

## **JUVENILE SERVICE CENTER EXTERIOR SECURITY SYSTEM UPGRADE LARAMIE COUNTY, WYOMING / KUBL GROUP LARAMIE COUNTY**

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, P.O. Box 608, Cheyenne, Wyoming 82003-0608, (COUNTY) and KUBL Group, 3227 S. Timberline, Suite A, Fort Collins, CO 80525 (CONTRACTOR). The parties agree as follows:

### **I. PURPOSE**

The purpose of this Agreement is to detail the terms and conditions of the proposals issued by KUBL Group to provide upgrades to the exterior security camera system at the Laramie County Juvenile Services Center.

### **II. TERM**

This Agreement shall commence on the date last executed by the duly authorized representatives of the parties to this Agreement, and shall remain in full force and effect until completely performed.

### **III. RESPONSIBILITIES OF COUNTY**

COUNTY shall pay CONTRACTOR in accordance with the provisions of this Agreement and the proposal document. Payment will be made upon receipt of the CONTRACTORS invoice to the COUNTY. The total payment to CONTRACTOR under this Agreement shall not exceed \$52,500 (proposal amount), unless negotiated by both parties in writing. 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). This project is being paid for with Federal ARPA Funds (CFDA #21.027).

### **IV. RESPONSIBILITIES OF CONTRACTOR**

A. CONTRACTOR shall provide and complete the services described in Attachment "A" Proposal Exterior Camera Replacements & Additions, attached hereto and fully incorporated herein.

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 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. Preference-Wyoming Labor Should the subject of this agreement constitute the construction, reconstruction, improvement, enlargement, alteration, or repair, of any public works project or improvement, by signature below CONTRACTOR acknowledges the requirement for the use of Wyoming labor pursuant to W.S.§16-6-203 as amended, except in circumstances as provided by law including, but not limited to W.S.§16-6-201 et seq.

C. 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.

D. 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.

E. Entire Agreement: This Agreement (5 pages) and Attachment "A" (4 pages) and represent the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

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

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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.

R. 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.

S. 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.

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

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**JUVENILE SERVICE CENTER EXTERIOR SECURITY SYSTEM UPGRADE  
LARAMIE COUNTY, WYOMING / KUBL GROUP LARAMIE COUNTY**

**Signature Page**


LARAMIE COUNTY, WYOMING

By: \_\_\_\_\_ Date \_\_\_\_\_  
Chairman, Laramie County Commissioners

ATTEST:


By: \_\_\_\_\_ Date \_\_\_\_\_  
Laramie County Clerk

KUBL GROUP

By:  \_\_\_\_\_ Kurt Potts, Principal Date 5/5/2022

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  \_\_\_\_\_ Date 5/6/22  
Laramie County Attorney's Office



**AUTOMATED.**  
**INTEGRATED.**  
**SECURE.**

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## **PROPOSAL**

### **Exterior Camera Replacements & Additions**

April 28, 2022

Lt. Eric Kent  
Laramie County Juvenile Services Center  
13794 Prairie Center Circle  
Cheyenne, WY 82009

kente@laramiecounty.org

RE: Replacement/addition of exterior cameras at Laramie JSC

Lt. Kent:

This correspondence outlines the complete scope of work including objectives, procedures, identification of responsibilities, and fees, for Replacement/Addition of exterior cameras at Laramie JSC.

#### **BACKGROUND/HISTORY**

KUBL Group has been responsible for maintenance and service of the security electronics systems at the Laramie County Juvenile Services Center since 2016. These systems are comprised of the PLC/HMI system for door control, digital intercom system, IP CCTV System, Card Access System and UPS (Uninterruptible Power Supply).

Regarding the exterior cameras at the Laramie JSC, there are currently four (4) pole-mounted PTZ cameras. These cameras provide surveillance of the exterior of the building. The cameras have many moving parts within, to allow them to pan, tilt, and zoom, as controlled by facility operators and staff. These cameras are mounted approximately 20' above grade, on poles. The poles often "shake" due to the windy conditions often experienced at the JSC.

