

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, PO 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 consistence 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 participants.
- 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 employee participants 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 fewer per week) of the work experience participant for a period of six (6) weeks, 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 employee participant, including by conduction two (2) Work Experience Performance Evaluations during the participant's initial six (6) week employment period 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 shall coordinate all recruiting/employment efforts with the Human Resources Department of the COUNTY and CLIMB understands that it 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 (5 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.
- 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.I. 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 does not waive 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.

Remainder of this page intentionally left blank.

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

Signature Page

LARAMIE COUNTY

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

ATTEST:

By: _____ Date _____
Laramie County Clerk

CLIMB WYOMING

By:  _____ Date May 22, 2026

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  _____ Date 6/5/2026
Laramie County Attorney's Office

Performance of Tasks Assigned: Employee demonstrates an understanding of the tasks assigned; demonstrates the ability to complete tasks accurately and on time; demonstrates the ability to use time efficiently.

1 Unacceptable 2 Needs Improvement 3 Meets expectations 4 Often exceeds expectations 5 Consistently exceeds expectations

Comments/Examples:

Workplace Appearance: Employee wears appropriate clothing for the workplace; maintains acceptable cleanliness for the work environment; demonstrates an understanding of workplace expectations around dress and hygiene.

1 Unacceptable 2 Needs Improvement 3 Meets expectations 4 Often exceeds expectations 5 Consistently exceeds expectations

Comments/Examples:

Participant Training Habits: Participant demonstrates flexibility on the job; demonstrates a positive attitude; a proactive approach to problem solving; follows safety rules; adheres to work policies and procedures.

1 Unacceptable 2 Needs Improvement 3 Meets expectations 4 Often exceeds expectations 5 Consistently exceeds expectations

Comments/Examples:

Employee's Comments:

Supervisor's Signature

Date

Participant's Signature

Date

File in
Participant's File



W Y O M I N G

Work Experience Agreement

Site: _____
Program Number: _____

Participant Information:

Participant Name

Agreement Start Date

Employer Information:

Employer

Mailing Address

City, State, ZIP Code

Telephone Number (Including Area Code)

Supervisor Name, Title

Email

Occupational Title for Participant's Position

Job Specific Skills:

Participant Name _____

Payment Information:

Climb will reimburse the employer % of the non-overtime gross wages,

on the first paychecks earned. Hourly wage is .

Employer pays every weeks, starting on .

Maximum amount to be reimbursed by Climb under this agreement:

Reimbursed paycheck dates are as follows:

It is the responsibility of the employer to provide documentation of amounts paid to participant. Employer must provide documentation of amounts paid in the form of pay stubs or payroll reports by . Failure to provide documentation by this date specifically releases Climb from the responsibility to reimburse the employer under this agreement.

General Agreement:

Climb Wyoming and the employer mutually agree to participate in an employment and training program in accordance with the laws, regulations, rules, and procedures of the State of Wyoming. The employer shall provide employment and other services specified in, and consistent with, this Work Experience Agreement. The employer further accepts and agrees to the terms and conditions specified on this Work Experience Agreement and the attached Special Provisions. Reimbursement to the employer by Climb Wyoming under the Work Experience Agreement shall not exceed the amount specified in the Agreement. Agreement is effective the day and year first written above

Print or Type Employer's Name & Title

Employer's Authorized Signature

Print or Type Climb Wyoming's Name & Title

Climb Wyoming's Authorized Signature

***FOR CLIMB STAFF USE ONLY:**

