

**SECOND AMENDMENT TO U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUND (SLFRF)
NONPROFIT SUBAWARD CONTRACT**

between

LARAMIE COUNTY and CARPENTER SCHOOL & COMMUNITY FOUNDATION.

1. **Parties:** This Amendment is made and entered into by and between Laramie County, Wyoming (COUNTY) and Carpenter School & Community Foundation (SUBGRANTEE). The parties agree as follows:
2. **Purpose of Amendment:** This Amendment shall constitute the second amendment to the U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund Nonprofit Subaward Contract between Laramie County and Carpenter School & Community Foundation, which was duly executed on October 04, 2022. The original Subaward provided SLFRF grant funds from the COUNTY to the SUBGRANTEE in order to assist with mitigating the impacts of COVID on nonprofits within Laramie County in the amount of \$35,008.00.

The purpose of the first Amendment was to modify the Subaward contract number 221004-22 to extend the term from May 31, 2023 to December 31, 2023.

The purpose of this Amendment is to modify the Subaward contract number 221004-22 to extend the term from December 31, 2023 to June 30, 2024.
3. **Term of the Amendment.** This Amendment shall commence upon the date of the last required signature is affixed hereto, and shall remain in full force and effect through the term of the subaward contract, unless terminated pursuant to the provisions of the subaward, or pursuant to federal or state statute, rule or regulation.
4. **Payment.** No additional payment shall be made by parties to the others as a result of this Amendment.
5. **Additional Responsibilities of COUNTY.** The COUNTY shall not take on any additional duties as a result of this Amendment.
6. **Additional Responsibilities of COMPANY.** The SUBGRANTEE shall not take on any additional duties as a result of this Amendment.
7. **Special Provisions**
 - A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the Subaward Contract between the COUNTY and SUBGRANTEE including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

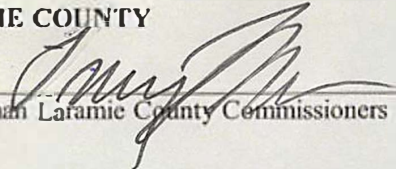
8. General Provisions

- A. Entirety of Grant Amendment.** This second Amendment, consisting of 4 pages, First Amendment consisting of 4 pages, original subaward consisting of 21 pages, and Addendum #1 consisting of 4 pages represent the entire and integrated Subaward Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

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Signature Page

LARAMIE COUNTY

By:  Date 12-28-23
Chairman Laramie County Commissioners

ATTEST:

By:  Date 12-29-2023
Debra Lee, Laramie County Clerk

SUBGRANTEE: CARPENTER SCHOOL & COMMUNITY FOUNDATION

By:  Date 12/28/23

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  Date 12-29-23
Laramie County Attorney's Office

Sandra Bay

From: Kendal Sedman <kwsedman@hotmail.com>
Sent: Thursday, December 28, 2023 2:37 PM
To: Sandra Bay
Subject: Carpenter school and community signature
Attachments: Image.jpeg

Here is our signature page! Thanks for your help. Also no problem on the last check!

Get [Outlook for iOS](#)

From: Sandra Bay <Sandra.Bay@laramiecountywy.gov>
Sent: Wednesday, December 6, 2023 3:52:24 PM
To: Kendal Sedman <kwsedman@hotmail.com>
Subject: RE: W9 needed


Kendal,

Thank you for sending this over, I will get to work 😊

~Sandra

From: Kendal Sedman <kwsedman@hotmail.com>
Sent: Wednesday, December 6, 2023 3:49 PM
To: Sandra Bay <Sandra.Bay@laramiecountywy.gov>
Subject: Re: W9 needed

Great, thank you so much!

 Carpenter School and Community Inc is planning on moving our ARPA funds around within the line items. We are not sure on our amounts yet and would like to request another extension. Please? The extension would allow us to utilize the funds for the students, without the extension we would relinquish some of the funds. Thank you for the opportunity to have an extension. Hope it passes!

Thank you,
Kendal Sedman
CSC Rec Director

From: Sandra Bay <Sandra.Bay@laramiecountywy.gov>
Sent: Wednesday, December 6, 2023 3:38 PM
To: Kendal Sedman <kwsedman@hotmail.com>
Subject: RE: W9 needed

Hi Kendal,

Thank you, I will get your invoice processed.

CARPENTER SCHOOL & COMMUNITY, INC.

Unique Entity ID YAHFXLMZK2R7	CAGE / NCAGE (blank)	Purpose of Registration Federal Assistance Awards Only
Registration Status Active Registration	Expiration Date Jul 14, 2024	
Physical Address 4816 Monroe Avenue Carpenter, Wyoming 82001 United States	Mailing Address 4816 Monroe AVE PO Box L Carpenter, Wyoming 82054 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Wyoming 00	State / Country of Incorporation Wyoming / United States	URL (blank)

Registration Dates

Activation Date Jul 18, 2023	Submission Date Jul 15, 2023	Initial Registration Date Aug 31, 2022
----------------------------------------	----------------------------------------	--------------------------------------------------

Entity Dates

Entity Start Date Dec 11, 2019	Fiscal Year End Close Date Dec 31
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Immediate Owner

CAGE (blank)	Legal Business Name (blank)
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Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure Non-Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
No	No

EFT Indicator	CAGE Code
0000	(blank)

Points of Contact

Electronic Business

✎	4816 Monroe AVE
Kendal Sedman	PO Box L
	Carpenter, Wyoming 82054
	United States

Government Business

✎	4816 Monroe AVE
Kendal Sedman	PO Box L
	Carpenter, Wyoming 82054
	United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
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Disaster Response

This entity does not appear in the disaster response registry.

**AMENDMENT TO U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS STATE
AND LOCAL FISCAL RECOVERY FUND (SLFRF) NONPROFIT SUBAWARD
CONTRACT**

between

LARAMIE COUNTY and CARPENTER SCHOOL & COMMUNITY FOUNDATION.

1. **Parties:** This Amendment is made and entered into by and between Laramie County, Wyoming (COUNTY) and Carpenter School & Community Foundation (SUBGRANTEE). The parties agree as follows:
2. **Purpose of Amendment:** This Amendment shall constitute the first amendment to the U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund Nonprofit Subaward Contract between Laramie County and Carpenter School & Community Foundation, which was duly executed on October 04, 2022. The original Subaward provided SLFRF grant funds from the COUNTY to the SUBGRANTEE in order to assist with mitigating the impacts of COVID on nonprofits within Laramie County in the amount of \$35,008.00.

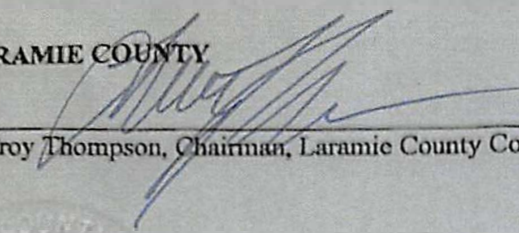
The purpose of this Amendment is to modify the Subaward contract number 221004-22 to extend the term from May 31, 2023 to December 31, 2023.
3. **Term of the Amendment.** This Amendment shall commence upon the date of the last required signature is affixed hereto, and shall remain in full force and effect through the term of the subaward contract, unless terminated pursuant to the provisions of the subaward, or pursuant to federal or state statute, rule or regulation.
4. **Payment.** No additional payment shall be made by parties to the others as a result of this Amendment.
5. **Additional Responsibilities of COUNTY.** The COUNTY shall not take on any additional duties as a result of this Amendment.
6. **Additional Responsibilities of COMPANY.** The SUBGRANTEE shall not take on any additional duties as a result of this Amendment.
7. **Special Provisions**
 - A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the Subaward Contract between the COUNTY and SUBGRANTEE including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
8. **General Provisions**

A. Entirety of Grant Amendment. This Amendment, consisting of 4 pages, original subaward consisting of 21 pages, and Addendum #1 consisting of 4 pages represent the entire and integrated Subaward Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

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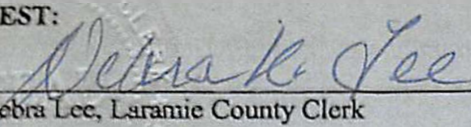
Signature Page

LARAMIE COUNTY

By: 
Troy Thompson, Chairman, Laramie County Commissioners

Date May 16, 2023

ATTEST:

By: 
Debra Lee, Laramie County Clerk

Date May 16, 2023

SUBGRANTEE: CARPENTER SCHOOL & COMMUNITY FOUNDATION

By: 

Date 5-8-23

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By: 
Laramie County Attorney's Office

Date 5.11.23

May 4, 2023

**4816 Monroe Ave
Carpenter, WY 82054**

Dear ARPA-Mrs. Sandra Bay,

Thank you for supporting the Carpenter School and Community with the ARPA Grant. We were unable to use all the funds allocated to us before 5/31/23 and are requesting an extension to 12/31/23 of the remaining funds.

Thank you again for your consideration.

Sincerely,

Carpenter School and Community

221206-11A

**ADDENDUM TO U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS STATE
AND LOCAL FISCAL RECOVERY FUND (SLFRF) NONPROFIT SUBAWARD
CONTRACT**

between

LARAMIE COUNTY and CARPENTER SCHOOL & COMMUNITY FOUNDATION.

1. **Parties:** This Addendum is made and entered into by and between Laramie County, Wyoming (COUNTY) and Carpenter School & Community Foundation (SUBGRANTEE). The parties agree as follows:
2. **Purpose of Addendum:** This Addendum shall constitute the first addendum to the U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund Nonprofit Subaward Contract between Laramie County and Carpenter School & Community Foundation, which was duly executed on October 04, 2022. The original Subaward provided SLFRF grant funds from the COUNTY to the SUBGRANTEE in order to assist with mitigating the impacts of COVID on nonprofits within Laramie County in the amount of \$35,008.00.

The purpose of this Addendum is to modify the Subaward contract number 221004-22 to reflect all federal requirements listed in 2 CFR § 200.332 for pass through entities receiving federal funds.
3. **Term of the Addendum.** This Addendum shall commence upon the date of the last required signature is affixed hereto, and shall remain in full force and effect through the term of the subaward contract, unless terminated pursuant to the provisions of the subaward, or pursuant to federal or state statute, rule or regulation.
4. **Payment.** No additional payment shall be made by parties to the others as a result of this Addendum.
5. **Additional Responsibilities of COUNTY.** The COUNTY shall not take on any additional duties as a result of this Addendum.
6. **Additional Responsibilities of COMPANY.** The SUBGRANTEE shall comply with the above stated information and the details found in Attachment A.
7. **Special Provisions**
 - A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Addendum, all terms and conditions of the Subaward Contract between the COUNTY and SUBGRANTEE including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
8. **General Provisions**

COPY OF RECORD

- A. Entirety of Grant Addendum.** This Addendum, consisting of 3 pages, Attachment A, 1 page, represent the entire and integrated Subaward Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

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LARAMIE COUNTY

By: [Signature]
Troy Thompson, Chairman, Laramie County Commissioners

Date Dec 6, 2022

ATTEST:

By: [Signature]
Debra Lee, Laramie County Clerk

Date Dec 6, 2022

SUBGRANTEE: CARPENTER SCHOOL & COMMUNITY FOUNDATION

By: [Signature]

Date 11/1/22

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By: [Signature]
Laramie County Attorney's Office

Date 11.14.22

Attachment A

Sub-Recipient Pass-Through Information

Sub-recipient: Carpenter School & Community Foundation

UEI #: YAHFXLMZK2R7

Sam Registration Active: Yes

Project ID: 221004-22

Sub-recipient Program Area: 2 Negative Economic Impact, 2.34 Impacted Nonprofits

Federal Award Amount to Nonprofit: \$35,008.00

Local Match Amount: \$0.00

Period of Performance: March 3, 2021-May 31, 2023

Period and Start Date: October 4, 2022-May 31, 2023

Federal Award Identification Number (FAIN): Not Available

Assistance Listing Number (ALN): 21.027

Assistance Listing Number Title: American Recovery Program Act

Federal Project Description: The Coronavirus State and Local Fiscal Recovery Funds provide a substantial infusion of resources to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery.

Name of Federal Awarding Agency: U.S. Department of Treasury

Name of Pass through Entity: Laramie County, Wyoming

Contact Information for Pass through Entity:

Sandra Newland, Laramie County Grants Manager
310 W. 19th Street, Suite 320
Cheyenne, WY 82001
307-633-4201 and Sandra.newland@laramiecountywy.gov

Is this award for Research and Development? No

Pass-through Indirect Cost Rate: 0%

Sub-recipient Indirect Cost Rate: 0%

Amount of Federal Funds Obligated by Action: \$2,431,116.74

Total Federal Award: \$19,326,709.00

Federal Award Date: May 10, 2021

**U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS STATE AND LOCAL
FISCAL RECOVERY FUND (ARPA) NONPROFIT SUBAWARD CONTRACT
BETWEEN LARAMIE COUNTY AND CARPENTER SCHOOL & COMMUNITY INC.**

This U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUND SUBGRANTEE AGREEMENT ("Grant Agreement") (CFDA #21.027) is made between Laramie County, State of Wyoming ("COUNTY"), whose address is 310 West 19th Street, Cheyenne, Wyoming 82001, and the Carpenter School & Community Inc., (SUBGRANTEE), whose address is 4816 Monroe Ave., Carpenter, Wyoming 82054. In consideration of the promises and covenants set forth below, the parties agree as follows:

WHEREAS, the COUNTY opened up ARPA funds to community nonprofits in a competitive application process.

WHEREAS, it is the mission of the SUBGRANTEE to champion the development of the whole child at Carpenter Elementary by bridging with the Carpenter community.

WHEREAS, the COUNTY wishes to provide monies to the SUBGRANTEE for necessary support in relation to the negative impacts of COVID on youth.

NOW, THEREFORE, the Parties agree as follows:

- 1) Purpose of Grant Agreement. The COUNTY shall provide U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery 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 American Rescue Plan program rules and regulations is a condition to SUBGRANTEE'S receipt of monies hereunder.
 - (1) The Project responds to a disproportionately impacted population caused by the COVID-19 public health emergency.
 - (2) The Project will result in providing necessary assistance to Laramie County youth by offering support and resources to the Carpenter School and Community Inc.
 - (3) Utilizes SLFRF-ARP funding for costs that:
 - (a) Are allowable, reasonable, and allocable under 2 CFR Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
 - (b) Do not duplicate financial assistance received from other federal sources;
 - (c) Do not exceed the total need for financial assistance;
 - (d) Were not incurred prior to March 3, 2021 or after May 31, 2023;
 - (e) Evidence commitment of all funding necessary to fund the Project
 - (4) Are documented properly and provided as requested by the COUNTY for quarterly reporting as required by the U.S. Department of Treasury for SLFRF-ARPA funding.

- 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 March 3, 2021 through May 31, 2023 ("Term"); The Project shall be completed during the Term.
- 3) Payment. COUNTY agrees to grant monies to SUBGRANTEE as requested with submitted invoices to the grants manager. The total payment to SUBGRANTEE under this Grant Agreement shall not exceed \$35,008.00 ("Grant Award"). Payment will be made following SUBGRANTEE'S delivery to COUNTY of invoices detailing services performed in connection with the Project.
- 4) Responsibilities of SUBGRANTEE 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. SUBGRANTEE also agrees to comply with the Contract Provisions for Non-Federal Entity Contracts under Federal Awards found in 2 C.F.R. § Appendix II to Part 200.
 - 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 pre award and will conduct site visits as necessary for sub-recipient monitoring.
- e) Reporting. Within 15 calendar days at the conclusion of each calendar quarter during the Term of this Grant Agreement, SUBGRANTEE shall furnish COUNTY with a report (Attachment B).
- f) 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 American Rescue Plan program rules and regulations for three years following COUNTY's date of notice to SUBGRANTEE of administrative closeout of the Grant.
- g) 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.
- 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 debarred 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 SLFRF American Rescue Plan 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 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 of 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.	possible time if this Grant Agreement will or may be affected by a shortage of 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.
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- b) **No Finder's Fee.** 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 change 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 Enterprises.** 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 ten percent (10%) 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 ARPA program rules and regulations, then COUNTY and/or U.S. Department of Treasury 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 the federal government 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 ARPA 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 (9 pages) and Attachment A, Application, (7 pages), Attachment B, Reporting (1 page) 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 ARPA 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) **Force Majeure**: The performance of this Grant Agreement by the parties shall be subject to force majeure including, but not limited to, acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, government regulations or advisory, recognized health threats as determined by the World Health Organizations, the Centers for Disease Control, or local government authority or health agencies (including, but not limited to, the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or other similar occurrence beyond the control of the parties, where any of those factors, circumstances, situations, or conditions or similar ones present, dissuade, or unreasonably delay the performance required by this Grant Agreement. This Grant Agreement may be canceled by any party, without liability, damages, fees, or penalty and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party.
- s) **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.
- t) **Time is of the Essence**: Time is of the essence in the performance by SUBGRANTEE of all provisions of the Grant Agreement.
- u) **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.
- v) **Titles Not Controlling**: Titles of sections are for reference only, and shall not be used to construe the language in this Grant Agreement.
- 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 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.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

- 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: 
Troy Thompson, Chairman
Laramie County Commissioners

Oct 4, 2022
Date:

By: 
Debra Lee, Laramie County Clerk

Oct 4, 2022
Date:

CARPENTER SCHOOL & COMMUNITY INC.

