

U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUND (ARPA) NONPROFIT SUBAWARD CONTRACT BETWEEN LARAMIE COUNTY AND GRACE FOR 2 BROTHERS FOUNDATION.

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 Grace for 2 Brothers Foundation (SUBGRANTEE), whose address is 1603 Capitol Ave, Ste 212, Cheyenne, Wyoming 82009. 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 suicide prevention through awareness, education and support; 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 suicide prevention efforts.

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 for suicide prevention efforts.
 - (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 \$82,850.00 ("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, (6 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.

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

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

LARAMIE COUNTY, WYOMING

By: _____
Troy Thompson, Chairman
Laramie County Commissioners

Date:

By: _____
Debra Lee, Laramie County Clerk

Date:

GRACE FOR 2 BROTHERS FOUNDATION

By:  _____
Jeremy Bay, Executive Director

7/1/22

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	Grace for 2 Brothers Foundation
DUNS Number and/or Unique Entity ID	HAKAVYX4ULU9
Grant Program Name	ARPA CFDA# 21.027
Grant Amount	\$82,850.00
Grant Period	3/3/2021-5/31/2023
Date of Risk Assessment	6/8/2022

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



Grace for 2 Brothers Foundation
C/O: Jeremy Bay, Executive Director
1603 Capitol Ave, Ste 212
Cheyenne, WY 82001
April 29, 2022

Laramie County Board of Commissioners,

The following is submitted for consideration of granting of American Recovery Act Funding:

1. Name of Non-profit organization: Grace for 2 Brothers Foundation
2. Authorized Representative: Jeremy D. Bay, Executive Director
3. Employer Identification Number: 27-1304145
4. Physical Address: 1603 Capitol Ave, Ste 212, Cheyenne, WY 82001
5. Primary Contact Person: Jeremy D. Bay
6. Email: jeremy.bay@gracefor2brothers.org
7. Telephone: 307 256 3344
8. Mission Statement: The Grace for 2 Brothers Foundation's primary mission is suicide prevention through awareness, education, and support. This includes providing resources, information, and assistance to those in a mental health crisis, caregivers and community and social supports, and postvention support following suicide loss or exposure. Additionally, the foundation provides case management services to increase social supports and promote self-efficacy.
9. Impact of COVID-19 on our organization and the community.: From an organizational perspective the pandemic affected our ability to perform normal fundraising efforts. Social distancing and public safety restrictions limited our ability to hold large scale funding events. Additionally, our ability to perform in-person education and awareness surrounding mental health and suicide in Laramie County. This has impacted the number of efficient, well trained mental health and suicide prevention gatekeepers in our community at-large (Cheyenne, Pine Bluffs, Burns, etc.).

Regarding direct impacts to Laramie County, since 2020, Laramie County had 53 suicides, the highest number in the state. Research provided by Mental Health America reports that Wyoming has the third highest population of people reporting thoughts of suicide or self-harm because of the pandemic. As a general guideline, it is estimated that 25 people attempt suicide for every completion, but that number can vary between 5-25% as a result of single vehicle accidents and substance overdose which cannot be determined as suicide with certainty. The most recent Laramie County Needs Assessment reported the per capita suicide rate in Laramie County as 25.1 per 100,000. This is double the national average and nearly triple the lowest states. The suicide rate in Laramie County has been consistent since the beginning of the pandemic, with the highest rate occurring in 2020. Economic, housing, and food insecurity contributed to perceived burdensomeness and thwarted belongingness, two-thirds of contributing factors to suicide in the interpersonal theory of suicide. The onset of COVID-19 contributed to increases in anxiety, depression, and loneliness – also contributing factors to suicide.

10. Program/Project Description:

- a. The Foundation is requesting funding to expand our capacity and ability to provide resources and training in Laramie County. This will be accomplished through increased availability of mental health awareness and suicide prevention/intervention training, expansion of availability of postvention services including temporary lodging and bio-hazard cleaning for those with direct exposure to suicide, increased distribution of firearm locks, locking medication boxes and containers, and expansion of community prevention and awareness programs that includes partnering with agencies that work with populations at a higher risk for suicide in an effort to apply interventions earlier and more often. In addition, funding will be used to train and educate the community in identifying the risk factors and warning signs of suicide alongside indications that one exposed to suicide might be experiencing complicated grief that also accompanies the trauma of a suicide loss. Funding is also requested to allow the foundation to store Narcan in the event of an intentional or accidental overdose. In addition, funding is requested to provide raises to our small staff. Both the executive director and case manager work at a rate far below the industry standard commensurate with their position, education, and experience. Bonuses are also requested to allow us to recognize the hard work and dedication this small staff exhibits daily in the face of such heavy work.
- b. Suicide continues as a public health concern in Laramie County. While we have worked hard to create a well-trained group of suicide preventionists in Laramie County, gaps still exist in both community prevention programs and support for those exposed to, or directly impacted by suicide loss. An estimated 135 people are affected by each suicide, with at least six being significantly impacted to the level that impacts their ability to perform daily tasks and functions. On average each suicide costs the community \$1.5 million in lost productivity and medical costs. However, research shows that every \$1.00 invested in suicide prevention can reduce the fiscal impact by \$2.50. 70% of suicides in Laramie County were completed with a firearm. Distribution of firearm locks facilitates space between ideation and action along with enabling discussion with community members surrounding removal of lethal means (including medications, sharps, etc).

- c. While there are many organizations that contribute to improved mental health and reduced suicide risk through affordable housing, food resources, and economic stability, the Grace for 2 Brothers Foundation is the only organization in the state (that we are aware of) that can assure funds will be fenced specifically for use in Laramie County.
 - d. Many of these programs currently exists, but additional funding will be beneficial to increasing our outreach throughout Laramie County. Funding will also improve the availability and quality of resources, frequency of training and our ability to retain a team that can support sustained suicide prevention efforts in the Laramie County Community.
 - e. ARPA funds will be used to provide industry comparable wages and bonuses for our team, purchase, and distribution of resources throughout the community with specific resources for older adults, service members, veterans and their family members, national guard and members for the reserve military force, men, women, LGBTQ+, adolescents, youth, and other gaps that are identified in service to our community. Funds will be used to purchase training materials for ASIST, safeTALK, Mental Health First Aid (including Train the Trainer), Youth Mental Health First Aid (including Train the Trainer), Connect, Question, Persuade, Refer, etc. Funds will be used to acquire and distribute Narcan, locking medication containers and boxes, and firearm locks.
 - f. Ideally, every resident of Laramie County would benefit through increased awareness surrounding mental health and suicide, however the best outcome would be if the efforts in Laramie County have a larger impact on community mental health and wellness across the state.
 - g. Duplication of benefits will be prevented through ongoing coordination with other community organizations and non-profits. Discussions surrounding efforts will be coordinated at meetings of the Laramie County Community Partnership and Behavioral Health Action Team meetings.
 - h. Our intent is for our outreach to impact each of the estimated 100,512 residents of Laramie County.
 - i. ARPA funds will improve our county outreach which will enable us to identify people at-risk for suicide or self-harm and link them to resources through case management services while training others to do the same. Our efforts will reduce both human and economic impacts of suicide in Laramie County.
- 11.
- a. Our outcomes are immediately measured through the number of trainings conducted and people reached in the community. An additional measure is the reduction of suicide in Laramie County and a reduction in firearm related suicides. Unfortunately, that information is currently 2 years arrears so it might take some time to compile results. Our larger hope is that having a significant positive impact will also have a positive impact on statewide suicide prevention efforts.
 - b. We anticipate that through increased education, training, and resource sharing with the community and community partners we will see an improvement in

access to mental health in Laramie County with an associated reduction in both self-harm and suicide.

12.

