



www.Runbeck.net = 877-230-8737
2800 S. 36th Street, Phoenix, AZ 85034

BALLOT PRINT SERVICES AGREEMENT

THIS BALLOT PRINT SERVICES AGREEMENT ("Agreement") is made as of the date of execution by the Parties, by and between Laramie County, a governmental subdivision of the State of Wyoming ("Client"), and RUNBECK ELECTION SERVICES, INC., an Arizona corporation, whose address is 2800 S. 36th Street, Phoenix, AZ 85034 ("Runbeck") (Collectively, the "Parties").

RECITALS

1. Runbeck is the provider of certain ballot printing services (the "Services"), more fully described in Exhibit A, which are available for sale. Runbeck also offers other services, support and products ("Products") related to the elections process.
2. Client desires to purchase from Runbeck Products and Services that are described in Exhibit A.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and other good and valuable consideration, the Parties agree as follows:

AGREEMENTS

1. Product and Service Purchase

Runbeck agrees to sell, and Client agrees to purchase, the ballot printing services (and related products) that are described in Exhibit A. Client agrees to pay to Runbeck in accordance with the fee schedule as shown in Exhibit A and the parties expressly acknowledge and agree that if the cost of paper increases by more than one-percent (1.0%) annually, the price will be adjusted to include the amount by which such annual paper cost increase exceeds one-percent (1.0%). Client agrees to use the purchased Products and Services in a manner that is consistent with the terms of this Agreement.

2. Payment to Runbeck

Client hereby agrees to pay to Runbeck, no later than the applicable due date, all fees that are due and payable under this Agreement, including Ballot Printing Services, Applicable Shipping Charges and any other ancillary items the Client requests be produced hereunder. Payment terms on amounts billed to Client are Net forty-five (45) days. Payment will be made upon receipt of Runbeck's invoice to the Client. 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)

Runbeck may charge a late fee equal to one and one-half percent (1.5%) per month on any unpaid and past due balances that are owed by Client. Further, if Client fails to timely pay any amounts due, and such failure continues for ten (10) days after written demand for payment is delivered to Client, Runbeck, at its sole discretion, may immediately terminate this Agreement and take possession of any materials owned by Runbeck, including any delivered to, but unpaid for by, Client, with or without a court order. In addition, Runbeck may pursue any other remedy permitted by law or in equity.

3. Taxes

Client is a tax-exempt governmental entity and shall not be responsible for any applicable taxes.

4. Product Delivery

Runbeck shall deliver all Products and Services to Client at the address specified in Section 20 of this Agreement, or at such other address that Client provides in writing. The Products and Services will be delivered on a schedule that is mutually acceptable to the parties. Runbeck shall not be responsible for delays in delivery of the Products and Services that are not caused by Runbeck.

5. Shipping

During the term of this Agreement Client is responsible for paying any expedited shipping charges on the Products and Services that are provided under this Agreement.

6. Availability and Retention of Records

All records relating to the Products and Services provided under this Agreement and supporting documentation for invoices submitted to Client by Runbeck shall be retained for three (3) years after Client makes final payment and all other matters related to this Agreement are concluded. All records shall also be made available by Runbeck for audit by Client, its duly authorized representatives, the State of Wyoming (including, but not limited to the Auditor of the State of Wyoming, Inspector General or duly appointed law enforcement officials) and agencies of the United States government. Such records shall be retained by Runbeck and made available for any time period required by state or federal law.

7. Assignment

The Parties expressly agree that neither shall assign this Agreement without the prior written consent of the other. Runbeck may subcontract services agreed to in this Agreement, but only with the written consent of the Client. All subcontracts are subject to the same terms, conditions, and covenants contained within this Agreement.

8. Governing Law

This Agreement shall be governed, construed, and enforced under the laws of Wyoming, notwithstanding any conflicts of laws provisions. Any legal action brought pursuant to this Agreement shall be filed in the District Court of the State of Wyoming, First Judicial District, Cheyenne, Wyoming, or Federal District Court of Wyoming. This provision is not intended nor shall it be construed to waive Client's governmental immunity as provided in this Agreement.

