

**KUBL GROUP SECURITY SYSTEM UPGRADES
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, CO 80525 ("CONTRACTOR"). The parties agree as follows:

I. PURPOSE

The purpose of this Agreement is to detail the terms and conditions of the two proposals issued by KUBL Group to provide upgrades to the security camera systems in both the Laramie County Detention Center and the Laramie County Juvenile Services Center.

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 completely performed.

III. RESPONSIBILITIES OF COUNTY

COUNTY shall pay CONTRACTOR in accordance with the provisions of this Agreement and each proposal document. Payment will be made upon receipt of the CONTRACTOR'S invoice 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 provide and complete the services described in Attachment 'A', Laramie Adult CCTV IP Migration Proposal and Attachment 'B' the Systems Refresh Proposal, both 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' (5 pages) and Attachment 'B' (4 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, 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.

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 effected 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.

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**KUBL GROUP SECURITY SYSTEM UPGRADES
LARAMIE COUNTY, WYOMING / KUBL GROUP LARAMIE COUNTY**

Signature Page

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Laramie County Clerk

KUBL GROUP

By: Blake Z. Bretz Blake Bretz, Principal Date 4/15/22

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By: [Signature] Date 4/20/22
Laramie County Attorney's Office



AUTOMATED.
INTEGRATED.
SECURE.

Laramie Adult CCTV IP Migration PROPOSAL

April 13, 2022

Sgt. Robert Perkins
Laramie County Adult Detention Center
1910 Pioneer
Cheyenne, WY 82009

James.moore@laramiecountywy.gov

RE: Upgrade of existing analog cameras to IP in Adult Detention Center

Sgt. Perkins:

This correspondence outlines the complete scope of work we discussed, including objectives, procedures, identification of responsibilities, and fees, for CCTV IP Migration project at the Adult Detention Center

SYNOPSIS

The CCTV system at the Laramie County Adult Detention Center is currently comprised of 156 cameras. In 2013-2014, migration to an IP camera system began, as support and availability of analog system components became more difficult. The breakdown of camera system is roughly as follows:

- 100 of the cameras are analog cameras installed from original building commissioning through 2013
- 76 Avigilon IP cameras installed between 2013 and 2021
- Two viewing PC's in Master Control installed in 2013
- Two viewing PC's in Master Control installed in 2013
- One 96 TB Avigilon Server installed in 2019
- One 84 TB Avigilon Server installed in 2016
- Four (4) 24-port POE network switches installed in 2013
- One (1) 48-port POE network switch installed in 2019 (Expansion)
- One (1) 48-port POE network switch installed in 2020 (Intercom Upgrade)
- One (1) 48-port POE network switch installed in 2021 (D-Pod Cameras)

The CCTV system at the Adult Detention Center was updated in 2014 by CML RW Security. This upgrade consisted of adding additional cameras, as well as replacing the head end (recording and viewing) of the system while utilizing the existing cameras. This proposal is to provide a matching system at the Juvenile Services Center. Please note that the system that we are proposing will be a fully IP system, whereas the system at the adult currently has analog cameras and an IP head-end.

OBJECTIVES

1. Upgrade remainder of cameras (100) to improve image quality and reliability.
2. Add 15 additional cameras throughout facility to account for blind spots throughout the facility.
3. Provide appropriate storage for all cameras for 90 days' video storage.
4. Provide continued camera call-up functionality at master control.
5. Allow for continued viewing on PC's as desired by facility.

SCOPE OF SERVICES

Supply and install the following:

1. CCTV Head End
 - One (1) Avigilon 192 TB Storage Server
 - Ninety (90) (115-25 existing encoder licenses) Avigilon camera server licenses
 - Four (4) 48-port POE switches
2. Cameras
 - Replace one hundred (100) existing analog camera locations with IP cameras
 - Includes replacement of existing coaxial cabling with Cat6 cabling
 - Add fifteen (15) new camera locations
 - Camera types assumed as follows:
 - Eighty (80) 2.0 MP
 - Twenty (20) 3.0 MP
 - Ten (10) 5.0 MP
 - Five (5) 2.0 PTZ Cameras
3. Viewing Stations
 - Two (2) 4-monitor viewing PC's, reuse existing monitors
 - Master Control
 - Five (5) 2-Monitor viewing PC's
 - A/B, C, E, F, Booking

4. Control stations

- Integrate with existing HMI control stations
- All required programming within existing software platform
- Reuse all existing software and hardware to accomplish automatic camera call ups

INCLUDED

1. All labor & material to complete our scope of work herein.
2. Enterprise licensing for unlimited client connections.

EXCLUDED

1. Taxes of any type.
2. Bonds of any type. If required, please add 3% to our base bid price.
3. Permits & Fees, if required by local jurisdiction.
4. Equipment not specifically herein.
5. Software upgrade license fees, if required.

WARRANTY

KUBL Group shall warrant all equipment installed under this agreement for a period of one year from the date of substantial completion. KUBL Group will, at its option, either repair or replace any equipment or software that is not working without charge to the owner.

