

**SNOW REMOVAL AGREEMENT BETWEEN THE
WYOMING DEPARTMENT OF TRANSPORTATION
AND
THE BOARD OF LARAMIE COUNTY COMMISSIONERS**

1. **Parties.** The parties to this Snow Removal Agreement (Agreement) are the Wyoming Department of Transportation (WYDOT), whose address is: 5300 Bishop Boulevard, Cheyenne, Wyoming 82009, and the Board of Laramie County Commissioners (County), whose address is: 310 West 19th Street, Cheyenne, Wyoming 82001.
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which the County shall provide snow removal on portions of South Greeley Highway between College Drive and Fox Farm Road in Laramie County.
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of the Agreement is from the Effective Date through February 4, 2027. All services shall be completed during this term.
4. **Payment.**
 - A. WYDOT agrees to pay the County for the services described in Section 5 below at the rates described in Attachment A, Equipment Operation Rates, which is attached to and incorporated into this Agreement by this reference. Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. The County shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement.
 - B. No payment shall be made for work performed before the Effective Date of this Agreement.
5. **Responsibilities of the County.** The County agrees to:
 - A. Provide snow removal on portions of South Greeley Highway between College Drive and Fox Farm Road, including the Fox Farm Road intersection and the US 85 on-ramp in Laramie County.
 - B. Designate the Director of Laramie County Public Works as a point of contact for all snow removal associated with this Agreement.
 - C. Coordinate with WYDOT to determine snow removal hours, deployment, and reporting. Total snow removal hours will be determined by mutual agreement between WYDOT's District 1 Foreman and the Director of Laramie County Public Works.

6. **Responsibilities of WYDOT.** WYDOT agrees to:

- A. Pay the County in accordance with Section 4 above.
- B. Coordinate with the County to determine snow removal hours, deployment, and reporting. Total snow removal hours will be determined by mutual agreement between WYDOT's District 1 Foreman and the Director of Laramie County Public Works.

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 of WYDOT 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 continued performance of the Agreement, the Agreement may be terminated by WYDOT at the end of the period for which the funds are available. WYDOT shall notify the County at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to WYDOT in the event this provision is exercised, and WYDOT shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- D. **Compliance with Laws.** The County shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.
- E. **Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the County in the performance of this Agreement shall be kept confidential by the County unless written permission is granted by WYDOT for its release. If and when the County receives a request for information subject to this

Agreement, the County shall notify WYDOT within ten (10) days of such request and shall not release such information to a third party unless directed to do so by WYDOT.

- F. Entirety of Agreement.** This Agreement, consisting of six (6) pages; and Attachment A, Equipment Operation Rates, 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.
- G. 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.
- H. 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.
- I. Independent Contractor.** The County shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the County shall be free from control or direction over the details of the performance of services under this Agreement. The County shall assume sole responsibility for any debts or liabilities that may be incurred by the County in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the County or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or WYDOT or to incur any obligation of any kind on behalf of the State of Wyoming or WYDOT. The County agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the County or the County's agents or employees as a result of this Agreement.
- J. Nondiscrimination.** The County shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age

Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.

- K. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- L. 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 A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).
- M. Insurance Requirements.** The County is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.*, and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, *et seq.*, and shall provide a letter verifying its participation in the WARM or LGLP to WYDOT.
- N. 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.
- O. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and WYDOT expressly reserve sovereign immunity by entering into this Agreement and the County expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. 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.
- P. Termination of Agreement.** This Agreement may be terminated, without cause, by either party upon thirty (30) days written notice. This Agreement may be terminated by either party immediately for cause if the other party fails to perform in accordance with the terms of this Agreement.

Q. 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.

R. Time is of the Essence. Time is of the essence in all provisions of this Agreement.

S. Titles Not Controlling. Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.

T. 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.

U. 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. Delivery by the County of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to WYDOT.

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9. **Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, 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.

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

WYDOT:

Wyoming Department of Transportation

Keith R. Fulton, P.E., Chief Engineer

Date

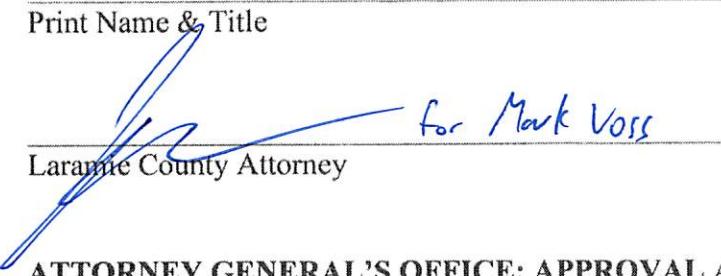
COUNTY:

Board of Laramie County Commissioners

Laramie County Commissioner

Date

Print Name & Title


Laramie County Attorney

1/20/16

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM


Nicholas T. Garcia, Assistant Attorney General

12/22/15

Date

Attachment A, Equipment Operation Rates

Equipment Code	Equipment Description	Straight Time	Over Time
1.	Motor graders, Caterpillar 140 or John Deere 672 GP w/V-Plow	\$167.74	\$184.51
2.	Front-End Loader, Caterpillar 962M or 962G	\$109.99	\$120.99
3.	12 Cubic Yard Dump Truck w/plow & sander	\$94.94	\$104.43
4.	Backhoe, Caterpillar 420E	\$91.69	\$100.86
5.	Skid Steer, Caterpillar 257B,272D, or 289C with bucket or broom	\$78.88	\$86.77
6.	¾-Ton Pickup Truck with snow plow	\$27.78	\$30.56
7.	1-Ton Pickup Truck with snow plow	\$31.81	\$34.99
8.	Flatbed Trailer	\$48.17	\$52.99
9.	Kubota RTV with snowplow or broom	\$71.14	\$78.25
10.	John Deere Mower with broom, plow, or snow blower	\$31.25	\$34.38
11.	Ventrac tractor with broom, plow, or snow blower	\$31.25	\$34.38

➤ Above per hour equipment costs include an operator