

**LEASE BETWEEN ALBANY COUNTY, WYOMING, AND CITY OF LARAMIE,  
WYOMING, FOR FIRE TRAINING CENTER**

**1.0 Parties.** This agreement (“Lease”) is made effective July 1, 2020, between the Board of County Commissioners of Albany County, Wyoming (“County”) and the City of Laramie, Wyoming, by the City Council of Laramie, Wyoming (“City”) (collectively “Parties”).

**WHEREAS,** the City is the owner of a building which is currently utilized for a fire training center which is located on Premises owned by the County.

**WHEREAS,** the City desires to design and construct a new live-burn training building and improvements to the multi-story drill training tower (hereinafter referred to as “Project”) on the County’s Premises.

**WHEREAS,** in August 2018, Albany County voters passed a Specific Purpose Optional Sales Tax to fund the proposed Project

**WHEREAS,** the County is desirous of entering a Lease Agreement with the City for the use of land for the Project on the terms and conditions set forth herein.

**NOW THEREFORE,** for and in consideration of the Recitals, Covenants and conditions hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

**2.0 Lease of Premises.** The County does hereby lease, let, and demise unto City the Real Property described in Exhibit 1, which is attached hereto and incorporated by this reference (“Premises”) for the location of City’s fire training center.

**3.0 Term of Lease.** This Lease begins on July 1, 2020 and terminates on June 30, 2119, unless extended or terminated earlier by a written agreement signed by both parties.

**4.0 Lease Payment.** There shall be no rent paid by City to County for the time period of this Lease in exchange for City facilitating to the best of its ability the use of the Premises by Albany County Fire District personnel for the purpose of State of Wyoming firefighter certification training.

**5.0 Use of Premises.**

**5.01.** City may use the Premises only for the purpose of constructing, maintaining, and operating a Fire Training Center and associated activities. The Fire Training Center is to be used only by the City and, from time to time, other agencies invited by the City. If the City wishes to use the Premises for other than the above, it must have the written permission of the County.

**5.02** City may, from time to time, allow regional fire departments and districts and other specialized agencies to use the facilities on the Premises for the purpose of training and/or instruction. Any such use of the Fire Training Center shall be scheduled and facilitated by the City and shall be supervised solely by the City.

**6.0 Construction of Fire Training Center and County Support.**

**6.01.** County understands and agrees City may, from time to time, construct or alter buildings or other permanent fixtures on the Premises, and otherwise alter the Premises, in order to operate and maintain the Fire Training Center. Since the Premises is within the City of Laramie, as the City constructs upon or alters the Premises, County understands the City may need to apply for various permissions or permits from the City of Laramie or other governmental entities for that activity, and County, as Premises owner, agrees to support and agree to those applications, and agrees that a copy of this Lease is sufficient proof of the County's support of and agreement with such applications. If further confirmation is needed, the County agrees to submit separate support and agreement, in writing if need be, for those applications.

**6.02.** County understands and agrees that all construction on or alteration of the Premises during the term of this Lease is at the sole discretion of the City, and the County shall have no role or say in that construction or those alterations.

**6.03.** City understands and agrees that the cost of all construction on and alterations of the Premises shall be borne entirely by the City, and the County has no obligation to contribute financially to that construction or alteration, the operation of the Fire Training Center, or any expenses involved in seeking approvals or permits from governmental entities or any other body for that operation.

**7.0 General Responsibilities of City.**

City shall during the term of this Lease:

**7.01.** Keep the Premises and its improvements in good condition.

**7.02.** Pay the cost of all utilities and taxes charged against the Premises when those are due.

**7.03.** Operate the Premises and the Fire Training Center in compliance with all Federal, State and local laws and regulations, and not allow the Premises to be used in violation of those laws and regulations.

**7.04.** Be solely responsible for all maintenance on and repairs to the Premises.

**7.05.** Immediately satisfy or act to extinguish liens filed against the Premises.

**7.06.** Not sublet the Premises or any portion of it without the written consent of the County. Notwithstanding this, City may without written consent of the County enter short term rentals with, or collect fees for short term use from, other agencies for use of the Fire Training Center.

