

SECOND AMENDMENT TO COMMISSARY SERVICE CONTRACT
Between
LARAMIE COUNTY AND KEEFE COMMISSARY NETWORK, LLC

THIS SECOND AMENDMENT is made and entered into by and between Laramie County, Wyoming, P. O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and Keefe Commissary Network, LLC, a Missouri limited liability company with its principal office at 10880 Lin Page Place, St. Louis, MO 63132 (hereinafter referred to as "Keefe"). Keefe and the County are referred to as the " Parties".

WHEREAS, the County and Keefe are parties to a Commissary Services Contract dated the 7th day of June 2018 ("Agreement"), an amendment dated March 2, 2021 ("First Amendment") and both documents are incorporated by this reference into this Second Amendment, by which Keefe provides Commissary Services on behalf of County, and

WHEREAS, the purpose of this Second Amendment is to modify the provisions of the original Agreement and First Amendment to the Commissary Service Contract to establish Keefe's responsibility for network/internet connectivity to the Vending Hardware which includes the installation of all cabling necessary to provide such connectivity, and

WHEREAS, in exchange for Keefe incurring these additional responsibilities and costs, the Parties agree to reduce the commission payable to County on all final vending item sales and commissary items sales, less any sales tax and refunded items from 35% to 30% beginning on the dated Keefe commences its Vending Services and extending through December 6, 2023.

NOW, THEREFORE, in consideration of the forgoing facts, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

The foregoing recitations are true and correct and made a parthereof:

1. The Parties agree that the term of the Agreement shall run from the date of the last affixed signature through December 6, 2023, unless terminated at an earlier date pursuant to this Amendment, or pursuant to federal, state statute, rule or regulation.
2. At its sole cost, Keefe agrees to provide network/internet connectivity to the Vending Hardware which includes the installation of all cabling necessary to provide such connectivity. In consideration thereof, effective on the commencement date of the Vending Services and extending through December 6, 2023, the Parties agree that the County shall receive a reduced commission equal to 30% of all final vending items sales and commissary item sales less sales tax and refunded items. In the event the Parties agree to extend the Agreement beyond December 6, 2023, the commission payable to

the County on all final vending item sales and commissary items sales, less any sales tax and refunded items will return to 35%.

3. Any extension of the Agreement beyond December 6, 2023 will require a written consent signed by both parties.
4. Keefe shall hold the County, its officers, employees, agents, and volunteers harmless from liability of any kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Agreement.
5. Keefe shall be responsible for and retain email and messaging records for two years from the date sent. Keefe shall retain records identified or requested by the County, or Court Ordered to be held beyond the standard retention period and shall provide those records to County if requested.
6. Except as expressly stated herein, all of the terms and conditions of the Agreement, including the County's Governmental Immunity and Indemnification shall remain in full force and effect.

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Signature Page

LARAMIE COUNTY, WYOMING

By: _____
Laramie County Commissioners

Date _____

ATTEST:

By: _____
Laramie County Clerk

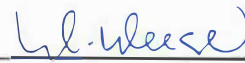
Date _____

KEEFE COMMISSARY NETWORK, LLC

By: 
John P. Uccelli, Executive Vice President

Date 08/07/2023

REVIEWED AND APPROVED AS TO FORM ONLY

By: 
Laramie County Attorney's Office

Date 8.14.23