

**LARAMIE COUNTY CLERK  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM PROCESSING FORM**

**1. DATE OF PROPOSED ACTION:** October 17, 2017

**2. AGENDA ITEM:**    ☐ Appointments    ☐ Bids/Purchases    ☐ Claims  
  
☒ Contracts/agreements/leases    ☐ Grants    ☐ Land Use: Variances/Board App/Plats  
  
☐ Proclamations    ☐ Public Hearings/Rules & Reg's    ☐ Reports & Public Petitions  
  
☐ Resolutions    ☐ Other Asset Transfer/Deletion

**3. DEPARTMENT:** Laramie County Emergency Management


**APPLICANT:** Laramie County EMA

**AGENT:** Jeanine West

**4. DESCRIPTION:** Consideration of an Agreement between Laramie County and Natrona County Emergency Management to provide interoperable communications equipment for the Digital Mobile Radio Project.

**5. DOCUMENTATION:**    1 Original

RECEIVED AND APPROVED AS  
TO FORM ONLY BY THE  
LARAMIE COUNTY ATTORNEY



Clerks Use Only:

Commissioner

Holmes \_\_\_\_\_

Heath \_\_\_\_\_

Ash \_\_\_\_\_

Thompson \_\_\_\_\_

Kailey \_\_\_\_\_

Action \_\_\_\_\_

Postponed/Tabled \_\_\_\_\_

Signatures

Co Attny \_\_\_\_\_

Assist Co Attny \_\_\_\_\_

Grants Manager \_\_\_\_\_

Outside Agency \_\_\_\_\_

**AGREEMENT TO PROVIDE COMMUNICATIONS EQUIPMENT  
BETWEEN LARAMIE COUNTY, WYOMING, and NATRONA COUNTY, WYOMING**

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, 310 West 19<sup>th</sup> Street - Room 300 Cheyenne, Wyoming 82001 ("COUNTY"), Natrona County, Wyoming, 200 N. Center St., Suite 115, Casper, WY 82601 ("NATRONA COUNTY"). The parties agree as follows:

**I. PURPOSE**

Laramie County seeks to provide interoperable communications equipment for the Natrona County Emergency Management Agency and Natrona County under conditions required by state and federal law and regulations. This equipment was purchased with funds provided by the U.S. Department of Homeland Security and administered by the Wyoming Department of Homeland Security

**II. TERM**

This Agreement shall commence on the date of the last signature affixed and shall remain in full force and effect through August 31, 2020.

**III. RESPONSIBILITIES OF COUNTY**

COUNTY shall purchase interoperable communications equipment to the specifications of the State Wide Digital Mobile Radio (DMR) Project. The list of equipment is attached as Attachment A. The COUNTY shall provide this equipment and programming to Natrona County Emergency Management Agency.

**IV. RESPONSIBILITIES OF CONTRACTOR AND NATRONA COUNTY**

- A. All radio equipment to be specified by Laramie County EMA and the DMR project shall be programmed only by Laramie County EMA or designee of Laramie County EMA.
- B. Natrona County Emergency Management shall ensure all equipment provided by Laramie County is maintained and available for response to all emergencies including terrorist incidents and other public safety related purposes. Natrona County and Natrona County Emergency Management agrees that, when practical, any equipment or supplies provided under this agreement shall be prominently marked as follows: **"Purchased with funds provided by the U.S. Department of Homeland Security and administered by the Wyoming Office of Homeland Security."**
- C. Natrona County and Natrona County Emergency Management shall purchase all additional equipment required to complete the DMR project at their location to include but not limited to antennas, internet services, power, etc. Additionally, Natrona County and Natrona County Emergency Management will be responsible for the site location and all monthly service fees associated with the DMR project and its operations.

