

## Support & Hosting Agreement for the Laramie County MapServer September 7, 2018

The Laramie County MapServer is a public information and mapping system that was built in 2011 by Greenwood Mapping, Inc. (Greenwood) of Wilson, Wyoming. This agreement is for the hosting, support, maintenance and enhancement of the MapServer system.

### Scope

Greenwood will provide hosting, support and maintenance service specifically including:

1. Web hosting on Amazon Web Services (AWS)
2. Client and server software upgrades and patches to the MapServer system.
3. Updates to existing map layers.
4. Addition of new layers if they do not require attribute data display in the info tool and search functionality.
5. System support for errors due to data, script and server errors.
6. Nightly database backups and weekly system snapshots.
7. sftp connectivity to a directory structure where the County will copy data files based on the existing processes and formats.
8. An AWS IAM account where the County will copy Assessor sketches and photos.

Laramie County will:

1. Maintain the data dump from Realware.
2. Transfer the GIS and Realware data that will be published by the MapServer to Greenwood via sftp with shared key authentication.
3. Transfer Assessor sketches and photos to AWS S3 storage.

### URL

The new URL for the MapServer will be <https://greenwoodmap.com/laramie>. The County will be responsible for redirecting web traffic to the new URL from the current URL.

### Intellectual Property Rights

The Greenwood MapServer software source code will be continuously available to Laramie County. The software is provided with no restrictions for use in publishing Cheyenne and Laramie County Cooperative GIS Program data, but may not be resold nor used for publishing other counties' and/or municipalities' data.

Laramie County may make a one-time request for an Amazon Machine Image (AMI) snapshot of the system to be transferred from Greenwood's AWS account to a County AWS account.

### Terms

This agreement shall run from August 1, 2018 thru July 31, 2019. Cost is \$6,200.00. Payment represents your agreement to terms.



President, Greenwood Mapping, Inc.  
P.O. Box 461, Wilson, Wyoming 83014

**ADDENDUM TO SUPPORT & HOSTING AGREEMENT**  
**Laramie County/ Greenwood Mapping, Inc.**

THIS ADDENDUM is made and entered into by and between Laramie County, Wyoming, P. O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and Greenwood Mapping, Inc., P. O. Box 461, Wilson, WY 83014 (hereinafter, "CONTRACTOR").

**I. PURPOSE**

The purpose of this Addendum is to modify the support and hosting agreement for the Laramie County MapServer, attached hereto as Attachment 'A' and fully incorporated herein. (hereinafter "Agreement").

**II. TERM**

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

**III. RESPONSIBILITIES OF CONTRACTOR**

A. CONTRACTOR shall provide and complete the services described in Attachment 'A', attached hereto and fully incorporated herein.

B. Payment will be made upon receipt of the CONTRACTOR'S invoice to the COUNTY. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

**IV. ADDITIONAL PROVISIONS**

1. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of COUNTY. CONTRACTOR is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. CONTRACTOR assumes responsibility for its personnel who provide services pursuant to this contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. CONTRACTOR is free to perform the same or similar services for others.

2. Assignment: Neither this Agreement and Addendum, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

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

4. Termination: This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

5. Applicable Law and Venue: The parties mutually understand and agree this 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 this 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 to waive COUNTY's governmental immunity as provided in this Agreement and Addendum.

6. 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.

7. 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.

8. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of CONTRACTOR for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.

9. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR, the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR 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 payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

10. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

11. 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.

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

LARAMIE COUNTY, WYOMING

By: \_\_\_\_\_  
K. N. Buck Holmes, Chairman, Laramie County Commissioners

Date \_\_\_\_\_

ATTEST:

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

Date \_\_\_\_\_

Greenwood Mapping, Inc.

By:   
Authorized Signature

Date 9/10/2018

REVIEWED AND APPROVED AS TO FORM ONLY

By:   
Laramie County Attorney's Office

Date 9/24/18

Greenwood Mapping Inc. Addendum.9-18-2018

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