

CONVERSE COUNTY COMMISSION MEETING

February 16, 2021, 8:00 a.m. to 5:00 p.m.

107 N. 5TH STREET, SUITE 114, DOUGLAS, WY 82633

Commission Chambers are OPEN to the public; attendees must follow mask orders in place.

1. 8:00 A.M. CONVENE, PLEDGE OF ALLEGIANCE
CONVERSE COUNTY COMMISSIONERS:
James H. Willox, Chairman
Richard C. Grant, Vice Chairman
Robert G. Short, Board Member
Mike Colling, Board Member
Tony V. Lehner, Board Member
2. 8:15 A.M. DEPARTMENT UPDATES - ROAD & BRIDGE
Jason Wilkinson, Road & Bridge Supervisor
3. 11:00 A.M. CONVERSE COUNTY SEARCH & RESCUE - EQUIPMENT STORAGE
Requested by Clint Becker, County Sheriff
4. 12:00 P.M. RECESS FOR LUNCH
5. 1:10 P.M. DEPARTMENT UPDATES - PUBLIC HEALTH
Darcey Cowardin, Public Health Nurse
6. 1:30 P.M. ENERGY & NATURAL RESOURCES UPDATES
Dru Palmer, Dru Consulting
7. 2:30 P.M. CCJJC PHASE 2 COST ESTIMATE REVIEW
GSG Architecture and Reilly Johnson Architecture
8. GENERAL COUNTY BUSINESS
Meeting Minutes, Monthly Warrants, Monthly Reports, Tax Refunds & Cancellations, Void Warrants
- 8.I. MINUTES, CONVERSE COUNTY COMMISSIONERS, FEBRUARY 2 AND 3, 2021
REGULAR MEETING

Documents:

[02.02.2021 OFFICIAL.PDF](#)
- 8.II. MINUTES, FEBRUARY 10, 2021 SPECIAL COMMISSION MEETING

Documents:

[02.10.2021 SPECIAL MEETING OFFICIAL.PDF](#)
9. ACTION ITEMS
Resolutions, Agreements, Amendments, Permits, County Project Documents, Misc.
- 9.I. CARES ACT CHARITABLE RELIEF GRANT FUNDS DISTRIBUTION
Final Allocations; Deadline to Encumber Funds = March 1, 2021

Documents:

[CONVERSE COUNTY CHARITABLE RELIEF PROGRAM LISTING.PDF](#)

9.II. BID AWARD - CONVERSE COUNTY JANITORIAL CONTRACT

Documents:

[JANITORIAL AGREEMENT BLANK 2-2021.PDF](#)

9.III. MEMORANDUM OF UNDERSTANDING

University of Wyoming Extension, Converse County Fair Board, and Board of Converse County Commissioners for the Annual Operating Plan of the Converse County Fair - Draft in Legal Review

Documents:

[CC FAIR MOU EDITED CLEAN COPY 2.12.2021.PDF](#)

10. OTHER UPCOMING EVENTS

- Feb 15, All Day, HOLIDAY - County Offices Closed - President's Day
- Feb 16, 8a-5p, Commission Meeting (3rd Tues of each month)
- Feb 16, 3p, Planning & Zoning Commission Meeting (3rd Tues of each month)
- Feb 18, 9a, CCJJC JPB Meeting (3rd Thursday of each month)
- Mar 2 & 3, 8a-5p, Commission Meeting (1st Tues & Wed of each month)
- Mar 3, 7-8a, City/County Breakfast Meeting, MHCC
- Mar 16, 8a-5p, Commission Meeting (3rd Tues of each month)
- Mar 16, 3p, Planning & Zoning Commission Meeting (3rd Tues of each month)
- Mar 18, 9a, CCJJC JPB Meeting (3rd Thursday of each month)

Both this agenda and the order of items are subject to change without notice.

Unapproved Minutes
Board of Commissioners of Converse County
February 2 and 3, 2021

The regular meeting was called to order at 8:03 a.m. on February 2, 2021. Present were Chairman Jim Willox; Vice-Chair Rick Grant; Commissioners Robert Short, Tony Lehner, and Mike Colling; and County Clerk, Karen Rimmer.

Mr. Clint Becker, Sheriff; Mr. Nate Hughes, Undersheriff; and Mr. Adam Alvarado, Detention Lieutenant, addressed multiple items with the Commissioners including road permits; abandoned mobile homes; ordering an Investigator vehicle in FY2021 to be paid for in FY2022 in order to take advantage of purchase incentives and significant cost savings; and Detention overtime, structure, and positions. Following discussion, the Commissioners authorized Detention to immediately begin filling two new positions. Further, the Sheriff's Department will notify the Commissioners if existing Detention positions become vacated in order to obtain verbal authorization to fill existing positions with formal approval to occur at the next regular Commission meeting.

Departmental updates were provided by Mr. Don Gushurst, Maintenance Department, and Mr. Justin Lane, IT Director, including ongoing and upcoming projects.

Participating boards in the County's Employee Health Insurance Group met to discuss the new participation agreement and monthly reporting form.

The meeting adjourned at 12:00 p.m. and reconvened at 1:00 p.m.

Ms. Hannah Swanbom provided updates pertaining to the ACT Work Ready Communities program, including testing and participating employers.