- D. Natrona County Emergency Management may be monitored periodically by the staff of Homeland Security, Laramie County, or the authorized contractors thereof, to ensure the program goals, objectives, timelines and budgets and other grant related criteria are being met. Natrona County and Natrona County Emergency Management agree to retain all records associated with the use and maintenance of the equipment provided for a minimum three (3) years after the termination of any obligations hereunder. Natrona County and Natrona County Emergency Management agrees to permit access by the COUNTY or any of its duly authorized representatives to any books, documents, papers and records of the Natrona County Emergency Management which are directly pertinent to this specific Agreement for purposes including but not limited to audit, examination, excerpts, copying and transcriptions.
- E. Natrona County and Natrona County Emergency Management agrees not to dispose or otherwise transfer possession of any piece of equipment provided under this grant to any outside agency or entity without first obtaining written approval from the Director of the Laramie County Emergency Management Agency.
- F. Natrona County Emergency Management agrees to provide an inventory of all equipment provided under this agreement on or before the 15<sup>th</sup> of March of each year for each of the next five years. This inventory shall include the serial number, current condition and location of each piece of equipment listed on Attachment A. The inventory shall be sent to the Laramie County Grants Department, with a copy to the Laramie County Emergency Management Agency, at the Laramie County address provided above.

## **V. GENERAL PROVISIONS**

- A. Independent Contractor: The services to be performed by Natrona County and Natrona County Emergency Management are those of independent contractors and not as employees of the COUNTY. Neither Natrona County nor its employees are eligible for Laramie County Employee benefits and each be treated as an independent contractor for federal tax filing purposes.
- B. Termination: This Agreement may be terminated (a) by any party at any time for failure of another party to comply with the terms and conditions of this agreement; or (b) upon mutual written agreement by all parties.
- C. Entire Agreement: This Agreement (5 pages), Attachment A (1 page), represent the entire and integrated agreement and understanding between the parties and supersede all prior negotiations, statements, representations and agreements, whether written or oral.
- D. Assignment: Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.
- E. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

- F. Invalidity: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable.
- G. Applicable Law and Venue: The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement of the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of the Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to Natrona County, Natrona County Emergency Management and to COUNTY in executing this Agreement. This provision is not intended nor shall it be construed to waive Natrona County's, Natrona County Emergency Management or COUNTY'S governmental immunity as provided in this Agreement.
- H. Governmental/Sovereign Immunity: COUNTY, Natrona County, and Natrona County Emergency Management do not waive their Governmental/Sovereign Immunity, as provided by any applicable law including Wyo. Stat. 1-39-101 et seq., by entering into this Agreement. Further COUNTY, Natrona County, and Natrona County Emergency Management fully retain all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this.
- I. Indemnification. Each party to this agreement shall be responsible for any liability from its own conduct. No party agrees to insure, defend or indemnify the other party.
- J. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Agreement, and shall inure solely to the benefit of the parties to this Agreement.
- K. Force Majeure: No party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.
- L. Limitation on Payment: COUNTY's obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by Natrona County Emergency Management the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify

Natrona County and Natrona County Emergency Management at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

M. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

N. Natrona County and Natrona County Emergency Management shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

## VI. SIGNATURES

LARAMIE COUNTY, WYOMING

By: \_\_\_\_\_  
Troy Thompson, Chairman

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Debra Lee, Laramie County Clerk

Date: \_\_\_\_\_

NATRONA COUNTY BOARD OF COUNTY COMMISSIONERS

By: John Lawson  
John Lawson, Chairman



Date 9-19-2017

Attest: Renea Vitto  
Renea Vitto, County Clerk

Date 9-19-2017

My term of office expires  
January 7, 2019

NATRONA COUNTY EMERGENCY MANAGEMENT

By: [Signature]

Date 10-2-17

This agreement is effective the date of the last signature affixed to this page.

REVIEWED AND APPROVED AS TO FORM ONLY:

By: [Signature]  
Mark Voss, Laramie County Attorney

Date 10/10/17

By: [Signature]  
Natrona County Legal Department

Date 9/19/17

## **ATTACHMENT A**

**Equipment provided by Laramie County Emergency Management**

- 1 SLR5700 UHF 50 Watt Repeater , Quantity 1**
- 2 TX RX Duplexer , Quantity 1**
- 3 RB951UI-2HND Router , Quantity 1**