By: 
Kendal Sedman

Sept 14th, 2022
Date:

REVIEWED AND APPROVED AS TO FORM ONLY

By: 
Laramie County Attorney's Office

9.19.2022
Date

Laramie County ARPA Subrecipient Risk Assessment

Subrecipient Name	Carpenter School and Community Inc.
DUNS Number and/or Unique Entity ID	YAHFXLMZK2R7
Grant Program Name	ARPA CFDA# 21.027
Grant Amount	\$35,008.00
Grant Period	3/3/2021-5/31/2023
Date of Risk Assessment	9/6/2022

Section One-Monitoring

Risk Factors	Yes	No
Have any other entities alerted us to potential risk areas?		x
Is the applicant debarred, suspended, or show delinquent federal debt in sam.gov?		x
Is the Subaward more than \$25,000?	x	
Total "Yes" responses	1	

Section Two-Reimbursements/Budgeting

Risk Factors	Yes	No
Has the entity been timely in responding to program/fiscal questions?	x	
Does the applicants accounting system segregate expenditures by funding source?	x	
Has the applicant managed federal funds in the past 24 months?		x
Does the entity have the ability to report on program operations in a timely manner?	x	
Does the entity have a operations budget?	x	
Does the entity have a financial management system in place to track and record the program expenditures and generate invoices?	x	
Total "No" responses		1

Section Three-Operations

Risk Factors	Yes	No
Has the program had problems with staff retention?		x
Does the entity have any loss contingencies required to be disclosed on audited financial statements?		x
Does the entity lack effective procedures & controls for handling federal funds under 2 CFR Part 200?	x	
Total "Yes" responses	1	

*Use "x" as your tally mark.

Total of all Sections	3
0 to 4	Low Risk
5 to 8	Medium Risk
9 to 12	High Risk

**Laramie County, Wyoming Application for Nonprofit Organizations Affected by
the COVID-19 Pandemic-Applications are due 4/29/22.**

1. Name of Nonprofit Organization Carpenter School and Community Inc
2. Owner/Authorized Representative's Name A Non-Profit consisting of
Board Members
3. If applicable, Federal Tax Identification Number 84-4821549
4. Physical Address of your nonprofit organization 4816 Monroe Ave.,
Carpenter, WY 82054
5. Primary Contact Person Kendal Sedman
6. Email address kwsedman@hotmail.com
7. Telephone number 307-631-1385
8. Provide mission statement/purpose of your organization. "To champion
the development of the whole child at Carpenter Elementary by bridging
with the Carpenter Community"
9. Please describe how the COVID-19 pandemic has caused a negative impact
to your nonprofit organization and/or the population you serve. We were
unable to host our major annual fundraiser, Taco Bingo, for years 2020 and
2021 due to COVID resulting in a projected loss of around \$16000 for year
2020 and \$2500 for 2021. (Differences due to one year we are in charge of
food and the other we are in charge of bingo) Other fundraising lacked
success in 2020 fundraising was down 54% and 2021 it was down 38%.
10. Program/Project Please see spreadsheet! -CSC Grant Application Ideas

a. Briefly describe the program/project you are requesting funds for:

b. Describe the need for your program/project.

c. Identify any other organizations in Laramie County that address this need.

d. Is this a new, existing or changed program?

e. Specifically, what will you use ARPA funds for?

f. Who will benefit and how (population served)?

g. How will you prevent the duplication of benefits to end users?

h. How many individuals/families will be served by this program/project?

i. How will these funds help you respond to, or recover from COVID-19?

11. Project Outcomes

a. If this is a continuing activity, describe measureable outcomes of your previous years' work regardless of funding source.

- b. Describe anticipated measureable outcomes for your proposed project/program.
-

12. Agency's Auditing and Fiscal Controls

- a. Briefly describe your agency's financial oversight/internal controls to minimize opportunities for fraud, waste and mismanagement. We host monthly meetings, and voting between meetings must include 2 officers including the treasurer. Two board members are on the bank account. All board members have access to treasurer reports, and are voted on monthly during the school year. Books and accounts are open to inspection to any director at reasonable times. We have up-to-date bylaws to follow.
- b. How does your agency plan to segregate ARPA funds from other agency funds for purposes of identification, tracking, reporting and audit? We plan on accurate record keeping by keeping receipts, scanned to the CSC drive and turned in timely by a board member. We will add a grant section to our budget.

13. If applicable, please list the grand total revenue collected by your nonprofit organization in calendar year 2019 (documentation is required to support this figure). \$39,261.09 see 2018-2019 Budget/Actual

14. If applicable, please list the grand total of revenue collected by your nonprofit organization in calendar year 2020 (documentation is required to support this figure). \$7,380.30 see 2019-2020 Budget/Actual

15. If applicable, please list the grand total of revenue collected by your nonprofit organization in calendar year 2021 (documentation is required to support this figure). \$6,423.00 see 2020-2021 Budget/Actual

16. How much are you requesting in Laramie County ARPA funds? Please provide a detailed budget breakdown for requested items.

\$36,368.00

17. Is your organization facing any pending litigation or legal action? If yes, please explain.

No

18. Is your organization registered in Sam.gov to be eligible to receive federal funds? Active Status will be required to be awarded ARPA funds.

Application Certification

By checking this box, you are certifying that the information provided herein is true and correct to the best of your knowledge.

Print Name Yendel Sedman Title CSC Rec Director

Signature [Handwritten Signature] Date 4/28/22

[illegible]

)

Carpenter School & Community Approved Budget

<u>Category</u>	<u>Amount</u>
Services & School Events	\$ 2,250.00
Field Trips	\$ 6,000.00
Recreation Equip	\$ 2,500.00
Portable Volleyball	\$ 1,200.00
Snack Program	\$ 8,600.00
STEM Kits	\$ 5,680.00
Sphero Curriculum	\$ 499.00
First Aid Kits	\$ 230.00
Audiometry	\$ 4,549.00
Rachel's Challenge	\$ 3,500.00
	\$ 35,008.00

U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund

Laramie County ARPA Nonprofit Subgrantee Quarterly Report

CFDA #21.027

- 1. Describe the progress of the ARPA funded activities. Include in the narrative any issues or problems affecting the progress of the project.**
- 2. Please describe the impact the project is having on your agency in terms of clients served, deliverables, and community partnerships**
- 3. What were your expenditures under the ARPA funds for the quarter and in what line item did they take place?**
- 4. What activities do you anticipate for the next quarter with ARPA funds?**
- 5. Any additional comments?**

Sandra Newland

From: Carpenter School and Community <carpentercsc@live.com>
Sent: Monday, September 5, 2022 12:26 PM
To: andree.bergeron@laramie2.org; Sandra Newland
Subject: Fw: Registration Activated for CARPENTER SCHOOL & COMMUNITY, INC. / YAHFXLMZK2R7 / in the U.S. Government's System for Award Management (SAM).

Attention: This email message is from an **external(non-County)** email address. Please exercise caution and/or verify authenticity before opening the email/attachments/links from an email you aren't expecting.

Hello Annie,
Can you please print this email and put it in the CSC mail box at school for me please!

Hello Sandra!
We got registration complete. Please let us know what we need to do now. My number is 307-631-1385.

Thank you for your help!
Kendal Sedman
Carpenter School and Community Inc

*No
exclusions*

From: donotreply@sam.gov <donotreply@sam.gov>
Sent: Friday, September 2, 2022 7:47 AM
To: carpentercsc@live.com <carpentercsc@live.com>
Cc: carpentercsc@live.com <carpentercsc@live.com>
Subject: Registration Activated for CARPENTER SCHOOL & COMMUNITY, INC. / YAHFXLMZK2R7 / in the U.S. Government's System for Award Management (SAM).

This email was sent by an automated administrator. Please do not reply to this message.

Dear Kendal Sedman,

The registration for **CARPENTER SCHOOL & COMMUNITY, INC. / YAHFXLMZK2R7 /** is now active in the U.S. federal government's System for Award Management (SAM). If you did not provide a Commercial and Government Entity (CAGE) Code during the registration process, one has been assigned to you by the Defense Logistics Agency (DLA) CAGE Program.

To remain eligible to do business with the federal government, you must renew your entity's registration in SAM every year. The annual renewal date for the registration is 2023-08-31 12:16:11.625.

You may invite additional users to manage or review your entity registration by following these steps:

1. Go to <https://www.sam.gov> and log in.
2. On the Workspace page, scroll down to the User Directory.
3. Enter the email address of the user you want to invite and select Enter or select the email address from the list.
4. On the next page, select the Assign Role button in the top right corner of the page.
5. On the Assign Role page, follow the instructions provided and then select Send Invitation at the bottom of the page.
6. The user will be notified.

All invitees will receive an email message from SAM with instructions on how to complete the process.

Remember, this process is entirely FREE to you. It is FREE to register and maintain your registration in SAM. It is FREE to get help with your registration. Contact our supporting Federal Service Desk at www.fsd.gov, or by telephone at 866-606-8220 (toll free) or 334-206-7828 (internationally).

In addition, if you are located in the U.S. and its outlying areas, you can get FREE support from your local Procurement Technical Assistance Center (PTAC), an official resource for government contracting assistance. Go to <http://www.ptac-us.org/> to find your closest PTAC.

Thank you,
The System for Award Management (SAM) Administrator
<https://www.sam.gov>

**SECOND AMENDMENT TO U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUND (SLFRF)
NONPROFIT SUBAWARD CONTRACT**

between

**LARAMIE COUNTY and THE WYOMING FAMILY HOME OWNERSHIP PROGRAM
DBA MY FRONT DOOR.**

1. **Parties:** This Amendment is made and entered into by and between Laramie County, Wyoming (COUNTY) and The Wyoming Family Home Ownership Program dba My Front Door (SUBGRANTEE). The parties agree as follows:
2. **Purpose of Amendment:** This Amendment shall constitute the second amendment to the U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund Nonprofit Subaward Contract between Laramie County and The Wyoming Family Home Ownership Program dba My Front Door, which was duly executed on July 5, 2022. The original Subaward provided SLFRF grant funds from the COUNTY to the SUBGRANTEE in order to assist with mitigating the impacts of COVID on nonprofits within Laramie County in the amount of \$91,069.00.

The purpose of the first Amendment was to modify the Subaward contract number 220705-18J to extend the term from May 31, 2023 to December 31, 2023.

The purpose of this Amendment is to modify the Subaward contract number 220705-18J to extend the term from December 31, 2023 to June 30, 2024.

3. **Term of the Amendment.** This Amendment shall commence upon the date of the last required signature is affixed hereto, and shall remain in full force and effect through the term of the subaward contract, unless terminated pursuant to the provisions of the subaward, or pursuant to federal or state statute, rule or regulation.
4. **Payment.** No additional payment shall be made by parties to the others as a result of this Amendment.
5. **Additional Responsibilities of COUNTY.** The COUNTY shall not take on any additional duties as a result of this Amendment.
6. **Additional Responsibilities of COMPANY.** The SUBGRANTEE shall not take on any additional duties as a result of this Amendment.
7. **Special Provisions**
 - A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the Subaward Contract between the COUNTY and SUBGRANTEE including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

8. General Provisions

- A. Entirety of Grant Amendment.** This Amendment, consisting of 4 pages, First Amendment consisting of 4 pages, original subaward consisting of 28 pages, and Addendum #1 consisting of 4 pages, represent the entire and integrated Subaward Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

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Signature Page

LARAMIE COUNTY

By: _____

Chairman Laramie County Commissioners

Date

12.29.23

ATTEST:

By: _____

Debra Lee, Laramie County Clerk

Date

12.29.2023

SUBGRANTEE: WYOMING FAMILY HOME OWNERSHIP PROGRAM DBA MY
FRONT DOOR

By: _____

Date

December 28, 2023

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

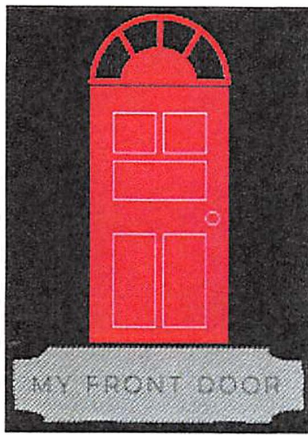
REVIEWED AND APPROVED AS TO FORM ONLY:

By: _____

Laramie County Attorney's Office

Date

12.29.23



Sandra Bay, Laramie County Grants Manager
Laramie County
310 W. 19th Street, Suite 320
Cheyenne, WY 82001

December 1, 2023

Good Afternoon Sandra,

My Front Door would like an extension through December 31, 2024, for the APRA Funds outstanding.

Kind Regards,

Brenda Birkle, Executive Director

WYOMING FAMILY HOME OWNERSHIP PROGRAM

Unique Entity ID JBCZMP1YMDB4	CAGE / NCAGE 85XM8	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Mar 15, 2024	
Physical Address 3260 E Nationway Cheyenne, Wyoming 82001-6232 United States	Mailing Address P.O. Box 21682 Cheyenne, Wyoming 82003 United States	

Business Information

Doing Business as My Front Door	Division Name My Front Door	Division Number My Front D
Congressional District Wyoming 00	State / Country of Incorporation Wyoming / United States	URL www.myfrontdoor.org

Registration Dates

Activation Date Mar 20, 2023	Submission Date Mar 16, 2023	Initial Registration Date Aug 27, 2018
----------------------------------------	----------------------------------------	--------------------------------------------------

Entity Dates

Entity Start Date Apr 12, 2007	Fiscal Year End Close Date Dec 31
------------------------------------------	---------------------------------------------

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure Non-Profit Organization		

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Community Development Corporation

Accepts Credit Card Payments	Debt Subject To Offset
Yes	No

EFT Indicator	CAGE Code
0000	85XM8

Brenda Birkle, Executive Director 3260 E. Nationway
Cheyenne, Wyoming 82001
United States

Brenda Birkle, Executive Director 3260 E. Nationway
Cheyenne, Wyoming 82001
United States

Primary	NAICS Codes	NAICS Title
Yes	624229	Other Community Housing Services

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States	Counties	Metropolitan Statistical Areas
Wyoming	WY: Laramie, Goshen, Albany	WY: Cheyenne

**AMENDMENT TO U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS STATE
AND LOCAL FISCAL RECOVERY FUND (SLFRF) NONPROFIT SUBAWARD
CONTRACT**

between

**LARAMIE COUNTY and THE WYOMING FAMILY HOME OWNERSHIP PROGRAM
DBA MY FRONT DOOR.**

1. **Parties:** This Amendment is made and entered into by and between Laramie County, Wyoming (COUNTY) and The Wyoming Family Home Ownership Program dba My Front Door (SUBGRANTEE). The parties agree as follows:
2. **Purpose of Amendment:** This Amendment shall constitute the first amendment to the U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund Nonprofit Subaward Contract between Laramie County and The Wyoming Family Home Ownership Program dba My Front Door, which was duly executed on July 5, 2022. The original Subaward provided SLFRF grant funds from the COUNTY to the SUBGRANTEE in order to assist with mitigating the impacts of COVID on nonprofits within Laramie County in the amount of \$91,069.00.


The purpose of this Amendment is to modify the Subaward contract number 220705-18J to extend the term from May 31, 2023 to December 31, 2023.
3. **Term of the Amendment.** This Amendment shall commence upon the date of the last required signature is affixed hereto, and shall remain in full force and effect through the term of the subaward contract, unless terminated pursuant to the provisions of the subaward, or pursuant to federal or state statute, rule or regulation.
4. **Payment.** No additional payment shall be made by parties to the others as a result of this Amendment.
5. **Additional Responsibilities of COUNTY.** The COUNTY shall not take on any additional duties as a result of this Amendment.
6. **Additional Responsibilities of COMPANY.** The SUBGRANTEE shall not take on any additional duties as a result of this Amendment.
7. **Special Provisions**
 - A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the Subaward Contract between the COUNTY and SUBGRANTEE including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
8. **General Provisions**

- A. Entirety of Grant Amendment.** This Amendment, consisting of 4 pages, original subaward consisting of 28 pages, and Addendum #1 consisting of 4 pages, represent the entire and integrated Subaward Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

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Signature Page

LARAMIE COUNTY

By: 
Troy Thompson, Chairman, Laramie County Commissioners

Date May 16, 2023

ATTEST:

By: 
Debra Lee, Laramie County Clerk

Date May 16, 2023

SUBGRANTEE: WYOMING FAMILY HOME OWNERSHIP PROGRAM DBA MY FRONT DOOR

By: 

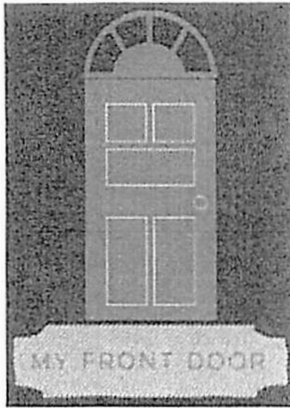
Date May 2, 2023

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By: 
Laramie County Attorney's Office

Date 5.8.23



Sandra Bay, Laramie County Grants Manager
Laramie County
310 W. 19th Street, Suite 320
Cheyenne, WY 82001

April 5, 2023

Good Afternoon Sandra,

My Front Door would like an extension through December 31, 2023, for the APRA Funds outstanding.

Kind Regards,

Brenda Birkle, Executive Director

221206-116

**ADDENDUM TO U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS STATE
AND LOCAL FISCAL RECOVERY FUND (SLFRF) NONPROFIT SUBAWARD
CONTRACT**

between

**LARAMIE COUNTY and THE WYOMING FAMILY HOME OWNERSHIP PROGRAM
DBA MY FRONT DOOR.**

1. **Parties:** This Addendum is made and entered into by and between Laramie County, Wyoming (COUNTY) and The Wyoming Family Home Ownership Program dba My Front Door (SUBGRANTEE). The parties agree as follows:
2. **Purpose of Addendum:** This Addendum shall constitute the first addendum to the U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund Nonprofit Subaward Contract between Laramie County and The Wyoming Family Home Ownership Program dba My Front Door, which was duly executed on July 5, 2022. The original Subaward provided SLFRF grant funds from the COUNTY to the SUBGRANTEE in order to assist with mitigating the impacts of COVID on nonprofits within Laramie County in the amount of \$91,069.00.

The purpose of this Addendum is to modify the Subaward contract number 220705-18J to reflect all federal requirements listed in 2 CFR § 200.332 for pass through entities receiving federal funds.

