

LEASE AGREEMENT
between
LARAMIE COUNTY, CHEYENNE-LARAMIE COUNTY HEALTH DEPARTMENT &
DR. LUCASE WANG

THIS LEASE AGREEMENT is made and entered into by and between Laramie County, Wyoming, P.O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY"), Cheyenne-Laramie County Health Department and Dr. Lucase Wang, P.O. Box 371124, Denver, CO 80237, a contractor for Wyoming Workforce Services, Cheyenne, Wyoming 82001 ("LESSEE"). The parties agree as follows:

I. PURPOSE

A. COUNTY is the sole owner of the Cheyenne-Laramie County Health Department Building (hereinafter referred to as "the Building"), located at 100 Central Avenue, Cheyenne, Wyoming. LESSEE desires to lease a portion of the Building to provide medical examinations and assessments to clients for Wyoming Workforce Services.

B. In consideration of LESSEE's representations and in LESSEE's payment of the rent and performance of the other provisions of this Lease Agreement, COUNTY leases to LESSEE exam rooms 147 and 149, waiting and reception areas, and other spaces located within the building, designated by the Executive Director. LESSEE shall have access to the Building from 8:00 a.m. until 5:00 p.m., once per month, on days mutually agreed upon by the Cheyenne-Laramie County Health Department and Dr. Lucase Wang.

II. TERM

This Lease Agreement shall commence on July 1, 2019, or the date last executed by the duly authorized representatives of the parties to this Lease Agreement, whichever is later, and shall remain in full force and effect until June 30, 2020.

III. PAYMENT

During the term of this Lease Agreement, LESSEE shall pay Seven Hundred Fifty Dollars (\$750.00) rent per year, in payments of One Hundred Eighty Seven Dollars and Fifty Cents (\$187.50) in advance, on the first day of each quarter year commencing with the commencement date of this Lease Agreement. All payments of rent or other sums due LESSOR under this Lease Agreement shall be made to the Laramie County Treasurer's Office, located at 309 West 20th Street, Cheyenne, Wyoming.

IV. RESPONSIBILITIES OF LESSEE

A. LESSEE shall use only those parts of the Building essential for Dr. Wang to provide medical examinations and assessments for the Wyoming Workforce Services.

B. LESSEE is responsible for and shall pay for or repair any damage to the building and to any fixtures and equipment in or on the premises of the Building, caused by LESSEE's employees, agents, patients or customers.

C. After each use of the building pursuant to this Lease Agreement, LESSEE shall clean all areas of the Building which are used pursuant to this Lease Agreement and shall leave the Building in the state it was in prior to the commencement of the use. LESSEE's responsibilities under this provision include, but are not limited to emptying all trash and refuse, and sanitizing and cleaning all surfaces and equipment used by LESSEE.

V. COUNTY'S RESPONSIBILITIES

A. COUNTY and the Cheyenne-Laramie County Health Department shall allow LESSEE to use exam rooms 147 and 149, and waiting and reception areas and other spaces located within the Building, as designated by the Executive Director. LESSEE shall have access to the Building from 8:00 a.m. until 5:00 p.m., once per month, on days mutually agreed upon by the parties.

B. COUNTY and the Cheyenne-Laramie County Health Department will permit LESSEE to use non-consumable durable medical equipment in exam room 148, waiting and reception areas, and other spaces, as designated by the Executive Director, so long as the equipment is properly maintained, cleaned, and sanitized. LESSEE shall replace or repair all durable equipment damaged during LESSEE's use of the equipment.

C. COUNTY's and the Cheyenne-Laramie County Health Department's only obligations to LESSEE are contained in the express language of this Lease Agreement and neither COUNTY nor the Cheyenne-Laramie County Department of Health will provide LESSEE with any additional services or equipment.

VI. SPECIAL PROVISIONS

A. LESSEE shall not, without COUNTY's prior written approval and at LESSEE's own expense, make alterations, additions, or improvements in and to the building. Any alterations shall be performed in a workmanlike manner and shall not weaken or impair the structural strength or lessen the value of the building. Any improvements to the building made by LESSEE shall become part of the building and the sole property of COUNTY.

B. LESSEE shall not use or occupy the building or any part thereof for any unlawful or ultra-hazardous purpose. LESSEE agrees to use the building in full compliance with all state, federal and local laws, rules and regulations and with all City ordinances.

VII. GENERAL PROVISIONS

A. Independent Contractor: The services to be performed by LESSEE are those of an independent contractor and not as an employee of COUNTY or the Cheyenne-Laramie County Health Department. LESSEE is not eligible for Laramie County or Cheyenne-Laramie County Health Department Employee benefits and will be treated as an independent contractor for federal tax filing purposes. LESSEE 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. LESSEE is free to perform the same or similar services for others.

B. Acceptance Not Waiver: No waiver by COUNTY of any breach or default by LESSEE in the performance of any of the provisions, agreements or covenants hereunder shall be construed as a waiver of such provision, agreement or covenant or of any other or subsequent breach thereof.

C. Termination: This Lease 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 Lease Agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

D. Entire Agreement: This Lease Agreement (6 pages) and the Insurance Summary of Coverage (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.

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

F. Modification: This Lease Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

G. Invalidity: If any provision of this Lease 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 Lease Agreement are fully severable.

H. Applicable Law and Venue: The parties mutually understand and agree this Lease 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 Lease 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 LESSEE and to COUNTY in executing this Lease Agreement. This provision is not intended nor shall it be construed to waive the governmental immunity of either the COUNTY or the Cheyenne-Laramie County Health Department (OPTIONAL: or other governmental entity Lessee) as provided in this Lease Agreement.

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

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

K. 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 Lease 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.

L. Governmental/Sovereign Immunity: Neither the COUNTY nor the Cheyenne-Laramie County Health Department waives its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Lease Agreement. Further, COUNTY and the Cheyenne-Laramie County Health Department fully retain 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 Lease Agreement.

M. Indemnification: To the fullest extent permitted by law, LESSEE agrees to indemnify and hold harmless COUNTY and the Cheyenne-Laramie County Board of Health, their 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 Lease Agreement or arising from LESSEE's use of the building except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or the Cheyenne-Laramie County Board of Health or their employees. LESSEE shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance. Further, LESSEE shall notify COUNTY, sixty (60) days prior to termination or any change to its liability insurance.

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

O. Conflict of Interest: COUNTY, the Cheyenne-Laramie County Board of Health and LESSEE affirm, to their knowledge, no LESSEE employee has any personal beneficial interest whatsoever in the Lease Agreement described herein. No staff member of LESSEE,

compensated either partially or wholly with funds from this Lease Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Lease Agreement.

P. Force Majeure: Neither party shall be liable to perform under this Lease 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.

Q. Limitation on Payment: (omitted)

R. Notices: All notices required and permitted under this Lease 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.

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& DR. LUCASE WANG

Signature Page

LARAMIE COUNTY, WYOMING

By: _____
Linda Heath, Chairman, Laramie County Commissioners

Date _____

ATTEST:

By: _____
Debra Lee, Laramie County Clerk

Date _____

CHEYENNE-LARAMIE COUNTY BOARD OF HEALTH

By: Carrie Deselms Date 5/21/19
Carrie Deselms
Chairman

LESSEE

By: [Signature] Date 5/31/19
Dr. Lucase Wang, MD

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By: [Signature]
Gladys Ayokosok, Deputy
Laramie County Attorney

Date 5/21/19