

EQUIPMENT/ELECTRICITY CONTRACT
Laramie County, Wyoming/Gloria Merrill

THIS AGREEMENT made and entered into by and between Laramie County, Wyoming, P.O. Box 608, Cheyenne, WY 82003-0608 (COUNTY), and Gloria Merrill, c/o Laramie County Public Works, 13797 Prairie Center Circle, Cheyenne, WY 82009 (SUPPLIER).

IN CONSIDERATION of the mutual covenants and obligations expressed herein, it is agreed by and between the parties hereto:

1. This Agreement shall commence July 1, 2020, and remain in full force and effect until June 30, 2021.

2. SUPPLIER agrees to provide electricity on an as-needed basis to heat Laramie County Public Works equipment as located on or near the property of SUPPLIER.

3. Upon presentation of a properly executed Laramie County voucher, COUNTY shall pay SUPPLIER the sum of \$284.00 for providing electricity hereunder.

4. SUPPLIER agrees and understands that SUPPLIER has the ability to park the equipment subject to this Agreement, at a location other than their residence or personal property and that parking said equipment on their personal property is not a condition of employment or a job requirement. SUPPLIER acknowledges that Laramie County is willing to arrange a location other than SUPPLIER's personal property to park the equipment when it is not in use. SUPPLIER further acknowledges that in the event he or she chooses to park said equipment on their own personal property, they do so at their own risk. Further, having decided to park the equipment on property that they own or are in control of, SUPPLIER agrees, to the fullest extent permitted by law, 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 parking of the equipment on their personal property or property that they own or control.

5. General Provisions

(A) This Agreement may not be assigned or subcontracted by SUPPLIER without the express written permission of COUNTY, and any assignment or subcontracting of any of the duties, obligations or rights under this Agreement by SUPPLIER without the required express written consent shall constitute a breach.

(B) This Agreement represents the entire and integrated Agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements whether written or oral.

(C) Each and every term and condition hereof shall be deemed to be a material element of the Agreement. In event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default hereof.

(D) All parties agree they will not discriminate against any person working under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition or national origin.

(E) To the fullest extent permitted by law, SUPPLIER 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 this Agreement except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY. SUPPLIER shall maintain liability insurance for the term of this Agreement sufficient to cover its obligations under this paragraph and provide County with proof of such insurance.

(F) The parties agree all covenants, agreements, conditions, and terms contained in this Agreement shall be binding upon, apply and inure to the benefit of the successors and assigns of the respective parties hereto.

(G) 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 provision of this 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 the provisions of the Agreement are fully severable.

(H) If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suitor 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 parties hereby waive any objection a suit or proceeding brought in the foregoing forum is brought in an improper or inconvenient forum or otherwise should be heard in any other forum for any reason including, without limitation, insufficiency in the service of process.

(I) COUNTY does not waive its Governmental Immunity, as provided by any applicable law including W.S. § 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.

(J) COUNTY and SUPPLIER affirm, to their knowledge, no County employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of SUPPLIER 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.

(K) 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 limited 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.

(L) 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 delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

(M) 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 parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this agreement, or to bring action for breach of this Agreement. This provision is not intended to waive COUNTY's sovereign immunity in any way and shall not be construed to waive COUNTY's sovereign immunity in any way.

LARAMIE COUNTY, WYOMING
BOARD OF COMMISSIONERS

By: _____
Chairman

Date: _____

ATTEST:

Debra Lee, Laramie County Clerk

Date: _____

By: Gloria Merrill
Gloria Merrill, Supplier

Date: 7-27-21

Reviewed and approved as to form:

Mark T. Voss
Mark T. Voss, Laramie County Attorney

Date: 7/23/21