

**ADDENDUM TO EXTENDED SERVICE AGREEMENT
Laramie County/Space Concepts, Inc.**

THIS ADDENDUM is made and entered into by and between Laramie County, Wyoming, P. O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and Space Concepts, 6145 Broadway, Suite 19 Denver, Colorado 80228 (hereinafter, "CONTRACTOR").

I. PURPOSE

The purpose of this Addendum is to modify the Extended Service Agreement between Laramie County Clerk of District Court and Space Concepts, Inc., attached hereto as "Attachment A" and fully incorporated herein. (hereinafter "Agreement").

II. TERM

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

III. RESPONSIBILITIES OF CONTRACTOR

CONTRACTOR shall provide and complete the services described in Attachment 'A', attached hereto and fully incorporated herein.

IV. ADDITIONAL PROVISIONS

1. 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.

2. Entire Agreement: The Agreement (3 pages) and Addendum (4 pages) represent 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.

3. 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.

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

5. **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.

6. **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.

7. **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.

8. **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.

9. **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.

10. **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.

11. **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.

12. **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 insurance sufficient to cover its obligations under this provision, including all insurance required in the attached Exhibit 1: "Insurance Requirements," and shall file certificates of such insurance satisfactory to the County and approved by the County.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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 _____
Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Laramie County Clerk

SPACE CONCEPTS, INC.

By:  Date 8-28-19
Authorized Signature

REVIEWED AND APPROVED AS TO FORM ONLY


By:  Date 8-29-19
Laramie County Attorney's Office

Exhibit 1
Insurance Requirements

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation:** as required by the State of Wyoming with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

4. **Professional Liability (Errors and Omissions):** Omitted.

If the contractor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees and volunteers are to be covered as additional insured's on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance of self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of Entity.

Waiver of Subrogation

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

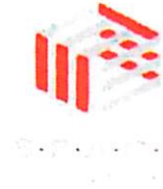
1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract work.***
3. If coverage is cancelled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the contractor must purchase "extended reporting" coverage for a minimum of ***five (5) years*** after completion of work.

Verification of Coverage

Contractor shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



EXTENDED SERVICE AGREEMENT

DATE	TYPE OF AGREEMENT	CUSTOMER ORDER NUMBER	DEPT. DIRECTOR	CONTACT	PHONE
08/01/19	Renew			Robin Poteet	307-633-4481
CUSTOMER:			Service will be performed at:		
Clerk of District Court 1st Judicial District 309 West 20th Street, Suite 3205 Cheyenne, WY 82001			TERM:		
			From: 9/1/2019		
			To: 8/31/2020		

EQUIPMENT UNDER SERVICE

TYPE OF EQUIPMENT	CUSTOMER ORDER NUMBER	MODEL	AMOUNT
Space Concepts System #	5097	SC MA System 2C	\$287.45
		SC MA System 3C	\$332.17
		Multi-System Discount	(\$61.96)
TOTAL COST:			\$557.66

_____ Please check here if you wish to decline coverage at this time.

Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE. Purchaser by his execution of this Order acknowledges that he has read its terms and conditions and has received a true copy of this Order.

Approved By: Space Concepts, Inc.

Customer's Acceptance - Sign Name Below

Blake Austin

Company Name: _____

Signature: _____

Address: 6145 Broadway, Suite 19

By: _____

City/State: Denver, CO 80216

Title: _____

By: Blake Austin

Date: _____

Date: 8-28-19

Phone: () _____

Email: _____

Signed Service Agreement must be received by Space Concepts, Inc. prior to expiration of current service agreement.

SPACE CONCEPTS, INC.

EXTENDED SERVICE AGREEMENT

EXTENDED SERVICE PROGRAM

Extended Service consists of three (3) emergency service calls from the date of contract and continuing for twelve (12) calendar months. It also, consists of those precautionary services performed on equipment covered in this agreement other than emergency or unscheduled service calls with the primary purpose of maintaining the equipment from being out of normal operation.

