

**CONTRACT BETWEEN
WYOMING STATE PARKS AND CULTURAL RESOURCES
AND
CONVERSE COUNTY**

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 Converse County (Subgrantee) (Vendor Number: VC0000086628), whose address is: 107 N. 5th Street, Suite #114, Douglas, WY 82633.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Subgrantee shall expend Semiquincentennial Grant Program funds for the Converse County Uncovered: Land, Life and Legacy 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 Subgrantee 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 ten thousand dollars (\$10,000.00). Payment in the amount of nine thousand dollars (\$9,000.00) shall be made upon execution of this contract, and the remaining one thousand dollars (\$1,000.00) will be paid upon completion of the project, and submission and approval of the final report.
 - B. No payment shall be made for work performed before the Effective Date of this Contract. Should the Subgrantee 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 Subgrantee performs its duties and responsibilities to the satisfaction of Agency.
 - C. Except as otherwise provided in this Contract, the Subgrantee shall pay all costs and expenses, including travel, incurred by Subgrantee or on its behalf in connection with Subgrantee's performance and compliance with all of Subgrantee's obligations under this Contract.
5. **Responsibilities of Subgrantee.** The Subgrantee agrees 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 Subgrantee 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.** Neither party 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 party. The Subgrantee 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 Subgrantee 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 Subgrantee 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 Subgrantee shall cooperate fully with other Subgrantees and the Agency in all such cases.

- G. Compliance with Laws.** The Subgrantee 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.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract shall be kept confidential by the Contractor unless written permission is granted by the Agency for its release. If and when Contractor receives a request for information subject to this Contract, Contractor 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 seven (7) pages; and Attachment A, consisting of three (3) 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.** Subgrantee 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 Subgrantee's profession.
- 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.** Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. Independent Contractor.** The Subgrantee shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Subgrantee shall be free from control or direction over the details of

the performance of services under this Contract. The Subgrantee shall assume sole responsibility for any debts or liabilities that may be incurred by the Subgrantee 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 Subgrantee or its 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 Subgrantee agrees 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 Subgrantee or the Subgrantee's agents or employees as a result of this Contract.

- O. Nondiscrimination.** The Subgrantee 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 Subgrantee shall provide the Agency with notice of any sale, transfer, merger, or consolidation of the assets of the Subgrantee. 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 Subgrantee's 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 Contractor in the performance of this Contract. Upon termination of services, for any reason, Contractor agrees to return all such original and derivative information and documents to the Agency in a useable 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.
- S. Patent or Copyright Protection.** The Subgrantee recognizes 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

Subgrantee or its subcontractors will violate any such restriction. The Subgrantee 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 either 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.** Contractor is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, et seq., and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, et seq., and shall provide a letter verifying its participation in the WARM or LGLP to the Agency.
- V. 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 Subgrantee, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval from the Agency.
- W. 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.
- X. 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 Contractor expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-101, et seq., and all other applicable law. 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 Contractor, 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 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. 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 immunity shall be construed in favor of immunity.

- Y. Taxes.** The Subgrantee 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.
- Z. 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 Subgrantee fails 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 Subgrantee, the Agency may terminate this Contract or any part of it. As of the termination date, the Subgrantee will be entitled to a pro rata payment for all work accomplished and accepted by the Agency; however, the Subgrantee shall be liable to the Agency for the entire cost of replacement services for the duration of the Contract term.
- AA. 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.
- BB. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- CC. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- DD. 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.
- EE. 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 Subgrantee 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.

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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

SUBGRANTEE:
Converse County

Jim Willox, Converse County Commission Chair

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Jodi A. Darrough # 25³8572

Jodi A. Darrough, Senior Assistant Attorney General
JAD

3-4-26

Date

ATTACHMENT A

1/26/26, 11:27 AM

State of Wyoming Mail - New submission from America 250 Grant - Wyoming County and Tribal Application



Nick Neylon <nick.neylon@wyo.gov>

New submission from America 250 Grant - Wyoming County and Tribal Application

2 messages

Info@wyoming250.com <info@wyoming250.com>
To: nick.neylon@wyo.gov, jmalott@maddenmedia.com

Wed, Nov 26, 2025 at 12:13 PM

New Form Submission: America 250 Grant - Wyoming County and Tribal Application

County Information

County Name: Converse County Semiquincentennial County Committee Name: Itty-Bitty 250 Committee

Primary Contact Person

Name: Clara Chaffin Title: Phone: (307) 358-2132 Email: cchaffin@cityofdouglas.org