Departmental updates were provided by Ms. Holly Richardson, Special Projects, including updates on grazing leases and upcoming public hearings and action items.

Mr. Russ Dalgarn, Emergency Management Services, and Mr. Artie Schubert, County Surveyor, provided departmental updates including upcoming and ongoing projects.

The minutes of the January 19, 2021 regular meeting were approved and ordered filed.

Mr. Grant moved to approve warrants in the amount of: 1,921,954.02: 4117.19 3-D Specialties; 50 307 Healing Waters; 6545 A Diamond Trucking; 40.04 A T & T Mobility; 77.62 Advanced Animal Clinic; 11886.89 Advanced Geotechnical Solutions; 305.69 Agility Recovery Solutions; 440 Alcohol & Drug Testing Services; 1000 Alley, Linda S; 1175.28 ALSCO; 5447.34 Atlas Office Products; 998.09 Atlas Premier Service; 1175.32 B & B Leasing; 2045 B A Trucking; 688 Bar-D Signs; 40 Barnes Law; 14.70 Becker Clinton; 391.67 Bison Pump & Supply; 16578.50 Black Hills Energy; 16610 Blackburn Cattle; 221.36 Bloedorn Lumber; 152688.49 Blue Cross Blue Shield of WY; 4783 BNSF Railway; 119.60 Bob Ruwart Motors; 817.61 Bobcat of Casper; 250 The Body Shop; 4166.67 Boys & Girls Club of Douglas; 8333.34 Boys & Girls Clubs of Central WY; 867.50 Brothers Propane; 330 Bryan C Cropper DMD PC; 179.60 Cash-Wa Distributing of Kearney; 247697.65 Caspar Building Systems; 3555.44 CDW

Government; 9980.11 CenturyLink; 5907.74 City of Douglas; 5366.67 CivicPlus; 120.59 CMI-TECO; 19331 Communication Technologies; 30845 Converse County Airport; 1976 Cornerstone Detention Products; 218.25 Cowboy Chemical; 1734 Crossroads Diesel Service; 75.50 Cytocheck Laboratory; 167750 Dave Loden Construction; 978.16 Dearborn Life Insurance; 1800 Dilts, Jerry J, Trustee; 360 Douglas Broadcasting; 2310.75 Douglas Budget; 505.72 Douglas Business Center; 300 Douglas Day Spa; 29.18 Douglas Grocery; 840.32 Douglas Hardware Hank; 1219.69 Douglas Tire Center; 1702.50 Drone King UAS; 1265 DRU Consulting; 280 Edwards, Joanna; 14403 The Enterprise; 6692.47 ESRI; 195 The Eye Institute of WY; 2729.17 Fastenal; 16867.20 FFF Enterprises; 15374.51 Floyd's Truck Center WY; 3940 Gastroenterology Assoc; 1512.60 Glaxosmithkline Financial; 1666.66 Glenrock Paleontological Museum; 2750 Gorman Funeral Homes; 1275 Greenwood Mapping; 25.70 Greiner Ford of Casper; 86552.85 GSG Architecture; 427.46 H & H Electric; 10 Harris, Rebecca J; 160 Hilltop National Bank; 33.60 Hiser, Andrea R; 19248.31 Homax Oil Sales; 64.50 Hose & Rubber Supply; 70.73 Hughes Network Systems; 340 Hutchinson, Hal H PE; 10125 Inberg-Miller Engineers; 60 Inner Strength Therapeutic Massage; 20.50 Institutional Eye Care; 509.80 Interstate Batteries; 1800 J D Power & Assoc; 477.04 Jerry s Welding-Steel Fab; 460 Joyful Living Massage & Wellness; 51622.65 Judd Construction; 8068.41 Laramie Range Water Treatment & Plumbing; 780 Marlin Business Bank; 165 Massage Therapy by Silke Hodges; 3231.88 The Master's Touch; 1051.34 McKesson Medical-Surgical; 2382.66 Medicine Bow Technologies; 411175.72 Memorial Hospital of Converse County; 430.90 Menards; 644.67 Motion Industries; 64.79 Motor Power Casper Inc; 30046.27 Motorola Solutions Inc; 246.94 NAPA; 211.99 NAPA-Glenrock; 700 National Emergency Number Assoc; 5072.36 Newman Traffic Signs; 620 NMS Labs; 2496.34 Norco; 8000.69 Northwest Community Action Programs ; 615 Nunn Utility Locating; 28.60 O Reilly Automotive; 64.35 OffenderWatch; 35 Office Ally; 154.99 Office Depot; 3653.42 OK Wrecking; 14960 Olsen, Christie; 75.34 One Stop Auto Plex; 150 Ormseth, Matt; 1680 Palen Law Offices; 835 Peak Fitness; 214.87 Plainsman Printing & Supply; 194.42 Power Equipment Co; 13530 Price Pumping Service; 4015 Price Trucking; 6290 Pro River Technology; 300 Pure Raine Salon; 330 Quadient Leasing USA; 560.31 Quill Corporation; 632 R & R Rest Stops of Casper; 225 R&S Northeast; 1357.67 Range; 3140.48 Renegade Off-Road & Driveline Repair; 2575.47 Replicon; 74.88 Richardson, Holly S; 10 Roberts, Leah K; 99713.25 Rockin B Ranches; 15102.82 Rocky Mountain Power; 127.50 Rocky Mountain Wash; 104.99 Rollings, Jessica L; 197.90 Ron s Supply; 9337.80 S & L Industrial; 273.19 Safeway Pharmacy; 74.38 Sam s Club; 78.35 Sanofi Pasteur; 1520.60 Shatto s Frontier Drug; 252 Shepherd, Johnna; 133246.21 Short Powerline Service; 16.36 Smith, Heidi J; 4833.33 Solutions For Life; 40.55 State of WY; 4425 Stearns, Jane MS LPC; 113.44 Stericycle; 11060.54 Summit Food Service; 136.49 Szumada, Matthew; 837.50 Team Laboratory Chemical Corp; 28000 Tennant Sales and Service; 989.52 Top Office Products; 1600 TOV Consulting & Communications; 983.55 Town of Glenrock; 874.32 Trane U S; 326.28 Tricor Print Communications; 2409.47 Tyler Technologies; 3000 U S Postmaster; 67.20 Ullery, Jennifer;

