

**ADOPTION OF
24/7 PROGRAM AGREEMENT BETWEEN
THE WYOMING ATTORNEY GENERAL'S OFFICE
AND 24/7 SOBRIETY SYSTEMS, LLC
for separate contract
between LARAMIE COUNTY &
24/7 SOBRIETY SYSTEMS, LLC.**

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, P. O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and 24/7 Sobriety Systems, LLC, (hereinafter, "24/7 SOBRIETY SYSTEMS LLC"). For purposes of attachment to other forms, this Agreement shall be referenced as the "24/7 Program Agreement with County".

I. PURPOSE

The purpose of this Agreement is to substitute COUNTY as "Operator", and to for COUNTY to adopt the "24/7 PROGRAM AGREEMENT BETWEEN THE WYOMING ATTORNEY GENERAL'S OFFICE AND 24/7 SOBRIETY SYSTEMS, LLC, Agreement (27 pages, which includes the 24/7 Program Agreement [2 pages], Schedules A through C [3 pages], Exhibit A - Definitions [4 pages], Exhibit B – Terms and Conditions [7 pages], Exhibit C – Wyoming General Conditions [3 pages], Attachment I -Terms of Use [5 pages], Attachment II [3 pages]) attached hereto as Attachment 'A' and fully incorporated herein ("24/7 Program Agreement"), for COUNTY'S access and use of software related to the administration of a remote alcohol and drug use monitoring platform provided by 24/7 SOBRIETY SYSTEMS, LLC. This Agreement is to establish a separate contract between COUNTY and 24/7 SOBRIETY SYSTEMS, LLC, and is not a substitution of parties to the 24/7 Program Agreement.

II. TERM

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

III. RESPONSIBILITIES OF 24/7 SOBRIETY SYSTEMS LLC

A. 24/7 SOBRIETY SYSTEMS LLC shall provide and complete the services described in the 24/7 Program Agreement to COUNTY as they would provide said services to "Operator" in the 24/7 Program Agreement.

B. COUNTY shall pay 24/7 SOBRIETY SYSTEMS LLC per the terms of the 24/7 Program Agreement, with the same obligations and responsibilities as "Operator". Payment will be made upon receipt of the 24/7 SOBRIETY SYSTEMS LLC'S invoice to the COUNTY. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

IV. ADDITIONAL PROVISIONS

1. Entire Agreement: This Agreement, which incorporates and adopts the terms and conditions of the 24/7 Program Agreement (27 pages, which includes the 24/7 Program Agreement [2 pages], Schedules A through C [3 pages], Exhibit A - Definitions [4 pages], Exhibit B – Terms and Conditions [7 pages], Exhibit C – Wyoming General Conditions [3 pages], Attachment I - Terms of Use [5 pages], Attachment II [3 pages]) 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.

2. Assignment: Neither this Agreement and 24/7 Program 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: This Agreement and 24/7 Program Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

4. COUNTY as “Operator” Under the 24/7 Program Agreement. The parties acknowledge that the term “Operator” in the 24/7 Program Agreement refers to the State of Wyoming by the authority and participation of the Wyoming Attorney General’s Office. COUNTY and 24/7 SOBRIETY SYSTEMS, LLC agree that all obligations and benefits provided “Operator”, or the State of Wyoming under the 24/7 Program Agreement, shall be granted to COUNTY, and that COUNTY is an added participant, not a substituted party of the 24/7 Program Agreement, and that COUNTY will be obligated and benefited separately from the State of Wyoming, and Wyoming Attorney General’s Office, and that services from 24/7 SOBRIETY SYSTEMS, LLC will maintain its obligations and benefits separately with COUNTY.

5. Invalidity: If any provision of this Agreement and 24/7 Program 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 this Agreement and 24/7 Program Agreement are fully severable.

6. Applicable Law and Venue: The parties mutually understand and agree this Agreement and 24/7 Program 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 and 24/7 Program 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 Agreement.

9. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement and 24/7 Program Agreement because of race, color, gender, creed, handicapping condition, or national origin.

10. 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.

11. 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 24/7 Program 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 Agreement and 24/7 Program Agreement.

12. 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 24/7 Program Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement and 24/7 Program Agreement shall operate only between the parties to the Agreement and 24/7 Program Agreement and shall inure solely to the benefit of the parties to this Agreement and 24/7 Program Agreement.

13. Indemnification: To the fullest extent permitted by law, 24/7 SOBRIETY SYSTEMS LLC 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 24/7 SOBRIETY SYSTEMS LLC for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. 24/7 SOBRIETY SYSTEMS LLC shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.

14. Conflict of Interest: COUNTY and 24/7 SOBRIETY SYSTEMS LLC affirm, to their knowledge, no 24/7 SOBRIETY SYSTEMS LLC employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of 24/7 SOBRIETY SYSTEMS LLC, 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.

15. Force Majeure: Neither party shall be liable to perform under this Agreement and 24/7 Program 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.

16. 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 24/7 SOBRIETY SYSTEMS LLC, the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify 24/7 SOBRIETY SYSTEMS LLC 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.

17. 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.

18. 24/7 Program Agreement Controls: Where a conflict exists or arises between any provision or condition of this 24/7 Program Agreement, Exhibit C ("Wyoming General Conditions") of the 24/7 Program Agreement and the Agreement, the provisions and conditions set forth in this Agreement shall control.

19. 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

24/7 SOBRIETY SYSTEMS LLC USA, INC:

By: _____ Date _____
Authorized Signature

REVIEWED AND APPROVED AS TO FORM ONLY

By:  _____ Date 5-22-24
Laramie County Attorney's Office