

**WYOMING LEGISLATURE
LEGISLATIVE SERVICE OFFICE**

PROFESSIONAL SERVICES CONTRACT WITH DR. CHRISTIANA STODDARD

1. **Parties.** The parties to this Contract are the Wyoming Legislature acting by and through the Legislative Service Office, 200 W. 24th Street, Cheyenne, Wyoming 82002 (LSO) and Dr. Christiana Stoddard, 1502 South Black Ave., Bozeman, Montana, 59715 (Contractor).
2. **Purpose.** The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall provide consulting services to the Wyoming Legislature related to the operation and maintenance of the education resource block grant model (ERBGM).
3. **Term of Contract.** This Contract is effective when all the parties have executed it (Effective Date). The term of the Contract is from the Effective Date through June 30, 2023. All services shall be completed during this term, unless otherwise extended.

This Contract may be extended by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined at the discretion of the LSO and the Management Council of the Wyoming Legislature. Pricing for any extension shall be subject to mutual agreement and shall only be increased once in any two (2) year period.

4. **Payment.**

A. LSO agrees to pay the Contractor for the services described in Section 5 below. Total payment under this Contract shall not exceed fifty thousand dollars (\$50,000.00). Payment shall be made when services are completed. Payment shall be made within fifteen (15) days after submission of an invoice. 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 LSO.

C. Contractor shall provide the services described in this Contract on an as-requested basis and shall be reimbursed on a time and expenses basis. The LSO shall approve the estimated budget in advance of commencement of work by email for any task assigned to Contractor.

D. Payment shall be based on the following rates and actual expenses:

(i) Two hundred seventy-five dollars (\$275.00) per hour for consulting services to produce any work product due to LSO in more than ten (10) business days.

(ii) Three hundred dollars (\$300.00) per hour for consulting services to produce any work product due to LSO within five (5) to ten (10) business days.

(iii) Three hundred fifty dollars (\$350.00) per hour for consulting services to produce any work product due to LSO within three (3) to four (4) business days.

(iv) Four hundred dollars (\$400.00) per hour for consulting services to produce any work product due to LSO within one (1) to two (2) business days.

(v) Three hundred fifty dollars (\$350.00) per hour for expert witness testimony, including trial and deposition, with a four (4) hour minimum. Any wait time associated with expert witness testimony shall be paid at this same rate.

(vi) Two hundred dollars (\$200.00) per hour for travel time.

(vii) Reasonable travel and related expenses will be reimbursed at actual costs. Receipts are required for air fare, lodging, meals and other incidental travel expenses costing more than fifteen dollars (\$15.00). Air travel shall be reimbursed at the basic or economy rate. Mileage shall be reimbursed at the nontaxable federal rate. Incidental travel expenses, lodging, and meals, excluding alcoholic beverages, shall be reimbursed at actual cost.

5. Responsibilities of Contractor. The Contractor agrees to:

A. Assist LSO in work for the Wyoming State Legislature in modifying, maintaining and operating the ERBGM and assembling ERBGM monitoring information and reports required under Wyoming Statute § 21-13-309(u), as requested by the LSO and as approved by the Co-chairmen of the Wyoming State Legislature's Joint Education Interim Committee.

B. Provide consulting services in other related matters as requested by LSO;

C. Provide consultation in person, by telephone or through electronic means, prepare written opinions and research briefs, technical guidance, meet in Wyoming or virtually with LSO and other concerned parties, and present to the Legislature, including but not limited to presentation of information to the Joint Education Interim Committee and the Joint Appropriations Committee in person, by telephone or through electronic means;

D. Perform consulting and expert witness services as requested by LSO in connection with the work product, analysis and reports issued by the Contractor or the area of school finance. Services may include document review, studies, research and expert witness testimony as specifically requested by the LSO in relation to any litigation that may involve the work product of the Contractor or school finance.

6. Responsibilities of LSO. The LSO agrees to direct the work of the Contractor and pay the Contractor in accordance with Section 4 above.

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. Dr. Christiana Stoddard 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 and Contractor are concerned.

B. Errors. All costs associated with correcting any error contained within a report or other work product provided by the Contractor under this Contract, which resulted from circumstances controlled by the Contractor, shall be paid by the Contractor and shall not be included within any billing invoice or payment made to the Contractor under this Contract. Errors resulting from incorrect information provided by the LSO or by any agency of the State of Wyoming, or the failure to provide necessary information within a reasonable time, shall not be considered to be a circumstance controlled by the Contractor and is therefore excluded from this paragraph.

C. Kickbacks. 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 Contractor breaches or violates this warranty, the LSO may, at its discretion, terminate this Contract without liability to the LSO, 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 LSO shall have the right to monitor all activities related to this Contract that are performed by 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. Restrictions on Communication. In performing its responsibilities under this Contract, the Contractor agrees to obtain approval of the LSO 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 regarding work contemplated under this Contract without the prior approval of the LSO, except to acknowledge that a contract with the LSO for the performance of services does exist and to describe the structure of the Contract.

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 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 LSO.

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. The Contractor shall immediately, upon receiving written instruction from the LSO, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract. The Contractor shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the LSO.

E. Availability of Funds. Each payment obligation of the LSO 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 LSO at the end of the period for which the funds are available. The LSO 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 LSO in the event this provision is exercised, and the LSO 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 LSO 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 LSO in all such cases.

G. Compliance with Laws. Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.

H. Confidentiality of Information. All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by Contractor in

the performance of this Contract will be kept confidential by Contractor until publicly released by the LSO or until written permission is granted by the LSO for its release. If and when Contractor receives a request for information subject to this Contract, Contractor shall notify the LSO within ten (10) days of such request and not release such information to a third party unless directed to do so by LSO.

