

CONTRACT NO. \_\_\_\_\_  
HUMAN SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Cheyenne, Wyoming, hereinafter referred to as the "City" or the "City of Cheyenne," whose address is 2101 O'Neil Avenue, Cheyenne, Wyoming 82001, and United Way of Laramie County, hereinafter referred to as "Consultant," whose address is 1007 E. Lincolnway, Cheyenne, Wyoming 82001.

RECITALS

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties as follows:

1. SCOPE OF WORK:

The Consultant agrees to provide services as described in the above-referenced project, in accordance with the Scope of Work attached hereto as Exhibit A, incorporated by reference and expressly made a part hereof.

If any agency funded under this Agreement ceases to be able to provide the services specified in Exhibit A, the remaining portion of allocated funds, if any, shall be returned to the City and not become part of Consultant operating funds.

2. TIME OF PERFORMANCE:

The Scope of Work shall be complete at the end of the Human Services funding cycle ending June 30, 2025. Any extensions of the time limit set forth in the scope of work must be agreed upon in writing by the parties.

3. CONSULTANT RESPONSIBILITY:

The Consultant shall provide funding and technical assistance to community programs that provide necessary relief to the poor, as provided in the Scope of Work attached hereto as Exhibit A. The Consultant shall perform all work contemplated under this Agreement in a professional manner in conformance with industry standards.

4. COMPENSATION:

In consideration of the services to be performed pursuant to this Agreement, the Consultant will invoice the City for the sum of one hundred thousand dollars (\$100,000) on or about the first day of January 2025 and the City agrees to pay Consultant according to the Scope of Work attached hereto as Exhibit A. The total amount of payments shall not exceed one hundred thousand (\$100,000). That payment amount is based upon City of Cheyenne Resolution No. 5933 "A Resolution supporting the continuation of the Optional One Percent Sales Tax for Calendar Years 2019 through 2022 and pledging that all revenues derived from this tax will be used for projects described in this Resolution."

5. TERM:  
The Term of this Agreement shall begin on the day of contract execution and continue through June 30, 2025, unless terminated earlier pursuant to Paragraph 16 herein.

6. INSURANCE REQUIREMENTS

The Consultant must provide proof of the following insurance coverages:

**Commercial General Liability Insurance**

For claims arising out of bodily injury, illness or death, or from damage to or destruction of property of others, including loss or use thereof, with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate for the entire term of the Agreement.

**Workers' Compensation**

Workers' compensation coverage shall be in effect for the entire term of the Agreement, as required by Wyoming law, for all employees or agents providing services under this Agreement. Consultant shall provide the City with proof of workers' compensation or employer's liability insurance coverage.

**Professional Liability Insurance**

The Consultant shall provide proof of professional liability insurance or errors and omissions liability insurance in an amount not less than \$500,000 to protect the City from any and all claims arising from the Consultant's negligence in the performance of duties under this Agreement. The City prefers that this liability insurance coverage be provided pursuant to an "occurrence" policy.

If this coverage is provided pursuant to a "claims made" policy:

- a. Consultant shall, concurrently with the execution of this Agreement, provide the City with a certificate of insurance demonstrating that such coverage is or shall be in effect at the time the Consultant begins the provision of services under this Agreement; and
- b. In the event the Consultant's services extend into a future policy period, the Consultant shall, prior to the policy expiration date, provide the City with a new certificate of insurance demonstrating that such coverage is or shall be in effect during all periods of time that Consultant will provide services under this Agreement; and
- c. Consultant shall maintain said "claims made" coverage for a period of five (5) years following the last date that Consultant has provided services under this Agreement; and
- d. In the event the Consultant or the insurer terminates "claims made" coverage prior to the expiration of the periods provided in subparagraphs a., b., or c. of this paragraph, the Consultant shall provide to the City advance written notification of the termination of said coverage and shall provide the City with an endorsement for an extended reporting period ("tail coverage") which shall be in effect for a period of time not less than

five (5) years following the last date that Consultant has provided services under this Agreement.

#### **Additional Insurance Information**

The Consultant shall name the City of Cheyenne as **an Additional Insured** by endorsement on its insurance policies and shall provide the City with a copy of the endorsements. This requirement does not apply to workers' compensation and professional liability insurance policies.

Consultant shall provide the City with certificates of insurance acknowledging the above-stated coverages prior to beginning any work under this Agreement.

It is understood and agreed that these policies are primary and not contributory. All policies required under this Agreement shall be in effect for the duration of the Agreement. It shall be an affirmative obligation upon Consultant to immediately notify in writing the city risk manager, city clerk, and city attorney of any fact, circumstance, or occurrence that has resulted in or may result in the cancellation of, or substantive change to any insurance coverage required by this Agreement, and failure to do so shall be construed to be a breach of this Agreement.

If requested by the City, the Consultant shall provide the City with copies of insurance policies and/or policy endorsements listing the City of Cheyenne as an additional insured. The City's failure to request or review such policies, endorsements, or certificates shall not affect the City's rights or Consultant's obligation hereunder.

