

**LARAMIE COUNTY CLERK  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM PROCESSING FORM**

**1. DATE OF PROPOSED ACTION:** Sept. 5, 2017

<b>2. AGENDA ITEM:</b> <input type="checkbox"/> Appointments <input type="checkbox"/> Bids/Purchases <input type="checkbox"/> Claims <input checked="" type="checkbox"/> Contracts/agreements/leases <input type="checkbox"/> Grants <input type="checkbox"/> Land Use: Variances/Board App/Plats <input type="checkbox"/> Proclamations <input type="checkbox"/> Public Hearings/Rules & Reg's <input type="checkbox"/> Reports & Public Petitions <input type="checkbox"/> Resolutions <input type="checkbox"/> Other
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**3. DEPARTMENT:** Laramie County IT

**APPLICANT:** Granicus                      **AGENT:** Rick Fortney

**4. DESCRIPTION:** Consideration of an extension to the service agreement between Granicus, Inc. and Laramie County dated December 12, 2013 and to add the Granicus Legistar Solution as detailed in Exhibit A.

Amount \$19,300 upfront-\$1,500/mo.                      From                      To 6/12/2020

**5. DOCUMENTATION:**    2 Originals

RECEIVED AND APPROVED AS  
TO FORM ONLY BY THE  
DEPUTY LARAMIE COUNTY  
ATTORNEY 

<u>Commissioner</u>	<u>Clerks Use Only:</u>	<u>Signatures</u>
Ash _____		Co Attny _____
Heath _____		Assist Co Attny _____
Holmes _____		Grants Manager _____
Kailey _____		Outside Agency _____
Thompson _____		
Action _____		
Postponed/Tabled _____		

**ADDENDUM TO SERVICE AGREEMENT**  
**between**  
**Laramie County and Granicus, Inc.**

THIS ADDENDUM is made and entered into by and between Laramie County, 309 West 20<sup>th</sup> Street , P.O. Box 608, Cheyenne Wyoming, 82003-0608 (hereinafter referred to as "COUNTY") and Granicus, Inc. ("Granicus"), a California Corporation (hereinafter referred to as "CONTRACTOR"). The parties agree as follows:

**I. PURPOSE**

The purpose of this Addendum is to modify the Service Agreement attached hereto as Attachment A.

**II. TERM**

This Agreement shall commence on the date the last signature is affixed to the Agreement, and shall remain in full force until June 12, 2020 in accordance with the terms and conditions of this Addendum, 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**

CONTRACTOR shall bill COUNTY by detailed invoice submitted to the Laramie County Clerk, Finance Office. Payments shall be in accordance with WYO. STAT. § 16-6-602, as amended. No payment shall be made before the last signature is affixed to this Agreement.

**IV. MODIFICATIONS**

A. On page 1, in the first paragraph of the Agreement, the following underlined language shall be deleted: dated as of June, 2017 (the "Effective Date"),

B. On page 2, the following language is added at the end of ¶ 2.4: "Laramie County reserves the right to allow Laramie County Government Departments the use of the video recording system to record meetings with the understanding that additional costs may be incurred to publish the video."

C. On page 2, the following language is amended as indicated in the first sentence of ¶ 3.2: Fifty percent (50%) of all up-front fees are due upon Laramie County's receipt of equipment. ~~Granicus' receipt of a purchase order.~~

D. On page 2, the following language is amended as indicated in ¶ 3.3:

Name: Rick Fortney  
Title: Laramie County IT Director

Address: 310 W. 19<sup>th</sup> St., Suite 410, Cheyenne, WY 82001

E. On page 4, ¶ 7.1 to 7.3 are amended to the extent that they conflict with ¶ III.B. of this Addendum below.

F. On page 5, the following underlined language is added to the end of ¶ 8.2(b):

(b) Client shall immediately return the Granicus Software and all copies thereof to Granicus, and within thirty (30) days of termination, Client shall deliver a written certification to Granicus certifying that it no longer has custody of any copies of the Granicus Software. If software exists on Laramie County backup media, it will remain until such time as the media is destroyed per Laramie County's Backup Policy.