3. **Term of the Addendum.** This Addendum shall commence upon the date of the last required signature is affixed hereto, and shall remain in full force and effect through the term of the subaward contract, unless terminated pursuant to the provisions of the subaward, or pursuant to federal or state statute, rule or regulation.
4. **Payment.** No additional payment shall be made by parties to the others as a result of this Addendum.
5. **Additional Responsibilities of COUNTY.** The COUNTY shall not take on any additional duties as a result of this Addendum.
6. **Additional Responsibilities of COMPANY.** The SUBGRANTEE shall comply with the above stated information and the details found in Attachment A.
7. **Special Provisions**
 - A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Addendum, all terms and conditions of the Subaward Contract between the COUNTY and SUBGRANTEE including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
8. **General Provisions**

COPY OF RECORD

- A. Entirety of Grant Addendum.** This Addendum, consisting of 3 pages, Attachment A, 1 page, represent the entire and integrated Subaward Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

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Signature Page

LARAMIE COUNTY

By: 

Troy Thompson, Chairman, Laramie County Commissioners

Date Dec 6, 2022

ATTEST:

By: 

Debra Lcc, Laramie County Clerk

Date Dec 6, 2022

SUBGRANTEE: WYOMING FAMILY HOME OWNERSHIP PROGRAM DBA MY
FRONT DOOR

B: 

Date 11.22.2022

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By: 

Laramie County Attorney's Office

Date 11.28.22

Attachment A

Sub-Recipient Pass-Through Information

Sub-recipient: Wyoming Family Home Ownership Program dba My Front Door

UEI #: JBCZMP1YMDB4

Sam Registration Active: Yes

Project ID: 220705-18J

Sub-recipient Program Area: 2 Negative Economic Impact, 2.34 Impacted Nonprofits

Federal Award Amount to Nonprofit: \$91,069.00

Local Match Amount: \$0.00

Period of Performance: March 3, 2021-May 31, 2023

Period and Start Date: July 5, 2022-May 31, 2023

Federal Award Identification Number (FAIN): Not Available

Assistance Listing Number (ALN): 21.027

Assistance Listing Number Title: American Recovery Program Act

Federal Project Description: The Coronavirus State and Local Fiscal Recovery Funds provide a substantial infusion of resources to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery.

Name of Federal Awarding Agency: U.S. Department of Treasury

Name of Pass through Entity: Laramie County, Wyoming

Contact Information for Pass through Entity:

Sandra Newland, Laramie County Grants Manager
310 W. 19th Street, Suite 320
Cheyenne, WY 82001
307-633-4201 and Sandra.newland@laramiecountywy.gov

Is this award for Research and Development? No

Pass-through Indirect Cost Rate: 0%

Sub-recipient Indirect Cost Rate: 0%

Amount of Federal Funds Obligated by Action: \$2,431,116.74

Total Federal Award: \$19,326,709.00

**U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS STATE AND LOCAL
FISCAL RECOVERY FUND (ARPA) NONPROFIT SUBAWARD CONTRACT
BETWEEN LARAMIE COUNTY AND THE WYOMING FAMILY HOME
OWNERSHIP PROGRAM DBA MY FRONT DOOR.**

This U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUND SUBGRANTEE AGREEMENT ("Grant Agreement") (CFDA #21.027) is made between Laramie County, State of Wyoming ("COUNTY"), whose address is 310 West 19th Street, Cheyenne, Wyoming 82001, and The Wyoming Family Home Ownership Program dba My Front Door, (SUBGRANTEE), whose address is 100 W. 4th Street, Cheyenne, Wyoming 82007. In consideration of the promises and covenants set forth below, the parties agree as follows:

WHEREAS, the COUNTY opened up ARPA funds to community nonprofits in a competitive application process; and

WHEREAS, it is the mission of the SUBGRANTEE to provide real housing solutions for Wyoming; and

WHEREAS, the COUNTY wishes to provide monies to the SUBGRANTEE for necessary support in relation to the negative impacts of COVID on Laramie County citizens in relation to access of sustainable housing.

NOW, THEREFORE, the Parties agree as follows:

- 1) Purpose of Grant Agreement. The COUNTY shall provide U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery 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 American Rescue Plan program rules and regulations is a condition to SUBGRANTEE'S receipt of monies hereunder.
 - (1) The Project responds to a disproportionately impacted population caused by the COVID-19 public health emergency.
 - (2) The Project will result in providing necessary assistance to Laramie County in relation to providing sustainable housing assistance.
 - (3) Utilizes SLFRF-ARP funding for costs that:
 - (a) Are allowable, reasonable, and allocable under 2 CFR Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
 - (b) Do not duplicate financial assistance received from other federal sources;
 - (c) Do not exceed the total need for financial assistance;
 - (d) Were not incurred prior to March 3, 2021 or after May 31, 2023;
 - (e) Evidence commitment of all funding necessary to fund the Project

- (4) Are documented properly and provided as requested by the COUNTY for quarterly reporting as required by the U.S. Department of Treasury for SLFRF-ARPA funding.
- 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 March 3, 2021 through May 31, 2023 ("Term"); The Project shall be completed during the Term.
- 3) Payment. COUNTY agrees to grant monies to SUBGRANTEE as requested with submitted invoices to the grants manager. The total payment to SUBGRANTEE under this Grant Agreement shall not exceed \$91,069.00 ("Grant Award"). Payment will be made following SUBGRANTEE'S delivery to COUNTY of invoices detailing services performed in connection with the Project.
- 4) Responsibilities of SUBGRANTEE 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. SUBGRANTEE also agrees to comply with the Contract Provisions for Non-Federal Entity Contracts under Federal Awards found in 2 C.F.R. § Appendix II to Part 200.
- 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 pre award and will conduct site visits as necessary for sub-recipient monitoring.
- e) Reporting. Within 15 calendar days at the conclusion of each calendar quarter during the Term of this Grant Agreement, SUBGRANTEE shall furnish COUNTY with a report (Attachment B).
- f) 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 American Rescue Plan program rules and regulations for three years following COUNTY's date of notice to SUBGRANTEE of administrative closeout of the Grant.
- g) 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.
- 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 SLFRF American Rescue Plan 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 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 Enterprises. 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 ten percent (10%) 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 ARPA program rules and regulations, then COUNTY and/or the U.S. Department of Treasury 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 U.S. Department of Treasury 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 ARPA requirements. COUNTY shall notify SUBGRANTEE of any state or federal determination of noncompliance.
- e) **Attorneys' Fees.** If COUNTY must 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 (9 pages), Attachment A, Application, (16 pages), Attachment B, Approved Budget, (1 page) and Attachment C, Reporting, (1 page) 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 ARPA 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) **Force Majeure**: The performance of this Grant Agreement by the parties shall be subject to force majeure including, but not limited to, acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, government regulations or advisory, recognized health threats as determined by the World Health Organizations, the Centers for Disease Control, or local government authority or health agencies (including, but not limited to, the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or other similar occurrence beyond the control of the parties, where any of those factors, circumstances, situations, or conditions or similar ones present, dissuade, or unreasonably delay the performance required by this Grant Agreement. This Grant Agreement may be canceled by any party, without liability, damages, fees, or penalty and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party.
- s) **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.
- t) **Time is of the Essence**: Time is of the essence in the performance by SUBGRANTEE of all provisions of the Grant Agreement.
- u) **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.
- v) **Titles Not Controlling**: Titles of sections are for reference only, and shall not be used to construe the language in this Grant Agreement.
- 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 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.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

- 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: 
Roy Thompson, Chairman
Laramie County Commissioners

July 5, 2022
Date:

By: 
Debra Lee, Laramie County Clerk

July 5, 2022
Date:

WYOMING FAMILY HOME OWNERSHIP PROGRAM DBA MY FRONT DOOR

By: 
Brenda Birkle, Executive Director

10-15-2022
Date:

REVIEWED AND APPROVED AS TO FORM ONLY

By: 
Laramie County Attorney's Office

6/27/22
Date

Laramie County ARPA Subrecipient Risk Assessment

Subrecipient Name	Wyoming Family Home Ownership Program db.j My Front Door
DUNS Number and/or Unique Entity ID	JBCZMP1YMOB4
Grant Program Name	ARPA CFDA# 21.027
Grant Amount	\$91,069.00
Grant Period	3/3/2021-5/31/2023
Date of Risk Assessment	6/15/2022

Section One-Monitoring

Risk Factors	Yes	No
Have any other entities alerted us to potential risk areas?		x
Is the applicant debarred, suspended, or show delinquent federal debt in sam.gov?		x
Is the Subaward more than \$25,000?	x	
Total "Yes" responses	1	

Section Two-Reimbursements/Budgeting

Risk Factors	Yes	No
Has the entity been timely in responding to program/fiscal questions?	x	
Does the applicants accounting system segregate expenditures by funding source?	x	
Has the applicant managed federal funds in the past 24 months?	x	
Does the entity have the ability to report on program operations in a timely manner?	x	
Does the entity have a operations budget?	x	
Does the entity have a financial management system in place to track and record the program expenditures and generate invoices?	x	
Total "No" responses		0

Section Three-Operations

Risk Factors	Yes	No
Has the program had problems with staff retention?		x
Does the entity have any loss contingencies required to be disclosed on audited financial statements?		x
Does the entity lack effective procedures & controls for handling federal funds under 2 CFR Part 200?		x
Total "Yes" responses	0	

*Use "x" as your tally mark.

Total of all Sections	1
0 to 4	Low Risk
5 to 8	Medium Risk
9 to 12	High Risk

Laramie County, Wyoming Application for Nonprofit Organizations Affected by the COVID-19 Pandemic-Applications are due 4/29/22.

1. Name of Nonprofit Organization Wyoming Family Home Ownership Program dba My Front Door
2. Owner/Authorized Representative's Name
Brenda L. Birkle
3. If applicable, Federal Tax Identification Number
26-4141283
4. Physical Address of your nonprofit organization
100 W. 4th Street, Cheyenne, WY 82007
5. Primary Contact Person Brenda L. Birkle
6. Email address: brenda@myfrontdoor.org
7. Telephone number 307-286-0736

8. Provide a mission statement/purpose for your organization.

Mission: To Provide Real Housing Solutions for Wyoming. Vision: My Front Door envisions a community where access to affordable homeownership and financial education continues to create systemic and enduring generational change.

9. Please describe how the COVID-19 pandemic has caused a negative impact to your nonprofit organization and/or the population you serve.

Organizational impacts include a reduction in funding and available grant resources, health restrictions limiting events for, direct services, fundraising, events, and community engagement. Direct service impacts have evolved from triage and online-only services at the start of the pandemic to moving into COVID recovery. For our families, the impacts have ranged from mitigation of job loss or resignation due to schools closures to trying to purchase a home in an unprecedentedly volatile housing market.

10. Program/Project

a. Briefly describe the program/project you are requesting funds for:

Our project will address the negative economic impacts of COVID on the LMI families we serve (a disproportionately affected group) through financial help for homeownership and maintenance grants to combat the skyrocketing costs of materials for home projects. It will also provide an emergency fund to support expenses related to those same negative economic impacts and not covered through other resources, for example, transportation or healthcare needs such as eyeglasses.

Our financial literacy classes are delivered in a group setting over twelve weeks, generally outside of standard work hours where meals and childcare are provided onsite. This approach is designed to remove barriers to family participation. We have secured the funding necessary to purchase a building that will allow us to provide meals, childcare, and classroom instruction to our families in the same location as our offices. We will no longer need to rely on community partners to host those activities, anticipated closing is September 2022. While we have been incredibly grateful for our community partners and their willingness to provide space, varying COVID policies, protocols, and inability to support social distancing make consistent services very difficult. We will establish/strengthen a healthy public space conducive to our unique needs by creating zones within our classroom set-up where families can sit and learn together while maintaining appropriate social distance from other family cohorts. We will take the same approach to zones and protocols for the kitchen and dining areas.

A few modifications for equipment and cleaning supplies will support the protocols for a safe and healthy environment.

The last budget item would provide a retention bonus to the Executive Director and an impact bonus for the Lead Family Advocate. Both experienced a significantly higher risk as a result of the work

performed during the grant period to provide direct services to clients. COVID-19 completely changed the scope of leadership for MFD. Treasury's Final Rule

"Premium pay is designed to compensate workers that, by virtue of their employment, were forced to take on additional burdens and make great personal sacrifices as a result of the COVID-19 pandemic."

We, like many nonprofits, saw a reduction in revenue and an increase in interested families who were cost-burdened and housing insecure. As community resources were deployed to meet the immediate needs of COVID response, our long-term intervention strategy to eliminate poverty was not the target of most funding streams. Many funders in 2019 both public and private scrambled a triage approach to getting those dollars out where they were needed. It was not until the efforts of Laramie County Commissioners in December of 2020 that all nonprofits became a focus of needed dollars. As we move into a recovery phase, what we are seeing is a long process of realigning grants and giving cycles to pre-pandemic operation. Challenges on the Federal level to align programs for local control under a much larger objective don't always meet the needs for local control. Navigating the needs of the organization, our participating families, and the community under an ever-changing landscape has produced an enormous increase in work and work hours for the Executive Director, with 12-to-16-hour days at least 6 days a week are and have been common throughout the pandemic, with the majority of that time spent locating funds, resources, collaborating with partners, and leading efforts on coalitions, task forces and others toward a common agenda. The Executive Director did not receive a salary increase in 2021 (in part due to fluctuations in revenue), historically, a 3% increase has been given and always with a performance review that exceeds expectations. Premium pay would not only help bridge that gap but would help keep pace with the increasing wages in the nonprofit sector. Recent local openings include the Executive Director for Food

Bank of the Rockies \$90,000.00 to \$115,000.00 and the Director of Housing Operations (Employer Undisclosed) \$90,000.00.

My Front Door's holistic approach to case management means that we address all barriers to homeownership for program families either internally or through wraparound service partners. Often this means acquiring a new set of navigation skills while helping families strengthen their own problem-solving skills with a guided or supportive approach to case management, as appropriate. What this often meant for our Family Advocate is that she was helping families navigate for example the same home education (and then return to brick and mortar) requirements that she was juggling. Assisting families with crisis budgeting and keeping them on track often meant guiding them through calls with creditors. Moving from lockdown to an open market and competitive market has brought significant staff shortages and other unusual circumstances. As the pandemic and resulting recovery have worn on, the way we approach meeting the needs of our families has changed as well. For example, our Lead Family Advocate has provided offsite services to participants in a location close to their place of work in an effort not to compound staff shortages for employers for any longer than necessary. She has been flexible with her own standard work schedule to accommodate case management/housing counseling services at 6:00 AM to all members of households can be included even the early rising construction workers. Our Lead Advocate is a single mother of five ranging from elementary to high school. Her household size of six is slightly below 50% of our HUD Area Median Income and well under the "150 percent of their residing state or county's average annual wage for all occupations, as defined by the BLS Occupational Employment and Wage Statistics threshold. Cheyenne's mean wage for all occupations is \$24.67 or \$51,313.60 annually and the 150% threshold would come in at 76,970.40 annually. At \$25.46 or \$52,960.00, our Lead Family Advocate easily meets the requirements.

While each staff member's essential services contribution was different, they were both responsive to the health crisis and resulting economic impacts. This dedication to the families we serve meant that no family was in danger of being unsheltered and none suffered from food scarcity. We would like to issue a one-time retention incentive of \$5,000.00 to help offset the personal cost, of the dramatically increased workload and increased risk exposure to both employees followed by two \$2,500.00 retention incentives issued on December 6, 2022, and May 30, 2023.

b. Describe the need for your program/project.

My Front Door serves low to moderate households (LMI), families with children 50% to 80%, or Area Median Income (AMI). The U.S. Department of Treasury's Final Rule supports the defined presumption that low to moderate-income households were disproportionately affected by COVID-19 in large part with the assumption that many were designated, essential workers. It further supports long-term housing security. It identifies the need for programs that "address housing insecurity, lack of affordable housing, or homelessness, were responsive to the negative effects of the pandemic when provided to disproportionately impacted households and communities", enumerated uses include programs that "improve housing security, and support durable and sustainable homeownership".

The pandemic accelerated existing housing issues including paucity, at the same time market conditions created new ones. Historically low interest rates contributed significantly to a lack of inventory in wage-supported price brackets while those shortages fueled a building boom. While the number of homes being built was not enough to keep up with the demand, they were enough to contribute to the drain on materials. When combined with labor shortages, material cost

Increases, an increase in remote workers, or relocations, home prices began to grow at an unbelievable rate. Yet despite the volatility, homes were purchased within days, sometimes hours of listing, and most went well above asking. What this meant for our families is the inability to compete without the tools we provide, beginning with financial literacy that includes a focus on budgeting, credit repair, and through to equity assistance funds at the time of purchase. We provide \$12,400.00 in the form of a forgivable second mortgage that is applied to the principal at the time of closing. This strategy gives a boost in purchase power while the rate of forgiveness at 20% a year for 5 years combined with continued services (families participate in educational opportunities with MFD during this time) contributes significantly to our 98% success rate.

The average home in Laramie County is over 40 years old which can be an affordability factor when you consider the lifespan of major systems and efficiency issues. My Front Door helps keep homeownership affordable through maintenance grants for buyers to maintain or improve the value of their homes. It also reinforces the idea of managing the home as a long-term asset, a component of the permanent mental move to the middle class.

As interest rates rise, the market is projected to cool from its record 14.4% increase in average prices in 2021. While this may increase inventory, it will place another barrier to affordability for our families. Increased fuel costs and record inflation clearly illustrate why this program is needed moving forward.

As an incredibly small organization, with required certifications tied to specific positions, a loss in talent poses a significant barrier to both continuing and growing our impact. Part of our strategy is cross position and competency training, but retention of talent remains an anchor for sustainability. The National Association of Nonprofits'

report. November 2021 provides insights that reflect nonprofit work has not been unaffected by the “great resignation”.

