

**INTERAGENCY AGREEMENT BETWEEN
WYOMING STATE ARCHIVES AND
LARAMIE COUNTY WYOMING**

1. **Parties.** The parties to this Interagency Agreement (Agreement) are the 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 duplicate the deed records, 1868-1977, of Laramie County, and provide copies of the scans and metadata to the Wyoming State Archives as described in Attachment A, attached to and incorporated into this Agreement by reference.
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of this Agreement is from January 1, 2019 or the Effective Date, whichever is later, through June 30, 2019. All services shall be completed during this term. There is no right or expectation of renewal and any renewal will be determined at the discretion of the WSA.
4. **Payment.** No payment shall be made by either party as a result of this Agreement.
5. **Responsibilities of LC.** LC agrees to:
 - A. Provide scans and metadata of approximately seven hundred fifty-three (753) volumes of archival records that are in the custody of the WSA, as set forth in Attachment A.
 - B. Provide packing materials and secure transportation to 309 W. 20th St., Cheyenne, Wyoming and return to 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/color and/or black and white/PDF format, 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.** WSA agrees to:

- A. Allow the temporary relocation of seven hundred fifty-three (753) volumes of archival records to the office of the Laramie County Clerk, 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 four (4) 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 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. 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.
- K. Time is of the Essence.** Time is of the essence in all provisions of the Agreement.
- L. Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Agreement.
- M. 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.
- N. 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.

WYOMING STATE ARCHIVES



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

10/10/18

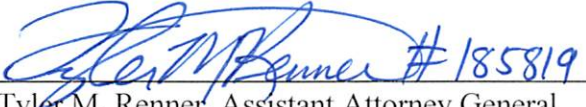
Date

LARAMIE COUNTY, WYOMING

Laramie County Commissioner

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM



Tyler M. Renner, Assistant Attorney General

10/11/18

Date

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



Attachment A

06.02
Updated: 8/1/2016

RG 1002

LARAMIE COUNTY CLERK

Mixed Records

Series: Mixed Records, Recordings, & Indexes

Dates: 1868 - 1977, 1983 - 1993

Volume: 753 volumes (volumes 1884-1887 through 1094)

Location: See list

Arrangement: Chronological

Other Formats: Microfilm, Indexes 1184-1937, Volumes 27-1090

Description: Daily recordings of deeds, mortgages, mining records, liens, appointments and contracts filed with the county clerk.

NOTE: Books E, F, 144, 146, and 156 are with the County.

INDEXES	DATES	AS
Direct	1884 - 1937	4358
Indirect	1884 - 1937	

VOLUMES

A - 204	4414 - 4420
205 - 566	4436 - 4449
567 - 891	4465 - 4478
892 - 963	4404 - 4406
964 - 1094	4209 - 4216