

ADDENDUM TO ADVERTISING PRODUCTS AND SERVICES AGREEMENT
between
Adams Publishing Group and Laramie County, Wyoming Government

This Addendum is made and entered into by and between Laramie County, Wyoming Government, P.O. Box 608, Cheyenne, Wyoming 82003-0608 ("COUNTY") and Adams Publishing Group, Wyoming Tribune Bld., 702 W. Lincolnway, Cheyenne, WY 82001 ("CONTRACTOR") (COUNTY and CONTRACTOR collectively known as "parties" herein.) The parties agree as follows:

I. PURPOSE

The purpose of this Addendum is to modify the Advertising Products and Services Agreement dated 05/08/26, with the CONTRACTOR to provide and awareness campaign for the Laramie County Sheriff's Office using targeted displays on social media services to COUNTY, as specified in the CONTRACTOR'S Advertising Products and Services Agreement dated 05/08/26 (herein after referred to as "Agreement"), which is attached hereto as **Attachment A** and incorporated herein. For purposes of reference and interchangeability: CONTRACTOR is referred to as "The newspaper" and "Publisher" in the Agreement. COUNTY is referred to as "Client", "Customer", and "Advertiser" in the Agreement.

II. TERM

This Addendum and the Agreement shall commence on the date last executed by the duly authorized representatives of the parties to the Agreement and shall remain in force until the services are completed.

III. RESPONSIBILITIES OF COUNTY

COUNTY shall pay a one-time payment to CONTRACTOR under this Agreement of four thousand two hundred sixty dollars (\$4,260.00) for targeted display advertising, and five thousand seven hundred forty dollars (\$5,740.00) for awareness campaign advertising on social media, combined the total of the two payments shall not exceed ten thousand dollars (\$10,000.00), as detailed in the Agreement. No payment shall be made before the last signature is affixed to this Agreement.

IV. RESPONSIBILITIES OF CONTRACTOR

A. CONTRACTOR shall work with COUNTY to develop advertising and awareness materials related to domestic violence, bullying, gun safety, and mental health and placing the advertising on social media and the use of targeted display advertising.

B. CONTRACTOR agrees to retain all required records for three (3) years after the COUNTY makes final payment and all other matters relating to the Entire Agreement are concluded. CONTRACTOR agrees to permit access by COUNTY or any of its duly authorized representatives to any books, documents, papers and records of CONTRACTOR which are

directly pertinent to this Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions. It is agreed that finished or unfinished documents, data or reports prepared by CONTRACTOR under this contract shall be considered the property of COUNTY and upon completion of the services to be performed, or upon termination of this Agreement for cause, or for convenience of COUNTY, will be turned over to COUNTY.

V. MODIFICATIONS AND CLARIFICATIONS TO AGREEMENT:

The following provisions of the Agreement are **modified, removed, or clarified**, and are replaced by terms of this Addendum:

A. The paragraph starting "Customer agrees to pay Adams Publishing Group the amount set forth on the details of Commitment." is hereby **removed** in its entirety, as the manner and term of payment is discussed in title III "Responsibilities of COUNTY", Paragraph N of General Provisions of this Addendum, and COUNTY does not agree to waive it's right to a jury trial or limit possible recovery.

B. The paragraph "Force Majeure" is removed in its entirety as Force Majeure is already discussed under paragraph R of "general provisions" in this Addendum.

C. The paragraph that begins with "Publisher has the right to assign and license this agreement without Advertiser's consent." is removed in its entirety, as the matter of assignment is already addressed under paragraph F of the "general provisions" of this Addendum.

D. The sentence that reads "Advertisers agrees to release, indemnify, defend and hold harmless Publisher, its parents, subsidiaries, affiliates, successors, assigns, and the officers, directors, shareholders, employees, agents, and representatives of the foregoing persons and entities, from and against any liabilities, losses, claims, demands, costs, and expenses (including attorney's fees) arising from or in connection with the Advertising Materials and/or the breach or alleged breach by Advertiser of any of the above representations and warranties." is removed in its entirety, as indemnification is addressed in paragraph N of the "general provisions" of this Addendum, and COUNTY does not waive its governmental/sovereign immunity by engaging in this Agreement.

All terms or items removed from the Attachment pursuant to this Modification and Clarifications section will have no force or effect on the Parties.

