

AGREEMENT TO PROVIDE COMMUNICATION EQUIPMENT
between
LARAMIE COUNTY, WYOMING and THE CHEYENNE LARAMIE COUNTY
HEALTH DEPARTMENT.

This Agreement is made and entered into by and between Laramie County, Wyoming, 310 W. 19th Street, Suite 300, Cheyenne, Wyoming, 82003 ("COUNTY") and The Cheyenne Laramie County Health Department, 100 Central Ave., Cheyenne, WY 82007 ("HEALTH DEPARTMENT").

I. PURPOSE

Laramie County Emergency Management Agency (EMA) seeks to provide twenty (20) APX8000 portable radios, and ten (10) APX8500 mobile radios and accessories detailed in Attachment A to the Cheyenne Laramie County Health Department under conditions required by state and federal law and regulations. This equipment was purchased specifically for the Cheyenne Laramie County Health Department with grant funds provided under the Coronavirus State and Local Fiscal Recovery Funds (ARPA CFDA #21.027).

II. TERM

This Agreement shall commence on the date last executed by the duly authorized representatives of the parties to this Agreement, and shall remain in force until the radio project is completed by HEALTH DEPARTMENT and accepted by COUNTY as set forth in the Agreement.

III. RESPONSIBILITIES OF COUNTY

- A. COUNTY shall provide the list of equipment as listed in Attachment A to the Cheyenne Laramie County Health Department.

IV. RESPONSIBILITIES OF THE HEALTH DEPARTMENT

- A. All radio equipment to be specified by HEALTH DEPARTMENT shall be WyoLink compatible and capable upon delivery, of transmitting and receiving digital unencrypted voice in the Project 25 Common Air Interface (CAI) conventional mode.
- B. HEALTH DEPARTMENT shall ensure all equipment provided by the COUNTY is properly maintained.
- C. HEALTH DEPARTMENT agrees not to dispose or otherwise transfer possession of any piece of equipment provided under this grant to an outside agency or entity without first obtaining written approval from Laramie County.

- D. **HEALTH DEPARTMENT** understands and acknowledges that the equipment provided by Laramie County EMA, including radios may not be intrinsically safe, and accepts full responsibility for the liability resulting from the usage of the equipment.

V. GENERAL PROVISIONS

A. **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.

B. **Entire Agreement:** This Agreement (5 pages), and the attached 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.

C. **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.

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

E. **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.

F. **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 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. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to HEALTH DEPARTMENT and to COUNTY in executing this Agreement. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement.

G. **Contingencies:** HEALTH DEPARTMENT certifies and warrants no gratuities, kickbacks or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.

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

I. **ADA Compliance:** All parties agree they will not discriminate against a qualified individual with disability, pursuant to 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.

J. **Governmental/Sovereign Immunity:** COUNTY and HEALTH DEPARTMENT do not waive their Governmental/ Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement. 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.

K. **Indemnification:** Each Party to the Agreement shall assume the risk of any liability arising from its own conduct. Neither Party agrees to insure, defend, or indemnify the other.

L. **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.

M. **Conflict of Interest:** COUNTY and HEALTH DEPARTMENT affirm, to their knowledge, no HEALTH DEPARTMENT employee has any personal beneficial interest whatsoever in the agreement described herein. .

N. **Force Majeure:** Neither 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.

O. **Limitation on Payment:** COUNTY's payment 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 HEALTH DEPARTMENT the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify HEALTH DEPARTMENT 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.

P. 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.

Q. Compliance with Law: COUNTY and HEALTH DEPARTMENT shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

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between
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HEALTH DEPARTMENT.

Signature Page

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

CHEYENNE LARAMIE COUNTY HEALTH DEPARTMENT

By: Kathy Emmons _____ Date 3/1/22
Kathy Emmons, Executive Director

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By: [Signature] _____ Date 3/1/22
Laramie County Attorney's Office



Absolute SOLUTIONS 1618 E 11th St
Cheyenne, WY 82001

Quotation

Date	Estimate #
2/16/2022	1400

Name / Address
Laramie County Health Dept 100 Central Ave Cheyenne, WY 82007

Ship To
Laramie County Health Dept 100 Central Ave Cheyenne, WY 82007

Rep	Project

Qty	U/M	Description	Unit Price	Total
20	ea	APX8000 All Band Portable radios 3.5 version Astro Digital CAI Operations, P25 9600 Baud Trucking, ADP Only, 3 year essential service, TDMA operations, P25 Link Layer Authentication, Multicast voting scan, Delete UHF Band, Wifi Capability, Smartzone Operation, and Programming over P25 (OTAP)	3,961.51	79,230.20
20	ea	CHARGER, Single Unit, Impres 2	123.78	2,475.60
10	ea	APX8500 High Power All Band Mobile Radio 7.5 Water Resistant Speaker, Smartzone, 3 Year essential service, Gateway RSM, Delete UHF, No GPS/WI-FI/RF antenna needed, APX Control Head Software, No J600 Adapter Cable needed, Astro Digital CAI Operations, APX E5 Control Head, ADP only, and P25 Trunking Software	3,569.78	35,697.80
10	ea	Antenna, Kit, 764-870 Mhz, 3 db Gain	32.13	321.30
10	ea	Antenna, Wideband, VHF	47.30	473.00
10	ea	Multiplexer *** All items above will be billed out by Motorola directly to Cheyenne-Laramie County Health Department	156.89	1,568.90
30	ea	Programming and verification of proper operations and settings	110.00	3,300.00
10		Installation of APX8500 into vehicles at our shop in Cheyenne, WY	280.00	2,800.00
			Subtotal	\$125,866.80
			Sales Tax (5.0%)	\$0.00
			Total	\$125,866.80

This quote is only valid for 45 days unless it's otherwise noted.

Phone #	Fax #
307-637-3459	307-637-6797

Signature _____