

ADDENDUM TO WEBSITE DESIGN AGREEMENT
Between
LARAMIE COUNTY CLERK and DESIGN THE WORLD, INC.

THIS ADDENDUM is made and entered into by and between Laramie County Clerk, P.O. Box 608, Cheyenne, Wyoming 82001 (COUNTY CLERK) and Design the World, 1607 Capitol Ave., 82001 (CONSULTANT). The parties agree as follows:

I. PURPOSE

The purpose of this Addendum is to modify the Website Designs Agreement, which is attached hereto and incorporated by reference herein as Attachment A, between COUNTY CLERK and CONSULTANT for the purpose of providing design templates to be utilized by COUNTY CLERK web developers.

II. TERM

This Addendum shall run from the date of the last affixed signature and shall remain in full force and effect until completion of the services to be provided, or 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

CONSULTANT shall bill COUNTY CLERK by a properly executed invoice specifying services performed. 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. RESPONSIBILITIES OF CONSULTANT

A. CONSULTANT shall complete the work in accordance with the terms, conditions and specifications set forth in Attachment A and this Addendum. All the services provided by CONSULTANT shall be performed and completed in a professional manner.

B. CONSULTANT agrees to retain all required records for three (5) years after the COUNTY CLERK makes final payment and all other matters relating to the Agreement are concluded. CONSULTANT agrees to permit access by the COUNTY CLERK or any of its duly authorized representatives to any books, documents, papers and records of the CONSULTANT which are directly pertinent to this specific 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 CONSULTANT under this contract shall be considered the property of the COUNTY CLERK and upon completion of the services to be performed, or upon

termination of this Agreement for cause, or for the convenience of the COUNTY CLERK, will be turned over to the COUNTY CLERK.

V. GENERAL PROVISIONS

A. Default: Each term and condition hereof shall be deemed to be a material element of the Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default thereof.

B. Indemnification: To the fullest extent permitted by law, CONSULTANT agrees to indemnify, hold harmless, and defend COUNTY CLERK and its officers, employees, and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with the services performed by CONSULTANT in furtherance of this Agreement except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY CLERK or its officers, employees, and volunteers. Nothing in this provision serves to abrogate in any manner COUNTY CLERK'S assertion of sovereign immunity.

C. Independent Entities: COUNTY CLERK, and CONSULTANT are independent entities and their employees or volunteers are not to be considered agents or employees of the other. Actions performed by CONSULTANT pursuant to this Agreement are those of an independent CONSULTANT and not those of an employee of the COUNTY CLERK.

D. Governmental Immunity: COUNTY CLERK does not waive its governmental immunity provided by any law, including W.S. § 1-39-101 et seq., by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based upon this Agreement. Further, COUNTY CLERK does not waive its sovereign immunity under contract, tort or any other applicable theory of law by entering into this Agreement.

E. Acceptance Not Waiver: COUNTY CLERK approval of the reports, and work or materials furnished hereunder shall not in any way relieve CONSULTANT of responsibility for the technical accuracy of the work. COUNTY CLERK 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 or of any cause of action arising out of the performance of this Agreement.

F. Entire Agreement: The Agreement (6 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.

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

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

I. Termination: This Agreement may be terminated (a) by either party at any time for failure of a party to comply with the terms and conditions of this agreement; (b) by any party, with thirty (30) days prior written notice to all other parties; or (c) upon mutual written agreement by all parties. In the event of termination, any documents and data produced in furtherance of this agreement, whether or not finished, shall become the property of COUNTY CLERK. CONSULTANT shall be entitled to compensation for any satisfactory work completed prior to termination.

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

K. ADA Compliance: All parties agree they will not discriminate against a qualified individual with a 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.

L. Conflict of Interest: COUNTY CLERK and CONSULTANT affirm, to their knowledge, neither CONSULTANT nor any employee of CONSULTANT has any personal beneficial interest whatsoever in the Agreement described herein. Neither CONSULTANT nor any employee of CONSULTANT, 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.

M. Force Majeure: Neither party shall be liable to perform under this 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.