- a. Access to the foundation's bank accounts is limited to the Executive Director by bank withdraw or debit card with a purchase limit or by the board chair and treasurer by check. This method allows us to monitor accounts and address potential issues quickly. Funds are also addressed at month board meetings to validate fiscal integrity.
- b. If awarded, ARPA funds will be fenced for Laramie County in a separate financial institution exclusively for Laramie County Suicide Prevention.

13. \$135,303; 2019 990 included

14. \$210,952; 2020 990 included

15. \$276,511; 2021 preliminary included.

16. We are requesting \$284,600 in ARPA funds. This equates to approximately \$2.83 in suicide prevention in Laramie County per resident. Budget is included as an appendix to this letter.

17. The Grace for 2 Brothers Foundation is not facing pending litigation or legal action.

18. The Grace for 2 Brothers Foundation is registered in SAM and is eligible to receive federal funds.

Gratitude Reciprocates,



J. D. Bay
Executive Director

Appendix A – Budget

ASIST Materials and Training = \$64,000

QPR Materials and Training = \$38,400

MHFA Materials and Training = \$4,800

MHFA Train the Trainer (2) = \$4,400

Youth MHFA Materials and Training = \$4,800

Youth MHFA Train the Trainer (2) = \$4,400

safeTALK Materials and Training = \$4,000

Conversations about Lethal Means Train the Trainer for 10 = \$6,000

Connect from NAMI NH for 8 trainers - \$11,000

Hotels for Loss Survivors (Biohazard cleaning) = \$4,000

Biohazard cleaning: = \$40,000

Resources for suicide prevention, tobacco prevention/cessation, opioid prevention, Dcterra, ACES, DV/IPV, AOD, population specific, etc - \$20,000

Rifle Locks = \$2,600

Gun Locks = \$5,000

Locking Medication Lids = \$1,200

Employee Competitive Raises = \$50,000

Employee Bonuses = \$20,000

Grace for 2 Brothers Approved Budget

<u>Category</u>	<u>Amount</u>
Assist Materials & Training	\$ 16,000.00
QPR Materials & Training	\$ 9,600.00
MHFA Materials & Training	\$ 4,800.00
MHFA Train the Trainer	\$ 4,400.00
Youth MHFA Materials & Training	\$ 4,800.00
Youth MHFA Train the Trainer	\$ 4,400.00
SafeTALK Materials & Training	\$ 2,000.00
Lethal Means Train the Trainer	\$ 6,000.00
Resources for Suicide Prevention	\$ 10,000.00
Rifle Locks	\$ 2,600.00
Gun Locks	\$ 2,500.00
Locking Medication Lids	\$ 750.00
Employee Competitive Raises & Bonuses	\$ 15,000.00
TOTAL	\$ 82,850.00

U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUND (ARPA) NONPROFIT SUBAWARD CONTRACT BETWEEN LARAMIE COUNTY AND FAMILY PROMISE OF CHEYENNE.

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 Family Promise of Cheyenne (SUBGRANTEE), whose address is 2950 Spruce Drive, Cheyenne, Wyoming 82001. 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 is to provide children and families, who are experiencing homelessness with a shelter program, meals and supportive services through a unique partnership with multiple local faith-based communities; and

WHEREAS, the COUNTY wishes to provide monies to the SUBGRANTEE for necessary support in relation to the negative impacts of COVID on homeless and low income Laramie County citizens.

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 citizens in providing emergency services and necessary items for sustainability intended for the homeless and low-income population.
 - (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 \$57,489.79 ("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, (8 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:

By: _____
Debra Lee, Laramie County Clerk

Date:

FAMILY PROMISE OF CHEYENNE

By: Misty Saxon
Misty Saxon, Executive Director

7/7/22

Date:

REVIEWED AND APPROVED AS TO FORM ONLY

By: [Signature]
Laramie County Attorney's Office

7/2/98

Date

Laramie County ARPA Subrecipient Risk Assessment

Subrecipient Name	Family Promise
DUNS Number and/or Unique Entity ID	5G3RR3ED5JT4
Grant Program Name	ARPA CFDA# 21.027
Grant Amount	\$57,489.79
Grant Period	3/3/2021-5/31/2023
Date of Risk Assessment	7/7/2022

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 COVID-19 Pandemic

1. Name of Nonprofit Organization

Family Promise of Cheyenne

2. Owner/Authorized Representative's name

Misty Saxon, Executive Director

3. If applicable, Federal Tax Identification Number

83-0329171

4. Physical Address of your nonprofit organization

2950 Spruce Drive
Cheyenne, WY 82001

5. Primary Contact Person

Misty Saxon

6. Email address

Misty@familypromiseofcheyenne.org

7. Telephone number

307-772-8870

8. Provide mission statement/purpose of your organization

Our national mission is to help families experiencing homelessness and low-income families achieve sustainable independence through a community-based response

The mission of Family Promise of Cheyenne is to provide children and their families, who are experiencing homelessness with a shelter program, meals and supportive services through a unique partnership with multiple local faith-based communities.

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

We are providing temporary housing for minor children and their families facing homelessness. COVID closures caused immediate and negative impacts on our budget and services.

For 20 years, Family Promise of Cheyenne (FPC) used the rotation shelter model wherein we partnered with generous, faith-based organizations to provide overnight accommodations and meals at faith-based facilities. Families rotated from facility to facility until they could find permanent housing. The partnership provided accommodations at no cost to Family Promise of Cheyenne or our participants. This rotation model was no longer viable once COVID closures took effect in 2020.

Instead, we were forced to place our families in local motels; a method of shelter that was not sustainable. These costs totaled \$55,480 for 2020 and 2021 and these costs were never in our budget.

In early 2021 Family Promise of Cheyenne rented a house from the Cheyenne Unaccompanied Student Initiative, as we began searching for a "static shelter." A static shelter model is described as a stationary, stand-alone facility. We purchased the Natalie House from the Unaccompanied Student Initiative in February 2022 for \$365,000. In addition, FPC also had the expense to equip the house with everything from furniture to cookware. None of these expenses were within our budget. As of this date, the faith-based organizations are still not open to housing our guests at their facilities.

While adapting to our new model, we were forced to make serious cuts to our programming and determined our current funds would go to the Natalie House Shelter Program. This transfer of programming funds left us with little funding for our Emergency Services Program or our Educational Program.

Furthermore, our guests were impacted by COVID related closures and policies. The National Eviction Moratorium caused an even greater housing shortage. Our families were staying with us longer than our ordinary eight-week program. This was a domino effect: No housing available due to the moratorium, no place for our families to go from FPC programs; and therefore, more family housing and financial instability. We served fewer families in 2021 than in previous years.

10. Program/Project

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

The main focus of our funding request is to bring back the Emergency Services Program. Cheyenne faces a big gap for these services when it comes to families. Between the Family Promise of Cheyenne and Journey Center, only seven

families can be helped at any one time. With emergency funding we would be able to get families off the street into a temporary, warm place with food. In addition, these funds would assist families with gasoline to allow them to look for employment and permanent housing. A serious need in the community is for funds to help homeless families with unexpected, emergency medical costs.

A new program, Grow with Google, was awarded in to FPC January 2022. This is an educational program through Google. We were awarded ten scholarships for self-paced, educational programs in the technology field. Once a guest completes the program, they will have a certificate and be qualified for job opportunities. The starting pay for these career opportunities is around \$50,000.00 per year. We can offer these opportunities to anyone in Laramie County, not just our guests. We plan to invite individuals utilizing places such as Safe House, Recover Wyoming, Comea and Journey Center. Along with the career education, Google has also awarded us 13 different one-hour classes for individuals. These classes range from how to use google docs to how to use social media in a job search. These classes are also available for anyone in the community. We are asking for funds to build our own computer lab. The program has the space for the lab; however, we need the equipment. This computer lab will also be used for teaching budgeting, Good Tenancy and Fresh Start curriculums provided to us by our national affiliate.