“This preliminary analysis of results is based on responses of nearly 700 nonprofits from 47 states. Nearly half (47%) reported vacancies of between zero and 9%. Fifteen percent shared job vacancy rates of between 10% and 19%, and a troubling 26% responded that they had job openings for 20% to 29% of their positions. Twenty-seven percent responded that their waiting list had grown to more than a month due to job vacancies, including a domestic violence shelter in Montana, and another organization with more than 1,500 children waiting for services. Causes of the job vacancies were clear to survey respondents. Eight out of 10 nonprofits identified salary competition as a factor preventing them from filling job openings. Nearly a quarter (23%) stated that the inability to find child care affected recruitment and retention. Vaccination policies affect more than one in five (21%) respondents”.

- c. Identify any other organizations in Laramie County that address this need.**

My Front Door is the only provider that serves families with children between 50% to 80% of Area Median Income (AMI) with the intent to permanently break the poverty cycle through homeownership using a seven-year program model with a demonstrated success history. We work in tandem with our many other nonprofit partners to ensure we are supporting a housing continuum with referrals to the next program in self-sufficiency. For example, a Journey Center family may continue their pathway to self-sufficiency with Habitat for Humanity which serves 30% to 60% of AMI households under a sweat equity model, or they may have progressed to our target AMI and are referred to MFD. In this way, we ensure families don't fall off the fiscal cliff and end up duplicating services even within the same program. We enjoy a collaborative relationship with Habitat that includes referral back and

forth as well as mutual participation in committees that work to address the needs of the housing continuum and reduce siloed efforts.

d. Is this a new, existing, or changed program?

One-time funds are for a new project that would enable us to safely deliver services on a larger scale, to increase our impact in a new building acquired through funding from other sources. Equity assistance and maintenance grants while ongoing serve in direct response to the negative economic impact of COVID-19. These benefits have always been dependent on availability and in that sense do not carry the same sustainability burden as other existing expenditures like salary increases. Homeownership expenses are budgeted out of a dedicated homeownership account. That account balance has not kept pace with need since 2020 in large part due to the fundraising event restrictions due to the pandemic. We pull from unrestricted funds to cover the expenses as they arise. Those funds while unrestricted, are earmarked for building new affordable units.

e. Specifically, what will you use ARPA funds for?

Supplies and equipment to ensure a healthy environment, equity support, and maintenance grants to Low to Moderate (LMI) participants, designated as disproportionately affected. One-time premium pay to compensate essential staff for the increased health risks of in-person direct services as well as retention.

f. Who will benefit and how (population served)?

LMI families with children, between 50% to 80% of Areal Median Income (AMI). Our program service outline and purchase models are described in detail in Attachment 2.

g. How will you prevent the duplication of benefits to end-users? As a one-time project to create a healthy and responsive physical

environment, there is no duplication. We have secured funding for a new office location with the square footage that allows us to create zones for social distancing while ensuring continuity of services to combat the negative economic effects of COVID. Funds awarded here support those zones. No additional sources have been identified for these types of expenses.

Duplicate participant services are simply not available in Laramie County for our unique model. If we identify other sources for equity assistance or maintenance grant, we will treat them as matching funds, ultimately increasing the number of participants served through May 31, 2023.

- h. How many individuals/families will be served by this program/project?**

MFD Serves a new class of ten families with an average size of 4 each year in Laramie County. These families will experience increased access to services with a great impact through collaborating partners. Over time we anticipate an organic growth in the number of families served per year and an expansion of services.

- i. How will these funds help you respond to, or recover from COVID-19?**

COVID recovery plans include serving

- **Creates a healthy public space, clean and appropriately spaced**
- **Increased access to services**
- **Supports staff retention and cross competency training**
- **Equity support for LMI participating families disproportionately affected**
- **Maintenance grants that support the affordability of older homes for first-time homebuyers**

11. Project Outcomes

- a. If this is a **continuing activity**, describe measurable outcomes of your previous years' work regardless of funding source.

The continuing proportion of our request (equity support and maintenance grants) serves to address the economic impacts made worse by COVID. These programs will continue to serve COVID recovery by increasing access to durable and sustainable homeownership.

From March 3, 2021, to date, 4 families have become first-time homeowners and 10 families have received maintenance grants. Through the pandemic, we have retained our staff levels.

- b. Describe anticipated measureable outcomes for your proposed project/program.

- Number of maintenance grants issued
- Number of second mortgages issued (equity support at closing)
- Furniture, supplies, and equipment purchased to ensure a healthy environment (sanitation and appropriate social distancing)
- Premium pay issued correlated to staff retention

12. Agency's Auditing and Fiscal Controls

- a. Briefly describe your agency's financial oversight/internal controls to minimize opportunities for fraud, waste, and mismanagement. Typically, we treat these funds as drawdown accounts and set them aside in QuickBooks as credit accounts, each "draw" is then recorded as a debit. General controls begin with an internal policy requiring source documentation for each expenditure and go through to Treasurer review and presentation at regular monthly board meetings, and independent outside services for review with DAP CPA.

Closing for the new building is anticipated between June and September 2022, dependent on a signed CDBG contract (HUD Funding received by the City of Cheyenne), well before the May 2023 deadline. All other expenditures will be issued within the grant year.

b. How does your agency plan to segregate ARPA funds from other agency funds for purposes of identification, tracking, reporting, and audit? Described Above.

13. If applicable, please list the grand total revenue collected by your nonprofit organization in calendar year 2019 (documentation is required to support this figure).

\$119,633.57 (See Statement of Activity ~ Attachment 3)

14. If applicable, please list the grand total revenue collected by your nonprofit organization in calendar year 2020 (documentation is required to support this figure).

\$249,508.84 (See Statement of Activity ~ Attachment 3)

15. If applicable, please list the grand total revenue collected by your nonprofit organization in calendar year 2021 (documentation is required to support this figure).

\$306,665.55 (See Statement of Activity ~ Attachment 3) The largest receipt was from Laramie County Commissioner's Charitable Relief Grant (CARES) for \$140,281.17.

16. How much are you requesting in Laramie County ARPA funds? Please provide a detailed budget breakdown for requested items.

\$114,800.00 – Long-term housing sustainability for Participants \$14,719 – COVID healthy environment response \$5,200.00 - sanitation supplies

\$1,350.00 – Sanitation Equipment and \$20,000.00 – Premium pay. Total request - \$156,069.00. Detailed budget follows narrative.

17. Is your organization facing any pending litigation or legal action? If yes, please explain.

N/A

18. Is your organization registered in Sam.gov to be eligible to receive federal funds? Active Status will be required to be awarded ARPA funds.

Yes, proof of registration Attachment 6.

Application Certification

By checking this box, you are certifying that the information provided herein is true and correct to the best of your knowledge.

Print Name Brenda L. Birkle **Title** Executive Director

Signature  **Date** April 27, 2022

BUDGET

Item	Unit	Cost/Ea	Total
Participant Benefit for Long-Term Housing Stability			
1 Home Maintenance Grant Support 03/03/21 to present	10	1,000.00	\$10,000.00
2 Reimbursement of Forgivable 2 nd Mortgage* Grant issued 07/26/2021	1	7,400.00	\$7,400.00
3 Reimbursement of Forgivable 2 nd Mortgage ** Grant issued 05/20/2021	1	10,400.00	\$10,400.00
4 Reimbursement of Forgivable 2 nd Mortgage Grants Issued 11/15/2021 & 04/01/2022	2	12,400.00	\$37,200.00
5 Forgivable 2 nd Mortgage thru May 31, 2023	2	12,400.00	\$24,800.00
6 Maintenance Grants thru May 31, 2023	15	1,000.00	\$15,000.00
7 Emergency Needs Fund	1	10,000.00	\$10,000.00
COVID Response thru Healthy Environments (Estimated prices based on advertised prices)			
Public space zone planning Furniture			
8 Classroom Tables/Flip Top/Movable	11	400.00	\$4,400.00
9 Classroom Chairs	26	168.00	\$4,368.00
10 Dining Tables	8	307.00	\$2,456.00
11 Multi-Purpose Rooms Folding Tables	9	125.00	\$375.00
12 Multi-Purpose Rooms Folding Chairs	54	30.00	\$1,620.00
13 Rack for Folding Tables/Chairs	3	500.00	\$1,500.00
Sanitation Supplies (Estimated prices based on advertised prices)			
14 Hard Surface Steam Floor Cleaner	1	5,000.00	\$5,000.00
15 Dust Mops	2	100.00	\$200.00
Sanitation Equipment (Estimated prices based on advertised prices)			
16 Sink Base Cabinet	1	400.00	\$400.00
17 Drop-in Double Sink	1	200.00	\$200.00
18 Facet	1	150.00	\$150.00

19	Dishwasher	1	600.00	\$600.00
	Premium Pay for Staff			
20	Executive Director 2021	1	5,000.00	\$5,000.00
21	Family Advocate 2022	1	5,000.00	\$5,000.00
22	Executive Director 2021	1	5,000.00	\$5,000.00
23	Family Advocate 2022	1	5,000.00	\$5,000.00
Total				\$156,069.00

***Family received \$7,400.00 from My Front Door and \$5,000.00 of CDBG funds from Laramie County**

****Family received \$10,400.00 from MFD and \$2,000.00 from the SBA**

We assume the Commissioners reserve the right to award the request in part or in all. We further assume source documents will be required to support expenditures estimated here.

Attachment 2

PHASE I: (12 weeks) Financial preparedness classes – prepare families for homeownership, engage in budgeting, credit repair, and credit building activities, attend quarterly training on relevant topics and build civic leadership skills.

PHASE II: (18-24 months) Savings Phase – My Front Door provides a second mortgage of \$12,400.00, (applied to the principal at closing and forgiven at 20% per year for five years), based on availability, combined with the buyer's minimum 3.5% down payment is designed to increase access to stable homeownership for participating families. In addition to securing the lender and realtor of their choice, families are guided through the process of purchasing a home by our HUD Certified Housing Counselor.

PHASE III: (5 years) Maintenance Phase – families learn to maintain or improve the value of their home, engage in mentoring activities, meet quarterly for family visits, attend at least two quarterly training activities per year and continue building wealth through additional investments. Participants also explore retirement planning, education, and career development or advancement. During years 2-5 of homeownership, families are encouraged to improve the value of their home and neighborhood through an annual \$1,000 maintenance grant from our program.

PURCHASE MODELS

While the core program services will remain the cornerstone of what we do, we strive to provide creative and evolving product offerings for our clients. Indeed, we want our clients to have a choice in the type of home, financing, and equity structure they take on.

My Front Door's original or *~~Traditional~~* purchase model provides ownership of both the land and improvements along with any equity invested, down payments made, or market gains being fully realized by the buyer. Typically, these buyers are on the higher end of the AMI scale and don't require as much investment to keep the home within their maximum affordability. The drawback is that the property will move to a market rate after the first buyer, requiring the intensive subsidy process to begin all over again. Nationally the average traditional homeowner stays in their property for 13 years, over time the total subsidy investment can be staggering.

The CLT purchase model will allow buyers lower on the AMI scale to afford substantially more than they otherwise could and at the same time build equity. All program participants will have an opportunity to "opt-in" to the CLT purchase model at any point in Phase II of their program. All the supports of the Program Core assist these first-time homebuyers as well. Additionally, CLT homebuyers will receive additional affordability subsidies, with My Front Door, at a minimum, removing the land value from the homebuyer's purchase process. CLT homebuyers will also be responsible for paying a small ground lease

fee payment to My Front Door every month. And, most importantly, the price at which My Front Door's CLT homebuyers will be able to sell their homes will be restricted by a resale agreement formula that will allow them to keep all of the equity they have earned through the ownership of their plus pre-agreed-upon ~~percentage~~ of any increase in the value of the home they owned and the land they leased. All of this is stipulated in a land lease agreement that has an initial 99-year term, can be inherited, and can be renewed for a second 99-year term. This lease agreement provides the ~~homeowner~~ with land-use security. CLT homeowners own their home and can make ~~investments~~ to improve it, build equity and sell it when they are ready. The benefit over the traditional purchase model is that a ~~one-time~~ subsidy is figured into the initial sale as equity and that sets a new base price. That equity stays with the property allowing it to be sold to another ~~home-qualified~~ buyer below market. This ~~process~~ can be repeated in perpetuity and never need another subsidy.

My Front DoorApproved Budget

Category	Amount
Home Maintenance Grant 10	\$ 10,000.00
Forgivable 2nd Mortgage through May 2023	\$ 24,800.00
Maintenance grants through May 2023	\$ 15,000.00
Emergency Need Fund	\$ 10,000.00
Public Space zone planning furniture	\$ 4,400.00
Classroom chairs	\$ 4,368.00
dining tables	\$ 2,456.00
fold tables	\$ 375.00
folding chairs	\$ 1,620.00
rack for chairs	\$ 1,500.00
hard surface steam floor cleaner	\$ 5,000.00
dust mops	\$ 200.00
sink base cabinet	\$ 400.00
drop in double sink	\$ 200.00
facet	\$ 150.00
dishwasher	\$ 600.00
ED 2021 & 2022	\$ 5,000.00
Family Advocate 2021 & 2022	\$ 5,000.00
	\$ 91,069.00

U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund

Laramie County ARPA Nonprofit Subgrantee Quarterly Report

CFDA #21.027

- 1. Describe the progress of the ARPA funded activities. Include in the narrative any issues or problems affecting the progress of the project.**
- 2. Please describe the impact the project is having on your agency in terms of clients served, deliverables, and community partnerships.**
- 3. What were your expenditures under the ARPA funds for the quarter and in what line item did they take place?**
- 4. What activities do you anticipate for the next quarter with ARPA funds?**
- 5. Any additional comments?**

**SECOND AMENDMENT TO U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUND (SLFRF)
NONPROFIT SUBAWARD CONTRACT**

between

LARAMIE COUNTY and THE PINE BLUFFS LIONS CLUB.

1. **Parties:** This Amendment is made and entered into by and between Laramie County, Wyoming (COUNTY) and The Pine Bluffs Lions Club (SUBGRANTEE). The parties agree as follows:
2. **Purpose of Amendment:** This Amendment shall constitute the second amendment to the U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund Nonprofit Subaward Contract between The Pine Bluffs Lions Club, which was duly executed on August 2, 2022. The original Subaward provided SLFRF grant funds from the COUNTY to the SUBGRANTEE in order to assist with mitigating the impacts of COVID on nonprofits within Laramie County in the amount of \$4,000.00.

The purpose of the First Amendment was to modify the Subaward contract number 220802-22B to extend the term from May 31, 2023 to December 31, 2023.

The purpose of this Amendment is to modify the Subaward contract number 220802-22B to extend the term from December 31, 2023 to June 30, 2024.

3. **Term of the Amendment.** This Amendment shall commence upon the date of the last required signature is affixed hereto and shall remain in full force and effect through the term of the subaward contract, unless terminated pursuant to the provisions of the subaward, or pursuant to federal or state statute, rule or regulation.
4. **Payment.** No additional payment shall be made by parties to the others as a result of this Amendment.
5. **Additional Responsibilities of COUNTY.** The COUNTY shall not take on any additional duties as a result of this Amendment.
6. **Additional Responsibilities of COMPANY.** The SUBGRANTEE shall not take on any additional duties as a result of this Amendment.
7. **Special Provisions**
 - A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the Subaward Contract between the COUNTY and SUBGRANTEE including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

8. General Provisions

- A. Entirety of Grant Amendment.** This Amendment, consisting of 4 pages, First Amendment consisting of 4 pages, original subaward consisting of 17 pages, and Addendum #1 consisting of 4 pages, represent the entire and integrated Subaward Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

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Signature Page

LARAMIE COUNTY

By: _____

Chairman Laramie County Commissioners

Date

12-28-23

ATTEST:

By: _____

Debra Lee, Laramie County Clerk

Date

12-29-2023

SUBGRANTEE: THE PINE BLUFFS LIONS CLUB

By: _____

Date

December 28, 2023

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By: _____

Laramie County Attorney's Office

Date

12-29-23

The logo of the Pine Bluffs Lions Club is a large, circular emblem in the background. It features a blue outer ring with the words "LIONS CLUB" in yellow. Inside the ring is a yellow circle containing a blue silhouette of a lion's head facing right. The text "PINE BLUFFS" is written in blue across the top of the yellow circle, and "WYOMING" is written in blue across the bottom.

Pine Bluffs Lions Club
Gary Roadifer, Secretary/Treasurer
PO Box 368
Pine Bluffs, Wyoming

307-421-7247

garyroadifer@rtconnect.net

November 22, 2023

ARPA Grant Report
Request for Extension

Laramie County Commissioners,

The Pine Bluffs Lions formerly request the extension of the ARPA Grant they have received from the Laramie County Commissioners.

The Pine Bluffs Lions help in financial assistance for eye care: eye examines, eye glasses, and cataract surgery. Some years we have helped up to 10 patients financially get eyeglasses, and lately 4 over the last 2 years. In one year, we helped 3 patients financially in obtaining cataract surgery, and this year only one. As one can see it is hard to predict the need for eye care.

The Pine Bluffs Lions Club main mission is to provide eye care to the people that need assistance and appreciate the money from the ARPA Grant in providing this service.

Sincerely

Gary Roadifer

PINE BLUFFS LIONS CLUB

Unique Entity ID HJ5RRYVTBMV4	CAGE / NCAGE (blank)	Purpose of Registration Federal Assistance Awards Only
Registration Status Active Registration	Expiration Date May 23, 2024	
Physical Address 502 Walnut AVE Pine Bluffs, Wyoming 82082-5157 United States	Mailing Address PO Box 202 Pine Bluffs, Wyoming 82082-0202 United States	

Business Information

Doing Business as (blank)	Division Name Pine Bluffs Lions Club	Division Number (blank)
Congressional District Wyoming 00	State / Country of Incorporation Wyoming / United States	URL HJ5RRYVTBMV4

Registration Dates		
Activation Date May 26, 2023	Submission Date May 24, 2023	Initial Registration Date Jul 7, 2022

Entity Dates	
Entity Start Date Jul 7, 2022	Fiscal Year End Close Date Jun 30

Immediate Owner	
CAGE (blank)	Legal Business Name (blank)

Highest Level Owner	
CAGE (blank)	Legal Business Name (blank)

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USApending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types		
Entity Structure International Organization	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure Non-Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments
No

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
(blank)

Points of Contact

Electronic Business

9.
Gary R Roadifer, Club Treasurer

502 Walnut AVE
PO Box 368
Pine Bluffs , Wyoming 82082
United States

Government Business

9.
Gary R Roadifer, Club Treasurer

502 Walnut AVE
PO Box 368
Pine Bluffs , Wyoming 82082
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
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Disaster Response

This entity does not appear in the disaster response registry.

