

ADDENDUM TO DIGITAL ARCHIVING CONTRACT
Between
Laramie County and ArcaSearch Corporation

THIS ADDENDUM is made and entered into by and between Laramie County, Wyoming P.O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and ArcaSearch Corporation, 22517 178th Ave., Suite D, Cold Spring, MN 56360 ("CONTRACTOR"). The parties agree as follows:

I. PURPOSE

The purpose of this Addendum is to modify the Historical Records Deeds, Patents and Miscellaneous Contract/Proposal and Addendum, signed by both Laramie County and ArcaSearch Corporation on November 20, 2018, both of which are incorporated by reference herein. This Addendum further modifies Proposal #03202020P1V1 dated March 20, 2020, for purposes of providing interim e-commerce solution on behalf of Laramie County to subscribers.

II. TERM

This Addendum shall commence on the date last executed by the duly authorized representatives of the parties to this Addendum, and shall remain in full force and effect until June 30, 2020 at 11:59 p.m., or unless it is terminated by either party prior to the expiration date.

III. RESPONSIBILITIES OF CONTRACTOR

CONTRACTOR shall provide and complete in a timely manner, the e-commerce services described in Proposal #03202020P1V1 attached hereto and fully incorporated herein.

IV. RESPONSIBILITIES OF COUNTY

COUNTY shall pay CONTRACTOR an estimated project price not exceeding five hundred (\$500.00) dollars for the duration of this agreement. CONTRACTOR shall bill COUNTY by a properly executed invoice specifying services performed. 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).

V. ADDITIONAL 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. 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 this Agreement and Addendum or of any cause of action arising out of the performance of this Agreement and Addendum.

3. Termination: This Agreement and 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 this Agreement and 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.

4. Entire Agreement: The Agreement (Proposal #04042018P1V2) eight (9) pages and this Addendum (5 pages), represent the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

5. 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.

6. Modification: This Agreement and Addendum shall be modified only by a written agreement, duly executed by all parties hereto.

7. 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.

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

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

10. 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.

11. 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.

12. 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.

13. 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 liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.

14. 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.

15. 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 and Addendum, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement and Addendum.

16. 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.

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

18. Notices: All notices required and permitted under this Agreement and 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 to such party. A party may change its address for notice hereunder by giving written notice to the other party.

19. 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.

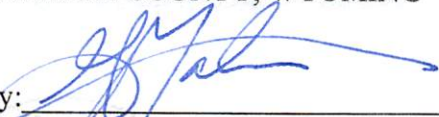
20. Compliance with Law: COUNTY and CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

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ADDENDUM TO DIGITAL ARCHIVAL CONTRACT/PROPOSAL
Laramie County/ ArcaSearch Corporation

Signature page

LARAMIE COUNTY, WYOMING

By:  _____ Date 3/25/20
Chairman, Laramie County Commissioners

ATTEST:

By:  _____ Date 3-25/2020
Debra Lee, Laramie County Clerk

CONTRACTOR: ArcaSearch Corporation

By:  _____ Date 3.25.2020
Authorized Signature

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

REVIEWED AND APPROVED AS TO FORM ONLY

By:  _____ Date 3/25/2020
Gladys Ayokosok, Deputy Laramie County Attorney



Laramie County, WY

**Interim E-Commerce Solution
Valid through June 30, 2020**

Proposal #03202020P1V1

March 20, 2020

Prepared for:

Laramie County
2001 Carey Avenue
Cheyenne, WY 82001

Deanna Grimm
Records Center Supervisor
307.633.4375
dgrimm@laramiecountyclerk.com

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INTERIM FEATURES OF E-COMMERCE

Includes:

- Subscriber contact information
- Subscriber Credentials; Username and Password
- Subscription length
- Unlimited views of digital documents

** All communications for subscriber set up needs to be emailed to: customer.service@arcasearch.com cc'd to tammy.hoekstra@arcasearch.com*

E-COMMERCE FEE

- 90-day fee: \$500

Includes:

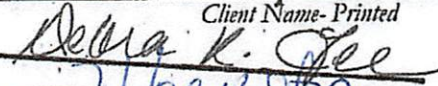

- Site set up; add/remove subscribers as required by Laramie County Clerk's Office
- Unlimited subscribers of the Laramie County Historical Records Research Site

***This is a temporary solution. We recommend you contact ArcaSearch prior to June 30, 2020 re-evaluate this proposal. With this solution, we do not have the ability to monitor printing or downloading of our public records.*

ACCEPTED BY:

Client:  Date: 3/25/20
Client Name- Signature

Client: Gunnar malm, Chairman Date: 3/25/20
Client Name- Printed

ATTEST  Date: 3.25.2020
 For ArcaSearch: 
ArcaSearch

CONTACT INFORMATION:

Chuck Miotke
 President
 ArcaSearch Corporation
 22517 178th Ave., Suite D
 Cold Spring, MN 56320
 (989) 430-3877
chuck.miotke@arcasearch.com

Tammy Hoekstra
 Customer Service Manager
 ArcaSearch Corporation
 22517 178th Ave., Suite D
 Cold Spring, MN 56320
 (800) 846-9433
tammy.hoekstra@arcasearch.com