

**AMENDMENT ONE TO THE WYOMING DEPARTMENT OF FAMILY SERVICES
SUBGRANTEE AGREEMENT BETWEEN LARAMIE COUNTY AND THE BOYS AND
GIRLS CLUB OF CHEYENNE**

1. **Parties.** This Amendment ("Grant Amendment") (ALN 93.558) is made between Laramie County, State of Wyoming ("COUNTY"), whose address is 310 West 19th Street, Cheyenne, Wyoming 82001, and the Boys and Girls Club of Cheyenne (SUBGRANTEE), whose address is 515 West Jefferson Road, Cheyenne, Wyoming 82007.
2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the agreement between the COUNTY and SUBGRANTEE. The purpose of this Amendment is to: a) increase the total Agreement by sixty thousand three hundred twenty-nine dollars and seventy-seven cents (\$60,329.77); b) extend the term of the Agreement through September 30, 2026.

The original Agreement dated October 22, 2024, required the SUBGRANTEE to undertake and complete materials, projects and/or services (collectively, the "Project") described in Attachment A attached hereto. Performance by SUBGRANTEE of the requirements of this Grant Agreement and compliance with all TANF program rules and regulations is a condition to SUBGRANTEE'S receipt of monies hereunder.

3. **Term of the Amendment:** This Amendment shall commence upon October 1, 2025, and shall remain in full force and effect through the term of the Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Agreement, or pursuant to applicable federal or state statute, rule or regulation.
4. **Payment:** Total payment under this Agreement shall not exceed one thousand twenty-six hundred fifty-nine dollars and fifty-four cents (\$120,659.54).
5. **Additional Responsibilities of COUNTY.** The County shall not take on any additional duties as a result of this Amendment.
6. **Additional Responsibilities of SUBGRANTEE.** For Federal Year (FFY) 2026, the SUBGRANTEE shall provide the same services and serve the same number of participants as outlined in Attachment A, Statement of Work, for FFY 2025. Additionally, Attachment B, FFY2025 Quarterly Report and Invoice, will serve as the reporting and invoicing template for FFY2026.
7. **Special Provisions.**
 - A. **Same Term and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Agreement, and any previous Amendments, between the COUNTY and the SUBGRANTEE, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
8. **General Provisions.**

- A. **Entirety of Amendment.** The original Agreement, consisting of eight (8) pages, Attachment A Subrecipient Pass Through Information consisting of one (1) page, Attachment B Boys and Girls Club Application with revised budget consisting of fourteen (14) pages, Attachment C FFY2025 Quarterly Report and Invoice consisting of eight (8) pages; Attachment D, DFS Contract with Laramie County as Amended consisting of thirteen (13) pages; and this Amendment One, consisting of three (3) pages; represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

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9. **Signatures.** By signing this Grant Agreement, the parties represent and warrant that they have read and understood it, that they agree to be bound by the terms of the Grant Agreement, that they have the authority to sign it, and that they have received a signed and dated copy of the Grant Agreement.

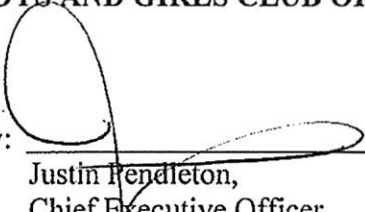
The effective date of this Grant Agreement is the date of the signature last affixed to this page.

LARAMIE COUNTY, WYOMING


By: _____ Date: _____
Chairman, Laramie County Commissioners

By: _____ Date: _____
Debra Lee, Laramie County Clerk

BOYS AND GIRLS CLUB OF CHEYENNE

By:  _____ Date: 9/2/25
Justin Hendleton,
Chief Executive Officer

REVIEWED AND APPROVED AS TO FORM ONLY

By:  _____ Date: 9-3-25
Laramie County Attorney's Office

**WYOMING DEPARTMENT OF FAMILY SERVICES SUBGRANTEE AGREEMENT
BETWEEN LARAMIE COUNTY AND THE BOYS AND GIRLS CLUB OF CHEYENNE**

THIS WYOMING DEPARTMENT OF FAMILY SERVICES TEMPORARY ASSISTANCE FOR NEEDY FAMILIES SUBGRANTEE AGREEMENT ("Grant Agreement") (ALN 93.558) is made between Laramie County, State of Wyoming ("COUNTY"), whose address is 310 West 19th Street, Cheyenne, Wyoming 82001, and the Boys and Girls Club of Cheyenne (SUBGRANTEE), whose address is 515 West Jefferson Road, Cheyenne, Wyoming 82007. In consideration of the promises and covenants set forth below, the parties agree as follows:

- 1) Purpose of Grant Agreement. COUNTY shall provide Wyoming Department of Family Services Temporary Assistance for Needy Families (TANF) grant funds to SUBGRANTEE in the amount set forth in Section 3, and SUBGRANTEE shall undertake and complete materials, projects and/or services (collectively, the "Project") described in Attachment A attached hereto. Performance by SUBGRANTEE of the requirements of this Grant Agreement and compliance with all TANF program rules and regulations is a condition to SUBGRANTEE'S receipt of monies hereunder.
- 2) Term of Grant Agreement and Required Approvals. This Grant Agreement is not effective until all parties have executed it and all required approvals have been granted. The term of the Grant Agreement is from October 1, 2024 through September 30, 2025 ("Term"); The Project shall be completed during the Term.
- 3) Payment. COUNTY agrees to grant monies to SUBGRANTEE for performance of the Project, as invoices are submitted for work done in connection with the Project, completed in accordance with the requirements of this Agreement. The total payment to GRANTEE under this Grant Agreement shall not exceed \$60,329.77 ("Grant Award"). Payment will be made following SUBGRANTEE'S delivery to COUNTY of quarterly invoices detailing services performed in connection with the Project in a form satisfactory to COUNTY.
- 4) Responsibilities of Grantee Regarding the Project. In undertaking and completing the Project, the SUBGRANTEE further agrees as follows:
 - a) Professional Services. The SUBGRANTEE agrees to perform all aspects of the Project in a professional manner and in accordance with the degree of care, competence and skills that would be exercised by a SUBGRANTEE under similar circumstances, to the satisfaction of the COUNTY.
 - b) Procurement and Administrative Regulations. SUBGRANTEE agrees to comply with federal procurement and administrative regulations as stated in 2 C.F.R. § 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations: as enacted in regulations by the U.S. Department of Health and Human Services.
 - c) Compliance with Laws. In the interpretation, execution, administration and enforcement of this Grant Agreement, SUBGRANTEE agrees to comply with all applicable state and federal laws, rules, and regulations, including but not limited to:

- i) **SUBGRANTEE agrees to comply with all federal requirements governing grant agreements that are applicable, including but not limited to 2 C.F.R. § 230; Cost Principles for Non Profit Organizations; and OMB Circular A-133 Audits of State and Local Governments. The Single Audit Act of 1984, 31 U.S.C. §§ 7501-7 further defines auditing responsibilities and SUBGRANTEE agrees to comply therewith.**
- ii) **SUBGRANTEE further covenants that the Project will be conducted and administered in conformity with the Civil Rights Act of 1964, 42 U.S.C. § 2000 et seq. and the Fair Housing Act, 42 U.S.C. § 3601 et seq. and that it will affirmatively further fair housing.**
- iii) **SUBGRANTEE shall comply with "Equal Opportunity in Federal Employment", Exec. Order No. 11, 246, 30 Fed. Reg. 12,319 (1965) as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967); as supplemented in the Department of Labor regulations, 41 C.F.R. § 60 (1998), the Civil Rights Act of 1964, 42 U.S.C. § 2000 *et seq.*, the Wyoming Fair Employment Practices Act, Wyo. Stat. § 27-9-105 *et seq.*, and any rules and regulations related thereto. SUBGRANTEE shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.*, and any rules and regulations related thereto. SUBGRANTEE shall assure that no person is discriminated against based on the grounds of sex, race, religion, national origin or disability in connection with the performance of this Grant Agreement.**
- d) **Monitor Activities. The COUNTY shall have the right to monitor all activities of the SUBGRANTEE related to this Grant Agreement. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe all SUBGRANTEE personnel in every phase of performance of work related to this Grant Agreement. COUNTY will conduct a risk assessment post award and will also conduct a site visit during the grant term.**
- e) **Retention of Records. SUBGRANTEE agrees to retain all records related to the Project which are required to be retained pursuant to this Agreement or the TANF program rules and regulations for three years following COUNTY's date of notice to SUBGRANTEE of administrative closeout of the Grant.**
- f) **Prohibition on Lobbying. In accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the SUBGRANTEE or its subcontractors in connection with lobbying Congressmen, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement or loan.**
- g) **Reporting. Within 30 calendar days at the conclusion of each calendar quarter during the Term of this Grant Agreement, SUBGRANTEE shall furnish COUNTY with a report which will list the clients served; address program outcomes, effectiveness, successes, challenges and performance measures as defined in Attachment B. SUBGRANTEE shall likewise furnish COUNTY with a cumulative financial statement, reflecting total expenditures pursuant to this Grant Agreement.**