31.39 UW 4-H in Converse County; 3533.02 Verizon Wireless; 7824.18 Visa; 6576.45 VisionService Plan; 1982.11 Visionary Communications; 1767 Voice Products Service; 167.81 Vyve Broadband; 143.36 Willox Jim; 2522.25 WY Behavioral Institute; 416.67 WY Child & Family Development; 24274.10 Wy Dept of Transportation; 5318.71 WY Dept of Workforce Services; 2880 WY Health Fairs; 7023.30 WY Machinery; 398 WY Public Health Laboratory; 42.85 WY Rigging & Industrial Supply; 800 WY State Fair; 195 WY Taxpayers Assoc; 492 Xerox Financial Services; 3750 Youth Development Services; 13035 Z Lazy Y Trucking; monthly reports for Jan.: Clerk: 38,345.93; Clerk of District Court: 8,207.37; NOVC 2020-0442 45,379.18 credited over 5 years; Mr. Colling seconded, the commission abstained from voting on warrants issued to themselves; motion carried.

Mr. Lehner moved to approve Change Order (CO) No. 6 from Caspar Building Systems for the Road & Bridge Facility for hose reel installation and building locks in the amount of \$33,801.00, for a total project cost of \$5,524,346.00; Mr. Short seconded; motion carried. Mr. Short moved to approve CO No. 7 from Caspar Building Systems for the Road & Bridge Facility for steel hose reels in the amount of \$1,444.00, for a total project cost of \$5,525,790.00; Mr. Colling seconded; motion carried. Mr. Lehner moved to approve CO No. 8 from Caspar Building Systems for the Road & Bridge Facility for air drops in the lube room and additional suction ports in the amount of \$1,209.00, for a total project cost of \$5,526,999.00; Mr. Grant seconded; motion carried.

Mr. Lehner moved to approve the revised lease agreement between the County and Central Wyoming Motorsports for the 2021 season; Mr. Grant seconded; motion carried.

The Commission acknowledged the Wyoming DEQ Notice of Termination, Large Construction Permit, for the new Road & Bridge facility to remove the permit from the name of the contractor and into the name of the County.

The Commission approved payroll changes for Sheriff Department employees as presented.

Mr. Jason Wilkinson, Road and Bridge Supervisor, provided updates on several ongoing and upcoming construction and road projects and trainings.

The meeting recessed at 3:57 p.m. and reconvened at 8:33 a.m. on February 3, 2021.

Mr. Joel Schell, County Treasurer, and Ms. Dixie Huxtable, County Assessor, provided an overview of Senate File 60, Collection Process, and the impacts of this bill on counties and special districts.

A general County business meeting with all elected officials met at 9:15 a.m. and updates were provided for the 2021 Legislative Session; COVID-19; trials; various federal programs; positions; and other County business.

Chairman Willox opened a public hearing at 10:30 a.m. to hear public comments on the proposed Sage Park Minor Subdivision, a five-lot subdivision located in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec.5, T33N, R75W of the 6th P.M., Converse County. Ms. Holly Richardson, Special Projects, provided an overview of the application; the purpose is to split 24.33 acres into 5 lots for sale. Resolution

2021-1, approved by the Town of Glenrock on January 11, 2021, was presented, and included Covenants for the subdivision. The Converse County Planning and Zoning Commission moved to transit this proposal to the Commissioners with an approve recommendation on January 19, 2021. There were no written or public comments received; the public hearing closed at 10:39 a.m. Mr. Colling moved to approve the Sage Park Minor Subdivision as presented on the condition that the Covenants be presented for recording with the plat; Mr. Lehner seconded; motion carried.

Chairman Willox opened a public hearing at 11:00 a.m. to hear public comments on the proposed K&J Minor Subdivision, a one-lot subdivision located in part of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 23, T28N, R72W of the 6th P.M., Converse County. Ms. Holly Richardson, Special Projects, provided an overview of the application; the purpose is to split off 22.69 acres for a mountain cabin. The County Planning and Zoning Commission moved to transit this proposal to the Commissioners with an approve recommendation. There were no written or public comments received. The public hearing was closed at 11:09 a.m. Following further discussion and questions from the Commissioners; Mr. Grant moved to approve the K&J Minor Subdivision as presented; Mr. Short seconded; motion carried.