The third program we are trying to fund is the Natalie House Shelter Program. This is an eight-week program that provides the guests a place to live, meals, education, and case-management at no cost to the guests. During their stay, our education program provides budgeting, establishing savings, being a good tenant, creating a life-organizational planner, and coaching to acquire pertinent documents and services. We are asking for the funds to equip the new shelter to make it feel more "homey." and the supplies for the day center to provide the tools necessary to help the guest get back on their feet.

b. Describe the need for your program/project.

According to the United States Interagency Council on Homelessness in 2020, on any given day there were at least 50 families in the state of Wyoming experiencing homelessness. In the Laramie County Community Partnership, Demographics Dashboard, it illustrates 9.9% of households live below the poverty level in Laramie County. The Community Action of Laramie County needs assessment states that 46.9% of families in Laramie County pay more than 30% of their income for rent. Family Promise of Cheyenne works with this population to eliminate homelessness through our shelter program for approximately 20 families per year by providing stable housing for eight weeks to help establish sound, practical life skills and obtain affordable housing.

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

The Journey Center at Comea Homeless Shelter provides similar services for families. We are different because the Journey Center is more of an emergency shelter, and we are a program offering temporary shelter while our guests complete our educational programs and receive intense case-management.

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

The Emergency Services Program had been part of our services prior to COVID-19. This program will be reestablished with this funding. The Natalie House Program is a shift in models. And, the Grow with Google program is a new program as of January, 2022.

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

Due to the financial impact of COVID, our program needs funds to offset the costs of reinstating our Emergency Services Program and to complete equipping the Natalie House. FPC also is asking for funds to complete a computer lab that can be used by all of Laramie County for our Grow with Google Program.

Following is a detailed budget of items these funds will provide.

<p style="text-align: center;">FAMILY PROMISE OF CHEYENNE BUDGET Laramie County, Wyoming Application for Nonprofit Organizations Affected by the COVID-19 Pandemic</p>

Item	Amount
Emergency Hotels, 50 weeks	\$25,300.00
Emergency Food, 200 family meals	\$10,000.00
Emergency Gasoline	\$3,000.00
Emergency Medical	\$5,250.00
Laptops for Lab, 11 laptops	\$6,434.89
Sofa	\$1,049.00
Coffee and side tables	\$350.00
Kitchen tables with chairs x3	\$1,422.00
Day Center Desktop Computers, 3 each	\$2,369.97
computer desks x3	\$347.97
TV stand	\$209.99
Desk chairs x3	\$239.97
Chairs for conference table x4	\$356.00
Bed frames x6 single	\$450.00
Dishes x4 sets	\$131.75

Flatware	\$63.33
Drinkware	\$82.63
Cups	\$82.63
Pots and pans	\$229.99
Knife set	\$35.70
Hand mixer	\$24.99
Kitchen utensils	\$44.99
Cutting boards	\$13.99
TOTAL GRANT REQUEST	\$57,489.79

f. Who will benefit from and how?

Minor children and their families experiencing homelessness and housing instability will benefit from this funding. Families accessing our Emergency Services Program will receive temporary shelter and food when the Natalie House occupancy is full. Emergency gas and medical assistance will be available to all minor children and their families experiencing poverty who are searching for employment and housing or have emergency health needs.

The educational programming, which allows families an opportunity to learn essential life skills through Family Promise national curriculum is available to all families in the community. Furthermore, through the educational grants from Google we can help individuals in the community, not just our guests, but anyone in Laramie County.

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

Awarded funds go directly to the Emergency Services Program. These services are needed beyond available resources in Cheyenne. We screen all applicants and are in communication with other agencies with similar programs that assist this population to ensure services are not duplicated. Funds will also go to the Grow with Google Program to provide educational units. Because Family Promise curriculum and Grow with Google are specific to FPC National and its affiliates, it cannot be duplicated in Cheyenne. The Natalie House items will be used only for those families staying in the shelter.

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

With the Emergency Services Program we are asking for the funds for approximately 50 weeks of hotels stays, 200 family meals, 60 families with gas and 35 trips to urgent care. Approximately 20 families will be served through our Natalie House Program. This calculates to about 80 people depending on the size of each family living in the Natalie House. In our Grow with Google

educational programs, we provide the 10 scholarships for technology certificates and 13 of the one-hour seminars in which we can have 10 participants at a time or 130 individuals.

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

This funding will enable FPC to reestablish our Emergency Services Program, which was suspended because funding was needed to serve our static shelter program during COVID. The funds will assist in equipping the Natalie House with necessary items for guest use, and the Grow with Google Program will allow us to rebuild our educational component. One hundred percent of the funds will be used for programming.

11. Project Outcomes

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

In 2021 our organization was able to help 13 families find permanent housing and keep 45 people from homelessness. We also helped 88 families pay their rent and utilities to avoid eviction and loss of heat and electricity.

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

April 2022 to April 2023, the Emergency Services Program will serve approximately 50 families with temporary shelter and meals and 60% will find housing; 140 individuals will receive educational services with Grow with Google, and 75% will complete their training; and 20 families will be served in the Natalie House Program; 80% will find permanent, stable housing and become self-sufficient.

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.

Family promise has a three-part process for minimizing fraud, waste, and mismanagement. The Executive Director initiates all expenditures and deposits all money. The outside bookkeeper processes payments and reconciles deposits. The outside bookkeeper also inputs all information into the accounting software. The Board of Directors Treasurer supervises the bookkeeper. The third part of the process requires that one of five designated board members sign all checks before anything can be paid. Financial reports are presented to the full board on a monthly basis for their review.

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

The ARPA funds will have their own restricted general ledger codes for deposits and expenditures. Every deposit and requisition will be added to the accounting software under these specific accounting codes. Copies of each deposit and requisition for this project will be kept in a separate file to verify and document every dollar spent or deposited.

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

The total revenue for the year 2019 was \$212,031.73. See attachment A.

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)

The total revenue for the year 2020 was \$305,383.58. See attachment B.

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)

The total revenue for the year 2021 was \$174,225.27. See attachment C.

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

Family Promise of Cheyenne is requesting \$81,126.93 for the Natalie House Component of our program.

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

The organization is not facing any pending litigation or legal action.


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

Yes, we are registered with Sam.gov through February 2023.

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 **Misty Saxon** Title **Executive Director**

Signature  Date **4-28-20**

Family Promise Approved Budget

<u>Category</u>	<u>Amount</u>
Emergency Hotels	\$ 25,300.00
Emergency Food	\$ 10,000.00
Emergency Fuel	\$ 3,000.00
Emergency Medical	\$ 5,250.00
Computers	\$ 6,434.89
Household items	\$ 7,504.90
	\$ 57,489.79

U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUND (ARPA) NONPROFIT SUBAWARD CONTRACT BETWEEN LARAMIE COUNTY AND FRIDAY FOOD BAG FOUNDATION.

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 Friday Food Bag Foundation (SUBGRANTEE), whose address is 600 E. Carlson Street, Cheyenne, Wyoming 82009. 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 partner with the community to provide nutritious food to children who might not eat well - or at all – on the weekends; 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.

