

LARAMIE COUNTY CLERK BOARD OF COUNTY COMMISSIONERS AGENDA ITEM PROCESSING FORM

1. DATE OF PROPOSED ACTION: March 17, 2015

2. AGENDA ITEM: Appointments Bids/Purchases Claims

X Contracts/agreements/leases Grants Land Use: Variances/Board App/Plats

Proclamations Public Hearings/Rules & Regs Reports & Public Petitions

Resolutions X Other

3. DEPARTMENT: Laramie County Combined Communications Center

APPLICANT: Grabar Voice & Data

AGENT: Glen Crumpton

4. DESCRIPTION: Consideration of a one year service contract between the Laramie County Combined Communications Center and Grabar Voice & Data for maintenance, repair and technical support of the Eventide Recording Equipment.

Amount: \$5,180.00

From: Date of Last Signature

To: February 24, 2016

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

5. DOCUMENTATION: 2 Originals

Commissioner

Clerks Use Only:

Signatures

Ash _____

Co Attny _____

Hasenour _____

Assist Co Attny _____

Holmes _____

Grants Manager _____

Humphrey _____

Outside Agency _____

Thompson _____

Action _____

ADDENDUM TO MAINTENANCE AGREEMENT
between
LARAMIE COUNTY, WYOMING and GRABAR VOICE & DATA, INC.

THIS ADDENDUM is made and entered into by and between Laramie County, Wyoming, 310 W. 19th St., Cheyenne, Wyoming 82001 ("COUNTY"), and Grabar Voice & Data, Inc., PO Box 1762, Bismarck, North Dakota 58502 ("CONTRACTOR"). The parties agree as follows:

I. PURPOSE

The purpose of this Addendum is to modify the Guaranteed Maintenance Agreement for the Nice 40-Channel Logger recording system at the Combined Communications Center, 2020 Capitol Avenue, Cheyenne, Wyoming 82001, as more fully described in Attachment A, Guaranteed Maintenance Agreement, which is specifically incorporated herein by reference.

II. TERM

The annual Guaranteed Maintenance Agreement, as modified by this Addendum, shall run from the date of the last signature affixed hereto and shall remain in full force and effect until February 25, 2016, unless terminated at an earlier date pursuant to the provisions of this Addendum, or pursuant to federal or state statute, rule or regulation.

III. PAYMENT

COUNTY shall pay CONTRACTOR \$5,180.00 (Five Thousand, One Hundred and Eighty Dollars) for the annual maintenance of the Nice 40-Channel Logger recording system. Payment will be made upon receipt of the CONTRACTOR'S invoice to the COUNTY, or submission of other documentation certifying completion of the services. 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 maintenance for the Nice 40-Channel Logger recording system at the Combined Communications Center, as more fully described in Attachment A.

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 Addendum and 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 Addendum and 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 Addendum and 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 Addendum and Agreement or of any cause of action arising out of the performance of this Addendum and Agreement.

C. Termination: This Addendum and 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 Addendum and 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.

D. Entire Agreement: This Addendum (5 pages) and Attachment A (4 pages) 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 Addendum and 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 Addendum and Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

G. Invalidity: If any provision of this Addendum and 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 Addendum and Agreement are fully severable.

H. Applicable Law and Venue: The parties mutually understand and agree this Addendum and 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 Addendum and 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 Addendum and Agreement. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Addendum and Agreement.

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

J. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Addendum and 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.*, as amended, 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. ANN. §§ 1-39-101 through 121 (2007), by entering into this Addendum and 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 Addendum and 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.

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

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

P. Force Majeure: Neither party shall be liable to perform under this Addendum and 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.

Q. 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 Addendum and 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 Addendum and Agreement in order to acquire similar services from another party.

R. Addendum Controls: Where a conflict exists or arises between any provision and condition of this Addendum and Attachment A, the provisions and conditions set forth in this Addendum shall control.

S. Notices: All notices required and permitted under this Addendum and 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 Law: CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

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between
LARAMIE COUNTY, WYOMING and GRABAR VOICE & DATA, INC.

Signature Page

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Amber Ash , Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Debbye Lathrop, Laramie County Clerk

CONTRACTOR: Grabar Voice & Data, Inc.

By: *Rafiq Nasiripir* Date *2-23-15*
Title: *Service Dispatch*

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By: *[Signature]* Date *3-2-15*
Bernard Haggerty, Deputy Laramie County Attorney