Any insurance company providing coverage under this Agreement shall have a minimum A. M. Best rating of A- (excellent).

7. GOVERNMENTAL IMMUNITY:

The City and their officials and employees do not waive governmental immunity by entering into this Agreement and specifically retain all immunities and defenses available to them as Governmental Entities pursuant to Wyo. Stat. § 1-39-101, *et seq*, and all other applicable laws, except to the extent necessary solely for the enforcement of the terms and conditions of this Agreement as between the parties. Further, the City 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. Designation of venue, choice of law and similar provisions should not be construed as a waiver of governmental immunity.

8. INDEMNIFICATION / HOLD HARMLESS:

The Consultant agrees to indemnify, hold harmless and defend the City from and against any and all liabilities, claims, penalties, forfeitures and suits, and the cost and expenses incident thereto, including reasonable attorney's fees, which may hereafter arise as a result of death or bodily injury to any person, destruction or damage to any property,

contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders to the extent caused by (1) the Consultant's breach of any term or provision of this Agreement; or (2) any negligent or wrongful act, error or omission by the Consultant, or its employees or subcontractors in the performance of this Agreement. The Consultant acknowledges that it may incur a financial obligation to the City pursuant to the terms of this paragraph.

9. NON-DISCRIMINATION:

The Consultant shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. §27-9-105 et seq.), the Americans With Disabilities Act (ADA), 42 U.S.C. § 12101 et seq., and the Age Discrimination Act of 1975 and/or any properly promulgated rules and regulations thereto and the Consultant assures that no person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in connection with the award and performance of this Agreement on the grounds of age, sex, race, creed, color, national origin, ancestry, religion, pregnancy or qualifying disability. If the Consultant, its employees or subcontractors are found in violation of these requirements, this Agreement may be terminated. The Consultant shall be responsible for all such non-compliance and shall defend, hold harmless and indemnify the City therefrom. The parties further assure that they will include the language of this paragraph in all agreements associated or connected in any way with this Agreement and shall cause all existing agreements to include this clause.

10. DRUG-FREE WORKPLACE:

In compliance with the Drug Free Work Place Act of November 1988, the City of Cheyenne has established an Alcohol and Controlled Substance Policy that pertains to alcohol and drug usage by City Employees. The Consultant under contract with the City of Cheyenne, and its employees and subcontractors, are required to comply with the provisions of the City's Alcohol and Controlled Substance Policy for drug and/or alcohol usage on City property or other sites occupied by the Consultant while performing the duties and responsibilities of the contract. It is the responsibility of the Consultant to familiarize himself with the requirements of this policy and to inform all his employees and sub-contractors of the requirements and ensure their compliance. If the Consultant, its employees or subconsultants are found in violation of this policy, the contract may be terminated.

11. MINORITY BUSINESS ENTERPRISES:

All parties to this Agreement assure that no person will be excluded from participation in, denied the benefits of, or otherwise discriminated against, in connection with the award and performance of this Agreement on the grounds of age, race, color, disability, national origin or sex.

12. INDEPENDENT CONTRACTOR:

The Consultant shall function as an independent contractor for the purposes of this Agreement. The Consultant shall assume sole responsibility for any debts or liabilities

that may be incurred by the Consultant in fulfilling the terms of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Consultant or its agents or employees to act as an agent or representative of or on behalf of the City of Cheyenne or to incur any obligation of any kind on the behalf of the City of Cheyenne.

13. TAXES:

The Consultant agrees to pay all valid taxes, excises, license fees, permit fees, bills, debts and obligations incurred by in connection with its operations under this Agreement. This contract does not include the purchase of any equipment or supplies.

14. DEFAULT:

Each and every term and condition in this Agreement shall be deemed to be a material element of the Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

15. REMEDIES:

In the event a party has been declared in default, such defaulting party shall be allowed a period of thirty (30) days within which to cure the default. In the event the default remains uncorrected, the non-defaulting party declaring default may elect to:

- a. Terminate the Agreement and seek damages;
- b. Treat the Agreement as continuing and require specific performance; or
- c. Avail itself of any other remedy at law or equity.

16. TERMINATION:

This Agreement may be terminated, without cause, by either party upon thirty (30) days written notice. This Agreement may be terminated immediately for cause if either party fails to perform in accordance with the terms of this Agreement.

17. COMPLIANCE WITH LAWS:

The parties agree that they will perform their obligations as provided in this Agreement in accordance with all applicable laws and ordinances.

The Consultant shall comply with all applicable federal, state and local laws, rules and regulations in the performance of this contract. The identified Laws or Regulations are included in this Agreement as mandated by statute or for the convenience of the Consultant. The Consultant's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the performance of the services contemplated herein shall apply to the Agreement throughout, and they will be deemed to be included in the Agreement the same as though herein written out in full. Other Laws and Regulations apply which are not included herein and are within the Consultant's duty and responsibility for compliance therewith.

