

Title: _____

Date: _____

Rolls-Royce Motor Cars Americas, LLC
a Delaware limited liability company

By: Martin Fritsches



Title: President
Rolls-Royce Motor Cars NA LLC

Date: August 31,
2018