Items that will void this warranty are:

- Acts of violence, riot, vandalism or negligence
- Misuse or abuse of the system
- Attempts to troubleshoot or modify hardware or software by parties not authorized by KUBL Group
- Acts of God, including, but not limited to, fire, tornado, lighting, water or wind damage
- Attempts to integrate additional systems by parties not authorized by KUBL Group

SCHEDULE

LEAD TIME:	10-12 weeks
INSTALLATION:	3 weeks

COST

BASE BID: \$ 421,700.00
(four hundred twenty one thousand seven hundred & no/100 dollars)

PAYMENT TERMS

Payment due when milestones below are reached.

- 20% - engineered drawings/design approval (approx. 2-4 weeks from contract start)
- 30% - equipment/material onsite (approx. 6-8 weeks from contract start)
- 50% - installation complete (approx. 10-12 weeks from contract start)

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.

Due to current events, this quote is valid for 30 days

Sincerely,



Kurt Potts
Principal, KUBL Group
720.606.1400 • Cell
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: Don Hollingshead

Printed Name: Don Hollingshead

Title: Captain

Date: 4/14/22



AUTOMATED.
INTEGRATED.
SECURE.

PROPOSAL Systems Refresh

March 15, 2022

Lt. Eric Kent
Laramie County Juvenile Services Center
13794 Prairie Center Circle
Cheyenne, WY 82009

kente@laramiecounty.org

RE: Upgrade of existing key electronic components at the LCJSC.

Lt. Kent:

This correspondence outlines the complete scope of work including objectives, procedures, identification of responsibilities, and fees, for Electronics Systems Refresh project at the Laramie County Juvenile Detention Center.

BACKGROUND/HISTORY

KUBL Group has been responsible for maintenance and service of the security electronics systems at the Laramie County Juvenile Services Center since 2016. These systems are comprised of the PLC/HMI system for door control, digital intercom system, IP CCTV System, Card Access System and UPS (Uninterruptible Power Supply).

System updates/upgrades are as follows:

- 2016 – Admitting HMI PC, Downtown HMI PC, Admin PC (2015)
- 2017 – Admitting Touch Monitor, Downtown Touch Monitor, Equipment Room UPS
- 2018 – CCTV System Migration to Avigilon (84 TB Server, Switches, 4 PTZ Cameras. Viewing PC)
- 2020 – Card Access PC, License Migration/Upgrade, 10 cameras
- 2021 – Added cameras (7)
- 2021 – Remainder of Cameras (34)

OBJECTIVES

1. Replace "wear item" electronic items to minimize risk of downtime due to failure.

SCOPE OF SERVICES

Supply and install the following:

1. CCTV Head End
 - One (1) Avigilon 96 TB Storage Server
 - Reuse all existing ACC7 licenses
 - Two (2) Cisco 48-port POE switches
2. Cameras
 - Reuse all existing cameras
3. Viewing Stations
 - Two (2) 2-Monitor viewing PC's to include 24" monitors
 - Admitting
 - Downtown
4. Control stations
 - Two (2) Dell HMI Control Stations (Admitting, Downtown), each to include:
 - One (1) Dell HMI PC
 - One (1) 24" touch monitor
 - One (1) 24" LED Call Up monitor
 - Station UPS
 - Digital Optical Mouse
 - Keyboard
 - Upgrade of current license to most current Indusoft/AVEVA license

INCLUDED

1. All labor & material to complete our scope of work herein.
2. Enterprise licensing for unlimited client connections.

EXCLUDED

1. Taxes of any type.
2. Bonds of any type. If required, please add 3% to our base bid price.
3. Permits & Fees, if required by local jurisdiction.
4. Equipment not specifically herein.
5. Software upgrade license fees, if required.

WARRANTY

KUBL Group shall warrant all equipment installed under this agreement for a period of one year from the date of substantial completion. KUBL Group will, at its option, either repair or replace any equipment or software that is not working without charge to the owner.

Items that will void this warranty are:

- Acts of violence, riot, vandalism or negligence
- Misuse or abuse of the system
- Attempts to troubleshoot or modify hardware or software by parties not authorized by KUBL Group
- Acts of God, including, but not limited to, fire, tornado, lighting, water or wind damage
- Attempts to integrate additional systems by parties not authorized by KUBL Group

SCHEDULE

LEAD TIME:	10-12 weeks
INSTALLATION:	1 week

NOTES

DUE TO EXTREME PRICE VOLATILITY, PRICING IS VALID FOR 30 DAYS.

COST

BASE BID:	\$ 83,900.00
	(eighty three thousand nine hundred & no/100 dollars)

PAYMENT TERMS

Payment due when milestones below are reached.

- 20% - engineered drawings/design approval (approx. 2-4 weeks from contract start)
- 30% - equipment/material onsite (approx. 6-8 weeks from contract start)
- 50% - installation complete (approx. 10-12 weeks from contract start)

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 • Cell
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Name: Don Hollingshead

Printed Name: Don Hollingshead

Title: Captain

Date: 4/14/22