

MEMORANDUM OF UNDERSTANDING BETWEEN
CAMPBELL COUNTY BOARD OF BOARD OF COMMISSIONERS
AND
CAMPBELL COUNTY SCHOOL DISTRICT #1
Agreement No. 2026 – 2028

THIS AGREEMENT is made and entered into between the Campbell County Board of County Commissioners (Agency), whose address is 500 South Gillette Avenue, Gillette, Wyoming 82716 and the Campbell County School District #1 (Provider), whose address is 1000 West Eight Street, P.O. Box 3033, Gillette, Wyoming 82717-3033.

IN CONSIDERATION of the mutual covenants and obligations expressed within the Community Juvenile Service Board (CJSB) grant award through the Wyoming Department of Family Services, it is agreed by and between the parties hereto as follows:

1. This Agreement shall be deemed to have commenced on July 1, 2026, and shall remain in full force and effect until June 30, 2028.
2. Provider shall be responsible for the administration of the At-Risk Transition Coordinator within the Campbell County School District #1. Provider agrees to provide services in accordance with this Agreement, its proposal dated July 1, 2026, and the Statement of Work, Campbell County School District #1 for Community Juvenile Services Board FY26-28 Contract, attached hereto as Exhibit 1 and incorporated herein.
3. Provider shall bill monthly for services provided by a properly executed voucher presented to the Chair of the Community Juvenile Service Board at 500 South Gillette Avenue, Suite B600, Gillette, Wyoming 82716, for review prior to approval and payment. Requests for payment shall not exceed the total sum of \$84,794.00 (unless otherwise approved by the Community Juvenile Services Board) during the entire term of this Agreement.
4. To the fullest extent permitted by law, Provider agrees to defend and hold harmless the Agency, its elected and appointed officials, sponsors, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses, arising from or in connection with, this Agreement except to the extent liability is caused by the sole negligence or willful misconduct of the Agency. Provider shall maintain Professional Liability or Errors and Omissions Liability insurance protecting against all claims arising from the Provider's alleged or real professional errors, omissions, or mistakes in the performance of professional duties under this Agreement, with minimum limits of \$1,000,000.00 each occurrence and \$1,000,000.00 general aggregate. Provider acknowledges its understanding of this paragraph and realizes a potential financial obligation to the Program in the event of litigation.
5. Agency and Provider shall treat as confidential and not disclose to others, information (including technical information, experience, or data) regarding either parties' plans or Programs which come within the knowledge of the parties, without in each instance, securing the prior written consent of the other party, unless such disclosure is required by law or legal process. Nothing contained herein shall prevent, either Provider or Agency from disclosing to others or using any manner of information which either party may show: (a) has been published or has become part of the public domain by acts of Provider or Agency; (b) has been furnished made known to Provider or Agency by third parties without restrictions on its disclosure; or (c) was in either parties' possession prior to the disclosure thereof by Agency or Provider to each other. Further, Provider shall maintain and restrict disclosure of records regarding clients in accordance with all state, local and federal laws.

6. General provisions:

a. The services to be performed by Provider are those of an independent contractor and not as an employee of Agency. Provider agrees to assume responsibility for payment of all applicable federal, state, and local taxes or contributions imposed or required under employment insurance, social security, income tax and worker's compensation with respect to performance of this Agreement.

b. Agency and Provider are independent entities, and their employees and volunteers are not to be considered agents or employees of the other.

c. This Agreement and attached documents, including the Agreement between Campbell County and the Campbell County School District #1 represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations, and agreements, whether written or oral.

d. Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

e. This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

f. The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if Agency is advised of any such actual or potential invalidity or unenforceability, such holding, or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties to this Agreement that any provision herein may be severed from the Agreement as a whole.

g. If any dispute arises between the parties from or concerning this Agreement 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, Sixth Judicial District, sitting in Gillette, Wyoming. The parties hereby waive any objection that a suit or proceeding brought in the foregoing forum is brought in an improper or inconvenient forum or otherwise should be heard in any other forum for any reason including, without limitation, insufficiency in the service of process. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to Provider and to Agency executing this Agreement. Nothing in this provision is intended nor shall it be construed as to waive Agency's sovereign immunity in any way.

h. Provider certifies and warrants no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement.

i. The parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.

j. The 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., and/or any properly promulgated rules and regulations relating thereto, and each party further agrees to indemnify, release, save and hold harmless the other and their officers, agents and employees from any causes of action or claims or demands arising out of the failure of that party in performing this Agreement to comply with the requirements, responsibilities and/or duties as such are set forth in the Americans with Disabilities Act and/or properly promulgated rules and regulations related thereto.

k. Provider and Agency do not waive its Governmental Immunity, as provided by any applicable law including W.S. 1-39-101 et seq., by entering into this Agreement. Further, Provider and Agency fully retain all immunities and defenses provided by law with regard to any action, whether in tort, agreement or any other theory of law, based on this Agreement.

l. Agency and Provider affirm, to their knowledge, no Provider employee has any personal beneficial interest whatsoever in the Agreement described herein. No staff member of Provider, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.

m. Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond its control, and without the fault or the negligence of the party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of the party.

n. 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 parties to this Agreement intend and expressly agree that only parties signatory 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 action for breach of this Agreement. This provision is not intended to waive Agency's sovereign immunity in any way and shall not be construed to waive Agency's sovereign immunity in any way.

o. Agency's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services provided by Provider, this Agreement may be terminated by Agency at the end of the period for which funds are available. Agency shall notify Provider, at the earliest possible time, of the services which will or may be affected by a shortage of funds. No penalty shall accrue to Agency in the event this provision is exercised, and Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit Provider to terminate this Agreement to acquire similar services from another party.

p. All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed below or when personally delivered to the party. A party may change its address and/or the designated attention person for notice hereunder by giving written notice to the other party.

Campbell County Board of County Commissioners
Attention: Linda Allred, Grant Specialist
500 South Gillette Ave., Suite 1100
Gillette, WY 82716

Campbell County School District #1
Attention:
1000 West Eighth Street,
P.O. Box 3033
Gillette, WY 82717-3033

q. Either party may terminate this agreement upon a sixty (60) day written notice provided to the other party.

CAMPBELL COUNTY BOARD OF COMMISSIONERS

BY: _____ Dated _____

CAMPBELL COUNTY SCHOOL DISTRICT #1

BY: _____ Dated _____