G. On page 6, the following language is amended as indicated in ¶ 10.2: "The laws of the State of Wyoming ~~California~~ shall govern the validity, construction, and performance of this Agreement, without regard to its conflict of law principles."

### III. ADDITIONAL PROVISIONS

A. Entire Agreement: This Addendum (3 pages), and Attachment A (7 pages in addition to Exhibits A through F), represent the entire and integrated agreement and understanding between the parties and supersede all prior negotiations, statements, representations and agreements, whether written or oral.

B. Confidentiality: CONTRACTOR recognizes the duties and obligations of COUNTY may be limited and controlled by the operation of State or Federal law regarding the expenditure of public funds, and the disclosure of publicly held records. CONTRACTOR agrees that COUNTY shall not be held in breach or default of this Addendum in the event information related to this Addendum and its subject matter is released in accord with and pursuant to any applicable law or regulation, including, but not limited to, the Wyoming Public Records Act, Wyo. Stat. § 16-4-201 et seq., as amended. CONTRACTOR further agrees that it bears the sole responsibility for demonstrating in any court or other forum that any information it designates as proprietary or confidential is in fact confidential, and not subject to disclosure.

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

D. Contingencies: CONTRACTOR certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with the Agreement and this Addendum, nor were gratuities, kick-backs or contingency fees made contingent upon the award of the Agreement and this Addendum.

E. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including Wyo. Stat. " 1-39-101 through

121 (as amended), by entering into the Agreement and this 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.

F. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected and appointed officials and employees from any and all liability for personal injury, direct damages to tangible property, claims, penalties, actions, demands or expenses to the extent it is caused by the negligence of CONTRACTOR and 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 and provided that the County gives CONTRACTOR prompt, written notice of any such claim or suit. County shall cooperate with Motorola in its defense and settlement of such claim or suit. This section sets forth the full extent of CONTRACTOR's general indemnification of COUNTY from liabilities that are in any way related to CONTRACTOR'S performance under this Agreement.

G. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the Agreement and this Addendum described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from the Agreement and this Addendum, shall engage in any conduct or activity which would constitute a conflict of interest relative to the Agreement and this Addendum.

H. 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.

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

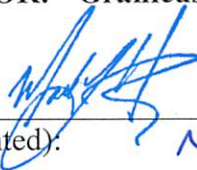
**LARAMIE COUNTY, WYOMING**

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

ATTEST:


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

**CONTRACTOR: Granicus, Inc.**

By:  \_\_\_\_\_ Date 8.25.17  
Name (printed): Mark Hynes  
Title: CEO

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

**REVIEWED AND APPROVED AS TO FORM ONLY**

By:  \_\_\_\_\_ Date 8/28/17  
Gladys Ayokosok  
Deputy Laramie County Attorney

**FIRST AMENDMENT TO THE GRANICUS SERVICE AGREEMENT BETWEEN GRANICUS,  
INC. AND LARAMIE COUNTY**

This First Amendment to the Granicus, Inc. Service Agreement dated June 20, 2017, is made and entered into by and between Granicus, Inc., a California Corporation (hereinafter referred to as "Granicus"), and Laramie County (hereinafter referred to as "Client"), with reference to the following:

WHEREAS, the Client and Granicus entered into an Agreement dated December 12, 2013 (the "Agreement"); and

WHEREAS, the parties desire to extend the term of the Agreement; and

WHEREAS, in addition to Client's existing solution, Client wishes to add the Granicus Legistar solution as detailed in the Proposal dated April 7, 2017, which is attached as Exhibit A and incorporated herein by reference;

NOW, THEREFORE, in consideration of the premises, the parties intend that the Agreement be amended as follows:

1. Compensation shall be amended to include an additional nineteen thousand three hundred dollars (\$19,300.00) upfront and one thousand five hundred dollars (\$1,500.00) per month as detailed in Exhibit A. As amended, Client's Granicus solution shall now include additions to the Agreement as detailed in Exhibit A.
2. The term of the Agreement shall continue in full force and effect until June 12, 2020. The Agreement shall automatically renew in perpetuity for terms of one (1) year each, unless either party notifies the other in writing at least thirty (30) days prior to such automatic renewal that the party does not wish to renew this Agreement.
3. The award of this Agreement and the continued operation of this Agreement are contingent upon appropriation by Laramie County of sufficient money to fund the Agreement. Should Laramie County fail to appropriate necessary funds thereof, Client shall no longer be under any obligation to tender performance, including payment, under the terms of this Agreement. In that event, Client may terminate this Agreement upon written notice to Granicus.
4. Except as amended by this First Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.
5. In the event of any inconsistency between the provisions of this First Amendment and the documents comprising the Agreement, the inconsistency shall be resolved by giving precedence to the documents in the following order:
  - A. Paragraphs set forth in the body of this First Amendment
  - B. Paragraphs set forth in the body of the Agreement

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized representatives,

**LARAMIE COUNTY**

**GRANICUS, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

  
Mark Hynes  
CEO

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

Date: 8.25.17



# GRANICUS

Laramie County, WY: LM  
1.30.17

**PRESENTED BY:** Erin English, Granicus

**PRESENTED TO:** Laramie

**DELIVERED ON:** April 07, 2017

**EXPIRES ON:** June 30, 2017



## Cover Letter

Dear Brad,

Thank you for being a valued Granicus customer. We appreciate the opportunity to support your project. During previous conversations, we discussed the County's need to implement a new agenda management system and process. We have listened and we fully understand your goals. We know that an automated agenda creation system in which items fall into their appropriate place on the agenda is crucial, as is automatic numbering of agenda items. Our Legislative Management Suite will fully meet the County's goals for this project.

For over 15 years, Granicus has worked with local, state, and federal government agencies, helping them build trust with their constituents, reduce staff time spent on processing meetings and agendas, and engage citizens in new ways.

In this proposal, you will find that with our experience and wide range of product and industry knowledge, we can meet all your legislative management needs. We hope that Laramie and Granicus will continue to strengthen our partnership for years to come.

Should you have any questions, please feel free to reach out to us.

Most Sincerely,

Erin English

Client Executive

415-967-5598

## Why Choose Granicus?

### Granicus Cloud

- Over 1,300 clients in all 50 states, at every level of government
- 30+ years of government-focused experience
- More than 1.9 million government records and media files managed
- Public information is accessible on traditional desktop and modern mobile devices
- More than 265,350 government meetings online
- More than 109 million webcasts viewed
- Indefinite retention schedules for all archived meeting and non-meeting content
- Truly unlimited storage and distribution for all meeting bodies and non-meeting content
- Open API architecture and SDK allow for seamless integrations with systems already in place
- Named a critical partner to online success by Center for Digital Government's 2015 Best of the Web winners
- Named to the 2015 GovTech100 by Government Technology and e.Republic Labs
- No. 16 on Emerging Local Government Leaders' Top 50 Local Government Companies in 2016

### Product Portfolio

- Provide a complete, end-to-end legislative management solution
- World's most experienced provider of government content management, transparency, and workflow automation
- The pioneer of a fully integrated legislative workflow management system for government
- First to market with an app specializing in electronic packets for elected officials and staff
- Government-specific website content management system as part of our product portfolio
- Offer a civic engagement solution to successfully enable two-way communication

### Our Support

- 98% customer satisfaction rating, 99% client retention rating
- Client success stories are available here: <https://granicus.com/success-stories/>

## Agenda Management

Legislative workflows often require a significant commitment from clerical staff. Drafting legislation, getting items approved, compiling information from various departments, and creating an agenda are integral parts of the pre-meeting process, yet can be very time-consuming. Then, there are live and post-meeting processes that staff must follow to ensure an accurate account of a meeting.

With so many moving parts, steps can be overlooked or items can be inadvertently dropped. Using a completely automated, round-trip legislative workflow solution can save staff countless hours while helping them maintain legislative accuracy.

