

SECURITY SYSTEMS MAINTENANCE AGREEMENT
between
LARAMIE COUNTY, WYOMING & KUBL GROUP

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, P.O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and KUBL Group 3227 S. Timberline, Suite A, Fort Collins Colorado 80525 (CONTRACTOR.) The parties agree as follows:

I. PURPOSE

The purpose of this Agreement is for CONTRACTOR to provide a comprehensive maintenance services for the security systems at the Laramie County Juvenile Justice Center, including associated work as described in the Maintenance Proposal dated February 10, 2020, which is fully incorporated herein as Attachment A.

II. TERM

This Agreement shall commence on July 1, 2020, or when the last signature is affixed hereto, whichever date is later, and shall remain in full force and effect until June 30, 2023.

III. PAYMENT

Payment for work performed pursuant to this Agreement shall be as specified the "Monthly Cost" and "Annual Rate" as set forth in Attachment A. Payment will be made upon receipt of the CONTRACTOR=S invoices to the COUNTY. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. ' 16-6-602 (as amended).

IV. RESPONSIBILITIES OF CONTRACTOR

A. CONTRACTOR shall perform and complete the work as described in the Maintenance Proposal Scope of Services included in Attachment 'A' to this agreement, with one modification:

- 1) The paragraph titled "Insurance" is modified according to the terms of paragraph V.N., below.

B. CONTRACTOR agrees to retain any required records for three (3) years after the County makes final payment and all other matters relating to the Agreement are concluded. CONTRACTOR agrees to permit access by the COUNTY or any of its duly authorized representatives to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this specific Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions. It is agreed that finished or unfinished documents, data or reports, prepared by CONTRACTOR under this contract shall be considered the property of the COUNTY and upon completion of the services to be performed, or upon termination of this

Agreement for cause, or for the convenience of the COUNTY, will be turned over to the COUNTY.

V. GENERAL PROVISIONS

A. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of COUNTY. CONTRACTOR is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. CONTRACTOR assumes responsibility for its personnel who provide services pursuant to this contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. CONTRACTOR is free to perform the same or similar services for others.

B. Acceptance Not Waiver: COUNTY approval of the reports, and work or materials furnished hereunder shall not in any way relieve CONTRACTOR of responsibility for the technical accuracy of the work. COUNTY approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. 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 COUNTY upon notice to CONTRACTOR, (c), by CONTRACTOR, with thirty (30) days' prior written notice to the other party; or (d) upon mutual written agreement by both parties.

D. Entire Agreement: This Agreement (5 pages), Exhibit 2: "Insurance Requirements," and Attachment 'A' (7 pages) represent the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

E. 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.

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

G. 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.

H. 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 CONTRACTOR 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.

I. Contingencies: CONTRACTOR certifies and warrants no gratuities, kick-backs 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.

J. 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.

K. 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.

L. 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. 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.

M. Indemnification: To the fullest extent permitted by law, CONTRACTOR 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 work performed by or on behalf of CONTRACTOR for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.

N. Insurance: Contractor shall obtain all insurance required in the attached Exhibit 2: "Insurance Requirements" and shall file certificates of such insurance satisfactory to the County and approved by the County.

O. 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.

P. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.

Q. 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.

R. 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 CONTRACTOR the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR 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.

S. 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.

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SECURITY SYSTEMS MAINTENANCE AGREEMENT
between
LARAMIE COUNTY, WYOMING & KUBL GROUP

SIGNATURE PAGE

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Gunnar Malm, Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

CONTRACTOR: KUBL Group

By:  _____ Date 4-7-2020
Title: _____

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  _____ Date 4/14/20
Laramie County Attorney's Office

Exhibit 2:
Insurance Requirements

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and Code 9 (non-owned autos), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

3. **Workers’ Compensation** insurance as required by the State of Wyoming with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *(Not required if Contractor provides written verification it has no employees)*

4. **Professional Liability** (Errors and Omissions): Omitted.

