

**CONTRACT BETWEEN
WYOMING STATE PARKS AND CULTURAL RESOURCES,
AND
LARAMIE COUNTY AND THE CITY OF CHEYENNE**

1. **Parties.** The parties to this Contract are Wyoming State Parks and Cultural Resources (Agency), whose address is 2301 Central Avenue, Barrett Building, 4th Floor, Cheyenne, WY 82002, and Laramie County whose address is 310 West 19th Street, Cheyenne, WY 82001, and the City of Cheyenne (VC0000086431) whose address is 2101 O'Neil Avenue, Cheyenne, WY 82001 (Subgrantees)
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Subgrantees shall expend Semiquincentennial Grant Program funds for the Student Exploration of the Revolutionary War Ideals and Wyoming's Unique Role in the American Story project.
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from Effective Date through September 30, 2026. The project performance period is through June 30, 2026.
4. **Payment.**

- A. The Agency agrees to pay the Subgrantees as described in Attachment A, which is attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed twelve thousand seven hundred ten dollars (\$12,710.00). Payment in the amount of eleven thousand four hundred thirty-nine dollars (\$11,439.00) shall be made upon execution of this contract, and the remaining one thousand two hundred seventy-one dollars (\$1,271.00) will be paid upon completion of the project, and submission and approval of the final report.

The Agency acknowledges and agrees that the Subgrantees intend to allocate the grant funds to the Cheyenne and Laramie County America 250 Commission, an organization jointly formed by the Subgrantees, to assist in administering the project described in Attachment A. The Commission may carry out certain project activities or coordinate with other individuals or organizations to do so. However, notwithstanding this arrangement, the City of Cheyenne and Laramie County shall remain solely and fully responsible to the Agency for ensuring compliance with all terms, conditions, and performance obligations of this Contract, regardless of any delegation or third-party involvement.

- B. No payment shall be made for work performed before the Effective Date of this Contract. Should the Subgrantees fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Subgrantees performs their duties and responsibilities to the satisfaction of Agency.

- C. Except as otherwise provided in this Contract, the Subgrantees shall pay all costs and expenses, including travel, incurred by Subgrantees or on its behalf in connection with Subgrantees' performance and compliance with all of Subgrantees' obligations under this Contract.

5. **Responsibilities of Subgrantees.** The Subgrantees agree to:

- A. Expend grant funds for the referenced Semiquincentennial Grant Program project.
- B. Submit final report no later than August 31, 2026.

6. **Responsibilities of Agency.** The Agency agrees to:

- A. Pay Subgrantees in accordance with Section 4 above.
- B. Review final report in a timely manner.

7. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Contract, which are mutually agreed upon by the parties to this Contract, shall be incorporated by written instrument, executed by all parties to this Contract.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Assignment Prohibited and Contract Shall Not be Used as Collateral.** No party to this Contract shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other parties. The Subgrantees shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- D. **Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Subgrantees, which are pertinent to this Contract.
- E. **Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or

administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Subgrantees at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

- F. **Award of Related Contracts.** The Agency may award supplemental or successor contracts for work related to this Contract or may award contracts to other Subgrantees for work related to this Contract. The Subgrantees herein shall cooperate fully with other Subgrantees and the Agency in all such cases.
- G. **Compliance with Laws.** The Subgrantees shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
- H. **Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subgrantees in the performance of this Contract shall be kept confidential by the Subgrantees unless written permission is granted by the Agency for its release. If and when Subgrantees receive a request for information subject to this Contract, Subgrantees shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.
- I. **Entirety of Contract.** This Contract, consisting of nine (9) pages; and Attachment A, consisting of two (2) pages, represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.
- J. **Ethics.** Subgrantees shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Subgrantees' professions.
- K. **Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein.
- L. **Force Majeure.** Neither party shall be liable for failure to perform under this Contract 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, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe

weather. This 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 by the event, and takes all reasonable steps to minimize delays.

