

ADDENDUM TO CONTRACT FOR SERVICES
between
LARAMIE COUNTY and TERRA GIS

THIS ADDENDUM is made and entered into by and between Laramie County, P.O. Box 608, Cheyenne, Wyoming 82003, ("COUNTY") and Terra GIS, LTD., a corporation formed in the State of Washington, 2119 Boyer Avenue E, Seattle 98112-2114 ("TERRA") (COUNTY and TERRA collectively known as "Parties" herein.) The Parties agree as follows:

I. PURPOSE

The purpose of this Addendum is to modify the "CONTRACT FOR SERVICES" ("Agreement"), which is attached hereto and incorporated herein. The Agreement is for TERRA to maintain and manage GIS data for the COUNTY'S use in the web mapping system on the web mapping server. The Agreement consists of a "CONTRACT FOR SERVICES" (6 pages) and "Exhibit A" (Scope of Work -- 2 pages). For purposes of reference and interchangeability: COUNTY is referred to as "Client" in the Agreement and TERRA is referred to as "Consultant."

II. TERM

The term of this Addendum and the Agreement is from October 1, 2024, through September 30, 2025. This Addendum and Agreement 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 until the Agreement and Addendum are completely performed or terminated.

III. RESPONSIBILITIES OF COUNTY

COUNTY shall pay TERRA the sum of \$7,420.00 for the one-year term of service (from October 1, 2024, through September 30, 2025), as provided for in the Agreement. Payment for materials and services to be provided under the Agreement will be made upon receipt of the TERRA'S invoice to the COUNTY. No payment shall be made before the last signature is affixed to this Addendum. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

IV. RESPONSIBILITIES OF TERRA

TERRA shall provide and complete the services set forth in the attached Agreement, subject to the modifications and other terms provided in this Addendum.

V. MODIFICATIONS OF AGREEMENT

1. Section 1 ("Services to be Performed") of the CONTRACT FOR SERVICES and Section 4 ("Invoicing and Payments") of Exhibit A (Scope of Work) are hereby modified to include the following: "Additional charges shall not exceed the amounts agreed to in the 'Responsibilities of County' section of this Addendum without further approval of the Board of County Commissioners."

2. Section 3 ("Non-Disclosure of Confidential Information") of the CONTRACT FOR SERVICES is hereby modified to include the following: "Data obtained through this Agreement is subject to the Wyoming Public Records Act, Wyo. Stat. § 16-4-201 et. seq. The Parties agree that no shared information will be sold, given or loaned to any person or entity not a Party to this Agreement without the express written consent of the owner of the information and in accordance with these statutes."
3. Section 5 ("Term and Termination") of the CONTRACT FOR SERVICES is hereby **removed** because the matters discussed in that section are resolved in General Provisions of this Addendum in paragraph 5 and in the "Term" and "Responsibilities of County" sections of this Addendum.
4. Section 6.2 ("Governing Law/Venue") of the CONTRACT FOR SERVICES is hereby **removed** because the matters discussed in that section are resolved in General Provisions of this Addendum in paragraph 7.
5. Section 6.3 ("Entire Agreement/Amendment") of the CONTRACT FOR SERVICES is hereby **removed** because the matters discussed in that section are resolved in General Provisions of this Addendum in paragraphs 2 and 4.
6. Section 6.5 ("Indemnification") of the CONTRACT FOR SERVICES is hereby **removed** because the matters discussed in that section are resolved in General Provisions of this Addendum in paragraph 12.
7. Section 6.7 ("Notices") of the CONTRACT FOR SERVICES is hereby **removed** because the matters discussed in that section are resolved in General Provisions of this Addendum in paragraph 14.
8. Section 5 ("Costs for the First Term") of Exhibit A (Scope of Work) is hereby modified to **remove** any reference to payment for a prorated amount. COUNTY will pay for a full year of service, pursuant to the "Responsibilities of County" section of this Addendum.

All sections, paragraphs, or provisions "removed" under this Modifications section will have no force or effect on the Parties.