**AMENDMENT TO U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS STATE
AND LOCAL FISCAL RECOVERY FUND (SLFRF) NONPROFIT SUBAWARD
CONTRACT**

between

LARAMIE COUNTY and THE PINE BLUFFS LIONS CLUB.

1. **Parties:** This Amendment is made and entered into by and between Laramie County, Wyoming (COUNTY) and The Pine Bluffs Lions Club (SUBGRANTEE). The parties agree as follows:
2. **Purpose of Amendment:** This Amendment shall constitute the first amendment to the U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund Nonprofit Subaward Contract between The Pine Bluffs Lions Club, which was duly executed on August 2, 2022. The original Subaward provided SLFRF grant funds from the COUNTY to the SUBGRANTEE in order to assist with mitigating the impacts of COVID on nonprofits within Laramie County in the amount of \$4,000.00.

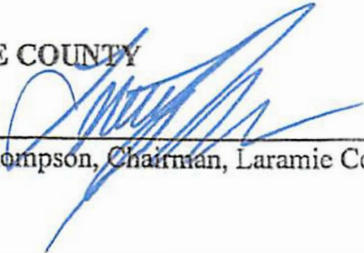
The purpose of this Amendment is to modify the Subaward contract number 220802-22B to extend the term from May 31, 2023 to December 31, 2023.
3. **Term of the Amendment:** This Amendment shall commence upon the date of the last required signature is affixed hereto, and shall remain in full force and effect through the term of the subaward contract, unless terminated pursuant to the provisions of the subaward, or pursuant to federal or state statute, rule or regulation.
4. **Payment.** No additional payment shall be made by parties to the others as a result of this Amendment.
5. **Additional Responsibilities of COUNTY.** The COUNTY shall not take on any additional duties as a result of this Amendment.
6. **Additional Responsibilities of COMPANY.** The SUBGRANTEE shall not take on any additional duties as a result of this Amendment.
7. **Special Provisions**
 - A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the Subaward Contract between the COUNTY and SUBGRANTEE including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
8. **General Provisions**
 - A. **Entirety of Grant Amendment.** This Amendment, consisting of 4 pages, original subaward consisting of 17 pages, and Addendum #1 consisting of 4 pages, represent the

entire and integrated Subaward Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

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Signature Page

LARAMIE COUNTY

By: 
Troy Thompson, Chairman, Laramie County Commissioners

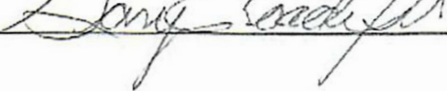
Date May 16, 2023

ATTEST:

By: 
Debra Lee, Laramie County Clerk

Date May 16, 2023

SUBGRANTEE: THE PINE BLUFFS LIONS CLUB

By: 

Date May 8, 2023

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By: 
Laramie County Attorney's Office

Date 5.8.23

Pine Bluffs Lions Club
Gary Roadifer, Secretary/Treasurer
PO Box 368
Pine Bluffs, Wyoming

307-421-7247

garyroadifer@rtconnect.net

April 26, 2023

Laramie County Commissioners,

The Pine Bluffs Lions Club requests an extension of the ARPA Grant that was awarded to the club last year.

The request this year for financial assistance for eye examines, eyeglasses, and cataract surgeries has been less this year than the average yearly request. The club still anticipates financial assistance for vision services next year. The main goal of Lions Club is to provide vision assistance to needy youth and adults.

The Pine Bluffs Lions Club does thank the Laramie County Commissioners for assisting us in providing financial assistance to the people of Eastern Laramie County.

Sincerely,



Gary Roadifer
Club Secretary

District Governor, District 15

221115-7T

**ADDENDUM TO U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS STATE
AND LOCAL FISCAL RECOVERY FUND (SLFRF) NONPROFIT SUBAWARD
CONTRACT
between
LARAMIE COUNTY and THE PINE BLUFFS LIONS CLUB.**

1. **Parties:** This Addendum is made and entered into by and between Laramie County, Wyoming (COUNTY) and The Pine Bluffs Lions Club (SUBGRANTEE). The parties agree as follows:
2. **Purpose of Addendum:** This Addendum shall constitute the first addendum to the U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund Nonprofit Subaward Contract between The Pine Bluffs Lions Club, which was duly executed on August 2, 2022. The original Subaward provided SLFRF grant funds from the COUNTY to the SUBGRANTEE in order to assist with mitigating the impacts of COVID on nonprofits within Laramie County in the amount of \$4,000.00.

The purpose of this Addendum is to modify the Subaward contract number 220802-22B to reflect all federal requirements listed in 2 CFR § 200.332 for pass through entities receiving federal funds.

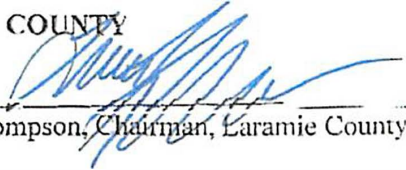
3. **Term of the Addendum.** This Addendum shall commence upon the date of the last required signature is affixed hereto, and shall remain in full force and effect through the term of the subaward contract, unless terminated pursuant to the provisions of the subaward, or pursuant to federal or state statute, rule or regulation.
4. **Payment.** No additional payment shall be made by parties to the others as a result of this Addendum.
5. **Additional Responsibilities of COUNTY.** The COUNTY shall not take on any additional duties as a result of this Addendum.
6. **Additional Responsibilities of COMPANY.** The SUBGRANTEE shall comply with the above stated information and the details found in Attachment A.
7. **Special Provisions**
 - A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Addendum, all terms and conditions of the Subaward Contract between the COUNTY and SUBGRANTEE including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
8. **General Provisions**

- A. Entirety of Grant Addendum.** This Addendum, consisting of 3 pages, Attachment A, 1 page, represent the entire and integrated Subaward Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

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Signature Page

LARAMIE COUNTY

By: 
Troy Thompson, Chairman, Laramie County Commissioners


Date NOV 15, 2022

ATTEST:

By: 
Debra Lee, Laramie County Clerk

Date NOV 15, 2022

SUBGRANTEE: THE PINE BLUFFS LIONS CLUB

By: 

Date NOV 15, 2022

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By: 
Laramie County Attorney's Office

Date 11-2-22

Attachment A

Sub-Recipient Pass-Through Information

Sub-recipient: The Pine Bluffs Lions Club

UEI #: HJ5RRYVTBMV4

Sam Registration Active: Yes

Project ID: 220802-22B

Sub-recipient Program Area: 2 Negative Economic Impact, 2.34 Impacted Nonprofits

Federal Award Amount to Nonprofit: \$4,000.00

Local Match Amount: \$0.00

Period of Performance: March 3, 2021-May 31, 2023

Period and Start Date: August 2, 2022-May 31, 2023

Federal Award Identification Number (FAIN): Not Available

Assistance Listing Number (ALN): 21.027

Assistance Listing Number Title: American Recovery Program Act

Federal Project Description: The Coronavirus State and Local Fiscal Recovery Funds provide a substantial infusion of resources to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery.

Name of Federal Awarding Agency: U.S. Department of Treasury

Name of Pass through Entity: Laramie County, Wyoming

Contact Information for Pass through Entity:

Sandra Newland, Laramie County Grants Manager
310 W. 19th Street, Suite 320
Cheyenne, WY 82001
307-633-4201 and Sandra.newland@laramiecountywy.gov

Is this award for Research and Development? No

Pass-through Indirect Cost Rate: 0%

Sub-recipient Indirect Cost Rate: 0%

Amount of Federal Funds Obligated by Action: \$2,431,116.74

Total Federal Award: \$19,326,709.00

Federal Award Date: May 10, 2021

**U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS STATE AND LOCAL
FISCAL RECOVERY FUND (ARPA) NONPROFIT SUBAWARD CONTRACT
BETWEEN LARAMIE COUNTY AND THE PINE BLUFFS LIONS CLUB.**

This U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUND SUBGRANTEE AGREEMENT ("Grant Agreement") (CFDA #21.027) is made between Laramie County, State of Wyoming ("COUNTY"), whose address is 310 West 19th Street, Cheyenne, Wyoming 82001, and The Pine Bluffs Lions Club, (SUBGRANTEE), whose address is PO Box 202, Pine Bluffs, Wyoming 82082. In consideration of the promises and covenants set forth below, the parties agree as follows:

WHEREAS, the COUNTY opened up ARPA funds to community nonprofits in a competitive application process; and

WHEREAS, it is the mission of the SUBGRANTEE to empower to serve their communities, meet humanitarian needs, encourage peace and promote understanding through Lions Club; and

WHEREAS, the COUNTY wishes to provide monies to the SUBGRANTEE for necessary support in relation to the negative impacts of COVID on Laramie County youth and elderly citizens in relation eye care.

NOW, THEREFORE, the Parties agree as follows:

- 1) Purpose of Grant Agreement. The COUNTY shall provide U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery 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 American Rescue Plan program rules and regulations is a condition to SUBGRANTEE'S receipt of monies hereunder.
 - (1) The Project responds to a disproportionately impacted population caused by the COVID-19 public health emergency.
 - (2) The Project will result in providing necessary assistance to Laramie County in relation in providing eye care to youth and elderly citizens.
 - (3) Utilizes SLFRF-ARP funding for costs that:
 - (a) Are allowable, reasonable, and allocable under 2 CFR Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
 - (b) Do not duplicate financial assistance received from other federal sources;
 - (c) Do not exceed the total need for financial assistance;
 - (d) Were not incurred prior to March 3, 2021 or after May 31, 2023;
 - (e) Evidence commitment of all funding necessary to fund the Project

- (4) Are documented properly and provided as requested by the COUNTY for quarterly reporting as required by the U.S. Department of Treasury for SLFRF-ARPA funding.
- 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 March 3, 2021 through May 31, 2023 ("Term"); The Project shall be completed during the Term.
- 3) Payment. COUNTY agrees to grant monies to SUBGRANTEE as requested with submitted invoices to the grants manager. The total payment to SUBGRANTEE under this Grant Agreement shall not exceed \$4,000.00 ("Grant Award"). Payment will be made following SUBGRANTEE'S delivery to COUNTY of invoices detailing services performed in connection with the Project.
- 4) Responsibilities of SUBGRANTEE 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. SUBGRANTEE also agrees to comply with the Contract Provisions for Non-Federal Entity Contracts under Federal Awards found in 2 C.F.R. § Appendix II to Part 200.
- 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 pre award and will conduct site visits as necessary for sub-recipient monitoring.
- e) Reporting. Within 15 calendar days at the conclusion of each calendar quarter during the Term of this Grant Agreement, SUBGRANTEE shall furnish COUNTY with a report (Attachment B).
- f) 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 American Rescue Plan program rules and regulations for three years following COUNTY's date of notice to SUBGRANTEE of administrative closeout of the Grant.
- g) 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.
- 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 SLFRF American Rescue Plan 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 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 ten percent (10%) 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 ARPA program rules and regulations, then COUNTY and/or the U.S. Department of Treasury 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 U.S. Department of Treasury 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 ARPA requirements. COUNTY shall notify SUBGRANTEE of any state or federal determination of noncompliance.
- e) **Attorneys' Fees.** If COUNTY must 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 (9 pages), Attachment A, Application, (5 pages), Attachment B, Approved Budget, (1 page) and Attachment C, Reporting, (1 page) 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 ARPA 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.

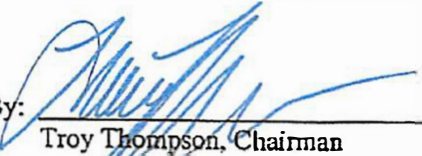
- p) **Severability**: Should any portion of this Grant Agreement be judicially determined to be illegal or unenforceable, the remainder of the Grant Agreement shall continue in full force and effect as if the illegal or unenforceable term was omitted.
- q) **Governmental Immunity**: COUNTY does not 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) **Force Majeure**: The performance of this Grant Agreement by the parties shall be subject to force majeure including, but not limited to, acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, government regulations or advisory, recognized health threats as determined by the World Health Organizations, the Centers for Disease Control, or local government authority or health agencies (including, but not limited to, the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or other similar occurrence beyond the control of the parties, where any of those factors, circumstances, situations, or conditions or similar ones present, dissuade, or unreasonably delay the performance required by this Grant Agreement. This Grant Agreement may be canceled by any party, without liability, damages, fees, or penalty and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party.
- s) **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.
- t) **Time is of the Essence**: Time is of the essence in the performance by SUBGRANTEE of all provisions of the Grant Agreement.
- u) **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.
- v) **Titles Not Controlling**: Titles of sections are for reference only, and shall not be used to construe the language in this Grant Agreement.
- 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 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.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

- 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

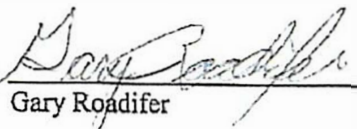
By: 
Troy Thompson, Chairman
Laramie County Commissioners

Date: Aug 2, 2022

By: 
Debra Lee, Laramie County Clerk

Date: Aug 2, 2022

PINE BLUFFS LIONS CLUB

By: 
Gary Roadifer

Date: July 25, 2022

REVIEWED AND APPROVED AS TO FORM ONLY

By: 
Laramie County Attorney's Office

Date: 7/25/22

Laramie County ARPA Subrecipient Risk Assessment

Subrecipient Name	Pine Bluffs Lion's Club
DUNS Number and/or Unique Entity ID	HJSRRYVTBMV4
Grant Program Name	ARPA CFDA# 21.027
Grant Amount	\$4,000.00
Grant Period	3/3/2021-5/31/2023
Date of Risk Assessment	7/18/2022

Section One-Monitoring

Risk Factors	Yes	No
Have any other entities alerted us to potential risk areas?		x
Is the applicant debarred, suspended, or show delinquent federal debt in sam.gov?		x
Is the Subaward more than \$25,000?		x
Total "Yes" responses	0	

Section Two-Reimbursements/Budgeting

Risk Factors	Yes	No
Has the entity been timely in responding to program/fiscal questions?	x	
Does the applicants accounting system segregate expenditures by funding source?	x	
Has the applicant managed federal funds in the past 24 months?		x
Does the entity have the ability to report on program operations in a timely manner?	x	
Does the entity have a operations budget?	x	
Does the entity have a financial management system in place to track and record the program expenditures and generate invoices?	x	
Total "No" responses	1	

Section Three-Operations

Risk Factors	Yes	No
Has the program had problems with staff retention?		x
Does the entity have any loss contingencies required to be disclosed on audited financial statements?		x
Does the entity lack effective procedures & controls for handling federal funds under 2 CFR Part 200?		x
Total "Yes" responses	0	

*Use "x" as your tally mark.

Total of all Sections	1
0 to 4	Low Risk
5 to 8	Medium Risk
9 to 12	High Risk



Laramie County, Wyoming Application for Nonprofit Organizations Affected by the COVID-19 Pandemic

1. Name of Nonprofit Organization

Pine Bluffs Lions Club

2. Owner/Authorized Representative's Name

Gary Roadifer - Club Secretary Treasurer

3. If applicable, Federal Tax Identification Number

836005213

4. Physical Address of your nonprofit organization

P.O. Box 203
Pine Bluffs, WY 82802

5. Primary Contact Person

Gary Roadifer

6. Email address

garyroadifer@rtconnect.net

7. Telephone number

307-421-7247 : Cell
307-245-3586 : Home

8. Provide mission statement/purpose of your organization.

To empower to serve their communities,
meet humanitarian needs, encourage
peace and promote understanding through
Lions Club.

9. Please describe how the COVID-19 pandemic has caused a negative impact to your nonprofit organization and/or the population you serve.

The Pine Bluffs fundraising project have
been canceled do to Covid-19. One of our
bike ride for Sept was canceled in 2020

Our Halloween ^{Feed} has been canceled 2020 and 2021. These fundraisers helps the club to finance purchase of glasses, cataract surgeries, scholarships for students of the chapter, and our Easter Egg hunt.

10. Program/Project

- a. Briefly describe the program/project you are requesting funds for:

The funding will allow us to continue to provide eye care assistance to needy youth and adults, and provide assistance for cataract surgery.

- b. Describe the need for your program/project.

Over the year the average for eye care assistance have been 62 for cataract surgery we average assisting one person a year.

- c. Identify any other organizations in Laramie County that address this need.

The Blue Cross Club for years have been the only source to assist in eye care in Eastern Laramie County.

- d. Is this a new, existing or changed program?

Existing

- e. Specifically, what will you use ARPA funds for?

The ARPA funds will allow the club to keep providing eye care assistance for youths and adults that qualify.

- f. Who will benefit and how?

The youth will benefit, with improved

eye sight student do not struggle in school.
After cataract surgery adults are able
to go back to work.

g. How will you prevent the duplication of benefits to end users?

With eye care assistance the patient
is recommended to the club from usually
the school nurse, an application is
submitted to the club with verification of
no insurance and students qualify for free and

h. How many individuals/families will be served by this program/project?

On the average 5 to 10 individuals
benefit from eye care assistance per year.
One adult per year benefits from the surgery

reduce meals.
The club approves the
assistance if criteria

i. How will these funds help you respond to, or recover from COVID-19?

These funds allow us to continue to
provide eye care financial assistance
to qualified youth and adults.

11. Project Outcomes

a. If this is a continuing activity, describe measureable outcomes of your previous years' work regardless of funding source.

