

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

**1. DATE OF PROPOSED ACTION:** December 19, 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

**3. DEPARTMENT:** Laramie County Combined Communications

**APPLICANT:** Visionary Communication, Inc.    **AGENT:** Glen Crumpton

**4. DESCRIPTION:** Consideration of this radio tower lease agreement entered into by and between the County of Laramie, Wyoming and Visionary Communication, Inc.

Amount \$ 9,000

From **Date of Last Signature**

To **7/1/2022**

**5. DOCUMENTATION:**    2 Originals

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



| <u>Commissioner</u> |       | <u>Clerks Use Only:</u> | <u>Signatures</u>     |
|---------------------|-------|-------------------------|-----------------------|
| Ash                 | _____ |                         | County Attorney _____ |
| Holmes              | _____ |                         | Deputy Attorney _____ |
| Thompson            | _____ |                         |                       |
| Heath               | _____ |                         |                       |
| Kailey              | _____ |                         | Grants Manager _____  |
| Action              | _____ |                         | Outside Agency _____  |
| Postponed           | _____ |                         |                       |

**LEASE AGREEMENT**  
**Between**  
**Laramie County, Wyoming and Visionary Communications, INC.**

This lease is made and entered into between Visionary Communication Inc. P.O. Box 2799, Gillette, Wyoming 82717 hereinafter referred to as "Lessor", and County of Laramie, Wyoming, 310 West 19<sup>th</sup> Street, Suite 300, Cheyenne, Wyoming 82001 hereinafter referred to as "County".

**I. PURPOSE**

Whereas, Lessor owns a tower hereinafter referred to as "tower" on a tract of land that lies within the Section 4 Township 12 N Range 66 W. This land is located near Cheyenne, WY (referred hereafter as "Leased Premises"). Site name will be "Chalk Bluffs Tower." County desires to lease space on the "tower" structure located on the property and maintain radio receivers and support equipment, already in place, for use as a radio facility for emergency services to the citizens of Laramie County.

**II. TERM**

The Lease Effective/ Commencement Date shall be July 1st, 2017 or the date last executed by the duly authorized representatives of the parties to this Lease Agreement, whichever is earlier, and shall remain in full force and effect for five (5) years, terminating at midnight on the last day of the month in which the annual anniversary of this date shall have occurred.

**III. PAYMENT**

County shall be allowed keep said equipment on the existing tower for a monthly rate of \$150.00 or \$1800.00 to be paid annually.  
Lessor shall bill Laramie County Combined Communications Center, 310 W. 19<sup>th</sup> Street, Cheyenne, Wyoming 82001 by detailed invoice. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended). No payment shall be made before the last signature is affixed to this agreement.

**IV. RESPONSIBILITIES OF COUNTY**

(A) County warrants that its equipment shall not cause interference with any other communications equipment existing and operating on the leased premises COUNTY shall cooperate with Lessor to the extent necessary to determine the source of any interference that may be caused by or emitted from its equipment and, in the event County's equipment causes interference to other equipment located on the leased premises, County shall, within fifteen (15) days, take all steps and precautions necessary to correct and eliminate the interference.

(B) County may not sublet, nor assign this Lease nor sublet all or any part of its rights without the prior written consent of the Lessor. (not unreasonably withheld). Any assignment by Lessor shall not be binding on Lessee until County is provided with written notice thereof showing a legal assignment.

Initials:

## Laramie County/ Chalk Bluffs Tower

- (C) Lessor shall have the right at all times to inspect any equipment placed on the leased premises by County of Laramie, Wyoming
- (D) Lessor reserves the right to require supervised access to the site. If notice is given to Lessee of such a request, County will be required to notify the Lessor (by phone) of the need for access to the site. Upon request, Lessor shall then provide it in a timely fashion commensurate with the situation, i.e. within 24 hours if an emergency repair needs performed.
- (E) In addition to the lease payments noted above, COUNTY shall also pay for or repair any and all damage to the building and to any fixtures and equipment in or on the premises of the tower, caused by COUNTY's employees, agents, or volunteers.
- (F) At the termination of this Lease, County shall remove all equipment from the leased premises. Any holding over shall be an unlawful detainer and Lessor may institute such proceedings against Lessor and shall receive any past due rent and the remaining rent for the year as liquidated damages.
- (G) If County equipment or the tower is destroyed or damaged without fault or negligence by County and it cannot be repaired at a reasonable cost in a reasonable time, County at its discretion may elect to terminate this Lease as of the date of the damage or destruction by written notice given to Lessor no more than ten (10) days following the date of determination of cost of the damage or destruction.

