

ADDENDUM
to
HUMAN SERVICES AGREEMENT
FY 2026
between
LARAMIE COUNTY, WYOMING AND UNITED WAY OF LARAMIE COUNTY

THIS ADDENDUM is made and entered into by and between the Laramie County, P. O. Box 608, Cheyenne, Wyoming 82003, Wyoming 82009 ("COUNTY") and United Way of Laramie County, 1007 East Lincolnway, Cheyenne, WY 82001 ("CONTRACTOR") (COUNTY and CONTRACTOR collectively known as "Parties" herein.) The Parties agree as follows:

I. PURPOSE

The purpose of this Addendum is to modify the "Human Services Agreement, FY 2026, Laramie County, Wyoming/United Way of Laramie County" (hereinafter "Agreement"), attached and incorporated herein as "**Attachment A**" to clarify CONTRACTOR'S community services, for which COUNTY will support with funding for the 2026 fiscal year.

II. TERM

This Addendum shall commence on the date last executed by the duly authorized representatives of the parties to this Agreement and shall remain in full force and effect until the Agreement and Addendum are completely performed or are terminated as provided herein.

III. RESPONSIBILITIES OF CONTRACTOR

CONTRACTOR shall provide and complete the services as fully described in the Agreement, and as modified by the amounts anticipated in **Exhibit A**.

V. GENERAL PROVISIONS

1. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of the COUNTY. CONTRACTOR is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. CONTRACTOR assumes responsibility for its personnel who provide services pursuant to this Contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. CONTRACTOR is free to perform the same or similar services for others.

2. Entire Agreement: The Agreement (6 pages) and this Addendum (5 pages) represents the entire and integrated agreement and understanding between the parties in regard to the subject matter herein and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

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

4. Modification: This Agreement and Addendum shall be modified only by a written agreement, duly executed by all parties hereto.

5. Termination: This Agreement 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 agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; (c) pursuant to the terms of the Agreement; or (d) upon mutual written agreement by both parties.

6. Invalidity: If any provision of this Agreement and Addendum is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY 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 the provisions of this Agreement and Addendum are fully severable.

7. Applicable Law and Venue: The parties mutually understand and agree this Agreement and Addendum 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 Agreement and Addendum 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 or the Federal District Court, District Of Wyoming. This provision is not intended nor shall it be construed to waive the COUNTY's governmental immunity as provided in this Agreement and Addendum.

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

9. 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.*, and/or any properly promulgated rules and regulations relating thereto.

10. 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.*, by entering into this Agreement and Addendum. Further, COUNTY 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 Agreement and Addendum.

11. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement and Addendum shall not be construed so

as to create such status. The rights, duties and obligations contained in this Agreement and Addendum shall operate only between the parties to the Agreement and Addendum, and shall inure solely to the benefit of the parties to this Agreement and Addendum.

12. Indemnification and Hold Harmless provisions in the Agreement: Each Party to this Addendum shall assume the risk of any liability arising from its own conduct. In no event shall such liability exceed in value the fees for services paid by CONTRACTOR to COUNTY pursuant to this Addendum. Neither party agrees to insure, defend, or indemnify the other. Notwithstanding the foregoing, CONTRACTOR shall carry insurance and bonding sufficient to cover its obligation and provide COUNTY with proof of such insurance upon request. In each instance an Agreement refers to indemnification or "hold harmless", this provision shall control.

14. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONTRACTOR, 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.

15. Force Majeure: Neither party shall be liable to perform under this Agreement and Addendum if such failure arises out of causes beyond control, and without the fault or the negligence of said 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 said party.

16. Limitation on Payment: The COUNTY'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 and equipment provided by CONTRACTOR, the Agreement may be terminated by the COUNTY at the end of the period for which funds are available. The COUNTY shall notify CONTRACTOR at the earliest possible time of the services which will or may be effected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if the COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to the COUNTY in the event this provision is exercised, and the COUNTY 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 COUNTY to terminate this Agreement in order to acquire similar services from another party.

17. Notices: 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 herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

18. Addendum Controls: Where a conflict exists or arises between any provision or condition of this Addendum and the Agreement, the provisions and conditions set forth in this Addendum shall control.

19. Compliance with Law: The parties agree that they shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

[remainder of page intentionally left black, signatures on following page]

ADDENDUM
to
HUMAN SERVICES AGREEMENT
FY 2026
between
LARAMIE COUNTY, WYOMING AND UNITED WAY OF LARAMIE COUNTY

SIGNATURE PAGE

LARAMIE COUNTY

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

ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

CONTRACTOR: UNITED WAY of LARAMIE COUNTY

By: Kris Whitfield Date 2/13/26
Executive Director

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By: _____ Date 2/19/26
Laramie County Attorney's Office

**HUMAN SERVICES AGREEMENT
FY 2026**

LARAMIE COUNTY, WYOMING/UNITED WAY OF LARAMIE COUNTY

This Agreement is between Laramie County, Wyoming (COUNTY), 310 West 19th Street, Suite 300, Cheyenne, Wyoming 82003-0608 and United Way of Laramie County (CONTRACTOR), 1007 East Lincolnway, Cheyenne, Wyoming 82001.