VI. GENERAL PROVISIONS

1. Independent Contractor: The services to be performed by TERRA are those of an independent contractor and not as an employee of the COUNTY. TERRA is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. TERRA 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. TERRA is free to perform the same or similar services for others.

2. Entire Agreement: The Agreement (8 pages) and this Addendum (6 pages) represents 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 the Agreement or 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: The Agreement and Addendum shall be modified only by a written agreement, duly executed by all parties hereto.

5. Termination: The 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; (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 the 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 the Agreement and Addendum are fully severable.

7. Applicable Law and Venue: The parties mutually understand and agree the 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 the 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 or the Federal District Court, District of Wyoming. This provision is not intended nor shall it be construed or interpreted to waive the COUNTY'S governmental immunity.

8. Governmental/Sovereign Immunity: The 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 the 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 the Agreement and Addendum. Nothing in section 7 of the CONTRACT FOR SERVICES nor any other provision of the Agreement shall limit the County's assertion of immunity.

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

10. 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.

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

12. Indemnification: Each party to this Addendum and Agreement shall assume the risk of any liability arising from its own actions or omissions or the actions or omissions of its employees and agents at all times. Neither party agrees to insure, defend, or indemnify the other.

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

14. Notices: All notices required and permitted under the 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 personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

15. Force Majeure: Neither party shall be liable to perform under the 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.

16. Limitation on Payment: COUNTY's payment obligations are conditioned upon the availability of funds which are appropriated or allocated for this obligation. If funds are not allocated and available for the continuance of the obligations, the Entire Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify TERRA 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 obligations due or for any damages as a result of termination under this provision.

17. 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.

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

19. Clarification Regarding Legal Entity Status and Personal Guarantee: For the purposes of this Addendum and Agreement, *Terra GIS, LTD.* is a legally registered S-corporation in the State of Washington (UBI: 602674760, Employer Identification Number: 20-8068340). The signatory below, Karsten Vennemann, is acting in his official capacity as President of Terra GIS, LTD. and does not assume any personal liability or individual guarantee, as Terra GIS, LTD. is a recognized and active corporate entity.

[Remainder of page intentionally left blank, signatures on following page]

1 ADDENDUM TO CONTRACT FOR SERVICES
between
LARAMIE COUNTY and TERRA GIS

SIGNATURE PAGE

LARAMIE COUNTY

By: _____ Date _____
Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Laramie County Clerk

TERRA GIS, LTD.

By: 

Date
July 7, 2025

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By: 
Laramie County Attorney's Office

Date 7/8/25

CONTRACT FOR SERVICES

This contract is entered into by and between Laramie County, Wyoming ("Client"), and Terra GIS, an S-Corporation formed in the state of Washington ("Consultant").

WHEREAS, Client desires to retain Consultant to render consulting and advisory services for Client on the terms and conditions set forth in this contract, and Consultant desires to be retained by Client on such terms and conditions,

NOW THEREFORE, in consideration of the premises, the respective covenants and commitments of Client and Consultant set forth in this contract, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Client and Consultant hereby agree as follows:

1. Services to be Performed

Client hereby retains Consultant for the Term of this contract (as defined below) to perform the consulting services described in the statement(s) of work to be executed during the Term and attached as Exhibit A to this contract. The statement(s) of work include the type of payment or Consultant's rate of payment for such work, the types of expenses incurred by Consultant to be reimbursed by Client in connection with such work (if any), the maximum funds Client shall provide under this contract, the specific facility or facilities of Client which will be made accessible to Consultant (if any), the time required to complete the work, and such other terms and conditions as shall be agreed upon by both parties in writing for the performance of services under this contract.

2. Intellectual Property

2.1 Copyrightable Material

All right, title, and interest in all copyrightable material which Consultant shall conceive or originate, either individually or jointly with others, and which arise out of the performance of this contract, will be the property of Client and are by this contract assigned to Client along with ownership of any and all copyrights in the copyrightable material. Consultant agrees to execute all papers and perform all other acts necessary to assist Client to obtain and register copyrights on such materials in any and all countries.

