

# EcoConnect Consulting LLC

Connecting Ecology and Community

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## AGREEMENT

**DATE** OCTOBER 1, 2018  
**PROJECT** KARNS MEADOW ENVIRONMENTAL ANALYSIS  
**CLIENT** TOWN OF JACKSON

**EcoConnect Consulting LLC agrees to perform the following services for the above named Client.**

### SCOPE OF SERVICES

- The Scope of Services are as outlined in the attached *Karns Meadow Environmental Analysis Project Scope of Services and Cost Proposal* dated September 25, 2018 (Exhibit A)

### FEES AND STRUCTURE FOR SERVICES

- Total Project Cost is not to exceed \$29,155.00.
- Completed services will be invoiced monthly.
- Deliverables dates outlined in the cost proposal are estimates. Firm deliverables dates will be based upon weather conditions for fall field work. Deviations from the proposed schedule will be agreed upon between EcoConnect Consulting and the Town of Jackson project lead as the project progresses. Under no circumstances shall the final deliverables of Phase 4 be made after May 15, 2018.

### NOT INCLUDED IN FEE

- Additional Services not already expressly included in the Scope of Services and Cost Proposal Document will be requested in writing and will be billed on a time and materials basis per the rates quoted in EcoConnect Consulting's RFQ proposal dated July 27, 2018 as outlined in the attached Scope of Services and Cost Proposal document.

### TERMS

- To accept this agreement, please sign and return this form via email to [megan@ecoconnectjh.com](mailto:megan@ecoconnectjh.com) or mail to P.O. Box 13259, Jackson, WY 83002.
- Services in addition to those described in this proposal either requested by the Client or necessitated by a change in requirements of any governmental agency shall be considered as additional work and shall be paid by the Client. The Client understands and agrees that all work not specifically defined within the services described herein shall be billed on a time and materials basis. This payment shall be in addition to any budget, bid, or maximum price agreement for the above-described scope of work. Whenever practical, changes, additions, or modifications to the scope of work shall be authorized by written change request.
- In the event that all or any portion of the work prepared or partially prepared by EcoConnect Consulting LLC is suspended, abandoned, or terminated by the Client, the client shall pay EcoConnect Consulting LLC for work performed, plus any required project documentation.
- EcoConnect Consulting LLC shall not be responsible for delays in completing the work described herein which cannot reasonably be foreseen on the date of this proposal, or for delays which are caused by factors beyond their control or delays resulting from a governmental agency.
- All original documents, including drawings prepared by EcoConnect Consulting LLC under this proposal as instruments of professional services are the property of EcoConnect Consulting LLC.
- Client agrees to indemnify and hold EcoConnect Consulting LLC harmless from any liability, claims, and expenses, including any legal costs that may arise in connection with our services under this agreement, unless caused by the negligence of EcoConnect Consulting, LLC.
- Client will be billed upon Completion of Services or Monthly as described above; payment is due upon receipt. A service charge of 1.5% per month will be charged on all overdue accounts. Client agrees to pay all reasonable costs of collection and reasonable attorney's fees should collection become necessary.

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- Governing Law and Forum: this Agreement shall be governed by the laws of the State of Wyoming. This Agreement shall be construed in accordance with the laws of the State of Wyoming. The parties agree that the Courts of the State of Wyoming and the Federal Courts of the United States located in the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving this agreement or its subject matter. The parties irrevocably submit and consent to such jurisdiction and waive any right they may have to seek change of jurisdiction or venue.
- Government Liability: the Town of Jackson does not waive governmental immunity by executing this Agreement and specifically retains immunity and all defenses available as a sovereign pursuant to Wyo. Stat. 1-39-104(a) and any other applicable law.
- EcoConnect Consulting, LLC understands and agrees that this Agreement and its exclusion to and binding upon EcoConnect Consulting, LLC only, and may not be subcontracted out without the express written approval of the Client.

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Client Signature

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Client Printed Name

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Date

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EcoConnect Consulting LLC Signature

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Megan A. Smith, LLC Manager/ Owner

EcoConnect Consulting LLC Printed Name

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Date

**To:** Steve Ashworth, Teton County/ Jackson Parks and Recreation Director

**From:** Megan Smith, Owner/ Wildlife Ecologist, EcoConnect Consulting LLC

**Date:** September 25, 2018

**Via Email:** From [megan@ecoconnectjh.com](mailto:megan@ecoconnectjh.com)

**Re:** Karns Meadow Environmental Analysis Project Scope of Services and Cost Proposal

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The following cost proposal is for the Karns Meadow Environmental Analysis project. The project components proposed here were outlined in Teton County/ Jackson Parks and Recreation's July 2018 Request for Qualifications for Environmental Consultant (RFQ) as well as in a September 12, 2018 Scoping Meeting with both the Town of Jackson and EcoConnect Consulting project teams.

