

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

1. DATE OF PROPOSED ACTION: May 19, 2015

2. AGENDA ITEM: <input type="checkbox"/> Appointments <input type="checkbox"/> Bids/Purchases <input type="checkbox"/> Claims
<input checked="" type="checkbox"/> Contracts/agreements/leases <input type="checkbox"/> Grants <input type="checkbox"/> Land Use: Variances/Board App/Plats
<input type="checkbox"/> Proclamations <input type="checkbox"/> Public Hearings/Rules & Reg's <input type="checkbox"/> Reports & Public Petitions
<input type="checkbox"/> Resolutions <input type="checkbox"/> Other

3. DEPARTMENT: Laramie County Shooting Sports

APPLICANT: MVM Inc. AGENT: Keith Tast

4. DESCRIPTION: Consideration of a firearms range agreement and addendum for the use of the Laramie County Shooting Sports complex for the firearms qualification activities in connection with the requirements of MVM's contract with the United States Marshals Service.

Amount \$10.00/hour/shooter From To

5. DOCUMENTATION: 2 Originals

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

<u>Commissioner</u>	<u>Clerks Use Only:</u>	<u>Signatures</u>
Ash _____		Co Attny _____
Heath _____		Assist Co Attny _____
Holmes _____		Grants Manager _____
Kailey _____		Outside Agency _____
Thompson _____		
Action _____		
Postponed/Tabled _____		

ADDENDUM TO FIREARMS RANGE AGREEMENT
Laramie County/MVM Inc.

THIS ADDENDUM is made and entered into by and between Laramie County, Wyoming, P.O. Box 608, Cheyenne, Wyoming 82003-0608, (“COUNTY”) and MVM Inc., 44620 Guilford Drive, Suite 150 Ashburn Virginia, 201471 (“MVM”).

I. PURPOSE

The purpose of this Addendum is to modify the Firearms Range Agreement, attached hereto as Attachment ‘A’ and fully incorporated herein (hereinafter “Agreement”).

II. TERM

This Addendum shall commence on the date last executed by the duly authorized representatives of the parties to this Addendum and Agreement and shall remain in full force pursuant to the terms of the Agreement and this Addendum.

III. MODIFICATIONS

A. Section 3 of the Agreement is stricken and of no force and effect. It shall be replaced as follows:

“MVM agrees that fees for the use of the range by its designated employees will be set in accord with Laramie County Shooting Sports Complex Policies. Billing for, and payment of, such fees will be as arranged and required by the Director of the Laramie County shooting sports complex.”

B. MVM understands and acknowledges that the shooting sports complex is used by members of the public and other organizations. MVM understands that its requested use of the facility may not be guaranteed and that availability of the range for use by its designated employees may be dependent upon the needs and scheduling of the Laramie County Shooting Sports Complex.

IV. ADDITIONAL PROVISIONS

1. Entire Agreement: The Agreement (1 page) and Addendum (4 pages) represents the entire and integrated agreement and understanding between the parties in regard to the subject matter herein and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

2. **Assignment:** Neither this Agreement and Addendum, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

3. **Modification:** This Agreement and Addendum shall be modified only by a written agreement, duly executed by all parties hereto.

4. **Termination:** This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

5. **Invalidity:** If any provision of this Agreement and Addendum 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 the provisions of this Agreement and Addendum are fully severable.

6. **Applicable Law and Venue:** The parties mutually understand and agree this Agreement and Addendum 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 and Addendum or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming or the Federal District Court, District Of Wyoming. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement and Addendum.

7. **Discrimination:** All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement and Addendum because of race, color, gender, creed, handicapping condition, or national origin.

8. **ADA Compliance:** All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

9. **Governmental/Sovereign Immunity:** COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement and Addendum. Further, COUNTY fully retains 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 Agreement and Addendum.

10. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement and Addendum shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement and Addendum shall operate only between the parties to the Agreement and Addendum, and shall inure solely to the benefit of the parties to this Agreement and Addendum.

11 . Indemnification: As indicated in section (4) of the agreement and To the fullest extent permitted by law, MVM agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with THE USE OF The Shooting Sports Complex except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. MVM shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.

12. Force Majeure: Neither party shall be liable to perform under this Agreement and Addendum 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.

13. 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.

14. Addendum Controls: Where a conflict exists or arises between any provision or condition of this Addendum and the Agreement, the provisions and conditions set forth in this Addendum shall control.

15. Compliance with Law: The parties agree that they shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

(Remainder of this page intentionally left blank)

ADDENDUM TO FIREARMS RANGE AGREEMENT
Laramie County/MVM Inc.
Signature page

LARAMIE COUNTY, WYOMING

By: _____
Amber Ash, Chairman, Laramie County Commissioners


Date _____

ATTEST:

By: _____
Debbye Lathrop, Laramie County Clerk

Date _____

MVM Inc.

By:  _____
Christopher McHale, General Counsel

Date 5-6-2015

REVIEWED AND APPROVED AS TO FORM ONLY

By:  _____
Mark T. Voss, Laramie County Attorney

Date 5/7/2015



FIREARMS RANGE AGREEMENT

This Firearms Range Agreement (this "Agreement") is made this 20th day of February 2015 by and between Laramie County Shooting Sports Complex, 13802 Bullseye Blvd., Cheyenne, WY 82009 and MVM, Inc. ("MVM"), 44620 Guilford Drive, Suite 150, Ashburn, Virginia 20147.

WHEREAS, Laramie County Shooting Sports Complex operates a firearms range at 13802 Bullseye Blvd., Cheyenne, WY 82009 and (the "Range"); and

WHEREAS, MVM desires to use the Range for firearms qualification activities in connection with the requirements of MVM's contract with the United States Marshals Service;

NOW, THEREFORE, the parties agree as follows:

1. MVM may use the Range for daytime and nighttime firearms qualification activities for its designated employees. The time, date and duration of each such MVM employee's use of the Range shall be requested by MVM and scheduled by Laramie County Shooting Sports Complex at least 48 hours prior to such use.
2. MVM shall ensure that its employees using the Range at all times adhere to the rules and regulations established by Laramie County Shooting Sports Complex for use of the Range.
3. MVM agrees to pay a fee of \$10.00 per hour per shooter employee for use of the Range. Laramie County Shooting Sports Complex will invoice MVM on a monthly basis and such invoices will be due and payable by MVM within thirty (30) days of receipt of the invoice.
4. MVM agrees that any personal injury or property damage that is caused solely by MVM employees while using the Range will be the responsibility of MVM. MVM will purchase and maintain adequate insurance to cover such injury or damage.
5. This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming, without regard to its conflicts laws.

LARAMINE COUTNY SHOOTING

Signature: _____

Date: _____

Printed Name and Title:

MVM, INC.

Signature:  _____

Date: 5-6-2015

Printed Name and Title:

Christopher McHale, General Counsel

MVM, INC.

44620 Guilford Road • Suite 150 • Ashburn • VA • 20147
Tel (571) 223-4500 • Fax (571) 223-4474 • VA Lic. #11-1259