W I T N E S E T H

WHEREAS, the COUNTY has need for certain services; and

WHEREAS, the CONTRACTOR is desirous of performing said services;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. TERM OF AGREEMENT: This agreement shall commence on July 1, 2025, and shall remain in full force and effect through June 30, 2026.

2. RESPONSIBILITY OF CONTRACTOR:

a. The CONTRACTOR shall provide funding and technical assistance to community collaboratives that provide necessary relief to the poor and other public benefits; specifically to:

i. Pay \$46,666.68 to the Education Collaborative for Cultivating Community-Wide Platforms for Learning and Academic Success.

ii. Pay \$26,666.00 to the Economic Mobility Collaborative Coordinating Services to Achieve Long-Term Economic Mobility for Laramie County Families.

iii. Pay \$18,716.32 to the Economic Mobility Collaborative to provide Direct Homeless Services.

iv. Pay \$32,951.00 to the Health Collaborative for attaining the full potential for health and well-being for all in Laramie County.

b. The CONTRACTOR shall monitor the performance of these community collaboratives and shall furnish to the COUNTY no later than August 1st, a written annual report on the outcomes of these community collaborations. The report shall be delivered to the Laramie County Clerk, 309 West 20th Street, Cheyenne, Wyoming 82001.

- c. The CONTRACTOR shall maintain financial records of all disbursements of funds to agencies listed in 2.A. The CONTRACTOR shall provide the most recent annual financial statements and monthly financial statements, including balance sheet and income statement, for the agencies listed in 2.A. These records and reports shall be delivered to the Laramie County Clerk, 309 West 20th Street, Cheyenne, Wyoming 82001 no later than September 15th following the contract term.
 - d. The CONTRACTOR shall comply with all applicable federal, state and local laws, including, but not limited to, the Civil Rights Act of 1964.
 - e. The CONTRACTOR shall allow access to its facility and records by the COUNTY or its representative.
3. RESPONSIBILITY OF COUNTY: On or about the first day of October, January, April and June during the term of this contract, upon presentation of a properly executed Payment Request form prescribed by the Laramie County Clerk, COUNTY shall pay to CONTRACTOR the sum of \$31,250. COUNTY shall have no obligation to provide any additional funding, either in cash or in kind, in this or any succeeding fiscal year. Payments shall be in accordance with Wyo. Stat. §16-6-602 (as amended).
 4. FAILURE TO DELIVER SERVICES: If any agency funded under this agreement ceases to be able to provide the services specified in Section 2.a, the remaining portion of allocated funds, if any, shall be returned to Laramie County and not become part of the United Way operating funds.
 5. GENERAL PROVISIONS:
 - a. TERMINATION: This Agreement may be terminated, without cause, by either party upon thirty days written notice by certified mail. It may be immediately terminated for cause if the CONTRACTOR fails to perform substantially in accordance with the terms of this Agreement. Upon termination, compensation shall be prorated through the date of termination.
 - b. INDEPENDENT CONTRACTOR: The CONTRACTOR shall function as an independent contractor for the purposes of the Agreement, and shall not be considered an employee of Laramie County for any purposes. CONTRACTOR shall assume sole responsibility for any debts that may be incurred by the CONTRACTOR in fulfilling the terms of this Agreement, and shall be solely responsible for the payment of all federal, state, and local taxes accruing because of this Agreement. CONTRACTOR understands that neither the CONTRACTOR, nor its agents or employees, is an employee or agent of Laramie County for the purposes of this Agreement; that nothing in this Agreement shall be interpreted as authorizing the CONTRACTOR, or its agents and/or employees, to act as an agent or representative for, or on behalf, of Laramie County; or to incur any obligation of any kind on their behalf. The CONTRACTOR further understands that no health/hospitalization benefits, workers compensation, and/or similar benefits available to Laramie County Employees will be accrued as a result of this Agreement. CONTRACTOR is free to perform these or similar services for other parties.

