

**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
☒ 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

APPLICANT: Library

AGENT: Laura Block

4. DESCRIPTION: Consideration of an agreement between Laramie County and the Laramie County Library for point to point connectivity of not less than one gigabit between the Library and County to include internet services for the Library. County will receive monthly fee of \$2000 per month and one time set up fee of \$1,500.
Amount \$2,000/mo. From **Date last signature** To

5. DOCUMENTATION: 2 Originals

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



Commissioner

Clerks Use Only:

Signatures

Ash _____

Heath _____

Holmes _____

Kailey _____

Thompson _____

Action _____

Postponed/Tabled _____

Co Attny _____

Assist Co Attny _____

Grants Manager _____

Outside Agency _____

**Gigabit Point to Point and Internet Services Agreement
Between
Laramie County Wyoming and Laramie County Library System, Wyoming**

This Agreement made and entered into by and between Laramie County Library System, 2200 Pioneer, Avenue, Cheyenne, Wyoming, 82001 (LIBRARY), and Laramie County, 309 W. 20th Street, Cheyenne, WY 82001 (COUNTY).

I. PURPOSE

The purpose of this Agreement is for point to point (P2) connectivity of not less than 1 gigabit, between the LIBRARY and COUNTY. The connectivity includes internet services for the LIBRARY. COUNTY has experience in providing these services and is thus qualified to provide such service.

II. TERM

The term of this Agreement shall be from the date of the last signature affixed hereto and shall continue in full force and effect, until terminated by either party, or pursuant to federal or state statute, rule or regulation. Either party may terminate with 180 days advanced notice.

III. RATE

In consideration for the above described services, COUNTY will receive a monthly fee of \$2,000 or current rate charged to COUNTY by vendor for P2P connectivity between the LIBRARY and the COUNTY of not less than 1 gigabit. COUNTY will also receive a one-time set up fee of not more than \$1,500.

IV. PAYMENT

COUNTY shall bill LIBRARY for services by detailed invoice. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (2011). No payment shall be made before the last signature is affixed to this Agreement.

V. RESPONSIBILITIES OF COUNTY

A. COUNTY shall provide internet services at a reasonable bandwidth per the maximum speed available to meet the needs of library patrons and employees.

B. COUNTY agrees to retain all required records for three (3) years after the LIBRARY makes final payment and all other matters relating to the Agreement are concluded.

C. COUNTY agrees to make available to the LIBRARY or any of its duly authorized

representatives to any books, documents, papers and records of the COUNTY 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 COUNTY under this contract shall be considered the property of the LIBRARY and upon completion of the services to be performed, or upon termination of this Agreement for cause, or for the convenience of the LIBRARY, will be turned over to the LIBRARY.

D. COUNTY warrants that all work performed will be of quality workmanship and consistent with industry standards.

E. LIBRARY shall immediately notify COUNTY of any discrepancies in the performance of services provided pursuant to this agreement and COUNTY agrees to correct all such discrepancies within 24 hours of notification.

F. COUNTY shall work in cooperation with LIBRARY so that bandwidth usage may be monitored.

G. COUNTY shall give LIBRARY 90 days notice of monthly rate changes.

H. COUNTY shall give LIBRARY sufficient notice regarding upgrades or known disruption to service.

I. COUNTY agrees to provide support to LIBRARY during and after normal COUNTY hours of operations including evenings and weekends.

V. RESPONSIBILITY OF THE LIBRARY

A. LIBRARY shall provide all equipment necessary for connectivity within the 2200 Pioneer Ave facility that is not provided by the COUNTY internet vendor.

B. LIBRARY shall respond as appropriate when notified by COUNTY that equipment or viruses originating in LIBRARY are impacting COUNTY internet service.

C. LIBRARY shall work collaboratively with COUNTY regarding upgrades or changes to connectivity.

D. LIBRARY shall use and monitor its own filtering software.

VI. GENERAL PROVISIONS

A. Acceptance Not Waiver: LIBRARY approval of the reports, and work or materials furnished hereunder shall not in any way relieve COUNTY of responsibility for the technical accuracy of the work. LIBRARY 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.

B. Entire Agreement: This Agreement (5 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.

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

D. Invalidity: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the LIBRARY or COUNTY are 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.

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

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. Contingencies: COUNTY and LIBRARY 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.

H. 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.

I. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to 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.

J. Governmental/Sovereign Immunity: LIBRARY and/or COUNTY do not waive their Governmental/ Sovereign Immunity, as provided by any applicable law including Wyo. Stat. §§ 1-39-101 through 121, as amended, by entering into this Agreement. Further, LIBRARY and 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.

K. 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.

L. Conflict of Interest: LIBRARY and COUNTY affirm, to their knowledge, no COUNTY'S or LIBRARY'S employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of COUNTY or LIBRARY, 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.

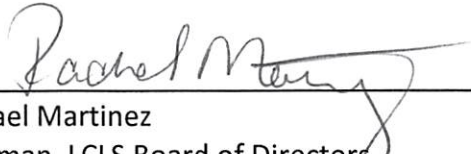
M. Limitation on Payment: Either party's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by COUNTY, the Agreement may be terminated by either party at the end of the period for which funds are available. Either party shall notify the other 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 the party knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to either party, in the event this provision is exercised, and neither party shall 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 either party to terminate this Agreement in order to acquire similar services from another party.

N. Compliance with Law: COUNTY and LIBRARY shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

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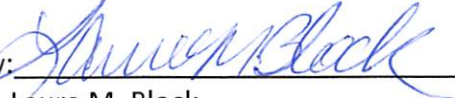
**Internet Services Agreement
Between
Laramie County Wyoming and Laramie County Library System, Wyoming**

LARAMIE COUNTY LIBRARY SYSTEM, WYOMING

By: 
Rachael Martinez
Chairman, LCLS Board of Directors

Date 2/24/15

ATTEST:

By: 
Laura M. Block
Chief Operations Officer LCLS

Date 3/9/15

LARAMIE COUNTY

By: _____ Date: _____
Amber Ash, Chairman

ATTEST:

By: _____ Date: _____
Debbye Lathrop, County Clerk

APPROVED AS TO FORM:

By: 
Bernard Haggerty
Deputy Laramie County Attorney

Date 2-10-15