

050215-07

AGREEMENT FOR USE OF COUNTY PROPERTY BUILDINGS AND GROUNDS
Laramie County Fair Board / Laramie County Wyoming

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, P.O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and the Laramie County Fair Board 310 West 19th Street Suite 410, Cheyenne, Wyoming 82001 (BOARD)

WHEREAS Laramie County is the sole owner of the 876 acre Archer Research Station property, located in Sections 27 and 28 Township 14 North, Range 65 West of the 6th PM, Laramie County, Wyoming (hereinafter referred to as the "Archer Property"). BOARD desires to make use of certain properties and grounds at the Archer Property in carrying out BOARD activities including the use of residential buildings on the premises (hereinafter "Residence(s)") as a residence for a caretaker (hereinafter "tenant") who will perform work and services for BOARD and for purposes of rental to a tenant in connection with BOARD's use of certain areas and buildings on the Archer Station property.

NOW THEREFORE IT IS HEREBY AGREED by and between COUNTY and BOARD as follows:

I. Term of Agreement

A. This Agreement shall commence on the date the last signature is affixed to this Agreement, and shall remain in full force and effect until terminated as provided herein.

II. Responsibilities of COUNTY

A. COUNTY shall allow BOARD, pursuant to the terms of this Agreement, to make use of certain buildings, fixtures and grounds at the Archer property for the purposes of carrying out Fair Board activities. Said properties, fixtures and grounds to be only those listed in Attachment 'A' and in the area delineated in Attachment 'B' to this Agreement which are fully incorporated herein.

B. COUNTY will allow BOARD, pursuant to the terms of this Agreement, to rent the Residences located at the Archer Property to tenants, one of whom shall be employed by the BOARD in connection with the use of the Archer property.

III. Responsibilities of Board

A. BOARD shall use only those buildings, fixtures and grounds on the Archer Property as described in Attachment A and B to this Agreement. BOARD shall be solely liable and responsible for the payment of all utility charges accrued in connection with the use of the buildings fixtures and grounds.

B. BOARD is responsible for and shall pay to repair all damages caused by BOARD's employees, agents, tenants and invitees of third parties present on the property as a result of BOARD activities to any buildings, fixtures and grounds on the Archer property as a result of the use pursuant

C. Laramie County Planning

COPY OF RECORD

to this Agreement.

C. If necessary, BOARD shall clean all areas, fixtures or buildings which are used pursuant to this Agreement and upon termination of this Agreement shall leave the buildings, fixtures and grounds in the state they were at prior to the commencement of this Agreement.

D. If the BOARD rents either of the residences to any employee or agent of the BOARD or other tenant BOARD shall execute a written agreement with the prospective tenant(s)/employee(s). Prior to the entry of any tenant or employee to the Residence said Agreement shall be approved as to form by the Laramie County Attorney's office. In addition to all rights pursuant to this Agreement COUNTY retains the right and authority to approve entry by and evict any tenant or employee/tenant of the Residences. BOARD may retain funds generated by the rental of a residence to a tenant in order to offset the payment of utility fees or other charges associated with the use of the property pursuant to this Agreement.

E. BOARD warrants and agrees that it shall ensure that any tenant, renter or employee of BOARD using the Residences commits no waste, damage or other impairment to the use and function of the residences, thier fixtures, utilities or grounds.

F. BOARD understands and warrants that any tenant of a Residence, employed by BOARD shall be allowed to reside in the Residence at the sufferance of the BOARD and in connection with tenant's duties as BOARD's employee. Upon completion of said duties or upon termination of said employment by BOARD or upon modification or termination of this Agreement any tenant and/or employee of the BOARD, whether the tenants is an employee of the BOARD or not, shall vacate the premises of Residence within five (5) days of notice to vacate by either BOARD or COUNTY. Any failure to vacate said premises may result in BOARD or COUNTY taking any legal action they, in their discretion, find appropriate to remove the tenant and to recoup any losses suffered by reason of the tenant's actions or holding over.

G. The BOARD warrants and understands that any tenant of the Residence who is an employee or agent of the BOARD is an employee of the BOARD, not COUNTY. BOARD will make all deductions required of employers by state, federal and local laws

H. BOARD's use of the fixtures, buildings or grounds, including the Residence on the Archer property shall not be conducted in such a manner as to interfere with any other person or entities use of the Archer property as authorized by COUNTY, including, but not limited to, the use of a structure and property by the Laramie County Conservation District

I. BOARD shall reimburse COUNTY for all costs to maintain and provide current utilities services to the residence or other buildings used pursuant to this Agreement during the term of this Agreement. All payments of sums due COUNTY under this Agreement shall be made at the Laramie County Treasurer's Office, 309 West 20th Street, Cheyenne, Wyoming.

J. BOARD agrees and understands that COUNTY is currently in the process of evaluating and deciding on the future uses of the Archer property. Should any plans or decisions by COUNTY

in regard to the use of the Archer property require the modification, limitation or termination of this Agreement, BOARD agrees that COUNTY may so limit, modify or terminate this Agreement in addition to any other remedies or provisions allowed under this pursuant to this Agreement.

