

MEMORANDUM OF UNDERSTANDING
concerning a
HUMAN SERVICES AGREEMENT
between
LARAMIE COUNTY, WYOMING
and
LARAMIE COUNTY SENIOR SERVICES BOARD (LCSS)

THIS MEMORANDUM OF UNDERSTANDING “Agreement” is made and entered into by and between Laramie County, Wyoming, P. O. Box 608, Cheyenne, Wyoming 82003-0608 (“County”), on and the Laramie County Senior Services Board, 4100 E. Pershing Blvd., Cheyenne, WY 82001 (“LCSS”) (each of the foregoing, a “Party” and collectively the “Parties”). This Agreement is made with reference to the following recitals:

RECITALS

WHEREAS, the County wishes to support the ongoing need for certain services to benefit the senior citizens of Laramie County.

WHEREAS, LCSS is a newly established government entity providing certain services to benefit the senior citizens of Laramie County.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as set forth below.

I. PURPOSE

The purpose of this Agreement is to allow County to support the LCSS Board in its mission to provide services.

II. TERM

This Agreement shall commence on July 1, 2025, and shall remain in full force and effect through June 30, 2026.

III. RESPONSIBILITIES OF COUNTY. On or about the first day of October, January, April and June during the term of this agreement, upon presentation of a properly executed Payment Request form prescribed by the Laramie County Clerk, COUNTY shall pay to LCSS the sum of \$75,000.00. COUNTY shall have no obligation to provide any additional funding, either cash or in-kind, in this or any succeeding fiscal year. Payments shall be made in accordance with Wyo. Stat. §16-6-602 (as amended).

IV. RESPONSIBILITIES OF LCSS. The LCSS shall provide services that shall include the following:

- a. Provide services as set forth and described in the Wyoming Division of Aging Title III(c) Nutrition Program as mandated by the Older Americans Act;
- b. Provide services as set forth and described in the Wyoming Division of Aging Title III(b) Social Services Program as mandated by the Older Americans Act;
- c. Provide services as set forth and described in the Wyoming Division of Aging Title III(e) Family Caregiver Program as mandated by the Older Americans Act;
- d. Provide health promotion services for senior citizens;
- e. The LCSS shall provide its most recent annual and monthly financial statements, including balance sheet and income statement at the conclusion of the contract term. 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;
- f. The LCSS shall comply with all applicable federal, state and local laws, including, but not limited to, the Civil Rights Act of 1964; and
- g. The LCSS shall allow access to its facility and records by the COUNTY or its representative.

V. GENERAL PROVISIONS

A. Preference-Wyoming Labor Should the subject of this agreement constitute the construction, reconstruction, improvement, enlargement, alteration, or repair, of any public works project or improvement, by signature below LCSS acknowledges the requirement for the use of Wyoming labor pursuant to W.S.§16-6-203 as amended, except in circumstances as provided by law including, but not limited to W.S.§16-6-201 et seq.

B. Acceptance Not Waiver: County approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Entire Agreement: This Agreement (6 pages) and Exhibits (___ 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 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. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

F. Invalidity: If any provision of this Agreement 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 that the provisions of this Agreement are fully severable.

G. Applicable Law and Venue: 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 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, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to LCSS and to COUNTY in executing this Agreement. This provision is not intended nor shall it be construed to waive County's governmental immunity as provided in this Agreement.

H. Contingencies: LCSS certifies and warrants no gratuities, kick-backs or contingency fees were paid to the County in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.

I. Discrimination: All 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. 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.

K. Governmental/Sovereign Immunity: Neither Party waives its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. ' 1-39-101 *et seq.*, by entering into this Agreement. Further, the Parties fully retain all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, related to this Agreement.

L. Indemnification: Each Party to this Agreement shall assume the risk of 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 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 the Agreement, and shall inure solely to the benefit of the parties to this Agreement.

N. Conflict of Interest: County and LCSS affirm, to their knowledge, no LCSS

employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of LCSS, 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.

O. Force Majeure: Neither party shall be liable to perform under this Agreement 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.

P. 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.

Q. Compliance with Laws: LCSS and County shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

R. Remedies. All remedies at law and equity shall be available to the parties, including specific performance.

[signatures on following page]

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Signature Page

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Board of County Commissioners

ATTESTED:

By: _____ Date _____
Debra K. Lee
Laramie County Clerk

LARAMIE COUNTY SERVICES BOARD:

By:  _____ Date 9/10/2025
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Ray Gallegos, Chairman

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  _____ Date 9/10/2025
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Laramie County Attorney's Office