ADDENDUM TO ANNUAL INSPECTION AND MAINTENANCE OF THE FIRE AND LIFE SAFETY SYSTEMS AGREEMENT FOR THE LARAMIE COUNTY ADULT DETENTION CENTER
LARAMIE COUNTY, WYOMING/PHOENIX FIRE PROTECTION/FY 2018-2019

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, P. O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and Phoenix Fire Protection, 2022 Snyder Avenue, Cheyenne, Wyoming 82001 ("CONTRACTOR"). The parties agree as follows:

I. PURPOSE

The purpose of this Addendum is to modify the "Maintenance Agreement for the "Laramie County Sheriff's Department" to be active July 1, 2018 through June 30, 2019 (hereinafter, "Agreement") between the parties for the maintenance and inspection of portable hand-held fire extinguishers, automatic fire sprinkler systems and FM 200 Fire Suppression Systems located at the Laramie County Detention Center.

II. TERM

This Addendum shall commence on July 1, 2018 and shall remain in full force until June 30, 2019.

III. CONTRACTORS RESPONSIBILITIES

A. CONTRACTOR will perform the maintenance and inspection services for the costs as outlined in the Agreement (5 pages) said Agreement being "Attachment A" of this Addendum which is 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.

IV. COUNTY'S RESPONSIBILITIES

A. COUNTY shall pay CONTRACTOR $13,804.69 for the services as described in the maintenance agreement. Payment will be made upon receipt of the CONTRACTOR'S invoice to the COUNTY. 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).

V. ADDITIONAL PROVISIONS

1. Entire Agreement: The Agreement (5 pages) and this Addendum (3 pages) represents the entire and integrated agreement and understanding between the parties in regard to the subject matter herein and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

2. Assignment: Neither this Agreement and Addendum, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

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

4. Invalidity: If any provision of this Agreement and Addendum 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 and Addendum are fully severable.

5. Applicable Law and Venue: The parties mutually understand and agree this Agreement and Addendum 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 COUNTY's governmental immunity as provided in this Agreement and Addendum.

6. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement and Addendum because of race, color, gender, creed, handicapping condition, or national origin.

7. 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.

8. 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 and Addendum. 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 and Addendum.

9. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement and Addendum shall not be construed so

as to create such status. The rights, duties and obligations contained in this Agreement and Addendum shall operate only between the parties to the Agreement and Addendum, and shall inure solely to the benefit of the parties to this Agreement and Addendum.

10. Force Majeure: Neither party shall be liable to perform under this Agreement and Addendum 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.

11. Addendum Controls: Where a conflict exists or arises between any provision or condition of this Addendum and the Agreement, the provisions and conditions set forth in this Addendum shall control.

12. Compliance with Law: The parties agree that they shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

LARAMIE COUNTY, WYOMING

By:_____ Date _____
K. N. Buck Holmes, Chairman, Laramie County Commissioners

ATTEST:

By:_____ Date _____
Debra Lee, Laramie County Clerk

CONTRACTOR: PHOENIX FIRE PROTECTION

By:_____ Date 5/4/18

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

REVIEWED AND APPROVED AS TO FORM ONLY

By:_____ Date 4/18/18
Mark T. Voss
Laramie County Attorney

PHOENIX
FIRE PROTECTION, INC.

2022 Snyder Avenue
Cheyenne, WY 82001
Phone : 307-634-3473
Fax : 307-632-1887
phoenixfireprotection@hotmail.com

MAINTENANCE AGREEMENT

LARAMIE COUNTY SHERIFFS OFFICE

JULY 1, 2018 THROUGH JUNE 30, 2019

This agreement will include the annual inspection and maintenance of the following Fire and Life Safety Systems throughout the Adult Correctional Facility, as required by the National Fire Protection Association (NFPA), Laramie County Fire Prevention Division, and the manufacturer's requirements.