I. Conflicts of Interest. During the term of this Contract and for a period of three (3) years following the expiration or termination of this Contract, 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 LSO or the State of Wyoming or a disclosure which would adversely affect the interests of the LSO or the State of Wyoming. Contractor shall notify the LSO of any potential or actual conflicts of interest. 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 includes, but is not necessarily limited to, representing or consulting with 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.

J. Entirety of Contract. This Contract, consisting of nine (9) pages represents the entire and integrated agreement between the parties and supersede(s) all prior negotiations, representations, and agreements, whether written or oral.

K. 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 LSO 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. Any agreement to extend this Contract shall include at minimum:

- (i) An unambiguous identification of the Contract being extended;
- (ii) The term of the extension;
- (iii) The amount of any payment to be made during the extension or a statement that no payment will be made during the extension;
- (iv) A statement that all terms and conditions of the original Contract shall, unless explicitly delineated in the exception, remain stated in the original Contract;
- (v) If the duties of either party will be different during the extension than under this Contract, a detailed description of those duties.

L. 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.

M. Indemnification. The Contractor shall release, indemnify, and hold harmless the State, 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.

N. 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 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 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.

O. 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.

P. 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:

LSO: Matthew Willmarth
matthew.willmarth@wyoleg.gov

PROFESSIONAL SERVICES CONTRACT WITH DR. CHRISTIANA STODDARD

200 W 24th Street
Cheyenne, Wyoming 82002

Contractor: Dr. Christiana Stoddard
chrisstoddard@gmail.com
1502 South Black Avenue
Bozeman, Montana 59715

Q. Notice and Approval of Proposed Sale or Transfer. Contractor shall provide the LSO with the earliest possible advance notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of Contractor. Such notice will be provided in accordance with the notices provision of this Contract. If the LSO 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 LSO may, at its option, terminate or renegotiate this Contract.

R. Ownership of Documents. The LSO is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract. Upon termination of services, for any reason, Contractor agrees to return all such original and derivative information and documents to the LSO in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon the LSO's verified receipt of such information, Contractor agrees to physically and electronically destroy any residual LSO-owned data, regardless of format, and any other storage media or areas containing such information. Contractor agrees to provide written notice to the LSO confirming the destruction of any such residual LSO-owned data.

S. 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 LSO for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.

T. 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 Contractor, will identify the LSO as the sponsoring agency and will not be released without prior written approval from the LSO.

U. 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.

V. Sovereign Immunity. Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming 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.

W. 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 LSO. The LSO 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 LSO determines it can provide the services. If reasonable grounds for the objection exist, the LSO and the Contractor shall then negotiate in good faith for the selection of an alternative party.

X. Taxes. 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.

Y. Termination of Contract. This Contract may be terminated, without cause, by LSO upon thirty (30) days written notice. This Contract may be terminated by the LSO immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract.

Z. 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.

AA. Time is of the Essence. Time is of the essence in all provisions of the Contract.

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

CC. 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.

DD. 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 LSO. Contractor's failure to deliver, either personally or via US Mail, postage prepaid, the originally signed counterpart to the LSO within five (5) business days shall be considered a material breach and may result in immediate termination of this Contract by the LSO.

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.

LEGISLATIVE SERVICE OFFICE:



Matt Obrecht, Director



Date

CONTRACTOR:



Dr. Christiana Stoddard

08/25/2022

Date

**STATE OF WYOMING
LEGISLATIVE SERVICE OFFICE**

**AMENDMENT NUMBER ONE TO THE PROFESSIONAL SERVICES CONTRACT
WITH DR. CHRISTIANA STODDARD**

1. PARTIES. The parties to this Amendment Number One ("Amendment One") are the Wyoming Legislature, through the Legislative Service Office and under the direction of the Wyoming State Legislature's Management Council, 200 West 24th Street, Cheyenne, Wyoming 82002 ("LSO" or "Agency"), and Dr. Christiana Stoddard, 1502 South Black Ave., Bozeman, Montana 59715 ("Contractor").

2. PURPOSE OF AMENDMENT. This Amendment shall constitute the first amendment to the Contract between the Agency and the Contractor executed on August 25, 2022. The purpose of this Amendment is to extend the period of performance by the Contractor through June 30, 2025, and to increase the total Contract amount by twenty thousand dollars (\$20,000.00) to seventy thousand dollars (\$70,000.00). The responsibilities of the Contractor and the Agency remain unchanged by this Amendment.

The Original Contract, effective August 25, 2022, with an expiration date of June 30, 2023, for a total contract amount of fifty thousand dollars (\$50,000.00), required the Contractor to provide professional consulting services for the Wyoming Legislature related to: 1) assistance in modifying, maintaining, and operating the education resource block grant model (ERBGM), assist in assembly of information required under W.S. 21-13-309(u) related to monitoring the ERBGM; and 2) consulting and expert witness services as requested by LSO. The Original Contract authorizes extension beyond the original term upon initiation of the Agency and requires any extension or amendment be reduced to writing and executed by all Parties to be effective.

3. TERM OF THE AMENDMENT. This Amendment shall commence upon the date the last required signature is affixed hereto and shall remain in full force and effect through June 30, 2025.

4. PAYMENT AND DUTIES. Except for items explicitly delineated in this Amendment, all terms and conditions of the Original Contract between the Agency and the Contractor, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

5. ENTIRETY OF AGREEMENT. This Amendment, consisting of one (1) page, and the Original Contract, consisting of nine (9) pages represent the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

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

AGENCY

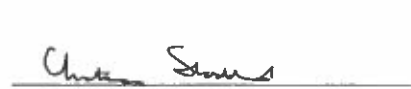


Matt Obrecht, Director
Legislative Service Office

5/17/2023

Date

CONTRACTOR



Dr. Christiana Stoddard

05/17/2023

Date