K. Neither BOARD nor its employees, agents or invitees shall use nor occupy the buildings or grounds of the Archer property or any part thereof for any unlawful, or hazardous purpose. BOARD agree to use the buildings, fixtures and grounds pursuant to this Agreement in full compliance with all state, federal and local laws, rules and regulations.

L. BOARD may, with COUNTY's prior written approval and at BOARD's own expense, make alterations, additions, or improvements in and to the buildings fixtures and grounds. Any alterations or additions shall be performed in a workmanlike manner and in accordance with all applicable codes and regulations, and such alterations, additions, or improvements shall not weaken or impair the structural strength or lessen the value of the buildings fixtures or grounds. Any improvements to the building made by BOARD shall become part of the property and the sole property of COUNTY.

IV. General Provisions

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

B. Independent Entities: COUNTY, and BOARD are independent entities and their employees or volunteers are not to be considered agents or employees of the other. Actions performed by BOARD pursuant to this agreement are those of an independent agent and not those of an employee of the COUNTY

C. Entire Agreement: This Agreement (6 pages) and Attachment 'A' (1 page) and Attachment 'B' (1 page) represents 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 this 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: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

F. Invalidity: 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 that the provisions of this Agreement are fully severable.

G. Venue: 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. Nothing in this clause shall be interpreted or construed to waive COUNTY or BOARD's assertion of governmental immunity.

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

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

J. 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, and each party further agrees to indemnify, release, save and hold harmless the other and their officers, agents and employees from any causes of action or claims or demands arising out of the failure of that party in performing this Agreement to comply with the requirements, responsibilities and/or duties as such are set forth in the Americans With Disabilities Act and/or properly promulgated rules and regulations related thereto.

K. Governmental Immunity: Neither COUNTY nor BOARD waives its governmental immunity provided by any law, including W.S. § 1-39-101 *et seq.*, by entering into this Agreement and COUNTY and BOARD fully retain all immunities and defenses provided by law with regard to any action based upon this Agreement. Further, COUNTY and BOARD do not waive their governmental immunity under contract, tort or any other applicable theory of law by entering into this Agreement.

L. Conflict of Interest: BOARD affirms, to its knowledge, no BOARD employee has any personal beneficial interest whatsoever in the Agreement described herein. No staff member or employee of BOARD, compensated either partially or wholly with funds or other considerations from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.

M. 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.

N. 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 to such party. A party may change its address for notice hereunder by giving written notice to the other party.

O. Indemnification: BOARD agrees to defend 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

P. Third Party Beneficiary: 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 either COUNTY or BOARD'S governmental immunity in any way and shall not be construed to waive COUNTY or BOARD's governmental immunity in any way.

Q. Termination: This Agreement may be terminated (a) by COUNTY at any time for failure of BOARD party to comply with the terms and conditions of this agreement; (b) by any party, with thirty (30) days prior written notice to all other parties; or (c) upon mutual written agreement by all parties.

R. Availability of funds: (omitted)

S. Compliance with Law Both parties shall fully adhere to all applicable local, state, and federal laws.


T. Understanding and acceptance By their execution each party certifies it has read and understood this Agreement, agrees to be bound by the terms hereof, they have the authority to execute and bind, and have received a signed and dated copy of the agreement.

U. Successors and assigns 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.

S. Compliance with Laws: BOARD shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

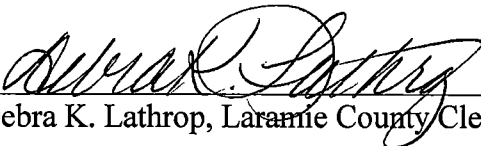
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Laramie County Fair Board / Laramie County Wyoming
Signature page

LARAMIE COUNTY, WYOMING

By: 
Diane Humphrey
Chairman, Laramie County Commissioners


Date 2-15-05

ATTEST:

By: 
Debra K. Lathrop, Laramie County Clerk

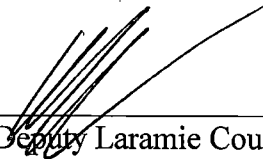
Date 2-16-05

LARAMIE COUNTY FAIR BOARD

By: 
Chairman

Date 2-2-05

APPROVED AS TO FORM ONLY:


Mark Voss, Deputy Laramie County Attorney

Date 1/21/05

Attachment

A

January 14, 2005

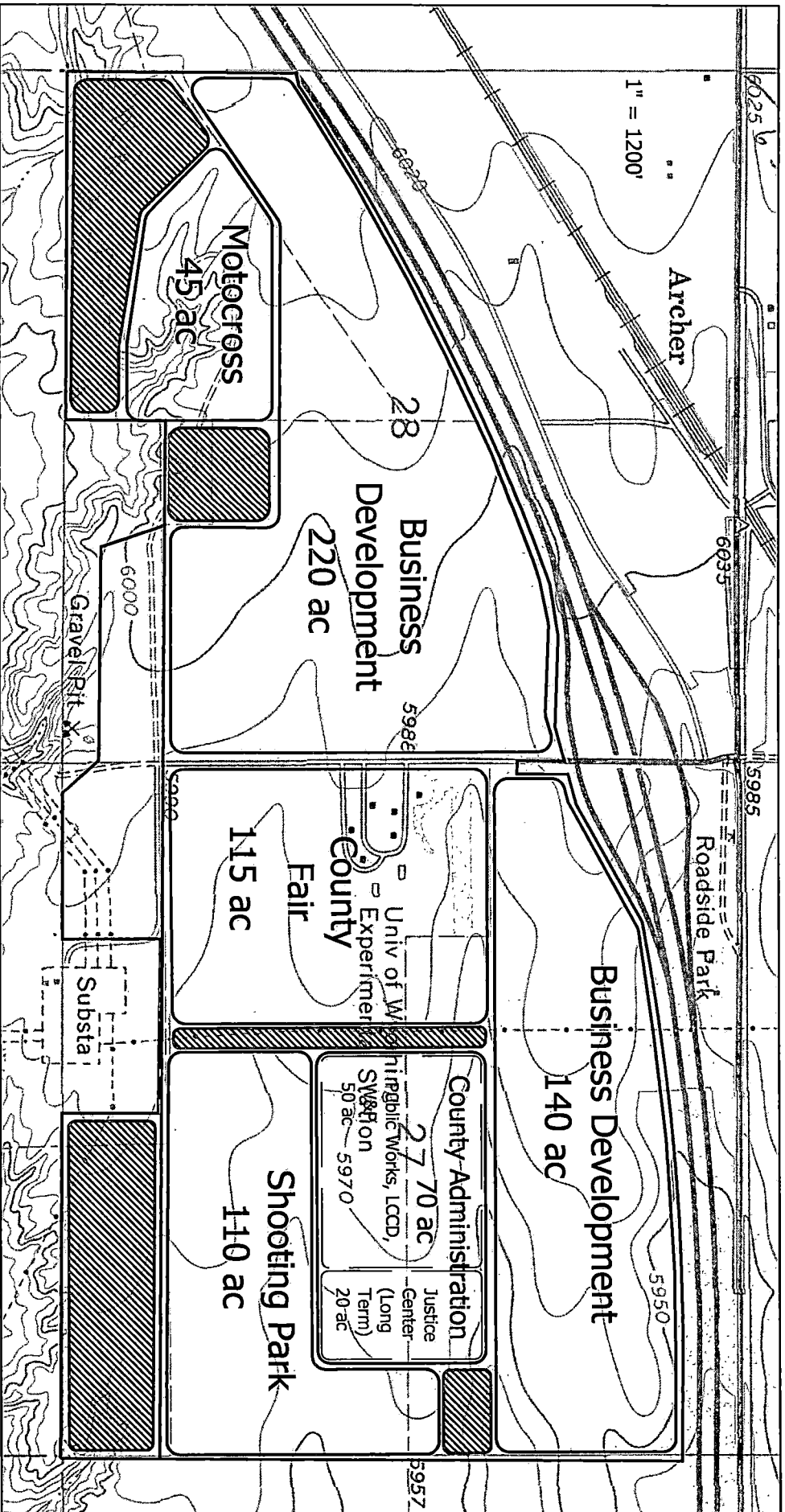
"Attachment A"

Fair Board request for building and land usage at Archer Research Station.

- Maintenance Shop-maintenance use and storage
- Office Building-Fair Office
- Small Shop-Paint Shop
- Sheep Barn-4-H and Community use
- New Pole Barn-Storage
- Bunk House-Storage or possible Demolition
- Weather Station-U.S Weather Reports
- Residence # 1- Caretaker House
- Residence # 2- Possible rental or Office Space
- 115 acres for building and expansion of County Fair

Attachment

B



"B" Alternative (Initial Committee Mtg., Feb 22)

LARAMIE COUNTY CLERK BOARD OF COUNTY COMMISSIONERS AGENDA ITEM PROCES

1. DATE OF PROPOSED ACTION: 2/15/2005

2. AGENDA ITEM: ☐ Appointments ☐ Bids/Purchases ☐ Claims
☐ Contracts/agreements/leases ☐ Grants ☐ Land Use: Variances/Board App/Plats
☐ Proclamations ☐ Public Hearings/Rules & Regs ☐ Reports & Public Petitions
☐ Resolutions ☐ Other _____

3. DEPARTMENT: LARAMIE COUNTY FAIR BOARD

4. APPLICANT: Yvonne Ware, Laramie County Fair Board

5. DESCRIPTION: Consideration of an agreement to make use of certain buildings, fixtures and grounds at the Archer property for the purposes of carrying out Fair Board activities. This agreement shall be between the Laramie County Fair Board and Laramie County Wyoming.

Amount: From: To:

6. DOCUMENTATION: (2) Original(s) and (4) copies

<u>Commissioner</u>	<u>Clerks Use Only:</u>
Humphrey_____	<u>Signatures</u>
Knudson_____	Co Attny _____
Ketcham_____	Assist Co Attny _____
Action _____	Grants Manager_____
Postponed/Tabled_____	Outside Agency_____