

**WEB SITE DESIGN AND UPDATING SERVICE CONTRACT 2005-06
LARAMIE COUNTY, WYOMING / WYOMINGNETWORK**

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, P.O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and WyomingNetwork, Inc., 1111 East Lincolnway, Suite 201, Cheyenne, Wyoming 82001 ("CONTRACTOR"). The parties agree as follows:

I. PURPOSE

The purpose of this contract is that Laramie County desires to engage the services of the Contractor to design and develop the county wide Web Site to include web hosting, ongoing maintenance and e-mail.

II. TERM

The contract shall commence on the date last executed by the duly authorized representatives of the parties to this contract, and shall remain in full force and effect until June 30, 2006.

III. RESPONSIBILITIES OF COUNTY

A. COUNTY shall pay CONTRACTOR a flat fee of \$250.00 per month for all of CONTRACTOR's services provided under this Agreement. County shall be responsible for paying e-mail and web hosting fees separately from this Agreement. CONTRACTOR shall bill COUNTY by a properly executed Laramie County Voucher. 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).

B. COUNTY agrees to make available information, data, and records, to which COUNTY has access, that are required by CONTRACTOR to perform the required services in this Agreement. In addition, COUNTY shall assist CONTRACTOR in obtaining necessary information, data, records and maps to which COUNTY may not have direct and immediate access.

IV. RESPONSIBILITIES OF CONTRACTOR

A. CONTRACTOR hereby agrees to provide a scope of work that will be attached to this agreement. And that all work, including development, design, trademarks, and copyrightable subject matter that are developed and used in the creation of any COUNTY web page including the pages themselves will be the sole property of COUNTY. CONTRACTOR shall have the right to display the work within the CONTRACTOR's portfolio for the purpose of demonstrating the CONTRACTOR's talents and capabilities. CONTRACTOR accepts full liability for any copyright laws or piracy issues that may come up due to web design and content also COUNTY represents and

*c: attorney
budget
TT*

warrants that all copy and other material supplied by COUNTY will not infringe upon or violate any trademark or copyright or any right whatsoever of any person.

B. CONTRACTOR does not offer any express or implied guarantee, promise, or warranty of placement or inclusion on any search engine, or traffic to any website. CONTRACTOR also does not offer any express or implied guarantee, promise, or warranty of sales volume, traffic, visits, hits or impressions to any website, or assume responsibility for service outside of CONTRACTOR's control including, but not limited to, response to COUNTY's website or power failures resulting in loss of connection to the internet, and other occurrences in the event of omissions or wrong insertion. 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.

C. During the Term of this Contract, the CONTRACTOR agrees to pay any Domain registration fees. Provide for Website Hosting. Provide website pages for all COUNTY agencies that are currently on the COUNTY web site or linked thru the COUNTY website and up to seven (7) other COUNTY agencies of COUNTY's choice. CONTRACTOR agrees to provide on going maintenance of website. CONTRACTOR agrees to optimize the website for placement in search engines, and submit website to various search engines. CONTRACTOR will provide for e-mail and calendar functions as described in "purpose" for the potential of all county employees and several department wide e-mail accounts. COUNTY will retain responsibility for the map-pages; CONTRACTOR will provide a link from the new WebPages to the map-pages and work with the COUNTY Information Technology Department to insure that the map-pages are not adversely affected because of changes to COUNTY web site.

V. 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. CONTRACTOR is free to perform the same or similar services for others. CONTRACTOR reserves the right to determine the method, manner, and means by which the requested contract services will be performed. CONTRACTOR is not required to perform the services during a fixed hourly or daily time. 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 or security requirements.

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 or (b) with 30 days written notice for any reason.

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. However, 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.

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 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, including but not limited to claims based on copyright laws or piracy issues, 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.

N. 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.

O. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONTRACTOR, 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.

P. 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.

Q. 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 effected 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

LaramieCounty.com

Scope of Work – 2005-2006

WyomingNetwork, Inc. will maintain and update the Laramie County website, located at www.LaramieCounty.com. Updates shall be at the request and with permission of County officials. Updates will include the creation of new web pages and changing the content on existing pages. WyomingNetwork, Inc. will strive to update the website as quickly as possible. WyomingNetwork, Inc. will also encourage county officials to update and add new content to the website. That includes making suggestions on improvements to the website.

Laramie County recently decided to maintain its e-mail system internally. WyomingNetwork, Inc. will provide consulting services on e-mail management including virus protection and spam blocking, and if requested, resume maintenance of the e-mail system for Laramie County. That includes the creation of new e-mail addresses and deletions of addresses no longer needed, changing passwords at the request of County officials, and helping County employees send and receive e-mails.

WyomingNetwork, Inc. will provide staff before and during primary and general election nights to aid the Laramie County Clerk in getting results posted immediately on the Laramie County website.

WyomingNetwork, Inc. will continue to host the Laramie County website.

WyomingNetwork, Inc. will continue to monitor the website's placement on the major search engines.

WyomingNetwork, Inc. will continue to provide a traffic reporting system allowing county officials to see how many people are visiting their website and their usage of the website. The traffic reporting system will be available on the internet 24 hours a day, 7 days a week.

WyomingNetwork, Inc. will continue to print out a summary of the traffic to the website every month and mail it to designated recipient(s) at Laramie County.

It is the responsibility of Laramie County to provide content to be placed on the Laramie County website. WyomingNetwork, Inc. will offer suggestions on improvements to the Laramie County website, and implement those suggestions if approved by County officials.

WyomingNetwork, Inc. will work at the direction of County officials and the website shall reflect the instructions and guidelines set forth by Laramie County.

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.

R. 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.

S. CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

LARAMIE COUNTY, WYOMING

By: Diane Humphrey
Diane Humphrey, Chairman, Laramie County Commissioners

Date 7-6-05

ATTEST:

By: Debbie Lathrop
Debbie Lathrop, Laramie County Clerk

Date 7-7-05

WyomingNetwork:

By: Carol Ann President
Name President Position

Date 6/29/05

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By: Peter H. Froelicher
Peter H. Froelicher
Laramie County Attorney

Date 6/28/05

LARAMIE COUNTY CLERK BOARD OF COUNTY COMMISSIONERS AGENDA ITEM PROCESSING FORM

1. DATE OF PROPOSED ACTION: July 5, 2005

2. AGENDA ITEM: ☐ Appointments ☐ Bids/Purchases ☐ Claims
☒ Contracts/agreements/leases ☐ Grants ☐ Land Use: Variances/Board App/Plats
☐ Proclamations ☐ Public Hearings/Rules & Reg's ☐ Reports & Public Petitions
☐ Resolutions ☐ Other

3. DEPARTMENT: Information Technology

APPLICANT: WyomingNetwork, Inc.

AGENT: Rick Fortney

4. DESCRIPTION: Consideration of a Service Contract between Laramie County and WyomingNetwork, Inc.

Amount **\$250.00 a month**

From **6/30/05**

To **6/30/06**

5. DOCUMENTATION: 2 Originals and (4) four copies

Clerks Use Only:

Commissioner

Humphrey _____

Knudson _____

Ketcham _____

Action _____

Postponed/Tabled _____

Signatures

Co Attny _____

Assist Co Attny _____

Grants Manager _____

Outside Agency _____