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 in providing nutritious food.
- (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 \$100,000.00 ("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:

By: _____
Debra Lee, Laramie County Clerk

Date:

FRIDAY FOOD BAG FOUNDATION

By: PM Tyrrell
~~Erin Berry~~ Peaches Tyrrell
FFBF President

Date: 6/9/2022

REVIEWED AND APPROVED AS TO FORM ONLY

By: [Signature]
Laramie County Attorney's Office

Date: 7/8/22

10. Program/Project

- a. Briefly describe the program/project you are requesting funds for:
Friday Food Bag Foundation is requesting funds to support its purchase of single serve, nutritious, non-perishable food that it delivers each week to schools in LCSD#1 and LCSD#2 for children that may not eat over the weekends.
- b. Describe the need for your program/project:
Friday Food Bag Foundation delivers approximately 1,000 bags of food to LCSD#1 and LCSD#2 students every week. The cost of this is approximately \$7,500.00 per week. Our current funding does not provide enough bags for every eligible child every week. This grant could assist Friday Food Bag Foundation in providing more food to children in Laramie County that need it.
- c. Identify any other organizations in Laramie County that address this need:
The COMEA shelter provides dinner on weekends. Additionally, JustCaring, E-Free Church, and Element Church provide lunches once a month on weekends. There are various other organizations that provide food pantries; however, no other organization provides food to directly send home to Laramie County students for the weekend.
- d. Is this a new, existing or changed program?
Existing.
- e. Specifically, what will you use ARPA funds for?
Friday Food Bag Foundation will use ARPA funds for purchase of the nutritious, non-perishable food it delivers each week to Laramie County students. As of today, Friday Food Bag Foundation's current cost per week to deliver 1016 bags of food is \$7,342.43. We anticipate that number will go up soon as we have some high schools requesting additional bags. Estimating \$8,000.00 per week would allow us to use the requested \$100,000.00 to cover food for our bags for approximately 12.5 weeks. At our current costs, the requested \$100,000.00 would cover food for approximately 14 weeks. If awarded the ARPA funds, Friday Food Bag Foundation would use those funds first to ensure they are depleted prior to the March 31, 2023 deadline. The 2022-2023 school year begins on August 24, so the ARPA grant would allow us to cover the costs of our food for approximately the first 13 weeks, meaning the funds would be depleted by mid-November of 2022. In all, the requested \$100,000.00 would provide food for approximately 13,000 bags of food to be delivered to Laramie County students.
- f. Who will benefit and how?
Laramie County students will benefit immediately from these funds through delivery of non-perishable, nutritious food each week.
- g. How will you prevent the duplication of benefits to end users?

Laramie County ARPA Subrecipient Risk Assessment

Subrecipient Name	Friday Food Bag Foundation
DUNS Number and/or Unique Entity ID	CHKLJVHNGDM5
Grant Program Name	ARPA CFDA# 21.027
Grant Amount	\$100,000.00
Grant Period	3/3/2021-5/31/2023
Date of Risk Assessment	6/8/2022

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:
Friday Food Bag Foundation.
2. Owner/Authorized Representative's Name:
Erin Berry, Board Member.
3. If applicable, Federal Tax Identification Number:
27-1587170.
4. Physical Address of your nonprofit organization:
600 E Carlson Street, Cheyenne, WY 82009.
5. Primary Contact Person:
Erin Berry.
6. Email address:
eberry@hirstapplegate.com.
7. Telephone number:
307-632-0541.
8. Provide mission statement/purpose of your organization:
The mission of Friday Food Bag Foundation is to partner with the community to provide nutritious food to children who might not eat well - or at all - on the weekends. Friday Food Bag Foundation is operated 100% by volunteers. We deliver bags of single serve, nutritious, non-perishable food to schools in LCSD#1 and LCSD#2 for distribution to children each week during the school year.
9. Please describe how the COVID-19 pandemic has caused a negative impact to your nonprofit organization and/or the population you serve:
COVID-19 has exacerbated food insecurity in the children of Laramie County. Many parents lost their jobs in the beginning of the pandemic. According to Feeding America, food insecurity was at its lowest in nearly 20 years prior to the pandemic. Now, approximately three million more children are likely to experience food insecurity, many as a result of COVID-19. Further, inflation, driven in part by COVID-19, has led to a drastic increase in food costs for the Friday Food Bag Foundation. For the 2021-2022 school year, the cost per bag of food increased to \$7.50 from \$5.00 the previous year. We provide approximately 1,000 bags per week, so the increase in cost has significantly affected our organization. Further, inflation will likely contribute to increased rates of food insecurity in the children of Laramie County, thus increasing the number of children eligible to receive bags from Friday Food Bag Foundation. The combined force of inflation, driven by the COVID-19 pandemic, will result in not only increased prices to Friday Food Bag Foundation, but likely an increase in the number of children our organization needs to serve.

10. Program/Project

- a. Briefly describe the program/project you are requesting funds for:
Friday Food Bag Foundation is requesting funds to support its purchase of single serve, nutritious, non-perishable food that it delivers each week to schools in LCSD#1 and LCSD#2 for children that may not eat over the weekends.
- b. Describe the need for your program/project:
Friday Food Bag Foundation delivers approximately 1,000 bags of food to LCSD#1 and LCSD#2 students every week. The cost of this is approximately \$7,500.00 per week. Our current funding does not provide enough bags for every eligible child every week. This grant could assist Friday Food Bag Foundation in providing more food to children in Laramie County that need it.
- c. Identify any other organizations in Laramie County that address this need:
The COMEA shelter provides dinner on weekends. Additionally, JustCaring, E-Free Church, and Element Church provide lunches once a month on weekends. There are various other organizations that provide food pantries; however, no other organization provides food to directly send home to Laramie County students for the weekend.
- d. Is this a new, existing or changed program?
Existing.
- e. Specifically, what will you use ARPA funds for?
Friday Food Bag Foundation will use ARPA funds for purchase of the nutritious, non-perishable food it delivers each week to Laramie County students. As of today, Friday Food Bag Foundation's current cost per week to deliver 1016 bags of food is \$7,342.43. We anticipate that number will go up soon as we have some high schools requesting additional bags. Estimating \$8,000.00 per week would allow us to use the requested \$100,000.00 to cover food for our bags for approximately 12.5 weeks. At our current costs, the requested \$100,000.00 would cover food for approximately 14 weeks. If awarded the ARPA funds, Friday Food Bag Foundation would use those funds first to ensure they are depleted prior to the March 31, 2023 deadline. The 2022-2023 school year begins on August 24, so the ARPA grant would allow us to cover the costs of our food for approximately the first 13 weeks, meaning the funds would be depleted by mid-November of 2022. In all, the requested \$100,000.00 would provide food for approximately 13,000 bags of food to be delivered to Laramie County students.
- f. Who will benefit and how?
Laramie County students will benefit immediately from these funds through delivery of non-perishable, nutritious food each week.
- g. How will you prevent the duplication of benefits to end users?

Friday Food Bag Foundation has a robust system through which it ensures that the proper number of bags are delivered each week to the schools. Friday Food Bag Foundation works closely with social workers in the school district to ensure the food goes to students that need it and are eligible.

- h. How many individuals/families will be served by this program/project?
1,000 Laramie County children are served by Friday Food Bag Foundation each week.
- i. How will these funds help you respond to, or recover from COVID-19?
Friday Food Bag Foundation does not have the funds to provide all eligible children with food each week for the school year. This is particularly true given the increase in the number of students eligible for our program. These funds will assist Friday Food Bag Foundation in providing food for all eligible students that need it. Additionally, these funds will assist Friday Food Bag Foundation in adapting to the increase in food costs caused by supply chain disruptions as a result of the COVID-19 pandemic.

11. Project Outcomes

- a. If this is a continuing activity, describe measureable outcomes of your previous years' work regardless of funding source.
During the school year of 2020-2021, Friday Food Bag Foundation delivered approximately 37,000 food bags to children in Laramie County.
- b. Describe anticipated measurable outcomes for your proposed project/program.
Friday Food Bag Foundation anticipates delivering approximately 39,000 food bags to children in Laramie County during the 2021-2022 school year.

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.
Receipts and deposits are handled by our organization's Treasurer. Supplies are ordered by a separate board member and the invoices are collected and presented to the Treasurer for payment. Each month, the Treasurer presents a detailed revenue and expense report to the Board for its review and approval.
- b. How does your agency plan to segregate ARPA funds from other agency funds for purposes of identification, tracking, reporting and audit?
ARPA funds will be accounted for on a separate spread sheet. All expenditures associated with ARPA funds will be tracked and listed on this separate spreadsheet with support documents filed separately from other routine activity to provide proper identification, tracking, and 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).

