

AKH

Date: 5/6/19

COOPERATIVE AGREEMENT
CITY CONTRACT NO. 7045
COUNTY CONTRACT NO. _____

This Agreement is entered into on this _____ day of _____, 2019, by and between the City of Cheyenne, Wyoming, 2101 O'Neil Avenue, Cheyenne, Wyoming 82001, hereinafter referred to as the "City," Laramie County, Wyoming, 309 West 20th Street, Cheyenne, Wyoming hereinafter referred to as the "County," and United Way of Laramie County, 1005 E. Lincolnway, Cheyenne, Wyoming 82001, hereinafter referred to as "United Way."

PURPOSE

The purpose of this Agreement is to jointly create a Human Services Advisory Council, hereinafter referred to as "Council," to coordinate and refine human services funding and delivery systems now in effect and those initiated as outlined in the Powers and Duties section of this Agreement. The Council will work to initiate a common application process, to conduct joint hearings on funding requests, and to establish policy recommendations concerning future funding and delivery of human services for review by the appropriate governing bodies.

The Council will develop and propose both long- and short-term improvements that increase the efficiency in human service program delivery as well as maximize the effectiveness of the funding available for human services. The Council will also work to establish and recommend both current-year and multi-year funding priorities. The Council will also work to ensure that funding is for specific and comprehensive problem-solving efforts which address an identified problem in the community. The Council will also ensure that grants for human services activities comply with applicable federal, state and local laws.

ORGANIZATION

1. **Membership.** The Council shall consist of nine members, three each to be appointed from the City, the County and United Way.

2. **Officers.** The Council, once appointed, shall annually elect a Chairman, Vice Chairman and Secretary.

3. **Meetings.** The Council will establish a regular meeting schedule. Additional meetings may be called as needed by the Chairman or by a majority of the Council.

4. **Quorum.** A quorum will be a simple majority, five of the membership, however,

in no case shall a quorum be found to exist unless a representative of each entity is present.

5. Decision-Making. It is intended that the Council will work to build a consensus on each issue. In all cases requiring a vote, the President of the Council shall call for a motion and Robert's Rules of Order will govern.

6. Staffing. It is intended that Council staff services will be provided by United Way. The staff person will provide administrative support and reporting as deemed necessary by the City, the County and United Way.

POWERS AND DUTIES

The Council shall have the following powers and duties:

1. Role. The Council is an advisory body and will make recommendations to each governing body concerning human service matters. This includes, but is not limited to:

- a. Determine human service needs;
- b. Determine resources available;
- c. Recommend priorities for both current-year and multi-year programs; and
- d. Complete other activities as requested by member agencies.

2. Duties. The Council will have the following duties, as well as those appropriate and customary:

- a. Require a common application for funding;
- b. Provide for a single review and hearing process for funding requests;
- c. Establish target funding levels for types of programs;
- d. Recommend funding levels for each request and each entity;
- e. Develop and maintain both a current-year and multi-year work program;
- f. Develop a system to monitor the effectiveness of funds committed;
- g. Work with provider groups to increase their effectiveness;
- h. Work to remove statutory barriers to improve human service delivery systems;
- i. Develop and recommend individual contracts and grant applications to be submitted by governing bodies as may be appropriate, and at the request of those governing bodies, administer those grants;
- j. Provide an information exchange between both funding agencies and

provide a yearly report to the governing bodies; and

k. Other duties as necessary to fulfill the purposes of the Council.

FUNDING

Each year, the Council will prepare a budget. The budget will be submitted within the time frame necessary for the City, the County and United Way's budgeting process. The budget will provide additional funds necessary for United Way to undertake the specific requirements of the work program for the next fiscal year.

The City and the County each agree to provide **Ten Thousand Five Hundred Dollars (\$10,500.00)** per year to United Way to facilitate the implementation of the Council duties outlined herein for the term of this Agreement. Payments are to be made once per year for four years on or before October 16, 2019, 2020, 2021, and 2022, from each party.

United Way shall submit annual invoices to the City and County on or before September 1 of each year.

AMENDMENTS

This Agreement may be changed in whole or in part through amendment upon recommendation of the Council and upon approval of the governing bodies as allowed within their current budget structure.

TERMINATION

This Agreement may be terminated by any of the governing bodies upon sixty (60) days written notice.

The undersigned agree to continue these services under this Agreement for the fiscal years 2019, 2020, 2021 and 2022, beginning on July 1, 2019, and ending on June 30, 2022.

GOVERNMENTAL IMMUNITY; INDEMNITY

Neither the City nor the County waives its governmental immunity by entering into this Agreement and fully retain all immunities and defenses provided by law with regard to any action based upon this Agreement. Further, neither the City nor the County waives its governmental immunity under contract, tort or any other applicable theory of law by entering into this Agreement.

United Way of Laramie County shall indemnify and hold the City and County harmless

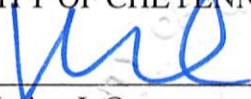
from any and all claims, demands and causes of action arising under or in any way related to this Agreement.

STATUS OF 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 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 the 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 the Agreement.

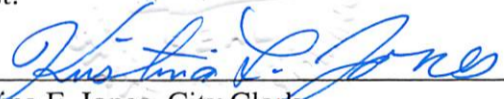
IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year first above written.

CITY OF CHEYENNE, WYOMING


Marian J. Orr

(SEAL)

Attest:


Kristina F. Jones, City Clerk

8.14.19
Date

08-14-19
Date

LARAMIE COUNTY, WYOMING


Board of County Commissioners
Attest:

Debra Lee, County Clerk

Date

Date

UNITED WAY OF LARAMIE COUNTY


United Way Board President
Executive Director

8/26/19
Date

RECEIVED AND APPROVED AS
TO FORM ONLY BY THE
LARAMIE COUNTY ATTORNEY