VI. GENERAL PROVISIONS

A. Entire Agreement: This entire agreement (consisting of nine (9) pages) consists of: 1) The Addendum (7 pages) and 2) The Agreement (2 pages) these pages 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. The Addendum and Agreement collectively, shall be referred to as the "Entire Agreement" for the remainder of the document.

B. 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 the Entire Agreement 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.

C. Preference-Wyoming Labor: Should the subject of this agreement constitute the construction, reconstruction, improvement, enlargement, alteration, or repair, of any public works project or improvement, by signature below CONTRACTOR acknowledges the requirement for the use of Wyoming labor pursuant to W.S. § 16-6-203 as amended, except in circumstances as provided by law including, but not limited to W.S. § 16-6-201 et seq.

D. 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 Entire Agreement or of any cause of action arising out of the performance of The Entire Agreement.

E. Termination: The Entire 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 the Entire 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.

F. Assignment: Neither the Entire Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

G. Modification: The Entire Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

H. Invalidity: If any provision of the Entire 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 the Entire Agreement are fully severable.

I. Applicable Law and Venue: The parties mutually understand and agree the Entire 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 the Entire 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 the Entire Agreement

J. Contingencies: CONTRACTOR certifies and warrants no gratuities, kickbacks or contingency fees were paid in connection with the Entire Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of the Entire Agreement.

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

L. 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.

M. 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 the Entire 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 the Entire Agreement.

N. Indemnification: Each party to this agreement shall be responsible for any liability arising from its own conduct, and that of its employees, agents, invitees, participants or volunteers. This responsibility includes, but is not limited to, claims of any type related to or coming from agreements either party may have with any third party. Neither party agrees to insure, defend or indemnify the other.

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

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

Q. Insurance: CONTRACTOR shall carry liability insurance sufficient to cover its obligations under the Entire Agreement, CONTRACTOR shall furnish COUNTY with the entire policy, 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 by COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR'S obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- a. **Minimum Limits of Coverage:** Insurance shall be Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 or equivalent 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 **\$1,000,000** per occurrence with a **\$2,000,000** aggregate. 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. If CONTRACTOR maintains higher limits than the minimums shown above, COUNTY requires and shall be entitled to coverage for the higher limits maintained by CONTRACTOR.
- b. **Primary and Non-Contributory:** For any claims related to this contract, CONTRACTOR'S **insurance coverage shall be primary insurance** as respects COUNTY, 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.
- c. **Waiver of Subrogation:** CONTRACTOR hereby grants to COUNTY 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.
- d. **Additional Named:** COUNTY, its officers, officials, employees and volunteers are **to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor 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. **Additional Named status shall be reflected on any certificate of insurance** and/or CONTRACTOR will provide COUNTY with a copy of the appropriate endorsement to the policy reflecting the additional named status.

R. **Force Majeure:** Neither party shall be liable to perform under the Entire 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.

S. **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 the Entire Agreement in order to acquire similar services from another party. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

T. Notices: All notices required and permitted under the Entire 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.

U. Notices: All notices required and permitted under the Entire 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.

V. Addendum Controls: Where a conflict exists or arises between any provision or condition of the Addendum and the Agreement or its referenced documents, the provisions and conditions set forth in the Addendum shall control.


W. Compliance with Law: The parties agree that they shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

X. Authority: By signature below, the parties agree and warrant that the signatory has authority to bind the respective parties to the terms of the Entire Agreement and that any asserted entity is not defunct or dissolved.


The Remainder of this Page is Intentionally Left Blank

ADDENDUM TO ADVERTISING PRODUCTS AND SERVICES AGREEMENT
between
Adams Publishing Group and Laramie County, Wyoming Government

Cheyenne Laramie County Sheriff's Office

By:  _____ Date _____
Name:
Title:

Adams Publishing Group:

By:  _____ Date 5/18/26
Name:
Title:

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  _____ Date 5/18/26
Laramie County Attorney's Office

Attachment A



Advertising Agreement

ADVERTISING PRODUCTS AND SERVICES

Digital Newspaper Preprint/Deliver Specialty Products Single Sheet/Direct Mail

This agreement is entered into and between

Adams Publishing Group and Laramie County Sheriff Department

Customer Name: Chance Walkama Account Number: 80043WY

Agreement Begins: May 13th 2026 Agreement Ends: August 12th 2026

DETAILS OF COMMITMENT/PURCHASE ORDER

Product/Service	Agreement Frequency 1x, 3x, 6x, 12x, or custom	Agreement Investment
Targeted Display	May 13th - August 12th	\$4260 total
Social Media	May 13th - August 12th	\$5740 total