Ms. Amber Stoffels, BNSF Railway, Manager -Public Projects, discussed the Irvine Spur Road Bridge, including ownership, structural components, and condition of the bridge. Following discussion of processes and upcoming action items, it was determined that the Commission will discuss further at a subsequent meeting.

Ms. Holly Richardson, Special Projects, provided an overview of a Major Land Division application from Western Vista Estates North, LLC, located at S1/2SE1/4 Sec. 10, T32N R71W; W1/2NW1/4NW1/4 Sec. 14 T32N R71W; N1/2NE1/4 Sec. 15 T32N R71W, JC Subdivision, Lot 2, for a total of 188 acres, being divided for the purpose of sale. Following discussion, Mr. Colling moved to approve Western Vista North LLC as presented; Mr. Lehner seconded; motion carried.

The Commission Chairman signed a letter to the Fort Phil Kearny and Bozeman Trail Association stating lack of support for a National Historic Trails Designation of the Bozeman Trail or any other trail system in Converse County.

The regular meeting adjourned at 2:15 p.m. into a Work Session for a presentation from Open.Gov to demonstrate a budget module.

James H. Willox, Chairman

ATTEST:

Karen Rimmer, County Clerk
Publish: February 10/11, 2021

Unapproved Minutes
Board of Commissioners of Converse County
February 10, 2021

The special meeting was called to order at 8:03 a.m. on February 10, 2021 to act on an engineering and design agreement for the Mormon Canyon Road Reconstruction Project. Present in person were Chair Jim Willox and Clerk Karen Rimmer; and present remotely were Vice Chair Rick Grant and Commissioners Robert Short, Mike Colling, and Tony Lehner.

Following lengthy discussion of the need for a Memorandum of Understanding (MOU) with the Town of Glenrock for potential pathway construction as a component of the overall project; design costs with and without the pathway; construction timelines; owners of record for roadway and potential pathway; and necessary MOU language, Mr. Grant moved to approve the engineering agreement with HDR Engineering, Inc. for the Mormon Canyon Road Reconstruction project in an amount not to exceed \$364,302; Mr. Short seconded; no further discussion and motion carried.

The special meeting adjourned at 8:30 a.m.

James H. Willox, Chairman

ATTEST: _____
Karen Rimmer, Converse County Clerk

Publish: Feb. 24/25, 2021

COMMUNITY CHARITABLE RELIEF PROGRAM - CONVERSE COUNTY

Qualifying List of Non-Profit Charitable Organizations

As of February 12, 2021

NAME OF ORGANIZATION	AMOUNT OF REQUEST	APPROVED 12/28/2020	DESCRIPTION OF COVID IMPACT
ABATE	\$ 3,600.00	\$ -	Christmas in Glenrock/food assistance
American Legion - Douglas	\$ -	\$ -	Lost revenue; no paperwork received
American Legion - Glenrock	\$ 4,000.00	\$ -	Lost revenue
American Legion Auxillary - Glenrock	\$ 1,500.00	\$ -	Lost revenue
Boys & Girls Club/Central WY - Glenrock	\$ 13,269.00	\$ -	Inability to fundraise
Children's Advocacy Project, Inc.	\$ 5,000.00	\$ 1,750.00	Program
Converse Hope Center	\$ 19,200.00	\$ 8,650.00	Program
Converse County Fairboard	\$ 26,967.00	\$ -	Lost revenue
Father Hubbard's Cupboard	\$ 1,100.00	\$ -	Program
Glenrock Food Pantry	\$ 11,600.00	\$ 6,200.00	Program
Helping Hands Ministries, Inc.	\$ 1,000.00	\$ 1,000.00	Program
Here to Help Foundation of WY	\$ 1,000.00	\$ -	Program; no paperwork received
HRC/Comm. Service Block Grant	\$ 110,000.00	\$ 85,000.00	Program
King's Portion Food Pantry	\$ 71,069.00	\$ 60,000.00	Program/food costs
Lions Club	\$ -	\$ -	Program, no paperwork received
Noels Christmas	\$ 7,379.00	\$ 4,000.00	Program
Solutions for Life	\$ 128,828.00	\$ 50,000.00	Program
Trinity Baptist Church Food Pantry	\$ 2,042.00		Program
Wyoming Child/Family Dev./TANF	\$ -	\$ -	Program, no paperwork received
TOTALS	\$ 407,554.00	\$ 216,600.00	
ACTUAL DISTRIBUTION	\$ 294,436.61	\$ 294,436.61	
BALANCE	(\$ 113,117.39)	\$ 77,836.61	

Note: YDS was removed as no funding was requested.

