

**AGREEMENT TO PROVIDE COMMUNICATIONS EQUIPMENT
BETWEEN LARAMIE COUNTY, WYOMING AND PINE BLUFFS POLICE
DEPARTMENT**

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, 310 West 19th Street - Room 300 Cheyenne, Wyoming 82001, ("COUNTY") and Pine Bluffs Police Department (PBPd), 215 Main Street, Pine Bluffs, WY 82082. The parties agree as follows:

I. PURPOSE

Laramie County seeks to provide interoperable communications equipment to Pine Bluffs Police Department under conditions required by state and federal laws and regulations. This equipment will be purchased with 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 May 31, 2025.

III. RESPONSIBILITIES OF COUNTY

COUNTY shall purchase an interoperable communications equipment to the specifications of PBPd, as provided in the attached list which is incorporated into this Agreement as Attachment A. The COUNTY shall provide this equipment to PBPd.

IV. RESPONSIBILITIES OF CONTRACTOR

- A. All radio equipment to be specified by PBPd 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. PBPd shall ensure all equipment provided by the COUNTY is maintained and available for response to terrorist incidents and other public safety related purposes. PBPd 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.”**

- C. PBPd may be monitored periodically by the staff of Homeland Security, Laramie County, or the authorized contractors thereof, to ensure the program goals, objectives, timelines and budgets and other grant related criteria are being met.

- E. PBPD agrees not to dispose of, or otherwise transfer possession of any piece of equipment provided under this grant to any outside agency or entity without first obtaining a written approval from the Director of the Laramie County Emergency Management Agency.
- F. PBPD 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 Emergency Management Agency, at the COUNTY address provided above.

V. GENERAL PROVISIONS

- A. Independent Contractor: The services to be performed by PBPD are those of an independent contractor and not as an employee of COUNTY. Neither PBPD 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 PBPD and to COUNTY in executing this Agreement. This provision is not intended nor shall it be construed to waive PBPD's or COUNTY'S governmental immunity as provided in this Agreement.

- H. Governmental/Sovereign Immunity: Neither COUNTY nor PBPD 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 PBPD 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.
- 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 PBPD the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify PBPD 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. PBPD shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

VI. SIGNATURES

LARAMIE COUNTY, WYOMING

By: _____
Chairman, Laramie County Commissioners


Date: _____

ATTEST:


By: _____
Debra Lee, Laramie County Clerk

Date _____

PINE BLUFFS POLICE DEPARTMENT

By:  _____
Chance Walkama, Chief of Police, Pine Bluffs


Date 11/25/2019

BY:  _____
Kim Patterson, Treasurer, Pine Bluffs

Date 11-25-2019

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  _____
Laramie County Attorney's Office

Date 12/2/19

**MOTOROLA SOLUTIONS**

Quote Number: QU0000493385

Effective: 18 NOV 2019

Effective To: 17 JAN 2020

Bill-To:

PINE BLUFFS POLICE DEPT
PO BOX 429
PINE BLUFFS, WY 82082
United States

Ultimate Destination:

PINE BLUFFS POLICE DEPT
203 MAIN
PINE BLUFFS, WY 82082
United States

Attention:

Name: Chance Walkama
Email: cwalkama@pinebluffswy.gov

Sales Contact:

Name: Rhiannon White
Email: rwhite@actcom.net
Phone: +1.307.637.3459

Contract Number: NASPO ValuePoint
Freight terms: FOB Destination
Payment terms: Net 30 Duc

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	5	H98KGF9PW6BN	APX6000 VHF MHZ MODEL 2.5 PORTABLE	\$3,026.00	\$2,208.98	\$11,044.90
1a	5	QA09006AA	ADD: ADAPTIVE NOISE SUPPRESSION	\$150.00	\$109.50	\$547.50
1b	5	H38BT	ADD: SMARTZONE OPERATION	\$1,200.00	\$876.00	\$4,380.00
1c	5	Q361AR	ADD: P25 9600 BAUD TRUNKING	\$300.00	\$219.00	\$1,095.00
1d	5	QA05573AA	ALT: LI-ION IMPRES 2 IP68 5100MAH	\$135.00	\$98.55	\$492.75
1e	5	QA01648AA	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY	\$5.00	\$3.65	\$18.25
1f	5	Q58AL	ADD: 3Y ESSENTIAL SERVICE	\$110.00	\$110.00	\$550.00
1g	5	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	\$375.95	\$1,879.75
2	5	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	\$165.00	\$120.45	\$602.25
3	5	PMNN4486A	BATT IMPRES 2 LIION R IP67 3400T	\$163.00	\$118.99	\$594.95

Total Quote in USD**\$21,205.35**

***Programming and testing of proper operation and settings not included on this quote.

1. Terms subject to ITT57 as modified by the clarifications and terms/conditions. For a full list of terms/conditions please contact you Motorola representative.

2. PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order

- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)
- >Include a Signature (as Required)

3. Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.

4. Prices quoted are valid for thirty(30) days from the date of this quote.

5. Unless otherwise stated, payment will be due within forty five day of invoice. Invoicing will occur concurrently with shipping. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.