**7.07.** City is responsible for insuring its personal property and buildings on the Premises. The City shall also maintain general liability insurance for its operations in the amount it does for the City's other similar operations.

## **8.0 General Provisions.**

**8.01. Consent Of Assignment.** City hereby acknowledges that the County may assign its rights and obligations under this Lease to any other entity and consents to the assignment of the County's right, title and interest of Lease to any other entity. The City shall remain fully liable for the responsibilities, obligations and performance of the covenants under this lease.

**8.02. No Encumbrances.** A pledge, mortgage or other security interest may not be executed by County which impairs or encumbers the City's interests in this Lease or any leasehold improvements without the approval of the City. Such approval shall not be unreasonably withheld by the City.

**8.03. Benefit.** This lease and all of its terms, provisions and conditions shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, administrators, executors and assigns.

**8.04. Amendments.** Any changes, modifications, revisions or amendments to this Lease are only effective if contained in a written document signed by both parties, which document specifically states it is altering this Lease.

**8.05. Applicable Law/Venue.** The interpretation and enforcement of this Lease shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Lease and the parties, and the venue shall be the Second Judicial District, Albany County, Wyoming

**8.06. Notices.** All notices arising out of this Lease shall be in writing, delivered by hand, mail, or electronic means to, for the County, the Chair of the County Commission and the County Attorney and, for the City, to the City Manager and the Mayor.

**8.08. Force Majeure.** Neither party shall be liable for failure to perform under this lease 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, act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight

embargoes, and unusually severe weather. The 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 event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

**8.09. Assumption of Risk/Indemnification.** City shall assume all risks and liabilities, whether or not covered by insurance, for loss or damage to the leased Premises, in any manner arising out of or incidental to City's possession, use, enjoyment, operation or condition of the leased Premises, whether such injuries or death result with respect to agents or employees or City or of third parties, and whether such Premises damage is to City's Premises, County's Premises or the Premises of others. City assumes responsibility for and agrees to indemnify, protect, save and hold harmless County from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorney's fees) and negligence of whatever kind and nature, imposed on, incurred by, or asserted against County which in any way relates or arises out of City's possession, use, enjoyment, operation, or condition of the leased Premises unless caused by County or its agents.

**8.10. Sovereign Immunity.** County and City do not waive sovereign immunity by entering into this Lease, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming statutes and all other law.

**8.11. 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 Lease shall not be construed so to create such status. The rights, duties and obligations contained in this Lease shall operate only between the parties to this Lease, and shall inure solely to the benefit of the parties to this Lease. The provisions of this Lease are intended only to assist the parties in determining and performing their obligations under this Lease. The parties to this Lease intend and expressly agree that only parties signatory to this Lease shall have any legal or equitable right to enforce this Lease, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Lease, or to bring an action related to this Lease.

**8.12. Time is of the Essence.** Time is of the essence in all provisions of the Lease.

**8.13. Severability.** Should any portion of this Lease be judicially determined to be illegal or unenforceable, the remainder of this Lease shall continue in full force and effect and either party may attempt to re-negotiate the terms affected by the severance.

**8.14. Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Lease.

**8.15. Waiver.** The waiver of any breach of any term or condition in this Lease shall not be deemed a waiver of any prior or subsequent breach.

**8.16. Entirety of Lease.** This Lease, consisting of (x) pages and Exhibit A, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether oral or written.

**IN WITNESS WHEREOF**, the County has caused this Agreement to be signed and executed in its behalf by its Chairperson, and duly attested by its County Clerk, and the Laramie City Council has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk the day and year first written above.

**CITY OF LARAMIE, WYOMING:**

By: \_\_\_\_\_  
Joe Shumway, Mayor and President of the  
City Council

Attest: \_\_\_\_\_  
Nancy Bartholomew, City Clerk

**BOARD OF COMMISSIONERS OF THE COUNTY OF ALBANY, WYOMING:**

By: \_\_\_\_\_  
Terri Jones, Chairperson

Attest: \_\_\_\_\_  
Jackie Gonzales, County Clerk