**Agreement Between Converse County and _____
for Contract Janitorial Services for County Offices**

- I. **PARTIES:** This agreement is made and effective the ____ day of _____ 2021 by and between Converse County, hereinafter referred to as “Owner”, acting by and through its Board of County Commissioners, whose address is 107 N. 5th Street, Suite 114, Douglas, WY 82633; and _____, hereinafter referred to as “Contractor”, whose address is _____.
- II. **PURPOSE:** The purpose of this agreement is to provide janitorial services for all County Offices as described in Attachment A, “Converse County Janitorial Services Checklist and Cleaning Schedule”, attached and incorporated herein by reference. This agreement is intended to ensure County offices are clean and operational in a healthy, safe and sanitary manner using established practices and procedures. The specific offices and buildings included herein are:
1. Converse County Courthouse, 107 N. 5th Street
 2. Converse County Road & Bridge 44 Twin Bridges Road
 3. Converse County Public Defender Office, 442 Center Street
 4. Converse County 4-H Extension Office, 1839 Madora Ave.
- III. **TERM:** This agreement will commence on February 16, 2021 and will continue in force for one year until February 28, 2022.
- IV. **PAYMENT:** The County shall pay the Contractor a sum of \$_____ annually, or \$_____ per month. Payment shall be made no more than once per month per the County’s Accounts Payable policies and procedures and upon timely receipt of an itemized, original invoice from the Contractor.
- V. **SUPPLIES:** The County will provide all equipment and supplies, including vacuum(s) and bags/supplies; brooms; mops; cleaning chemicals and towels; sanitizing equipment (including that required due to COVID-19); and janitorial supplies (toilet paper, paper towels, garbage bags). The Contractor shall also keep all equipment in good working order and shall report needed repairs to the Maintenance Supervisor.
- VI. **OTHER REQUIREMENTS:** All contract personnel will be subject to an acceptable a criminal background check. A criminal background check will be required for each new employee and for all the employees upon approval of a new or amended contract. The Contractor will be under the direction and will report to the Maintenance Supervisor per the terms of this agreement.
- VII. **GENERAL PROVISIONS:**
1. **Amendments.** Any mutually agreed upon changes to the terms and conditions of this Agreement shall be effective only when incorporated in writing and agreed upon by the Parties.
 2. **Applicable Law/Venue.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the Eighth Judicial District, Converse County, Wyoming.
 3. **Compliance with Law.** Contractor represents and warrants that it has and shall continue to comply with all federal, state and local laws and regulations applicable to its performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.
 4. **Entirety of Agreement.** This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

5. Force Majeure. Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. 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.
6. Independent Contractor. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association with the County. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result under this Agreement. Any persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment. Contractor shall assume sole responsibility for any debts or liabilities that may be incurred and for the payment of all federal, state and local taxes that may accrue in fulfilling the terms of this Agreement. Nothing in this Agreement shall be interpreted as authorizing Contractor or its agents and/or employees to act as an agent or representative for or on behalf of County, or to incur any obligation of any kind on the behalf of the County. County agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to County employees will inure to the benefit of Contractor's agents and/or employees as a result of this Agreement.
7. Indemnification. Contractor will indemnify, hold harmless and assume the defense of the County, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly accruing or arising as a result of or in connection with Contractor's activities in relation to this Agreement.
8. Assignment. Contractor shall not assign this Agreement or any interest therein, or any monies received pursuant hereto, either in whole or part, to any other entity, without the prior, express, and written consent of the County. Any unauthorized assignment shall be void and shall, at the option of County, act as a termination of this Agreement.
9. Governmental Immunity. County does not waive sovereign immunity by entering into this Agreement, and specifically retains immunity and all defenses available to it as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other state law.
10. 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 Agreement shall not be construed to create such status. The rights, duties and obligations contained herein shall operate only between the parties and shall inure solely to their benefit. The provisions hereof are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties hereto intend and expressly agree that only signatories shall have any legal or equitable right to seek enforcement, any remedy arising out of a party's performance or failure to perform any terms or conditions hereof, or to bring an action for the breach of this Agreement.
11. Americans with Disabilities Act. Contractor shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, et seq., and/or any properly promulgated rules and regulations related thereto.
12. Nondiscrimination. In rendering services under this Agreement, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition,

national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

13. Indemnification. Contractor shall indemnify, defend and hold harmless the County, and its officers, agents, employees, successors and assignees from any and all claims, demands, cause of action, lawsuits, losses, damages, costs and expenses, including attorney's fees, arising out of or resulting from any injury to persons under this Agreement.
14. Kickbacks. Contractor certifies and warrants that no gratuities, kickbacks or contingency fees were paid, nor were any fees, commissions, gifts, or other considerations made in connection with or contingent upon the award of this Agreement.
15. Liaison and Notice. All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to all parties at the addresses provided in Section I, either by regular mail, facsimile, e-mail, or delivery in person.
16. Default. Any one or more of the following acts or omissions of this Agreement shall constitute an event of default hereunder: Failure to satisfactorily perform any required task or service; submit any report or provide notice required hereunder; perform any other covenant or condition; meet or reasonable basis by County to believe that a prescribed assurances and/or commitments outlined in this Agreement may not be met; Bankruptcy or insolvency of the Contractor; or any fraudulent or negligent act(s).