Alternate Contact Person

Name: Linda Doane Phone: (307) 358-3462 Email: ldoane@cityofdouglas.org

\$10,000

Project Details

Project Title: Converse County Uncovered: Land, Life, and Legacy **Summary:** The Itty-Bitty 250 Committee proposes a series of interpretive signage for key historic sites, museums, and key places in Converse County. There will be nine signs including: Camp Douglas, Washington Park, the Mammoth Dig, the Coal Creek Train Derailment site, Downtown Douglas, Wyoming State Fair Grounds, Fort Fetterman, Ayres Natural Bridge, and Railroad Museum and Visitor's Center ("Locomotive Park"). **America 250 Themes Alignment:** The Itty-Bitty 250 Committee's interpretive signage project honors Wyoming's past while looking toward its future by illuminating the pivotal people, places, and events that shaped Converse County and the American West. Each of the nine signs—located at Camp Douglas, Washington Park, the Mammoth Dig, the Coal Creek Train Derailment site, Downtown Douglas, the Wyoming State Fair Grounds, Fort Fetterman, Ayres Natural Bridge, and the Railroad Museum/Locomotive Park—tells a unique story that contributes to the larger narrative of Wyoming's cultural, historic, and natural heritage.

By presenting these stories in accessible public spaces, the project inspires visitors and residents alike to reflect on the challenges, achievements, and diverse experiences that define our shared history. The sites highlight everything from cultural presence and frontier military history to engineering feats, community resilience, scientific discovery, and the evolution of agriculture and transportation in America. Together, they showcase the rich tapestry of American stories woven through Converse County.

The interpretive signs also strengthen love of country by celebrating the ingenuity, perseverance, and democratic spirit of the people who lived, worked, and built communities here. They encourage viewers to consider how past decisions and actions influence Wyoming's path forward, fostering an appreciation for both heritage and progress.

Through engaging narratives, educational content, and thoughtfully chosen locations, the signage series renews our commitment to democratic ideals—including civic participation, stewardship of shared spaces, and respect for diverse histories. As a legacy project, it provides a lasting public resource that will continue to educate future generations, connecting them to the stories that define Wyoming and the nation. **Project Category:** Monuments and Markers

Narrative Description: Project Narrative

The Itty-Bitty 250 Committee's Interpretive Signage Project is a countywide initiative designed to honor Wyoming's past while looking ahead to its future. The project will develop and install a series of nine interpretive signs at historically and culturally significant sites across Converse County: Camp Douglas, Washington Park, the Mammoth Dig, the Coal Creek Train Derailment site, Downtown Douglas, the Wyoming State Fairgrounds, Fort Fetterman, Ayres Natural Bridge, and the Railroad Museum and Visitor's Center ("Locomotive Park"). Each sign will present a carefully researched narrative that illuminates the pivotal people, places, and events that shaped Converse County and contributed to the broader story of

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the American West.

Collectively, the signs will capture themes of exploration, community resilience, scientific discovery, agriculture, transportation, military history, cultural presence, and the region's evolving identity. By placing these stories in accessible public spaces, the project invites both residents and visitors to reflect on the diverse experiences, achievements, and challenges that form our shared history. The series celebrates the ingenuity and democratic spirit of the individuals who built and sustained communities here—strengthening appreciation for the American experience and renewing our commitment to the ideals of democracy.

Project Activities & Objectives

Key project activities include:

- * **Historic Research & Content Development:** Working with local historians, archives, and museums to create concise, readable, and historically accurate interpretive content.
- * **Graphic Design & Production:** Using modern design software to create visually engaging signs that incorporate historical photographs, maps, and side-by-side "then and now" image comparisons.
- * **Installation at Key Sites:** Placing each sign in a location that enhances visitor understanding, linking present-day landscapes to their historical context.
- * **Community Review & Collaboration:** Engaging local communities and partner organizations to ensure accuracy, inclusivity, and representation of diverse perspectives.

Primary objectives include:

- * Educate the public about Converse County's cultural, natural, and historical heritage.
- * Inspire reflection on Wyoming's role in the nation's past, present, and future.
- * Strengthen civic pride and love of country through stories of perseverance, innovation, and community building.
- * Create a lasting legacy project that will serve future generations and visitors for decades to come.
- * Highlight underrepresented voices, including women, minorities, and lesser-known contributors to the region's development.

Key Partners

This project is made possible through a broad collaborative effort. Key partners include:

Converse County; City of Douglas; Town of Glenrock; Historic Preservation Commission; Main Street Douglas; State of Wyoming; The Enterprise; Wyoming State Archives; Converse County Historical Society; and the Wyoming Historical Society.

These organizations contribute research support, local knowledge, historical collections, public space access, and community engagement.

