

## **ADDENDUM TO E-COMMERCE PROPOSAL/AGREEMENT**

**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 178<sup>th</sup> Ave., Suite D, Cold Spring, MN 56360 ("CONTRACTOR"). The parties agree as follows:

### **I. PURPOSE**

The purpose of this Addendum is to modify the Laramie County Recorder's Office E-Commerce Proposal #06102020P1V1 dated June 10, 2020, for purposes of granting the COUNTY access to indexes and records for e-commerce solutions, and incorporated by reference into this Addendum.

### **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 for a period of one (1) year, or unless terminated by either party prior to the expiration date.

### **III. MODIFICATIONS**

A. The ¶ entitled "No Infringement of Property Rights" is reworded to provide as follows:

"The parties warrant that any materials and, or work product provided or produced or utilized in the performance of this Agreement, will not infringe or violate any patent, copyright, trade secret, or any other proprietary right of the other party or third party. If any claim is brought against either, the parties shall either procure for the other the right to continue using the materials and, or work product, or replace or modify the materials and, or work product. If an option satisfactory to COUNTY or CONTRACTOR is not reasonably available, upon the written request of the other party and at the other parties expense, the party shall return any materials and, or work product owned and provided. This remedy shall be in addition to and not exclusive of other available remedies.

B. The last ¶ of the section entitled "Confidentiality" is modified to include language providing that COUNTY's compliance to this provision is to the extent allowed by law.

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C. The ¶ entitled "Jurisdiction and Venue" is stricken and is of no further force and effect.

#### **IV. RESPONSIBILITIES OF CONTRACTOR**

CONTRACTOR shall provide and complete in a timely manner, the e-commerce services described in Proposal #06102020P1V1.

#### **V. RESPONSIBILITIES OF COUNTY**

COUNTY shall pay CONTRACTOR an annual fee not exceeding one thousand, seven hundred ninety-nine dollars (\$1,799.00), and a one-time installation fee of two thousand, four hundred ninety-five dollars (\$2,495.00) 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).

#### **VI. 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 #06102020P1V2 (5 pages) and this Addendum (6 pages), represent the entire and integrated agreement and understanding between

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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

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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 E-COMMERCE CONTRACT/PROPOSAL**  
**Laramie County/ ArcaSearch Corporation**

**Signature page**

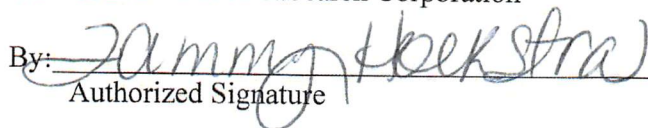
LARAMIE COUNTY, WYOMING

By: \_\_\_\_\_ Date \_\_\_\_\_  
Chairman, Laramie County Commissioners

ATTEST:


By: \_\_\_\_\_ Date \_\_\_\_\_  
Debra Lee, Laramie County Clerk

CONTRACTOR: ArcaSearch Corporation

By:  Date 8.25.2020  
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 8/26/2020  
Laramie County Attorney's Office



## Laramie County Recorder's Office

### E-Commerce Proposal

Proposal #06102020P1V1

June 10, 2020

Prepared for:

**Laramie County**

2001 Carey Avenue  
Cheyenne, WY 82001

**Deanna Grimm**

Records Center Supervisor  
307.633.4375

[dgrimm@laramiecountyclerk.com](mailto:dgrimm@laramiecountyclerk.com)

## **STANDARD FEATURES OF ECOMMERCE**

### **Monthly Report**

Includes:

- Patron email address (username)
- Type of subscription
- Total amount purchased

### **Browsing Access**

Patrons are allowed unlimited views and prints of digital documents

## **TERMS AND CONDITIONS**

### **Data Privacy**

ArcaSearch acknowledges and agrees that it will have access to Client Information, which may include computer access and passwords; as well as recorded land record information, which may include private information, including social security numbers and birth dates. ArcaSearch, its officers, agents, owners, partners, employees, volunteers, and subcontractors shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (MGDPA), the Health Insurance Portability and Accountability Act and implementing regulations, if applicable, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality.