Upon the commencement of any Event of Default, the County shall give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice. County may upon notice, withhold payment of the funding (or any part of it) until the Event of Default is remedied. If the Event of Default is not timely remedied, the County may treat this Agreement as breached. The County shall be immediately entitled to recover all or part of the funding paid to Contractor and Contractor shall pay such amount on demand to the County forthwith and pursue any of its remedies at law or in equity.
17. Termination. This Agreement will terminate upon a breach, as defined in Paragraph 16 herein. The Parties by mutual agreement in writing may terminate this Agreement with thirty (30) days written notice.
18. Insurance. The Contractor shall carry liability insurance coverage on its employee(s) and shall brief employees(s) working in this environment about the ethical nature of this job. The Contractor shall provide the County will a certificate of liability insurance and copies of any bonds, if requested.
19. Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect and either party may attempt to re-negotiate the terms affected by the severance.
20. Contingency. This Agreement is contingent upon the County's approval of this Agreement and the County continuing to have sufficient funding allocated to Contractor in its budget.
21. Signature Authority. The parties executing this Agreement certify that they have the proper authority to bind their respective entities to all terms and conditions set forth herein.
22. Titles Not Controlling. Titles of paragraphs are for reference only and shall not be used to construe the language in this Agreement.

23. Waiver. Any failure of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right or any provision hereof.

24. Time is of the Essence. Time is of the essence in all provisions of the Agreement.

IN WITNESS WHEREOF, the Chairman of the Converse County Board of Commissioners and the Contractor have signed and executed this Agreement the day and year first written above.

**BOARD OF CONVERSE COUNTY
COMMISSIONERS**

James H. Willox, Vice-Chairman

ATTEST: _____
Karen Rimmer, Converse County Clerk

APPROVED AS TO FORM:

Quentin Richardson, County Attorney

CONTRACTOR:

ATTACHMENT "A"

CONVERSE COUNTY JANITORIAL SERVICES CHECKLIST & CLEANING SCHEDULE

LOCATION	DESCRIPTION/GENERAL DUTIES
<p>Converse County Courthouse, 107 N. 5th Street – 31,554 sq. ft. General Duties: Applies to all offices and common areas. Any specific requirements for offices are listed separately.</p> <ul style="list-style-type: none"> ➤ Monday through Friday ➤ Lock entry doors at 5:00 p.m.; lock automatic doors at 5:15 p.m. ➤ Cleaning of common areas may commence at 3:00 p.m. ➤ Earlier commencement times are at the discretion of each office. 	<ul style="list-style-type: none"> • Dust & Vacuum • Clean windows • Trash (with exceptions – see individual offices) • Wipe counters • Clean/polish sinks, water fountains, and bathrooms • Mop bathrooms • Sweep entries & stairs • Spot-clean carpet • Mop/vacuum under desk mats as needed
<p>Courthouse: Commissioner’s Chambers</p> <ul style="list-style-type: none"> ➤ Monday through Friday 	<ul style="list-style-type: none"> • Clean/dust counters and chairs • Do any dishes after meetings
<p>Courthouse: Clerk’s Office</p> <ul style="list-style-type: none"> ➤ Monday through Friday 	<ul style="list-style-type: none"> • Trash – weekly only • Do not empty Election Deputy garbage at either desk • Clean vault nightly after lock-up
<p>Courthouse: Treasurer’s Office</p> <ul style="list-style-type: none"> ➤ Monday through Friday 	<ul style="list-style-type: none"> • Clean vault every other week during business hours
<p>Courthouse: District Court</p> <ul style="list-style-type: none"> ➤ Monday through Friday 	<ul style="list-style-type: none"> • Clean entire Courtroom Jury room and Bathrooms and stock when there is a trial. • Clean Jury Room bathrooms weekly • Clean windows every 3 months or as needed • Wax steps & oil all wood quarterly • Shampoo carpets annually
<p>Public Defender Building, 442 Center Street – 1,445 sq. ft. General Duties</p> <ul style="list-style-type: none"> ➤ Once per week - Need Door Code ➤ Cleaning to commence after hours unless earlier commencement time agreed upon with officed staff. 	<ul style="list-style-type: none"> • Trash • Dust & Vacuum • Windows • Spot-clean carpets • Clean/polish kitchen sink • Clean/sanitize both bathrooms • Mop as needed • Restock supplies (Toilet paper, paper towels, etc.)
<p>Road & Bridge, 44 Twin Bridges Road – 6,500 sq. ft. General Duties</p> <ul style="list-style-type: none"> ➤ Once per Week - Need Codes for Door ➤ Cleaning to commence after hours unless earlier commencement time agreed upon with office staff ➤ Clean office areas only; shop area will be cleaned by R&B staff 	<ul style="list-style-type: none"> • Trash • Windows • Clean all 3 entryways and lobby area • Clean breakroom kitchen and coffee bar • Clean and restock 2 bathrooms and 2 locker rooms • Clean all 7 offices, including dust, sweep, and mop • Sweep and mop hallways • Clean tables & chairs • Sweep and mop storage/file room
<p>Extension Office – 1,492 sq. ft. General Duties</p> <ul style="list-style-type: none"> ➤ Twice per week – Key to door needed ➤ Cleaning to commence after hours unless earlier commencement time agreed upon with office staff 	<ul style="list-style-type: none"> • Trash • Dust & Vacuum • Windows • Spot-clean carpet • Clean/polish kitchen sink • Clean/sanitize both bathrooms • Mop as needed • Restock

**MEMORANDUM OF UNDERSTANDING BETWEEN UNIVERSITY OF WYOMING
EXTENSION, CONVERSE COUNTY FAIR BOARD, AND THE BOARD OF CONVERSE
COUNTY COMMISSIONERS FOR THE ANNUAL OPERATING PLAN FOR THE
CONVERSE COUNTY FAIR**

This Memorandum of Understanding (MOU) is dated this ____ day of _____, 2021, and is by and between University of Wyoming Extension, the Converse County Fair Board, and the Board of Converse County Commissioners, hereinafter referred to as the “Parties”.

