

## **Laramie County/ AARMS/National Institute for Jail Operations**

THIS ADDENDUM is made and entered into by and between Laramie County, Wyoming, P. O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and AARMS/National Institute for Jail Operations, P.O. Box 1115, Midway, UT 84049 ("SELLER").

### **I. PURPOSE**

The purpose of this Addendum is to modify the "TERMS AND CONDITIONS," attached hereto as Attachment 'A' and fully incorporated herein. (hereinafter "Agreement").

### **II. MODIFICATIONS**

1. The following modifications are made to Paragraph 5. Payment: Unless otherwise agreed in writing between AARMS and Organization, terms of payment for services rendered by AARMS are net fifteen (15 60) days from date of invoice. AARMS may require a completed credit application at its option. Seller shall not be required to make any shipment or render any services unless payment is made consistent with any terms AARMS has required for this order or any other orders from Organization. Unless otherwise agreed to by AARMS, all payments hereunder shall be in U.S. dollars. Any amounts owing hereunder and not paid when due shall bear interest at a rate of 1 ½% per month, which is an annual percentage rate of 18% per annum, applied to the adjusted previous balance from and after the due date thereof. Failure to pay any amount owing in full on the terms specified herein shall void all discounts given. ~~Organization shall pay all of AARMS's costs and expenses (including attorneys' fees, court costs and other collections costs) incurred to collect any amounts owing Seller.~~ Seller reserves the right to apply interest charges retroactively, whether or not they are shown on individual statements or invoices.

2. Paragraph 6. Taxes, is stricken out entirely: ~~Organization shall be responsible for all taxes, duties or fees levied by any government authority as a result of the Products or Services hereunder, excluding AARMS's income taxes.~~

3. The following modifications are made to Paragraph 10. Termination and Term: Prior to the conclusion of the one (1) year, either party may terminate the agreement by providing the other party thirty (30) day written notice. ~~If termination has been requested by the Organization, it is agreed the Organization will pay in full the total cost of implementation as agreed this contract, if this amount has not already been paid in full.~~ Organization agrees that any termination of access to the Service under any provision of this agreement may be effected sixty (60) days after receipt of written notice, and acknowledge and agree that AARMS may immediately deactivate or delete their accounts and/or bar any further access to such files or the Service. It is agreed AARMS will maintain and manage administrative access rights once notice is served for termination by either party. Upon a scheduled termination of this contract, Organization's data within the system is provided to Organization via the system's standard reports in csv format. Users can extract core audit information using the standard reports at any time. If requested, custom data extraction is provided at a labor rate of \$125 per hour plus media and or line charges for data transfer as requested by individual counties. If AARMS terminates the contract, custom data extraction will be provided at a labor rate of \$85 per hour for up to 120 days of the termination notice date.

4. Paragraph 14. Indemnification, is stricken out entirely: ~~Organization agrees to defend, indemnify and hold AARMS harmless from and against all damages, costs and expenses, including attorney's fees, from all litigation and claims, including, but not limited to, copyright and patent infringement, violation of third party's rights, trespass, product liability, property damage claims or claims for bodily injury or death, related to or arising from the Equipment or AARMS's performance of the Services. It is agreed that AARMS, at its option, may be represented by counsel of its own choice in any such proceeding and that Organization shall be promptly notified of any such claims.~~

5. The following modifications are made to Paragraph 16. Miscellaneous: ~~This Agreement and any dispute arising hereunder shall be construed in accordance with the laws of the State of Utah without regard to principles of conflict of laws. For the purpose of this Agreement, both parties consent to the personal jurisdiction of the state and federal courts located in the State of Utah. If any provision of Terms and Conditions is prohibited by law or held to be unenforceable, the remaining provisions hereof shall not be affected, and these Terms and Conditions shall continue in full force and effect as if such unenforceable provision had never constituted a part hereof, and the unenforceable provision shall be automatically amended to so as to best accomplish the objectives of such unenforceable provision within the limits of applicable law. Any waiver of a provision of these Terms and Conditions must be in writing and signed by the party to be charged. A valid waiver hereunder shall not be interpreted to be a waiver of that obligation in the future or any other obligation under these Terms and Conditions. These Terms and Conditions constitute the entire agreement between the parties related to the subject matter thereof, supersedes any prior or contemporaneous agreement between the parties relating to the performance of work under a Work Order.~~

### **III. ADDITIONAL PROVISIONS**

1. 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.