N. 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 to such party. A party may change its address for notice hereunder by giving written notice to the other party.

O. Third Party Beneficiary: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this

Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement.

P. Availability of funds: The obligations of COUNTY CLERK herein are conditioned upon the availability of funds appropriated or allocated for use under this Agreement. If funds are not allocated and available as needed for COUNTY CLERK to perform this Agreement, the Agreement may be terminated at the end of the period for which funds, if any, are available. Each party shall notify the other party at the earliest possible time if the agreement will or may be affected by a shortage of funds. No penalty shall accrue to either party in the event this provision is exercised, and neither party shall be obligated or liable for any future payments due or damages as a result of termination under this section. This provision shall not be construed to permit either party to terminate this Agreement in order to engage in a similar agreement with another party.

Q. Understanding and acceptance: By their execution each party certifies it has read and understands this Agreement, agrees to be bound by the terms hereof, has the authority to execute and bind, and has received a signed and dated copy of the agreement.

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

S. Addendum Controls: Where a conflict exists or arises between any provision of this Addendum and the Attachment A, the provisions and conditions set forth in this Addendum shall control.

[The remainder of this page was intentionally left blank]

**ADDENDUM TO WEBSITE DESIGN AGREEMENT
between
LARAMIE COUNTY CLERK and DESIGN THE WORLD, INC.**

Signature Page

LARAMIE COUNTY

By: _____
Chairman, Laramie County Board of Commissioners

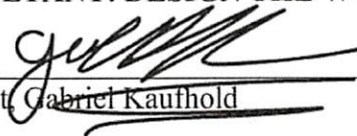
Date _____

ATTEST:

By: _____
County Clerk


Date _____

CONSULTANT: DESIGN THE WORLD, INC.

By:  _____
President, Gabriel Kaufhold

Date 3/23/2020

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  _____
Gladys Ayokosok
Deputy Laramie County Attorney

Date 3/24/2020

Attachment A



DESIGN THE WORLD.

AGREEMENT BETWEEN LARAMIE COUNTY AND DESIGN THE WORLD

02/15/2020

Design the World, Inc.
Laramie County Clerk Webpage Design

Scope of Work

Design the World will design templates specified by the client to agreed-upon specifications and standards. Design the World will supply website designs in the form of vector/PDF for utilization by the County Clerk's web developers.

Price & Payment

The work shall be performed for a fixed price of \$50.00 per hour not to exceed \$5,000 (five-thousand dollars). If customer desires to increase the scope of work, then Design the World will provide the customer with a written fixed price to do the additional work. Design the World will perform the additional work when customer confirms the additional scope of work and price in writing.

Invoices will be generated by Design the World in 30-day increments throughout the design process period.

The County will pay Design the World within 30 days of submission of an invoice or invoices for services provided. All balances over thirty (30) days past due will accrue interest at one and half percent (1.5%) per month. In the event the balance is placed in collections, Customer agrees to pay all cost of collection including a reasonable attorney's fees.



DESIGN THE WORLD.

Right to Display

Design the World reserves the right to display all aspects of our creative work including sketches, work-in-progress designs and completed projects in our portfolio, in print and online articles, on websites and in magazines and books.

Limitation of Liability

Design the World agrees to carry out the work in accordance with standard industry practice and with personal qualified by relevant experience and training.

Design the World strives to provide an error free products, but this cannot be guaranteed and is often beyond the control of Design the World. Customer expressly waives any claim for damages beyond the refund of any fees paid to Design the World, including lost profits, incidental, consequential or special damages on behalf of the Custom and/or any possible third-party beneficiary, both known and unknown.

Design the World's liability to Customer is expressly limited to the fees paid under this agreement.



DESIGN THE WORLD.

Miscellaneous Provisions

The appropriate venue for any dispute under this agreement is Laramie County Wyoming in a Court of appropriate jurisdiction. This contract is governed by the laws of the State of Wyoming. If any provision of this contract shall be declared unlawful, void, or for any reason unenforceable, the remaining terms of the contract shall remain in full force and effect.

Gabriel Kaufhold
President
Design the World, Inc.

Date

Chairman

Date