

**AUCTION SERVICES AGREEMENT**  
**Between**  
**Laramie County and Bryan Grzegorzcyk**

THIS Auction Agreement is made and entered into by and between Laramie County, 310 West 19<sup>th</sup> Street, P.O. Box 608, Cheyenne Wyoming, 82003-0608 (hereinafter referred to as "COUNTY") and Bryan Grzegorzcyk, 1868 Milton Drive, Cheyenne Wyoming 82001(hereinafter referred to as "CONTRACTOR"). The parties agree as follows:

**I. PURPOSE**

The purpose of this Agreement is for CONTRACTOR to conduct a live auction for the sale of items/equipment owned by COUNTY.

**II. TERM**

This Agreement shall commence on the date last executed by the duly authorized representatives of the parties, and shall remain in full force until completely performed or terminated as provided herein.

**III. PAYMENT**

COUNTY shall pay CONTRACTOR ten percent (10%) from the proceeds of the auction sale. CONTRACTOR shall bill COUNTY by detailed invoice submitted to the Laramie County Clerk, Finance Office. Payments shall be made in accordance with Wyo. Stat. § 16-6-602, as amended. No payment shall be made before the last signature is affixed to this Agreement.

**IV. RESPONSIBILITIES OF CONTRACTOR**

CONTRACTOR shall conduct a live action for the sale of certain items/equipment owned by the COUNTY.

**V. RESPONSIBILITIES OF COUNTY**

COUNTY shall be responsible for advertising the auction the auction sale, providing staff /cashiers, office supplies and other necessary supplies needed to conduct the auction.

**VI. ADDITIONAL PROVISIONS**

A. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of COUNTY. CONTRACTOR is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. CONTRACTOR assumes responsibility for its personnel who provide services pursuant to this contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. CONTRACTOR is free to

perform the same or similar services for others.

B. Termination: The Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; or (b) upon mutual written consent by both parties.

C. Entire Agreement: The Agreement, (4 pages) represent the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

D. Assignment: Neither the Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

E. Modification: The Agreement and this shall be modified only by a written agreement, duly executed by all parties hereto.

F. Invalidity: If any provision of the Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable.

G. Contingencies: CONTRACTOR certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with the Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of the Agreement.

H. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of the Agreement because of race, color, gender, creed, handicapping condition, or national origin.

I. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

J. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including Wyo. Stat. § 1-39-101 *et seq.*, by entering into this Agreement. Further, COUNTY fully retains 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 Agreement.

K. Indemnification: CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with the negligence of the CONTRACTOR. CONTRACTOR shall carry liability

insurance sufficient to cover its obligations under this provision.

L. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and the Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in the Agreement shall operate only between the parties, and shall inure solely to the benefit of the parties to the Agreement.

M. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the Agreement and described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from this Agreement shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.

N. Force Majeure: Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

O. Limitation on Payment: COUNTY's obligations are conditioned upon the availability of funds which are appropriated or allocated for the obligations. If funds are not allocated and available for the continuance of performance required pursuant to this Agreement, the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services which will or may be effected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future obligations due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

P. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

Q. 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 CONTRACTOR and to COUNTY in executing this Agreement. This provision is not intended

nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement.

LARAMIE COUNTY, WYOMING

By: K.N. Buck Holmes Date 5/29/18  
K.N. Buck Holmes, Chairman, Laramie County Commissioners

ATTEST:

By: Debra K. Lee Date 5/30/18  
Debra Lee, Laramie County Clerk

CONTRACTOR: Brian Grzegorzczuk

By: [Signature] Date 22 May 18  
Title: \_\_\_\_\_

This Agreement is effective the date of the last signature affixed to this page.

REVIEWED AND APPROVED AS TO FORM ONLY

By: [Signature] Date 5/30/18  
Gladys Ayokosok  
Deputy Laramie County Attorney