If the Contractor maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees and volunteers are to be covered as additional insured’s on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an

endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the **Contractor's insurance coverage shall be primary** insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that **coverage shall not be cancelled, except with notice of County.**

Waiver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract work.***

3. If coverage is cancelled or non-renewed, and not replaced *with another claims-made policy form with a Retroactive Date prior to* the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of *five (5)* years after completion of work.

Verification of Coverage

Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Acceptance of the insurance by the County shall not relieve, limit, or decrease the liability of the Contractor. The Contractor shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The County does not represent that the insurance requirements are sufficient to protect the Contractor’s interest or provide adequate coverage.

MAINTENANCE PROPOSAL

DATE: February 10, 2020

FACILITY: Laramie County Juvenile Services Center

ADDRESS: 13794 Prairie Center
Cheyenne, WY 82009

CONTACT: Sgt. Robert Charley

Sgt. Charley:

This correspondence outlines the complete scope of work you requested, including objectives, procedures, identification of responsibilities, and fees, for the control upgrade project at the Laramie County Detention Center.

OBJECTIVE

Provide comprehensive maintenance services for security systems at the Laramie County Detention Center. KUBL Group, LLC will reduce the risk of failure of the integrated control system at the jail by providing maintenance, programming and troubleshooting services on a recurring schedule.

SCOPE OF SERVICES

Scheduled Maintenance Task List

Grounding and Surge Protection

- Check surge protector status indicators and through voltage where applicable.
- Notify owner of any damaged or defective surge suppression units and develop action plan.

Uninterruptible Power Supply (UPS)

- Check system diagnostics on each UPS.
- Interrupt input power and test UPS output voltage stamina.
- Inspect battery connections and batteries.
- Notify owner of any damaged or defective UPS parts and develop action plan.
- Clean enclosures.

Security Monitoring and Control System (SMACS)

- Inspect input power voltage to each rack where applicable.
- Inspect output power from each power supply to SMACS equipment where applicable.
- Inspect switching relays for contact worn or burned contacts.
- Inspect switching relay cards (fuses, power, LED's, wiring connections).
- Inspect wire for bare spots and signs of dry rot.
- Inspect PLC equipment racks.
- Notify owner of any damaged, defective, or worn parts, and develop action plan.
- Clean equipment racks and internal equipment.

Intercom and Paging

- Test input power to intercom and paging amplifiers.
- Test audio to switching relays.
- Test audio levels to speakers and adjust as required.
- Inspect connections to switching relay cards.
- Inspect audio switching cards.
- Notify owner of any damaged speakers and intercom equipment and develop action plan.
- Clean intercom and paging amplifiers.

Closed Circuit Television System (CCTV)

- Inspect video clarity from each camera.
- Adjust focus and camera coverage as required.
- Inspect outdoor camera housings for proper operation of heaters.
- Inspect camera power supplies for proper outlet voltage.
- Inspect connections at CCTV switcher and monitors.
- Adjust CCTV monitors as required.
- Notify owner of any worn or defective equipment and develop action plan.
- Clean monitors, switcher, enclosures, cameras and lenses.

Central Control and Management Systems

- Inspect/test CPU data connections.
- Inspect CPU cooling fans.
- Adjust monitors as required.
- Inspect/test printers.
- Inspect/test control mouse.
- Inspect/test keyboards.
- Notify owner of any damaged or defective parts and develop action plan.

- a. Provide on-site staff within 24 hours in the event of emergency
 - b. Provide on-site staff within 72 hours in the event of non-emergency
- Scheduling
 - a. Work with facility personnel to develop a mutually agreeable schedule for routine maintenance and programming.
 - b. Communicate with facility personnel one-week prior to on-site visit to go over any issues that may need to be addressed in addition to routine maintenance duties.
- Contacts
 - a. Provide scheduling, non-emergency, and emergency contacts to assure timely attention to any matters that may arise.
- Insurance
 - a. Provide proof of insurance upon notice of intent to award, with Laramie County, WY as additional insured.

