

ADDENDUM INFRASTRUCTURE SERVICE AGREEMENT
between
LARAMIE COUNTY and BEAR COMMUNICATIONS, INC.

THIS ADDENDUM is made and entered into by and between Laramie County, 310 West 19th Street, Cheyenne, Wyoming 82001 (COUNTY) and Bear Communications, Inc. d/b/a BEARCOM, 4009 Distribution Drive, Suite 200, Garland, TX 75041 (CONTRACTOR). The parties agree as follows:

I. PURPOSE

The purpose of this Addendum is to modify the Infrastructure Service Agreement (Agreement) for the extension of bi-directional amplification system (BDA) to the Laramie County Detention Center, located at 1910 Pioneer Avenue, Cheyenne, Wyoming 82001. The Agreement consists of the following documents which are attached hereto and incorporated into this agreement:

1. System Description, including the equipment list (2 pages)
2. Infrastructure Service Agreement (1 page)

II. TERM

This Addendum shall commence on the date last executed by the duly authorized representatives of the parties to this Addendum, and shall remain in full force until completed or terminated pursuant to the terms of the Agreement and this Addendum.

III. PAYMENT

COUNTY shall pay CONTRACTOR eighty-four thousand, three hundred ninety-four dollars and forty cents (\$ 84,394.40) for the provision of equipment and services as set forth in the Agreement. CONTRACTOR shall bill COUNTY by detailed invoice submitted to the Laramie County Clerk, Finance Office. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended). No payment shall be made before the last signature is affixed to this Addendum.

IV. ADDITIONAL 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 of similar services for others.

B. 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 the Agreement and this Addendum or of any cause of action arising out of the performance of the Agreement and this Addendum.

C. 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.

D. Entire Agreement: The Agreement (3 pages) and this Addendum (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.

E. 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.

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

G. 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 potential inability to enforce the Agreement, 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.

H. Applicable Law and Venue: The parties mutually understand and agree the 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.

I. 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.

J. 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.

K. 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.

L. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including Wyo. Stat. §§ 1-39-101 to 1-39-121 (2009), 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 Addendum.

M. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless the 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.

N. 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 the Agreement shall operate only between the parties to the Agreement and shall inure solely to the benefit of the parties to this Agreement.

O. 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.

P. 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.

Q. 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 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 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.

R. 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 party's 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.

S. 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.

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

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ADDENDUM TO INFRASTRUCTURE SERVICES AGREEMENT
between
LARAMIE COUNTY and BEAR COMMUNICATIONS, INC.

Signature Page

LARAMIE COUNTY COMMISSIONERS

By: _____ Date _____
Troy Thompson, Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

CONTRACTOR: BEAR COMMUNICATIONS, INC.

By: Denise Gafarth / Denise Mojica Date 12/12/2018
NAME (printed):
TITLE: General Manager

REVIEWED AND APPROVED AS TO FORM ONLY

By: [Signature] Date 12/17/18
Gladys Ayokosok, Deputy County Attorney



Recommendation

12/03/18 9:54:52 Page - 1
Quote Date: 12/03/18 Branch 20286
Quote Number: 348295

Customer/Prospect Number 1746076
LARAMIE CO SHERIFF S OFFICE
1910 PIONEER AVE
CHEYENNE WY 82001

Ship To 1746076
LARAMIE CO SHERIFF S OFFICE
1910 PIONEER AVE
CHEYENNE WY 82001

Customer Contact: RICH HILLEGAS Email: RHILLEGAS@LARAMIECOUNTY.COM
Phone Number: 307-633-4712 Delivery Instr:

| Quantity | Part Number | Unit Price | Extended Price |
|----------|--|---------------|-------------------|
| 1 | 88-00-17211 TX/RX FIBER BDA TRANSC EXPANS | 5,600.00 | 5,600.00 |
| 1 | 612-89A-14062-61-RE TX/RX BDA W/FIBER REMOTE | 19,135.00 | 19,135.00 |
| 1 | 6160-II-24-NG TX/RX BATTERY BACK-UP | 7,000.00 | 7,000.00 |
| 600 | AL4RPV-50 TES 1/2 PLENUM 50 OHM COAX 322092 | 3.20 | 1,920.00 |
| 60 | L4TNM-PSA TES ANDREW N MALE FOR 1/2 377273 | 24.68 | 1,480.80 |
| 12 | MIA8063ST TES INDOOR MULTIVERS ANTENNA 20461 | 110.30 | 1,323.60 |
| 1 | INSTALLATION MATERIALS | 600.00 | 600.00 |
| 12 | 85-83-01 TX/RX 3 DB HYBRID 501195 | 289.00 | 3,468.00 |
| 3 | 85-83-02 TX/RX 4.8 DB HYBRID 518147 | 289.00 | 867.00 |
| 1 | INSTALL INSTALLATION SERVICES | 42,000.00 | 42,000.00 |

Quote valid until 01/28/19 Confidential and Proprietary

X

Customer Signature

| | | |
|-----------------------|-----------|----------|
| Sub Total | 83,394.40 | |
| Shipping and Handling | 1,000.00 | Estimate |
| Tax | TBD | |
| Total | 84,394.40 | |

Check with your Bearcom executive for current financing promotions through LCA

12 Months 7,357.00 24 Months 3,855.90 36 Months 2,644.50 48 Months 2,060.40 60 Months 1,716.84

Click on the Link to APPLY NOW: <http://mylease.leasecorp.com/bearcom>

Visit our Web site at : www.BearCom.com



WESLEY CHISNALL
Sales Manager
WESLEY.CHISNALL@BEARCOM.COM

EVANS (WAC) Branch Office: 970-330-9415
FAX: 970-330-3632

More details on the following page.