STANDARD TERMS AND PROVISIONS

Adams Publishing Group is pleased to enter into this Advertising Agreement with the above-named customer. The effective date of the Agreement ("agreement begins") will be the first date of the date range set forth below in the "Details of Commitment" section. Adams Publishing Group shall provide the services and products identified below in the Details of Commitment. Unless otherwise noted, the newspaper organization will create and deliver the product. Specific product definitions can be found in the Addendum on page three of this advertising agreement. The newspaper reserves the right to preview and amend copy, editorial guidelines will apply. Client signature serves as an acknowledgment that the client has all rights, licenses, permissions, etc needed for the ad and its publication. This should be for all intellectual property to include copyrights and trademarks. This also includes indemnification for the client for claims arising out of the ad. The customer shall agree to a commitment to run times at the per column inch or modular rate for _____ retail and the per column inch or modular rate _____ for classified display or CPM for preprints/print and deliver.

Customer agrees to pay Adams Publishing Group the amount set forth on the Details of Commitment. If customer is to be sent a statement monthly, a new account application must be submitted, and the payment terms are net 30 days unless otherwise agreed to in writing to parties. Customer agrees that the pricing provided for in this agreement requires the customer to meet the "Minimum Agreement Investment" set forth in the Details of Commitment. Delinquent amounts are subject to a 1.5% per month late charge and Adams Publishing Group reserves the right to discontinue providing the service and products, as well as to recover reasonable legal and collection fees, in the event the customer becomes delinquent. In the event of legal action to collect amounts due under this Agreement, Customer waives any rights to a jury trial and neither party may seek or recover consequential or punitive damages. All local rates are net. This advertising agreement will not self-renew.



Advertising Agreement

"Force Majeure" means any event or condition not existing as of the date of this Agreement, not reasonably foreseeable as of such date and not reasonably within the control of either party, which prevents in whole or in material part the performance by either party of its obligations hereunder or which renders the performance of such obligations so difficult or costly as to make such performance commercially unreasonable. Without limiting the foregoing, the following will constitute events or conditions of Force Majeure: acts of state or governmental action, riots, disturbance, war, strikes, lockouts, slowdowns, prolonged shortage of energy supplies, epidemics, fire, flood, hurricane, typhoon, earthquake, lightning and explosion.

Pursuant to the Advertising Terms, Advertiser will provide Publisher with specified advertising materials for publication ("Advertising Materials"). Publisher has the right to reject or remove the Advertising Materials submitted by Advertiser at Publisher's sole discretion. If Publisher removes the Advertising Materials, Publisher's sole liability will be to refund the pro-rata portion of amounts paid for the unfilled advertising term, if any.

Advertiser represents and warrants that (a) it is the sole and exclusive owner of all the contents of, and intellectual property rights in, the Advertising Materials or it has obtained all necessary licenses and/or authorizations for Publisher to publish the Advertising Materials; (b) it has not transferred or assigned any of its rights in the Advertising Materials to another party; and (c) the Advertising Materials comply with all applicable laws and regulations, are not defamatory and do not infringe on any party's intellectual property, publicity, privacy or other rights. Advertiser agrees to release, indemnify, defend, and hold harmless Publisher, its parents, subsidiaries, affiliates, successors, assigns, and the officers, directors, shareholders, employees, agents, and representatives of the foregoing persons and entities, from and against any liabilities, losses, claims, demands, costs, and expenses (including attorneys' fees) arising from or in connection with the Advertising Materials and/or the breach or alleged breach by Advertiser of any of the above representations and warranties.

Publisher has the right to assign and license this agreement without Advertiser's consent. The agreement will inure to the benefit of and will be binding upon the parties' respective affiliates, successors, licensees, assigns, heirs, and representatives. This agreement constitutes the entire understanding and agreement of the parties regarding the subject matter thereof, and the agreement may only be amended by a written instrument signed by the parties. An electronically transmitted signature will be treated the same as an original signature.

It is understood that in the event of failure on the part of the advertiser to complete the agreement as specified, all advertising that has run as a part of this agreement shall be short rated and rebilled at the actual earned rate in accordance with the published rate card. Duration of the agreement shall not be in excess of one year without express authorization from the publisher.

SIGNATURES

Multimedia Account Executive Name (MMAE)


Advertising Manager Signature and Date

Local Property Address

Client Name Representative & Title

Signature

Client Billing Address

Authorized Agency Representative (if applicable)

Authorized Agency Address