9. Integration and Modification

This Agreement, including any exhibits, embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or contracts, either written or oral, between the Parties to this Agreement. This Agreement shall not be modified in any manner except by an instrument, in writing, executed by the Parties to this Agreement.

10. Severability

If any term or provision of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and each remaining term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

11. Appropriations/Limitation on Payment

Client'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 Runbeck, this Agreement may be terminated by Client at the end of the period for which funds are available. Client shall notify Runbeck in writing, 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 sixty (60) days before the shortage will affect payment of claims, if Client knows of the shortage at least sixty (60) days in advance. No penalty shall accrue to Client in the event this provision is exercised, and Client 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 Client to terminate this Agreement in order to acquire similar services from another party. If this Agreement is terminated, the Client will be liable to pay Runbeck for all services performed on or before the effective date of the termination.

12. Compliance

Runbeck agrees to comply with all applicable federal, state, and local laws in the conduct of work hereunder. Runbeck accepts full responsibility for payment of all taxes including, without limitation, unemployment compensation, insurance premiums, income tax deductions, social security deductions, and all other taxes or payroll deductions required for all employees engaged by Runbeck in the performance of work under this Agreement.

13. Non-Discrimination

Runbeck certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations including, but not limited to, Title VI, and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975 and the Age Discrimination in Employment Act, as amended.

During the performance of this Agreement, Runbeck will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Runbeck will take affirmative action to ensure that during employment, all employees are treated without regard to race, color, religion, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. These provisions apply also to contract workers, such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Runbeck agrees to post in conspicuous places, available to employees and applicants for employment, notices stating Runbeck complies with all applicable federal and state non-discrimination laws.

Runbeck, or any person claiming through Runbeck, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this Agreement, or in reference to any contractors or subcontractors of said Runbeck.

14. Independent Relationship

Nothing in this Agreement is intended to, nor shall be deemed to, create a partnership, association or joint venture between Client and Runbeck in the conduct of the provisions of this Agreement. Runbeck shall at all times have the status of an independent contractor.

15. Waiver

Any waiver by either party of any right, provision or condition under this Agreement shall not be construed or deemed to be a waiver of any other right, provision or condition of this Agreement, nor a waiver of a subsequent breach of the same right, provision or condition.

16. Confidential Information

All information owned, possessed or used by Client which is communicated to, learned, or otherwise acquired by Runbeck or its employees, agents or contractors in the performance of the terms of this Agreement shall be deemed and remain Confidential Information. Runbeck shall not, beginning on the date of first association or communication between the Client and Runbeck and continuing through the term of this Agreement and thereafter, disclose, communicate or divulge to another, or use for Runbeck's own benefit or the benefit of another, any such Confidential Information without the prior written consent of the Client.

17. Risk of Loss

Runbeck agrees to bear all risk of loss, injury, or destruction of Products, as a result of this Agreement which occurs prior to delivery to the Client. Upon delivery by Runbeck to the Client, and Client taking possession of such Products, Client agrees to bear all risk of loss, injury, or destruction of such Products. Runbeck's invoices will conform to the reasonable requirements of the Client.

18. Force Majeure

In no event shall Runbeck be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, pandemics, epidemics, disease, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that Runbeck shall use reasonable efforts which are consistent with accepted industry practices to resume performance as soon as practicable under the circumstances.

19. Warranty

Runbeck warrants and represents that services provided pursuant to this Agreement, and attached exhibits, shall be timely performed in a professional manner.

20. Limitation of Runbeck Liability

RUNBECK'S LIABILITY TO CLIENT FOR DAMAGES UNDER ANY THEORY OR FORM OF ACTION SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CLIENT TO RUNBECK UNDER THIS AGREEMENT. RUNBECK SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY CLAIMS OR DAMAGES BY ANY PARTY RESULTING FROM CLIENT'S IMPROPER OR NEGLIGENT USE OR POSSESSION OF PRODUCTS. RUNBECK SHALL NOT BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, OR OTHER CONSEQUENTIAL DAMAGES.

