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**ADDENDUM TO MASTER SERVICE AGREEMENT**  
**And**  
**FOURTH AMENDMENT TO GRANICUS SERVICE AGREEMENT**  
**Between**  
**LARAMIE COUNTY AND GRANICUS, LLC**

THIS ADDENDUM is made and entered into by and between the Laramie County, P. O. Box 608, Cheyenne, Wyoming 82003 (“COUNTY”) and Granicus, LLC, ATTN: Contracts, 1152 15<sup>th</sup> Street NW, Suite 800, Washington DC 20005 (“CONTRACTOR”) (COUNTY and CONTRACTOR collectively known as “Parties” herein.) The Parties agree as follows:

**I. PURPOSE**

The purpose of this Addendum is to modify the Master Service Agreement (12 pages) the parties entered into on or around July 1, 2019 and incorporate the Fourth Amendment to Granicus Service Agreement (4 pages), collectively attached and incorporated herein as “Attachment A”, (collectively hereinafter referred to as “Agreement”). The Attachment A is for CONTRACTOR to provide a service for the SmartGov product already utilized by County through a pre-existing contract with Brightly and to terminate said existing contract the County holds with Brightly for such SmartGov product. For purposes of reference and interchangeability: CONTRACTOR is referred to as “Granicus” in the Agreement and COUNTY is referred to as “Client” in the 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 and effect until the Agreement and Addendum are completely performed or are terminated as provided herein.

**III. RESPONSIBILITIES OF COUNTY**

COUNTY shall pay CONTRACTOR twenty-nine thousand one hundred sixty dollars and seventy-one cents (\$29,160.71) for annual SmartGov software services (Connector BlueBeam, Connector Merchant and Enterprise) for service periods ending June 30, 2025. Future pricing has been agreed to by the parties for two years, through June 2027, as stated of page 4 of the Fourth Amendment to Granicus Service Agreement.

**IV. RESPONSIBILITIES OF CONTRACTOR**

CONTRACTOR shall provide and complete the services as fully described in “Attachment A.”

**V. MODIFICATIONS**

1. Section 1 “SOW” of the Master Services Agreement, is defined to include the Fourth Amendment to Granicus Service Agreement referenced herein.
2. Section 2(c) of the Master Services Agreement **shall add** the following sentence:

All parties agree, they will require any third-party contractors to agree, that they will not discriminate against a qualified individual with disability, pursuant to 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.

3. Section 9(b) of the Master Services Agreement **shall add** the following sentence:

“Subject to the Wyoming Public Records Act, Wyo. Stat. §§ 16-4-201 et. seq., the Parties agree that no shared information, including Customer Data, 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.”

4. Section 12(e) “Notices” of Master Services Agreement **shall add** Notice for Company as follows:

Laramie County,  
ATTN: Planning & Development  
P. O. Box 608  
Cheyenne, Wyoming 82003  
Phone: 307-633-4303  
email: [planning@laramiecountywy.gov](mailto:planning@laramiecountywy.gov)

5. Section 15 **shall be added** into the Agreement to read as follows:

15. 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.

6. Section-16 **shall be added** into the Agreement to read as follows:

16. 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 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.

7. Section 17 **shall be added** into the Agreement to read as follows:

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.

8. Section 18 **shall be added** into the Agreement to read as follows:

18. Entire Agreement: The Master Service Agreement (12 pages), the Fourth Amendment to Granicus Service Agreement (4 pages) and this Addendum (3 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.

**[remainder of page intentionally left black, signatures on following page]**

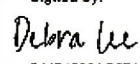
**ADDENDUM TO 2020 MASTER SERVICE AGREEMENT  
Between  
LARAMIE COUNTY AND GRANICUS, LLC**

**SIGNATURE PAGE**

**LARAMIE COUNTY**

DocuSigned by:  
By:  Date 9/23/2024 | 11:14 AM PDT  
9F24628971C0490...  
Chairman, Laramie County Board of Commissioners

**ATTEST:**

Signed by:  
By:  Date 10/2/2024 | 8:09 AM MDT  
54474888AC27490...  
Debra Lee, Laramie County Clerk

**CONTRACTOR: GRANICUS, LLC**

DocuSigned by:  
By:  Date 9/20/2024  
65310280F155812F...  
Kimberly Rosenberger Contracts Manager