COUNTY/FACILITY RESPONSIBILITIES

This project will demand significant and perpetual adjustments to both your software and hardware that is in place. Ultimate success is highly dependent on communication of jail staff with our employees. To help achieve a smooth and successful implementation, it will be your responsibility to perform the following:

1. Compile a "punch list" of outstanding items and submit them to KUBL Group not later than one week prior to our scheduled on-site visit.
2. Schedule a mutually agreeable on-site visit a minimum of 30 days in advance.
3. **Provide software development licenses, passwords, and any other development documentation for all existing software, hardware and programming.**
4. Monies, payments or licensing fees required for updates required by current hardware or software manufacturers or integrators.
5. Replacement parts of any type. KUBL Group can provide parts at 10% off of MSRP.
6. Provide contacts for the following:
 - Scheduling
 - Authorization of work & equipment to be purchased outside of this contract
 - Billing

- Clean monitors, CPU housings, control and interface parts.

Card Access/Card Reader

- Verify operation of all remote card access stations
- Update software as required
- Verify proper functions of cards via staff conversations
- Program and update additional cards (owner supplied) upon request
- Verify functionality of power supplies

General

- Inspect existing inventory of spare parts needed to maintain systems.
 - Make recommendations of additional spare parts needed for inventory.
 - Maintain corrections to as-built drawings as required per changes.
 - Provide backup of software after each alteration per station.
- Remote Connection
 - a. KUBL Group to provide and install appropriate equipment for remote connectivity. This equipment will become property of the facility once installed. All internet connectivity and cost associated are the responsibility of the facility.
 - Training and Testing
 - a. Work with you and your staff during installation and implementation of any new installed equipment or programming changes to help you gain a general understanding of the system.
 - b. Train users on proper use and troubleshooting of equipment.
 - c. Upon completion of any installation of new equipment, test to assure optimum functionality and performance are achieved.
 - Programming Changes/Adjustments
 - a. Provide programming adjustments to current Indusoft software as desired by owner (billable at hourly rates)
 - b. Provide programming adjustments to accommodate any new hardware or software desired to be integrated into system (billable at hourly rates)
 - c. Provide documentation of changes made and provide a copy to the owner.
 - d. Provide free telephone support for 30 days after changes are made. Subsequent charges for support calls are billed in 10-minute units at \$15.00 per unit.
 - Non-programming related support & troubleshooting

BENEFITS

Allowing KUBL Group to partner with the Laramie County Juvenile Services Center will afford the county several benefits to include:

- Responsible use of time & resources
- Timely, knowledgeable responses to questions and issues that arise
- Experienced staff within the detention industry
- Programming and equipment recommendations based on facility desires & requirements
- Personalized service. We prefer the same technician and programmer to be involved with your facility on an ongoing basis to assure they are familiar with the facility.
- Performance that meets or exceeds all guidelines as set forth by facility staff.

NOT INCLUDED

1. Taxes, Fees or other assessments
2. Bonds
3. Parts of any type. All parts to be owner supplied.
4. Warranty of any type on existing equipment. All project warranties are in effect per project requirements
5. Programming
6. Additional costs incurred due to lack of passwords, programming or as-built documents
7. Video Visitation system
8. Locks, doors, closers

LARAMIE COUNTY JUVENILE SERVICES CENTER	
Scope	Security Electronics
Frequency	Monthly
Cost	\$ 10,700 PER YEAR
Term	Annual
	4% annual increase If three year contract is agreed upon, increase is waived
Work outside of contract:	SEE ATTACHED. FACILITY WILL QUALIFY FOR CONTRACT RATES.
Parts Pricing	SEE ATTACHED. FACILITY WILL QUALIFY FOR CONTRACT RATES.

PRICING NOTES

- ALL equipment purchases must be approved IN WRITING, by signature, by appropriate county personnel prior to being installed. A detailed T&M quote can be provided prior.
- Payment is due at the beginning of contract period, and can be annual, quarterly or monthly.

CLOSING

We appreciate the opportunity to partner with Laramie County to provide a solution to fit your needs. If there are any questions or concerns, please feel free to call or email any time.