\$296,596.89. See attached revenue documentation for 2019.

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).

\$312,768.22. See attached revenue documentation for 2020.

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).

\$301,627.37. See attached revenue documentation for 2021.

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

Friday Food Bag Foundation requests any amount Laramie County sees fit and appropriate. Given the increase in food costs, \$100,000.00 would be extremely beneficial to the organization and would be used to ensure we reach and serve more children in Laramie County.

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

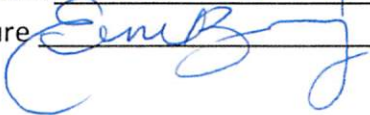
No.

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 Erin Berry Title Board Member
Signature  Date 4/8/22

YEAR 2019													
INCOME	JAN	FEB	MAR.	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTALS
DONATIONS	\$8,024.32	\$2,839.20	\$8,712.45	\$3,011.22	\$8,453.09	\$4,987.83	\$4,640.48	\$7,040.82	\$10,699.16	\$4,017.64	\$5,765.39	\$35,657.66	\$103,849.26
FUND RAISING	\$0.00	\$0.00	\$18,000.00	\$0.00	\$1,242.00	\$0.00	\$44,108.00	\$0.00	\$9,750.00	\$0.00	\$0.00	\$0.00	\$73,100.00
ADOPT A BAG	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,600.00	\$8,600.00	\$500.00	\$3,175.00	\$1,975.00	\$28,850.00
Kick Off For Kids	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00
PAY-PAL and other service provider pymts	\$300.00	\$500.00	\$0.00	\$0.00	\$0.00	\$1,655.00	\$0.00	\$570.00	\$45.00	\$250.00	\$240.00	\$3,640.00	\$7,200.00
GRANTS	\$1,000.00	\$20,000.00	\$250.00	\$3,000.00	\$5,000.00	\$5,508.00	\$250.00	\$0.00	\$14,000.00	\$7,500.00	\$0.00	\$20,000.00	\$76,508.00
Endowment Fund taxable Earnings	\$36.71	\$27.45	\$39.78	\$28.32	\$27.57	\$128.45	\$30.16	\$31.72	\$47.91	\$34.51	\$32.42	\$97.10	\$562.10
INTEREST MMK ACCOUNT	\$121.85	\$110.20	\$122.15	\$118.36	\$122.45	\$118.65	\$127.40	\$150.40	\$134.10	\$138.75	\$134.46	\$128.76	\$1,527.53
TOTAL INCOME	\$14,482.88	\$23,476.85	\$27,124.38	\$6,157.90	\$14,845.11	\$12,397.93	\$49,156.04	\$22,392.94	\$43,276.17	\$12,440.90	\$9,347.27	\$61,498.52	\$296,596.89

YEAR 2020													
INCOME	JAN	FEB	MAR.	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTALS
DONATIONS	\$6,638.29	\$16,997.14	\$18,179.58	\$30,978.70	\$6,708.68	\$7,279.70	\$1,248.90	\$16,092.53	\$4,364.43	\$6,102.35	\$4,089.80	\$24,713.80	\$143,393.90
FUND RAISING	\$0.00	\$0.00	\$3,537.48	\$50.00	\$0.00	\$0.00	\$0.00	\$15,563.00	\$8,630.00	\$0.00	\$0.00	\$108.91	\$27,889.39
ADOPT A BAG	\$250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,296.00	\$18,850.00	\$1,350.00	\$8,200.00	\$36,946.00
Thankful Thursday	\$0.00	\$500.00	\$22,253.04	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,753.04
PAY-PAL and other service provider pymts	\$1,065.00	\$125.00	\$0.00	\$2,915.00	\$0.00	\$1,075.00	\$45.00	\$20.00	\$620.00	\$545.00	\$0.00	\$3,220.00	\$9,630.00
GRANTS	\$6,250.00	\$250.00	\$10,000.00	\$2,500.00	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$250.00	\$10,000.00	\$18,500.00	\$67,750.00
Endowment Fund taxable Earnings	\$42.75	\$31.22	\$69.15	\$33.34	\$36.87	\$80.73	\$36.82	\$58.45	\$71.87	\$36.46	\$38.52	\$2,837.74	\$3,373.92
INTEREST MMK ACCOUNT	\$173.82	\$180.00	\$192.64	\$62.65	\$64.75	\$50.15	\$51.84	\$51.86	\$50.20	\$51.89	\$50.24	\$51.93	\$1,031.97
TOTAL INCOME	\$14,419.86	\$18,083.36	\$54,231.89	\$36,539.69	\$26,810.30	\$8,485.58	\$1,382.56	\$31,785.84	\$22,032.50	\$25,835.70	\$15,528.56	\$57,632.38	\$312,768.22

2021 Overview													
INCOME	JAN	FEB	MAR.	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTALS
DONATIONS	\$14,998.80	\$17,322.60	\$40,175.48	\$4,594.30	\$8,388.41	\$3,765.30	\$2,009.30	\$2,407.20	\$4,278.10	\$7,397.70	\$4,724.30	\$20,210.10	\$130,271.59
FUND RAISING	\$5,053.00	\$14,548.07	\$402.75	\$0.00	\$0.00	\$40,000.00	\$0.00	\$0.00	\$0.00	\$12,450.00	\$0.00	\$0.00	\$72,453.82
ADOPT A BAG	\$1,250.00	\$500.00	\$255.00	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,900.00	\$9,855.00	\$2,850.00	\$1,390.00	\$27,050.00
Thankful Thursday	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PAY-PAL and other service provider pymts	\$6,715.00	\$515.00	\$0.00	\$15.00	\$0.00	\$725.00	\$1,340.00	\$0.00	\$540.00	\$950.00	\$737.00	\$3,200.00	\$14,737.00
GRANTS	\$17,350.00	\$0.00	\$0.00	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,500.00	\$1,780.00	\$0.00	\$25,500.00	\$50,130.00
Endowment Fund taxable Earnings	\$51.64	\$42.16	\$86.06	\$44.08	\$41.66	\$122.75	\$42.69	\$29.03	\$51.73	\$32.21	\$36.45	\$5,359.02	\$5,939.48
INTEREST MMK ACCOUNT	\$51.95	\$46.94	\$51.98	\$50.32	\$70.10	\$102.82	\$116.96	\$117.00	\$113.26	\$117.08	\$113.34	\$93.73	\$1,045.48
TOTAL INCOME	\$45,470.39	\$32,974.77	\$40,971.27	\$7,753.70	\$8,500.17	\$44,715.87	\$3,508.95	\$2,553.23	\$18,383.09	\$32,581.99	\$8,461.09	\$55,752.85	\$301,627.37

Friday Food Bag Foundation Approved Budget

<u>Category</u>	<u>Amount</u>
Food Costs	\$ 100,000.00
TOTAL	\$ 100,000.00

**U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS STATE AND LOCAL
FISCAL RECOVERY FUND (ARPA) NONPROFIT SUBAWARD CONTRACT
BETWEEN LARAMIE COUNTY AND THE PLATTE RIVERS VETERANS FLY
FISHING.**

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 Platte Rivers Veterans Fly Fishing, (SUBGRANTEE), whose address is 3912 Carey Ave., Cheyenne, Wyoming 82001. 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 military veterans and active duty personnel with the opportunity to enjoy the mental health benefits of fly fishing and related activities; 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 veterans for mental health and recreational services.