The club receives reports (verbal)
that a student has received their
new glasses and their performance has improved.
Adults have reported going back to work.

b. Describe anticipated measureable outcomes for your proposed project/program.

Individuals are more independent
functioning better because improved
eyesight

12. Agency's Auditing and Fiscal Controls

- a. Briefly describe your agency's financial oversight/internal controls to minimize opportunities for fraud, waste and mismanagement.

Treasurer report is given to the club twice a month and a yearly club review is done.

- b. How does your agency plan to segregate ARPA funds from other agency funds for purposes of identification, tracking, reporting and audit?

Long Clubs has two accounts: Administrative and Projects. All money in the project account is used for the projects of Eastern Laramie County.

13. If applicable, please list the grand total revenue collected by your nonprofit organization in calendar year 2019 (documentation is required to support this figure).

\$17,519

14. If applicable, please list the grand total of revenue collected by your nonprofit organization in calendar year 2020 (documentation is required to support this figure).

\$16,635.38

15. If applicable, please list the grand total of revenue collected by your nonprofit organization in calendar year 2021 (documentation is required to support this figure).

16. How much are you requesting in Laramie County ARPA funds?

\$2,000 for 2019 and \$2,000 for 2020

17. Is your organization facing any pending litigation or legal action? If yes, please explain.

No

18. Is your organization registered in Sam.gov to be eligible to receive federal funds?

No - The club has applied with SAM.gov the first part of April.

Application Certification

By checking this box, you are certifying that the information provided herein is true and correct to the best of your knowledge.

Print Name Gary Rostker Title Secretary/Treasurer

Signature [Signature] Date March 23, 2022

Pine Bluffs Lions Club

<u>Category</u>	<u>Amount</u>
Eye Glasses	\$ 2,000.00
Cataract Surgeries	\$ 2,000.00
	\$ 4,000.00

U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund

Laramie County ARPA Nonprofit Subgrantee Quarterly Report

CFDA #21.027

- 1. Describe the progress of the ARPA funded activities. Include in the narrative any issues or problems affecting the progress of the project.**

.
- 2. Please describe the impact the project is having on your agency in terms of clients served, deliverables, and community partnerships.**

.
- 3. What were your expenditures under the ARPA funds for the quarter and in what line item did they take place?**
- 4. What activities do you anticipate for the next quarter with ARPA funds?**
- 5. Any additional comments?**

**SECOND AMENDMENT TO U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUND (SLFRF)
NONPROFIT SUBAWARD CONTRACT**

**between
LARAMIE COUNTY and THE TOWN OF ALBIN.**

1. **Parties:** This Amendment is made and entered into by and between Laramie County, Wyoming (COUNTY) and The Town of Albin (SUBGRANTEE). The parties agree as follows:
2. **Purpose of Amendment:** This Amendment shall constitute the second amendment to the U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund Nonprofit Subaward Contract between Laramie County and The Town of Albin, which was duly executed on July 19, 2022. The original Subaward provided SLFRF grant funds from the COUNTY to the SUBGRANTEE in order to assist with mitigating the impacts of COVID on nonprofits within Laramie County in the amount of \$74,000.00.

The purpose of the First Amendment was to modify the Subaward contract number 220719-17 to extend the term from May 31, 2023 to December 31, 2023.

The purpose of this Amendment is to modify the Subaward contract number 220719-17 to extend the term from December 31, 2023 to June 30, 2024.

3. **Term of the Amendment.** This Amendment shall commence upon the date of the last required signature is affixed hereto and shall remain in full force and effect through the term of the subaward contract, unless terminated pursuant to the provisions of the subaward, or pursuant to federal or state statute, rule or regulation.
4. **Payment.** No additional payment shall be made by parties to the others as a result of this Addendum.
5. **Additional Responsibilities of COUNTY.** The COUNTY shall not take on any additional duties as a result of this Amendment.
6. **Additional Responsibilities of COMPANY.** The SUBGRANTEE shall not take on any additional duties as a result of this Amendment.
7. **Special Provisions**
 - A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the Subaward Contract between the COUNTY and SUBGRANTEE including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.


8. General Provisions

- A. Entirety of Grant Amendment.** This Amendment, consisting of 4 pages, First Amendment consisting of 4 pages, original subaward consisting of 20 pages and Addendum #1 consisting of 4 pages represent the entire and integrated Subaward Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

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Signature Page

LARAMIE COUNTY

By: 
Chairman, Laramie County Commissioners

Date 12-28-23

ATTEST:

By: 
Debra Lee, Laramie County Clerk

Date 12-29-2023

SUBGRANTEE: TOWN OF ALBIN

By: 

Date 12.25.23

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

REVIEWED AND APPROVED AS TO FORM ONLY:

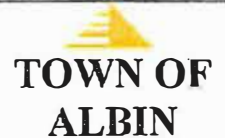
By: 
Laramie County Attorney's Office

Date 12.29.23

TOWN OF ALBIN

PO BOX 188
ALBIN, WYOMING 82050

PHONE: 307-246-3386
Fax: 307-246-3299
Email: townofalbin@yahoo.com



December 13, 2023

Laramie County,

The town of Albin would kindly like to request an extension on our remaining ARPA funds, in the amount of \$17,187.47. We do not feel that our contractors can finish the projects within the allotted time frame. We are having trouble finding parts and also with the holidays coming up scheduling has become an issue. We appreciate this opportunity and your understanding.

Thank you,

Jillian Kriz
Town of Albin
Clerk/Treasurer
(307) 246-3386

ALBIN COMMUNITY CENTER

Unique Entity ID J5N5T8FGQFY1	CAGE / NCAGE 92L02	Purpose of Registration Federal Assistance Awards Only
Registration Status Active Registration	Expiration Date Feb 21, 2024	
Physical Address 430 5TH AVE Albin, Wyoming 82050-5007 United States	Mailing Address PO Box 188 Albin, Wyoming 82050 United States	

Business Information

Doing Business as (blank)	Division Name Town Of Albin	Division Number (blank)
Congressional District Wyoming 00	State / Country of Incorporation (blank) / (blank)	URL (blank)

Registration Dates

Activation Date Feb 23, 2023	Submission Date Feb 21, 2023	Initial Registration Date Jun 22, 2021
----------------------------------------	----------------------------------------	--------------------------------------------------

Entity Dates

Entity Start Date Oct 14, 1930	Fiscal Year End Close Date Jun 30
------------------------------------------	---------------------------------------------

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

Yes

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

No

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

**AMENDMENT TO U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS STATE
AND LOCAL FISCAL RECOVERY FUND (SLFRF) NONPROFIT SUBAWARD
CONTRACT**

between

LARAMIE COUNTY and THE TOWN OF ALBIN.

1. **Parties:** This Amendment is made and entered into by and between Laramie County, Wyoming (COUNTY) and The Town of Albin (SUBGRANTEE). The parties agree as follows:
2. **Purpose of Amendment:** This Amendment shall constitute the first amendment to the U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund Nonprofit Subaward Contract between Laramie County and The Town of Albin, which was duly executed on July 19, 2022. The original Subaward provided SLFRF grant funds from the COUNTY to the SUBGRANTEE in order to assist with mitigating the impacts of COVID on nonprofits within Laramie County in the amount of \$74,000.00.

The purpose of this Amendment is to modify the Subaward contract number 220719-17 to extend the term from May 31, 2023 to December 31, 2023.

3. **Term of the Amendment.** This Amendment shall commence upon the date of the last required signature is affixed hereto, and shall remain in full force and effect through the term of the subaward contract, unless terminated pursuant to the provisions of the subaward, or pursuant to federal or state statute, rule or regulation.
4. **Payment.** No additional payment shall be made by parties to the others as a result of this Addendum.
5. **Additional Responsibilities of COUNTY.** The COUNTY shall not take on any additional duties as a result of this Amendment.
6. **Additional Responsibilities of COMPANY.** The SUBGRANTEE shall not take on any additional duties as a result of this Amendment.
7. **Special Provisions**
 - A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the Subaward Contract between the COUNTY and SUBGRANTEE including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
8. **General Provisions**
 - A. **Entirety of Grant Amendment.** This Amendment, consisting of 4 pages, original subaward consisting of 20 pages and Addendum #1 consisting of 4 pages represent the

entire and integrated Subaward Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

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Signature Page

LARAMIE COUNTY

By: 
Troy Thompson, Chairman, Laramie County Commissioners

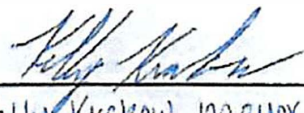
Date May 16, 2023

ATTEST:

By: 
Debra Lee, Laramie County Clerk

Date May 16, 2023

SUBGRANTEE: TOWN OF ALBIN

By: 
Kelly Krakow, Mayor

Date 5-8-23

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By: 
Laramie County Attorney's Office

Date 5-11-23

TOWN OF ALBIN

PO Box 188
Albin, WY 82050

Phone: 307-246-3386
Fax: 307-246-3299
Email: townofalbin@yahoo.com



May 3, 2023

Laramie County,

The town of Albin would kindly like to request an extension on our remaining ARPA funds, in the amount of \$32,159.77. We do not feel that we can utilize these funds within the allotted time frame and ask that you please grant us an extension to utilize the funds.

Thank you,

Jillian Kriz
Town of Albin
Clerk/Treasurer
307-246-3386

**ADDENDUM TO U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS STATE
AND LOCAL FISCAL RECOVERY FUND (SLFRF) NONPROFIT SUBAWARD
CONTRACT**

between

LARAMIE COUNTY and THE TOWN OF ALBIN.

1. **Parties:** This Addendum is made and entered into by and between Laramie County, Wyoming (COUNTY) and The Town of Albin (SUBGRANTEE). The parties agree as follows:
2. **Purpose of Addendum:** This Addendum shall constitute the first addendum to the U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund Nonprofit Subaward Contract between Laramie County and The Town of Albin, which was duly executed on July 19, 2022. The original Subaward provided SLFRF grant funds from the COUNTY to the SUBGRANTEE in order to assist with mitigating the impacts of COVID on nonprofits within Laramie County in the amount of \$74,000.00.

The purpose of this Addendum is to modify the Subaward contract number 220719-17 to reflect all federal requirements listed in 2 CFR § 200.332 for pass through entities receiving federal funds.

3. **Term of the Addendum.** This Addendum shall commence upon the date of the last required signature is affixed hereto, and shall remain in full force and effect through the term of the subaward contract, unless terminated pursuant to the provisions of the subaward, or pursuant to federal or state statute, rule or regulation.
4. **Payment.** No additional payment shall be made by parties to the others as a result of this Addendum.
5. **Additional Responsibilities of COUNTY.** The COUNTY shall not take on any additional duties as a result of this Addendum.
6. **Additional Responsibilities of COMPANY.** The SUBGRANTEE shall comply with the above stated information and the details found in Attachment A.
7. **Special Provisions**
 - A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Addendum, all terms and conditions of the Subaward Contract between the COUNTY and SUBGRANTEE including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
8. **General Provisions**

A. Entirety of Grant Addendum. This Addendum, consisting of 3 pages, Attachment A, 1 page, represent the entire and integrated Subaward Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

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Signature Page

LARAMIE COUNTY

By: 

Troy Thompson, Chairman, Laramie County Commissioners

Date Nov 15, 2022

ATTEST:

By: 

Debra Lee, Laramie County Clerk

Date Nov 15, 2022

SUBGRANTEE: TOWN OF ALBIN

By: 

Date 11-2-22

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By: 

Laramie County Attorney's Office

Date 11-2-22

Attachment A

Sub-Recipient Pass-Through Information

Sub-recipient: Town of Albin

UEI #: J5N5T8FGQFY1

Sam Registration Active: Yes

Project ID: 220719-17

Sub-recipient Program Area: 2 Negative Economic Impact, 2.34 Impacted Nonprofits

Federal Award Amount to Nonprofit: \$74,000

Local Match Amount: \$0.00

Period of Performance: March 3, 2021-May 31, 2023

Period and Start Date: July 19, 2022-May 31, 2023

Federal Award Identification Number (FAIN): Not Available

Assistance Listing Number (ALN): 21.027

Assistance Listing Number Title: American Recovery Program Act

Federal Project Description: The Coronavirus State and Local Fiscal Recovery Funds provide a substantial infusion of resources to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery.

Name of Federal Awarding Agency: U.S. Department of Treasury

Name of Pass through Entity: Laramie County, Wyoming

Contact Information for Pass through Entity:

Sandra Newland, Laramie County Grants Manager
310 W. 19th Street, Suite 320
Cheyenne, WY 82001
307-633-4201 and Sandra.newland@laramiecountywy.gov

Is this award for Research and Development? No

Pass-through Indirect Cost Rate: 0%

Sub-recipient Indirect Cost Rate: 0%

Amount of Federal Funds Obligated by Action: \$2,431,116.74

Total Federal Award: \$19,326,709.00

Federal Award Date: May 10, 2021

220719-17

U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUND (ARPA) SUBAWARD CONTRACT BETWEEN LARAMIE COUNTY AND THE TOWN OF ALBIN, WYOMING.

This U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUND SUBGRANTEE AGREEMENT ("Grant Agreement") (CFDA #21.027) is made between Laramie County, State of Wyoming ("COUNTY"), whose address is 310 West 19th Street, Cheyenne, Wyoming 82001, and the Town of Albin, (SUBGRANTEE), whose address is PO Box 188, Albin, Wyoming 82050. In consideration of the promises and covenants set forth below, the parties agree as follows:

WHEREAS, the COUNTY opened up ARPA funds to Laramie County Jurisdictions in a competitive application process; and

WHEREAS, the COUNTY wishes to provide monies to the SUBGRANTEE for necessary support in relation to the negative impacts of COVID on The Town of Albin in serving citizens of Laramie County.

NOW, THEREFORE, the Parties agree as follows:

- 1) Purpose of Grant Agreement. The COUNTY shall provide U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery 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 American Rescue Plan program rules and regulations is a condition to SUBGRANTEE'S receipt of monies hereunder.
 - (1) The Project responds to a disproportionately impacted population caused by the COVID-19 public health emergency.
 - (2) The Project will result in providing necessary assistance to the Town of Albin in providing assistance in relation to governmental services to the community center and citizens of Albin, Wyoming.
 - (3) Utilizes SLFRF-ARP funding for costs that:
 - (a) Are allowable, reasonable, and allocable under 2 CFR Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
 - (b) Do not duplicate financial assistance received from other federal sources;
 - (c) Do not exceed the total need for financial assistance;
 - (d) Were not incurred prior to March 3, 2021 or after May 31, 2023;
 - (e) Evidence commitment of all funding necessary to fund the Project
 - (4) Are documented properly and provided as requested by the COUNTY for quarterly reporting as required by the U.S. Department of Treasury for SLFRF-ARPA funding.

- 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 March 3, 2021 through May 31, 2023 ("Term"); The Project shall be completed during the Term.
- 3) Payment. COUNTY agrees to grant monies to SUBGRANTEE as requested with submitted invoices to the grants manager. The total payment to SUBGRANTEE under this Grant Agreement shall not exceed \$74,000.00 ("Grant Award"). Payment will be made following SUBGRANTEE'S delivery to COUNTY of invoices detailing services performed in connection with the Project.
- 4) Responsibilities of SUBGRANTEE 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. SUBGRANTEE also agrees to comply with the Contract Provisions for Non-Federal Entity Contracts under Federal Awards found in 2 C.F.R. § Appendix II to Part 200.
 - 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 pre award and will conduct site visits as necessary for sub-recipient monitoring.
- e) Reporting. Within 15 calendar days at the conclusion of each calendar quarter during the Term of this Grant Agreement, SUBGRANTEE shall furnish COUNTY with a report (Attachment B).
- f) 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 American Rescue Plan program rules and regulations for three years following COUNTY's date of notice to SUBGRANTEE of administrative closeout of the Grant.
- g) 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.
- 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 SLFRF American Rescue Plan 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 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 ten percent (10%) 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 ARPA program rules and regulations, then COUNTY and/or the U.S. Department of Treasury 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 U.S. Department of Treasury 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 ARPA requirements. COUNTY shall notify SUBGRANTEE of any state or federal determination of noncompliance.

- e) **Attorneys' Fees.** If COUNTY must 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 (9 pages), Attachment A, Application, (4 pages), Attachment B, Approved Budget, (1 page) and Attachment C, Reporting, (1 page) 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 ARPA 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) **Force Majeure.** The performance of this Grant Agreement by the parties shall be subject to force majeure including, but not limited to, acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, government regulations or advisory, recognized health threats as determined by the World Health Organizations, the Centers for Disease Control, or local government authority or health agencies (including, but not limited to, the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or other similar occurrence beyond the control of the parties, where any of those factors, circumstances, situations, or conditions or similar ones present, dissuade, or unreasonably delay the performance required by this Grant Agreement. This Grant Agreement may be canceled by any party, without liability, damages, fees, or penalty and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party.
- s) **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.
- t) **Time is of the Essence:** Time is of the essence in the performance by SUBGRANTEE of all provisions of the Grant Agreement.
- u) **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.
- v) **Titles Not Controlling** Titles of sections are for reference only, and shall not be used to construe the language in this Grant Agreement.
- 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 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.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

- 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: 
Troy Thompson, Chairman
Laramie County Commissioners

July 19, 2022
Date:

By: 
Debra Lee, Laramie County Clerk

July 19, 2022
Date:

TOWN OF ALBIN, WYOMING

By: 
Kelly Krakow, Mayor

7-5-22
Date:

REVIEWED AND APPROVED AS TO FORM ONLY

By: 
Laramie County Attorney's Office

7/17/22
Date

Laramie County ARPA Subrecipient Risk Assessment

Subrecipient Name	Town of Albin
DUNS Number and/or Unique Entity ID	J5N5T8FGQFY1
Grant Program Name	ARPA CFDA# 21.027
Grant Amount	\$74,000.00
Grant Period	3/3/2021-5/31/2023
Date of Risk Assessment	6/17/2022

Section One-Monitoring

Risk Factors	Yes	No
Have any other entities alerted us to potential risk areas?		x
Is the applicant debarred, suspended, or show delinquent federal debt in sam.gov?		x
Is the Subaward more than \$25,000?	x	
Total "Yes" responses		1

Section Two-Reimbursements/Budgeting

Risk Factors	Yes	No
Has the entity been timely in responding to program/fiscal questions?	x	
Does the applicants accounting system segregate expenditures by funding source?	x	
Has the applicant managed federal funds in the past 24 months?	x	
Does the entity have the ability to report on program operations in a timely manner?	x	
Does the entity have a operations budget?	x	
Does the entity have a financial management system in place to track and record the program expenditures and generate invoices?	x	
Total "No" responses		0

Section Three-Operations

Risk Factors	Yes	No
Has the program had problems with staff retention?		x
Does the entity have any loss contingencies required to be disclosed on audited financial statements?		x
Does the entity lack effective procedures & controls for handling federal funds under 2 CFR Part 200?	x	
Total "Yes" responses		1

*Use "x" as your tally mark.

