

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**LARAMIE COUNTY & CLIMB WYOMING**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU" or "Agreement") is made and entered into by and between Laramie County, Wyoming, P.O. Box 608, Cheyenne, Wyoming 82003-0608 ("COUNTY") and Climb Wyoming, 1709 Carey Avenue, Cheyenne, Wyoming 82001 ("CLIMB"); collectively referred to as "PARTIES". For and in consideration of the promises, covenants, terms and provisions contained in this agreement, the parties mutually agree:

**I. PURPOSE**

The purpose of this MOU is to outline the collaboration of the parties to provide employment opportunities for Climb Wyoming participants within Laramie County Government.

**II. TERM**

This MOU shall commence on the last date executed by the duly authorized representatives of the Parties to this MOU. This agreement shall remain in effect for a term of two (2) years, or until terminated pursuant to the provisions of this MOU.

**III. RESPONSIBILITIES OF COUNTY**

- A. COUNTY shall provide employment and other services specified in and consistent with the Work Experience Agreement a copy of which is attached and incorporated herein at Exhibit A.
- B. COUNTY shall provide documentation of amounts paid to the employee participant.
- C. COUNTY shall acquire the necessary release from the employee participant to permit the exchange of information regarding employment.
- D. COUNTY shall coordinate with CLIMB with regard to Work Experience Agreement and related performance evaluations.

**IV. RESPONSIBILITIES OF CLIMB WYOMING**

- A. CLIMB shall identify work participants appropriate for employment within the COUNTY.
- B. CLIMB shall provide training for work participants including assisting with job placement and support for the Employee while working for the COUNTY.
- C. CLIMB shall Reimburse the COUNTY for work performed under this agreement based upon the actual cost incurred by the work experience participant's entry level salary

and/or gross wages, including paid time off and holiday pay for non-overtime hours (40 hours or less per week) of the work experience participant, with the exception that no reimbursement of employer paid retirement costs shall be paid from funds covered by the Work Experience Agreement.

- D. CLIMB shall provide support to the participant including by conducting two (2) Work Experience Performance Evaluations during the participant's initial employment with the County.
- E. CLIMB shall acquire the necessary release from the employee participant to permit the exchange of information regarding employment.

## **V. GENERAL PROVISIONS**

- A. **Selection Process/Recruitment:** CLIMB understands that the COUNTY shall undertake its regular process for the selection of an employee for any vacant position. CLIMB participants will not be given preferential treatment in the selection process. CLIMB must coordinate all recruiting/employment efforts with the Human Resources Department of the COUNTY and CLIMB understands that they may not contact individual departments directly.
- B. **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.
- C. **Entire Agreement:** This MOU, consisting of (4 pages) and Exhibit A (5 pages) represent the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.
- D. **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.
- E. **Modification:** This MOU shall be modified only by a written agreement, duly executed by all parties hereto.
- F. **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.
- G. **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.

- H. **Contingencies:** CLIMB certifies and warrants no gratuities, kickbacks 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.
- I. **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.
- J. **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.L. 101-336, 42 U.S.C. 12101, et seq., as amended, and/or any properly promulgated rules and regulations relating thereto.
- K. **Governmental/Sovereign Immunity:** The COUNTY invokes its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., as amended, by entering into this MOU. Furthermore, Each PARTY fully retains 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.
- L. **Indemnification & Damage to Property:** Each party to this agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- M. **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.
- N. **Conflict of Interest:** The parties affirm, to their knowledge, no CLIMB 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.

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**Signature Page**

LARAMIE COUNTY

By: \_\_\_\_\_ Date \_\_\_\_\_  
Chairman, Board of Laramie County Commissioners

ATTEST:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Laramie County Clerk

CLIMB WYOMING

By: K \_\_\_\_\_ Date 3/6/24  
Authorized Representative

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By: L.L. Leese \_\_\_\_\_ Date 3.8.24  
Laramie County Attorney's Office