



## SERVICES AGREEMENT

This Services Agreement (Agreement) made and entered into the day and year set forth in the Agreement Period section below by and between the Laramie County, Wyoming Government (County) and Eaton Sales & Service LLC., a limited liability company (Service Provider).

### WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. Scope of Service. The Service Provider agrees to provide Services in accordance with the Scope of Services (Services) attached as Exhibit A, consisting of one (1) page and incorporated herein. Irrespective of references in to named third parties in this Agreement and its Exhibits, the Service Provider shall be solely responsible for performance of all duties hereunder.
2. Changes. The County may, at any time during the term of the Agreement, make changes to the Agreement. Such changes shall be agreed upon in writing by the parties.
3. Agreement Period. Agreement shall commence upon the execution of this agreement, (the Effective Date) and shall continue in full force and effect until the project is completed and accepted by the County, unless sooner terminated as herein provided. It is anticipated that this project will be completed in three (3) business days.
4. Early Termination by County. Notwithstanding the time periods contained herein, the County may terminate this Agreement at any time without cause or penalty by providing at least ten (10) calendar days written notice of termination to the Service Provider.

In the event of early termination by the County, the Service Provider shall be paid for Services rendered up to the date of termination, subject to the satisfactory performance of the Service Provider 's obligations under this Agreement. Service Provider shall submit a final invoice within ten (10) calendar days of the effective date of termination. Payment shall be the Service Provider's sole right and remedy for termination.



5. Notices. All notices provided under this Agreement shall be effective immediately when emailed or three (3) business days from the date of the notice when mailed to the following addresses:

Service Provider:	County	Copy to:
Eaton Sales & Service	Laramie County	Laramie County
Attn: Steve Rulon	Attn: John Poelma	Attn: Procurement Dept.
4803 York St.	310 W 19 <sup>th</sup> St Suite 410	310 W 19 <sup>th</sup> Ste Suite 410
Denver, CO 82016	Cheyenne, WY 82001	Cheyenne, WY 82001
<a href="mailto:srulon@eatonmetal.com">srulon@eatonmetal.com</a>	<a href="mailto:John.poelma@laramiecounty.wy.gov">John.poelma@laramiecounty.wy.gov</a>	<a href="mailto:Jd.mccune@laramiecounty.wy.gov">Jd.mccune@laramiecounty.wy.gov</a>

All notices under this Agreement shall be written.

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.

6. Compensation. In consideration of the Services to be performed pursuant to this Agreement, the County agrees to pay the Service Provider a fixed fee in the amount of One Hundred Nineteen Thousand Five Hundred Ninety Dollars (\$119,590) in accordance with Exhibit B, consisting of one (1) page, attached and incorporated herein. Final payment shall be made following acceptance of the Services by the County.

Invoices shall be emailed to the County Project Manager. The cost of the work completed shall be paid to the Service Provider following the submittal of a correct, itemized invoice by the Service Provider. Pursuant to W.S. § 39-15-101 et seq, as amended, the County is exempt from paying many taxes. The County reserves the right to object to any itemized taxes or tariffs to be split by the parties.

Payments shall be in accordance with W.S. § 16-6-602 (as amended), and the County shall pay all corrected and approved invoices within forty-five (45) days.

7. Indemnification. The Service Provider shall indemnify, defend, and hold harmless the County and its officers and employees, to the maximum extent permitted under Wyoming law, against and from any and all actions, suits, claims, demands, or liability of any character whatsoever claimed by the Service Provider or third parties against the County arising out of or related to this Agreement (including but not limited to contract, tort, intellectual property, accessibility, or otherwise).
8. Insurance. The Service Provider shall maintain insurance in accordance with Exhibit C, consisting of one (1) page, attached and incorporated herein.



9. Project Instruments and License.

- a. Upon execution of this Agreement, the Service Provider grants to the County an irrevocable, unlimited and royalty free license to use any and all sketches, drawings, as-builts, specifications, designs, blueprints, data files, calculations, studies, analysis, renderings, models, plans, reports, and other deliverables (Project Instruments), in any form whatsoever and in any medium expressed, for purposes of constructing, using, maintaining, altering and adding to the project, provided that the County substantially performs its obligations under the Agreement. The license granted hereunder permits the County and third parties reasonably authorized by the County to reproduce applicable portions of the Project Instruments for use in performing the Services or construction for the project. In addition, the license granted hereunder shall permit the County and third parties reasonably authorized by the County to reproduce and use the Project Instruments for similar projects, provided however, in such event the Service Provider shall not be held responsible for the design to the extent the County deviates from the Project Instruments. This license shall survive termination of the Agreement by default or otherwise.
- b. Upon payment of each invoice, associated Project Instruments rendered by the Service Provider shall become the County's property. The Service Provider shall provide the County with the Project Instruments in electronic format in a mutually agreed upon file type.

