

**AGREEMENT FOR INSTALLATION SPRINKLER HEADS
BETWEEN SUMMIT FIRE & SECURITY, and
LARAMIE COUNTY, WYOMING**

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, P.O. Box 608, Cheyenne, Wyoming 82003-0608, (ACOUNTY@) and Summit Fire & Security, 2022 Snyder Avenue, Cheyenne, Wyoming 82001 (ACONTRACTOR@). The parties agree as follows:

I. PURPOSE

The purpose of this Agreement is for the COUNTY to contract for the purchase and installation of seven (7) sprinkler heads and associated equipment by the CONTRACTOR as specified in the CONTRACTOR'S quote attached hereto as Attachment A and fully incorporated herein (hereinafter "Agreement").

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 full force and effect until the installation services are completely performed.

III. RESPONSIBILITIES OF COUNTY

COUNTY shall pay CONTRACTOR for services upon receipt of the CONTRACTOR's invoice to the COUNTY as detailed in Attachment A. The total annual amount paid to the CONTRACTOR shall not exceed \$1,888.00. 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 provide and complete the services described in Attachment A, attached hereto and fully incorporated herein.

B. CONTRACTOR agrees to retain all 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. Preference-Wyoming Labor Should the subject of this agreement constitute the construction, reconstruction, improvement, enlargement, alteration, or repair, of any public works project or improvement, by signature below CONTRACTOR acknowledges the requirement for the use of Wyoming labor pursuant to W.S. §16-6-203 as amended, except in circumstances as provided by law including, but not limited to W.S. §16-6-201 et seq.

C. 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.

D. 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.

E. Entire Agreement: This Agreement (5 pages) and Attachment A (2 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.

F. 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.

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

H. 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.

I. 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.

J. Contingencies: CONTRACTOR 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.

K. 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.

L. 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.

M. 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.

N. 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.

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. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

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.

T. Compliance with Laws: CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

U. Controlling Authority: To this extent this agreement is inconsistent with the work order or its referenced documents, this agreement controls.

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BETWEEN SUMMIT FIRE & SECURITY, and
LARAMIE COUNTY, WYOMING**

Signature Page

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Laramie County Clerk

SUMMIT FIRE & SECURITY:

By:  _____ Date 5-11-2023
Authorized Individual

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  _____ Date 5.12.23
Laramie County Attorney's Office

2022 Snyder Avenue
Cheyenne, WY 82001
307.634.3473



Corporate Office
1025 Telegraph Street
Reno, NV 89502
775.856.1553

Date: 4/17/2023

Summit Fire & Security LLC ("Summit Fire & Security") is presenting a **quote** in accordance with the State Fire code including the items indicated below.

| CLIENT | |
|----------|-------------------------|
| Name: | ARCHER SHOOTING COMPLEX |
| Address: | 13802 BULLSEYE BLVD |
| | CHEYENNE, WY 82009 |
| Contact: | KEITH TAST |
| Phone: | 307-775-7484 |
| Cell: | |
| E-mail: | TAST@LARAMIECOUNTY.COM |
| Email: | |

| | | | |
|------------|--|-------|--|
| Name: | | | |
| Address: | | | |
| Contact 1: | | | |
| Phone: | | Cell: | |
| Contact 2: | | | |
| Phone: | | Cell: | |

| DESCRIPTION | QTY | PER UNIT | TOTAL COST |
|--|-----|---------------|------------|
| LABOR;2 PERSONS | 6 | 151.00 PER HR | \$906 |
| PLEASE NOTE IF LABOR HOURS ARE LESS THAN BID, THEY WILL BE ADJUSTED ON THE FINAL INVOICE. | | | |
| SPLINKLER HEADS (HD TY INST RAVEN) | 7 | 136.5 | \$956 |
| sprinkler cage (spc675) | 5 | 5.10 ea | \$26 |
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| EXCLUSIONS: | SUMMARY: |
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|---------------|------|
| Initial Term: | |
| From: | THRU |
| Presented By: | |

| | |
|--|-----------------------|
| Salesperson's Name | |
| dheller@summitfiresecurity.com | |
| Summit Fire & Security LLC | |
| 2022 Snyder Avenue | |
| Cheyenne, WY 82001 | |
| Fire Life Safety Sales Representative | |
| cell phone: 307-369-3541 | |
| Direct phone 307-634-3473 | Fax: 307-632-1887 |
| Signature: | <i>Darrell Heller</i> |
| Date: | 4/17/2023 |

| | |
|---------------------------------|----------------|
| Total Annual Investment: | \$1,888 |
|---------------------------------|----------------|