- h) **Suspension and Debarment.** By signing this agreement, SUBGRANTEE certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this agreement suspended, debarred or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and CFR 44 Part 17, or are on the disbarred vendors list. Further, SUBGRANTEE agrees to notify agency by certified mail should it or any of its agents become debarred, suspended, or voluntarily excluded during the term of this agreement.
- i) **Federal Audit Requirements.** SUBGRANTEE agrees that if it expends an aggregate amount of Seven hundred fifty thousand dollars (\$750,000) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. SUBGRANTEE agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and OMB Circular A-133, Audits and States, Local Governments, and Non-Profit Organizations. If findings are made which cover any part of this award, SUBGRANTEE shall provide one copy of the audit report to COUNTY and require the release of the audit report by its auditor to be held until adjusting entries are disclosed and made to COUNTY records.
- 5) **Responsibilities of County.** COUNTY will, at its discretion, assist in providing SUBGRANTEE access to information, including without limitation providing SUBGRANTEE with information concerning TANF program requirements, rules and regulations and other statutes and regulations referred to herein, and will cooperate with SUBGRANTEE whenever possible. COUNTY shall have no obligations, other than those specifically set forth herein, regarding the Project or its performance.
- 6) **Special Provisions.**
- a) **Limitation on Payments.** COUNTY's obligation to pay SUBGRANTEE for Project activities rendered pursuant to this Grant Agreement is conditioned upon the availability of state or federal government funds that are allocated to pay SUBGRANTEE hereunder. If grant agreement monies are not allocated and available for COUNTY to pay SUBGRANTEE for the performance of the Project, COUNTY may terminate this Grant Agreement at any time in its discretion without further liability or obligation hereunder.
- COUNTY shall notify SUBGRANTEE at the earliest possible time if this Grant Agreement will or may be affected by a shortage or unavailability of funds. No liability shall accrue to COUNTY in the event termination of this Grant Agreement occurs or this Grant Agreement is affected in any other way by a lack of funds. COUNTY shall not be obligated or liable for any future payments due or promised hereunder or for any damages to SUBGRANTEE or any other person or entity as a result of termination under this section.
- b) **No Finder's Fees.** No finder's fee, employment agency fee, broker fee or other such fee related to this Grant Agreement shall be paid by either party.

- c) **Office Space.** SUBGRANTEE will not include charges or seek reimbursement in any invoice submitted to COUNTY for office or building space of any kind obtained by SUBGRANTEE for the performance of the Project. SUBGRANTEE will make no charge for office or building space unless specific provisions are included for such in this Grant Agreement. Under no circumstances will SUBGRANTEE be allowed to purchase office equipment with funds received through this Grant Agreement.
 - d) **Minority Business Enterprise.** SUBGRANTEE is strongly encouraged to actively promote and encourage maximum participation of Minority Business Enterprises (MBE) as sources of supplies, equipment, construction and services in connection with performance of the Project.
 - e) **Budget Transfer Limitation.** SUBGRANTEE agrees it will not exceed any of the line item totals listed on Attachment C by more than twenty percent (20%) without prior approval from COUNTY. Such changes will not result in any change in the total Project costs, or a change in the Grant amount.
- 7) **Default and Remedies.** In the event SUBGRANTEE defaults or is deficient in the performance of any term of this Grant Agreement or any requirements of the TANF program rules and regulations, then COUNTY and/or Wyoming Department of Family Services shall have the right to exercise all remedies provided by law or in equity, including without limitation:
- a) Immediately terminating this Grant Agreement without further liability or obligation of COUNTY;
 - b) Issuing a letter of warning advising SUBGRANTEE of the deficiency and putting the GRANTEE on notice that additional action will be taken if the deficiency is not corrected or is repeated;
 - c) Recommending, or requesting SUBGRANTEE to submit proposals for corrective actions, including the correction or removal of the causes of the deficiency;
 - d) Advising SUBGRANTEE that a certification will no longer be acceptable and that additional assurances will be required in such form and detail as COUNTY and Wyoming Department of Family Services may require.
 - e) Advising SUBGRANTEE to suspend disbursement of funds for the deficient activity;
 - f) Advising SUBGRANTEE to reimburse any amounts improperly expended and reprogram the use of the funds in accordance with applicable requirements;
 - g) Changing the method of payment to SUBGRANTEE; and/or
 - h) Reducing, withdrawing, or adjusting the amount of the Grant.
- 8) **General Provisions.**

- a) **Amendments.** Any changes, modifications, revisions or amendments to this Grant Agreement which are mutually agreed upon in writing by the parties hereto shall be incorporated by written instrument, signed by all parties to this Grant Agreement.
- b) **Applicable Law/Venue.** The construction, interpretation and enforcement of this Grant Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Grant Agreement and the parties, and exclusive venue for any action shall be in the First Judicial District, Laramie County, Wyoming.
- c) **Assignment.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Grant Agreement without the prior written consent of the other party. In the event there is a sub-grant(s) under this Grant Agreement, SUBGRANTEE shall include all of the provisions of this Grant Agreement in every sub-grant agreement awarded and shall make such provisions binding on each sub-grantee as if it were the SUBGRANTEE hereunder. SUBGRANTEE shall not use this Grant Agreement, or any portion thereof, for collateral for any financial obligation, without the prior written permission of COUNTY.
- d) **Assumption of Risk.** SUBGRANTEE shall be responsible for any loss of state or federal funding, either administrative or program dollars, due to SUBGRANTEE'S failure to comply with this Agreement and all state or federal TANF requirements. COUNTY shall notify SUBGRANTEE of any state or federal determination of noncompliance.
- e) **Attorneys' Fees.** If COUNTY has to enforce this Grant Agreement as a result of a default in the performance of this Grant Agreement, COUNTY shall be entitled to its reasonable attorneys' fees and costs incurred in such enforcement.
- f) **Confidentiality of Information:** The SUBGRANTEE acknowledges that information it may receive or have access to as a result of its performance under this agreement may be confidential. SUBGRANTEE 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 of services provided in this Grant Agreement, so long as the identity of the client remains confidential and all other State & Federal laws and regulations are met.
- g) **Conflict of Interest:** The SUBGRANTEE 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 SUBGRANTEE, 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.

- h) **Entirety of Grant Agreement:** This Grant Agreement (8 pages), Attachment A Sub-recipient Pass Through Information (1 page) Attachment B Boys and Girls Application with revised budget (14 pages), Attachment C, Reporting (8 pages) and Attachment D, DFS Contract with Laramie County (10 pages) represent the entire and integrated Grant Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- i) **Indemnification:** To the fullest extent permitted by law, SUBGRANTEE shall indemnify, defend and hold harmless COUNTY, and its officers, agents, employees, successors and assigns from any cause of action, losses, injuries, liabilities, damages, claims, demands or costs arising from or in connection with this grant agreement (including reasonable attorneys' fees) (collectively "Claims") arising out of all activities in connection with the Project, Grantee's (and any sub-grantee's) performance under this Grant Agreement, or failure by SUBGRANTEE (or any sub-grantee) to comply with the terms of this Agreement or any TANF program rules and/or regulations. SUBGRANTEE shall be solely liable and responsible for all acts or omissions in connection with the Project or the performance of the Project or this Agreement (including without limitation the acts, omissions or performance of the Project or this Agreement by any sub-grantee), including without limitation all Claims arising in connection therewith, and COUNTY (its officers, agents, employees, successors and assigns) shall have no liability to SUBGRANTEE, any sub-grantee or any third party for, and shall be released from, all such Claims.
- j) **Independent Contractor:** SUBGRANTEE shall function as an independent contractor for the purposes of this Grant Agreement, and shall not be considered an employee of COUNTY for any purpose. SUBGRANTEE shall assume sole responsibility for any debts or liabilities that may be incurred by the SUBGRANTEE in fulfilling the terms of this Grant Agreement, and shall be solely responsible for the payment of all federal, state and local taxes that may accrue because of this Grant Agreement. Nothing in this Grant Agreement shall be interpreted as authorizing SUBGRANTEE or its agents and/or employees to act as an agent or representative for or on behalf of COUNTY, or to incur any obligation of any kind on the behalf of COUNTY. SUBGRANTEE agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to COUNTY employees will inure to the benefit of SUBGRANTEE or SUBGRANTEE'S agents and/or employees as a result of this Grant Agreement.
- k) **Kickbacks:** SUBGRANTEE warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Grant Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Grant Agreement.
- l) **Notices:** All notices arising out of, or from, the provisions of this Grant Agreement shall be in writing and given to the parties at the address provided under this Grant Agreement, either by regular U.S. mail or delivery in person. Delivery shall be deemed to have occurred 3 days following deposit in the U.S. mail or upon delivery in person.
- m) **Grantee to Keep Informed:** The SUBGRANTEE 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 SUBGRANTEE under the terms and conditions of this Grant Agreement.

