

ADDENDUM TO MAINTENANCE AGREEMENT
between
Laramie County and DocuTek, Inc.

THIS ADDENDUM is made and entered into by and between Laramie County, 310 West 19th Street, P.O. Box 608, Cheyenne Wyoming, 82003-0608 (hereinafter referred to as "COUNTY"), and DocuTek, Inc., 750 W. Hampden Ave., L-105, Englewood, Colorado, 80110 (hereinafter referred to as "CONTRACTOR"). The parties agree as follows:

I. PURPOSE

The purpose of this Addendum is to modify the OnSite Support Contract (the annual maintenance agreement, hereinafter referred to as "Agreement") between COUNTY and CONTRACTOR for the Minolta PS7000MKII scanner, serial number 41000053, located at the Laramie County Records Department. A copy of the Agreement is attached hereto and fully incorporated herein by this reference.

II. TERM

This Addendum shall commence on the date the last signature is affixed hereto by the duly authorized representatives of the parties, and shall remain in full force and effect until its termination in accordance with the terms of this Addendum, unless terminated at an earlier date pursuant to the provisions of this Addendum, or pursuant to federal or state statute, rule or regulation.

III. PAYMENT

1. COUNTY shall pay CONTRACTOR one thousand one hundred twenty five dollars (\$1,125.00) for the services set forth in the Agreement.

2. CONTRACTOR shall bill COUNTY by detailed invoice submitted to the Laramie County Clerk, Finance Office. Payments shall be in accordance with Wyo. Stat. § 16-6-602, as amended. No payment shall be made before the last signature is affixed to this Agreement.

IV. MODIFICATIONS

A. Paragraph 10 of the Agreement, titled "Limitation of Liability," shall be excluded and is of no force and effect, and shall be replaced with the following:

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 liability insurance sufficient to cover its obligations under this provision.

B. The sentence following Paragraph 10 beginning “[t]his Agreement shall constitute the entire Agreement between the parties . . .” shall be excluded and shall be of no force and effect, and shall be replaced with the following: “The Agreement (2 pages) and this Addendum (5 pages) represent the entire and integrated agreement and understanding between the parties and supersede all prior negotiations, statements, representations and agreements, whether written or oral.”

V. ADDITIONAL PROVISIONS

A. 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.

B. Acceptance Not Waiver: COUNTY approval of the reports, and work or materials furnished hereunder shall not in any way relieve CONTRACTOR of responsibility for the technical accuracy of the work. COUNTY approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under the Agreement and this Addendum or of any cause of action arising out of the performance of the Agreement and this Addendum.

C. Termination: The Agreement and this Addendum may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of the Agreement and this Addendum; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

D. Assignment: Neither the Agreement, this Addendum, 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: The Agreement and this Addendum shall be modified only by a written agreement, duly executed by all parties hereto.

F. Invalidity: If any provision of the Agreement and this 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 the Agreement and this Addendum are fully severable.

G. Applicable Law and Venue: The parties mutually understand and agree the Agreement and this 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 the Agreement and this 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. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to CONTRACTOR and to COUNTY in executing the Agreement and this Addendum. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in the Agreement and this Addendum.

H. Contingencies: CONTRACTOR certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with the Agreement and this Addendum, nor were any fees, commissions, gifts or other considerations made contingent upon the award of the Agreement and this Addendum.

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

J. 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.*, as amended, and/or any properly promulgated rules and regulations relating thereto.

K. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including Wyo. Stat. § 1-39-101 through 121, as amended, by entering into the Agreement and this 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 the Agreement and this Addendum.

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

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

N. Force Majeure: Neither party shall be liable to perform under the Agreement and this Addendum if such failure arises out of causes beyond the 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.

O. 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 and this Addendum 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 the Agreement and this Addendum in order to acquire similar services from another party.

P. Notices: All notices required and permitted under the Agreement and this Addendum 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.

Q. 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.

R. Compliance with Law: CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

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ADDENDUM TO MAINTENANCE AGREEMENT
between
Laramie County and DocuTek, Inc.

Signature Page

LARAMIE COUNTY, WYOMING

By: _____
Gunnar Malm, Chairman, Laramie County Commissioners

Date _____

ATTEST:

By: _____
Debra Lee, Laramie County Clerk

Date _____

DocuTek, Inc.

By: _____
Printed name: Jay Hoagland
Title: Vice President

Date 6/30/2020

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 7/8/2020



DocuTek, Inc.