ACCEPTANCE: This is a quote ONLY performed in accordance with the State Fire code as indicated by items checked above. Any additional maintenance, repairs or alterations will be made only upon receipt of such orders by an authorized person, at Summit Fire & Security's prevailing rates. Payment is due 30 days from date of billing or payment at time of service. Service is contingent on completion of credit application or credit card information being submitted to Accounts Receivable Department.

GENERAL CONDITIONS: The General Conditions attached to this Agreement are incorporated herein and made a part of this Agreement. Upon acceptance of this Agreement by Client, the General Conditions will automatically be part of this Agreement between Summit Fire & Security and Client.

The above prices, specifications and conditions, and the attached General Conditions, are hereby accepted. Summit Fire & Security is authorized to perform the work as specified. Client acknowledges that he/she has read and understands this Agreement.

NB_____

See General Conditions on Page 2

Contract Acceptance:

| | |
|------------|-------|
| Client: | |
| Signature: | Date: |

SUMMIT FIRE & SECURITY LLC INSPECTION SERVICE AGREEMENT GENERAL CONDITIONS

These General Conditions are attached to and made a part of the Inspection Service Agreement to which they are attached (collectively, the "Agreement") as if fully set forth on the front page of the Agreement. As used in these General Conditions, "Summit Fire & Security," "Client," and other words and terms used in these General Conditions shall have the same meanings as those terms have in the Agreement.