Technology & Unique Perspectives

Technology plays a central role in both the design and educational impact of the signage. Modern graphic design tools will be used to create high-quality visual displays that blend text, imagery, and mapped content. Many signs will incorporate historic photographs paired with contemporary images, allowing viewers to compare past and present landscapes directly from their vantage point—a powerful interpretive technique.

Additionally, the project intentionally incorporates unique and inclusive perspectives, placing emphasis on the contributions of women, minorities, and historically overlooked community members. By elevating these stories and pairing them with compelling visual design, the signage series broadens the narrative of Converse County's heritage and reflects the full richness of the American story. **Community Impact: Community Benefits & Accessibility**
The Itty-Bitty 250 Committee's Interpretive Signage Project will provide enduring educational and cultural resources for all residents and visitors in Converse County. By placing signs in publicly accessible spaces—parks, museums, historic sites, and downtown areas—the project ensures that people of all ages, abilities, and backgrounds can engage with local history. The signage offers visually compelling, easy-to-read content alongside historic photographs, maps, and "then-and-now" comparisons that make the county's heritage tangible and relatable.

The project benefits the community by:

- * Strengthening civic pride and connection to Wyoming's past and present.
- * Educating the public about cultural, natural, and historic resources.
- * Highlighting contributions from women, minorities, and other historically underrepresented groups.
- * Creating a legacy of inclusive storytelling for future generations.

Engagement with Underserved Communities

From project planning through installation, the committee will invite and collaborate with underserved communities to ensure their stories and perspectives are represented. This includes outreach to cultural organizations, minority groups, and community members whose histories are often overlooked. Community input will guide content development, design, and site placement to ensure relevance, inclusivity, and accessibility.

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State of Wyoming Mail - New submission from America 250 Grant - Wyoming County and Tribal Application

By combining thoughtful site selection, inclusive narratives, and accessible design, the project ensures that all residents and visitors can explore, learn, and connect with the rich heritage of Converse County.

Timeline

Start Date: 01/01/2026 **Completion Date:** 07/04/2026 **Timeline Details:** January 2026: Make key stakeholder contacts and begin research for the interpretive signage.

March 2026: Begin graphic design of the interpretive signage.

April 2026: Order interpretive signage.

May 2026: Begin installation of interpretive signage.

July 4, 2026: Project complete and ribbon cuttings.

Budget & Funding

Total Budget: Location Sign Cost Frame & Stand Installation

Camp Douglas	\$200.00	\$595.00	\$300.00
Washington Park	\$200.00	\$595.00	\$300.00
Mammoth Dig	\$200.00	\$595.00	\$300.00
Coal Creek Train Derailment	\$200.00	\$595.00	\$300.00
Downtown Douglas	\$200.00	\$595.00	\$300.00
State Fair Grounds	\$200.00	\$595.00	\$300.00
Fort Fetterman	\$200.00	\$595.00	\$300.00
Railroad Museum	\$450.00	\$490.00	\$300.00
Ayres Natural Bridge	\$200.00	\$595.00	\$300.00
TOTAL	\$2,050.00	\$5,250.00	\$2,700.00

Amount Requested (Max \$10,000): \$10,000

Supporting Documents

Official County Resolution: <https://wyoming250.com/index.php?gf-download=2025%2F11%2F18-25-Designation-of-the-250-Committee-11.04.2025.pdf&form-id=14&field-id=29&hash=94849298dfd36b7f43e1de94e1c996ae6077ed479f82187e908a5371622e739e> **Letters of Commitment (If applicable):** <https://wyoming250.com/index.php?gf-download=2025%2F11%2FLetters-of-Support-Signage.pdf&form-id=14&field-id=30&hash=4aed07e82b4d41e1beca2b9f36e9ea5fd6c959ff18fc0937a4b67ff6f24bea3d>

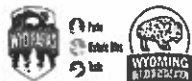
Submission Information

Submission Date: 11/26/2025 **Submitted By:**

Nick Neylon <nick.neylon@wyo.gov> Mon, Dec 1, 2025 at 8:55 AM
 To: Rebecca West <rebeccaw@centerofthewest.org>, Gregg Blikre <gregg.blikre@wyoboards.gov>, "Cindy Brown (SPCR)" <cindy.brown@wyo.gov>, Sara DiRienzo <sara.dirienzo1@wyo.gov>

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Nick Neylon, Deputy Director
 Wyoming State Parks & Cultural Resources
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 Cell: 307-431-4866 Cell: 318-450-8687
Facebook: @WyomingStateParks **Twitter:** @WyoStateParks **Instagram:** @wyo.state.parks



Improving Communities and Enriching Lives.

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