2. 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.

3. Indemnification: Each party shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other to the extent of the other party's neglect, acts or omissions.

4. 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.

LARAMIE COUNTY, WYOMING

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

Date \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Laramie County Clerk

Date \_\_\_\_\_

NIJO/AARMS Representative

By: W. W. Cl \_\_\_\_\_  
Authorized Signature

Date 5/20/2021

REVIEWED AND APPROVED AS TO FORM ONLY

By: [Signature] \_\_\_\_\_  
Laramie County Attorney's Office

Date 5/25/2021

## TERMS AND CONDITIONS

The terms and conditions set forth, unless modified in writing by Accreditation, Audit & Risk Management Security LLC, providing the web-based technical services on behalf of the National Institute for Jail Operations, or its affiliates or parents ("AARMS" and/or "Seller"), shall govern all transactions between AARMS and Laramie County Sheriff's Office identified below as "Organization", notwithstanding any conflicting term or condition of Organization's purchase, acknowledgement or any other document or communication to the contrary.

1. **Term.** These Terms and Conditions between the parties of this agreement is one (1) year, beginning April 15, 2021. At the expiration of one (1) year, Organization may renew services at a rate to be negotiated between Seller and Organization.

2. **Services.** AARMS currently provides users with access to a variety of online resources, including various hosted communications tools, auditing systems, productivity and corrective action tracking software, personalized content and branded programming through its network of properties (the "Service"). AARMS shall render Services to Organization as set forth in Work Orders or such other documents outlining the scope of services to be provided. All Work Orders or purchase orders submitted are subject to acceptance by AARMS in its sole discretion. All Work Order or purchase orders submitted are not accepted until AARMS confirms such acceptance in writing. Nothing contained in any Work Order or purchase order or other correspondence shall in any way modify these terms and conditions or add any additional terms or conditions, all of which are hereby expressly objected to and rejected by Seller. Organization agrees not to reproduce, duplicate, copy, sell, resell or exploit for any commercial gain, any portion of the Service and its contents, use of the Service, or access to the Service and its contents other than utilizing the data provided by the Service. (See Agreed Services To Organization)

3. **Links.** The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because AARMS has no control over such sites and resources, Organization acknowledges and agrees that AARMS is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. Organization further acknowledges and agrees that AARMS shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

4. **Organization Cooperation.** Organization shall cooperate and make its facilities, information, data and equipment available to AARMS in a timely manner for completion of Services. If Organization requires any security or authorization procedures for AARMS employees or contractors to access its facilities, systems and/or equipment, then Organization shall perform such procedures and provide necessary passes or otherwise for AARMS access. Organization is solely responsible for securing its property, systems, equipment, facilities, personnel and guests.

5. **Payment.** Unless otherwise agreed in writing between AARMS and Organization, terms of payment for services rendered by AARMS are net fifteen (15) days from date of invoice. AARMS may require a completed credit application at its option. Seller shall not be required to make any shipment or render any services unless payment is made consistent with any terms AARMS has required for this order or any other orders from Organization. Unless otherwise agreed to by AARMS, all payments hereunder shall be in U.S. dollars. Any amounts owing hereunder and not paid when due shall bear interest at a rate of 1 ½% per month, which is an annual percentage rate of 18% per annum, applied to the adjusted previous balance from and after the due date thereof. Failure to pay any amount owing in full on the terms specified herein shall void all discounts given. Organization shall pay all of AARMS's costs and expenses (including attorneys' fees, court costs and other collections costs) incurred to collect any amounts owing Seller. Seller reserves the right to apply interest charges retroactively, whether or not they are shown on individual statements or invoices.

6. **Taxes.** Organization shall be responsible for all taxes, duties or fees levied by any government authority as a result of the Products or Services hereunder, excluding AARMS's income taxes.

7. **Relationship.** AARMS's relationship with Organization shall be that of an independent contractor and nothing in these Terms and Conditions can or should be construed to create a partnership, joint venture, agency or employer-employee relationship.