- M. Indemnification.** The Subgrantees shall release, indemnify, and hold harmless the State, the Agency, and their officers, agents, and employees from any and all claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Subgrantees' failure to perform any of Subgrantees' duties and obligations hereunder or in connection with the negligent performance of Subgrantees' duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Subgrantees' negligence or other tortious conduct.
- N. Independent Contractor.** The Subgrantees shall function as independent contractors for the purposes of this Contract and shall not be considered employees of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Subgrantees shall be free from control or direction over the details of the performance of services under this Contract. The Subgrantees shall assume sole responsibility for any debts or liabilities that may be incurred by the Subgrantees in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Subgrantees or their agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Subgrantees agree that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the Subgrantees or the Subgrantees' agents or employees as a result of this Contract.
- O. Nondiscrimination.** The Subgrantees shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract.
- P. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail or delivery in person at the addresses provided under this Contract.
- Q. Notice of Sale or Transfer.** The Subgrantees shall provide the Agency with notice of any sale, transfer, merger, or consolidation of the assets of the Subgrantees. Such notice shall be provided in accordance with the notices provision of this Contract and, when possible and lawful, in advance of the transaction. If the Agency determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of

the Subgrantees' obligations under this Contract, then the Agency may, at its discretion, terminate or renegotiate the Contract.

- R. **Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subgrantees in the performance of this Contract. Upon termination of services, for any reason, Subgrantees agrees to return all such original and derivative information and documents to the Agency in a usable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon Agency's verified receipt of such information, Subgrantees agree to physically and electronically destroy any residual Agency-owned data, regardless of format, and any other storage media or areas containing such information. Subgrantees agree to provide written notice to Agency confirming the destruction of any such residual Agency- owned data.
- S. **Patent or Copyright Protection.** The Subgrantees recognize that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Subgrantees or their subcontractors will violate any such restriction. The Subgrantees shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- T. **Prior Approval.** This Contract shall not be binding upon any party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).
- U. **Insurance Requirements.**
- (i) During the term of this Contract, the Subgrantees shall each maintain liability coverage through the Wyoming Association of Risk Management (WARM), a joint powers liability pool, in lieu of commercial general liability insurance. Coverage is provided subject to the terms, conditions, and limitations of the WARM coverage document, a copy of which shall be provided to Agency upon request.
 - (ii) All WARM liability coverage shall be primary over any insurance or self-insurance program carried by the Subgrantee or the State of Wyoming.
 - (iii) The Subgrantee shall provide Certificates of Liability Coverage issued by WARM to the Agency verifying the coverage required herein.

- (iv) WARM shall provide at least thirty (30) days advance written notice of cancellation to the Agency. A copy of the coverage certificate or equivalent documentation shall be provided to the Agency.
- (v) In case of a breach of any provision relating to Insurance Requirements or Insurance Coverage, the Agency may, at the Agency's option, obtain and maintain, at the expense of the Subgrantees, such coverage in the name of the Subgrantees as the Agency may deem proper and may deduct the cost of obtaining and maintaining such coverage from any sums which may be due or become due to the Subgrantees under this Contract.
- (vi) Nothing in this Contract shall be construed as a waiver of any immunity available to the Subgrantees under the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101 *et seq.*

V. **Insurance Coverage.** The Subgrantee shall obtain and maintain the following insurance and liability coverage in accordance with the Requirements set forth above:

- (i) Liability Coverage. Liability coverage shall be provided through the Wyoming Association of Risk Management (WARM), subject to the terms, conditions, and limitations of the WARM coverage document. The liability limits available are as follows:
 - (a) \$250,000 per claimant, as provided by Wyo. Stat. § 1-39-118;
 - (b) \$500,000 per occurrence, as provided by Wyo. Stat. § 1-39-118;
 - (c) \$16,000,000 per claim for claims brought solely under Federal Law pursuant to Wyo. Stat. § 1-39-118(b)(ii); and
 - (d) \$16,000,000 per claim for all other claims not brought under the Wyoming Governmental Claims Act.
- (ii) Workers' Compensation and Employer's Liability Insurance. Employees hired in Wyoming to perform work under this Contract shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program, if statutorily required. Employees brought into Wyoming from Subgrantees' home state to perform work under this Contract shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program or other state or private workers' compensation insurance approved by the Wyoming Department of Workforce Services, if statutorily required.