Total of all Sections	2
0 to 4	Low Risk
5 to 8	Medium Risk
9 to 12	High Risk

**Laramie County, Wyoming Application for Nonprofit Organizations Affected by
the COVID-19 Pandemic-Applications are due 4/29/22.**

1. Name of Nonprofit Organization_____Town of Albin Owner/Authorized
2. Representative's Name Kelly Krakow
3. If applicable, Federal Tax Identification Number 83-6001124
4. Physical Address of your nonprofit organization 430 5th Ave Albin, WY
5. Primary Contact Person Kelly Krakow
6. Email address townofalbin@yahoo.com
7. Telephone number 307-246-3386
8. Provide mission statement/purpose of your organization.
Town of Albin our home on the range ~ Grow and prosper with us
9. Please describe how the COVID-19 pandemic has caused a negative impact to your nonprofit organization and/or the population you serve.
The COVID-19 pandemic negatively impacted our little community by forcing the cancellation of many programs including all our youth programs and community events therefore, reducing our revenue. The pandemic also caused a disruption of the services that we provide to our community.
10. Program/Project
 - a. Briefly describe the program/project you are requesting funds for:
We are requesting funding for new glass for our pool area, update the dehumidifier in the pool area, new thermostats for the community center, a new dishwasher/sanitizer for our senior citizen lunch program, replace electrical circuits and breakers, and replace ballasts and sensors.

- b. Describe the need for your program/project. The Community Center is a very well used building and these projects will help with cost reduction of heating bills and increase safety.
- c. Identify any other organizations in Laramie County that address this need. There are 6th Penny Funds and SLIB funding available for some projects that fall within the guidelines
- d. Is this a new, existing or changed program?
Existing Program
- e. Specifically, what will you use ARPA funds for? The ARPA funds will be used for new glass for our pool area, update the dehumidifier in the pool area, new thermostats for the community center, a new dishwasher/sanitizer for our senior citizen lunch program, replace electrical circuits and breakers, and replace ballasts and sensors. All of these projects will make the community center more cost effective and efficient for the town.
- f. Who will benefit and how (population served)? This will serve the entire population of Albin as well as our surrounding areas that utilize the community center
- g. How will you prevent the duplication of benefits to end users? We are a governmental agency and the services we provide are unique
- h. How many individuals/families will be served by this program/project? This program will serve the population of Albin as well as all the surrounding area that uses the Community Center.
- i. How will these funds help you respond to, or recover from COVID-19? These funds will help the town to recover revenue that was lost due to the pandemic making it impossible to serve senior lunches, with the closure of the community center people did not purchase memberships to the facility, the funding will help in all aspects of budget amounts for the community center.

11. Project Outcomes

- a. If this is a continuing activity, describe measureable outcomes of your previous years' work regardless of funding source. N/A
- b. Describe anticipated measureable outcomes for your proposed project/program. The outcome of this program for the Community

Center will provide a safer environment for all community members and will provide cost effective changes that will be beneficial to the town.

12. Agency's Auditing and Fiscal Controls

- a. Briefly describe your agency's financial oversight/internal controls to minimize opportunities for fraud, waste and mismanagement. The mayor and town council approve the bills every month. The town's checks require two signatures. Vouchers are made out for each invoice that are approved by the town clerk and mayor. The town is also required to fill out a report for the Wyoming Dept of Audit every year that is due in September
- b. How does your agency plan to segregate ARPA funds from other agency funds for purposes of identification, tracking, reporting and audit? The town uses QuickBooks as a book keeping source and also will keep a spreadsheet of projects and funding to track the monies and how they are spent.

13. If applicable, please list the grand total revenue collected by your nonprofit organization in calendar year 2019 (documentation is required to support this figure). \$750,667 Fiscal year

14. If applicable, please list the grand total of revenue collected by your nonprofit organization in calendar year 2020 (documentation is required to support this figure). \$761,952 Fiscal year

15. If applicable, please list the grand total of revenue collected by your nonprofit organization in calendar year 2021 (documentation is required to support this figure). \$837,199 Fiscal year

16. How much are you requesting in Laramie County ARPA funds? Please provide a detailed budget breakdown for requested items. \$74,000

Pool Glass \$29,000

Pool Dehumidifier \$15,000

Thermostats \$8,000

Electrical Circuit and Breakers \$15,000

Dishwasher/Sanitizer \$7,000

17. Is your organization facing any pending litigation or legal action? If yes, please explain.

No

18. Is your organization registered in Sam.gov to be eligible to receive federal funds? Active Status will be required to be awarded ARPA funds.

Yes

Application Certification

By checking this box, you are certifying that the information provided herein is true and correct to the best of your knowledge.

Print Name Kelly Kaskow Title Mayer

Signature Kelly Kaskow Date 4-28-22

Town of Albin Approved Budget

<u>Category</u>	<u>Amount</u>
Pool Glass	\$ 29,000.00
Pool Dehumidifier	\$ 15,000.00
Thermostats	\$ 8,000.00
Electrical Circuit and Breakers	\$ 15,000.00
Dishwasher/Sanitizer	\$ 7,000.00
	\$ 74,000.00

U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund

Laramie County ARPA Nonprofit Subgrantee Quarterly Report

CFDA #21.027

- 1. Describe the progress of the ARPA funded activities. Include in the narrative any issues or problems affecting the progress of the project.**

- 2. Please describe the impact the project is having on your agency in terms of clients served, deliverables, and community partnerships.**

- 3. What were your expenditures under the ARPA funds for the quarter and in what line item did they take place?**

- 4. What activities do you anticipate for the next quarter with ARPA funds?**

- 5. Any additional comments?**



ALBIN COMMUNITY CENTER

ALERT! This entity is only available FOR OFFICIAL USE ONLY.

Unique Entity ID J5N5T8FGQFY1	CAGE / NCAGE 92L02	Purpose of Registration Federal Assistance Awards Only
Registration Status Active Registration	Expiration Date May 11, 2023	
Physical Address 430 5TH AVE Albin, Wyoming 82050 United States	Mailing Address PO Box 188 Albin, Wyoming 82050 United States	

Business Information

Doing Business as (blank)	Division Name Town Of Albin	Division Number (blank)
Congressional District Wyoming 00	State / Country of Incorporation (blank) / (blank)	URL (blank)
MPIN *****3386		

Registration Dates

Activation Date May 18, 2022	Submission Date May 11, 2022	Initial Registration Date Jun 22, 2021
----------------------------------------	----------------------------------------	--------------------------------------------------

Entity Dates

Entity Start Date Oct 14, 1930	Fiscal Year End Close Date Jun 30
------------------------------------------	---------------------------------------------

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
-----------------	--------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
-----------------	--------------------------------

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

Yes

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

No

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a

finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

No

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
U.S. Government Entity	US Local Government	(blank)
Profit Structure		
(blank)		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Government Types

U.S. Local Government
Municipality

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset	
No	No	
EFT Indicator	CAGE Code	
0000	92L02	
Electronic Funds Transfer		
Account Type	Routing Number	Lock Box Number
Checking	*****1627	(blank)
Financial Institution	Account Number	
POINTS WEST COMMUNITY BANK	*****046	
Automated Clearing House		
Phone (U.S.)	Email	Phone (non-U.S.)
3072463900	(blank)	(blank)
Fax		
(blank)		
Remittance Address		
TOWN OF ALBIN		
PO Box 188		
Albin, Wyoming 82050		
United States		

Taxpayer Information

EIN	Type of Tax	Taxpayer Name
*****1124	Applicable Federal Tax	Town of Albin
Tax Year (Most Recent Tax Year)	Name/Title of Individual Executing Consent	TIN Consent Date
2020	Kriz	May 11, 2022
Address	Signature	
PO Box 188	Jillian	
Albin, Wyoming 82050		

Points of Contact**Accounts Receivable POC**

JILLIAN KRIZ
townofalbin@yahoo.com
3072463386

Electronic Business

JILLIAN KRIZ
townofalbin@yahoo.com
3072463386

PO Box 188
Albin, Wyoming 82050
United States

JILLIAN KRIZ
townofalbin@yahoo.com
3072463386

PO Box 188
Albin, Wyoming 82050
United States

Government Business

KELLY KRAKOW
townofalbin@yahoo.com
3072463386

PO Box 188
Albin, Wyoming 82050
United States

KELLY KRAKOW
townofalbin@yahoo.com
3072463386

PO Box 188
Albin, Wyoming 82050
United States

Past Performance

KELLY KRAKOW
townofalbin@yahoo.com
3072463386

PO Box 188
Albin, Wyoming 82050
United States

KELLY KRAKOW
townofalbin@yahoo.com
3072463386

PO Box 188
Albin, Wyoming 82050
United States

Security Information

Company Security Level
(blank)

Highest Level Employee Security Level
(blank)

Service Classifications**NAICS Codes**

Primary

NAICS Codes

NAICS Title

Size Metrics**IGT Size Metrics**

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)
(blank)

Number of Employees (in accordance with 13 CFR 121)
(blank)

Location

Annual Receipts (in accordance with 13 CFR 121)
(blank)

Number of Employees (in accordance with 13 CFR 121)
(blank)

Industry-Specific

Barrels Capacity
(blank)

Megawatt Hours
(blank)

Total Assets
(blank)

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

This entity does not appear in the disaster response registry.

Points of Contact**Accounts Receivable POC**

JILLIAN KRIZ
townofalbin@yahoo.com
3072463386

Electronic Business

JILLIAN KRIZ
townofalbin@yahoo.com
3072463386

PO Box 188
Albin, Wyoming 82050
United States

JILLIAN KRIZ
townofalbin@yahoo.com
3072463386

PO Box 188
Albin, Wyoming 82050
United States

Government Business

KELLY KRAKOW
townofalbin@yahoo.com
3072463386

PO Box 188
Albin, Wyoming 82050
United States

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3072463386

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3072463386

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Albin, Wyoming 82050
United States

KELLY KRAKOW
townofalbin@yahoo.com
3072463386

PO Box 188
Albin, Wyoming 82050
United States

Security Information

Company Security Level
(blank)

Highest Level Employee Security Level
(blank)

Service Classifications**NAICS Codes**

Primary

NAICS Codes

NAICS Title

Size Metrics**IGT Size Metrics**

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)
(blank)

Number of Employees (in accordance with 13 CFR 121)
(blank)

Location

Annual Receipts (in accordance with 13 CFR 121)
(blank)

Number of Employees (in accordance with 13 CFR 121)
(blank)

Industry-Specific

Barrels Capacity
(blank)

Megawatt Hours
(blank)

Total Assets
(blank)

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

This entity does not appear in the disaster response registry.

**SECOND AMENDMENT TO U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUND (SLFRF)
NONPROFIT SUBAWARD CONTRACT**

between

LARAMIE COUNTY and UNACCOMPANIED STUDENT INITIATIVE.

1. **Parties:** This Amendment is made and entered into by and between Laramie County, Wyoming (COUNTY) and Unaccompanied Students Initiative (SUBGRANTEE). The parties agree as follows:
2. **Purpose of Amendment:** This Amendment shall constitute the second amendment to the U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund Nonprofit Subaward Contract between Laramie County and Unaccompanied Students Initiative, which was duly executed on July 19, 2022. The original Subaward provided SLFRF grant funds from the COUNTY to the SUBGRANTEE in order to assist with mitigating the impacts of COVID on nonprofits within Laramie County in the amount of \$55,000.00.

The purpose of the First Amendment was to modify the Subaward contract number 220719-18E to extend the term from May 31, 2023 to December 31, 2023.

The purpose of this Amendment is to modify the Subaward contract number 220719-18E to extend the term from December 31, 2023 to June 30, 2024.

3. **Term of the Amendment.** This Amendment shall commence upon the date of the last required signature is affixed hereto and shall remain in full force and effect through the term of the subaward contract, unless terminated pursuant to the provisions of the subaward, or pursuant to federal or state statute, rule or regulation.
4. **Payment.** No additional payment shall be made by parties to the others as a result of this Amendment.
5. **Additional Responsibilities of COUNTY.** The COUNTY shall not take on any additional duties as a result of this Amendment.
6. **Additional Responsibilities of COMPANY.** The SUBGRANTEE shall not take on any additional duties as a result of this Amendment.
7. **Special Provisions**
 - A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the Subaward Contract between the COUNTY and SUBGRANTEE including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
8. **General Provisions**


- A. Entirety of Grant Amendment.** This Amendment, consisting of 4 pages, First Amendment consisting of 4 pages, original subaward consisting of 17 pages and Addendum #1 consisting of 4 pages, represent the entire and integrated Subaward Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Signature Page

LARAMIE COUNTY

By:


Chairman, Laramie County Commissioners

Date

12-28-23

ATTEST:

By:

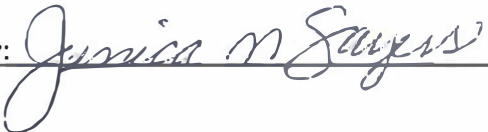

Debra Lee, Laramie County Clerk

Date

12-29-2023

SUBGRANTEE: UNACCOMPANIED STUDENTS INITIATIVE

By:


Executive Director

Date

12-28-23

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By:


Laramie County Attorney's Office

Date

12-29-23



Attn: Executive Director
Tax ID #83-2885380
PO Box 22103 • Cheyenne, WY 82003
director@usinitiative.org
307-220-2391

To Whom it May Concern:

On behalf of the Unaccompanied Students Initiative, I would like to request that we receive a one-quarter extension on the remaining \$14,607.65 for our 2023 ARPA Grant. We plan to use these funds to continue supporting our students in Medical Support, Transportation, and Support Services. These three expenditure categories are expected to increase over the next quarter as we are experiencing an uptick in intake due to cold weather.

We appreciate your consideration in the area and thank you for the leniency of our July-Sept. Quarter report while we were experiencing a transitional phase between Executive Directors and low staff numbers. WE anticiapte, with the new Executive staff on board, that these deadlines will be easily met in the future with precise records.

Thank you for your assistance in these matters.

Your Truly,

Jessica Sayers
Executive Director

UNACCOMPANIED STUDENTS INITIATIVE

Unique Entity ID XSMHMSV1ZPM8	CAGE / NCAGE 8S1W9	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Aug 21, 2024	
Physical Address 910 W Fox Farm RD APT B Cheyenne, Wyoming 82007-2675 United States	Mailing Address PO Box 22103 Cheyenne, Wyoming 82003 United States	

Business Information

Doing Business as (blank)	Division Name Unaccompanied Students Initiative	Division Number Unaccompan
Congressional District Wyoming 00	State / Country of Incorporation Wyoming / United States	URL usinitiative.org

Registration Dates

Activation Date Sep 5, 2023	Submission Date Aug 22, 2023	Initial Registration Date Oct 14, 2020
---------------------------------------	----------------------------------------	--------------------------------------------------

Entity Dates

Entity Start Date Feb 26, 2019	Fiscal Year End Close Date Dec 31
------------------------------------------	---------------------------------------------

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Other	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure Non-Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments Yes	Debt Subject To Offset No
EFT Indicator 0000	CAGE Code 8S1W9

Points of Contact

Electronic Business

PO Box 22103 Cheyenne, Wyoming 82003 United States	PO Box 22103 Cheyenne, Wyoming 82003 United States
----------------------------------------------------------	----------------------------------------------------------

Government Business

PO Box 22103 Cheyenne, Wyoming 82003 United States	PO Box 22103 Cheyenne, Wyoming 82003 United States
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Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	624110	Child And Youth Services

Disaster Response

This entity does not appear in the disaster response registry.

**AMENDMENT TO U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS STATE
AND LOCAL FISCAL RECOVERY FUND (SLFRF) NONPROFIT SUBAWARD
CONTRACT**

between

LARAMIE COUNTY and UNACCOMPANIED STUDENT INITIATIVE.

1. **Parties:** This Amendment is made and entered into by and between Laramie County, Wyoming (COUNTY) and Unaccompanied Students Initiative (SUBGRANTEE). The parties agree as follows:
2. **Purpose of Amendment:** This Amendment shall constitute the first amendment to the U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund Nonprofit Subaward Contract between Laramie County and Unaccompanied Students Initiative, which was duly executed on July 19, 2022. The original Subaward provided SLFRF grant funds from the COUNTY to the SUBGRANTEE in order to assist with mitigating the impacts of COVID on nonprofits within Laramie County in the amount of \$55,000.00.