- n) **Patent or Copyright Protection.** SUBGRANTEE recognizes that certain proprietary matters, techniques or information may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by the SUBGRANTEE or its sub-grantees hereunder in connection with the Project will infringe any such rights of any person or entity nor will it violate any restriction. SUBGRANTEE shall defend, indemnify and hold harmless COUNTY from any infringement, violation or alleged infringement or violation of any such patent, trademark, copyright, license or other restrictions.
- o) **Prior Approval:** This Grant Agreement shall not be binding upon either party, no services shall be performed under the terms of this Grant Agreement, and no funds will be disbursed hereunder until all necessary approvals and actions have occurred as determined by COUNTY in its discretion and this Grant Agreement has been reduced to writing and signed by both parties.
- p) **Severability:** Should any portion of this Grant Agreement be judicially determined to be illegal or unenforceable, the remainder of the Grant Agreement shall continue in full force and effect as if the illegal or unenforceable term was omitted.
- q) **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.
- r) **Taxes:** SUBGRANTEE shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to social security taxes, workers' compensation, unemployment insurance and sales taxes in connection with performance of the Project and this Grant Agreement.
- s) **Time is of the Essence:** Time is of the essence in the performance by SUBGRANTEE of all provisions of the Grant Agreement.
- t) **Waiver:** The waiver of any breach of any term or condition in this Grant Agreement shall not be deemed a waiver of any prior or subsequent breach.
- u) **Titles Not Controlling:** Titles of sections are for reference only, and shall not be used to construe the language in this Grant Agreement.
- v) **Third Party Beneficiary Rights:** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Grant Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Grant Agreement shall operate only between and for the benefit of the parties to this Grant Agreement.

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- 9) Signatures. By signing this Grant Agreement, the parties represent and warrant that they have read and understood it, that they agree to be bound by the terms of the Grant Agreement, that they have the authority to sign it, and that they have received a signed and dated copy of the Grant Agreement.

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

LARAMIE COUNTY, WYOMING

By: 
Chairman, Laramie County Commissioners

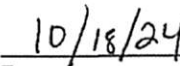

Date:

By: 
Debra Lee, Laramie County Clerk


Date:

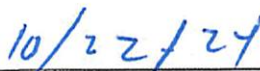
BOYS AND GIRLS CLUB OF CHEYENNE

By: 
Justin Hendleton,
Chief Executive Officer


Date:

REVIEWED AND APPROVED AS TO FORM ONLY

By: 
Laramie County Attorney's Office


Date

Attachment A

Sub-Recipient Pass-Through Information

Sub-recipient: Boys and Girls Club of Cheyenne

UEI #: NCJR41DRAU5

Sam Registration Active: Yes

Project ID: TBD

Sub-recipient Program Area: TANF/CPI Laramie County, Wyoming

Federal Award Amount to Nonprofit: \$60,329.77

Local Match Amount: \$0.00

Period of Performance: October 1, 2024-September 30, 2025

Period and Start Date: October 1, 2024-September 30, 2025

Federal Award Identification Number (FAIN): 25-01WYTANF

Assistance Listing Number (ALN): 93.558

Assistance Listing Number Title: TANF

Federal Project Description: Provide local community based services to TANF eligible families

Name of Federal Awarding Agency: Department of Health and Human Services; Office of Administration for Children and Families, State of Wyoming

Name of Pass through Entity: Laramie County, Wyoming

Contact Information for Pass through Entity:

Sandra Bay, Laramie County Grants Manager

310 W. 19th Street, Suite 320

Cheyenne, WY 82001

307-633-4201 and Sandra.bay@laramiecountywv.gov

Is this award for Research and Development? No

Pass-through Indirect Cost Rate: 10%

Sub-recipient Indirect Cost Rate: 10%

Amount of Federal Funds Obligated by Action: \$154,750.00

Total Federal Award: \$154,750.00

Federal Award Date: October 1, 2024

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1. County/Tribe: Laramie County, Wyoming
2. **Project/Grant Administrator.** Ensures programs are being implemented correctly, communicates grant changes and provides requested paperwork and data to the Department of Family Services. All Communication regarding this proposal shall be conducted through this person.

Name: Sandra Bay

Title: Grants Manager

Organization: Laramie County, Wyoming

Address: 310 W. 19th St., Suite 320, Cheyenne, WY 82001

Phone: 307-633-4201

Email address: Sandra.bay@laramiecountywy.gov

3. Primary Contact for each Sub-recipient. that implements programs within the County's grant.

Name: Justin Pendleton

Title: Chief Executive Officer

Organization: Boys & Girls Club of Cheyenne

Address: 515 W. Jefferson Road, Cheyenne, WY 82007

Phone: 307-778-6674

Email address: jpendleton@bgcchey.org

4. Program Name: Boys & Girls Club of Cheyenne Youth Development

5. Funded Amount: \$60,329.77

6. Authorized Representative/County Commissioner Chair:

(No signature required here. Signature is required on the Assurance page)

Date: April 16, 2024 award 6/5/24

Phone: 307-633-4260

E-Mail: commissioners@laramiecountywy.gov

PROPOSAL

A. Summary of Proposed Program

1. Please provide a synopsis of the program you propose.

The Boys & Girls Club of Cheyenne provides fun, educational, and accessible afterschool and summer programming for all Laramie County youth ages 6-18. The Club currently operates out of five sites: the West Jefferson Clubhouse, the Club at Laramie County Community College teen site, the Cole Elementary site serving students from Cole and Hebard Elementary Schools, and sites at Burns and Pine Bluffs Elementary Schools. The Youth Development program, an ongoing initiative supported by TANF, primarily focuses on the West Jefferson and Club at LCCC locations.

Across these sites, the Club's mission is to inspire and enable all youth, especially those who need us most, to reach their full potential as productive, responsible, caring citizens. For a membership fee of \$50 a month, youth have the opportunity to participate in high-yield learning activities in the three core areas of Academic Success, Character & Citizenship, and Healthy Lifestyles. The Youth Development program provides a safe, welcoming environment for kids during out-of-school time complete with tutoring, nutritious meals, mentorship, social and emotional wellness resources, art, sports, and other engaging activities. Our membership fee has changed from the \$10 a year due to inflation and overall costs that the club has had to incur. This represents a greater need for our families to access supports to obtain child care for their children.

This non-school time is crucial for youth in Laramie County, as students left without structure often find themselves sitting idle in front of a screen, engaging in risky behaviors, or falling further behind in schoolwork. The Club not only provides this structure, but also keeps youth on the path to success by fostering their passions, supporting their academic and social needs, and connecting them to one-of-a-kind experiences, ultimately leveling the playing field for all kids and championing the next generation of leaders.

Moving through 2024, the Club strives to support the overall health and well-being of the Cheyenne community while serving those that might otherwise fall through the cracks. Though the Club sees a light at the end of the COVID-19 tunnel, the Youth Development program will continue to address the lasting impacts of the pandemic and the looming mental health crisis, all while helping students to recover from learning loss and stay on track in school.

Regardless of the circumstances, the Boys & Girls Club of Cheyenne continually offers accessible, affordable summer and afterschool programs, which are a critical resource often unavailable to low-income and vulnerable families. The Club offers memberships for just \$50 per month, which includes a daily meal, tutoring, hands-on activities, transportation to and from school. Though the 10-week summer program does have an additional fee, the Club works closely with each family to understand and meet their individual needs.

The need for this programming is evident, as it is the most affordable, high-quality option for families in Laramie County. For example, the City of Cheyenne's Latchkey program is \$220/month per child and \$1,300/child for the 10-week summer program. The YMCA's After School Care program is \$172 per month with a \$45 annual registration fee, and the Summer Day Camp program is \$163-188 per week (depending on membership). In discussion with each of these organization's administration teams, these costs are set to increase in the new year.

Both of these programs focus on elementary students and only offer programming through the 6th grade. The BEAST program serves students through 8th grade, but is much more costly at \$300 per month and \$1,500 for an 8-week summer program. The LCCC Seek program also offers a wide variety of summer programs, however, these activities typically only run over a one-week period and aren't a reliable, sustainable source of summer childcare.

Despite the Club's low cost, the membership fees can be prohibitive to attendance. The Wyoming Department of Family Services can subsidize childcare costs for qualifying families, but not for children over the age of 12. The Club recognizes that teenagers are especially in need of supervision and guidance during out-of-school time, as they are more likely to use harmful substances, engage in unhealthy relationships, or simply utilize their time in an unproductive manner. This time represents an opportunity for teens to explore their passions, build a resume, and work towards their future goals, but they often need support from a mentor or trusted adult to guide them in a positive direction. In addition, Cheyenne faces a sufficient lack of fun, organized activities for teens and pre-teens, leading them to find their own unstructured entertainment and pastimes.