The Subgrantees shall each provide the Agency with a Certificate of Good Standing or other proof of workers' compensation coverage for all of its employees who are to perform work under this Contract, if such coverage is required by law. If workers' compensation coverage is

obtained by Subgrantees through the Wyoming Department of Workforce Services' workers' compensation program, Subgrantee shall also obtain Employer's Liability "Stop Gap" coverage through an endorsement to the COL policy required by this Contract, with minimum limits as follows:

- (a) Bodily Injury by Accident: \$1,000,000.00 each accident;
- (b) Bodily Injury by Disease: \$1,000,000.00 each employee; and
- (c) Bodily Injury by Disease: \$1,000,000.00 policy limit.

(iii) Unemployment Insurance. The Subgrantees shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. The Subgrantees shall each supply Agency with a Certificate of Good Standing or other proof of unemployment insurance coverage.

(iv) Automobile Liability Insurance. Automobile liability coverage shall be provided through WARM, with minimum limits of \$250,000 per claimant and \$500,000 per occurrence.

W. Publicity. Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Subgrantees, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval from the Agency.

X. Severability. Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

Y. Sovereign Immunity and Limitations. Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Contract and the Subgrantees each expressly reserve governmental immunity. Each party to this Contract specifically retains all immunities and defenses available to them as sovereigns or governmental entities. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the State of Wyoming and its agencies or instrumentalities to agree to certain terms and conditions supplied by the Subgrantees, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Contract, or in any attachments or documents incorporated by reference, will not be binding on the

State of Wyoming. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity or governmental immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity and governmental immunity.

- Z. Taxes.** The Subgrantees shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- AA. Termination of Contract.** This Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Contract may be terminated by the Agency immediately for cause if the Subgrantees fail to perform in accordance with the terms of this Contract. If at any time during the performance of this Contract, in the opinion of the Agency, the work is not progressing satisfactorily or within the terms of this Contract, then, at the sole discretion of the Agency and after written notice to the Subgrantees, the Agency may terminate this Contract or any part of it. As of the termination date, the Subgrantees will be entitled to a pro rata payment for all work accomplished and accepted by the Agency; however, the Subgrantees shall be liable to the Agency for the entire cost of replacement services for the duration of the Contract term.
- BB. 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 Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- CC. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- DD. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- EE. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- FF. Counterparts.** This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the Subgrantees of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

8. **Signatures.** The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

The Effective Date of this Contract is the date of the signature last affixed to this page.

AGENCY:

Wyoming State Parks and Cultural Resources

Nicholas L. Neylon, Deputy Director

Date

SUBGRANTEES:

City of Cheyenne

Patrick Collins, Mayor

Date

Kylie Soden, City Clerk

Date

Laramie County

Gunnar Malm, Chairman
Laramie County Commissioners

Date

Debra Lee, Laramie County Clerk

Date

REVIEWED AND APPROVED AS TO FORM ONLY

Laramie County Attorney's Office

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Jodi A. Darrough, Senior Assistant Attorney General

Date

ATTACHMENT A

CHEYENNE & LARAMIE COUNTY AMERICA 250 COMMISSION

PROJECT NARRATIVE

The Cheyenne and Laramie County America 250 Commission, in partnership with Laramie County School Districts No. 1 & No. 2 is proud to present an ambitious and impactful project aimed at commemorating America's Semiquincentennial and fostering a deep connection to our Revolutionary War heritage. As the least populous state, Wyoming has a unique opportunity to highlight its role in the broader American story, inspiring learning, gratitude, and civic pride. This initiative will leave a lasting legacy across Laramie County.