### **No Infringement of Proprietary Rights**

The parties warrant that any materials and, or work product provided or produced or utilized in the performance of this Agreement, will not infringe or violate any patent, copyright, trade secret, or any other proprietary right the other party or any third party. In the event of any such claim by any third party against Client or ArcaSearch, upon prompt notice of such claim, ArcaSearch or Client, at its expense, shall indemnify and defend the other party against any loss, cost, expense or liability, including attorney's fees, arising out of such claim. If such claim occurs, or is likely to occur, the parties shall either procure for the other party the right to continue using the materials and, or work product, or replace or modify the materials and, or work product. If an option satisfactory to Client or ArcaSearch is not reasonably available, upon the written request of the other party and at the other parties expense, the party shall return any materials and, or work product owned and provided. This remedy shall be in addition to and not exclusive of other available remedies.

### **Indemnification**

ArcaSearch agrees to indemnify and hold Client harmless from all claims, losses, expenses, fees, including attorney fees, costs and judgments that may be asserted against Client that result from the acts or omissions of ArcaSearch, including its owners, partners, employees, officers, agents, subcontractors, volunteers, and assignees. This clause shall survive termination of the Agreement.



### **Insurance**

ArcaSearch further agrees that in order to protect itself as well as Client under the indemnity provisions set forth above, ArcaSearch will at all times, during the term of this contract, keep in force:

- (a) Commercial General Liability/Professional Liability: \$500,000 per individual; \$1,500,000 per incident;

ArcaSearch shall include Client on such insurance policies as an additional insured. Prior to the effective date of this Agreement, and as a condition precedent, ArcaSearch if requested, will furnish Client with a certificate of insurance and will supplement that certificate of insurance when there are changes to ArcaSearch's insurance during the term of this Agreement. The insurance policies obtained and maintained under this provision of the Agreement, shall include requirements that the policy shall not be cancelled, materially changed, or not renewed without thirty (30) days prior notice to Client.

### **Inspection and Maintenance of Records**

Subject to the requirements of Minnesota Statutes Section 16C.05, Subd. 5, ArcaSearch agrees that Client, any State or Legislative Auditor (if applicable) or any of their authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of ArcaSearch and involve transactions relating to this Agreement.

### **Confidentiality**

Subject to provisions of the Freedom of Information Act (5 U.S.C. § 552) and any conforming statutes of the state in which this Proposal is executed, the parties and their attorneys shall keep the specific terms, conditions and covenants of this Proposal confidential except:

- i. Where mutually agreed to in writing by the parties;
- ii. Where necessary to share such information with the parties' accountants or attorneys;
- iii. Where disclosure to a government entity is required; or
- iv. Where disclosure is ordered by a court of competent jurisdiction.

The parties and their attorneys shall not communicate with anyone associated with any media or publication entities concerning the terms of this Proposal. This confidentiality provision is a material term of this document, and its violation shall constitute a breach of this Proposal.

### **No Assignment of Agreement**

The parties may not assign, sublet, or transfer any rights or interests under this Agreement without the written consent of Client. ArcaSearch shall be responsible for the performance of all its subcontractors.

**Injunctive and Other Relief**

The parties acknowledge and agree that unauthorized disclosure or use of Confidential information, including computer access and passwords; could cause irreparable harm and significant injury to the other party, which may be difficult to measure with certainty or to compensate through damages. Accordingly, the parties agree that the aggrieved party may seek and obtain against responsibility party and/or any other person or entity injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other equitable or legal remedies which may be available.

**Termination**

During the terms of this agreement, both ArcaSearch and Client will have the right to terminate this agreement for cause with 30 days written notice. Terms giving either party just cause to terminate are as follows: If one of the parties does not adhere to the responsibilities set forth in this agreement, and/or if payment(s) has not been made in accordance with terms of this agreement. Client will receive a prorated refund on the e-commerce fee if the agreement is terminated prior to yearly renewal.

**Complete Agreement**

The parties agree all prior conversations, agreements or representations related hereto are integrated herein, and no modification hereof shall be binding unless in writing and signed by both parties.

**Jurisdiction and Venue**

This Agreement shall be governed by and construed under the laws of the State of Minnesota and the client shall be the appropriate venue and jurisdiction for any litigation arising hereunder, except that venue and jurisdiction in the Federal Courts shall be in the appropriate Federal Court within the State of Minnesota. If any provision is held invalid, illegal, or unenforceable, the remaining provisions will not be affected.