**8. Confidentiality.** Neither party shall disclose or use for any purpose except as outlined hereunder including without limitation (i) the financial terms between the parties; (ii) the technology, ideas, formulae, know how, documentation, procedures, algorithms and trade secrets embodied in the Services, technical documentation, solution methodology (e.g. forecasting and optimization techniques), user manuals and other deliverables, (iii) Organization business or marketing data; and/or (iv) any other information, whether in written or magnetic media, that is identified as confidential; except such information that (a) is known to either party prior to its first receipt of such information, (b) is generally known to the public prior to its receipt by Organization, (c) becomes available to the public other than as a result of a disclosure by either party; (d) is required to be disclosed pursuant to an applicable law or by order of any court or governmental agency; or (e) is independently developed by either party without reference to confidential information.

**9. Intellectual Property.** AARMS and its licensors retain and reserve exclusive ownership of all worldwide copyrights, trade marks, service marks, trade secrets, patent rights, moral rights, property rights and all other industrial rights in the Services, including any derivative works, modifications, customizations, updates, or enhancements and AARMS grants Organization a limited non-exclusive license to use such rights for the purposes hereunder.

**10. Termination and Term.** Prior to the conclusion of the one (1) year, either party may terminate the agreement by providing the other party thirty (30) day written notice. If termination has been requested by the Organization, it is agreed the Organization will pay in full the total cost of implementation as agreed this contract, if this amount has not already been paid in full. Organization agrees that any termination of access to the Service under any provision of this agreement may be effected sixty (60) days after receipt of written notice, and acknowledge and agree that AARMS may immediately deactivate or delete their accounts and/or bar any further access to such files or the Service. It is agreed AARMS will maintain and manage administrative access rights once notice is served for termination by either party. Upon a scheduled termination of this contract, Organization's data within the system is provided to Organization via the system's standard reports in csv format. Users can extract core audit information using the standard reports at any time. If requested, custom data extraction is provided at a labor rate of \$125 per hour plus media and or line charges for data transfer as requested by individual counties. If AARMS terminates the contract, custom data extraction will be provided at a labor rate of \$85 per hour for up to 120 days of the termination notice date.

**11. Force Majeure.** Either party shall be excused from performing hereunder to the extent that it is prevented from performing as a result of any act or event which occurs and is beyond its reasonable control, including, without limitation, acts of God, war, weather, utility, network, or telecommunications outages, unrest or riot, strikes any action of a governmental entity; terrorist events, etc. provided that the party experiencing the force majeure provides the other with prompt written notice thereof and uses reasonable efforts to remedy effects of such matter.

**12. Services Warranty.** AARMS shall perform Services at or above industry standards and Services shall substantially conform to such standards. AARMS's SERVICES AND EQUIPMENT ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER. ORGANIZATION RECOGNIZES THAT THE AS IS CLAUSE OF THIS AGREEMENT IS AN IMPORTANT PART OF THE BASIS OF THIS AGREEMENT, WITHOUT WHICH AARMS WOULD NOT HAVE AGREED TO ENTER THIS AGREEMENT. AARMS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT, WITH REGARD TO THE SERVICES AND EQUIPMENT. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT REGARDING THE SERVICES OR EQUIPMENT SHALL BE DEEMED A WARRANTY FOR ANY PURPOSE OR GIVE RISE TO ANY LIABILITY OF AARMS WHATSOEVER. ORGANIZATION ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTY IN THIS AGREEMENT.

**13. LIMITATION OF LIABILITY.** AARMS SHALL NOT BE LIABLE TO ORGANIZATION OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, UNDER ANY CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, REVENUE OR SAVINGS, LOSS OF GOODWILL, OR THE LOSS OF USE OF ANY DATA, EVEN IF AARMS HAD BEEN ADVISED OF, KNEW, OR SHOULD HAVE KNOWN, OF THE POSSIBILITY THEREOF. UNDER NO CIRCUMSTANCES SHALL AARMS'S AGGREGATE CUMULATIVE LIABILITY HEREUNDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID TO AARMS

**Laramie County Sheriff's Office**

NIJO/AARMS Wyoming Legal-Based Guidelines™ – Agency Contract

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UNDER THIS AGREEMENT. ORGANIZATION ACKNOWLEDGES THAT THE FEES PAID BY IT REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT AARMS WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

**14. Indemnification.** Organization agrees to defend, indemnify and hold AARMS harmless from and against all damages, costs and expenses, including attorney's fees, from all litigation and claims, including, but not limited to, copyright and patent infringement, violation of third party's rights, trespass, product liability, property damage claims or claims for bodily injury or death, related to or arising from the Equipment or AARMS's performance of the Services. It is agreed that AARMS, at its option, may be represented by counsel of its own choice in any such proceeding and that Organization shall be promptly notified of any such claims.