To the extent that any work produced under this contract does not qualify as a "work made for hire" under applicable law, Consultant hereby assigns all right, title, and interest in and to such work to Client.

2.2 No Additional Remuneration

The payments contemplated by Section 1 above shall encompass adequate consideration for the transfer of any rights under this Section, and no further payment shall be made to the Consultant.

3. Non-Disclosure of Confidential Information

Consultant acknowledges that under this contract, Consultant will receive confidential, non-public information about Client and/or Client's programs ("Confidential Information"). To protect Client's Confidential Information, Consultant agrees as follows:

3.1 Non-disclosure

Except as permitted in writing by Client, during the term of this contract or at any time thereafter, Consultant (and all individuals working for or on behalf of the Consultant) shall not divulge, furnish or make accessible to anyone or use in any way (other than in the ordinary course of providing services to Client) any confidential or secret knowledge or information of Client, which Consultant has acquired or become acquainted with prior to the termination of the period of his engagement by Client, whether developed by Consultant or by others. This includes but is not limited to any trade secrets, confidential or secret designs, processes, formulae, plans, devices, customer or supplier lists, or any other confidential aspects of the business of Client.

3.2 Exclusions

Confidential Information does not include any information, as evidenced by written records, (i) that has become part of the public domain by means other than breach of this contract; (ii) disclosed to Consultant by a third party with the legal right to make such a disclosure; or (iii) developed by Consultant independently. The foregoing non-disclosure commitment shall not restrict Consultant from making a disclosure of any Confidential Information to the extent that Consultant is required to do so by applicable law or a governmental agency having jurisdiction over Consultant, provided that Consultant shall notify Client in advance of any such disclosure, if feasible, to offer Client a reasonable opportunity to obtain a protective order or other assurance of confidential treatment.

3.3 Survival of Non-Disclosure Obligations

The confidentiality obligations set forth in this Section shall survive the termination or expiration of this contract.

4. Representations and Warranties

Consultant hereby represents and warrants to **Client** that:

- Consultant has disclosed to Client any and all other obligations, arrangements, agreements, or interests of Consultant that may constitute or give rise to a conflict of interest on the part of Consultant given the nature and terms of this contract;
- Consultant is not now, and will not be at any time during the term of this contract, under any obligation of a contractual or other nature to any person, firm, corporation, or other entity which is inconsistent or in conflict with this contract or which would prevent, limit, or impair the execution of this contract or the performance by Consultant of Consultant's obligations hereunder;
- Consultant will render services to Client hereunder in a lawful and professional manner in accordance with generally accepted standards for the nature of the work performed and will act in a manner reasonably calculated to protect the good name and reputation of Client;
- Consultant has or will obtain any necessary permits or licenses to perform the services contemplated hereunder;
- Consultant warrants that the work product or materials provided will not infringe or misappropriate any intellectual property rights of any third party;
- Consultant will comply with all applicable laws or regulations.

5. Term and Termination

The term of this contract is from October 1, 2024, through September 30, 2025, ("Term"). Either party may terminate this contract upon thirty days' written notice. Unless otherwise specified in the notice, such termination shall be effective upon the delivery of such notice. Client shall have the right to terminate this contract immediately and without notice upon Consultant's material breach of this contract. However, if such breach is capable of being cured, Client will provide Consultant with written notice of the breach and a 15-day period to cure the breach. Upon such termination, Consultant shall immediately cease to perform the work contemplated hereunder and notify Client of expenses incurred up to the termination date. Upon termination for any reason, Consultant shall be entitled to receive their consulting fee through the date of termination, but all other rights to receive consulting fees shall terminate on such date.

6. Miscellaneous

6.1 Assignment

Consultant may not assign this contract or any rights or obligations under this contract without the prior written consent of Client. Client may assign this contract to an affiliated entity or as part of a merger or acquisition.

6.2 Governing Law/Venue

This contract shall be construed and enforced in accordance with the laws of the State of Wyoming without regard to the State's conflicts laws. In the event that the parties are unable to reach an amicable resolution independently, the parties agree to submit the dispute to mediation before resorting to litigation. If mediation fails, the dispute shall be resolved by the courts located in the State of Wyoming.