WHEREAS, 4-H is a youth development program of the University of Wyoming Extension within the College of Agriculture and Natural Resources whose mission is to provide appropriate learning opportunities for youth that are grounded in positive youth development principles, research, and best practices. Fairs have been a public event showcasing the efforts of youth in the 4-H program for over 100 years in Wyoming counties; and

WHEREAS, County government is a valued partner with the University of Wyoming Extension in both funding of UW Extension programming efforts and supporting 4-H youth involved in the Converse County Fair; and

WHEREAS, Wyoming state statute stipulates that county government can establish fairground facilities and create a board to manage the facilities and conduct fairs and exhibitions, and our county is unique in that the County Fair is held at the Wyoming State Fair Grounds.

WHEREAS, our local government provides funding to the Converse County Fair Board to secure the Wyoming State Fair facilities in order to conduct and hold a County Fair. This partnership positively supports the 4-H program missions while providing facilities and an event that is beneficial to citizens of Converse County; and.

WHEREAS, good partnerships are maintained when all partners contribute to a common objective without compromising their own purposes.

NOW THEREFORE, BE IT RESOLVED, that in order to provide consistency in the relationships between UW Extension, the Converse County Fair Board, and the Board of Converse County Commissioners, the following describes responsibilities that each party will fulfill to ensure a successful event for 4-H youth, their families, and the communities at large.

UW Extension Responsibilities:

I. Planning

1. Provide numbers of 4-H youth enrolled in project areas and estimates of potential number of animals to plan for stalling, bedding, access to facilities, show scheduling, and other associated activities.
2. Establish rules and regulations for the 4-H programs. UW Extension employees are responsible for determining status of 4-H Members, their projects or exhibits for participation in the county fair and state fair.
3. Provide permission to use 4-H Name and Emblem on printed or audio materials pursuant to federal regulations and local UWE programming efforts in the best interest of the UW Extension 4-H program.
4. Participate in the Fair Board as an ex-officio member to provide information regarding rules, show requirements, participation, event planning as it relates to the 4-H program.
5. Work in cooperation with the Fair Board to conduct evaluations of the past fair or any of its components.

6. Provide the Fair Board written requests for changes (county-level 4-H exhibit areas or contests) in a timely manner and no later than the March Fair Board meeting. UW Extension agrees most of these county-level change requests can be made by no later than the December Fair Board meeting, with only minor changes coming at the March Fair Board meeting. Changes, as a result of the 4-H section in the Wyoming State Fair Book, are often not finalized until March or April. Changes at the State level submitted after the March Fair Board Meeting may not be considered by the Fair Board for implementation until the following year. Recognize that not all requests made will be feasible.
7. Submit any new changes from UW Extension to the Fair Board office via email as changes are made.
8. Review the Fair Book and request any changes within ten (10) days of receipt of rough draft to the Fair Board Office.

II. Junior Market Sale

1. Assist youth in preparing animals and declaring the animals for the sale, help the youth locate and invite buyers, and work with Fair Board to make sure the event is structured to enhance the youth's experience. UW Extension shall receive 3% of the total proceeds from each Junior Market Sale.

III. Judges

1. UW Extension places a high value on having quality judges to support the process of positive youth development and actively updates the online database. The online database is made up of contributions from Wyoming fairs and 4-H and is a great starting point for selecting judges. (www.wyomingextension.org/4hjudging).
2. UW Extension staff will communicate with judges and superintendents any program expectations and needs through the Fair Board/Office for preparation and training purposes prior to fair.

IV. Entries

1. Conduct an "entry night" type of event to help youth, their families, and 4-H clubs and leaders complete the online entry forms for fair, with assistance from the Fair Board and/or staff.
2. Provide workshops and opportunities for youth to obtain certifications when required for participation in 4-H shows at the County Fair (e.g. horse certifications, dog jump height cards).

V. Show Works or Fair Software

1. Work in conjunction with Fair Board staff to provide a staff member(s) who will be trained to assist the public, 4-H members, and families in signing up for the Converse County Fair.

VI. Show Participate

1. Ensure a UW Extension staff member is present at all shows involving a 4-H youth.

County Fair Board Responsibilities:

I. Fair Board Manager

1. Hire and set the responsibilities of the fair board manager position.

II. Livestock weighing and tagging for Converse County Fair

1. Provide tags for the different species to be tagged; set dates for weigh-in and tagging; provide facilities for weighing and tagging; provide rules for tagging to UW Extension to distribute to participants; provide oversight of the tagging process; have the requirement

identified in the Junior Market Sale agreement; and enforce compliance to determine eligibility to sell in the Junior Market Sale.

