

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CONVERSE COUNTY
CLERK'S OFFICE AND THE DRY CREEK COMMUNITY HALL AS A POLLING
LOCATION FOR THE 2026 PRIMARY AND GENERAL ELECTIONS**

1. Parties. This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into this ____ day of _____, 2026, by and between Converse County, Wyoming, a body corporate and political subdivision of the State of Wyoming, (hereinafter referred to as "County") whose address is 107 North 5th, Suite 114, Douglas, Wyoming 82633; and the Dry Creek Community Hall, a non-profit organization registered with the State of Wyoming, (hereinafter referred to as "Dry Creek") whose address is 671 Steinle Rd, Douglas, Wyoming 82633, hereinafter collectively referred to as "Parties."

2. Purpose. The purpose of this MOU is to establish responsibilities pertaining to use of the Dry Creek Community Hall, located at 3549 Hwy. 59, Bill, Wyoming, by the County, on behalf of the County Clerk, as a Polling Location for the 2026 Primary Election on August 18, 2026, and General Election on November 3, 2026. In consideration of the matters described above, and of the mutual benefits and obligations set forth in this MOU, the parties agree as follows:

3. Term of Contract. This MOU shall commence on August 17, 2026 and shall remain in full force and effect until November 4, 2026.

4. Payment. No payment is required by Dry Creek from the County for use of the facilities for the 2026 Primary and General Elections.

5. Responsibilities of County. The County Clerk shall perform necessary activities required to conduct the 2026 Primary and General Elections including set up and removal of election equipment and associated materials, and preparation of adequate voting areas for the public. The County Clerk shall provide all labor except for any delivery of tables and chairs to the Dry Creek Community Hall, which shall be performed by Dry Creek representatives by 8:00 a.m. the day prior to each Election. After each Election, the Clerk shall ensure that the premise is returned to the same condition as prior to the 2026 Elections.

6. Responsibilities of Dry Creek. Dry Creek shall ensure that the Dry Creek Community Hall is available for the County Clerk to utilize for the 2026 Primary and General Elections beginning 8:00 a.m. the day prior to each Election. Dry Creek shall also ensure an adequate number of tables and chairs are available; that the Polling Location is clean; that public restrooms are sanitary and adequately stocked; and that all building systems (e.g., heating, cooling, and plumbing) are in good working order. In the event any building system fails that would cause the Dry Creek Community Hall to be unavailable for use as a Polling Location for either Election, Dry Creek agrees to immediately notify the County Clerk.

6.01. Access. Once the Dry Creek Community Hall has been prepared as a polling location by Converse County Election Officials, Dry Creek shall ensure that no access shall be granted into the room by any individual other than Converse County Election Officials until and unless all election equipment and associated materials have been removed from the premises, with the following exceptions:

6.01.01 Between the hours of 7:00 a.m. and 7:00 p.m. on Election Day; or

6.01.02 In the case of any emergency situation that poses an immediate risk to health, life, property, or environment.

6.02. Video Surveillance. Dry Creek agrees to allow the County Clerk to set up a County-owned mobile video surveillance system within the room utilized for election at the time the election equipment is delivered to the facility and acknowledges that the system will actively record all activities within that room, as well as ingress and egress into the room, from the time the equipment is delivered until the equipment is removed. At that time, the mobile camera system will be removed from the facility.

7. General Provisions

7.01. Amendments. Either party may request changes to this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by and between the Parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all Parties to this MOU.

7.02. Applicable Law. The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the Parties, and the venue shall be the Eighth Judicial District of Converse County, Wyoming.

7.03. Entirety of MOU. This MOU, consisting of two (2) pages, represents the entire and integrated MOU between the Parties and supersedes all prior negotiations, representations, and MOUs, whether written or oral.

7.04. Termination. Either party upon thirty (30) day written notice may terminate this MOU, without cause, which notice shall be delivered by hand or by certified mail to the address listed above. However, any outstanding costs that were accrued prior to termination will remain the responsibility of the Parties.

7.05. Indemnification. Each party to this MOU shall assume the risk of liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

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

7.07. Governmental Immunity. The County and its respective governing body do not waive their governmental immunity by entering into this MOU, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

7.08. Third Party Beneficiary Rights. The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the Parties herein and shall inure solely to the benefit of the Parties to this MOU. The provisions of this MOU are intended only to assist the Parties in determining and performing their obligations under this MOU, and the Parties intend and expressly agree that only Parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a Party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

IN WITNESS WHEREOF, Parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of the Contract as set forth herein. The effective date of this MOU is the date of the signature last affixed.

CONVERSE COUNTY COMMISSIONERS:

James H. Willox, Chairman

ATTEST:

Karen Rimmer, County Clerk

APPROVED AS TO FORM:

Quentin Richardson, County Attorney

DRY CREEK COMMUNITY HALL

David Pellatz

ATTEST:

Witness