

Laramie County Government

Fixed Asset Inventory Control System

ASSET TRANSFER FORM

Tag Number: None Asset Number: None

Asset Description: Cummins Generator 500 Watt Model VTA28GS1

Asset Manufacturer: Cummins Mfg. Inc.

Serial Number: 57116695 (partially eroded tag may be '37116695')

TRANSFERRING DEPARTMENT USE

Transferring Dept: County Commissioners Previous Location: Sheriff

Dept/Div/Act: / / Date of Transfer: 10-31-24

Dept Head Signature: 

RECEIVING DEPARTMENT USE

Receiving Dept: Burns Location Code:

Dept/Div/Act: / / Date Received:

Dept. Head Signature:

ACCOUNTING DEPARTMENT USE ONLY

Entered By: Date: / /

Action:

PrintForm

**ADDENDUM TO ASSET TRANSFER FORM Re: CUMMINS GENERATOR
TOWN OF BURNS/LARAMIE COUNTY**

Purpose: The purpose of this Addendum to a Laramie County Asset Transfer Form, is to immortalize the ownership by the Town of Burns of a Cummins Generator provide to the Town by the Laramie County Sheriff's Department several years ago.

The Asset in question, subject of this Addendum, is a Cummins Generator, manufactured in 1987, as identified on the Asset Transfer Form, which is fully incorporated herein. The generator was provided to Town of Burns ("Town") by the Laramie County Sheriff's Department when it was no longer required for Sheriff's Department operations. The date of that transfer is unknown. The Generator has been in the possession and control of the Town of Burns since that transfer.

Due to the age of the transferred asset, no paperwork exists immortalizing the date or fact of that initial transfer to the Town.

The Laramie County Commissioners ('County') being fully informed in premises, and given that Town has, and remains, in possession of the generator, hereby surrender and transfer any and/or all right, title and interest, to the degree any remain in the County, in the identified Cummins Generator, to the Town of Burns.

The Parties agree and affirm as follows:

Disclaimer of warranty: Unless expressly set forth herein, the transfer is without warranty of any kind, express or implied, including, but not limited to warranties of merchantability or fitness for a particular purpose. The generator is transferred to the Town of Burns, 'As Is.'

Governmental/Sovereign Immunity: Neither County nor the Town waive their Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into this Addendum. Further, with one caveats as expressed herein, the parties fully retain 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 Addendum. Town agrees to a waiver of immunity solely in the event County should need to enforce any of the provisions herein.

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 both parties in executing this Addendum. This provision is not intended nor shall it be construed to waive the parties governmental immunity as provided in this Agreement.

Indemnification: Each party to this agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.

Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, including but not limited to any buyer or subsequent recipient/owner of the generator, and this Addendum shall not be construed so as to create such status. The rights, duties and obligations contained in this Addendum shall operate only between the parties to the Addendum, and shall inure solely to the benefit of the parties to this Agreement.

LARAMIE COUNTY, WYOMING

By: 
Brian Lovett, Chairman, Laramie County Commissioners

Date: 10/1/24

ATTEST:

By: _____
Debra Lee, Laramie County Clerk

Date: _____

TOWN OF BURNS

By: 
Mayor, Town of Burns


Date: 9.2.25

ATTEST:

By: 
Clerk, Town of Burns

Date: 9-2-25

REVIEWED AND APPROVED AS TO FORM ONLY:

By: 
Laramie County Attorney's Office

Date 9/3/25