

**AS400 AND PROGRAMMING SERVICES AGREEMENT BETWEEN LARAMIE COUNTY,  
WYOMING AND DOUG SOWOKINOS.**

This Agreement made and entered into by and between Laramie County, Wyoming, (COUNTY) P.O. Box 608, Cheyenne, Wyoming, 82003-0608 and, Doug Sowokinos, (CONTRACTOR), 2910 Lyons Road, Mandan, ND 58554.

WHEREAS, Laramie County desires AS400 analysis and programming services; and WHEREAS, CONTRACTOR has experience in AS400 analysis and programming, and is qualified to provide such service.

NOW THEREFORE IT IS HEREBY AGREED by and between the parties hereto:

1. This Agreement shall commence on October 1, 2019 and shall remain in full force and effect until Canceled.
2. CONTRACTOR agrees to provide AS400 analysis and programming services in accordance with currently approved industry methods, standards, and procedures, and security practices, as requested by the Laramie County Information Technology Director or Assistant Director on an as needed basis.
3. COUNTY agrees to work with CONTRACTOR to establish and facilitate secure VPN connectivity to systems reasonably necessary for CONTRACTOR to perform AS400 analysis and programming services.
4. CONTRACTOR agrees to protect access to COUNTY systems, information, and data in accordance with currently approved industry methods, standards, and procedures, and security practices, and CONTRACTOR further agrees to limit CONTRACTOR's own access to that reasonably necessary for the performance of the professional services provided to COUNTY outlined in this Agreement.
5. The fee for services hereunder shall be \$80.00 per hour, which shall be billed monthly by a properly executed Laramie County voucher. CONTRACTOR will be reimbursed for reasonably incurred travel expenses when submitted with receipts documenting said expenses. All fees and travel expenses shall be billed monthly by a properly executed Laramie County voucher.
6. All source and object codes shall be the sole property of Laramie County.
7. COUNTY may, during the course of this agreement, request modifications or changes in the services to be performed hereunder. COUNTY may also, upon notice to CONTRACTOR, and without consent of CONTRACTOR, elect to delete any phase or task in requested services. If work has been initiated on the phase or task deleted, CONTRACTOR shall be entitled to compensation for any satisfactory work completed prior to deletion. Changes requiring mutual consent shall be in writing as an amendment hereto executed by COUNTY and CONTRACTOR. Nothing in this Agreement warrants or guarantees that COUNTY will request or make use of the services of CONTRACTOR.
8. CONTRACTOR reserves the right to determine the method, manner, means by which the requested contract services will be performed. The CONTRACTOR is not required to perform the services during a fixed hourly or daily time and if services are performed at the County's premises, the CONTRACTOR'S time spent at the premises is to be at the discretion of the CONTRACTOR; subject to the COUNTY'S normal business hours and security requirements. CONTRACTOR reserves the right to subcontract to qualified third persons for any part or all of the performance of the contract services described herein at CONTRACTOR'S SOLE EXPENSE.

9. CONTRACTOR agrees to retain any required records for three (3) years after the County makes final payment and all other matters relating to the Agreement are concluded. CONTRACTOR agrees to permit access by the COUNTY or any of its duly authorized representatives to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this specific Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions. It is agreed that finished or unfinished documents, data or reports, prepared by CONTRACTOR under this contract shall be considered the property of the COUNTY and upon completion of the services to be performed, or upon termination of this Agreement for cause, or for the convenience of the COUNTY, will be turned over to the COUNTY.

10. General Provisions:

- A. 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.
- B. Acceptance Not Waiver: COUNTY approval of the reports, and work or materials furnished hereunder shall not in any way relieve CONTRACTOR of responsibility for the technical accuracy of the work. COUNTY approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- C. 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.
- D. Entire Agreement: This Agreement (5 pages) represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.
- E. Assignment: Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.
- F. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.
- G. Invalidity: If any provision of this Agreement 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 that the provisions of this Agreement are fully severable.
- H. Applicable Law and Venue: The parties mutually understand and agree this Agreement 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 or the subject matter hereof, any suit or proceeding at law or in equity shall be brought exclusively in the District Court of the State of

Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to CONTRACTOR and to COUNTY in executing this Agreement. This provision is not intended nor shall it be construed to waive COUNTY'S governmental immunity as provided in this Agreement.

- I. Contingencies: CONTRACTOR certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.
- J. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.
- K. 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.
- L. 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. 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.
- M. 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.
- N. Insurance: CONTRACTOR must provide evidence of insurance to COUNTY. No work shall commence until COUNTY receives a certificate of insurance and this Addendum and the Agreement are executed. CONTRACTOR shall carry commercial general and professional liability insurance sufficient to cover its obligations throughout this Addendum and the Agreement's term and any subsequent term and maintain proof of such insurance throughout.
- O. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Agreement, and shall inure solely to the benefit of the parties to this Agreement.
- P. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, that neither CONTRACTOR nor one of its employees has any personal beneficial interest whatsoever in the agreement described herein. Neither CONTRACTOR nor any staff member thereof, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.
- Q. Force Majeure: Neither party shall be liable to perform under this Agreement 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.
- R. 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.

- S. 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.

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WYOMING / DOUG SOWOKINOS.**

Signature Page

LARAMIE COUNTY, WYOMING

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

ATTEST:

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

Doug Sowokinos

By: Doug Sowokinos Date 9/24/19  
Doug Sowokinos

REVIEWED AND APPROVED AS TO FORM ONLY:

By: [Signature] Date 10/3/19  
Laramie County Attorney's Office