Project Overview

This project focuses on a series of engaging, educational activities for students from kindergarten through high school, emphasizing creativity, critical thinking, and a connection to the ideals of the Declaration of Independence. By tailoring initiatives to various age groups, the program ensures students across all grade levels can meaningfully explore the principles of freedom, equality, and democracy. Additionally, community-wide activities—including competitions, assemblies, and civic engagement projects—will unite residents and students in reflecting on our shared American heritage. Key activities include:

- **“What Freedom Means to Me” Bookmark Contest (Grades K-2):** Encouraging the youngest students to creatively express their understanding of freedom through original bookmark designs.
- **Declaration of Independence Escape Room Design (Grades 6-8):** A hands-on challenge where middle schoolers design puzzles based on the Declaration's ideals, combining historical knowledge with creative problem-solving.
- **Multimedia Challenge (Grades 9-12):** High school students will analyze the evolution of America's commitment to Revolutionary ideals, creating thought-provoking podcasts or video documentaries that connect history to current events.
- **School and Community-Wide Events:** These include Constitution Day activities such as a Declaration of Independence Door Decorating Contest, trivia games, and dress-up events, inspiring students and community members to engage with foundational American principles.

These activities align directly with America 250 themes by honoring the Revolutionary War's legacy, connecting its ideals to Wyoming's history, and fostering a greater appreciation for the freedoms we enjoy today. By engaging students, families, and educators, the project will spark meaningful conversations about civic responsibility and the enduring relevance of our nation's founding ideals.

Objectives

1. **Engage and Educate:** Inspire students and community members across Laramie County to learn about the Revolutionary War, the Declaration of Independence, and how these ideals shape our lives today.
2. **Foster Creativity:** Empower students to express their understanding of American principles through innovative and thought-provoking projects.
3. **Build Community:** Unite residents of all ages through shared events and celebrations, fostering a sense of pride in our shared heritage.
4. **Leave a Legacy:** Establish lasting educational resources, traditions, and community pride that will continue to benefit Laramie County beyond 2026.

Relevance to America 250 Themes

This project not only reflects Wyoming's contribution to national heritage but also inspires a renewed appreciation for the Revolutionary ideals of freedom and democracy. By engaging students and families, the program ensures that Wyoming, as the smallest state, plays a meaningful role in celebrating America's 250th anniversary. The project embraces inclusivity, inviting diverse perspectives through multimedia challenges and community-wide celebrations, ensuring that all voices in Cheyenne are heard in this historic moment.

Sustainability and Legacy

A fundamental goal of this project is to leave a lasting impact. Winning student projects will be shared on district websites, social media, and at the Laramie County Library, creating educational resources accessible to future generations. Additionally, community traditions established during the America 250 celebration, such as the door decorating contests and civic engagement activities, will hopefully remain as annual reminders of Wyoming's commitment to Revolutionary ideals. This project will instill a deep sense of pride and gratitude, leaving an enduring legacy for Cheyenne and beyond.

Budget

"What Freedom Means to Me" Bookmark Contest	\$250.00
Declaration of Independence Escape Room Activity	\$965.00
1776 Multimedia Challenge	\$3,700.00
K-6: Constitution Day/Declaration of Independence Decoration Contest	\$1,235.00
Junior High: K-6: Constitution Day Trivia / Jeopardy Assembly	\$1,760
High School: Great American Rights Tournament, Veterans Day Assembly, Civic Engagement Day	\$4,800.00
	TOTAL
	\$12,710.00

Timeline

Laramie County's school districts have already taken significant steps to design and plan the initiatives outlined in this proposal. Events will be organized within individual schools or across Laramie County School District schools by grade level in alignment with existing LCSD scheduling frameworks.

Management of Project

The initiatives above were designed by Reagan Kaufman, social studies and language coordinator for Laramie County School District No. 1. Ms. Kaufman is also the schools chair of the Commission. She will continue to engage Laramie County School District No 1 and No. 2 leadership and teachers to implement these initiatives.