10. County Project Manager. The County will designate, before commencement of the Services, the County Project Manager who shall make, within the scope of their authority, all necessary and proper decisions with reference to the Services provided under this Agreement. All requests for contract interpretations, change order, and other clarification or instruction shall be directed to the County Project Manager.

The initial County Project Manager for this Agreement is John Poelma and can be reached at [john.poelma@laramiecountywy.gov](mailto:john.poelma@laramiecountywy.gov). The County Project Manager is subject to change by the County.

11. Independent Contractor. The services to be performed by Service Provider are those of an independent contractor and not as an employee of the County. The Service Provider is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. The Service Provider 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. The Service Provider is free to perform the same or similar services for others.



12. Personal Services. It is understood that the County enters into this Agreement based on the special abilities of the Service Provider and that this Agreement shall be considered as an Agreement for personal services. Accordingly, the Service Provider shall neither assign any responsibilities nor delegate any duties arising under this Agreement without the prior written consent of the County.
13. Subcontractors/Subconsultants. The Service Provider may not subcontract any of the Services without the prior written consent of the County, which shall not be unreasonably withheld. If any of the Services is subcontracted hereunder, with the consent of the County, then the following provisions shall apply:
  - a. the subcontractor must be a reputable, qualified firm with an established record of successful performance in its respective trade performing identical or substantially similar work;
  - b. the subcontractor will be required to comply with all applicable terms of this Agreement;
  - c. the subcontract will not create any contractual relationship between any such subcontractor and the County, nor will it obligate the County to pay or see to the payment of any subcontractor; and
  - d. the work of the subcontractor will be subject to inspection by the County to the same extent as the work of the Service Provider.

The Service Provider shall require all subcontractor/subconsultants performing Services hereunder to maintain insurance coverage naming the County as an additional insured under this Agreement and Exhibit C, consisting of one (1) page, attached and incorporated herein. The Service Provider shall maintain a copy of each subcontractor's/subconsultant's certificate evidencing the required insurance. Upon request, the Service Provider shall promptly provide the County with a copy of the certificate(s).

The Service Provider shall be responsible for any liability directly or indirectly arising out of the Services performed under this Agreement by a subcontractor/subconsultant, which liability is not covered by the subcontractor/subconsultant's insurance.
14. Acceptance Not Waiver. The County's approval of Project Instruments furnished hereunder shall not in any way relieve the Service Provider of responsibility for the quality or technical accuracy of the Services. The County's approval or acceptance of, or payment for, any of the Services shall not be construed to operate as a waiver of any rights or benefits provided to the County under this Agreement.
15. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail to or refuse to perform according to the terms of this Agreement, that party may be declared in default upon notice.



16. Remedies. In the event a party has been declared in default, that defaulting party shall be allowed a period of ten (10) calendar days from the date of notice within which to cure said default. In the event the default remains uncorrected at the sole discretion of the County, the party declaring default may elect to:
- terminate the Agreement and seek damages;
  - treat the Agreement as continuing and require specific performance; or
  - avail themselves of any other remedy at law or equity.
- In the event of a dispute between the parties regarding this Agreement, each party shall bear its own attorney fees and costs, except as provided for in the Indemnification and Technology Accessibility sections.
17. Entire Agreement; Binding Effect; Authority to Execute. This Agreement, along with all Exhibits and other documents incorporated herein, shall constitute the entire Agreement of the parties regarding this transaction and the matter recited herein. This Agreement supersedes any prior agreements, promises, or understandings as to the matter recited herein. The Agreement shall be binding upon the parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties. Covenants or representations regarding the matter recited herein, not contained in this Agreement shall not be binding on the parties. Each person executing this Agreement affirms that they have the necessary authority to sign on behalf of their respective party and to bind that party to the terms of this Agreement.
18. Assignment. Nothing within this agreement or any incorporated documents herein, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.
19. Conflict of Interest. County and Service Provider affirm, to their knowledge, no Service Provider employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of Service Provider, 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.
20. Law/Severability. The parties mutually understand and agree this Agreement and 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 and Addendum 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 or the Federal District Court, District of Wyoming. This provision is not intended, nor shall it be construed to waive the County's governmental immunity as provided in this Agreement