III. Planning

1. Secure and plan the use of facilities on the Wyoming State Fair grounds for the Converse County Fair, including meeting with Wyoming State Fair staff to discuss buildings, setup, organization, and other needs for operation of the Converse County Fair.
2. Recognize that 4-H competitions, shows, events, and programs need to support the rules, requirements, and mission of the 4-H program.
3. Provide personnel for clerking at all shows.
4. Implement suggestions and input regarding best practices for youth-related events, shows, competitions, and associated recognition from UW Extension.
5. Annually set the dates of subsequent County Fairs and determine the schedule of events in consultation with other interested parties by each September.
6. Request permission for use of both the 4-H name (4-H) and emblem (clover) from UW Extension Emblem for any printed or audio materials and abide by usage parameters indicated by UW Extension.; such permissions must be granted prior to utilization. The 4-H name and emblem are federally protected and have legal usage implications under the direction of the UW Extension employees.
7. Provide equipment, facilities, displays, tables, chairs, and entertainment based on funding available at discretion of the Board and State Fair Maintenance.
8. Evaluate the written suggested rules, program requirements, and change requests brought by UW Extension prior to monthly Fair Board meetings and implement them whenever feasible recognizing their need to comply with State 4-H rules and requirements and the 4-H program mission. These will be listed on the Fair Board meeting agenda for the following month.
9. Establish rules for participation in the County Fair with consideration to meeting 4-H program rules, requirements, mission, and needs.
11. Prepare the Fair Book for review by UW Extension no later than March 15th and publish by May 1st each year. Provide UW Extension released changes when State Fair book is published.
12. Facilitate, organize, and plan a Converse County Junior Market Sale, including securing and preparing a sale ring area; organizing any consignments; printing and distributing sale programs; contracting with or otherwise securing an auctioneer, ring men, processors, brand inspectors, clerking table help, sale bookkeeping firm, trucking for sale animals, load out help, photographers, and any other necessary assistance; and organize and hold a Community BBQ with entertainment following the Junior Market Sale.
13. Progress reports and plans will be discussed at monthly Fair Board meetings.
14. Remit to UW Extension 3% of the Junior Market Sale total proceeds in a timely manner.

IV. Judges/Superintendents

1. Hire and appoint superintendents and show committee members, including clerks, announcers, stewards, and other personnel, who shall also serve as subcommittee members and/or /volunteers of the Fair Board.

2. Secure, train, pay, and supervise judges needed for the County Fair.
3. Coordinate communication and training efforts of judges and superintendents, including requests made from UW Extension due to special requirements, rules, and requirements for 4-H competitions, events, shows, and other programming.
4. Fair manager will post classes 30 minutes prior to shows, any errors must be rectified prior to the show.

V. Board

1. Provide meeting agendas and minutes to the Converse County website and UW Extension.

VI. Prizes, Awards, and Sponsors

1. Mail out annual sponsorship letters to local and state businesses by May 1st; email is an acceptable format for submission
2. Provide awards and premiums for all County Fair events as designated by the Fair Board.

VII. Website and Social Media

1. Maintain and fund the Converse County Fair website and Facebook page with current and up to date information.

VIII. Show Works or Fair Software

1. Work in conjunction with UW Extension to provide a staff member(s) who will be trained to assist the public, 4-H members, and families in signing up for the Converse County Fair.

IX. Entries

1. Participate with the UW Extension “entry night” to assist youth, their families, and 4-H clubs and leaders in completing their entry forms for participation in the County Fair.
2. Provide exhibit tags, stall cards, and other associated items as determined by the Fair Board with consideration given to all interested parties.
3. Facilitate weighing and tagging of beef, sheep, swine, and goats.

Board of Converse County Commissioners (BOCC) Responsibilities:

I. Funding

1. Provide annual funding for the Converse County Fair Board, at the sole discretion of the BOCC, based upon budget requests from the Fair Board.
2. Provide funding for the UW Educator position per the executed agreement with the University of Wyoming.
3. Provide county employee(s), office space, and an operations budget for the UW Extension program.
4. Assist the UW Extension Office and the County Fair Board as needed and/or requested to ensure the success of local 4-H programs and the Converse County Fair.

Joint Responsibilities of UW Extension and the County Fair Board:

- I. Proactively and positively support the value and fun of county fair.
- II. Support and uphold the rules of County Fair.
- III. Work collectively in securing the livestock for 4-H fair events in which livestock are needed.
- IV. Participate in a pre-fair meeting (typically annually in June) as scheduled by the Fair Manager to review responsibilities and expectations of each entity and assign

responsibilities for items not already addressed in this MOU. This meeting will provide an opportunity to review details relating to health certificates, animal safety certifications, paperwork requirements for various shows, and any other pertinent information.

- V. Participate in a post-fair meeting to include members of FFA, UW Extension, Wyoming State Fair, and County Fair Board to review previous fair operations and discuss any possible workflow changes. This meeting will also provide an opportunity to review and finalize the MOU for the upcoming year. The Fair Manager or Chairman of the Fair Board will conduct this meeting, which shall typically occur one hour before the August Fair Board Meeting.

This agreement commences on the date of the last signatory and terminates one year from that date unless extended by all parties.

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

UNIVERSITY OF WYOMING EXTENSION

Signature

Date

Printed Name and Title

CONVERSE COUNTY FAIR BOARD

Signature

Date

Printed Name and Title

BOARD OF CONVERSE COUNTY COMMISSIONERS

James H. Willox, Chairman

Date

ATTEST:

Karen Rimmer, County Clerk

Date