SERVICE TO BE PERFORMED BY AUTHORIZED FACTORY-TRAINED STAFF

Inspection & Testing of:

- Mechanical Assist Chain Tension Adjusters
- Safety Features
- Electrical Wiring & Switches
- Mechanical & Logic Controls
- Anti-tip Devices
- Carriage Limit Switches
- Safety Floor Plungers
- Safety Sweep Switches
- Safety Bar & Safety Eyes
- Sequential Carriage Indexing (Electric)

Lubrication & Adjustment of:

- All Moving Parts, Chains & Rails
- Limit Switches

General Maintenance & Cleaning of:

- Floor & Tracks
 - Face Panels & Controls
-

CUSTOMER RESPONSIBILITIES

Customer is responsible for foreign matter and debris that falls into area that may hinder or damage and result in Equipment failure.

Components of the equipment or system installed by people other than SPACE CONCEPTS, INC. is the responsibility of the customer, this includes defects in other manufacturers products.

The customer agrees to give reasonable notice for normal hours servicing.

TERMS AND CONDITIONS OF AGREEMENT

1. Mechanical service will be furnished to the customer by Space Concepts, Inc., for the equipment listed during the established business hours of Space Concepts, Inc., Monday through Friday, excluding holidays. All prices quoted herein for systems to be placed under agreement are based on the understanding that all equipment will be used during a maximum 50-hour workweek.
2. The maintenance provided shall include regular maintenance and extended service.
3. Maintenance shall be performed during established business hours Monday through Friday. Service will include inspection, cleaning, adjustment and lubrication, if required, of all electronic, electrical, and mechanical components. Unless otherwise accepted, replacement of necessary parts will be accomplished during the performance of the maintenance inspections and the Subscriber will pay current prices then in effect for such replacements, with customer approval less 20% discount.
4. Extended service shall consist of emergency service calls during the 12 calendar months following preventive maintenance service. If replacement parts are necessary, they will be charged at the prevailing rate, less 20% discount.
5. Service requested by the customer during other than established business hours will be charged at the rates then in effect, including travel time and expense with a two hour minimum. Special arrangements may be made.
6. MAINTENANCE SERVICE AND PARTS REPLACEMENT DOES NOT COVER REPAIRS OR PARTS REQUIRED BECAUSE OF AN ACCIDENT, FIRE, WATER, ABUSE, MISUSE, WAR, OR AN ACT OF GOD, NOR DOES IT COVER CHANGES IN SETUP, MAINTENANCE OR REPAIRS DONE BY SOME OTHER PERSON NOT AUTHORIZED BY SPACE CONCEPTS, INC.
7. If the equipment under agreement is moved, transported or tampered with in any manner without Space Concepts, Inc. supervision, this agreement will become null and void without refund.
8. Mechanical service is authorized by the customer to be rendered by Space Concepts, Inc. to the equipment listed for the period above noted unless the agreement is terminated by either party as herein provided. Either party may terminate this agreement upon written notice to the other party, given not less than thirty (30) days immediately prior to any anniversary date hereof. Space Concepts, Inc. reserves the right to examine equipment prior to any renewal of this agreement, and in the event the machine(s) require overhauling or rebuilding, an estimate will be submitted for customer's approval before the work is started.
9. Maximum liability for Space Concepts, Inc. hereunder shall be an amount not to exceed the total amount actually paid by the customer for services during the applicable term of the agreement.
10. In no event shall Space Concepts, Inc. be liable for any special, indirect, consequential or exemplary damages including, without limitations, loss of anticipated profits or business opportunities, or for specific performance. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF (I) ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND (II) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN CONTRACT OR TORT, WHETHER OR NOT ARISING FROM NEGLIGENCE, ACTUAL OR IMPUTED.
11. At all times, whether by amendment or change, and including this document, the only persons authorized to sign on behalf of Space Concepts, Inc. are the President or Service Manager.

Space Concepts, Inc. shall not be responsible for failure to render service for any causes beyond its control including, without limitation, strikes, labor disputes, and inclement weather.

This agreement shall constitute the entire contract between the parties and cannot be modified except in writing, signed by both parties.

The Extended Service Agreement must be pre-paid for the contract term to be in effect.