21. Use by Other Agencies. The County reserves the right to allow other state and local governmental agencies, political subdivisions, and/or school districts (collectively Agency) to use the County's award determination to the Service Provider. Use by any other Agency shall not have a negative impact on the County in the current term or in any future terms. Nothing herein shall be deemed to authorize or empower the Agency to act as an agent for the County in connection with the exercise of any rights hereunder, and neither party shall have any right or authority to assume or create any obligation or responsibility on behalf of the other. The other Agency shall be solely responsible for any debts, liabilities, damages, claims or expenses incurred in connection with any agreement established solely between the Agency and the Service Provider. The County's concurrence hereunder is subject to the Service Provider's commitment that this authorization shall not have a negative impact on the Services to be completed for the County.
  
22. Prohibition Against Unlawful Discrimination. The Service Provider acknowledges that the County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and any associated State or Federal laws and regulations, strictly prohibits unlawful discrimination based on an individual's gender (regardless of gender identity or gender expression), race, color, religion, creed, national origin, ancestry, age forty (40) years or older, marital status, disability, sexual orientation, genetic information, or other characteristics protected by law. Pursuant to Federal Law sexual orientation means a person's actual or perceived orientation toward heterosexuality, homosexuality, and bisexuality. The County also strictly prohibits unlawful harassment in the workplace, including sexual harassment. Further, the County strictly prohibits unlawful retaliation against a person who engages in protected activity. Protected activity includes an employee complaining that the employee has been discriminated against in violation of the above policy or participating in an employment discrimination proceeding.  

The Service Provider shall comply with the County's policy for equal employment opportunity and prohibit unlawful discrimination, harassment and retaliation. This requirement also applies to all third-party subcontractors/subconsultants at every tier.
  
23. ADA and Public Accommodations. In performing the Services required hereunder, the Service Provider agrees to meet all requirements of the Americans with Disabilities Act of 1990 (ADA), P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and all applicable rules and regulations and all applicable Wyoming public accommodation laws, which are imposed directly on the Service Provider or which would be imposed on the County as a public entity.
  
24. Technology Accessibility. The Service Provider represents that the Project Instruments hereunder, shall fully comply with all applicable provisions of the Wyoming Technology Access Program (WYTAP), Web Content Accessibility Guidelines (WCAG). The Service Provider shall also comply with all State of Wyoming technology standards related to



technology accessibility and with Level AA of the most current version of the WCAG, incorporated in the State of Wyoming technology standards.

To confirm that the Project Instruments meet these standards, the Service Provider may be required to demonstrate compliance. The Service Provider shall indemnify, save, and hold harmless the County against any and all costs, expenses, claims, damages, liability, court awards and other amounts (including attorneys' fees and related costs) incurred by the County in relation to the Service Provider's failure to comply with the technology access standards listed above.

The County may require the Service Provider's compliance to the State's Accessibility Standards to be determined by a third party selected by the County to attest to the Project Instruments and software compliance with the Accessibility Standards for Individuals with Disability.

25. Governmental/Sovereign Immunity. The 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, the 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. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall be construed in favor of immunity.
26. Delay. Time is of the essence. Subject to Force Majeure, if the Service Provider is temporarily delayed in whole or in part from performing its obligations, then the Service Provider shall provide written notice to the County within two (2) business days defining the nature of the delay. Provision of written notice under this Section shall not operate as a waiver of any rights or benefits provided to the County under this Agreement.
27. Force Majeure. No party hereto shall be considered in default in the performance of an obligation hereunder to the extent that performance of such obligation is delayed, hindered, or prevented by force majeure. Force majeure shall be any cause beyond the control of the party that could not reasonably have been foreseen and guarded against. Force majeure includes, but is not limited to, acts of God, fires, riots, pandemics, incendiarism, interference by civil or military authorities, compliance with regulations or orders of military authorities, and acts of war (declared or undeclared), provided the cause could not have been reasonably foreseen and guarded against by the affected party. Force majeure shall not include increases in labor, commodity, utility, material, supply, fuel, or energy costs, or compliance with regulations or orders of civil authorities. To the extent that the performance is actually prevented, the Service Provider must provide notice to the County of such condition within ten (10) calendar days from the onset of the condition.