The project cost proposal is roughly organized into phases as outlined in the project RFQ and further refined at the scoping meeting. Completed services will be invoiced on a monthly basis for services completed with the total project cost proposal as a not to exceed amount. Proposed timeline is listed below by phase but will be contingent on timely responses by and scheduling of Town of Jackson's personnel as well as EcoConnect Consulting's project team. Therefore, the proposed timeline dates are not firm deliverable dates. EcoConnect Consulting will confirm with Steve Ashworth, Town of Jackson project lead, at the end of each phase to agree upon a firm deadline for the next deliverables. Additional service items requested and not included in this proposal will be agreed upon in writing and billed on a time and materials basis. Total not to exceed cost proposal for the project is \$29,155.00.

The project area is Karns Meadow formally identified as Karns Meadow Tracts 1-6, owned by the Town of Jackson and encumbered by conservation easements held by the Jackson Hole Land Trust. The total project area consists of approximately 41.5 acres.

**Phase 1 – Inventory – Completed by November 30, 2018**

The inventory phase is the primary data collection phase of the project and includes the following components:

- Conservation Easement Assessment
- Habitat Inventory per Town of Jackson Land Development Regulation guidelines
- Aquatic Resources Inventory (Wetland Delineation) prepared according to the US Army Corps of Engineers guidelines for submission to the Town of Jackson.
- Archeological Class III intensive pedestrian survey to meet the requirements of Section 106 of the National Historic Preservation Act. In addition to the pedestrian survey limited shovel testing will be conducted in the western portion of project area where there is a higher probability of buried archaeological deposits. The survey report will follow Wyoming SHPO standards and include recommendations for any ground disturbing activities on the site. If sites are detected an initial assessment of their eligibility to the National Register of Historic Places will be provided along with a Wyoming site form.
- Project Team Meeting – Meeting with Town of Jackson project team to discuss findings and proposed development components.

**Deliverables:** Inventory documentation will be incorporated into the final Environmental Analysis document. Summary information of inventories will be provided for Project Team Meeting.

## **Phase 2 – Development Impact Assessment - Estimated by December 15, 2018**

The development impact assessment will analyze potential development as allowed by the conservation easements and detailed/ refined as needed in Phase 1 project team meeting. A project team meeting to consider potential alternative scenarios may be included.

Deliverables: Development impact assessment and potential project team meeting.

## **Phase 3 – Alternatives Analysis and Conference - Estimated by January 15, 2018**

The alternatives analysis phase includes an analysis of alternative development scenarios as well as a conference with Town of Jackson planning staff and project team pursuant to Town of Jackson Land Development Regulations 8.2.2. *Environmental Analysis Procedures*.

Deliverables: Alternatives analysis and conference with Town of Jackson Planning Staff.

## **Phase 4 – Final Environmental Analysis Document - Estimated by February 15, 2018**

The final environmental analysis document includes the above listed components as well as a Habitat Enhancement/ Mitigation Plan pursuant to Town of Jackson Land Development Regulations 5.2.1.E. *Impacting the NRO*.

Deliverables: Final Environmental Analysis Document inclusive of materials from Phase 1-3.

## **Phase 5 – Public Presentations - Estimated by March 15, 2018**

Two public presentations of the completed project to the Park and Recreation Board and Town of Jackson Council will be given as scheduled by the Town of Jackson project lead.

Deliverables: Two public presentations and presentation materials.

### **Additional Services**

Service items not contained within this cost proposal but that may arise from this project could include:

- Archeological
  - Further subsurface testing beyond initial shovel tests
  - If artifacts are found in the shovel test units, additional cost will be negotiated for curation of the materials. Curation costs are unknown until artifacts are found.
  - Assistance in writing NEPA documents
- Wetland Permitting
  - Facilitation of compliance with Section 404 (nationwide) of the Clean Water Act as it relates to permitting with the US Army Corps of Engineers (USACE) and full compliance with any associated State or municipal regulations

Additional services such as those listed above or others as they may arise will be requested in writing by the Town of Jackson and will be billed based the rates quoted in EcoConnect Consulting's Request for Qualifications proposal dated July 27, 2018 and on negotiated costs (e.g. curated materials).