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 mental health services through recreational opportunities.
 - (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 \$14,793.00 ("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, (9 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

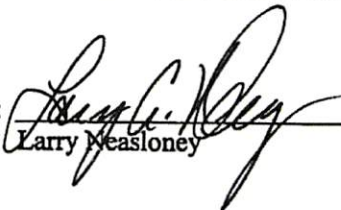
By: _____
Troy Thompson, Chairman
Laramie County Commissioners

Date:

By: _____
Debra Lee, Laramie County Clerk

Date:

PLATTE RIVERS VETERANS FLY FISHING

By:  _____
Larry Neasloney

6/29/2022
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	Platte Rivers Veterans Fly Fishing
DUNS Number and/or Unique Entity ID	TW56N9YHHH54
Grant Program Name	ARPA CFDA# 21.027
Grant Amount	\$14,793.00
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		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		2

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	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

Platte Rivers Veterans Fly Fishing

2. Owner/Authorized Representative's

Name____Larry Neasloney

3. If applicable, Federal Tax Identification

Number_____81-1618256

4. Physical Address of your nonprofit organization_____3912 Carey Ave.

Cheyenne WY 82001_____

5. Primary Contact

Person_____Larry Neasloney

6. Email

address____laneasloney@gmail.com_____

7. Telephone number_____307-631-8167

8. Provide mission statement/purpose of your
organization._____

Founded in 2011, we provide military veterans and active duty personnel with the
opportunity to enjoy the mental health benefits of fly fishing and related activities

like rod building and fly tying. These activities are provided at no cost to each veteran. Our motto *"The water holds no scars"* captures the essence of our program. _____

To view a 27 minute video of our signature event, "The Honor Float" go to
:https://platterivers.com/fly-fishing-trips/multi-day-trips/honor-float/

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 forced to cancel our fundraising banquet in both 2020 and 2021. This event is our primary source of revenue and we typically net at least \$60,000 from each banquet. 2020 also saw the cancellation of our golf tournament which netted up to \$18,000 in other years.

In 2020 we cancelled all in person activities such as multi-day fishing trips, fly tying, and rod building. We eventually resumed single day fishing trips with strict COVID guidelines (temperature screening, mask wearing while in close contact and a CDC approved questionnaire.)

In January of 2021 we resumed our winter fly tying sessions using Zoom. We did reach many veterans with this technology that otherwise may have been isolated.

10. Program/Project

- a. Briefly describe the program/project you are requesting funds for:
We supply veterans free of charge a fly rod kit that each veteran uses to construct a fly rod from scratch. This program is very popular and is a major line item in each year's budget.

We also take dozens of veterans on multi-day trips each year. The fuel and lodging costs are significant (see 16. below for costs).

We have memberships to several private fishing organizations that provide our participants with a high quality fishing experiences.

We can easily track and report any activities that have been earmarked to us ARPA funds.

- b. Describe the need for your program/project.
As demands for our services increase so do our costs. Even though we are a 100% volunteer organization and every dollar raised, donated or granted to us goes directly to supporting veterans, we must continually raise funds to sustain our mission.

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

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

___existing_____

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

Rod building kits

Lodging expenses

Fuel expenses

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

Military veterans and active duty personnel.

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

We have a trip committee that maintains a database of participants. We strive to include every trip applicant to the extent that space allows.

The first fly rod that a veteran builds is free of charge. Subsequent rod kits are sold to veterans at our cost. A list of rod building participants is maintained by the rod building instructors.

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

We have approximately 250 registered participants in Laramie County. Our program, either through fishing trips, fly tying or rod building, reaches at least 150 veterans each year.

- i. How will these funds help you respond to, or recover from COVID19?

These funds will help replace the lost banquet revenue of 2020 and 2021. More funds will allow us to provide services to the growing number of veteran participants.

11. Project Outcomes

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

We lose veterans to suicide at an alarming rate. Our program has had a direct impact on many combat veterans who were struggling to adjust to life after the military. Many of these veterans credit Platte Rivers Veterans Fly Fishing with a life altering if not life saving experience.

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

We have had a recent sharp increase in veteran registration lately and most of these veterans have a 50% or greater disability rating from the Veterans Administration. We will continue to provide mental health benefits to the local veteran community.

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.

Our financial assets are held at 2 local institutions. The board president, vice president, and treasurer all have full access to these accounts and may review any transaction at any time.

All credits and debits are reconciled monthly by the treasurer and reported monthly to the Board of Directors.

A complete financial and budgetary review are presented by the treasurer to the board bi-annually. Any board member can request a detailed analysis of all transactions at any time.

PRVFF's tax return is prepared and submitted by DAPCPA RPO, LLC.

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

We would create a new checking account to hold the ARPA funds and pay designated expenses with these earmarked funds.

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).

_____ \$104,160.00 _____ pdf attached: password = 8256

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).

_____ \$140,524.00 _____

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).

_____ \$78,276.00 _____ spreadsheet attached: see Rev Summary tab

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

Rod Building kits: 50 kits @ \$100 each. Total: \$5,000.

Travel (fuel) Expenses: 10 vehicles @ \$50 each. Total: \$5,000_

Lodging (Soldier Day, Dubois, Miracle Mile): Total: \$4,793

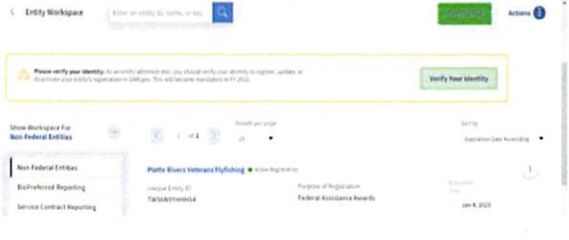
__Total Requested: \$14,793

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.

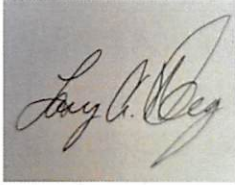
__Yes. _____



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 __Larry A. Neasloney__ Title __Treasurer_____

Signature  _____ Date __4/27/2022_____

Platte Rivers Veterans Fly Fishing Approved Budget

<u>Category</u>	<u>Amount</u>
Rod Building Kits (50)	\$ 5,000.00
Travel Expenses	\$ 5,000.00
Lodging	\$ 4,793.00
	\$ 14,793.00

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?**

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 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 \$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

Date:

By: _____
Debra Lee, Laramie County Clerk

Date:


UNACCOMPANIED STUDENTS INITIATIVE

By:  _____
Austin Rodemaker

30 Jun 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	XSMHMSV1ZPM8
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 or 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 Rodemaker Title Executive Director

Signature  Date 22 Apr 2022

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 (ARPA) NONPROFIT SUBAWARD CONTRACT
BETWEEN LARAMIE COUNTY AND THE WYOMING BREAST CANCER
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 the Wyoming Breast Cancer Initiative, (SUBGRANTEE), whose address is PO. Box 2541, Cheyenne, Wyoming 82003. 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 increase breast cancer awareness and prevention across 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 for healthy preventive breast cancer measures.

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 preventive services to 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 \$12,500.00 ("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, (10 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:

By: _____
Debra Lee, Laramie County Clerk

Date:

WYOMING BREAST CANCER INITIATIVE

By: Mary A. Throne
Mary Throne, Board President

July 5, 2022

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	Wyoming Breast Cancer Initiative
DUNS Number and/or Unique Entity ID	J64CZM3R47L5
Grant Program Name	ARPA CFDA# 21.027
Grant Amount	\$12,500.00
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		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		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	0
0 to 4	Low Risk
5 to 8	Medium Risk
9 to 12	High Risk



April 28, 2022

Laramie County Commissioners
309 W. 20th Street
Cheyenne, Wy 82001

RE: American Recovery Act Program (ARPA) Laramie County Grant Application

Dear Commissioners,

Thank you for considering the Wyoming Breast Cancer Initiative (WBCI) as a recipient of ARPA funding. WBCI is a volunteer-led nonprofit that raises funds to grant back into Wyoming breast cancer prevention programs. This grant focuses on campaign to improve preventive health in Laramie County.