2. Is this program different from previous programs operated with TANF funds in the past?
Yes ☐ No ☒ If so, how is it different?

3. Area(s) served.

The Boys & Girls Club of Cheyenne serves youth in Laramie County, Wyoming. Specifically, sites in Cheyenne, Burns, and Pine Bluffs.

4. Population served.

The Boys & Girls Club of Cheyenne serves youth ages 6-18 who are living at or below the TANF Federal Poverty Level, based on information collected in annual self-reports. This includes a significant number of families who have traditionally been self-sufficient but are now seeking additional resources and support to ensure their basic needs are met. In 2023, the Club served over 750 registered members, and is already on track to surpass this number. So far, the club has served 412 members in all 5 of our sites year-to-date.

The Club has developed initiatives to address the lack of representation and success among vulnerable youth, a significant portion of whom are struggling academically. Transportation is offered from nearby schools, some of which are classified as Title 1, to guarantee that all young individuals can participate in top-notch activities. These essential links not only improve after-school experiences but also establish a basis for continuous learning and achievement.

5. Beginning and end date of program.

October 1, 2024 -September 31, 2025

6. Program availability: when is the program offered (i.e. time of day, how often, time of year)?

B. Statement of Need

The intent of TANF CPI is to provide Counties with programs that meet specific needs of their community.

1. How have you determined there is a need for the services you propose? Describe local data that was used to determine the needs of families.

At a glance, the isolation, confusion, and frustrations of COVID-19 appear to be gone alongside the height of the pandemic. However, the long-term effects of trauma on young people's mental health cannot be ignored. Despite children being back in the classroom and returning to their afterschool sports and extracurriculars, the rates of depression, anxiety, suicide, and eating disorders have continued to increase, reflecting a "Shadow Pandemic" that continues to shape crucial periods of their physical, social, and emotional development. Each community. These emotional burdens, coupled with financial strain, job loss, inflation, and personal health concerns, have only intensified existing gaps throughout Laramie County and statewide. They consist of:

- A household income-to-poverty ratio that falls below 130% of the federal poverty level (i.e., income less than 1.3 times the poverty level)
- No one or only one person in the household between the ages of 18 and 64
- Households with unit-level crowding – more than .75 persons per room
- No household member over the age of 16 with a high school diploma or one or more households with limited English proficiency
- No household access to a vehicle
- No household member employed full-time, year-round (excluding households in which all members are 65 or older)
- No household access to broadband internet

In addition, the Wyoming Kids Count reports that the median annual income for men in Wyoming was \$64,869 and for women, it was \$44,967. This means that Wyoming women earn about \$.69 for every dollar a Wyoming man earns. The wage gap in Laramie County has also increased, with men earning a median annual income of \$50,620 and women earning a median annual income of \$39,329 in 2016, compared to \$63,469 for men and \$46,457 for women in 2023. Although annual incomes have increased overall, this also demonstrates an increase in the wage gap from 22 to 73 cents. Of these children, 5,939 lived in single-parent homes, which were primarily led by single mothers (4,531 with single mothers and 1,498 with single fathers). For Laramie County residents.

Health insurance and access to high-quality medical care also remain critical factors affecting Wyoming's youth. As reported in the Wyoming Kids Count, nearly 8% of Wyoming's children 18 and younger did not have access to health insurance. Oftentimes, these children are uninsured because their family's income exceeds the threshold for Wyoming's Kid Care Children's Health Insurance Program (CHIP), but it is not high enough to cover the cost of other health insurance. Of those in Laramie County, 5.2% of all children are not covered by a health insurance plan that provides "comprehensive health coverage". This includes 4.3% of children under 6 years of age and 5.6% of children 6-18.

Graduation rates within have also increased from 71.5% of LCSD #1 students in the 2011-2012 school year to 81.1% in the 2022-2023 school year. However, from 2021 - 2023, 59% white, 59% for 2 or more races, and 74% Hispanic of 4th-grade students were below proficient or advanced in English and language arts and 56% were below proficient or advanced in math. Mental health also directly correlates with education in the face of COVID-19, as a lack of access to early childhood education can undermine a child's social and emotional development. Students experiencing mental health issues may not be able to focus in the classroom, falling

further behind in core areas such as math and reading and ultimately struggling to reach graduation. These factors often heighten a child's anxiety and complicate the emotionally charged processing of growing up and determining the next steps after high school.

The quality, accessibility, and justness of education systems across the state also play a role in the prosperity and overall well-being of students. Recently, the Wyoming Survey & Analysis Center at the University of Wyoming in partnership with the Wyoming Community Foundation/Wyoming Kids Count, published, "Exclusionary Discipline – Racial Disparities in the Equality State." The research shows that within Wyoming the "Equality State" children of color receive harsher school discipline than their white peers for the same behaviors. Disproportionate suspensions are the highest amount Native and Hispanic Wyoming students.

When schools rely on suspension or expulsion to discipline students, it leaves students feeling frustrated and disengaged from school, peers, and teachers, ultimately sharing their academic success and goals for the future:

- Both in and out-of-school time suspensions are associated with increased grade retention.
- Students who experience even one in-school suspension are more likely to drop out of school than students who have not.
- Out-of-school suspensions are associated with lower academic achievement.

This disparity is especially important to consider in light of the Club's diverse membership, as well as the growing diversity of Laramie County. For example, although Laramie County still has a predominately non-Hispanic white population, it is seeing staggering increases in Hispanic and non-white residents. As highlighted by Laramie County Health Matters, 15.8% of the population is Hispanic or Latino, which is significantly higher than the Wyoming value of 10.6% and demonstrates an increase from 15.6% in 2023.

The nonexistence of LGBTQ+ rights is also a significant factor in Wyoming, as very few resources and support systems are available for youth who identify within these communities. The Movement Advancement Project, an organization dedicated to creating equality and opportunity for all, reports that 0 counties out of 23 statewide and only 2 cities have an ordinance prohibiting discrimination based on sexual orientation in private employment, housing, and public accommodations. This still holds true that the state of Wyoming is reporting (low) State sexual orientation policy tally, gender identity policy tally (negative), and overall tally (negative).

Lastly, the prevalence of risky behaviors including unhealthy substance among Cheyenne's youth point to a need for effective programming beyond those provided through the public school system. As discussed in the 2022 Laramie County Community Needs Assessment, 41% of LCSD #1 high school students have vaped within the past 30 days. This echoes data from the 2019-2021 Laramie County Needs Assessment, with 1 in 4 students under the impression that vaping every day involved no health risk. In addition, 39% of Laramie County high school students used alcohol in the last 30 days, and 22% of high school youth reported using marijuana in the last 30 days, with 1/3 saying that it was very easy to access.

With an understanding of the risk factors and challenges facing modern young people, the Boys & Girls Club of Cheyenne provides members with a welcoming environment, support system, and pathways to positive youth development. The mentoring program spans daily activities at the Club, therefore reinforcing academic success, cultivating healthy relationships, and fostering a culture of social and emotional wellness.

2. What is the resource gap(s) that is being addressed by your program?

Through extensive research, Boys & Girls Clubs of America has identified specific elements to ensure that Clubs create positive developmental experiences for all members. The Club follows the evidence-based formula established by BGCA: Young People Who Need Us Most + Outcome-Driven Club Experience = Priority Outcomes. The impact of a Club depends on how frequently and how long members participate, as well as how to Club implements these five key elements as evidenced through BGCA's National Youth Outcomes Initiative (NYOI):

Locally, the Club has worked diligently to provide a quality Club experience that aligns with these key elements. The Club utilizes the annual BGCA NYOI member survey and individual academic performance through grade checks to collect data and measure youth outcomes. This includes collecting report cards each semester, checking grades, and encouraging members to actively monitor their academic standing. Coupled with regular check-ins with teachers and LCSD #1 and LCSD #2 staff, the Club is able to align with the curricula and goals of local schools, while also providing insight regarding the quality and effectiveness of the overall program. Beyond grades, the NYOI survey asks members about their perceptions of the Club, with questions surrounding safety, emotional wellness, plans, substance use, and other critical information.

The Club has specifically improved its programming for teens, catering to their unique needs as young adults about to enter the professional world. In 2018, the Club opened its first teen-only site at Laramie County Community College. The Club at LCCC provides a platform for high school students to explore their passions, learn from local experts, and create a plan. In addition to building a portfolio, developing workplace soft skills, and applying for scholarships, teen members can job shadow and even at local businesses such as Ken Garff Cheyenne and West Edge Collective. This program comes at a critical time, as Laramie County needs qualified, skilled workers to promote economic development and create a thriving, diverse capital city.

