

MEMORANDUM OF UNDERSTANDING
Between
LARAMIE COUNTY & UNIVERSITY OF WYOMING
LARAMIE COUNTY 4-H PROGRAM

THIS MEMORANDUM OF UNDERSTANDING (hereinafter “MOU” or “Agreement”) is made and entered into by and between Laramie County, 3801 Archer Pkwy., Cheyenne, Wyoming 82009 (“COUNTY”) and the University of Wyoming by and through UW-Laramie County 4-H, 1400 E. College Dr., Pathfinder Building 406D, Cheyenne, Wyoming 82007 (“4-H”). For and in consideration of the promises, covenants, terms and provisions contained in this agreement, the parties mutually agree:

I. PURPOSE

COUNTY agrees to permit 4-H to use the premises owned by COUNTY located at 3801 Archer Pkwy., Cheyenne, Wyoming 82009 (the “Archer Complex” or “premises”), for purposes relating to participation in the Laramie County Fair (“Fair”) and for 4-H program activities conducted throughout the year, including but not limited to meetings, practices, clinics, educational programming, and other approved 4-H uses, as provided herein.

II. TERM

This MOU shall be effective for a period of four (4) years from the date of execution unless terminated in accordance with this agreement.

III. USAGE

A. Facilities Covered: This MOU applies to the following facilities located within the Archer Complex:

- Event Center at Archer
- M&K Building (Exhibit Hall)
- Archer Community Center
- Rodeo Arenas
- Outdoor grounds and associated spaces
- Shooting Sports Complex

Use of any facility is subject to availability and approval as outlined in this agreement.

B. Types of Use:

- i. **County Fair Use:** COUNTY agrees to make facilities available to 4-H for participation in the Laramie County Fair during the designated Fair period. 4-H acknowledges and agrees that no specific facility or space is guaranteed, and all use shall be subject to availability, scheduling, and operational considerations as determined by COUNTY. COUNTY shall make reasonable efforts to accommodate 4-H space needs in support of Fair participation.
- ii. **Year-Round Program Use:** 4-H may request use of facilities outside of the County Fair for the following purposes:
 - a. Club meetings

- b. Practices and rehearsals
- c. Clinics and educational programming
- d. Shooting sports activities

IV. SCHEDULING AND PRIORITY

All facility use requests shall be submitted by the Laramie County 4-H Office or designated 4-H Educator. Each individual club or user group must designate a primary point of contact. COUNTY events, County-sponsored activities, and revenue-generating rentals shall take priority over 4-H use. The Laramie County Events Director (or designee) retains sole authority to approve or deny any request based on:

- Facility availability
- Operational capacity and staffing
- Risk management considerations
- Condition or readiness of facilities
- Scheduling conflicts or competing uses

V. FEES AND COSTS

No rental fees shall be charged for routine 4-H club meetings, practices, or standard educational programming. Any 4-H activity that includes, but not limited to, participant registration fees, admission charges, vendor fees, or commercial/revenue-generating components shall be subject to COUNTY rental rates, fees, and applicable policies in effect at the time of booking. COUNTY reserves the right to determine when an event qualifies as revenue-generating.

VI. RESPONSIBILITIES

A. Responsibilities of 4-H

- i. Coordinate all facility use through the Laramie County 4-H Office and designated Educators.
- ii. Ensure each club or activity has a designated responsible adult present during use.
- iii. Use facilities only for approved purposes.
- iv. Leave facilities in clean and orderly condition following each use.
- v. Be responsible for any damage caused by participants, volunteers, or attendees.
- vi. Arrange move-in and move-out times in advance with COUNTY staff.
- vii. Remove all equipment and materials promptly following use unless otherwise approved.
- viii. Upon request of County in advance of any activity to take place in County property, require event participants to sign a release of liability form in favor of the County on a form approved by the County.

ix. Responsibilities of COUNTY

- i. Provide reasonable access to facilities in support of 4-H programming, subject to this agreement.
- ii. Coordinate scheduling and communicate availability in a timely manner.
- iii. Maintain facilities in a condition suitable for their intended use.