New pole mount cameras were installed approximately five years ago. Since then, all four cameras function intermittently. When the connection from the camera system head end to the camera is

tested, it appears to be functioning properly. This leads us to believe that the issue is with the camera itself. Due to the desire to maintain the views of the building from the pole-mounted cameras, it has been decided to attempt to utilize a pole-mount, multi sensor camera on three of the four poles (East, North & West). The South pole-mount camera will remain a PTZ style camera, but will be replaced due to failing parts within.

In addition to these three cameras being replaced, one PTZ camera will be building-mounted on the North side of the building to allow for surveillance of the areas to the North of the facility, with the ability to pan/tilt & zoom. Also, one additional multi-sensor camera will be mounted on the south side of the building to provide surveillance of the entire parking lot and playground area.

## SCOPE OF SERVICES

Supply and install the following:

1. CCTV
  - Exterior Cameras
    - Replace three (3) existing pole-mounted PTZ cameras with three (3) 15 MP (3 sensors X 5 MP each) multi-sensor cameras
      1. East, North, West
    - Replace one (1) existing pole-mounted PTZ camera with new pole-mounted PTZ camera
      1. South
    - Add one (1) new building-mounted PTZ camera location on North side of building
      1. Includes camera, mounts, cabling, license, setup, configuration and integration into HMI system
    - Add one (1) new building-mounted 15 MP (3 sensors X 5 MP each) multi-sensor camera on south side of building.
      1. Includes camera, mounts, cabling, license, setup, configuration and integration into HMI system
2. Other
  - Reuse all existing storage, storage capacity, network switches, viewing stations & HMI
  - Current storage parameters are accomplishing 90 days storage for all existing cameras utilizing a 96 TB server. It is estimated that the addition of the multi-sensor cameras included in this proposal will reduce the video retention time to approximately 75 days. Please see ADD ALTERNATE to add additional storage to the server to be installed as part of the electronics refresh that is currently under contract.

## INCLUDED

1. All labor & material to complete our scope of work herein.
2. Enterprise licensing for unlimited client connections on new cameras.



## EXCLUDED

1. Taxes of any type.
2. Bonds of any type. If required, please add 3% to our base bid price.
3. Permits & Fees, if required by local jurisdiction.
4. Equipment not specifically herein.
5. Software upgrade license fees, if required.

## SCHEDULE

LEAD TIME:	4-6 weeks
INSTALLATION:	2 days

## NOTES

**DUE TO EXTREME PRICE VOLATILITY, PRICING IS VALID FOR 30 DAYS.**

## COST

BASE BID:	<b>\$ 34,700.00</b>
(thirty four thousand seven hundred & no/100 dollars)	

## Add Alternate

### INCREASE STORAGE CAPCITY OF VIDEO SYSTEM

1. Add additional 48 TB storage to system

ADD:	<b>\$ 17,800.00</b>
(seventeen thousand eight hundred & no/100 dollars)	

## PAYMENT TERMS

Payment due when milestones below are reached.

50% - upon contract execution

50% - installation complete



## CLOSING

We appreciate the opportunity to partner with Laramie County to provide a solution to fit your needs. If there are any questions or concerns, please feel free to call or email any time.

Sincerely,



Kurt Potts  
Principal, KUBL Group  
720.606.1400 • Cell  
[kpotts@KUBLgroup.com](mailto:kpotts@KUBLgroup.com)

**All parties (owner and contractor) agree that this configuration of cameras will be monitored for reliability and functionality once installed. In approximately one year, further discussion will be had to determine if installed cameras need to be migrated to a building-mount, moved, changed, etc. Any labor or material to move cameras to different configurations/locations will be billable at that time.**

### ACCEPTANCE OF PROPOSAL

Base Bid - \$34,700.00      ☐ Accepted

Add Alternate - \$17,800.00      ☐ Accepted      ☐ Declined

By signing below, I authorize KUBL Group, LLC to proceed with the scope of work outlined herein, for the term stated. Any and all work performed by KUBL Group shall be billable and payable as defined above. Also, by signing this document, I declare I am duly authorized to enter into this contract on behalf of my agency.

Name: \_\_\_\_\_

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

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

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