28. Order of Precedence. In the event of a conflict or inconsistency within this Agreement, the conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority:
  - a. The body of this Agreement (and any written amendment),
  - b. Exhibits to this Agreement
29. Prohibited Terms. Nothing in any Exhibit or other attachment shall be construed as a waiver of any provision above. Any terms included in any Exhibit or other attachment that requires the County to indemnify or hold Service Provider harmless; requires the County to agree to binding arbitration; limits Service Provider's liability; or that conflicts with statute shall be void.
30. Assertion of Agency. By signing below for Service Provider, the individual (hereinafter "signor") asserts they have authority to bind Service Provider to this Agreement and that the asserted entity is not defunct or dissolved.

[Signature Page Follows]



LARAMIE COUNTY, WYOMING GOVERNMENT

By: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

EATON SALES & SERVICE, LLC.

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## EXHIBIT A SCOPE OF SERVICES

- UPGRADE GASBOY (QTY 3) CARD READERS WITH ISLANDER PRIME UNITS
- INSTALLATION OF GASBOY (QTY 4) ATLAS ASTRA DISPENSERS IN PLACE OF CURRENT
- COMPLETE SYSTEM STARTUP AND TEST IN CONJUNCTION WITH GASBOY REMOTE
- ALL ASSOCIATED ELECTRICAL

### ISLANDER PRIME INCLUSIONS:

Islander PRIME Electronic - RS485 interface (x2)  
Islander PRIME Card Reader AtlasX-current loop interface (x1)  
Islander PRIME Standard Pedestal Base (x3)  
Universal/Indala (Generic) HID Reader  
Islander PRIME Insert Mag Card Reader  
EKOS Turnkey Service (specific pre-programming at factory)  
Gasboy System Services (EKOS) - 1 Year WARRANTY included

### ASTRA DISPENSER INCLUSIONS:

9823K F-Single Astra (x4)  
9820: Mounting Kit Pedestal (x1)---only required currently  
9820: RS485 - PLUS or PRIME (x4)  
Catlow, 3/4" x 12' Black MagBrk hanging hardware (gas x2)  
Catlow, 1"x12' Green MagBrk hanging hardware (diesel x2)



## **EXHIBIT B COMPENSATION**

Upon the completion of the project and acceptance by the County, the County shall pay the Service Provider the not to exceed cost of One Hundred Nineteen Thousand Five Hundred Ninety Dollars (\$119,590).



## EXHIBIT C INSURANCE REQUIREMENTS

The Service Provider will provide, from insurance companies acceptable to the County, the insurance coverage designated hereinafter and pay all costs. Before commencing work, the Service Provider shall furnish the County with certificates of insurance showing the type, amount, class of operations covered, effective dates and date of expiration of policies, project and/or Agreement number.

In case of the breach of any provision of the Insurance Requirements, the County, at its option, may take out and maintain, at the expense of the Service Provider, insurance as the County may deem proper and may deduct the cost of the insurance from any monies which may be due or become due the Service Provider under this Agreement.

Insurance certificates should show the certificate holder as follows:

Laramie County, Wyoming Government  
310 W. 19<sup>th</sup> St Suite 410  
Cheyenne, WY 82001

**The County, its officers, agents and employees shall be named as additional insureds on the Service Provider's general liability and automobile liability insurance policies by marking the appropriate box or adding a statement to this effect on the certificate, for any claims arising out of work performed under this Agreement.**

Insurance coverages shall be as follows:

- A. Workers' Compensation & Employer's Liability. The Service Provider shall maintain Worker's Compensation and Employer's Liability insurance during the life of this Agreement for all of the Service Provider's employees engaged in work performed under this Agreement. Workers' Compensation & Employer's Liability insurance shall conform with statutory limits of \$100,000 per accident, \$500,000 disease aggregate, and \$100,000 disease each employee, or as required by Wyoming law.
- B. General Liability. The Service Provider shall maintain during the life of this Agreement General Liability insurance as will provide coverage for damage claims of personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a (broad form) basis. The amount of insurance for General Liability shall not be less than \$1,000,000 combined single limits for bodily injury and property damage.
- C. Automobile Liability. The Service Provider shall maintain during the life of this Agreement Automobile Liability insurance as will provide coverage for damage claims of personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a (broad form) basis. The amount of insurance for Automobile Liability shall not be less than \$1,000,000 combined single limits for bodily injury and property damage.