

**INTERAGENCY AGREEMENT BETWEEN THE STATE OF WYOMING,  
DEPARTMENT OF STATE PARKS AND CULTURAL RESOURCES,  
WYOMING STATE ARCHIVES  
AND  
LARAMIE COUNTY, WYOMING**

1. **Parties.** The parties to this Interagency Agreement (Agreement) are the State of Wyoming, Department of State Parks and Cultural Resources, Wyoming State Archives (WSA), whose address is: 2301 Central Ave, Cheyenne, WY 82002 and Laramie County, Wyoming (LC), whose address is: 309 W 20th Street, Cheyenne, WY, 82001.
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which LC shall duplicate selected Real Estate Books of Laramie County, and provide copies of the scans and metadata to the WSA.
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date) and shall remain in full force and effect until terminated. This Agreement may be terminated, without cause, by the parties upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail.
4. **Payment.** No payment shall be made by either party to the other party as a result of this Agreement.
5. **Responsibilities of LC.** LC agrees to:
  - A. Provide scans and metadata of approximately one hundred seventeen (117) volumes of archival records that are in the custody of the WSA. The selected records are set forth in Attachment A, which is attached to and incorporated into this Agreement by this reference.
  - B. Provide packing materials and secure transportation to Laramie County Records Center, Cheyenne, Wyoming and return to Archives South, Cheyenne, Wyoming, at no cost.
  - C. Provide secure storage for the archival records during the length of the project.
  - D. Create scans and metadata of the records and provide copies to WSA, at no cost. The scans shall be 300 dpi/PDF format, and delivered on a portable hard drive, and the metadata delivered in an Excel, text, or XML file(s).
  - E. Provide scans of the materials if requested during the project by research patrons of the WSA, at no cost.
6. **Responsibilities of WSA.** WSA agrees to:

- A. Allow the temporary relocation of one hundred seventeen (117) volumes of archival records to the Laramie County Records Center, Cheyenne, Wyoming, under the safekeeping of LC.

7. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Availability of Funds.** Each payment obligation under this Agreement is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for payment, this Agreement may be terminated by the Funding Agency at the end of the period for which funds are available. The Funding Agency shall notify the Receiving Agency at the earliest possible time if this Agreement will or may be affected by a shortage of funds. No liability shall accrue to the Funding Agency in the event this provision is exercised, and the Funding Agency shall not be obligated or liable for any future payments as a result of termination under this section.
- D. **Entirety of Agreement.** This Agreement, consisting of five (5) pages, and Attachment A, consisting of one (1) page, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. *In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.*
- E. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

- F. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- G. Notices.** All notices arising out of, or from the provisions of this Agreement shall be in writing and given to the parties at the addresses provided under this Agreement, either by regular mail or delivery in person.
- H. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by the Department of Administration and Information's Procurement Office and approved by the Governor of the State of Wyoming or his designee if required by Wyo. Stat. § 9-2-1016(b)(iv).
- I. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- J. Sovereign Immunity.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming, the WSA and the LC expressly reserve sovereign or governmental immunity by entering into this Agreement and specifically retain immunity and all defenses available to them. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- K. Termination of Agreement.** This Agreement may be terminated, without cause, by either party upon thirty (30) days written notice. This Agreement may be terminated immediately for cause if either party fails to perform in accordance with the terms of this Agreement.
- L. Third-Party Beneficiary Rights.** 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 this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- M. Time is of the Essence.** Time is of the essence in all provisions of the Agreement.
- N. Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Agreement.

- O. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- P. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

8. **Signatures.** The parties to this Agreement, through their duly authorized representatives, have, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

The Effective Date of this Agreement is the date of the signature last affixed to this page.

**STATE OF WYOMING, DEPARTMENT OF STATE PARKS AND CULTURAL RESOURCES, WYOMING STATE ARCHIVES**

\_\_\_\_\_  
Sara Needles, Administrator Cultural Resources Division  
State Parks & Cultural Resources


\_\_\_\_\_  
Date

**LARAMIE COUNTY, WYOMING**

\_\_\_\_\_  
Troy Thompson, Laramie County Commissioner Chairman

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

  
\_\_\_\_\_  
Tyler M. Renner, Assistant Attorney General

12-24-19  
\_\_\_\_\_  
Date

**RECEIVED AND APPROVED AS  
TO FORM ONLY BY THE  
DEPUTY LARAMIE COUNTY  
ATTORNEY**



Real Estate Book #	Real Estate Book #	Real Estate Book #	Real Estate Book #
127	412	464	525
184	414	467	527
185	416	469	529
212	418	471	530
260	419	473	531
271	420	475	533
361	422	477	535
362	424	478	537
367	426	480	539
369	428	483	542
372	431	484	543
375	433	485	545
378	435	487	547
380	437	489	549
381	439	493	551
383	662	495	553
385	441	497	555
387	443	499	557
393	445	501	559
395	447	503	561
399	449	505	562
403	451	507	563
406	453	508	565
407	454	509	566
409	458	511	568
411	459	512	570
	461	514	572
	463	516	574
		519	575
		521	576
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			579
			581