

**LARAMIE COUNTY CLERK
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM PROCESSING FORM**

1. DATE OF PROPOSED ACTION: July 7, 2015

2. AGENDA ITEM: <input type="checkbox"/> Appointments <input type="checkbox"/> Bids/Purchases <input type="checkbox"/> Claims <input checked="" type="checkbox"/> Contracts/agreements/leases <input type="checkbox"/> Grants <input type="checkbox"/> Land Use: Variances/Board App/Plats <input type="checkbox"/> Proclamations <input type="checkbox"/> Public Hearings/Rules & Reg's <input type="checkbox"/> Reports & Public Petitions <input type="checkbox"/> Resolutions <input type="checkbox"/> Other
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3. DEPARTMENT: Laramie County IT Dept.

APPLICANT: Green House Data AGENT: Rick Fortney

4. DESCRIPTION: Consideration of a service order agreement between Laramie County and Green House Data for the broadband network.

Amount \$2,000/month (\$1,500 installation) From 7/1/2015 To

5. DOCUMENTATION: 2 Originals

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



<u>Commissioner</u>	<u>Clerks Use Only:</u>	<u>Signatures</u>
Ash _____		Co Attny _____
Heath _____		Assist Co Attny _____
Holmes _____		Grants Manager _____
Kailey _____		Outside Agency _____
Thompson _____		
Action _____		
Postponed/Tabled _____		



Service Order Agreement (SOA)

Bandwidth / Network Services

Prepared For:

Rick Fortney
Laramie County Government; IT Department
(Customer or COUNTY)

Prepared By:

Ryan Taylor
Green House Data
307-745-8703 ext. 1348
rtaylor@greenhousedata.com
Submitted: June 4, 2015



I. Addendum Broadband Network

Point to Point, MOE Fiber Service Pricing

All pricing is listed as Monthly Recurring Cost (MRC) unless otherwise noted as Non-Recurring Cost (NRC). Price below excludes tax. This pricing replaces previous price for Rawlins location.

Point to Point Connection

1 Gbps PtP connection

A LOC: 309 W. 20th St., Cheyenne, WY 82001

Z LOC: 2200 Pioneer Ave, Cheyenne, WY 82001

Broadband Services	Cost per Unit	Units	MRC
1 Gbps PtP private port (MOE)	\$2000.00	1	\$2000.00
		Total PtP Cost	\$2000.00

The point to point circuit will have a \$1,500 installation fee that is non-recurring (NRC).

THE SERVICE LEVEL AGREEMENT WILL BE GOVERNED BY THE TELECOMMUNICATIONS CARRIER'S (CenturyLink) SLA AS PROVIDED TO *Laramie County Government; IT Department*

II. Total Cost of Ownership

Installation/NRC	NRC
Point to Point (MOE) Circuit Installation	\$1,500.00
Total NRC (Billed Upon Sales Order Signature)	\$1,500.00

New Monthly Services	MRC
1 Gbps Point to Point (MOE) Fiber	\$2000.00
Total MRC	\$2000.00

III. Contract Terms

Term of Agreement: 3 Year Initial Term. The agreement will automatically renew after the initial three year term in one (1) year increments unless notice of cancellation is given to Green House Data 90 days prior to end of any term.

IV. General Provisions

1. Independent Contractor: The services described above to be performed by



CONTRACTOR (Green House Data) are those of an independent contractor and not 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 providing 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 same or similar services for others.

2. Acceptance Not Waiver: COUNTY the work or materials furnished hereunder shall not in any way relieve CONTRACTOR of compliance with the Agreement. COUNTY approval or acceptance of, or payment for, any obligations hereunder 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.

3. Termination: This Agreement may be terminated as provided in the Agreement or (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement upon mutual written agreement by both parties.

4. Entire Agreement: This Agreement (5 pages) represents the entire and integrated agreement and understanding between the parties and supersede all prior negotiations, statements, representations and agreements, whether written or oral.

5. 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.

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

7. 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 the provisions of this Agreement are fully severable.

8. 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, in 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. Compliance with Law: CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

Signatures

IN WITNESS HEREOF, and acknowledging acceptance and agreement of the foregoing, Customer and Green House Data affix their signatures hereto.

LARAMIE COUNTY, WYOMING



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

ATTEST:

By: _____ Date _____
Debbye Lathrop, Laramie County Clerk

CONTRACTOR: GREEN HOUSE DATA

By: [Signature] Date 6-5-15
Shawn Mills
President and CEO

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

REVIEWED AND APPROVED AS TO FORM ONLY

By: [Signature] Date 6-19-15
Bernard Haggerty
Deputy Laramie County Attorney