



WAR MEMORIAL AGREEMENT

WHEREAS there is a need for an agreement for the War Memorial on the northwest corner of the courthouse square that has existed since at least February 6, 1945 when the Board of County Commissioners met with the Hulett and Sundance Legion Posts made plans to build the Memorial for the men that served in World War II to be erected on the courthouse lawn and having the names of the men from Crook County participating in the war engraved thereon; and

WHEREAS Crook County had the original World War II Memorial on the courthouse square constructed, it had fallen into disrepair and the County Commissioners approved of some renovations proposed by Earl Gray on behalf of the War Memorial Committee to the War Memorial Square on September 4, 1990; and

WHEREAS the World War II Memorial was renovated to include both World War I and World War II veterans, and the new War Memorial that included Korea and Vietnam Veterans were dedicated on November 11, 1989; and

WHEREAS the War Memorial were again dedicated on November 11, 1995; and

WHEREAS the parties agree that an Agreement should be entered to set forth the history, rights and responsibilities of the parties;

THEREFORE, the parties enter into this War Memorial Agreement for the Use of the Courthouse Square.

THIS AGREEMENT is made and entered into by and between **CROOK COUNTY, WYOMING**, (hereinafter referred to as the "**COUNTY**"), whose address for purposes of this agreement is P.O. Box 37, Sundance, WY 82729, City of Sundance, (hereinafter referred to as the "**CITY**"), whose address for purposes of this agreement is P.O. Box 542, Sundance, WY 82729 and **Crook County War Memorial Committee** (hereinafter referred to as "**WMC**"), whose address for purposes of this agreement is, P.O. Box 581 Sundance, WY 82729.

WITNESSETH:

I.

The **COUNTY**, and **CITY** does hereby enter into this agreement with the **WMC** concerning the War Memorial:



II.

Term: The term of this Agreement shall be for a period of fifty (50) years commencing on the 7th day of May, 2019, and terminating on the 7th day of May, 2069, unless sooner terminated as hereinafter provided. This agreement shall automatically renew at the end of each fifty (50) year term unless sooner terminated as hereinafter provided.

III.

The COUNTY covenants and agrees to:

a. **Location:** Provide the land to place the War Memorial and the base on the northwest corner courthouse square located upon the following described property, to-wit:

Block 8 to the Original Town site of Sundance known as the Courthouse square of the Town of Sundance, Crook County, Wyoming

b. **Maintenance:** Provide general maintenance of the base area of the War Memorial such as snow removal, mowing and weeding.

c. **Liability:** Provide coverage if available from the Local Government Liability Pool.

d. **Property Insurance:** Provide property insurance for the War Memorial and, as the County sees fit from the COUNTY'S insurance provider.

e. **Ownership:** The COUNTY on behalf of the people of Crook County, WY is the owner of the War Memorial.

f. **Flag Display:** The COUNTY will raise and lower the United States flag as declared by the President and or Governor.

g. **Volunteers:** The members of the WMC are considered as volunteers of the County and will be covered by the COUNTY.

h. **Funds:** If the WMC desires the COUNTY shall set up a line item in the County Budget to accept and deposit all such funds in the name of the War Memorial and only expend said funds approved by the WMC for the benefit of the War Memorial.

IV.

The CITY of SUNDANCE covenants and agrees to provide the electricity for the lighting of the War Memorial at their discretion as it has for many years.



V.

The WMC covenants and agrees to:

- a. **Fundraiser:** Raise sufficient funds for the placement of names on the memorial, additions, replacement, removal and repair of the War Memorial and base.
- b. **Removal:** Remove the War Memorial and base if either falls in disrepair or the COUNTY determines that the War Memorial and/or base need to be removed to expand the courthouse or for any other reason after a public hearing with ninety (90) days' notice to the parties to this agreement. If there is no response from the WMC then notice shall be published as set forth below.
- c. **Update, Repair and Maintenance:** Update, repair and maintain the War Memorial and any improvements including but not limited to adding names, wars, conflicts, the flag holders, poles, and or base if it falls in disrepair. Maintain and replace and display all flags in conformance with the United States Flag Code 4 USCA 5 through 10 and any amendments thereto.

VI.

- a. **Selection Criteria:** The requirements to have a person's name placed on the War Memorial shall meet the requirements of the WMC and is restricted as follows:
 1. Be a resident of Crook County, WY when first enlisted into the military service (as indicated as Home of Record at Time of Entry on the DD-214) or be stationed in Crook County, WY when reenlisting into the military service; and
 2. Be honorably discharged from the military service and provide proof thereof with a DD-214 (honorably discharged); and
 3. Military service includes the Army, Navy, Marines, Air Force, Coast Guard and includes National Guard members, if they were called for active duty, or be a reserve member of a military service or a member of a National Guard Unit from another county or state, when called to active duty while being a resident of the Crook County, WY.
 4. Dishonorably discharged members of any military service are not eligible to be placed upon or remain on the War Memorials.



5. If a person has served in more than one war or military conflict that person shall be placed on each designated area for that war of conflict.

b. **Selection Criteria for designated War or Conflict:** The requirements to designate other wars or conflicts on the memorial shall be determined by the WMC as follows:

1. As declared by Congress or the President.

2. The locations of the wars or conflicts shall be on the front and the back of the memorials.

VII.