- c. **CONFIDENTIALITY OF INFORMATION:** The CONTRACTOR acknowledges that information it may receive or have access to as a result of its performance under this agreement may be confidential pursuant to law. CONTRACTOR agrees that it shall comply with all applicable laws and regulations, whether state or federal, in the collection, maintenance and release of such information. COUNTY and its agents, or authorized representatives, shall have access to all confidential information in accordance with the requirements of state and federal laws and regulations. Any other parties will be granted access to confidential information only after complying with the requirements of state and federal laws and regulations pertaining to such access. Nothing herein shall prohibit the disclosure of information in summary form, including the publishing of reports or services provided in this Agreement, so long as the identity of the client remains confidential and all other requirements of law or regulation are met.
- d. **COMPLIANCE WITH APPLICABLE LAW:** The CONTRACTOR agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of this Agreement. Failure to do so will give COUNTY the right to immediately terminate this Agreement.
- e. **WYOMING LAWS GOVERN:** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming; and the courts of the State of Wyoming shall have jurisdiction over any action arising out of this Agreement. This provision is not intended and shall not be construed to waive COUNTY's governmental immunity as provided in this Agreement.
- f. **NO KICK-BACKS:** The CONTRACTOR certifies and warrants that no gratuities, kick-backs, 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.
- g. **ASSIGNMENT OF RIGHTS:** Neither COUNTY nor CONTRACTOR may assign their rights, nor delegate their duties as set forth in this Agreement, without prior written consent of the other.
- h. **NON-DISCRIMINATION:** The CONTRACTOR agrees that it will not discriminate against any person who performs work or receives services under the terms and conditions of this Agreement because of race, color, gender, creed, national origin, or handicapped condition.
- i. **AMERICANS WITH DISABILITIES ACT:** CONTRACTOR agrees that it will not discriminate against any qualified individual with a disability pursuant to law, as set forth in the Americans with Disability Act, P.L. 101-336, 42 U.S.C. 12101, *et seq.*, and/or any properly promulgated rules or regulations related thereto.
- j. **CONTRACTOR TO KEEP INFORMED:** The CONTRACTOR shall keep fully informed of all federal and state laws, local laws, regulations and all other orders and decrees of bodies or tribunals having any jurisdiction or authority which may, in any manner, affect the duties and responsibilities to be performed by CONTRACTOR under the terms and conditions of this Agreement.

- k. **CHANGES, MODIFICATION, REVISIONS AND AMENDMENTS:** The CONTRACTOR and COUNTY may from time to time request changes in the scope of the services, etc., to be performed under the terms and conditions of this Agreement. Any changes, modification, revisions or amendments to this Agreement which are mutually agreed upon by and between the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
- l. **ENTIRETY OF AGREEMENT:** This Agreement, consisting of seven (7) pages represents the entire and integrated Agreement between the parties, and supersedes all prior negotiations, representations and agreements, whether written or oral, with regard to this Agreement.
- m. **GOVERNMENTAL IMMUNITY:** COUNTY does 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, COUNTY 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 Agreement.
- n. **CONFLICT OF INTEREST:** The CONTRACTOR and COUNTY confirm that, to their knowledge, no COUNTY employee has any personal or beneficial interest whatsoever in the services described herein. No staff member of the CONTRACTOR, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity that would constitute a conflict of interest relative to this Agreement.
- o. **NOTICES:** All notices given under the terms of this Agreement shall be sent by U.S. Mail, Postage Prepaid, addressed to the respective party at the address set forth herein, or to such addresses as the parties shall designate in writing, from time-to-time.
- p. **SEVERABILITY:** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect.
- q. **FORCE MAJEURE:** The CONTRACTOR shall not be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control, and without the fault or negligence, of the CONTRACTOR. Such causes may include, but are not restricted to, Acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. However, in every case, the failure to perform must be beyond the control, and without the fault of or negligence of the CONTRACTOR.
- r. **PRIOR APPROVAL:** This Agreement shall not be binding upon either party, or COUNTY shall not draw warrants for payment on this Agreement, unless the Agreement has been reduced to writing before performance begins as described under the terms of this Agreement; and unless this Agreement is approved by the Laramie County Board of Commissioners; and is filed with and attested to by the Laramie County Clerk.
- s. **PAYMENT CONTINGENT UPON AVAILABLE FUNDS:** Payment by COUNTY to CONTRACTOR for the services performed under the terms and conditions of this Agreement is contingent upon the availability of COUNTY funds that are appropriated or allocated for payment for such obligation. COUNTY shall notify the CONTRACTOR at the earliest possible time of any such shortage or depletion of funds.

- t. **DAMAGES:** Any violation of the provisions of this Agreement by CONTRACTOR will render the Agreement null and void and COUNTY may recover from CONTRACTOR the damages as a result of said breach, including, but not limited to, all related cost and attorneys' fees.
- u. **INDEMNIFICATION:** To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by CONTRACTOR pursuant to this Agreement except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. Contractor shall purchase and maintain liability insurance sufficient to cover its obligations under this provision.
- v. **THIRD PARTIES:** 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 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.

6. **SIGNATURES:** IN WITNESS WHEREOF, the parties to this Agreement, through their duly authorized representatives, have executed this Agreement on the day and dates set below; and certify that they have read, understood, and agreed to the terms and conditions of the Agreement as set forth herein.

The effective date of this Agreement is the date of the signature last affixed to this page.

LARAMIE COUNTY:

DocuSigned by:

 3B27607E604F4BA

 Gunnar Malm, Chairman Troy Thompson
 Laramie County Board of Commissioners
 310 West 19th Street, Suite 300
 Cheyenne, WY 82001

Sept 16, 2025

 DATE

ATTESTED:

Signed by:

 4B4746883C27493...

 Debra K. Lee
 Laramie County Clerk

Sept 16, 2025

 DATE

CONTRACTOR:

 8/4/25
DATE

United Way of Laramie County
1007 East Lincolnway
Cheyenne, Wyoming 82001


Printed Name

Received and Approved
As To Form Only By

 9-9-25
Laramie County Attorney's office