1. **Payment.** Client agrees to pay all fees (the "Fees") for the testing and inspection services (the "Services") included in the Agreement. If Client fails to pay the Fees within thirty (30) days after the date the same is due and payable, Client shall automatically be assessed and shall pay a late charge equivalent to three percent (3%) of the amount of such late payment, together with interest on such late payment at the lower of the maximum rate allowed by applicable law or the rate of eighteen percent (18%) per annum.
2. **Term/Renewal Pricing.** The initial term of the Agreement shall be a 1, 2 or 3 year term as indicated on the first page of the Agreement. The term of the Agreement shall continue to automatically renew for a like term unless either Client or Summit Fire & Security notifies the other party in writing at least sixty (60) days prior to the then expiring term that it does not want the term of the Agreement to renew. On the first annual anniversary date of this Agreement, and on each subsequent annual anniversary date thereafter during the term of the Agreement and any renewal hereof, the Fees as indicated on the first page of the Agreement shall automatically be increased by five percent (5%) per year.
3. **Changes.** Any changes to the Services to be provided by Summit Fire & Security during the term of the Agreement are to be documented by a written change order or amendment signed by Summit Fire & Security and Client, which may include, among other terms, a change in the Fees.
4. **Taxes.** Any taxes or other governmental charges related to the Agreement shall be paid by Client to Summit Fire & Security and shall be in addition to the Fees.
5. **Unavoidable Delays.** To the extent any time period for performance by Summit Fire & Security applies, Summit Fire & Security shall not be responsible for any delays due to federal, state or municipal actions or regulations, strikes or other labor shortages, equipment or other materials delays or shortages, acts or omissions of Client, or any other events or causes beyond the control of Summit Fire & Security.
6. **Access.** Client shall allow Summit Fire & Security to have reasonable access to the job location to allow the performance of the Services on the dates and at the times requested by Summit Fire & Security personnel.
7. **MECHANIC LIEN NOTICE. YOU ARE ENTITLED UNDER TEXAS LAW TO THE FOLLOWING NOTICE:**
 - a. ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THEIR CONTRIBUTIONS.
 - b. UNDER TEXAS LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.
8. **Limitation of Liability and Remedies.** The Services are not an insurance policy or a substitute for an insurance policy. The amount paid by Client for the Services is not sufficient for Summit Fire & Security to assume liability for loss or damage except as expressly set forth in this Agreement. In the event of any breach, default or negligence by Summit Fire & Security under this Agreement, Client agrees that the maximum liability of Summit Fire & Security shall not exceed \$500.00 or an amount equal to the Fees, whichever is greater, and Client expressly waives any right to make any claim in excess of that amount. Further, Client waives any right to any claims for punitive, exemplary, incidental or consequential damages. Client shall provide Summit Fire & Security with reasonable notice of any claim and a reasonable opportunity to cure any alleged breach or default. Client shall indemnify, defend and hold Summit Fire & Security harmless from and against claims, actions, costs and expenses, including reasonable legal fees and costs, arising out of any injury, death or damage occurring on or about the job site unless caused by the negligence or willful misconduct of Summit Fire & Security.
9. **Client's Failure to Pay.** If Client fails to pay any amount due to Summit Fire & Security as and when required, Summit Fire & Security shall have the right, but not the obligation, to immediately discontinue performing any Services and Summit Fire & Security may pursue any and all other rights and remedies, including the right to place a lien against the job site. In addition, Client shall be obligated to reimburse Summit Fire & Security for all reasonable legal fees and costs incurred by Summit Fire & Security in the enforcement of this Agreement.
10. **Binding Arbitration Agreement.** Except as otherwise set forth in Section 9 above, in the event of any dispute between Client and Summit Fire & Security, whether during the performance of the Services contemplated under this Agreement or after, Client and Summit Fire & Security agree to negotiate in good faith towards the resolution of the dispute. If Client and Summit Fire & Security are unable to resolve the dispute within twenty (20) days after the date the dispute arises, then Client and Summit Fire & Security agree to resolve the dispute through binding arbitration. All disputes arising out of or relating to this Agreement including, without limitation, claims relating to the formation, performance or interpretation of this Agreement, and claims of negligence, breach of contract and breach of warranty, which are not resolved either through direct negotiation as provided above, shall be resolved by binding arbitration under the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. This arbitration agreement will be governed by the Federal Arbitration Act and the Minnesota Uniform Arbitration Act. Arbitration will be commenced by written demand for arbitration filed with the American Arbitration Association and the notice of filing, together with a copy of the written demand for arbitration, be provided to the other party in accordance with the notice provisions of this Agreement. However, no arbitration or legal action will be commenced following expiration of the application statute of limitations or repose. Judgment on the arbitration award will be confirmed in any court with jurisdiction. Client and Summit Fire & Security agree that any subcontractor, material supplier, or sub-subcontractor may be made a party to the arbitration proceeding. Venue for the arbitration will be in Washoe County, Nevada. Summit Fire & Security expressly reserves all mechanics lien rights under Chapter 514 of the Minnesota Statutes and may take such other legal action as is needed to perfect such rights. The provisions contained in this paragraph will survive the completion of the Services and termination of this Agreement.
11. **Miscellaneous.** The headings used herein are for convenience only and are not to be used in interpreting this Agreement. This Agreement shall be construed, enforced and interpreted under the laws of the State of Minnesota. Except as otherwise provided herein, jurisdiction and venue for the interpretation and enforcement of this Agreement shall be solely in the courts of the State of Minnesota located in Ramsey County, Minnesota. Each party waives the right to a jury trial. This Agreement may not be modified, amended or changed orally, but only by an agreement in writing signed by the parties hereto. Neither party shall be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by such party. If any provision of this Agreement is invalid or unenforceable, such provision shall be deemed to be modified to be within the limits of enforceability or validity, if feasible; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable. This Agreement is not assignable by either party. This Agreement is the entire agreement between the parties regarding the subject matter of this Agreement; any prior or simultaneous oral or written agreement regarding the subject matter hereof is superseded by this Agreement.