Infrastructure Service Agreement:

| | | | | | |
|-----------|--------|--------------------|--------------------|------------------|------------------|
| 37,990.00 | Year 1 | 250.00 /mos Bronze | 300.00 /mos Silver | 325.00 /mos Gold | Optional Service |
| | Year 2 | 500.00 /mos Bronze | 600.00 /mos Silver | 650.00 /mos Gold | |

*Service availability, terms and conditions apply. See your BearCom account executive for details.

How We Are Different

BearCom's Professional Service Group manages the largest independent wireless equipment service/repair depot in America. Our team provides radio repair, field service, engineering, project management, systems integration, and customer service. We offer CSC service locations (USMSS), service level agreements, and first through third-level support with dispatch.

Service Level Agreements

An easy repair or quick service call could become costly without the proper service agreement. BearCom offers simple, cost-effective plans that could save you thousands of dollars in future repairs or service. We will customize a service agreement based on your specific needs. The three levels of support are:

- **Bronze:** Monday through Friday support with on-demand pickup of mobile and portable radio products, on-site troubleshooting and repair of infrastructure-related communications equipment, and quarterly preventative maintenance schedule.

| Severity Level | Description | Phone Response Time | On Site |
|----------------|--|--|--|
| 1 | Mon-Fri, 8:00 a.m.-5:00 p.m. response to catastrophic failures that detrimentally impede operations or jeopardize safety of personnel | 4 hours | Same day (after-hours T&M rates will be charged for work performed after service hours) |
| 2 | Mon-Fri, 8:00 a.m.-5:00 p.m. response to failures that degrade business operations but do not impact safety of personnel | 4 hours (calls taken after 2:00 p.m. will be addressed by 8:00 a.m. next business day) | Same day (for work performed during business hours; if not, will be addressed next business day) |
| 3 | Mon-Fri, 8:00 a.m.-5:00 p.m. response to degraded communications that do not significantly impact business operations or safety of personnel | 4 hours (calls taken after 2:00 p.m. will be addressed by 8:00 a.m. next business day) | Next business day |

- **Silver:** Monday through Sunday support with weekly scheduled pickup and delivery of mobile and portable radio products, on-site troubleshooting and repair of infrastructure-related communications equipment, and quarterly preventative maintenance schedule.

| Severity Level | Description | Phone Response Time | On Site |
|----------------|--|--|--|
| 1 | Mon-Fri, 8:00 a.m.-5:00 p.m. response to catastrophic failures that detrimentally impede operations or jeopardize safety of personnel | 2 hours | 4 hours (after-hours T&M rates will be charged for work performed after service hours) |
| 2 | Mon-Fri, 8:00 a.m.-5:00 p.m. response to failures that degrade business operations but do not impact safety of personnel | 4 hours (calls taken after 2:00 p.m. will be addressed by 8:00 a.m. next business day) | Same day (for work performed during business hours; if not, will be addressed next business day) |
| 3 | Mon-Fri, 8:00 a.m.-5:00 p.m. response to degraded communications that do not significantly impact business operations or safety of personnel | 4 hours (calls taken after 2:00 p.m. will be addressed by 8:00 a.m. next business day) | Next business day |

- **Gold:** Monday through Sunday, 24-hour support with weekly scheduled half-day on-site technician providing real-time repair on minor accessory repairs, on-demand and on-site troubleshooting and repair of infrastructure-related communications equipment, and quarterly preventative maintenance schedule. Board-level failures will be picked up and delivered to the closest BearCom branch in the city supporting our customer.

| Severity Level | Description | Phone Response Time | On Site |
|----------------|--|--|---|
| 1 | 7x24 response to catastrophic failures that detrimentally impede operations or jeopardize safety of personnel | 2 hours | 4 hours |
| 2 | Mon-Fri, 8:00 a.m.-5:00 p.m. response to failures that degrade business operations but do not impact safety of personnel | 2 hours (calls taken after 3:00 p.m. will be addressed by 8:00 a.m. next business day) | 4 hours (for work performed during business hours; if not, will be addressed next business day) |
| 3 | Mon-Fri, 8:00 a.m.-5:00 p.m. response to degraded communications that do not significantly impact business operations or safety of personnel | 4 hours (calls taken after 2:00 p.m. will be addressed by 8:00 a.m. next business day) | Next business day |