

**ADDENDUM TO SERVICE AGREEMENT**  
**Between**  
**LARAMIE COUNTY, WYOMING and THE HEALTHY DISPATCHER, LLC.**

THIS ADDENDUM is made and entered into by and between Laramie County, Wyoming, 415 W. 18<sup>th</sup> Steet, Cheyenne, Wyoming 82001, ("COUNTY") on behalf of the Laramie County Combined Communications Center, and The Healthy Dispatcher, LLC., 8751 Rayford Dr., Los Angeles, CA 90045 ("CONTRACTOR"). The Parties agree as follows:

**I. PURPOSE**

The purpose of this Addendum is to modify the Culture Assessment Proposal for Laramie County Combined Communications known as "Agreement", attached and incorporated herein, as "**Attachment A**". The Agreement is for CONTRACTOR to provide an assessment of the culture and variables contributing to status quo; an assessment of performance based on industry best practices; and an Evaluation of the co-existing SOP's, SOG's and training program, and provide COUNTY with a comprehensive report and recommendations as described in the Agreement, for purposes of clarity, CONTRACTOR is referred to as "The Healthy Dispatcher LLC" and all references thereto in the Agreement, COUNTY is referred to as "Laramie County Combined Communications" and all references thereto in the Agreement.

**II. TERM**

This Addendum shall commence on the date last executed by the Parties' duly authorized representatives and shall remain in full force and effect until satisfactory completion of the Agreement, subject to the terms and conditions of this Addendum and the above-mentioned documents, unless terminated as provided herein.

**III. RESPONSIBILITIES OF COUNTY**

A. COUNTY agrees to pay CONTRACTOR a total of twenty thousand dollars (\$20,000.00) per the terms of the Agreement, as modified in Paragraph V, below.

B. COUNTY agrees to pay CONTRACTOR ten thousand dollars (\$10,000.00) of the total amount upon completion of the anonymous culture survey and receiving CONTRACTOR'S invoice.

C. COUNTY agrees to pay CONTRACTOR ten thousand dollars (\$10,000.00) of the total amount upon delivery of the final report to COUNTY and receiving CONTRACTOR'S invoice.

**IV. RESPONSIBILITIES OF CONTRACTOR**

A. CONTRACTOR shall provide COUNTY with an Assessment of its culture and variables contributing to status quo, Assessment of its performance, based on the industry's best practices, and conduct an Evaluation of its existing SOP's/SOG's and training program.

B. CONTRACTOR shall conduct the assessments and evaluation using, but not limited to, carrying out an examination of procedures and cultural norms that pose obstacles to survey, administration of anonymous organizational cultural survey, in-person interviews with select personnel, and reviewing the SOP's/SOG's; hiring and recruitment approach; training program, as outlined in the Agreement.

C. CONTRACTOR shall submit a comprehensive report of the findings and recommended actions to COUNTY upon completion of the assessments and reviews.

## V. MODIFICATION TO AGREEMENT

The following provisions of the Agreement are **modified or removed**, and are replaced by terms of this Addendum:

- A. The paragraph under *Terms and Conditions* of Agreement that reads "The fee for the project detailed above is \$20,000. A partial payment of 50% is required to start work, with the remaining balance due upon delivery of the final report." is **modified** to read "The fee for the project detailed above is \$20,000, due upon delivery of final report." is hereby removed, as the parties negotiated a new fee schedule which is discussed in paragraph III "Responsibilities of County" of this Addendum.

**Any terms and obligations such removed and replaced are not exhaustive, when inconsistent with the provisions and the intent of the Entire Agreement.**

## VI. GENERAL PROVISIONS

1. Entire Agreement: This entire agreement (consisting of seven (8) pages includes 1) this Addendum (6 pages) and 2) the *Cultural Assessment Proposal for Laramie County Combined Communications*, (2 pages) and 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. The Agreement and this Addendum shall be referred hereinafter as "Entire Agreement" for the remainder of the document.

2. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of 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 the Entire Agreement 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.

3. Assignment: Neither the Entire Agreement, 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: The Entire Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

5. Invalidity: If any provision of the Entire 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 the provisions of the Entire Agreement are fully severable.

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

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

8. 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.

9. Governmental/Sovereign Immunity: 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 Addendum and by extension for the Entire 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 Addendum, or the Entire Agreement.

10. Third Parties: The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and the Entire Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in the Entire Agreement shall operate only between the parties to the Entire Agreement and shall inure solely to the benefit of the parties to the Entire Agreement.

11. Indemnification: Each party to the Entire Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

12. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the Entire Agreement described herein. No staff member of CONTRACTOR, compensated either partially

or wholly with funds from the Entire Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to the Entire Agreement

13. Insurance: CONTRACTOR shall carry liability insurance sufficient to cover its obligations under the Entire Agreement, CONTRACTOR shall furnish COUNTY with the entire policy, original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR'S obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

14. Force Majeure: Neither party shall be liable to perform under the Entire 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.