6.3 Entire Agreement/Amendment

This contract and any exhibits hereto evidence the entire understanding and agreement of the parties relative to the consulting arrangement between Consultant and Client. This contract supersedes any and all other agreements and understandings, whether written or oral, relative to the matters discussed herein. This contract may only be amended by a written document signed by both Consultant and Client.

6.4 Injunctive Relief

Consultant acknowledges that Client would be irreparably harmed as a result of any breach by Consultant of the provisions of Sections 2 and 3 of this contract. Accordingly, in the event of any actual or threatened breach of such provisions, Client shall be entitled to temporary and/or permanent injunctive relief to enforce such provisions, without the necessity of proving actual damages or posting bond.

6.5 Indemnification

Consultant agrees to indemnify and hold Client harmless from all claims, losses, expenses, fees (including attorneys' fees), costs, and judgments arising from the acts or omissions of Consultant and/or any breach of this contract. Similarly, Client agrees to indemnify and hold Consultant harmless from any and all claims, losses, expenses, fees (including attorneys' fees), costs, judgments, or financial penalties arising out of lawsuits or claims brought by third parties against Consultant related to the use of the web mapping services, GIS layers, database content, or any other aspect of the services provided under this contract, except in cases of Consultant's gross negligence or willful misconduct.

Such right of indemnification shall remain in full force and effect after termination of this contract. Consultant further agrees that Consultant is fully responsible, at Consultant's own expense, to discharge all obligations imposed by federal, state, or other law, and shall hold Client harmless on account of Consultant's failure to do so. Consultant acknowledges that Consultant is solely responsible for filing all necessary federal, state, and local taxes, including timely payment of estimated income taxes and self-employment taxes, and Consultant shall fully indemnify Client for any failure to do so.

6.6 Severability

If any provision of this contract is found to be invalid or unenforceable, the remainder of this contract shall remain in full force and effect. The parties shall negotiate in good faith to modify

any invalid provision to reflect the original intent as closely as possible. If any provision cannot be modified, it shall be deemed deleted. In either case, the remaining provisions of this contract shall continue in full force and effect and shall not be affected or impaired in any way.

6.7 Notices

Notices required or permitted by any provision of this contract shall be in writing and may be sent via email to the designated email addresses of each party, provided that confirmation of receipt is obtained. Alternatively, notices may be deemed given when deposited in the certified United States mail, return receipt requested.

7. Limitation of Liability

a. Server Outages:

Consultant shall not be held liable for any server outages or interruptions of web-based services or mapping systems maintained under this contract. However, Consultant will make reasonable efforts to restore access and functionality to the affected systems within a reasonable time frame upon being notified of such outages.

b. Hacking Incidents, Data Loss, and Security Breaches:

Consultant shall not be liable for any hacking incidents, data loss, or security breaches affecting the servers or systems under Consultant's maintenance, unless such incidents are directly caused by Consultant's negligence or willful misconduct. Consultant will take reasonable measures to protect the systems, but the ultimate responsibility for security rests with the Client.

c. Content on MapServer and GIS Layers:

Consultant shall not be held liable for the accuracy, legality, reliability, or content of any GIS layers, database content, or other data hosted on the MapServer or related systems. The Client is solely responsible for verifying the accuracy and appropriateness of all data and content hosted on the mapping systems. Consultant shall not be liable for any errors, omissions, or inaccuracies in the content, nor for any damages or harm caused to third parties due to the use of the MapServer, GIS layers, data, or related services.

d. Third-Party Harm:

Consultant shall not be held liable for any claims or damages made by third parties arising from the use of the MapServer, GIS data, or related services. The Client assumes all responsibility for ensuring that the use of these systems does not infringe upon the rights of third parties or cause any harm.

e. Data Backups

Consultant will maintain adequate data backups and will assist in recovery efforts to the extent possible but shall not be liable for any loss or damage caused by data loss, breaches of security, service interruption, software or hardware failure, or any other issues that prevent the web map and database from properly functioning.