Attached please find:

- ARPA application
- Board of Directors
- 2019-2021 Actual Budgets
- 2022 Proposed Budget
- W-9 letter

To the best of our knowledge, this application is complete per the ARPA requirements. If you would have questions or need more information, please contact me at vp@wyomingbreastcancer.org or call 307-340-1915.

Thank you for your service to Laramie County.

Laurie Heath
WBCI Board Vice President

WYOMING BREAST CANCER INITIATIVE
PO BOX 2541, CHEYENNE WY 82003
INFO@WYOMINGBREASTCANCER.ORG
307-840-WBCI

WWW.WYOMINGBREASTCANCER.ORG FACEBOOK.COM/WYOMINGBREASTCANCER.ORG

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 Breast Cancer Initiative*

2. Owner/Authorized Representative's

Name_ *Mary Throne, Board President*

3. If applicable, Federal Tax Identification

Number *83-2544418*

4. Physical Address of your nonprofit

organization_ *Volunteer-led board with home offices of staff, based in Cheyenne. PO Box 2541, Cheyenne Wyoming 82003*

5. Primary Contact

Person *Laurie Heath*

6. Email

address *vp@wyomingbreastcancer.org*

7. Telephone

Number *307-840-9224 or 307-340-1915*

8. Provide mission statement/purpose or your

organization. *To increase breast cancer awareness and prevention across Wyoming*

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

Covid-19 did impact the Wyoming Breast Cancer Initiative's (WBCI) funding but more concerning is the after effect of Covid-19 causing decreased cancer screening and thus, more late-stage diagnoses when preventive health services were shut down due to Covid-19 restrictions. In 2020, mammograms were deemed a non-essential medical service and many women postponed vital preventive health services for a period of time. Additionally, hesitance to go to healthcare providers continued into 2021. This impact was felt across the world in cancer care.

As Wyoming emerged from the Covid-19 pandemic, one of the greatest long-term travesties is the late-stage cancer diagnoses leading to increased mortality. Peer reviewed articles (AJMC Oct 20) identify as much as an 85% decline in breast cancer screening during April 2020 compared to 2019 and it is conservatively predicted >10,000 US deaths in the next 10 years related to Covid-shuttered screenings. One WBCI grantee shared a story of a woman who had history of breast cancer 28 years prior and faithfully had mammograms. She skipped her mammogram in 2020 and when she was able to get one in January 2021, she had stage III invasive breast cancer with over one year of treatment ahead of her. This story is sadly repeated across multiple communities. Breast cancer when detected early yields a 95% 5-year survival rate, making early detection screens in Laramie County an excellent investment.

WBCI is a volunteer-led organization that started in 2016 with the intent to provide funding to Wyoming breast cancer programs. Wyoming is ranked last or near last for breast cancer screening for most demographics. WBCI is committed to provide funding through community grants and through an early detection program with the Wy Dept. of Health's Wyoming Cancer Program (WCP). Since inception, WBCI has granted >\$670,000 into 98 community programs and early detection funds.

10. Program/Project

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

The WBCI funds two grant programs available to all 23 counties - Community Grants and Early Detection Funding Grants. The Early Detection Funding Grants program has recently evolved through an exciting partnership with the WCP. WBCI is seeking ARPA funds to support this Early Detection program.

In short, the WCP has federal funding through CDC's Breast and Cervical Cancer (BCC) program. But this funding is eligibility limited to only women, >40 years old, uninsured and <250% poverty level. This means that Wyoming residents who are men, under-insured (high deductibles), < 40 years old, or have an income >250% of poverty level could not qualify for the federal funds. WBCI funds that are held at the DOH are used to fill the gap- without age, sex, insurance status or socio-economic eligibility requirements. To further improve the program, standard Medicaid rates are billed. The providing hospital, imaging center, or other facility must accept CMS patients, which approximately 97% in Wyoming do. This program ensures the applicant will not bear unnecessary costs and the provider will be paid for services.

The opportunity to bring WBCI funding under state management did not change the autonomy of WBCI funds, did not add any administrative fees, and is still used to meet the 'gap' for those women and men who do not qualify for the BCC funds. WBCI raises funds through events, grant funds like ARPA and donations to annually fund its two grant programs.

The implementation of the WCP/WBCI early detection funds is a powerful collaboration to expand WBCI's reach into counties like Laramie County for preventive health. The implementation of this opportunity is worth crediting to the WCP as they utilized the state's IT department to create a user-friendly online application form. The WCP evaluates each applicant to determine which fund to use, and will send the applicant a specific packet detailing the program and how to use at the provider or imaging facility. The applicant will receive a card with a billing number that will be provided at time of service. As an additional benefit, the applicant can qualify for not only breast cancer screening but also cervical and colon cancer screening. Unlike the BCC funds,

the WBCI funds can be used for provider visits, screening mammograms, diagnostic mammograms and ultrasounds – all important for diagnosis. Typically, insurance will cover screening mammograms, but additional testing is often funded by the patient.

Additionally, a portion of the ARPA grant will be used for an awareness campaign so this grant will be utilized in Laramie County before the deadline. Many Laramie County providers are not aware of how to utilize the WCP/WBCI program so outreach will be key to success. WBCI requests a small portion to administer the grant.

The ARPA grant will fund breast cancer early detection testing for 20-25 women or men in Laramie County at an average rate of \$300 per person, depending on what diagnostic tests are needed. The funding will cover provider visits, screening and diagnostic mammograms and/or ultrasounds at local imaging facilities like the Cheyenne Women's Imaging Pavilion.

b. Describe the need for your program/project.

Breast cancer can be found and treated if detected early. Wyoming ranks very low for breast cancer screening in many demographics and actually 50th for women >50 years old. One major barrier is financial with concerns of being uninsured or under-insured with a high deductible. As noted above, federal funds can have limited eligibility but WBCI funds are used without restrictions so any sex, age, socio-economic, or insurance status can utilize the funds. There is a great need of the awareness and ease of use of this program, thus part of the grant is for an awareness campaign to Laramie County providers and clinics. Also, it is proven that if one person in a household increases prevention health then often the rest of the family follows and the overall health of the community increases.

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

As noted above, the early detection screening funds are a partnership with the DOH's Wyoming Cancer Program and their federal Breast and Cervical Cancer funds. Celebrate Pink is a Laramie County breast cancer non-profit that provides cash supplements for patient navigation needs. Lights on Bright

also raises funds specific for the CRMC cancer center. WBCI is not aware of any other statewide nonprofit dedicated to financial support for early detection screening.

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

This program in partnership with the WCP started in the fall of 2021. Promotion of the program to the Laramie County providers and health systems will enhance the use of the grant funds.

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

Specifically, the grant will fund 20-25 diagnostic tests to detect breast cancer. The CMS rates are posted on the DOH WCP website and are detailed in the budget. For example, a provider visit is \$113; screening mammogram is \$269; diagnostic mammogram is \$264; and ultrasound is \$221. The reimbursable rate is varying dependent on the needs of the applicant but for budgeting purposes we assume \$400 per applicant. We request funding for 25 applicants (\$10,000). We also are requesting \$2500 for a media campaign across appropriate providers in Laramie County. WBCI will leverage their partnerships with current providers and media outlets to promote this program. Finally, the grant will request \$1000 to administer the grant.

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

The population served will be men and women typically >25 years old but the WBCI funds are not age limited. Often, young women with breast cancer are denied screening from insurance so the WBCI will support them as well. Since most insurance covers screening and another portion of the applicants qualify for the BCC funds, then the WBCI is mostly used for under-insured with higher deductibles and to provide the diagnostic tests either not covered by insurance or the cost is a barrier.

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

The DOH will maintain the application in their database and duplication should not be a problem. The DOH will screen the applicant for eligibility using

federal BCC funds, if not it then will use WBCI funds, supported by the requested ARPA funds.

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

It is estimated 25 women or men in Laramie County, Wyoming at average cost per patient of \$400 (~provider visit and screening mammogram)

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

This grant will help increase preventive health measures that were stifled and delayed during COVID-19.