15. Limitation on Payment: 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 COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services which will or may be affected 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 COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and 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 the Entire Agreement in order to acquire similar services from another party.

16. Termination: The Entire 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 the Entire Agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

17. Notices: All notices required and permitted under the Entire 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 or the Entire 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.

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**ADDENDUM TO SERVICE AGREEMENT**  
**Between**  
**LARAMIE COUNTY, WYOMING and THE HEALTHY DISPATCHER, LLC.**

**Signature Page**


LARAMIE COUNTY, WYOMING

By: \_\_\_\_\_ Date \_\_\_\_\_  
Chairman, Laramie County Commissioners

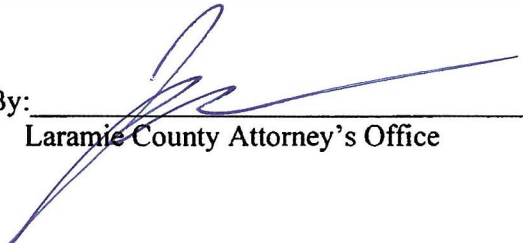
ATTEST:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Debra Lee, Laramie County Clerk

CONTRACTOR: The Healthy Dispatcher, LLC.

By:  \_\_\_\_\_ Date 10/17/25  
Title: Adam Timm, President

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  \_\_\_\_\_ Date 10/17/25  
Laramie County Attorney's Office

## ATTACHMENT A



# **Culture Assessment Proposal for Laramie County Combined Communications**

## **Situation Summary**

A successful emergency communications center does not merely process incidents in a timely manner. True success is building a center committed to high-quality customer service where people want to work. This is no easy task, but there are ECCs across the U.S. that have done it. There are centers who have maintained a turnover rate of less than 10% for more than 5 years. There are centers whose trainee success rate is consistently above 90%. Employees of these exemplary centers enjoy a very different work experience than most other centers in the country, providing a level of service that far exceeds the status quo.

Laramie County Combined Communications has the potential to be one of these exemplary centers. With top leadership aligned with the mission of improving conditions for current and future employees, proactive measures taken today can make lasting positive improvements.

This proposal outlines the objectives, deliverables and timeline of the following initiatives:

- 1. Assessment of center culture and variables contributing to status quo**
- 2. Assessment of center performance, based on industry best practices:  
Call service levels; Dispatch times; QA scores; Annual turnover; Trainee success rate; EMD compliance; and additional key performance indicators as applicable**
- 3. Evaluation of existing SOPs/SOGs and training program**

## **Objectives**

Among the results to be achieved are these key objectives:

- Clearly understand reasons for current state of organizational culture, and contributing factors
- Increase levels of trust and team cohesion, beginning with leadership cadre
- Curtail current exodus of qualified and engaged team members
- Assess fit and alignment of recruitment, hiring, training, SOPs, management, culture, values

## **Methodology**

The assistance in achieving the objectives would include, but not be limited to, the following activities:

- Examination of procedures and cultural norms that pose obstacles to success
  - Administration of anonymous organizational culture survey
  - In-person interviews with select personnel
  - Review of SOPs/SOGs; hiring & recruitment approach; training program
  - Comprehensive report of findings with recommended actions

## **Timing**

I'm available to begin working with you as soon as October 2025. One to two on-site visits will be required. Commencement until project completion and issuance of final report will take approximately 3-4 months.



## **Culture Assessment Proposal for Laramie County Combined Communications**

### **Joint Accountabilities**

I would work with center leadership (and anyone else designated) on the project so that the interventions I'm involved in could be transferred entirely to internal team members, if desired. We would jointly make determinations during the project as to whether some of the objectives and interventions require more emphasis than others, and/or whether unanticipated needs arise. In that case, we would redirect our efforts accordingly.

### **Terms and Conditions**

My fees are always based upon the project, and never upon time units. That way, you are encouraged to call upon me without worrying about a meter running, and I'm free to suggest additional areas of focus without concern about increasing your investment.

The fee for the project detailed above is \$20,000. A partial payment of 50% is required to start work, with the remaining balance due upon delivery of final report.

At the end of this initial project, we would make a joint evaluation as to whether to continue the relationship and, if so, under what conditions.

### **ACCEPTANCE**

Your signature below indicates acceptance of this proposal and its terms.

This proposal is accepted and forms an agreement between \_\_\_\_\_, of Laramie County Combined Communications, and The Healthy Dispatcher LLC, as represented by Adam Timm.

For The Healthy Dispatcher LLC:

For Laramie County:

\_\_\_\_\_  
Adam Timm, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_