In addition, the Club continues to support students recovering from COVID-19 learning loss through daily tutoring, high-yield learning activities, and the Summer Brain Gain program. Each summer in America, an estimated 43 million children nationwide miss out on expanded learning opportunities that could prevent them from falling behind. During the summer, most youth lose about two months' worth of math skills. Low-income youth also lose more than two months' worth of reading skills, while their middle-class peers make slight gains. These losses, exacerbated by COVID-19, stack up from year to year, causing low-income children to fall further behind. The Summer Brain Gain program, composed of weekly themed modules, transforms the summer months into a fun, productive, educational time that fosters creativity and keeps students on track in school.

Through these programs, the Club offers much more than a typical "daycare" and takes active steps to foster the next generation of leaders. The Club focuses on the future, ensuring that young people can emerge as healthy, fulfilled, and productive young adults.

3. Describe what research based programs and strategies will be utilized to make the program successful.

The Boys & Girls Club of Cheyenne addresses obstacles head-on with a focus on mentorship and preventative programming, helping vulnerable and at-risk youth to overcome the challenges they encounter in their everyday lives. The national organization, Boys & Girls Clubs of America, provides a platform for proven, evidence-based programs such as Project Learn, Summer Brain Gain, SMART Moves, SMART Girls, Passport to

Manhood, and Career Launch. Local staff then modify and adapt these programs to best meet the needs of Laramie County youth:

Project Learn: Project Learn reinforces the academic enrichment and school engagement of young people during the time they spend at the Club. The program is complemented by tutoring and high-yield learning activities and is offered to members every day after school.

Summer Brain Gain: Summer Brain Gain helps prevent youth from falling behind and losing academic skills while school is out. The program is comprised of one-week modules with fun, themed activities for elementary school, middle school, and high school students that are aligned with common core anchor standards.

SMART Moves: SMART Moves uses a team approach that involves Club staff, peer leaders, parents, and community representatives. Young people ages 6 to 15 engage in discussion and role-playing, practicing resilience and refusal skills, developing assertiveness, strengthening decision-making skills, and analyzing media and peer influence. The ultimate goal is to promote abstinence from substance abuse and adolescent sexual involvement through the practice of responsible behavior.

SMART Girls: SMART Girls is a small-group health, fitness, prevention/education, and self-esteem enhancement program designed to meet the developmental needs of girls in three age groups, spanning ages 8 to 18. Through dynamic sessions, participatory activities, field trips, and mentoring opportunities with adult women, Club girls explore their own and societal attitudes and values as they build skills for eating right, staying physically fit, getting good health care, and developing positive relationships with peers and adults.

Passport to Manhood: Passport to Manhood represents a targeted effort to engage young boys in discussions and activities that reinforce character, leadership, and positive behavior. Each participant receives a “passport” to underscore the notion that he is on a personal journey of maturation and growth.

Career Launch: Career Launch encourages Club members ages 13 to 18 to assess their skills and interests, explore careers, make sound educational decisions, and prepare to join our nation's workforce.

To provide a comprehensive afterschool and summer program for members, these preventative programs are complemented with art, sports, STEM, Healthy Habits, and countless locally developed activities. Together, these programs foster a sense of creativity, self-expression, and teamwork that guide members along the path to Great Futures.

C. Community Partnerships

1. A description of how community wide collaboration in planning and implementation occurred.

The Boys & Girls Club of Cheyenne relies on the collaboration and support of the local community to fulfill its mission. The Club partners with LCSD #1 to offer transportation services, access to academic reports with parental consent, and facility usage. Additionally, it collaborates with LCSD #2 to assist students in Burns and Pine Bluffs. Laramie County Community College plays a crucial role by hosting the Club at LCCC teen site and granting access to facilities, tutors, and college personnel. Joining the United Way’s Education Collaborative, which consists of Needs Inc., The ASK Program, Foster Grandparents, Special Friends, and Big Brothers Big Sisters has allowed the club to serve the community in a greater capacity beyond our walls.

2. List the community partners involved in the program implementation and the resources that will be provided by each partner.

LCSD #1	Referrals, transportation, grade reporting
LCSD #2	Referrals, grade reporting, student outreach
Laramie County Master Gardeners	Junior Gardeners program
Laramie County Community College	Supports Club at LCCC teen program
Grace for 2 Brothers	Provides QPR training and supports suicide prevention efforts
Cognitive Behavioral Theater	Employs improv and acting techniques to support mental wellness
Blue Cross Blue Shield of Wyoming Caring Foundation	Supports Health Habits and Social Emotional Wellness programs
BGCA	Provides curricula, data collection, and overall support
GEAR Up	Supports on-time graduation and college enrollment
Cheyenne Police Department	Fosters a safe Club environment and positive relationships between youth and police officers
Wyoming Department of Transportation	Encourages safe and responsible driving
Students Against Destructive Decisions (SADD)	Supports preventative programming and healthy decision-making
Cent\$ible Nutrition Program	Supports Healthy Habits and Triple Play programs
Wyoming Equality	Provides guidance and mentorship for LGBTQ+ youth
University of Wyoming	Builds relationships between student-athletes and members
Ken Garff	Offers Career Pathways program and other community resources
Microsoft	Provides technology resources and digital education
United Way Education Collaborative	Supports academic success and on-time graduation
Local Arts Organizations (West Edge, Cheyenne Little Theatre, Cheyenne Symphony Orchestra...)	Supports Arts Education program through workshops, performances, and hands-on learning

(Additional lines/pages may be added if needed.)

3. Describe how the program will be sustained by the community beyond the funding period.

The Boys & Girls Club of Cheyenne has a full-time development professional responsible for managing all fundraising activities such as grant writing (private, state, and federal), fundraising events, and stewardship. Additionally, the Club's CEO and Board of Directors are actively involved in fostering relationships with donors and assisting with community engagement, stewardship, and fundraising efforts. The Club continues to expand its services within Laramie County and reach more disadvantaged youth. Currently, the Club is exploring options for growth in Eastern Laramie County and seeking financial support from various sources, including grants, individual and corporate sponsorships, and community partnerships.

D. Project Goals and Outcomes

1. **Goals for the Project:** What are the goals of your program? How will you serve TANF eligible individuals/families?

The Youth Development program seeks to recognize and offer 65 TANF-eligible young people the chance to join the Club after school or in the summer, particularly those at risk of being unsupervised or responsible for looking after their younger siblings. The main objective of the program is to link at-risk youth with excellent care and chances for personal growth, ultimately bolstering the entire family structure. Through Club participation, members engage in enjoyable, educational activities that foster academic achievement, positive connections, and overall health and wellness.

2. **Outcomes:** Using the chart below, please identify specific measurable (preferable numeric) outcomes you expect for TANF eligible individuals/families as a result of program implementation in order to meet the above goals? These measurements will be used to evaluate the program's success.

Complete your outcomes for TANF CPI: (additional lines/pages may be added if needed)

Outcome	Measurement	Activities to Accomplish Outcome	Data/Quality Assurance to be Collected to Validate Measurements
Identify 65 TANF-eligible youth.	Utilize TANF intake form to screen potential scholarship applicants. 100% of participating youth will complete the form.	Make TANF form available to all incoming Club members, track applications on an ongoing basis, determine need based on applications, evaluate overall need based on all applications received, and determine greatest areas of need.	TANF intake forms will be submitted to the Club front office, then vetted and overseen by the Club's CEO and Chief Operations Officer.
Youth who attend the Club participate at least 52 times per year.	Utilize member tracking system to record Club attendance throughout the year.	Daily data entry of attendance among TANF participating youth.	Data is entered by Club staff and overseen by the Unit Director, Chief Operations Officer, and CEO.
Youth participate in age-appropriate programs which align with TANF goals.	Utilize member tracking system to record activity participation among TANF youth.	Daily data entry of attendance among TANF youth. Many Club programs also utilize pre and post-surveys.	Data is entered by Club staff and overseen by the Unit Director, Chief Operations Officer, and CEO.
Youth achieve Academic Success.	Evaluate student success by tracking grades and collaborating with LCSD #1.	Obtain current grades via parents and/or the school district.	Grade monitoring is driven by the Education & Career Development Coordinator and the Unit Director. Collection is overseen by the Chief Operations Officer and CEO.
Youth abstain from high-risk behaviors.	Obtain data and feedback via the National Youth Outcomes Initiative (NYOI) annual youth survey.	Track youth starting and completing preventative programming. Many preventative programs also utilize pre and post-surveys.	The NYOI survey is administered by Club staff on a yearly basis and analyzed by the Unit Director, Chief Operations Officer, and CEO.

3. Describe your data collection methods to be used.

The Boys & Girls Club of Cheyenne utilizes the Vision Member Tracking System, a software tailored for Boys & Girls Clubs. This tool enables the Club to monitor demographics of all registered members, such as parent-reported household income, age, school, grade level, advancement to the next grade level, and attendance frequency. In addition, the software tracks pre and post-test outcomes, attendance, and graduation within each program. Weekly grade monitoring is conducted and recorded in Vision as well as by the Education & Career Development Coordinator. Please note that the club will be transitioning its member tracking system in late 2024 to "My Club Hub", a system that will work better with our processes and procedures.

