

**AGREEMENT TO PROVIDE COMMUNICATIONS EQUIPMENT
BETWEEN LARAMIE COUNTY, WYOMING AND LARAMIE COUNTY FIRE
DISTRICT #5**

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, 310 West 19th Street - Room 300 Cheyenne, Wyoming 82001, ("COUNTY") and Laramie County Fire District #5 (LCFD#5), 220 Main St, Pine Bluffs, WY 82082. The parties agree as follows:

I. PURPOSE

Laramie County Emergency Management Agency (EMA) seeks to provide ten (10) Minitor VI Pagers and one (1) APX8500 All Band HP Mobile Radio to Laramie County Fire District #5 under conditions required by state and federal law and regulations. This equipment was purchased with grant funds provided by the U.S. Department of Homeland Security and administered by the Wyoming Department of Homeland Security.

II. TERM

This Agreement shall commence on the date of the last signature affixed and shall remain in full force and effect through March 31, 2022.

III. RESPONSIBILITIES OF COUNTY

COUNTY shall provide ten (10) Minitor VI Pagers and one (1) APX8500 All Band HP Mobile Radio to LCFD#5. The list of equipment is attached as Attachment A. The COUNTY shall provide this equipment to LCFD#5.

IV. RESPONSIBILITIES OF CONTRACTOR

- A. All radio equipment to be specified by LCFD #5 shall be WyoLink compatible and capable upon delivery, of transmitting and receiving digital unencrypted voice in the Project 25 Common Air Interface (CAI) conventional mode.
- B. LCFD #5 shall ensure all equipment provided by the COUNTY is maintained and available for response to terrorist incidents and other public safety related purposes.
- C. LCFD #5 agrees that, when practical, any equipment or supplies provided under this agreement shall be prominently marked as follows: **"Purchased with funds provided by the U.S. Department of Homeland Security and administered by the Wyoming Office of Homeland Security."**
- D. LCFD #5 may be monitored periodically by the staff of Homeland Security, Laramie County, or any authorized contractors thereof, to ensure the program goals, objectives, timelines, budgets and other grant related criteria are being met.
- E. LCFD #5 agrees not to dispose or otherwise transfer possession of any piece of

equipment provided under this grant to any outside agency or entity without first obtaining written approval from the Director of the Laramie County EMA.

- F. LCFD #5 agrees to provide an inventory of all equipment provided under this agreement on or before the 15th of March of each year for each of the next five years. This inventory shall include the serial number, current condition and location of each piece of equipment with a purchase price greater than \$500.00. The inventory shall be sent to the Laramie County Grants Department, with a copy to the Laramie County EMA, at the COUNTY address provided above.
- G. LCFD #5 understands and acknowledges that the equipment provided by Laramie County EMA, including radios and pagers may not be intrinsically safe, and accepts full responsibility for liability resulting from usage of the equipment.

V. GENERAL PROVISIONS

- A. Independent Contractor: The services to be performed by LCFD #5 are those of an independent contractor and not as an employee of COUNTY. Neither LCFD #5 nor its employees are eligible for Laramie County Employee benefits and each be treated as an independent contractor for federal tax filing purposes.
- B. 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; or (b) upon mutual written agreement by both parties.
- C. Entire Agreement: This Agreement (4 pages), Attachment A (1 page), represent the entire and integrated agreement and understanding between the parties and supersede all prior negotiations, statements, representations and agreements, whether written or oral.
- D. 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.
- E. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.
- F. 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.
- G. 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 of the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of the 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 LCFD #5 and to COUNTY in executing this Agreement. This provision is not intended nor shall it be construed to waive LCFD #5's or COUNTY'S governmental immunity as provided in this Agreement.

- H. Governmental/Sovereign Immunity: Neither COUNTY nor LCFD #5 waives their Governmental/Sovereign Immunity, as provided by any applicable law including Wyo. Stat. 1-39-101 et seq., by entering into this Agreement. Further COUNTY and LCFD #5 fully retain 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 except for an action brought to enforce the terms of this Agreement. LCFD #5 agrees to waive its immunity in order that COUNTY may enforce this agreement.
- I. Indemnification. Each party to this agreement shall be responsible for any liability from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- J. 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.
- K. 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.
- L. Limitation on Payment: COUNTY's 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 LCFD #5 the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify LCFD #5 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.

- M. 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.
- N. LCFD #5 shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

VI. SIGNATURES

LARAMIE COUNTY, WYOMING

By: _____ Date: _____
Buck Holmes, Chairman

ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

LARAMIE COUNTY FIRE DISTRICT #5 BOARD

By:  _____ Date 12/11/18
Title: President

Secretary:  _____ Date 12/11/18

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  FOR
Mark Voss, Laramie County Attorney

Date 12/13/18

Attachment A

Laramie County Fire District #5 pager and mobile radio equipment

- Ten (10) Minitor VI pagers, 5 frequencies – Intrinsically Safe
- Ten (10) Minitor VI Chargers
- One (1) APX 8500 Band HP Mobile Radio