General Provisions:

a. **Disputes:** In the event a dispute should arise between the COUNTY, CITY and or WMC, this agreement may be terminated by the parties. Termination may occur by the parties in the event of violation of any of the provisions herein to be kept by either the parties by giving the party in violation written notice to correct the violation, and if the party so notified does not correct the violation within ninety (90) days after receiving notice, this agreement shall be terminated and the COUNTY shall immediately surrender peaceful possession of the War Memorial, which shall be removed by the WMC. If the WMC fails to remove or repair the War Memorial, then the COUNTY shall have the right to remove the War Memorial in any manner the COUNTY so desires.

b. **Notice:** Any written notice required to be given pursuant to this agreement shall be deemed given upon the following:

- 1) Delivery in person to any of the parties to this agreement;
- 2) Certified mailing, postage prepaid, of notice addressed as follows:

County of Crook
P.O. Box 37
Sundance, WY 82729

War Memorial Committee % Earl Gray
P. O. Box 581
Sundance, WY 82729

City of Sundance
P.O. Box 542
Sundance, WY 82729



- 3) Any change of notice address must be given to the other party in writing.
- 4) If any party may no longer be notified in person or by certified mail notice shall be satisfied by publishing the notice in the official newspaper of the COUNTY once a month for three (3) consecutive months before the hearing or action is taken.

c. **Amendments:** Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.

- 1) The selection criteria for persons named on the War Memorial set forth in VI. above cannot be amended retroactively by any party for previous wars or conflicts. The selection criteria can only be changed for future wars or conflicts after the effective date of the amendment.

- 2) Prior to any proposed amendment to this agreement being adopted Notice shall be published in the official newspaper of the COUNTY once a month for three (3) consecutive months before the hearing or action is taken.

d. **Indemnification:** Each party to this Agreement shall be responsible for any liability arising from its own conduct except as stated herein.

e. **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 so as to create such status. The rights, duties, and obligations contained in this agreement shall operate only between the parties to this agreement, and shall inure solely to the benefit of the parties to this agreement. The provisions of this agreement are intended only to assist the parties in determining and performing their obligations under this agreement. The parties to this agreement shall have any legal or equitable right to seek to enforce this agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this agreement, or to bring an action for the breach of this agreement.

g. **Time is of the Essence:** Time is of the essence in all provisions of this agreement.

h. **Wyoming Law Governs:** 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 lease agreement and the parties, and the venue shall be



the Crook County Judicial District, Sundance, Wyoming.

i. **Sovereign Immunity:** The COUNTY and CITY do not waive governmental immunity by entering into this Agreement. The COUNTY and CITY specifically retains immunity and all defenses available to them as a governmental entity pursuant to Wyoming Statute 1-39-104(a) and all other state law.

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

k. **Signatures:** By signing this Agreement, the parties certify they have read and understood it, they agree to be bound by the terms of the Agreement, and they have the authority to sign it.

DATED as of the date the acknowledged signatures of the parties appear below.

War Memorial Committee

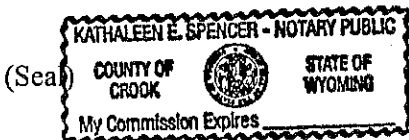
By: Earl Gray
Earl Gray, on behalf of the War Memorial Committee
State of Wyoming

County of Crook

Acknowledged to before me on AUGUST 1, 2019

By Earl Gray, on behalf of and authorized by War Memorial Committee.

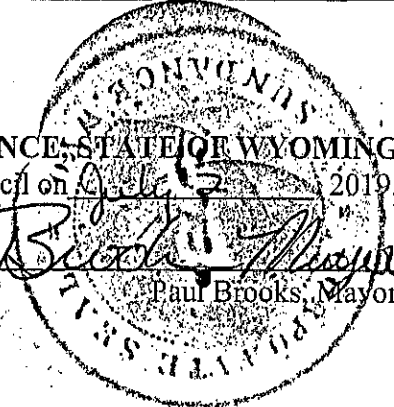
Kathaleen Spencer
Notary Public
My Commission expires: 11.28.22





CITY OF SUNDANCE, STATE OF WYOMING
ADOPTED AND APPROVED by the City Council on July 5, 2019.

Paul Brooks
Paul Brooks, Mayor



State of Wyoming }

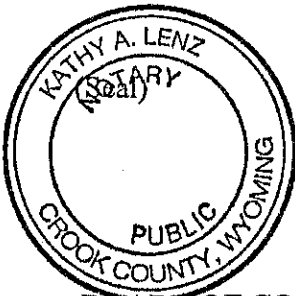
County of Crook }

Signed or attested before me on July 8, 2019 by Paul Brooks, Mayor on behalf of the City of Sundance, Wyoming.

Kathy A. Lenz

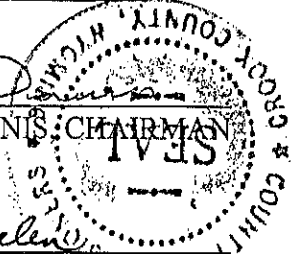
Kathy Lenz, City Clerk

My commission expires: 10-05-2019



BOARD OF COUNTY COMMISSIONERS IN AND FOR CROOK COUNTY, WY
ADOPTED AND APPROVED by the County Commissioners on August 5, 2019.

BY Kelly B. Dennis
KELLY B. DENNIS, CHAIRMAN



BY Jeanne A. Whalen
JEANNE A. WHALEN, VICE-CHAIRWOMAN

BY Fred W. Devish
FRED W. DEVISH, MEMBER

State of Wyoming }

County of Crook }

Signed or attested before me on August 5, 2019 by Kelly B. Dennis, Chairman, Jeanne A. Whalen, Vice-Chairwoman and Fred W. Devish, Member, Board of Crook County Commissioners in and for Crook County, Wyoming.

Linda Fritz

LINDA FRITZ, CROOK COUNTY CLERK

My term of office expires January 2, 2023



Approved as to Form:

Joseph M. Baron County Attorney See Comm Proceedings Book 12 Page 26 May 8, 2019