

ADDENDUM TO AGREEMENT
Between
Laramie County Government and LINX Multimedia, LLLP

THIS ADDENDUM is made and entered into by and between Laramie County, Wyoming, P. O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and LINX Multimedia, LLLP located at 9900 East 51st Avenue, Denver, CO 80238 (hereinafter, "CONTRACTOR").

I. PURPOSE

The purpose of this Addendum is to modify the Performance Assurance Solutions Terms and Conditions, for purposes of providing services, maintenance and technical support the IT Department, and attached hereto as "Attachment A" and fully incorporated into this Addendum by this reference. (hereinafter "Agreement").

II. TERM

This Addendum shall commence on the date last executed by the duly authorized representatives of the parties to this Agreement and shall remain in full force pursuant to the terms of the Agreement and this Addendum.

III. MODIFICATIONS

The following are modifications of the General Conditions:

- A. Subsection E is excluded and shall be of no force and effect.
- B. Subsection G is excluded and shall be of no force and effect, and shall be replaced with the following:

"The parties mutually understand and agree that this Agreement and Addendum shall be governed by and interpreted pursuant to the laws of the State of Wyoming. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement and Addendum."

RESPONSIBILITIES OF CONTRACTOR

CONTRACTOR shall provide and complete the services described in Attachment A.

IV. 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. Entire Agreement: The Agreement/Attachment A (4 pages) and this Addendum (4 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.

3. 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.

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

5. Termination: This 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 this 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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 insurance sufficient to cover its obligations under this provision, including all insurance required in the attached Exhibit 1: "Insurance Requirements," and shall file certificates of such insurance satisfactory to the County and approved by the County.

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

13. 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.

14. Limitation on Payment: Full payment for the contract is due upon contract execution. Should the COUNTY choose to cancel the contract at any time. LINX will refund 30% of the remaining value of the contract.

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

16. 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.

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

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Gunnar Malm, Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

CONTRACTOR: LINX MULTIMEDIA

By: Mary Mills Date 2/22/21
Authorized Signature

REVIEWED AND APPROVED AS TO FORM ONLY

By: [Signature] Date 3/24/2021
Laramie County Attorney's Office



PERFORMANCE ASSURANCE SOLUTIONS

Client: Laramie County I.T.
310 W 19th Street Suite 410
Cheyenne, WY 82001

Contact: Brad Alexander
Phone: 307.633.4340
Site/Room: Laramie County Commissioners Boardroom & Event Center

Contract Term: 12 months -

This Performance Assurance Solution (PAS) is written to allow LINX MULTIMEDIA, LLLP (LINX) to provide service, maintenance, and technical support to Laramie County I.T., hereafter referred to as "Client", for the above project facility under the following terms and conditions. The A/V system in the designated room(s) that has been designed and installed by LINX shall be covered and does not include owner-supplied equipment. Additional equipment for add-ons or changes in these rooms is not included. If new A/V equipment or system upgrades are purchased and installed from LINX, the new equipment may be rolled into coverage for the balance of the contract for an additional fee.

1.0 Definition of Services

The following provides the definition of services. The specific service level included in the scope of service section by service level.

- A. Phone Response: Phone support includes responding to the client's request to gather information regarding the service, support, or warranty request. If applicable, LINX shall also have a technical staff member attempt over the phone trouble shooting with the Client before dispatching a technician.
- B. Technician On-Site Response: The time from Linx phone response to when Linx will ensure a technician arrives on-site to assess a service, support, or warranty request.
- C. Preventative Maintenance: Perform on-site preventative maintenance visit of applicable equipment in the A/V system. LINX shall provide Client with proposed preventative maintenance schedule and checklist upon acceptance of PAS. This maintenance to applicable equipment shall include tasks such as:
 - Inspection of equipment, connections, operation, and functionality
 - Check audio system for proper tuning and balance
 - Check dial out and operation of CODEC
 - Check dial out and operation of Teleconference System
 - Perform applicable focus, convergence, alignments, and cleaning for projector(s)
 - Processing of applicable manufacturer warranty documentation
 - Refresh client on basic system operation
 - Perform firmware upgrade as needed and applicable for your system
 - Clean all equipment racks, touch panels and flat panel displays