Sincerely,



Kurt Potts
Principal
KUBL Group
720.606.1400
kpotts@KUBLgroup.com

ACCEPTANCE OF PROPOSAL

By signing below, I authorize KUBL Group, LLC to proceed with the scope of work outlined herein, for the term stated. Any and all work performed by KUBL Group shall be billable and payable as defined above. Also, by signing this document, I declare I am duly authorized to enter into this contract on behalf of my agency.

Name: _____

Printed Name: _____

Title: _____

Date: _____

SERVICE RATE SCHEDULE

Current as of January 1, 2020

Visit Type Scheduling On-Site Response Time	MAINTENANCE	STANDARD		EXPEDITED		EMERGENCY	
	Recurring	Time & Material		Time & Material		Time & Material	
	Recurring	As Agreed Not less than 7 days in advance		As Agreed Not less than 3 days in advance		ASAP	
	Regularly Scheduled	As Agreed, 7-14 days		As Agreed, 3-5 days		As Agreed 12-24 hours	
	Contract	Contract	Non-Contract	Contract	Non-Contract	Contract	Non-Contract
Technician	\$ 0	\$ 120.00	\$ 150.00	\$ 150.00	\$ 200.00	\$ 200.00	\$ 250.00
Engineer	\$ 0	\$ 140.00	\$ 165.00	\$ 160.00	\$ 200.00	\$ 200.00	\$ 250.00
Programmer (Off-Site)	\$ 0	\$ 150.00	\$ 175.00	\$ 175.00	\$ 200.00	\$ 200.00	\$ 250.00
Travel Time	\$ 0	Billable \$65/hour	Billable \$75/hour	Billable \$65/hour	Billable \$75/hour	Billable \$75/hour	Billable \$100/hour
Travel Costs	\$ 0	Billable Cost + 15%	Billable Cost + 25%	Billable Cost + 15%	Billable Cost + 20%	Billable Cost + 15%	Billable Cost + 20%
Per Diem Costs	\$ 0	Billable at GSA Rates	Billable at GSA Rates	Billable at GSA Rates	Billable at GSA Rates	Billable at GSA Rates	Billable at GSA Rates
Minimum Billing (On-Site Services)	\$ 0	4 hours	4 hours	4 hours	4 hours	4 hours	4 hours
Minimum Billing (Off-Site Services)	\$ 0	0 hours	2 hours	1 hour	2 hours	1 hour	2 hours
Parts Mark-up	20%	20%	30%	20%	30%	20%	30%

3227 S. TIMBERLINE, SUITE A, FORT COLLINS, CO 80525

970.818.2588

WWW.KUBLGROUP.COM

CURRENT AS OF: 1/1/2019

SERVICE AGREEMENT SCOPE

Services	Notes
Services for the following systems: • Control System ○ HMI PC's, Monitors & Programming ○ PLC's, I/O & Power Supplies • Intercom System ○ Head End & Field Devices • CCTV System ○ Head End, Field Devices & Viewing • Uninterruptible Power Supplies ○ SEC Equipment Rooms ○ HMI Locations ○	1. Level of service requested/required will be on a case-by-case basis. KUBL Group representative will require owner's representative to determine level of service required (via email) prior to scheduling/dispatching personnel. 2. EXTREME effort will be made to coordinate Standard service visits with other work in the area to minimize or eliminate travel costs. Please note that Expedited/Emergency travel may include airfare, if required. 3. It is recommended that any and all PC's associated with system have TeamViewer client installed with remote access to allow remote troubleshooting, to minimize travel and technician cost. 4. Maintenance Contract is an annual agreement with a set number of visits per year, generally 4, 6, 12 or more. 5. Time & Material Work - Any and all work completed shall be billable at time of completion. All submitted invoices shall be paid with 30 days. 6. If facility requires background, CJIS, fingerprinting, and/or facility badging, any costs for this shall be paid for by owner. Should KUBL Group not be made aware of these requirements in advance and must wait to enter facility upon a service call, any and all time required shall be billable at hourly rates.