

**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 County Commissioner Minute 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). The term of this Agreement is from May 31, 2020 or the Effective Date, whichever is later, through October 30, 2021. All services shall be completed during this term. There is no right or expectation of extension and any extension will be determined at the discretion of the WSA.
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 twenty one (21) 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.

F. Provide a copy of the contract agreement between ArcaSearch and Laramie County at no cost.

6. **Responsibilities of WSA.** The WSA agrees to:

A. Allow the temporary relocation of twenty one (21) 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. **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.

D. **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.

E. **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.

- F. 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.
- G. 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).
- H. 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.
- I. Sovereign Immunity.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming, the WSA, and 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.
- J. 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.
- K. 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.
- L. Time is of the Essence.** Time is of the essence in all provisions of the Agreement.
- M. Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Agreement.

- N. 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.
  
- O. 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.** By signing this Agreement, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Agreement, and that they have the authority to sign it.

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**

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

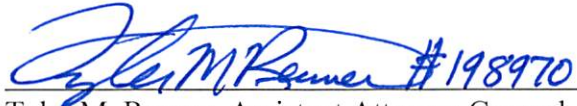
1/23 2020  
Date

**LARAMIE COUNTY, WYOMING**

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

\_\_\_\_\_  
Date

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

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

Jan. 7, 2020  
Date

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

**Laramie County Commissioner Minute Books**

Book	Beginning Date	Ending Date
Vol A	1/27/1868	6/7/1876
Vol B	7/8/1876	12/31/1883
Vol C	1/1/1884	6/18/1887
Vol D	6/27/1887	4/7/1891
Vol E	5/4/1891	4/6/1896
Vol F	4/7/1896	6/4/1902
Vol G	7/1/1902	7/19/1903
Vol H	7/27/1906	3/6/1914
Vol I	4/7/1914	11/15/1923
Vol J	12/4/1923	8/5/1935
Vol K	8/19/1935	1/21/1944
Vol L	2/1/1944	6/28/1951
Vol M	7/3/1951	1/6/1959
Vol N	2/3/1959	12/31/1968
Vol O	1/7/1969	7/19/1977
Vol P	8/2/1977	6/30/1981

**Other Journals**

*Journal of County Commissioners for Laramie County June 27, 1868 - May 7, 1869 (duplicate notes of same dates in Vol A)*

*County Commissioner Minute Notes Vol 1  
January 30, 1897 - October 8, 1909*

*County Commissioner Minute Notes Vol 2  
April 7, 1903 - February 10, 1908*

*County Commissioner Minute Notes Vol 3  
April 3, 1911 - December 27, 1916*