- D. **Manufacturer Warranty Labor Support:** LINX labor to support the equipment warranty provided by a manufacturer. LINX labor may include tasks such as removing/reinstallation of equipment for a manufacturer or re-packaging equipment for sending a return to the manufacturer.
- E. **Service Labor Rates:** Client's rates for service labor for additional service work that is not warranty or otherwise covered by the selected PAS.
- F. **Programming Change:** Modification to the software program customized by LINX for control, audio, or video systems.
- G. **Training Session:** A LINX conducted training session for up to 2 hours on the LINX installed audio visual systems utilizing LINX and manufacturer created training materials.
- H. **Loaner Equipment:** Equipment LINX may provide for client use while a LINX installed solution is being service or repaired. Equipment may not be the exact make and model but LINX shall use commercially reasonable efforts to provide a functional solution.
- I. **Freight:** The charges for shipping material to and from a manufacturer for warranty repair.

2.0 Items and Services Not Included

- A. **Costs for system upgrades, add-ons, functionality, and operation modification to system.**
- B. **Any service for owner/client furnished equipment (OFE), client computers, or issues caused by client computers or OFE.**
- C. **Any work permits or additional documentation required for region where work is performed.**
- D. **This PAS does not extend or otherwise modify the manufacturer warranty.**
- J. **Parts for service, including lamps, batteries, cables, etc. are not included.**

3.0 Client Requirements

- A. **Client shall be responsible for providing LINX with a point of contact (POC) for applicable site communications.**
- B. **Ensure cooperation during phone support and testing to increase possibility of problem resolution via phone.**
- C. **Ensure room is available for LINX technician during scheduled maintenance or repair visits.**
- D. **Client shall hold all information, pricing, data, procedures, and specifications produced or provided by LINX as confidential and proprietary to LINX and shall not reveal such information to third parties without written permission from LINX.**

4.0 Scope of Services

The table below provides for the specific service level included for each level of Performance Assurance. Provide telephone support for system emergencies, failures, and questions by calling the LINX Service Solutions Center at 303-576-7222 or you may also start a service ticket by emailing service@teamlinx.com. Telephone support shall be during normal business days, 8:00am - 5:00pm, MT, Monday – Friday.

FEATURE	ADVANCED ASSURANCE
Phone Response	4 Business hours'
Technician On-Site Response	Next business day
Preventive Maintenance	2 per year
Support Service Labor	Included
Programming Change	Up to 6 hours
Training Session	Up to 2 hours
Loaner Equipment	Rental (if available)
Freight	Not included (billable)
Standard Service Hours	8:00am-5:00pm MST
After Hours Service	\$110/Hr. 4 hours minimum
Your Price of Assurance	1 Year \$7,000

5.0 General Conditions

- A. Performance Assurance Solutions are billed in full at the beginning of the term.
- B. Force Majeure: Neither Client nor LINX shall be held liable for damages caused by delay or failure to perform hereunder, when such delay or failure is due to flood, fire, storm, earthquake, or other acts of God, strikes, war, civil unrest, acts of public authorities, or delay or default of public carriers.
- C. This contract will become void without refund if any service or installation work is performed in this system either by client, client's representatives, or other contractor(s) than LINX without written permission from LINX.
- D. This agreement shall not be assigned by either party without the written agreement of the other party.
- E. Client shall hold LINX harmless and LINX shall not be liable for any incidental, special, consequential damages of any nature arising out of services and information provided by LINX based upon documented manufacturers or contractor(s) specifications.
- F. This agreement contains the entire understanding of LINX and Client. Any alleged oral representation or modifications concerning this agreement shall be of no force or effect unless contained in a subsequent written modification signed by both LINX and Client.
- G. This agreement shall be governed by the laws of the state of Colorado.

6.0 Selected Plan and Pricing

Client has chosen the following plan:

Basic Assurance _____ Advance Assurance X _____ Complete Assurance _____

Client Price: 7,000 _____

ACCEPTANCE:

THE PERFORMANCE ASSURANCE PLAN AND THE TERMS AND CONDITIONS HEREIN ARE AGREED TO AND ACCEPTED.


Client

Signature

Print name and title

Date

LINX Multimedia



Signature

Mary Willis, Contracts Manager

Print name and title

2/22/21

Date

LINX Multimedia
9900 East 51st Avenue
Denver, CO 80238
(303)574-1552