

**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 to purchase 8 Minitor 6 Pagers for Laramie County Fire District #3 using Homeland Security Grant Funding.

5. DOCUMENTATION: 1 Original

Amount \$2,539.00

RECEIVED AND APPROVED AS
TO FORM ONLY
LARAMIE COUNTY ATTORNEY



Commissioner

Clerks Use Only:

Signatures

Holmes _____

Heath _____

Ash _____

Thompson _____

Kailey _____

Action _____

Postponed/Tabled _____

Co Attny _____

Assist Co Attny _____

Grants Manager _____

Outside Agency _____

**AGREEMENT TO PROVIDE COMMUNICATIONS EQUIPMENT
BETWEEN LARAMIE COUNTY, WYOMING AND LARAMIE COUNTY FIRE
DISTRICT #3**

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, 310 West 19th Street - Room 300 Cheyenne, Wyoming 82001, ("COUNTY") and Laramie County Fire District #3 (LCFD#3), 110 Cheyenne Ave, Albin, WY 82050. The parties agree as follows:

I. PURPOSE

Laramie County seeks to provide interoperable communications equipment to Laramie County Fire District #3 under conditions required by state and federal law and regulations. This equipment will be 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 October 31, 2022.

III. RESPONSIBILITIES OF COUNTY

COUNTY shall purchase interoperable communications equipment to the specifications of LCFD#3. The list of equipment is attached as Attachment A. The COUNTY shall provide this equipment to LCFD#3.

IV. RESPONSIBILITIES OF CONTRACTOR

- A. All radio equipment to be specified by LCFD#3 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. LCFD #3 shall ensure all equipment provided by the COUNTY is maintained and available for response to terrorist incidents and other public safety related purposes. LCFD #3 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. LCFD #3 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.
- E. LCFD #3 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. LCFD #3 agrees to provide an inventory of all equipment provided under this agreement on or before the 15th 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 with a purchase price greater than \$500.00. The inventory shall be sent to the Laramie County Grants Department, with a copy to the Laramie County Emergency Management Agency, at the COUNTY address provided above.

V. GENERAL PROVISIONS

- A. Independent Contractor: The services to be performed by LCFD #3 are those of an independent contractor and not as an employee of COUNTY. Neither LCFD #3 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 either party at any time for failure of the other party to comply with the terms and conditions of this agreement; or (b) upon mutual written agreement by both parties.
- C. Entire Agreement: This Agreement (4 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 LCFD #3 and to COUNTY in executing this Agreement. This

provision is not intended nor shall it be construed to waive LCFD #3's or COUNTY'S governmental immunity as provided in this Agreement.

- H. Governmental/Sovereign Immunity: Neither COUNTY nor LCFD #3 waives 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 and LCFD #3 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 Agreement except for an action brought to enforce the terms of this Agreement.
- I. Indemnification. Each party to this agreement shall be responsible for any liability from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- 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: 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.
- 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 LCFD #3 the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify LCFD #3 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. LCFD #3 shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

VI. SIGNATURES

LARAMIE COUNTY, WYOMING

By: _____
Troy Thompson, Chairman

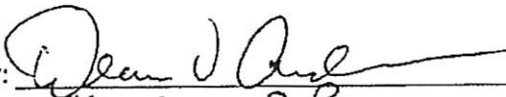
Date: _____

ATTEST:

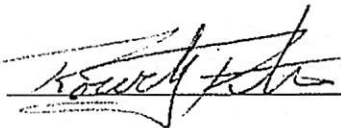
By: _____
Debra Lee, Laramie County Clerk

Date: _____

LARAMIE COUNTY Fire District #3 BOARD

By: 
Title: Board Pres.

Date 10/2/17

Secretary: 

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: 
Mark Voss, Laramie County Attorney

Date 10/10/17



Quote: 11178

Lee Peterson
LARAMIE COUNTY FIRE DISTRICT #3
110 CHEYENNE AVE
ALBIN WY 82050

Date: Aug 29, 2017
Your Reference: GRANT REQUEST
Valid To: Oct 27, 2017
Request Date: Aug 31, 2017
Customer Number: C2545

Contact: Wes Chisnall
Phone: +1 (970) 330-9415
Fax: +1 (970) 330-3632
E-Mail: wes.chisnall@wiradcom.com

Dear Sir or Madam,
Thank you for your interest. We offer the following items:

Line	Product	Description	Quantity	Net Price	Net Value
10	A03JAC8JA2	143-174MHZ SGL CH NON-UL MINITOR VI	6 Each	419.00 USD / 1 Each	2,514.00 USD
Standard Package Includes: - 1 Battery Pack - Standard Charger (RLN6505) - Belt Clip (RLN6509) - User Guide - Two-Year Warranty					
20	PRG	Programming	6 Each	0.00 USD / 1 Each	0.00 USD
30	SHIP	SHIPPING AND HANDLING	1 Each	25.00 USD / 1 Each	25.00 USD

Total Item Net Value

2,539.00 USD

Total

2,539.00 USD

Payment Terms: 30 days net

Best Regards,
Wes Chisnall
Wireless Advanced Communications

REMITTANCE ADDRESS:
Wireless Advanced Communications, Inc
3901 West Service Road
Evans, CO 80620

WWW.WIRADCOM.COM
<https://www.facebook.com/wirelessadvancedcommunications>
<https://twitter.com/Wiradcom>
http://instagram.com/wireless_advanced_comm

Test Copy