

**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 Real Estate, and Brand 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 March 15, 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 two hundred fifty one (251) 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 two hundred fifty one (251) 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 two (2) pages, 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.

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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



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

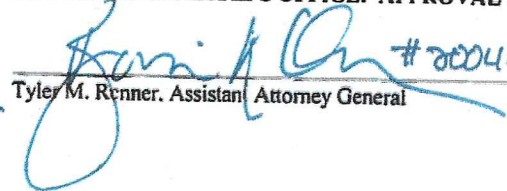
5/4/2020
Date

LARAMIE COUNTY, WYOMING

Laramie County Commissioner Chairman

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

for.  #200448

Tyler M. Renner, Assistant Attorney General

3-25-2020
Date

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



Attachment A

Real Estate Book #	Real Estate Book #	Real Estate Book #	Real Estate Book #	Real Estate Book #	Real Estate Book #
1	79	246	405	669	748
2	84	253	583	671	750
6	92	257	585	672	752
9	94	259	587	673	754
11	99	263	589	675	755
12	100	268	590	677	756
16	109	269	592	679	759
17	112	271	594	681	760
19	113	272	595	683	762
21	116	273	597	685	A
22	117	274	599	687	L
23	122	277	602	689	M
26	123	278	605	691	BRAND BOOK 1
27	126	283	607	694	BRAND BOOK 2
29	128	286	609	695	BRAND BOOK 3
30	129	287	611	696	BRAND BOOK 4
31	132	288	613	699	BRAND BOOK 5
33	134	289	615	701	BRAND BOOK 6
35	138	293	617	702	BRAND BOOK 7
36	147	294	619	704	BRAND BOOK 8
37	151	295	621	705	BRAND BOOK 9
38	152	298	622	707	BRAND BOOK 10
39	155	300	623	708	BRAND BOOK 11
40	171	302	626	710	BRAND BOOK 190
42	173	306	629	712	BRAND BOOK A
43	188	308	631	714	BRAND BOOK B
44	190	311	632	716	BRAND BOOK 3-ABSTRACTS
45	192	312	634	718	BRAND BOOK 4-RECORDS
46	195	315	637	720	BRAND BOOK 5-RECORDS
48	201	318	639	722	BRAND BOOK 6-RECORDS
49	206	319	641	724	MORTGAGE A-INDEX
50	209	320	644	726	
51	210	323	646	728	
53	213	324	648	729	
58	217	326	649	730	
59	221	327	651	732	251 BOOKS
60	227	331	653	733	
62	231	332	655	734	

63	233	333	657	736
64	237	338	659	738
67	238	339	660	740
69	241	344	663	742
70	244	354	665	744
78	245	357	667	746