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

**REVIEWED AND APPROVED AS TO FORM ONLY:**

Signed by:  
By:  Date 9/23/2024 | 10:22 AM MDT  
45487057263190C1...  
Laramie County Attorney's Office



**ADDENDUM TO 2020 MASTER SERVICE AGREEMENT  
Between  
LARAMIE COUNTY AND GRANICUS, LLC**

**SIGNATURE PAGE**

LARAMIE COUNTY

DocuSigned by:  
By:  \_\_\_\_\_ Date 9/23/2024 | 11:14 AM PDT  
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Chairman, Laramie County Board of Commissioners

ATTEST:

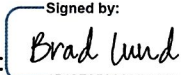
  
By:  \_\_\_\_\_ Date Sept 23, 2024  
Debra Lee, Laramie County Clerk

CONTRACTOR: GRANICUS, LLC

DocuSigned by:  
By:  \_\_\_\_\_ Date 9/20/2024  
8A340280F05949F...  
Kimberly Rosenberger Contracts Manager

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

REVIEWED AND APPROVED AS TO FORM ONLY:

Signed by:  
By:  \_\_\_\_\_ Date 9/23/2024 | 10:22 AM MDT  
4548F050263D4CF...  
Laramie County Attorney's Office



Amendment  
Prepared for  
Laramie County, WY

### Attachment A

## Fourth Amendment to the Granicus Service Agreement between Granicus, LLC and Laramie County, WY

This Fourth Amendment to the Granicus, LLC Service Agreement is effective on the date this document is signed and entered into by and between Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus (hereinafter referred to as "Granicus"), and Laramie County, WY (hereinafter referred to as "Client"), with reference to the following:

WHEREAS, the Client and Granicus entered into an Agreement effective 01 Jul 2019 (the "Agreement"); and

WHEREAS, in addition to Client's existing solution, Client wishes to add certain products and services as detailed in Q-375584, which is attached as Exhibit A and incorporated herein by reference; and

WHEREAS, the Client and Granicus wish to extend the Agreement through 30 Jun 2027; and

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

1. Compensation shall be amended to include the fees detailed in Exhibit A. Exhibit A is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of the Client to provide applicable exemption certificate(s).
2. The Agreement shall be extended through 30 Jun 2027.
3. Except as amended by this Fourth Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.
4. In the event of any inconsistency between the provisions of this Fourth Amendment and the documents comprising the Agreement, the provisions of this Fourth Amendment shall prevail.

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

### Agreement and Acceptance

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

<b>Laramie County, WY</b>	
Signature:	<small>DocuSigned by:</small> 
Name:	<small>9F346889571C0499...</small> Brian Lovett
Title:	Chairman County Commissioners
Date:	9/23/2024   11:14 AM PDT

<b>Granicus</b>	
Signature:	<small>DocuSigned by:</small> 
Name:	<small>8A340286FD9949F...</small> Kimberly Rosenberger
Title:	Contracts Manager
Date:	9/20/2024



**THIS IS NOT AN INVOICE**

Exhibit A  
Prepared for  
Laramie County, WY

## Exhibit A

### ORDER DETAILS

**Prepared By:** Jessica Aldred  
**Phone:**  
**Email:** jessica.aldred@granicus.com  
**Order #:** Q-375584  
**Prepared On:** 30 Aug 2024  
**Expires On:** 30 Jun 2024

### ORDER TERMS

**Currency:** USD  
**Payment Terms:** Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)  
**Current Subscription End Date:** 30 Jun 2024  
**Initial Order Term End Date:** 30 Jun 2027  
**Period of Performance:** 01 Jul 2024 - 30 Jun 2025



## PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
SmartGov Connector BlueBeam	Annual	1 Each	\$1,017.57
SmartGov Connector Merchant	Annual	1 Each	\$1,017.57
SmartGov - Enterprise	Annual	1 Each	\$27,125.57
<b>SUBTOTAL:</b>			<b>\$29,160.71</b>





## FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	01 Jul 2025 - 30 Jun 2026	01 Jul 2026 - 30 Jun 2027
SmartGov Connector BlueBeam	\$1,088.80	\$1,165.02
SmartGov Connector Merchant	\$1,088.80	\$1,165.02
SmartGov - Enterprise	\$29,024.36	\$31,056.07
<b>SUBTOTAL:</b>	<b>\$31,201.96</b>	<b>\$33,386.11</b>