8. Standard of Care

Consultant agrees to perform its services under this contract using reasonable skill, care, and diligence in accordance with professional standards. However, Consultant does not warrant that the services provided under this contract will be error-free, immune from security vulnerabilities, or without risk to third parties.

9. Renewal of Services

Upon the expiration of the Term of this contract, the renewal of services will be conducted by mutual agreement between Consultant and Client. Renewal may be confirmed through a purchase order, or a similar document, with confirmation from both parties, which may be provided in person, by phone, in writing, or via email. Typically every year, a reasonable percentage increase to the yearly invoice (ranging between 3% and 9%) listed in **Exhibit A 2. Web Map Services** will apply to the renewed services.

Any changes to the hourly rate for additional services, as outlined under **Exhibit A 2 Other Support**, must be discussed and approved by both parties prior to implementation.

IN WITNESS WHEREOF, the parties hereto have executed this contract effective as of the date of the last party to sign below.

For Client:

Laramie County, Wyoming, by:

Name:

Title:

Date:

For Consultant:

Terra GIS, S-Corporation, 2119 Boyer Ave E, Seattle 98112, by:



Name: Karsten Vennemann

Title: Owner, Terra GIS Ltd.

Date: October 1st 2024

Exhibit A

Scope of Work

Consultant agrees to and shall perform the following scope of work for Laramie County, Wyoming:

1. Data Maintenance and Management

a. Maintain County GIS Data:

Consultant will maintain a collection of GIS data for the County for the purpose of their use in the web mapping system on the Web mapping server.

b. Manage External Agency GIS Data:

Consultant will manage GIS data used by the County that originates from other agencies for the purpose of their use in the web mapping system on the Web mapping server, including but not limited to: - Bureau of Land Management (BLM) - United States Forest Service (USFS) - United States Geological Survey (USGS) - Wyoming Department of Revenue - Wyoming Oil & Gas Commission.

2. Web Map Services

a. Software Maintenance:

Consultant will maintain software to extract and aggregate data from: - Assessor's database (Realware).

b. Web Hosting and Maintenance:

Consultant will provide web hosting and maintenance services for the following existing systems (only if applicable):

The County's web mapping system (MapServer)

The County Planning Department's scanned permits

c. GIS Data Layer Additions:

The yearly maintenance fee (services described above under **Web Map Services**) includes the addition of trivial GIS data layers. Such trivial additions are defined as data that can be served to the web map from file data sources (for example shape files or files in other GIS data formats) that are small in file size, do not require complex styling or cartography, and do not need to be imported into the database.

In cases where the requested GIS data additions to the web map are more complex—such as those that involve significant file sizes, require intricate cartography or styling, or necessitate database importation—the Consultant will contact the Client to discuss the associated costs. These more complex tasks will require Client approval to proceed, either on an hourly basis or through a fixed-price estimate.

3. Other Support

Consultant may provide additional support for GIS projects on request, on a case-by-case basis, as directed by the Client. Note however, 'production' services such as parcel editing and legal splits will not be provided as services and are not part of this contract. Any additional hours of service beyond the scope of this contract will be performed at a rate of \$120 per hour.

Services not outlined under Sections 1 and 2 above may be performed on either an hourly basis or a fixed-price basis, following consultation and mutual agreement between the Client and Consultant.

4. Invoicing and Payments

Consultant will provide invoices to the County on a regular basis. Web mapping services will be invoiced on a yearly basis, typically at the beginning of the Client's fiscal year. Additional services will be invoiced after the services have been provided. Payments can be made by check or wire transfer, with a preference for wire transfer or ACH payments. Credit card payments will not be accepted. Other forms of payment may be accepted by mutual agreement.

5. Costs for the First Term

The total cost for the services outlined under **Section 1. Data Maintenance and Management** and **Section 2. Web Map Services** for the first term will be **\$6183** (prorated amount for the remaining 10 month of the fiscal year, full year cost for 2024/25 is \$7420 which reflects a 6% increase from the previous year). This amount will be invoiced upon execution of the contract.