4. How will you evaluate the effectiveness of the TANF program for individuals/families served? How do you determine the success of your program?

The Boys & Girls Club of Cheyenne plans to assess the TANF program's impact by verifying if 65 eligible members received Club services throughout the school year and/or summer. These members are

expected to visit the Club at least 52 times annually and engage in activities that support the TANF objectives. In addition to participation, members are required to show personal growth and advancement in the key areas of Healthy Lifestyles, Academic Success, and Character & Citizenship. The Club values input from members and will use data from the NYOI survey, focusing on the percentage of members reporting positive experiences in the Five Key Elements of Youth Development.

G. TANF Recruitment

1. Describe your recruitment and enrollment process or TANF eligible individuals/families?

The Club provides the TANF intake form to all members when they enroll. This form can be found on the Club's website and in the main office. To promote services for TANF-eligible young people, the Club uses social media and traditional media, particularly before the summer program launches. Additionally, the Club offers the TANF intake form to registered members year-round.

2. What is the projected number of TANF eligible individuals that will be served by this program?

At least 65 TANF eligible youth

3. Provide an explanation on how income information will be gathered to determine TANF eligibility.
Income eligibility shall be established by verifying gross family income for the previous month. Applicants shall use a TANF Eligibility Intake Form. A copy of the TANF Eligibility Intake Form shall be attached to this proposal.

To determine eligibility for TANF, the Club depends on parents/guardians self-reporting their income, household size, and overall need. This data is gathered using the Club's TANF Eligibility Intake Form when enrolling or as required, and later confirmed by Club staff. The form is kept securely, and important details are entered into the Vision Member Tracking System.

BUDGET

Instructions:

1. Provide a budget for **each individual agency within the county AND a county combined budget** that includes all programs and their costs.
2. The budget for each program should be described with enough detail that expenditures of funds could be easily reviewed. Preference will be given to programs concentrating on direct services rather than programs building their administrative structure.
3. List costs of the program including program costs, administrative costs, total costs, and estimated cost per individual/family.
 - a. The Proposer shall submit a proposed budget in line item detail listing each employee's compensation and benefits and each category of expenditure and the proposed amount. The Contractor shall be required to use the invoice form attached to this proposal.
 - b. The budget shall include a narrative of duties of each employee and an explanation of each line item stating the purpose of the expenditures.
 - c. The Proposer shall separate all administrative costs to verify compliance with administrative limitations.
 - d. Administrative expenses shall not exceed 10% of the program expenses.
4. Only expenses related to services to TANF eligible individuals/families can be billed to TANF CPI. This means that all grant expenses must show the formula for how the allocation of expenses is determined for TANF eligible individuals/families funded under this proposal. Expenses are based on the percentage of TANF individuals/families vs non-TANF individuals/families served as well as the percentage of time working on TANF-related activities.
5. Program costs are associated with direct service delivery to TANF eligible individuals/families (i.e. salaries, supplies, facilities rent). Administrative costs are associated with activities needed to support the program, but are not a direct service to families (i.e. data collection, completion of reports).

Budget:

1. TANF funds are limited and can only provide a portion of the funding needed for services. What are your other funding sources that will be used to operate the program? (i.e. *Cash contributions and non-federal funds used to support*)
2. What are the costs/benefits of providing this program? In other terms, what is the Return on Investment (ROI)? ROI is a performance measure used to evaluate the efficiency of an investment.

Individual Agency: Annual Amount Funded: \$60,329.77			
	Program Costs	Administrative Costs	Summary and Justification for Budget Expense
Salaries <u>Admin:</u> Activities spent managing the grant. <u>Program:</u> Wages for all staff who provide direct client services.	\$45,193.10	\$4,519.31	Wages for approximately 22 staff who are in direct contact with and providing services to TANF youth. Staff consists of YDPs, Unit Directors, and Coordinators (\$15.00 - \$24.04/hour). Administration: Director of Finance – Data collection and financial reporting. Director of Resource Development – Data collection and submission of reports.
Employer Paid Benefits <u>Admin:</u> Activities spent managing the grant. <u>Program:</u> Benefits for all staff who provide direct client services.	\$2,413.23	\$241.32	Employee Drug Testing \$15 - \$35. Background Checks \$65 - \$120. Retirement 3% of wages. Insurance (Life, LTD, Health, Dental, Vision).
Employer Payroll Taxes <u>Admin:</u> Activities spent managing the grant. <u>Program:</u> Taxes for all staff who provide direct client services.	\$4,826.63	\$482.67	FICA (7.65%), SUTA (0.00%), WC (1.22%).
Supplies <u>Admin:</u> Supplies and expenses needed to manage the grant. <u>Program:</u> Supplies needed for instructor use. *cannot include any form of personal computers or IT equipment*			
Recruiting and Marketing *cannot include promotional items.			
Travel Travel necessary to serve participants.			

Rent and utilities Rent and utilities for space provided to direct services for participants. *participant rent/utilities costs should be included in the "Other Participant Needs" budget line.	\$2,412.20	\$241.31	Equates to approximately 10.50% of actual monthly expenses for electric, gas, water, sewer, and garbage/recycling.
Participant Tuition and Class Fees			
Participant Class Supplies and Materials			
Participant License and Certification Fees			
Participant Drug and Aptitude Screening Can include other types of assessments.			
Work Support Services and Clothing			
Participant Wages			
Participant Fringe Benefits			
Participant Incentives			
Other Participant Needs: Description -			
Program and Administrative Sub-Totals	\$54,845.16	\$5,484.61	Total Administrative Costs cannot exceed 10% of your total Program Costs Total Administrative Costs is approximately 9.09% of total budget, which is \$80,000.
TOTAL BUDGET	\$60,329.77		

Boys and Girls Club of Cheyenne

Number of TANF Participants Planning to Serve	50
Cost Per TANF Participants	\$1,206.60

Quarterly Report and Invoice



Temporary Assistance for Needy Families
Wyoming Department of Family Services

TANF CPI

FFY2025 Quarterly Report and Invoice

County/Tribe:

Laramie County

Reporting Period:

Date:

Statistics:

During the quarter, please provide the below information on all the TANF individuals you served. Please provide any other relevant data you wish to share.

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Evaluation of Outcomes:**Big Brothers Big Sisters**

Outcome	Measurement	Activities/Collaboration Conducted to Meet Outcome (complete this column with activities provided during the quarter to meet contractual outcome goals as outlined in Attachment A)	Data/Quality Assurance to be Collected to Validate Measurements (complete this column with quarterly outcome data for each quarter under the contract as outlined in Attachment A)
Enrolling and matched youth will create a Youth Outcomes Development Plan (YODP) with goals to work on during the grant period.	80% of enrolling and matched youth create a YODP 80% achieve at least one goal during the grant period.		
BBBS matched youth will improve or maintain positive attitudes in relation to educational success, risk attitudes, and/or socio-emotional competency.	80% of youth will improve or maintain positive attitudes.		
BBBS matched youth will improve or maintain positive attitudes in relation to parental trust or adult relationships.	80% of youth will improve or maintain positive attitudes.		
Enrolling and matched youth will create a Youth Outcomes Development Plan (YODP) with goals to work on during the grant period.	80% of enrolling and matched youth create a YODP 80% achieve at least one goal during the grant period.		

Boys and Girls Club:

Outcome	Measurement	Activities/Collaboration Conducted to Meet Outcome (complete this column with activities provided during the quarter to meet contractual outcome goals as outlined in Attachment A)	Data/Quality Assurance to be Collected to Validate Measurements (complete this column with quarterly outcome data for each quarter under the contract as outlined in Attachment A)
Identify 50 TANF-eligible youth.	Utilize TANF intake form to screen potential scholarship applicants. 100% of participating youth will complete the form.		

Youth who attend the Club participate at least 52 times per year.	Utilize member tracking system to record Club attendance throughout the year.		
Youth participate in age-appropriate programs which align with TANF goals.	Utilize member tracking system to record activity participation among TANF youth.		
Youth achieve Academic Success.	Evaluate student success by tracking grades and collaborating with LCSD #1.		
Youth abstain from high-risk behaviors.	Obtain data and feedback via the National Youth Outcomes Initiative (NYOI) annual youth survey.		