21. Parties Responsibility

Each party agrees to be responsible and assume liability for its own wrongful or negligent acts and omissions, and those of its officers, agents and employees to the extent required by law. No term or condition of this Agreement shall be construed or interpreted as a waiver, either express or implied, of the notice requirements, immunities, rights, benefits, defenses, limitations and protections available to Client under Wyoming law.

22. No Third-Party Beneficiary

Enforcement of the terms of this Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in this Agreement allows any claim or right of action in any third person or entity. Any person or entity other than Client or Runbeck receiving services or benefits pursuant to this Agreement is an incidental beneficiary only.

23. Notices

All written notices required under this Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid as follows:

By Runbeck to: Laramie County
P.O. Box 608

Cheyenne, WY 82003

Attention: Tory Munoz
Election Manager

To Runbeck: Runbeck Election Services, Inc.
2800 S. 36th Street
Phoenix, Arizona 85034
Attention: Rizwan Fidai
Vice President of Sales

With a copy to: Steven H. Williams, Esq.
2323 North Central Avenue, Unit 1905
Phoenix, Arizona 85004

Notices hand delivered or sent by overnight courier are effective upon delivery; notices sent by certified mail are effective upon receipt; and notices sent by U.S. mail are effective upon the expiration of five (5) mail delivery days from deposit (postmarked) with the U.S. Postal Service.

24. No Construction Against Drafting Party

The Parties and their respective counsel have had the opportunity to review this Agreement, and the Agreement will not be construed against any party merely because this Agreement was prepared by a particular party.

25. Binding Authority

The person signing this Agreement on behalf of each party represents and warrants that he or she has full legal power to execute this Agreement and that he or she has proper authority to bind and obligate his or her party with respect to all provisions contained in this Agreement.

26. Successors and Assigns

The rights and obligations of the Parties herein set forth shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns permitted under this Agreement.

27. Time is of the Essence

The Parties agree that in the performance of the terms of this Agreement, time shall be of the essence.

28. Term

This Agreement shall commence on the date last executed by the duly authorized representatives of the parties and shall be in effect for four (4) years subject to Runbeck's right to terminate immediately due to lack of approved appropriations as set forth in Section 11 of the Agreement; fraud; or disclosure of Runbeck Confidential Information.

29. Obligations at Expiration

Upon expiration of this Agreement, Runbeck shall provide to Client an accounting of all monies due and payable to Runbeck under this Agreement. Client shall pay to Runbeck all amounts owed, if any, within thirty (30) days of the date of the invoice that Runbeck sends to Client.

30. Governmental/Sovereign Immunity

Client does not waive its Governmental/ Sovereign Immunity, as provided by any applicable law including WYO. STAT. §§ 1-39-101 through 1-39-121, as amended, by entering into this Agreement. Further, Client 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.

31. Indemnification

To the fullest extent permitted by law, Runbeck agrees to indemnify and hold harmless Client, 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 Runbeck for Client except to the extent liability is caused by the negligence or willful misconduct of Client or its employees, elected or appointed officials, and volunteers.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the day and year first above written.

Runbeck Election Services, Inc.

Laramie County, WY

By:  _____

Title: Vice President of Sales _____

Date: March 14, 2022 _____


ATTEST:

By: _____
Debra Lee, Laramie County Clerk

Date _____

This Agreement is effective the date of the last signature is affixed to this page.

REVIEWED AND APPROVED AS TO FORM ONLY

By:  _____
Laramie County Attorney's Office

Date 3.24.22 _____

EXHIBIT A

Description:

- Ballots \$ 0.28 per ballot
- Test Deck \$ 0.45 per ballot
- Test Deck Database Setup Fee \$1,000