750 W. Hampden Ave., L-105
Englewood, CO. 80110
303.722.5200 (phone)
service@edocutek.com | www.edocutek.com

OnSite Support Contract

Start Date	End Date	Contract #
08/15/2020	08/15/2021	3318

document management solutions

Terms & Conditions Applicable to DocuTek, Inc. Onsite Support Contract

1. COMMENCEMENT DATE. For this agreement, the commencement date is 8:00am on: 08/15/2020
2. EXPIRATION DATE. This contract shall expire at 5:00pm on: 08/15/2021

Thereafter, this agreement will remain in force until terminated by either party within (90) ninety days of its normal expiration

Please see reverse side for important additional terms and conditions.

Customer Name/Address
Laramie County Records Center Attn: Deanna Grimm 2001 Carey Ave Cheyenne, WY 82003

Service Location
Laramie County Records Center Attn: Deanna Grimm 2001 Carey Ave Cheyenne, WY 82003

Inclusions/Exclusions:

Notes:

ITEMS COVERED:

Item Code	Description	Serial Number	Billing Cycle	Total
Renewal	Minolta PS7000MKII	4100053	Annual	\$ 1,500.00
	COVID-19 25% DISCOUNT	2020-2021		\$ 375.00

CUSTOMER ACCEPTANCE	
P.O.:	Date:
Printed Name	
Signature	

Total \$ 1,125.00

DOCUTEK ACCEPTANCE

Rep
NONE

Signature

Terms & Conditions Applicable to DocuTek Standard Onsite Support Agreement (cont.)

3. MAINTENANCE SERVICE: DocuTek agrees to provide maintenance service available Monday through Friday, from 8:00 a.m. to 5:00 p.m., keeping the equipment in good working order while operated in accordance with the manufacturer's published specifications while the equipment is located within DocuTek's area of responsibility. A DocuTek Onsite support agreement includes unlimited telephone support, all parts and labor and scheduled preventative maintenance as detailed below. The maintenance provided is based on the specific performance standard needs of individual products as determined by DocuTek. These needs include preventative maintenance – two (2) scheduled visits per year – during a reported service call or at the discretion of DocuTek's Service Manager. On-call preventative maintenance will be provided and will include adjustments, lubrications and replacement of parts deemed necessary by DocuTek. Parts replaced by DocuTek become the property of DocuTek.

4. SOFTWARE SUPPORT: Software support includes phone and email support, delivery and installation of any manufacturer upgrades, updates or service patches and onsite technical assistance as required. Software support does NOT include user or administrator training on software operation or functionality, re-installation of server or client software and development of customized templates, configurations or user interfaces.

5. THIRD PARTY SOFTWARE: This support contract does not include support for issues related to, or arising from, third-party software being used with the hardware covered under this contract. DocuTek reserves the right, at its discretion, to invoice the Customer at prevailing rates for support related solely or predominately to the use of third-party software.

6. CHARGES: All service calls made on equipment not under maintenance contract shall be invoiced immediately at prevailing rates.

7. EXCLUSIONS: Maintenance service is contingent upon the proper use of all equipment and does not include repairs or increases in service time for the following:

- a) Any technical service work external to the equipment, or the maintenance of accessories, attachments or other devices not furnished by DocuTek.
- b) Service caused by supply items that are not manufacturer approved.
- c) Repair of damage, or increase in service time resulting from accident, transportation, neglect, theft, fire or water damage, misuse (other than ordinary use), failure of electrical power, air conditioning or humidity control, and performing services connected with relocation of equipment, and adding or removing accessories, attachments or other devices.
- d) Such service which is impractical for DocuTek representatives to render because of alterations in the equipment or their connection by mechanical or electrical means to another machine or device.
- e) Equipment located in an unsuitable place of installation or an unsafe or hazardous environment, as determined by DocuTek.
- f) Normal operator functions as described in the operator's manuals.
- g) Problems relating to or caused by software which was not supplied by DocuTek.
- h) Problems relating to or caused by operating environment, including electrical power, heating, air conditioning, and humidity controls which are not within DocuTek's specifications.
- i) Any consumable supply items, including, but not limited to: glass parts, bulbs, toner, and photosensitive drums where applicable.

8. ACCESS TO EQUIPMENT: DocuTek shall have full and free access to the equipment to provide service thereon.

9. MODIFICATIONS: Maintenance performed by the Customer or by third parties could be the basis of voiding any existing warranties.

10. LIMITATION OF LIABILITY: DocuTek's liability to the Customer for damages, from any cause whatsoever, and regardless of the form of action, whether in contract or in tort, including negligence or any other form of action, shall be limited to no more than twelve (12) months maintenance charges for the specific machines under this maintenance agreement that caused the damages or that are subject matter or related to the cause of action.

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