

ADDENDUM TO ROCKY MOUNTAIN RESERVE SERVICES AGREEMENT
between
LARAMIE COUNTY & ROCKY MOUNTAIN RESERVE, LLC

THIS ADDENDUM is made and entered into by and between Laramie County, Wyoming, P. O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and Rocky Mountain Reserve, LLC, with offices at 1221 W Mineral Ave, Suite 202, Littleton, CO 80120 (hereinafter, "RMR")(collectively may be referenced herein as "parties"). The parties agree as follows:

I. PURPOSE

The purpose of this Addendum is to modify the Rocky Mountain Reserve Services Agreement, which includes a pricing Appendix and a Business Associate Agreement, (collectively referred to as 'Agreement') attached hereto as Attachment 'A' and fully incorporated herein. The Agreement is for RMR to service County's benefit programs established for employees, specifically the Cafeteria Plan the Health Flexible Spending Account (FSA), and Dependent Care Account Flexible Spending Account (DCA).

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 pursuant to the terms of this Addendum, which incorporates the Agreement.

III. RESPONSIBILITIES OF RMR

- A. RMR shall provide and complete the services described in Agreement.

IV. RESPONSIBILITIES OF COUNTY

- B. COUNTY shall pay RMR per the fee schedule attached as an Appendix within Agreement. No payment shall be made before the last signature is affixed to this Addendum. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

IV. ADDITIONAL PROVISIONS

1. Entire Agreement: The Agreement includes the Rocky Mountain Service Agreement (17 pages) and Business Associate Agreement (8 pages) and 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. The Agreement and this Addendum (5 pages) shall be referred to as the Entire Agreement for the remainder of the document.

2. Assignment: The Entire Agreement, 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: The Entire Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

4. Invalidity: If any provision of the Entire 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 the provisions of the Entire Agreement are fully severable.

5. Applicable Law and Venue: The parties mutually understand and agree the Entire 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 the Entire 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 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 Addendum, or within the Entire Agreement

6. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of the Entire Agreement 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 Addendum and by extension for the Entire 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, or the Entire Agreement.

9. Third Parties: The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and the Entire Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in the Entire Agreement shall operate only between the parties to the Entire Agreement and shall inure solely to the benefit of the parties to the Entire Agreement.

10. Indemnification: To the fullest extent permitted by law, RMR 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 RMR for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. RMR shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance upon request.

11. Conflict of Interest: COUNTY and RMR affirm, to their knowledge, no RMR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of RMR, compensated either partially or wholly with funds from the Entire Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to the Entire Agreement

12. Force Majeure: Neither party shall be liable to perform under the Entire 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.

13. 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 RMR, the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify RMR 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.

14. Notices: All notices required and permitted under the Entire 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.

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

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

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Signature Page

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Laramie County Commissioners

ATTEST:

By: _____ Date _____
Laramie County Clerk

ROUCKY MOUNTAIN RESERVE, LLC:

By:  _____ Date 2025-04-02
Authorized Signature

REVIEWED AND APPROVED AS TO FORM ONLY

By:  _____ Date 4-8-25
Laramie County Attorney's Office