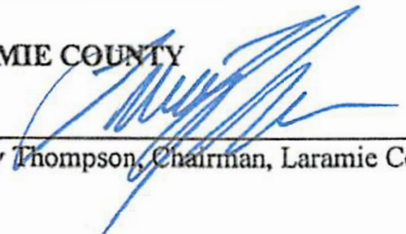
The purpose of this Amendment is to modify the Subaward contract number 220719-18E to extend the term from May 31, 2023 to December 31, 2023.
3. **Term of the Amendment.** This Amendment shall commence upon the date of the last required signature is affixed hereto, and shall remain in full force and effect through the term of the subaward contract, unless terminated pursuant to the provisions of the subaward, or pursuant to federal or state statute, rule or regulation.
4. **Payment.** No additional payment shall be made by parties to the others as a result of this Amendment.
5. **Additional Responsibilities of COUNTY.** The COUNTY shall not take on any additional duties as a result of this Amendment.
6. **Additional Responsibilities of COMPANY.** The SUBGRANTEE shall not take on any additional duties as a result of this Amendment.
7. **Special Provisions**
 - A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the Subaward Contract between the COUNTY and SUBGRANTEE including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
8. **General Provisions**
 - A. **Entirety of Grant Amendment.** This Amendment, consisting of 4 pages, original subaward consisting of 17 pages and Addendum #1 consisting of 4 pages, represent the

entire and integrated Subaward Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

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Signature Page

LARAMIE COUNTY

By: 
Troy Thompson, Chairman, Laramie County Commissioners


Date May 16, 2023

ATTEST:

By: 
Debra Lee, Laramie County Clerk

Date May 16, 2023

SUBGRANTEE: UNACCOMPANIED STUDENTS INITIATIVE

By: 
Anna Rodemaker, Executive Director

Date 2 May 23

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By: 
Laramie County Attorney's Office

Date 5.8.23



Attn: Austin Rodemaker

Tax ID #83-2885380



PO Box 22103 • Cheyenne, WY 82003



Home4youth@usinitiative.org



307-220-2391

Dear Laramie County Commissioners,

On behalf of Unaccompanied Students Initiative, I would like to request an extension for the use of ARPA funds until the end of 2023. The students we serve have needs that arise at different times, resulting in spikes and dips in spending. With this uncertainty, we would like to request an extension so that we may continue to support our students as their needs arise or as we take on new students who need initial support with associated startup costs.

Please feel free to reach out with any questions regarding this request.

Very Respectfully,

Austin B. Rodemaker
Executive Director



Visit our website by scanning the QR code!

**ADDENDUM TO U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS STATE
AND LOCAL FISCAL RECOVERY FUND (SLFRF) NONPROFIT SUBAWARD
CONTRACT**

between

LARAMIE COUNTY and UNACCOMPANIED STUDENT INITIATIVE.


1. **Parties:** This Addendum is made and entered into by and between Laramie County, Wyoming (COUNTY) and Unaccompanied Students Initiative (SUBGRANTEE). The parties agree as follows:
2. **Purpose of Addendum:** This Addendum shall constitute the first addendum to the U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund Nonprofit Subaward Contract between Laramie County and Unaccompanied Students Initiative, which was duly executed on July 19, 2022. The original Subaward provided SLFRF grant funds from the COUNTY to the SUBGRANTEE in order to assist with mitigating the impacts of COVID on nonprofits within Laramie County in the amount of \$55,000.00.

The purpose of this Addendum is to modify the Subaward contract number 220719-18E to reflect all federal requirements listed in 2 CFR § 200.332 for pass through entities receiving federal funds.

3. **Term of the Addendum.** This Addendum shall commence upon the date of the last required signature is affixed hereto, and shall remain in full force and effect through the term of the subaward contract, unless terminated pursuant to the provisions of the subaward, or pursuant to federal or state statute, rule or regulation.
4. **Payment.** No additional payment shall be made by parties to the others as a result of this Addendum.
5. **Additional Responsibilities of COUNTY.** The COUNTY shall not take on any additional duties as a result of this Addendum.
6. **Additional Responsibilities of COMPANY.** The SUBGRANTEE shall comply with the above stated information and the details found in Attachment A.
7. **Special Provisions**
 - A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Addendum, all terms and conditions of the Subaward Contract between the COUNTY and SUBGRANTEE including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
8. **General Provisions**

- A. Entirety of Grant Addendum.** This Addendum, consisting of 3 pages, Attachment A, 1 page, represent the entire and integrated Subaward Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

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By:  Date Dec 6, 2022
Troy Thompson, Chairman, Laramie County Commissioners

ATTEST:


By:  Date Dec 6, 2022
Debra Lee, Laramie County Clerk

SUBGRANTEE: UNACCOMPANIED STUDENTS INITIATIVE

By:  Date 29 Nov 22
Austin Robinson, Executive Director

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  Date 11/30/2022
Laramie County Attorney's Office

Attachment A

Sub-Recipient Pass-Through Information

Sub-recipient: Unaccompanied Students Initiative

UEI #: XSMHMSV1ZPM8

Sam Registration Active: Yes

Project ID: 220719-18E

Sub-recipient Program Area: 2 Negative Economic Impact, 2.34 Impacted Nonprofits

Federal Award Amount to Nonprofit: \$55,000.00

Local Match Amount: \$0.00

Period of Performance: March 3, 2021-May 31, 2023

Period and Start Date: July 19, 2022-May 31, 2023

Federal Award Identification Number (FAIN): Not Available

Assistance Listing Number (ALN): 21.027

Assistance Listing Number Title: American Recovery Program Act

Federal Project Description: The Coronavirus State and Local Fiscal Recovery Funds provide a substantial infusion of resources to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery.

Name of Federal Awarding Agency: U.S. Department of Treasury

Name of Pass through Entity: Laramie County, Wyoming

Contact Information for Pass through Entity:

Sandra Newland, Laramie County Grants Manager
310 W. 19th Street, Suite 320
Cheyenne, WY 82001
307-633-4201 and Sandra.newland@laramiecountywy.gov

Is this award for Research and Development? No

Pass-through Indirect Cost Rate: 0%

Sub-recipient Indirect Cost Rate: 0%

Amount of Federal Funds Obligated by Action: \$2,431,116.74

Total Federal Award: \$19,326,709.00

Federal Award Date: May 10, 2021

220719-18E

**U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS STATE AND LOCAL
FISCAL RECOVERY FUND (ARPA) NONPROFIT SUBAWARD CONTRACT
BETWEEN LARAMIE COUNTY AND UNACCOMPANIED STUDENTS INITIATIVE.**

This U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUND SUBGRANTEE AGREEMENT ("Grant Agreement") (CFDA #21.027) is made between Laramie County, State of Wyoming ("COUNTY"), whose address is 310 West 19th Street, Cheyenne, Wyoming 82001, and Unaccompanied Students Initiative, (SUBGRANTEE), whose address is 910 West Fox Farm Road, Cheyenne, Wyoming 82007. In consideration of the promises and covenants set forth below, the parties agree as follows:

WHEREAS, the COUNTY opened up ARPA funds to community nonprofits in a competitive application process; and

WHEREAS, it is the mission of the SUBGRANTEE to provide safe, stable housing and to develop support systems for high school students, ages 16 to 20 experiencing homelessness; and

WHEREAS, the COUNTY wishes to provide monies to the SUBGRANTEE for necessary support in relation to the negative impacts of COVID on Laramie County youth experiencing homelessness.

NOW, THEREFORE, the Parties agree as follows:

- 1) Purpose of Grant Agreement. The COUNTY shall provide U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery 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 American Rescue Plan program rules and regulations is a condition to SUBGRANTEE'S receipt of monies hereunder.

- (1) The Project responds to a disproportionately impacted population caused by the COVID-19 public health emergency.
- (2) The Project will result in providing necessary assistance to Laramie County in relation to providing services to youth experiencing homelessness.
- (3) Utilizes SLFRF-ARP funding for costs that:
 - (a) Are allowable, reasonable, and allocable under 2 CFR Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
 - (b) Do not duplicate financial assistance received from other federal sources;
 - (c) Do not exceed the total need for financial assistance;
 - (d) Were not incurred prior to March 3, 2021 or after May 31, 2023;
 - (e) Evidence commitment of all funding necessary to fund the Project

- (4) Are documented properly and provided as requested by the COUNTY for quarterly reporting as required by the U.S. Department of Treasury for SLFRF-ARPA finding.
- 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 March 3, 2021 through May 31, 2023 ("Term"); The Project shall be completed during the Term.
- 3) Payment. COUNTY agrees to grant monies to SUBGRANTEE as requested with submitted invoices to the grants manager. The total payment to SUBGRANTEE under this Grant Agreement shall not exceed \$55,000.00 ("Grant Award"). Payment will be made following SUBGRANTEE'S delivery to COUNTY of invoices detailing services performed in connection with the Project.
- 4) Responsibilities of SUBGRANTEE 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. SUBGRANTEE also agrees to comply with the Contract Provisions for Non-Federal Entity Contracts under Federal Awards found in 2 C.F.R. § Appendix II to Part 200.
- 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 pre award and will conduct site visits as necessary for sub-recipient monitoring.
- e) Reporting. Within 15 calendar days at the conclusion of each calendar quarter during the Term of this Grant Agreement, SUBGRANTEE shall furnish COUNTY with a report (Attachment B).
- f) 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 American Rescue Plan program rules and regulations for three years following COUNTY's date of notice to SUBGRANTEE of administrative closeout of the Grant.
- g) 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.
- 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 SLFRF American Rescue Plan 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 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 ten percent (10%) 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 ARPA program rules and regulations, then COUNTY and/or the U.S. Department of Treasury 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 U.S. Department of Treasury 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 ARPA requirements. COUNTY shall notify SUBGRANTEE of any state or federal determination of noncompliance.
- e) Attorneys' Fees: If COUNTY must 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 (9 pages), Attachment A, Application, (5 pages), Attachment B, Approved Budget, (1 page) and Attachment C, Reporting, (1 page) 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 ARPA 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) Force Majeure: The performance of this Grant Agreement by the parties shall be subject to force majeure including, but not limited to, acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, government regulations or advisory, recognized health threats as determined by the World Health Organizations, the Centers for Disease Control, or local government authority or health agencies (including, but not limited to, the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or other similar occurrence beyond the control of the parties, where any of those factors, circumstances, situations, or conditions or similar ones present, dissuade, or unreasonably delay the performance required by this Grant Agreement. This Grant Agreement may be canceled by any party, without liability, damages, fees, or penalty and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party.
- s) 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.
- t) Time is of the Essence: Time is of the essence in the performance by SUBGRANTEE of all provisions of the Grant Agreement.
- u) 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.
- v) Titles Not Controlling: Titles of sections are for reference only, and shall not be used to construe the language in this Grant Agreement.
- 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 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.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

- 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: 
Troy Thompson, Chairman
Laramie County Commissioners

July 19, 2022
Date:

By: 
Debra Lee, Laramie County Clerk


July 19, 2022
Date:

UNACCOMPANIED STUDENTS INITIATIVE

By: 
Austin Rodemaker

30 Jan 22
Date:

REVIEWED AND APPROVED AS TO FORM ONLY

By: 
Laramie County Attorney's Office

7/7/22
Date

Laramie County ARPA Subrecipient Risk Assessment

Subrecipient Name	Unaccompanied Students Initiative
DUNS Number and/or Unique Entity ID	XSMHMSV12PM8
Grant Program Name	ARPA CFDA# 21.027
Grant Amount	\$55,000.00
Grant Period	3/3/2021-5/31/2023
Date of Risk Assessment	6/17/2022

Section One-Monitoring

Risk Factors	Yes	No
Have any other entities alerted us to potential risk areas?		x
Is the applicant debarred, suspended, or show delinquent federal debt in sam.gov?		x
Is the Subaward more than \$25,000?	x	
Total "Yes" responses		1

Section Two-Reimbursements/Budgeting

Risk Factors	Yes	No
Has the entity been timely in responding to program/fiscal questions?	x	
Does the applicants accounting system segregate expenditures by funding source?	x	
Has the applicant managed federal funds in the past 24 months?	x	
Does the entity have the ability to report on program operations in a timely manner?	x	
Does the entity have a operations budget?	x	
Does the entity have a financial management system in place to track and record the program expenditures and generate invoices?	x	
Total "No" responses		0

Section Three-Operations

Risk Factors	Yes	No
Has the program had problems with staff retention?		x
Does the entity have any loss contingencies required to be disclosed on audited financial statements?		x
Does the entity lack effective procedures & controls for handling federal funds under 2 CFR Part 200?		x
Total "Yes" responses		0

*Use "x" as your tally mark.

Total of all Sections	1
0 to 4	Low Risk
5 to 8	Medium Risk
9 to 12	High Risk



Laramie County, Wyoming Application for Nonprofit Organizations Affected by the COVID-19 Pandemic

1. Name of Nonprofit Organization

Unaccompanied Students Initiative

2. Owner/Authorized Representative's Name

Austin Rodemaker

3. If applicable, Federal Tax Identification Number

83-2885380

4. Physical Address of your nonprofit organization

910 W Fox Farm Road, Unit B

Cheyenne, WY 82007

5. Primary Contact Person

Austin Rodemaker

6. Email address

home4youth@usinitiative.org

7. Telephone number

307-220-2391

8. Provide mission statement/purpose of your organization.

To provide safe, stable housing and to develop support systems for high school students, ages 16 to 20 experiencing homelessness.

9. Please describe how the COVID-19 pandemic has caused a negative impact to your nonprofit organization and/or the population you serve.

As a younger nonprofit, the COVID-19 shutdowns and restrictions really impeded our growth.

It is difficult to build a donor base when people are unaware of your organization or do not understand the void that your services fill. Teen homelessness is a very hidden issue so the everyday person

may not understand the severity of the issue. Furthermore, donors who are aware but may have underlying issues that keep them home, do not attend fundraisers and are unable to spread the word about our nonprofit. Our students were impacted as well by the quick need for virtual learning and the inability to integrate into the community which is a big aspect of our mission.

10. Program/Project

- a. Briefly describe the program/project you are requesting funds for:

We are requesting funding for bonuses and security at Unaccompanied Students Initiative, so that we can continue to house and protect the homeless teen population and help them finish school. The funds will be used to upgrade security, provide bonuses, and increase ability to provide services to the students.

- b. Describe the need for your program/project.

Our program runs a 24/7/365 oversight of the students which means we have a large amount of overhead. It is important to have this full coverage so that any student can receive help and support at any time and that we can monitor in case of emergencies. Our students are still learning independent living skills so we have an employee on site at all times. We want to increase our security to meet the current needs of our students.

- c. Identify any other organizations in Laramie County that address this need.

N/A - We are the only organization that focuses on homeless teens.

- d. Is this a new, existing or changed program?

Existing

- e. Specifically, what will you use ARPA funds for?

The funds will be used for retention bonuses for employees that are currently employed, services, and security. Our workers are essential because they need to be on location working with the students to escape their homelessness situation. Our revenue replacement is needed for our lost donation and fundraising opportunities which will be used to upgrade security and provide the much needed services to help the students.

- f. Who will benefit and how?

The students in our program will benefit because they will be able to maintain their

current structure. Our organization provides them a foundation to escape homelessness.

- g. How will you prevent the duplication of benefits to end users?

We are the only organization that works with high school aged students experiencing homelessness. The students would be unable to receive the services elsewhere.

- h. How many individuals/families will be served by this program/project?

Over the next year, 20 students will be served in Laramie County.

- i. How will these funds help you respond to, or recover from COVID-19?

These funds will help ensure that we can continue to house and help the students by being able to retain our essential employees who provide vital guidance to the students. COVID-19 introduced new challenges that our staff had to find ways to work around. We believe they should be compensated for their hard work and we can find ways to improve security to keep the students safe since they are home more due to COVID-19.

11. Project Outcomes

- a. If this is a continuing activity, describe measureable outcomes of your previous years' work regardless of funding source.

We currently carry an 81% success rate. This is determined by a student having independent living skills upon leaving our program and being able to thrive as an adult in society.

- b. Describe anticipated measureable outcomes for your proposed project/program.

We are anticipating an increase to an 85% success rate by the end of 2022 and an increase in local fundraising to over \$200,000.

12. Agency's Auditing and Fiscal Controls

- a. Briefly describe your agency's financial oversight/internal controls to minimize opportunities for fraud, waste and mismanagement.

As a nonprofit, our board of directors carries a fiduciary requirement to oversee spending to ensure there is no misuse of funds or any waste. We also have a policy in place to require board approval on expenditures over \$2,000.

- b. How does your agency plan to segregate ARPA funds from other agency funds for purposes of identification, tracking, reporting and audit?

The funds will be specifically used for bonuses and security. These operational costs are in a separate account from funds for other spending, which allows us to keep a close watch over the funds when it comes to reporting.

13. If applicable, please list the grand total revenue collected by your nonprofit organization in calendar year 2019 (documentation is required to support this figure).

\$284,636

14. If applicable, please list the grand total of revenue collected by your nonprofit organization in calendar year 2020 (documentation is required to support this figure).

\$509,446

15. If applicable, please list the grand total of revenue collected by your nonprofit organization in calendar year 2021 (documentation is required to support this figure).

\$526,331

16. How much are you requesting in Laramie County ARPA funds?

\$85,000

17. Is your organization facing any pending litigation or legal action? If yes, please explain.

No

18. Is your organization registered in Sam.gov to be eligible to receive federal funds?

Yes

Application Certification

By checking this box, you are certifying that the information provided herein is true and correct to the best of your knowledge.

Print Name Austin Hademaster Title Executive Director

Signature [Signature] Date 12 Apr 2020

Unaccompanied Students Initiative Approved Budget

<u>Category</u>	<u>Amount</u>
Bonuses for 3 Staff	\$ 15,000.00
Security	\$ 15,000.00
Student Support Services	\$ 25,000.00
	\$ 55,000.00

U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund

Laramie County ARPA Nonprofit Subgrantee Quarterly Report

CFDA #21.027

- 1. Describe the progress of the ARPA funded activities. Include in the narrative any issues or problems affecting the progress of the project.**
- 2. Please describe the impact the project is having on your agency in terms of clients served, deliverables, and community partnerships.**
- 3. What were your expenditures under the ARPA funds for the quarter and in what line item did they take place?**
- 4. What activities do you anticipate for the next quarter with ARPA funds?**
- 5. Any additional comments?**