**Relationship of the Parties**

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of joint ventures or copartners between the parties hereto or as constituting ArcaSearch as the agent, representative or employee of Client for any purpose or in any manner whatsoever.

**No Third-Party Beneficiaries**

ArcaSearch and Client intend that this Agreement will not benefit or create any right or cause of action in or on behalf of any person or entity other than the Parties.

**Authority to Bind**

The Parties represent that they have actual authority to enter into this Agreement to bind the respective entities or person with whom it is legally associated to the terms and conditions herein contained. Prior to entering this Agreement, the Parties have the right to seek advice from legal counsel. By entering into this Agreement, the Parties represent that they have either sought such legal advice or knowingly and voluntarily waived its right to obtain such advice prior to entering into this Agreement.

### ARCASearch PRICING

Invoices for E-commerce Annual Fee will be sent upon signing this contract. Pricing structure will follow the clients annual fee subscription dates and will be prorated accordingly. Every year following, the e-commerce fee will be included on the annual fee invoice.

Failure to pay an invoice within 60 days of invoice date may result in access termination of e-commerce. Client will be liable for any costs of collection, including attorney's fee, for Client's breach of the payment terms in this Agreement.

### E-COMMERCE FEES

- **One-time installation fee: \$2,495**
- **Annual fee: \$1,799**  
Includes:
  - Access to 711,771 Indexes/Records
  - 13 Product Categories

### CLIENT INFORMATION:

Client will be reimbursed by the 15th of the following month for the total monthly sales minus a convenience fee of 3% to cover fees incurred by ArcaSearch.

Client reimbursement checks will be mailed to the following:

Name: \_\_\_\_\_

Street Address or PO Box: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

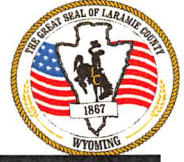
### ACCEPTED BY:

Client: \_\_\_\_\_ Date: \_\_\_\_\_  
*Client*

For ArcaSearch: \_\_\_\_\_ Date: \_\_\_\_\_  
*ArcaSearch*



## The Laramie County Historical Records Research Site



### ONLINE RECORD ACCESS APPLICATION REQUEST AND AGREEMENT FORM

#### Contact Information

Client Name (Last & First & Business) \_\_\_\_\_

Physical Address \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_ Email \_\_\_\_\_

#### ACCESS AGREEMENT – TERMS AND CONDITIONS

On the date listed below, the undersigned (Client) has entered into an agreement with Laramie County, WY, in order to access Laramie County Historical Indexes and Recorded documents.

#### NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The Clerk shall provide the Client access to the Laramie County Historical Research Site online to view and print documents recorded in the Laramie County Clerk's office for the term selected.
2. Client accepts and acknowledges that his/her access to ArcaSearch programs shall be for information purposes only and the Client shall not allow other entities, businesses, or private parties to access the Laramie County Research Site under their log-in privileges.
3. Client shall pay Laramie County for the use of the Laramie County Historical Records Research Site. The Client may cancel their subscription at any time; however, no refunds will be given.
4. Client will be issued username and password upon subscription for access to the program.
5. This agreement and the rights and obligations hereunder cannot be assigned to a third party.
6. This agreement shall be governed and interpreted pursuant to the laws of the state of Wyoming.
7. If the Client breaches any conditions of this agreement, the Clerk may immediately terminate access to the Laramie County Historical Research Site, and no refunds will be issued to Client.
8. Client agrees to indemnify and hold harmless Laramie County and its employees from any liability arising from this agreement.
9. Laramie County makes no warranty, express or implied, or for any particular purpose regarding the accuracy or completeness of any information accessed through Historical Record Research site.
10. The parties further agree that, in the event of litigation arising out of this agreement, the County shall be entitled to attorney's fees and costs.
11. In the event that any portion of this agreement is deemed invalid or void, the remaining portions shall remain in full force and effect.
12. Criminal use of the information will be prosecuted to the full extent of the law.

☐ I have Read and Agree to These TERMS AND CONDITIONS

\_\_\_\_\_, Dated \_\_\_\_\_, 202\_.

Signature of Client

[Click here to enter text.](#)