VII. REVOCATION OF PREVIOUS MOU

A. Upon execution of this MOU, the Parties hereby agree that the previous MOU, File Number 220215-10 is hereby terminated as prescribed by Section V. General Provisions, A. Termination of MOU 220215-10.

VIII. GENERAL PROVISIONS

A. Termination: This MOU may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this MOU; (b) by either party, with thirty (30) days' prior written notice to the other party; (c) pursuant to the terms of this MOU; or (d) upon mutual written agreement by both parties.

B. Entire Agreement: This MOU, consisting of (6 pages), and Request to Participate and Release (1 page), represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

C. Assignment: Neither this MOU, nor any rights or obligations hereunder shall be assigned or delegated by any party without the prior written consent of the other party. In addition to the foregoing, 4-H is specifically prohibited from sub-leasing, renting, loaning or otherwise providing access to the Premises to any other organization, club, individual, association or entity for any use without prior written approval by COUNTY.

D. Modification: This MOU shall be modified only by a written agreement, duly executed by all parties hereto.

E. Invalidity: If any provision of this MOU is held invalid or unenforceable by any court of competent jurisdiction, or if COUNTY is advised of any such actual or potential invalidity or inability to enforce, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the expressed intent of the parties that the provisions of this MOU are fully severable.

F. Applicable Law and Venue: The parties mutually understand and agree that this MOU shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this MOU or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement in executing this MOU. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this MOU.

G. Contingencies: 4-H certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with this MOU, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this MOU.

H. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this MOU because of race, color, gender, creed, handicapping condition, or national origin.

I. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans with Disabilities Act, P.I. 101-336, 42 U.S.C. 12101, et seq., as amended, and/or any properly promulgated rules and regulations relating thereto.

J. Governmental/Sovereign Immunity: The parties do not waive Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., as amended, by entering into this MOU. Further, The parties fully retain all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this MOU.

K. Indemnification & Damage to Property: Neither party shall indemnify, defend, or hold harmless the other from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses and attorney's fees incurred related thereto, to the extent arising out of this agreement.

COUNTY assumes no responsibility for any property placed in the Archer Complex for purposes of 4-H activities conducted pursuant to this MOU.

L. Third Parties: The parties do not intend to create in any other individual or entity the status of 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 among the parties to the MOU, and shall inure solely to the benefit of the parties to this MOU.

M. Independent Contractor: The services, activities and operations to be performed by the 4-H are those of an independent contractor and not as an employee of COUNTY. 4-H and its agents or volunteers will be treated as an independent 4-H for federal tax filing purposes. Neither 4-H nor its agents or volunteers are eligible for Laramie County Employee benefits. 4-H assumes responsibility for its personnel who provide services in relation to or pursuant to this MOU and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them.

N. Conflict of Interest: The parties affirm, to their knowledge, no 4-H member or employee has any personal beneficial interest whatsoever in this MOU.

O. Notices: All notices under this MOU shall be deemed sent when deposited in the US Mail, properly stamped and addressed to the party for whom intended at such party's address listed herein, or when personally delivered to such party. A party may change its address for notice hereunder by giving written notice to the other party.

P. Authority: By signature below, the parties agree and warrant that the signatory has authority to bind the respective parties to the terms of this MOU.

Remainder of this page intentionally left blank.

**MEMORANDUM OF UNDERSTANDING
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& LARAMIE COUNTY 4-H PROGRAM**

Signature Page

LARAMIE COUNTY

By: _____ Date _____
Chairman, Board of Laramie County Commissioners

ATTEST:


By: _____ Date _____
Laramie County Clerk

UNIVERSITY OF WYOMING - LARAMIE COUNTY 4-H PROGRAM

Signed by:
By:  _____ Date 6/17/2026
77818E739DAE4E0

This MOU is effective the date of the last signature affixed to this page.

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  _____ Date 6/17/26
Laramie County Attorney