**15. Non-Solicitation.** Each of the parties hereto agrees that, while AARMS's Services are being performed, and for a period of one hundred eighty (180) days following the termination of this Agreement, neither party will, except with the other party's prior written approval, solicit or offer employment to the other party's employees.

**16. Miscellaneous.** This Agreement and any dispute arising hereunder shall be construed in accordance with the laws of the State of Utah without regard to principles of conflict of laws. For the purpose of this Agreement, both parties consent to the personal jurisdiction of the state and federal courts located in the State of Utah. If any provision of Terms and Conditions is prohibited by law or held to be unenforceable, the remaining provisions hereof shall not be affected, and these Terms and Conditions shall continue in full force and effect as if such unenforceable provision had never constituted a part hereof, and the unenforceable provision shall be automatically amended to so as to best accomplish the objectives of such unenforceable provision within the limits of applicable law. Any waiver of a provision of these Terms and Conditions must be in writing and signed by the party to be charged. A valid waiver hereunder shall not be interpreted to be a waiver of that obligation in the future or any other obligation under these Terms and Conditions. These Terms and Conditions constitute the entire agreement between the parties related to the subject matter thereof, supersedes any prior or contemporaneous agreement between the parties relating to the performance of work under a Work Order.

**ACKNOWLEDGED AND AGREED BY ORGANIZATION**

**Laramie County Sheriff's Office Representative**

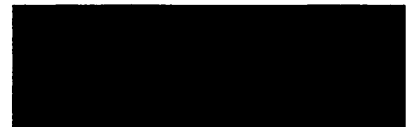
Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

**NIJO/AARMS Representative**

N. Warren Clark, Deputy Executive Director

Date: \_\_\_\_\_ Signature: \_\_\_\_\_



## (A) Agreed Services to Organization

### JAIL AUDIT & RISK MANAGEMENT SYSTEM

The Jail Audit Management Solution is a web based audit system allowing detention institutions to conduct thorough internal inspections according to their own established guidelines (whether using the NIJO Legal-Based Jail Guidelines™ or as otherwise provided by the agency) with the ability to manage, track, monitor and follow up on compliance. Through its use, detention administrators can defend their facilities against lawsuits more successfully than any other resource previously available and save hundreds of thousands of dollars in legal fees and labor. Additionally, the system may be used with other internal audits and inspections to increase productivity and enhance administrative insight to the well-being of individual departments as a whole. Using this technology gives the Laramie County Sheriff's Office a substantial edge in successfully defending itself against prisoner litigation.

Participating counties will receive the following cost-saving benefits of the system:

- Discounted implementation and monthly rates
- Accelerated Implementation (3-5 weeks)
- Includes most current NIJO Legal-Based Jail Guidelines™ and updates to the guidelines as determined by NIJO and other organizations providing information regarding federal laws, 10th Circuit rulings and Wyoming state statutes.
- Accommodates and reflects all current and future NIJO / AARMS system updates.

This system accomplishes the following goals:

- **Centralized Auditing System.** Remotely hosted system allowing individual county internal inspections and external County Sheriffs' Office audits. Access to the system is controlled with the proper user name and current password. Individual Wyoming jails will be grouped together under one statewide instance for trend analysis and facilitation for a future inspection and/or accreditation program thru NIJO or on a state level if requested.
- **Unlimited County Sheriffs' Office Users.** Unlimited users may log onto the system to monitor or document progress toward compliance of standards.
- **Packaged Legal-Based Jail Guidelines™.** Established copyrighted modified standards for Wyoming have been maintained and updated within an online system. The guidelines have been modified specifically to the 10th Circuit Court of Appeals and as many Wyoming statutes as made available. They are continually updated annually or more regularly, depending on the nature and impact of the case law. Each guideline includes information which is important for the individual users (e.g., sheriffs, administrators, supervisors, detention officers) to fully understand the guideline's purpose and intended function. The system provides the text for each guideline against which individual jails will be evaluated, as well as a supporting rationale statement, compliance discussion, and any needed annotations to further explain the text of each individual guideline. AARMS will update these guidelines as case law dictates and as advised by NIJO and other recognized organizations to assist in keeping the participating counties in Wyoming up to date and current.
- **Efficient Data Collection During Inspections.** Collecting standardized data through the use of compatible tablet PC or computer connected to the Internet are immediately stored real-time in the online database.
- **Facilitate the Process of Non-Compliance.** The audit system provides the ability to track and enforce

resolution of each of the problems identified by the audit/self-assessment. For each issue requiring resolution, the audit program should:

- List the specific guidelines that are not compliant
- Identify the person to whom responsibility for achieving compliance has been assigned
- Set the date by which compliance must be achieved
- For more complex or long-term compliance problems, set incremental dates at which compliance goals and progress should be reviewed
- Documentation of final achievement of compliance.

• **Data Reports for Managers.** Real-time reporting is built into the system, allowing the sheriffs and designated officers within the County Sheriffs' Office to immediately establish benchmarks, uncover trends, and identify program strength and weaknesses immediately after the audit is entered into the system. The system provides trend analysis tools, charts and reports to assist the organization as a whole to proactively address issues of non-compliance to better focus on training needs and state-wide policy and procedure reform where applicable.

### **COST OF SERVICES**

Pricing is broken up into two payments: initial implementation and a monthly service fee. AARMS, an independent organization in partnership with NIJO, exclusively provides the software, implementation and ongoing support for the above services. The initial implementation includes user access to the Wyoming Legal-Based Jail Guidelines™, all hardware, set up of IT infrastructure, and training time. The monthly service fee includes all remote hosting, storage and backup of the database, maintenance of the IT infrastructure, complimentary system updates throughout the term of the contract, and user service support. It also includes guideline updates as they pertain to case law. Because there are fixed costs associated with maintaining the program, they offer volume discounts on the monthly service fees as more counties participate.

Often, risk management pools are highly motivated to financially support and implement the guidelines and program because of the success record maintained by participating counties. In some states, the risk management pool has assumed 100% of the cost. Additionally, many states/counties use commissary and training funds to financially support the program when applicable.

This pricing below is specific to Wyoming given current conditions.

### **Wyoming Legal-Based Jail Guidelines™**

Pricing for Organization (proposal valid for 30 days)

#### **Installation**

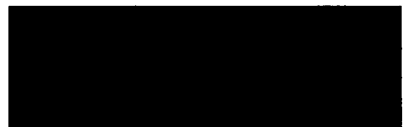
AARMS provides all installation upon receiving Wyoming Legal-Based Jail Guidelines™ from the National Institute for Jail Operations.

County or otherwise to maintain Wyoming case law; NIJO maintains federal and 10th Circuit changes.

Estimated Start Date: 15 March, 2021

#### **Initial Training**

Two days training included, minus travel expenses (1 person). If preferred, webcast trainings can be arranged at no cost to the County.





### **IT Costs**

With internet connectivity and updated browsers, no additional software or hardware is needed for implementation and general use. No system or hardware upgrades are required for a period of 4 years.

### **Implementation Rate**

Implementation \$ 4,180

This is a one-time fee and includes all setup for users and for Organization.

### **Monthly Rate**

(based on ADP for 2020)

Based on Laramie County Sheriff's Office's Reported Facility Size of: 325

36-75 beds ..... \$390

The above rate will be billed annually beginning the first month following training and implementation (estimated start date) and annually on each anniversary.

### **Customer Support**

Mon-Fri, 8am-5pm MST, excluding holidays

AARMS reserves the right to increase the agreed monthly service fee no more than 5% after 36 months from execution of the contract to offset any unexpected inflated hard costs of maintaining the system. Any additional consulting charges will be billed monthly at the hourly rate of \$125 per hour. Any failure to make the required monthly payments may result in AARMS terminating service without any additional notice.

Travel expenses outside a 100 mile radius from AARMS company offices when travel is requested by Organization will be submitted by AARMS, including:

- Rail, taxi, bus, air and rental vehicles
- Accommodations
- All meals
- Telephone, fax charges
- Postage and shipping / courier services
- In-house printing and reproduction
- Other project expenses: photocopying, laser printing and so forth

If travel is requested by County, AARMS will follow the Laramie County Sheriff's Office travel expense policies as closely as possible.