Climb Wyoming:

Outcome	Measurement	Activities/Collaboration Conducted to Meet Outcome (complete this column with activities provided during the quarter to meet contractual outcome goals as outlined in Attachment A)	Data/Quality Assurance to be Collected to Validate Measurements (complete this column with quarterly outcome data for each quarter under the contract as outlined in Attachment A)
Show progress each quarter toward the final goal of 80% of the individuals enrolled in the program successfully completing the program.	80% of participants who enter the program will successfully complete it.		
75% of Climb program graduates will be employed after program completion.	75% of these program graduates will be employed after program completion.		
Show progress each quarter toward the final goal of individuals who completed the program earning 90% higher wages than when they entered the program.	75% of program graduates will be employed after program completion and will be earning a 90% higher wage than they were before the program.		

Show progress each quarter toward the final goal of 90% of the individuals who complete the program experiencing a decrease in the dependence on food stamps.	Over time, 90% of program graduates will show a decrease in their dependence on food stamps.		
50% of Climb program graduates who enter the program utilizing public healthcare will show a decrease in the dependence on public health insurance.	Of the graduates who enter the program utilizing public health insurance 50% will end their dependence on public health insurance.		
Increased knowledge and skills regarding healthy relationships, strong and stable environments, communication and health behaviors.	100% of single mother who enter the Climb program will have received life skills training and mental health counseling.		

Wyoming Family Home Ownership Program/My Front Door:

Outcome	Performance Measure	Activities/Collaboration Conducted to Meet Outcome (complete this column with activities provided during the quarter to meet contractual outcome goals as outlined in Attachment A)	Data/Quality Assurance to be Collected to Validate Measurements (complete this column with quarterly outcome data for each quarter under the contract as outlined in Attachment A)
Completion of Phase I; low to moderate-income participants complete a 12-week financial literacy course	100% of Families that enroll will complete Phase I		
Completion of Phase II; participants establish and maintain a home savings account	80% of those that enter Phase II will complete it. 100% of participants who complete Phase II will have saved \$2,400 toward their own down payment at closing		
Completion of Phase III; participants purchase and maintain ownership of a home	90% of those participants who complete Phase II and save the minimum requirement will purchase a home		

	<p><i>75% of those that purchase a home will complete Phase III</i></p> <p><i>Homeowning families that complete annual requirements are eligible for a \$1,000 maintenance grant in years, 2, 3, 4, and 5.</i></p>		
<p><i>Participants actively engage with the Family Advocate during all three phases of the program</i></p>	<p><i>100% of participants enrolled in any phase of the program will meet with the Family Advocate at least quarterly and complete 3 of the 4 quarterly offered trainings per year. Participants will also continue to set and make progress with SMART Goals.</i></p>		

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Successes and Challenges:

Please share quarterly successes and challenge

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Quarterly Invoice: Laramie County Commissioners

Submit To:

Georgia Auch

georgia.auch1@wyo.gov

Expenditures for the Month(s) and Year of:

Submitted on:

	Program Costs	YTD Program	Admin. Costs	YTD Admin	Program Budget	Admin Budget
Salaries						
BGC					\$45,193.10	\$4,519.31
BBBS					\$8,441.00	
Climb					\$40,050.00	\$5,463.08
WFHOP					\$2,892.52	
Employer Paid Benefits						
BGC					\$2,413.23	\$241.32
BBBS					\$2,412.00	
Climb					\$3,000.00	\$500.00
Employer Payroll Taxes						
BGC					\$4,826.63	\$482.67
BBBS					\$1,206.00	
Climb					\$3,700.00	\$600.00
Rent and Utilities						
BGC					\$2,412.20	\$241.31
Climb					\$7,500.00	
Participant Tuition and Class Fees						
WFHOP					\$4,121.85	
Participant Class Supplies and Materials						
WFHOP					\$535.12	
Participant Incentives & Expenses						
Climb					\$2,000.00	
Other Participant Needs						
BBBS (Liability and Affiliation fees)						\$1,205.29
Climb (Mental Health Provider)					\$9,500.00	
WFHOP (Participant Utilities)					\$1,293.37	
Sub-Totals	0.00	0.00	0.00	0.00	\$141,497.02	\$13,252.98
Quarterly TOTAL (Program + Admin)					\$ 154,750.00	
Number of Participants Served						
Cost Per Participant						

250819-10

**AMENDMENT ONE TO THE CONTRACT BETWEEN
WYOMING DEPARTMENT OF FAMILY SERVICES
AND
LARAMIE COUNTY COMMISSIONERS**

1. **Parties.** This Amendment is made and entered into by and between Wyoming Department of Family Services (Agency), whose address is: 2300 Capitol Avenue, Third Floor, Hathaway Building, Cheyenne, Wyoming 82002, and Laramie County Commissioners (Contractor), whose address is: 310 West 19th Street; Suite 320, Cheyenne, Wyoming 82001.
2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Contract between the Agency and the Contractor. The purpose of this Amendment is to: a) increase the total Contract dollar by one hundred fifty-four thousand, seven hundred fifty dollars (\$154,750.00) to three hundred nine thousand, five hundred dollars (\$309,500.00); b) extend the term of the Contract through September 30, 2026; and c) amend the responsibilities of the Contractor.

The original Contract, dated September 23, 2024, required the Contractor to operate the Temporary Assistance for Needy Families Community Partnership Initiative (TANF CPI), a community plan which will provide a continuum of services to Laramie County families as outlined in the Program Statement of Work, Attachment A, for a total Contract amount of one hundred fifty-four thousand, seven hundred fifty dollars (\$154,750.00) with an expiration date of September 30, 2025.

3. **Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto (the "Effective Date"), and shall remain in full force and effect through the term of the Contract, as amended, unless terminated at an earlier date pursuant to the provisions of the Contract, or pursuant to applicable federal or state statute, rule, or regulation.
4. **Amendments.**
 - A. The second and third sentence of Section 3 of the original Contract is hereby amended to read as follows:

"The term of the Contract is from October 1, 2024 through September 30, 2026. All services shall be completed during this term."
 - B. The second sentence of section 4(A) of the original Contract is hereby amended to read as follows:

"Total payment under this Contract shall not exceed three hundred nine thousand, five hundred dollars (\$309,500.00)."

5. Amended Responsibilities of the Contractor.

Responsibilities of the Contractor are hereby amended as follows:

- A. Section 5 of the original Contract is hereby amended to add Subsection K, which reads as follows:

“K. For Federal Fiscal Year (FFY) 2026, the Contractor shall provide the same services and serve the same number of participants as outlined in Attachment A, Statement of Work, for FFY 2025. Additionally, Attachment B, FFY 2025 Quarterly Report and Invoice, will serve as the reporting and invoicing template for FFY 2026.”

6. Amended Responsibilities of the Agency.

Responsibilities of the Agency have not changed.

7. Special Provisions.

- A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Contract, and any previous Amendments, between the Agency and the Contractor, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
- B. **Counterparts.** This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the Contractor of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

8. General Provisions.


- A. **Entirety of Contract.** The original Contract, consisting of ten (10) pages; Attachment A, Program Statement of Work, consisting of fifty-nine (59) pages; Attachment B, FFY2025 Quarterly Report and Invoice consisting of eight (8) pages; Attachment C, TANF Participant Application and Eligibility Form, consisting of two (2) pages; and this Amendment One, consisting of three (3) pages; represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

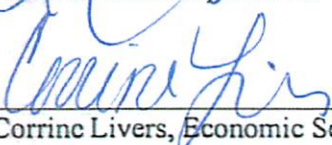
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9. **Signatures.** The parties to this Amendment, through their duly authorized representatives, have executed this Amendment on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment.

This Amendment is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).

AGENCY:
Wyoming Department of Family Services

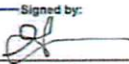

Korin A. Schmidt, Director


Corrine Livers, Economic Security Senior Administrator

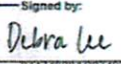
8/22/25
Date

8/21/2025
Date

CONTRACTOR:
Laramie County Commissioners

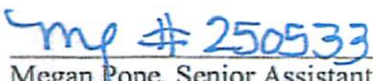
Signed by:

Gunnar Malm, Chairman, County Commissioner

Aug 19, 2025
Date


Signed by:

Debra Lee, County Clerk

Aug 19, 2025
Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM


Megan Pope, Senior Assistant Attorney General

8/11/25
Date

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

8-12-25

Contract #: 250533

Entry Date: 8/5/2025 9:09:17 AM

Department: Wyoming Department of Family Services

WYOMING ATTORNEY
GENERAL'S OFFICE

Agency Contact: Canarecci, Heather (DFS)

AUG 11 2025

Phone: 3077775355

Other Agency Contact: Jessica Asbury

Megan Pope
APPROVED AS TO FORM

Client Comments: Approved template 250279, No SOS
government entity

Contractor/Vendor Name: Laramie County Commissioners

Contract Title: Laramie County Commissioners

Contract Type: Amendment

Contract Amount: 154750.0000

Contract Effective Date:

Contract Expiration Date: 9/30/2026 12:00:00 AM

Status: Attorney Review Complete

RETURN VIA: Download Only (Hard Copy Will Not be
Returned to Agency)