Granicus' Agenda Management tools allow government staff to easily manage the entire legislative and agenda creation process from start to finish. From drafting files, through assignment to various departments, to final approval, these software tools are designed to reduce workloads and create a more efficient method for managing decisions.

- Eliminate manual workflows. Create and manage items for agendas in one system.
- Automate agenda item approvals with electronic approval processes.
- Simplify agenda creation—automatically compile files and supporting materials for upcoming meetings.
- Organize, store and retrieve electronic documents.
- Easily track legislation and generate historical reports for staff, citizens and council.

Our Agenda Management offerings – Legistar and Peak Agenda Management – help governments organize, store, and easily retrieve items for agenda creation all in one system. Legistar also maintains all legislative data and tracks each item's path through the entire process. Both systems allow staff to quickly and easily publish agenda and minutes documents to the Web, helping ensure records availability and promote government transparency.

## Customer Care Resources

Customer satisfaction is the backbone of our company and client success. Granicus goes above and beyond traditional support models by leveraging systems management technology to constantly monitor every component of your solution.

### Granicus Customer Care

#### Customer Care Team Headquarters:

707 17<sup>th</sup> Street, Suite 4000  
Denver, CO 80202

Our Customer Care Team anchored in our primary Denver location provides care across all time zones and cities.

#### Reach a Customer Care Engineer

Phone: (877)-889-5495, then press, "1."

Email: [customercare@granicus.com](mailto:customercare@granicus.com)

Web: <http://www.granicus.com/createacase/>

(For urgent matters, please call our customer care team to speak directly with a customer care engineer.)

### Customer Care Hours

Business hours are Monday through Friday from 5 a.m. until 5 p.m. Pacific US time. After-hours support is available for urgent issues Monday through Friday from 5 p.m. until 10 p.m. Pacific US time and on weekends and holidays.

Granicus' goal is to answer all calls directly but at a minimum to respond to voicemails within a time frame of 30 minutes after receiving them during business hours.

### Customer Care Resources

The Granicus Help Center provides online access to our Knowledge Base with index search capabilities and includes video tutorials, how-to and best practice guides, frequently asked questions, and detailed product guides. The Help Center is located at <https://help.granicus.com> and will be made available to staff and end-users.

The Help Center includes the following features:

- **Knowledge Base:** Search articles about Granicus products and services. Direct link: <http://help.granicus.com>.
- **Online Training:** Regular live and on-demand resources to learn more about your Granicus solutions. Direct Link:
  - <https://help.granicus.com/GranicusUniversity>

- **Customer Care Resource Center:** Find product-specific downloads, manuals, reference guides, and release notes to make your work easier. Direct link:
  - <https://help.granicus.com/Support>
- **Granicus Blog:** Provides a community for our clients to share ideas and get the latest tools, tips, and strategies to achieve success with Granicus. Direct link: <http://blog.granicus.com>.

### On-going Training

Granicus provides on-going Customer Care as we build a lasting relationship with your team. Through our Customer Service Portal, we provide many resources designed to help you become an expert Granicus user.

### Product Upgrades

As a true hosted service, all updates are done automatically with no local intervention or software needed. As a result, all users will always experience the most current version of the system without dependency on updates or manual effort. This eliminates any possibility of "out-of-date" software typically associated with local application installation.

Finally our 98.5% client retention rating attest to the strength of Granicus' reliability and customer care service.

### What is included in the annual maintenance contract?

The following services are included in the annual maintenance contract (monthly managed service fees):

- Unlimited free software upgrades
- Enterprise-wide licensing
- Dedicated account management team

### Maintenance and Upgrades

Annual maintenance and upgrades are included in your monthly managed service fees (see Pricing page). Below is an overview of software updates and patches:

#### Client on-premise software

All server maintenance such as OS patching is managed by the client at their discretion. However, if during a troubleshooting session Customer Care discovers x-num of critical updates available, it is Granicus' practice to apply them as part of the troubleshooting task. Granicus will maintain, support and update all Granicus-software installed on the server(s) in question.