## V. LESSOR'S RESPONSIBILITIES

- A. LESSOR shall allow COUNTY full use and access to the leased Property and structures thereon for its operations.
- B. LESSOR shall not inhibit COUNTY's access to the site nor allow any of LESSOR's agents, invitees or other lessees to cause damage to or interfere with COUNTY's operations on the property.
- C. LESSOR warrants to COUNTY that it is sole owner in fee simple of the proper
- D. Lessor will provide power to County of Laramie, Wyoming for the operation of said equipment at no charge for the term of the contract. County of Laramie, Wyoming will use the existing building at the base of the tower, to house the necessary equipment. Lessor shall not be liable for any interruption of electrical service.
- E. Lessor represents and warrants that others permitted to have equipment on the leased premises shall be similarly constrained to determine the source of any interference that may be caused by or emitted from its equipment and shall, within fifteen (15) days, take all steps and precautions necessary to correct and eliminate the interference.

## VI. SPECIAL PROVISIONS

- A. COUNTY may, with LESSOR's prior written approval and at COUNTY's own expense, make alterations, additions, or improvements in and to the leased property and structures. Any alterations shall be performed in a workmanlike manner and shall not diminish or reduce the value of the property.

Initials:

B. COUNTY shall not use nor occupy the property or structures for any unlawful purpose. COUNTY agrees to use the building in full compliance with all state, federal and local laws, rules and regulations.

## VII. GENERAL PROVISIONS

A. Independent Contractor: The operations to be performed by COUNTY on the leased property are those of an independent contractor and not as an employee or agent of LESSOR. COUNTY assumes responsibility for its personnel who provide services or operations pursuant to this lease agreement and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them.

B. Acceptance Not Waiver: COUNTY's acquiescence to any actions taken by LESSOR shall not in any way relieve LESSOR of its obligations hereunder and 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 Lease Agreement may be terminated (a) by either party, with one hundred twenty (120) days prior written notice to the other party; (b) immediately for failure of the other party to comply with the terms and conditions of this Lease Agreement; or (c) upon mutual written agreement by both parties.

D. Entire Agreement: This Lease Agreement (5 pages) and 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.

E. Assignment: Neither this Lease 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 Lease 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 inability to enforce, 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 Lease 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 Lease Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be

Laramie County/ Chalk Bluffs Tower

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 COUNTY and to LESSOR in executing this Lease Agreement. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Lease Agreement.

I. Contingencies: County certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with this Lease Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Lease Agreement.

J. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Lease 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 Wyo. Stat. § 1-39-101 *et seq.* by entering into this Lease 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 Lease Agreement.

M. Indemnification: Each party to this Agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.

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

O. Force Majeure: Neither party shall be liable to perform under this Lease 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.

P. 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 this Lease

Initials:

Laramie County/ Chalk Bluffs Tower

Agreement, the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify LESSOR at the earliest possible time of the obligations 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.

Q. Notices: All notices required and permitted under this Lease 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.

**[The remainder of this page is intentionally left blank]**

Lessor:  
Visionary Communications Inc.  
1001 S. Douglas Hwy, Suite 201  
PO Box 2799 - 82717  
Gillette, WY 82716  
307.682.1884 office  
307.689.9068 cell  
307.682.2519 fax  
ggreenough@office.vcn.com

Lessee:  
County of Laramie, Wyoming.  
PO Box 608  
309 West 20<sup>th</sup> Street  
Cheyenne Wy, 82003

Initials:

**LEASE AGREEMENT**  
**Between**  
**Visionary Communications and Laramie County Wyoming**

**Signature Page**

LARAMIE COUNTY, WYOMING

By: \_\_\_\_\_ Date \_\_\_\_\_  
Troy Thompson, Chairman, Laramie County Commissioners

ATTEST:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Debra Lee, Laramie County Clerk

**VISIONARY COMMUNICATIONS**

By: \_\_\_\_\_ Date 12-5-2017  
Name (printed): Cory Worthen  
Title: D.P.

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

REVIEWED AND APPROVED AS TO FORM ONLY

By: \_\_\_\_\_ Date 12/13/17  
Gladys Ayokosok  
Deputy Laramie County Attorney

Initials: AW6