Assigned Attorney: Megan Pope

**CONTRACT BETWEEN
WYOMING DEPARTMENT OF FAMILY SERVICES
LARAMIE COUNTY COMMISSIONERS**

1. **Parties.** The parties to this Contract are Wyoming Department of Family Services (Agency), whose address is: 2300 Capitol Avenue, Third Floor, Hathaway Building, Cheyenne, Wyoming 82002, and Laramie County Commissioners (Contractor), whose address is: 310 West 19th Street, Suite 320, Cheyenne, Wyoming, 82001.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall operate the Temporary Assistance for Needy Families Community Partnership Initiative (TANF CPI), a community plan which will provide a continuum of services to Laramie County families as outlined in the Program Statement of Work, Attachment A, which is attached to and incorporated into this Contract by this reference.
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from October 1, 2024, or Effective Date, whichever is later, through September 30, 2025. All services shall be completed during this term.
4. **Payment.**
 - A. The Agency agrees to pay the Contractor for the services described in Section 5 below and in Attachment A. Total payment under this Contract shall not exceed one hundred fifty-four thousand, seven hundred fifty dollars (\$154,750.00). Payment shall be made quarterly in accordance with the pay schedule in Attachment B, TANF CPI FFY2025 Quarterly Report and Invoice, which is attached to and incorporated into this Contract by this reference. Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Contractor shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract. The federal source of funding is TANF, CFDA #93.558.
 - B. No payment shall be made for work performed before the Effective Date of this Contract. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Contractor performs its duties and responsibilities to the satisfaction of Agency.
 - C. Except as otherwise provided in this Contract, the Contractor shall pay all costs and expenses, including travel, incurred by Contractor or on its behalf in connection with Contractor's performance and compliance with all of Contractor's obligations under this Contract.
5. **Responsibilities of Contractor.** The Contractor agrees to:
 - A. Provide the services described in Attachment A;

- B. Enhance sustainability beyond the funding period;**
 - C. Determine TANF eligibility for families participating in the program. Contractor shall ensure that the TANF Participant Application and Eligibility Form, Attachment C, which is attached to and incorporated into this Contract by this reference, shall be completed, including social security number, for each family being billed under this Contract or, upon Agency approval, an acceptable substitute, when determining eligibility for families participating in the program;**
 - D. Bill the Agency for funding no less than quarterly. The Contractor shall only bill for services provided to TANF eligible families. Contractor shall use the TANF CPI FFY2025 Quarterly Report and Invoice, Attachment B, when submitting quarterly invoices. The quarterly invoice shall be submitted within thirty (30) days following the end of the quarter;**
 - E. Limit the administrative costs at ten percent (10%) of the program costs per invoice submission;**
 - F. Provide quarterly program performance reports to the Agency. Contractor shall validate all outcomes utilizing quantitative and qualitative data. The report in Attachment B shall be used for each quarterly report;**
 - G. Provide reporting that is sufficient to provide an audit trail for state or federal auditors to determine accuracy of direct and indirect costs. Reports shall be submitted within thirty (30) days following the end of each quarter;**
 - H. Not use funds to purchase non-tangible assets or to purchase or lease equipment. Leased equipment includes the rental of equipment for any period of time, computers or computing devices for agency use or for participants;**
 - I. Not use funds to provide cash, checks, cash equivalents or cash redeemable cards to individuals served by the program; and**
 - J. Obtain prior approval from the Agency for all budget changes which deviate from the submitted budget in Attachment A.**
- 6. Responsibilities of Agency. The Agency agrees to:**
- A. Pay Contractor in accordance with Section 4 above;**
 - B. Instruct Contractor on eligibility for TANF funding;**
 - C. Monitor quarterly invoices and performance reports for accuracy and to ensure they meet the requirements of TANF and this Contract; and**
 - D. Provide technical assistance, when needed.**

7. Special Provisions.

- A. Assumption of Risk.** The Contractor shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Contractor's failure to comply with state or federal requirements. The Agency shall notify the Contractor of any state or federal determination of noncompliance.
- B. Environmental Policy Acts.** Contractor agrees all activities under this Contract will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- C. Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Contract may be terminated without penalty if a private entity that receives funds under this Contract:
- (i)** Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii)** Procures a commercial sex act during the period of time that the award is in effect; or
 - (iii)** Uses forced labor in the performance of the award or subawards under the award.
- D. Kickbacks.** Contractor certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If Contractor breaches or violates this warranty, Agency may, at its discretion, terminate this Contract without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- E. Limitations on Lobbying Activities.** By signing this Contract, Contractor certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Contractor or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- F. Monitoring Activities.** Agency shall have the right to monitor all activities related to this Contract that are performed by Contractor or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Contract; and to observe personnel in every phase of performance of Contract related work.

- G. Nondiscrimination.** The Contractor 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 any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract.

Federal law requires the Contractor to include all relevant special provisions of this Contract in every sub-contract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each subcontractor.

- H. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract, shall be paid by either party.
- I. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Contractor and related to the services and work to be performed under this Contract, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.
- J. Suspension and Debarment.** By signing this Contract, Contractor certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Contract suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Contractor agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Contract.
- K. Administration of Federal Funds.** Contractor agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.
- L. Copyright License and Patent Rights.** Contractor acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Contract; and (2) any rights of copyright to which Contractor purchases ownership using funds awarded under this Contract. Contractor must consult with Agency regarding any patent rights that arise from,

or are purchased with, funds awarded under this Contract.

- M. Federal Audit Requirements.** Contractor agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Contractor agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. If findings are made which cover any part of this Contract, Contractor shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records.
- N. Non-Supplanting Certification.** Contractor hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Contractor should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Contract.
- O. Program Income.** Contractor shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Contract must be used to increase the scope of the program or returned to Agency.

8. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Contract Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- D. Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract. The Contractor shall immediately, upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of

the Contractor which are pertinent to this Contract. The Contractor shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.

- E. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Award of Related Contracts.** The Agency may award supplemental or successor contracts for work related to this Contract or may award contracts to other contractors for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Agency in all such cases.
- G. Compliance with Laws.** The Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Contract.
- H. Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract shall be kept confidential by the Contractor unless written permission is granted by the Agency for its release. If and when Contractor receives a request for information subject to this Contract, Contractor shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency. Subject to the Wyoming Public Records Act, Wyo. Stat. §§ 16-4-201 et. seq., the Parties agree that no shared information will be sold, given or loaned to any person or entity not a Party to this Agreement without the express written consent of the owner of the information.
- I. Entirety of Contract.** This Contract, consisting of ten (10) pages; Attachment A, Program Statement of Work, consisting fifty-nine (59) pages; Attachment B, FFY2025 Quarterly Report and Invoice, consisting of eight (8) pages; and Attachment C, TANF Participant Application and Eligibility Form, consisting of two (2) pages, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.
- J. Ethics.** Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, et seq.) and any and all ethical standards governing Contractor's profession.

- K. Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein.
- L. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- M. Indemnification.** Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Contractor agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents or employees as a result of this Contract.
- O. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail or delivery in person at the addresses provided under this Contract.
- P. Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract. Upon termination of services, for any reason, Contractor agrees to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon Agency's verified receipt of such information, Contractor agrees to physically and

electronically destroy any residual Agency-owned data, regardless of format, and any other storage media or areas containing such information. Contractor agrees to provide written notice to Agency confirming the destruction of any such residual Agency-owned data.

- Q. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).
- R. Insurance Requirements.** Contractor is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, et seq., and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, et seq., and shall provide a letter verifying its participation in the WARM or LGLP to the Agency.
- S. Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- T. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Contract and the Contractor expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, et seq., and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- U. Taxes.** The Contractor shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- V. Termination of Contract.** This Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Contract may be terminated by the Agency immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract.
- W. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract

and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.

- X. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- Y. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- Z. Counterparts.** This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the Contractor of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

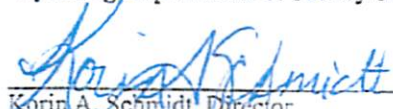
THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

9. Signatures. The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

The Effective Date of this Contract is the date of the signature last affixed to this page.

AGENCY:

Wyoming Department of Family Services


Korin A. Schmidt, Director

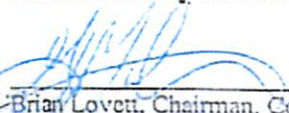
9/23/24
Date


Kristie Gordy, Economic Security Senior Administrator

9/20/24
Date

CONTRACTOR:

Laramie County Commissioners

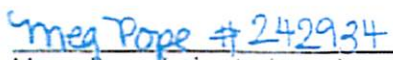

Brian Lovett, Chairman, County Commissioner

9-17-2024
Date


Debra Lee, County Clerk

9-17-2024
Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM


Megan Pope, Senior Assistant Attorney General

8/28/24
Date

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