Portable Hand Held Fire Extinguishers – NFPA 10

Automatic Fire Sprinkler Systems – NFPA 13 and 25

FM 200 Fire Suppression Systems NFPA 2001

I have attached a copy of the cost breakdown for each category.

TOTAL BUDGET EXPENSE $13,804.69

If you have any questions or concerns, please feel free to contact me at 307-634-3473

Sincerely,

David A. Pulley
President

NFPA MEMBER

LARAMIE COUNTY SHERIFF'S DEPARTMENT

PORTABLE HAND HELD

FIRE EXTINGUISHERS
JULY 1, 2018 THROUGH JUNE 30, 2019

This report is based on the floor plans provided by your office as well as information provided by your vehicle maintenance person.

We counted 127 fire extinguishers throughout the facility and vehicles with fire extinguishers in each.

The only expenses that are not listed are the potential internal parts of the extinguishers. Periodically the valve stems and o-rings need to be replaced and that can only be determined at the time of maintenance and parts inspection. These parts however are included for you in the following prices.

TYPE OF MAINTENANCE	COST
Annual Inspection	$ 5.00
10# ABC 6 Year Maintenance	$37.45
10# ABC Hydro Test	$49.00
10# Recharge	$62.40
11# Halotron 6 Year Maintenance	$54.48
11# Halotron Hydro Test	$67.08
5# ABC 6 Year Maintenance	$29.34
5# ABC Hydro Test	$34.59
5# ABC Recharge	$43.56
2.5# ABC 6 Year Maintenance	$28.82
2.5# Hydro Test	$33.44
5# Halotron 6 Year Maintenance	$46.08
5# Halotron Hydro Test	$54.48
Wet Chem Hydro Test	$118.60
New 10# ABC Extinguisher	$90.25
New 5# ABC Extinguisher	$61.78
New 5# Halotron Extinguisher	$135.00
New 2.5# ABC Extinguisher	$45.50

4/13/2018

Upon acceptance to provide full services, we will put your facility in our computer system and your facility will be maintained on an annual basis.

ESTIMATED BUDGET EXPENSE $1,644.81

4/13/2018

LARAMIE COUNTY SHERIFF'S OFFICE

AUTOMATIC FIRE SPRINKLER SYSTEMS
JULY 1, 2018 THROUGH JUNE 30, 2019

This proposal is based on a walk-through of the facility and the following was observed:

The facility has one 8" main into the mechanical room. There are 6 separate risers off the main that service different areas of the facility.

There is one Dry System that protects the garage area. The cost for this system is $500.00 for the annual and $225.00 for the quarterly.

These systems have weekly, monthly, quarterly and annual inspections that are NFPA required. Usually, in house maintenance personnel perform the weekly and monthly inspections.

Trained personnel perform the quarterly and annual inspection and the appropriate paperwork is completed and submitted to the facility manager, the fire department and a copy is on file in our office.

The fee for the quarterly inspection and testing is $200.00 per riser and the annual is $325.00 per riser.

There are also 9 zone flow valves that we are testing on a quarterly basis which are included in the total expense price.

This quote does not include the cost for any repairs, modifications, or replacement parts that may be required during the contract period.

Quarterly Testing and Maintenance	**$4,488.00**
Annual Testing and Maintenance	**$2,546.00**
TOTAL BUDGET EXPENCE	**$7,034.00**

4/13/2018

LARAMIE COUNTY SHERIFF'S DEPARTMENT

FM 200 FIRE SUPPRESSION SYSTEMS
JULY 1, 2018 THROUGH JUNE 30, 2019

The facility has four separate systems and they have semi-annual and annual maintenance and testing requirements as per NFPA 2001. The appropriate paperwork for these test are again provided to the facility manager, fire department and a copy in our files.

This estimate does not include the replacement of defective parts that may arise during the period of this agreement.

The fees for the semi-annual and annual inspections are $2,562.94 each.

TOTAL BUDGET FIGURE $5,125.88

4/18/2018