

SERVICE AGREEMENT 2005-2006
LARAMIE COUNTY, WYOMING/AMERI-TECH HVAC SERVICES, INC.

This service Agreement (hereinafter "Agreement") made and entered into by and between Laramie County, Wyoming, 310 W. 19th Street, Cheyenne, Wyoming, 82001 ("COUNTY") and Ameri-Tech HVAC Services, Inc., P.O. Box 6199, Cheyenne, Wyoming, 82003 ("CONTRACTOR") and Attachment 'A', which is specifically incorporated herein by reference, is intended to provide for the service and maintenance of COUNTY'S heating, ventilating and air conditioning systems(hereinafter 'HVAC'), said systems referenced in the aforementioned Attachment 'A'.

I. PURPOSE

The purpose of this Agreement is to provide for the service and maintenance of COUNTY'S HVAC systems. Said systems, prices and minimum procedures for service and maintenance are listed on Attachment 'A' to this Agreement.

II. TERM

This Agreement shall run from July 1, 2005, through and until June 30, 2006.

III. PAYMENT

COUNTY shall pay CONTRACTOR a total of \$83,700.00 in quarterly payments for the service and maintenance of the HVAC systems in the following COUNTY buildings:

- A) Laramie County Government Complex
309 West 20th St.
- B) Laramie County Health Department
100 Central Avenue
- C) Laramie County Records Building
20th Street and Carey
- D) Laramie County Road and Bridge
2503 east Fox Farm Road
- E) Laramie County Library
2800 Central Avenue
- F) Laramie County Sheriff's Department
1910 Pioneer Street

CONTRACTOR shall bill COUNTY by a properly executed Laramie County Voucher. 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).

Handwritten:
Budget
attorney
manhman

COPY OF RECORD

IV. RESPONSIBILITIES OF CONTRACTOR

A. CONTRACTOR shall provide maintenance and service on the HVAC systems in the COUNTY buildings listed above and in accord with Attachment 'A'.

B. CONTRACTOR shall provide COUNTY with a Certificate of Good Standing from the State of Wyoming Workers' Compensation Division at the beginning of each contract period.

C. 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. 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.

C. 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.

D. Entire Agreement: This Agreement (5 pages) and Attachment 'A' (1 page) represent the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

E. 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.

F. Modification: This 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 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.

H. 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.

I. 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.

J. 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.

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 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.

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 and provide COUNTY with proof of such insurance.

N. 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.

O. 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.

P. 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.

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 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.

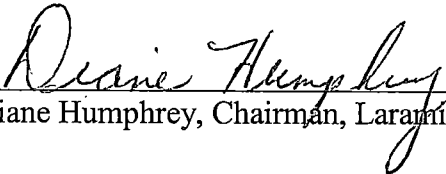
R. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

[the remainder of this page is intentionally left blank]

SERVICE AGREEMENT 2005-2006
LARAMIE COUNTY, WYOMING/AMERI-TECH HVAC SERVICES, INC.

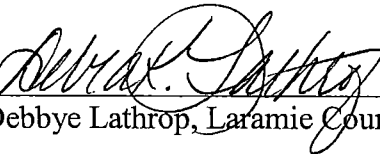
Signature Page

LARAMIE COUNTY, WYOMING

By: 
Diane Humphrey, Chairman, Laramie County Commissioners

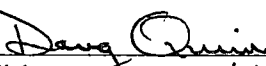
Date 7-6-05

ATTEST:

By: 
Debbye Lathrop, Laramie County Clerk

Date 7-7-05

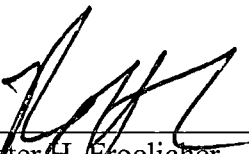
CONTRACTOR: AMERI-TECH

By: 
Title: Vice president

Date 6-4-05

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By: 
Peter H. Broelicher
Laramie County Attorney

Date 6/1/05

ATTACHMENT A



AMERI-TECH
HVAC SERVICES

P.O. Box 6199
Cheyenne, WY 82003-6199
(307) 634-7457 FAX (307) 634-8741
www.AMERIHVAC.com



April 23, 2005
Chris Wegner
Laramie County Government
309 W 22nd Street
Cheyenne, Wy 82001

Dear Chris Wegner,

Please be advised there will be **NO increase** in the HVAC Full Service agreement for the period covering July 1, 2005 thru June 30, 2006. The current total agreement price of \$83,700.00 shall remain firm for the next 12 months.

Sincerely,

Jim Brown
President
Ameri-tech HVAC Services Inc.

28

LARAMIE COUNTY CLERK BOARD OF COUNTY COMMISSIONERS AGENDA ITEM PROCESSING FORM

1. DATE OF PROPOSED ACTION: July 5, 2005

2. AGENDA ITEM: Appointments Bids/Purchases Claims

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

 Proclamations Public Hearings/Rules & Reg's Reports & Public Petitions

 Resolutions Other

3. DEPARTMENT: **Building Maintenance**

APPLICANT: **Ameri-Tech HVAC Services** AGENT: **Chris Wegner**

4. DESCRIPTION: **Consideration of a agreement between Laramie County and Ameri-Tech Services to provide service and maintenance of the County's HVAC systems in all buildings.**

Amount \$ **83,700.00**

From **July 1, 2005** to **June 30, 2006**

5. DOCUMENTATION: **2** Originals (4) four copies

<u>Commissioner</u>	<u>Clerks Use Only:</u>	<u>Signatures</u>
Humphrey _____		Co Attny _____
Knudson _____		Assist Co Attny _____
Ketcham _____		Grants Manager _____
Action _____		Outside Agency _____
Postponed/Tabled _____		