18. AMENDMENT:  
This Agreement may be modified or amended if and only if an amendment is made in writing and is signed by both parties.
19. CONFLICT OF INTEREST:  
In entering this Agreement, the Consultant covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with performance of the services hereunder. In addition, the Consultant covenants that in the performance of this contract, no subcontractor or person having such an interest shall be employed. The Consultant certifies that no one who has or will have any financial interest under this contract is an officer or employee of the City.
20. NOTICES:  
Any notice, correspondence or billing required to be given by the terms of this Agreement shall be delivered by hand, or delivered by mail, postage prepaid, to the addresses of the respective parties stated below:
- City: Vicki Nemecek, Public Works Director  
City of Cheyenne  
2101 O'Neil Avenue  
Cheyenne, WY 82001
- Consultant: Kris Whitfield, Executive Director  
United Way of Laramie County  
1007 East Lincolnway  
Cheyenne, WY 82001
21. WAIVER:  
The waiver by either party of any term, condition or covenant, or breach of any term, condition or covenant, shall not constitute a waiver of any other term, condition or covenant, or breach thereof.
22. SEVERABILITY:  
If any provision, section, subsection, sentence, clause, or phrase of this Agreement is invalidated by any court of competent jurisdiction, such holding shall not affect the validity of the remainder of this Agreement, which shall continue in full force and affect.
23. SUCCESSORS AND ASSIGNS:  
All the terms, conditions, and provisions herein shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
24. ASSIGNMENT:  
Neither party shall assign this Agreement without prior written consent of both parties. Any delegation or assignment shall not operate to relieve either party of its

responsibilities hereunder. However, nothing in this Agreement shall prohibit the Consultant from subcontracting to a qualified subcontractor.

25. THIRD PARTY RIGHTS:

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 the party's 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 paragraph is not intended, nor shall it be construed to waive any of the parties' immunities.

26. ENTIRETY OF AGREEMENT:

This Agreement, including Exhibit A, contains the entire understanding of the parties. There are no other terms or conditions, written or oral, concerning or controlling this matter. Time is of the essence hereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF CHEYENNE, WYOMING

\_\_\_\_\_  
Patrick Collins, Mayor

(SEAL)

Attest:

\_\_\_\_\_  
Kylie Soden, City Clerk

CONSULTANT:

\_\_\_\_\_  
Printed Name \_\_\_\_\_  
United Way of Laramie County  
1007 East Lincolnway  
Cheyenne, Wyoming 82001

\_\_\_\_\_  
Date

**EXHIBIT A  
SCOPE OF WORK**

During the entire term of the contract, Consultant shall provide technical assistance to community programs that provide necessary relief to the poor. The Consultant will provide funding on an annual basis to each agency as specified below:

<b><u>Agency – Education</u></b>	<b><u>Amount</u></b>
ASK- After School for Kids	\$3,017.19
Big Brothers and Sisters	\$3,166.15
Boys and Girls Club (Youth Development)	\$8,443.06
Foster Grandparent Program	\$8,020.90
Needs	\$8,330.70
Special Friends of Cheyenne	\$6,754.45
<b>Subtotal</b>	<b>\$37,732.45</b>

<b><u>Agency- Economic Mobility</u></b>	<b><u>Amount</u></b>
Climb Wyoming (Lead)	\$3,169.31
Wyoming Family Home Ownership	\$816.02
Habitat for Humanity	\$1,643.44
<b>Subtotal</b>	<b>\$5,628.77</b>

<b><u>Agency- Direct Homeless Services</u></b>	<b><u>Amount</u></b>
Bethel Outreach Ministries	\$1,918.70
COMEA, Inc.	\$8,693.93
Family Promise	\$2,683.42
Safehouse	\$3,174.82
Unaccompanied Students	\$5,069.28
<b>Subtotal</b>	<b>\$21,540.15</b>

<b><u>Agency – Health Team</u></b>	<b><u>Amount</u></b>
CASA	\$3,251.11
Health Works, Lead	\$21,346.64
Meals on Wheels	\$3,995.24
Recover Wyoming	\$1,225.39
Safe Harbor	\$1,054.51
Wyoming 2-1-1	\$4,225.74
<b>Subtotal</b>	<b>\$35,098.63</b>

**Grand Total \$100,000**

This contract encumbers a portion of the “Excess Monies” allocated to Human Services in Resolution No. 5933, “A Resolution supporting the continuation of the Optional One Percent Sales Tax for Calendar Years 2019 through 2022 and pledging that all revenues derived from this tax will be used for projects described in this Resolution.” The following is an accounting of



those funds:

Total Allocation	\$671,670
Total Allotted in 2-year Contract 7894	\$197,524
Total Allocated in This Contract	\$100,000
Remaining	\$374,146

The Consultant shall monitor the performance of these community programs and provide an annual written report to the City on the outcomes of these community programs. The report shall be delivered to the Office of the Mayor, City of Cheyenne, 2101 O'Neil Avenue, Room 310, Cheyenne, Wyoming 82001.

The Consultant shall maintain financial records of all disbursements of funds, annual financial statements and monthly financial statements, including balance sheet and income statements, for the agencies listed above. The Consultant shall allow the City or its representative access to its facility and records upon request.