

**ADDENDUM TO BILLING TERMS, SERVICE TERMS & CONDITIONS
for ALADTEC ANNUAL SUBSCRIPTION**

**between
LARAMIE COUNTY and TIMECLOCK PLUS, LLC**

THIS ADDENDUM is made and entered into by and between Laramie County Combined Communications, Cheyenne, Wyoming, P. O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and TimeClock Plus, LLC, (hereinafter, "CONTRACTOR").

I. PURPOSE

The purpose of this Addendum is to modify the Billing Terms (1 page) and Service Terms & Conditions (1 page), which refers and incorporates a "TCP Services Agreement" (15 pages) between COUNTY and CONTRACTOR, attached hereto as "**Attachment A**" and fully incorporated herein (hereinafter "Agreement"). For purposes of reference and interchangeability: CONTRACTOR is referred to as "TCP" in the Agreement, and COUNTY is referred to as "Client" in the 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. PAYMENT

COUNTY shall pay CONTRACTOR a yearly subscription fee of three thousand six hundred sixty-one dollars and seventy-one cents (\$3,661.71), for services that include but are not limited to those described in Attachment A. Payment will be made upon receipt of the CONTRACTOR'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. MODIFICATIONS

1. Paragraph 5.1 of the "TCP Services Agreement" is hereby **removed** to add the following sentence at the end of the paragraph:

"....Subject to the Wyoming Public Records Act, Wyo. Stat. §§ 16-4-201 et. seq., the Parties agree that no shared information will be sold, given or loaned to any person or entity not a Party to this Agreement without the express written consent of the owner of the information."

2. Paragraph 19.1 of the "TCP Services Agreement" is hereby **removed** as Indemnification is addressed in paragraph 12 of the General Provisions of this Addendum. The County cannot agree to more fully indemnify or pay attorneys' fees, pursuant to established

interpretation of state constitutional restraints to do so.

3. Paragraph 29 of the "TCP Services Agreement" is hereby **removed** as law and jurisdiction are addressed in paragraph 7 of the General Provisions of this Addendum. Limitations periods cannot shorten or alter those given under the Governmental Claims Act.

All "removed" items under this Modifications section will have no force or effect on the Parties.

V. GENERAL 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 (17 pages) and this Addendum (7 pages, including **Exhibit 1: Insurance Requirements**) 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.

[remainder of page intentionally left blank, signatures on following page]

**ADDENDUM TO BILLING TERMS, SERVICE TERMS & CONDITIONS
for ALADTEC ANNUAL SUBSCRIPTION between
LARAMIE COUNTY and TIMECLOCK PLUS, LLC**

SIGNATURE PAGE

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Laramie County Clerk

ALADTEC, INC.

By: Whitney Leifeste Whitney Leifeste, Director of Legal Services Date October 31, 2024
Authorized Signature

REVIEWED AND APPROVED AS TO FORM ONLY

By:  Date 11-6-24
Laramie County Attorney's Office



TIMECLOCK PLUS,
LLC
1 TIMECLOCK DRIVE
SAN ANGELO, TX 76904

QUOTE # : Q038189

CONTRACT START DATE : 01/01/2025

CLIENT INFORMATION

Purchased for: Laramie County Combined Communications Center
Bill To: Laramie County Combined Communications Center

Contract Contact Name: Amber Young

Contract Contact Email:
amber.young@laramiecountywy.gov

Billing Address:

Support Contact Name:

Billing Contact Name:

Support Contact Email:

Billing Contact Email:

Support Contact Phone:

Billing Contact Phone:

Start day of week:

Shipping Method:

BILLING TERMS

INITIAL TERM	RENEWAL TERM	PAYMENT TERM	PAYMENT METHOD
36 MONTHS	36 MONTHS	NET 45	CHECK

ITEM DESCRIPTION	PRICE PER UNIT	QUANTITY	CHARGE TYPE	ORDER TOTAL
*ALADTEC SUBSCRIPTION - ANNUAL	\$89.31	41	RECURRING	\$3,661.71

QUOTE EXPIRATION DATE : 11/15/2024

SUBTOTAL	\$3,661.71
TAXES	\$0.00
GRAND TOTAL	\$3,661.71
CURRENCY	USD

SPECIAL TERMS: ANNUAL TO 3 YEARS AGREEMENT // JAN 2025 - JAN 2028 // PAID ANNUALLY // 41 USER LICENSES
// \$89.31 PER USER LICENSE // ADDITIONAL USERS TO BE CHARGED AT STANDARD LIST PRICE
2025-26 : \$89.31 PER USER LICENSE
2026-27 : \$91.99 PER USER LICENSE
2027-28 : \$94.75 PER USER LICENSE

SERVICE TERMS & CONDITIONS

TimeClock Plus, LLC ("TCP"), a Delaware limited liability company, will provide Client and its authorized Employees and Users access to the Services during the Initial Service Term in accordance with the complete terms and conditions (collectively the "Licensing Agreement") found at: *****tcpsoftware.com/legal

TCP reserves the right to modify the Licensing Agreement at TCP's sole discretion provided that changes shall not materially decrease the Services features and functionalities that Client has subscribed to during the then-current term. Should TCP make any modifications to the Licensing Agreement, TCP will post the amended terms on the applicable URL link and will update the "Last Updated Date" within such documents to notify Client of said changes.

This Order Form is entered into as of the Contract Start Date contained herein (the "Effective Date") by and between TimeClock Plus, LLC and the entity named in the Bill To section herein (the "Client"), and is subject to the Licensing Agreement. In the event of any conflict between the Order Form and the Terms and Conditions (as applicable), the terms of the Order Form shall control.

Client shall pay all fees or charges in accordance with those outlined on the Order Form. Except for cases of TCP breach, all fees are committed and non-cancelable during the term of the agreement.

The individuals executing this Agreement on behalf of each Party represent and warrant to the other Party that they are fully authorized and legally capable of executing this Agreement on behalf of such Party and that such execution is binding upon such Party.

Accepted by:

Client

TimeClock Plus, LLC

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

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.