## Hosting Infrastructure

Hosted infrastructure maintenance is done on the first Friday of every month starting at 9 PM PT (infrastructure maintenance includes security and other system patches as well as any hardware updates or migrations that require downtime)

Hosted software maintenance is typically done on the 3rd Friday of the month (this can change) starting at 9 PM PT and notification will be sent to customers 72 hours in advance to those that have subscribed to Granicus notifications.

Note: Emergency maintenance due to security vulnerability or critical software bug can be done outside of the normal schedule.

Clients are informed via email for all system upgrades and patches. Standard maintenance occurs on the 3rd Friday of every month.

## SECURITY OVERVIEW

### Data Center Security

Having a robust and secure data center implementation is a necessity, not an option. Granicus Data Centers are designed for reliability and redundancy. Our data centers are guided by a "defense-in-depth" security strategy to ensure reliable access of government data. With a 99.9% uptime, we are confident that customer data are always available.

### Data Center Requirements:

- Secure - SSAE-16 Accreditation
- Reliable Network
- Data Availability: 99.9% Uptime
- Redundant Backups

### Granicus Server Locations

#### United States

- Primary Data Center in Ashburn, VA
- Backup Data Center in San Francisco, CA

### Robust Security Layers

Granicus implements a series of protective layers so that no single solution is relied upon to provide security, including:

- Hosting facilities that meet or exceed Tier III standards that are engineered to ensure application and data availability and security

- Edge-to-edge security, visibility, and carrier-class threat management and remediation. We utilize industry-leading tools to compare real-time network traffic and flag any anomalies such as: Denial of Service (DoS) and Distributed Denial of Service (DDoS) attacks, worms or botnets.
- Network issues: traffic and routing instability, equipment failures, or misconfigurations
- Hardened, stateful inspection firewall technology
- An Intrusion Detection System (IDS) utilizing signature-, protocol-, and anomaly-based inspection methods
- 24x7x365 firewall, VPN, and IDS support and maintenance
- Security policies and procedures that are constantly maintained, tested, and updated

A Security Incident Response team/SSAE-16 accreditation ensures all customer data is secure from any tampering.

## Pricing Table

<b>SOFTWARE-AS-A-SERVICE</b>			
Name	Qty.	Unit (Monthly)	Total (Monthly)
<b>Legislative Management Suite</b> Complete end-to-end legislative automation solution	1 Suite	\$1,500.00	\$1,500.00
<b>Total Software Monthly Cost:</b>			<b>\$1,500.00</b>

Name	Qty.	Unit (Upfront)	Total (Upfront)
<b>TRAINING UPFRONT</b>			
<b>Legistar Admin Training</b>	0.5 Day(s)	\$1,700.00	\$850.00
<b>Onsite Training Day - (LM)</b>	3.0 Day(s)	\$1,700.00	\$5,100.00
<b>PROFESSIONAL SERVICES UPFRONT</b>			
<b>Legislative Management - Needs Analysis and Workflow Configuration Services</b>	3.0 Day(s)	\$1,900.00	\$5,700.00
<b>Deployment Services - (LM)</b>	4.5 Day(s)	\$1,700.00	\$7,650.00
<b>Total Upfront Cost:</b>			<b>\$19,300.00</b>

\*If your Granicus solution requires on-site training, additional costs and fees are associated with this training. You may be billed for travel expenses, including but not limited to, air travel and automobile rentals, as well as lodging expenses. You will receive an itemized invoice for all expenses related to on-site training within 30 days of the completion of the on-site visit. You will not be billed for expenses in excess of \$2,000 per on-site visit.

<b>PROPOSAL TOTAL COSTS</b>	
<b>Total Upgrade Upfront Cost:</b>	<b>\$19,300.00</b>
<b>Total Upgrade Monthly Cost:</b>	<b>\$1,500.00</b>
<b>Total Current Monthly Cost:</b>	<b>\$1,999.00</b>
<b>Discount for Discontinuation of CP Suite</b>	<b>(-\$1,200.00)</b>
<b>New Monthly Total Cost:</b>	<b>\$2,005.00</b>

\*\*All currency is in US dollars\*\*