11. Project Outcomes

- a. If this is a continuing activity, describe measurable outcomes of

your previous years' work regardless of funding source.

This program with the state was initiated in fall of 2021. The DOH reporting through Dec 2021 indicated 614 applicants were funded by the BCC and 40 by the WBCI funds. This DOH report will detail the county so that WBCI can monitor and track the grant metrics for Laramie County.

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

Same quarterly reporting will be provided by the WCP. This report will detail the Laramie County data and will be easily tracked so that we can return a verified report to the Laramie County Commissioners.

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.

WBCI operates with ethical values with appropriate compliance through our outside accounting agency. Additionally, we have a financial policy that details the process to ensure controls that minimize fraud or mismanagement, in addition to a conflict of interest policy. This program will be managed by a contract employee that oversees grants and compliance reporting. This person will monitor the marketing returns comparing that to the quarterly reporting by county.

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

The WCP generates a program identifying which county used the WBCI/ARPA fund, what tests and amount used. WBCI will track the testing from this report and can report back to 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).

\$210,635 – see attached

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).

\$228,269 – see attached

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).

\$451,629 – see attached

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

As detailed in the attached, we are requesting \$10,000 for applicant costs, \$2500 for marketing and \$1000 for administration fees. The \$10,000 is average of \$400 per applicant but the final bill will depend on if additional diagnostic testing is required.

As requested in the application document, WBCI received COVID-19 supplemental income via Endurance Funds in the amount of \$41,596.

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.

SAMs Number: J64CZM3R47L5

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 *Mary Throne*_ Title *WBCI Board President*

Signature *Mary A. Throne* Date 4/28/22

Wyoming Breast Cancer Initiative Approved Budget

<u>Category</u>	<u>Amount</u>
Early Detection Funds	\$ 10,000.00
Marketing/promotional	\$ 2,500.00
	\$ 12,500.00

U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUND (ARPA) NONPROFIT SUBAWARD CONTRACT BETWEEN LARAMIE COUNTY AND YOUNG MEN'S CHRISTIAN ASSOCIATION OF BOULDER, COLORADO (CHEYENNE YMCA).

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 Young Men's Christian Association of Boulder, Colorado (Cheyenne YMCA) (SUBGRANTEE), whose address is 2800 Dagny Way, Lafayette, Colorado 80026. 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 is to promote a healthy spirit, mind and body for all and;

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 Cheyenne YMCA.
- (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 \$174,500.00 ("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 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), Attachment A, Application, (5 pages), Attachment B, Approved Budget, (1 pages) 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:

By: _____
Debra Lee, Laramie County Clerk

Date:

**YOUNG MEN'S CHRISTIAN ASSOCIATION OF BOULDER, COLORADO.
(CHEYENNE YMCA)**

By: 
Patty Walters, Executive Director

Date: 6/29/2022

REVIEWED AND APPROVED AS TO FORM ONLY

By: 
Laramie County Attorney's Office

Date: 7/7/27

Laramie County ARPA Subrecipient Risk Assessment

Subrecipient Name	Young Men's Christian Association of Boulder, Colorado. (Cheyenne YMCA)
DUNS Number and/or Unique Entity ID	V39ET4AYHS39
Grant Program Name	ARPA CFDA# 21.027
Grant Amount	\$174,500.00
Grant Period	3/3/2021-5/31/2023
Date of Risk Assessment	6/28/2022

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

1. Name of Nonprofit Organization

Cheyenne Family YMCA

2. Owner/Authorized Representative's Name

Patty Walters, Executive Director

3. If applicable, Federal Tax Identification Number

83-0179528

4. Physical Address of your nonprofit organization

1426 Lincolnway, Cheyenne WY 82001

5. Primary Contact Person

Beth Robinson

6. Email address

beth.robinson@ymcanoco.org

7. Telephone number

303/664-5455 Ext .1295

8. Provide mission statement/purpose of your organization.

Our mission at the Cheyenne Family YMCA: Promoting healthy spirit, mind, and body for all. Strengthening and uplifting our community is our number one cause. We believe that lasting personal and social change can only come about when we all work together to invest in our kids, our health, and our neighbors. That's why we base all of our work in three key areas: youth development, healthy living, and social responsibility.

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

Like nearly all organizations, the Y experienced operational disruptions during Covid with lasting challenges remaining, primarily related to staffing and getting families, seniors, and kids back in our programs. Although our childcare service never closed, staff retention and lower enrollments exacerbated operational deficits.

In 2020 & 2021 family memberships were down 36%, senior individual memberships down 19%, and senior couple memberships off 30%. Additionally expected income from fundraisers was absent.

10. Program/Project

a. Briefly describe the program/project you are requesting funds for:
We are requesting funding to provide financial aid to families who need childcare. Additionally, the funding will help us provide wage increases and retain childcare staff. Staffing remains our primary covid impact and we have never been able to offer deserving working families the assistance we would like to in order to meet the need.

b. Describe the need for your program/project.
While our childcare program remained open and provided services even in the worst of Covid, we lost staff and families who have not returned. Virtual programming remains in demand. Our Y is in a 100% free and reduced lunch area and we are renovating the facilities
to welcome the community back. We have the space to hire more teachers and serve between 40 and 100 more kids in preschool, afterschool, and summer daycamp.

c. Identify any other organizations in Laramie County that address this need.
While other childcare providers exist in Laramie County, none can provide better programming, research based curriculum and practices, and economies of scale and experience than the Y. Since 1958, the Cheyenne Family YMCA has been supporting Laramie County residents. The YMCA remains the largest childcare provider in the U.S.

d. Is this a new, existing or changed program?
It is an existing program we are renovating, improving, and expanding to meet need.

e. Specifically, what will you use ARPA funds for?
Financial Aid to families who want to enroll in Y childcare.
Increased pay for childcare staff.
WiFi and improved technology to meet ongoing demand for virtual classes of all kinds - fitness, homework support, senior programming.

f. Who will benefit and how?
Cheyenne Families who need childcare to reenter the workforce will be able to afford what they couldn't before. More families

engaged with Y programs and peers and more parents able to return to work benefits the

economy and whole area. Better paid staff benefits children and improves retention. The Cheyenne Y was working to repair its old building

and could ill-afford the Pandemic induced reduction in operating income. Membership is still down 16% from 2019 and accounts for 38% of total operating income. All fitness class participants will still benefit from in-demand zoom classes. Afterschool needs tablets

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

We currently can only offer limited financial aid through family services. This effort will benefit new and more families and children.

We have ongoing pandemic related operating losses not covered by any other program. There is no risk of duplicating raises for staff. WiFi and technology improvements can't be duplicated by end users, and are unreimbursed. Improved service

benefits access and participation for all participants and community members.

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

Right now the Cheyenne YMCA has 915 members. We have capacity to serve twice that many.

Non-member participants enroll in childcare and other programs. Childcare currently has a fraction of its 198 child capacity for school year and summer.

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

These funds will help us meet community need for affordable quality year-round childcare, recover from significant operating losses to maintain facilities and programming, and respond to ongoing need for zoom and internet classes and capability.

11. Project Outcomes

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

Last year we served 25 children in preschool and 60 in before/after school care. 97 participated in summer day camp. We need two teachers per 3-4 preschool classrooms and while we never closed daycare, we were down 2-3 teachers. We had around 885 paid memberships and offered 6 fitness classes on zoom per week.

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

We'd like to serve up to 70 preschool children and 150 in summer day camp.

With more instructors and both in-person and zoom classes, more aquatics offerings and senior programs

We'd like to grow our membership to 1500. Ongoing measurable outcomes will include many more families served

through childcare, swim lessons, before and afterschool online supervision, and community programming.

In addition, the Y will employ more community members and enjoy stabilized operations.

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.

In addition to our Executive Director, we employ Brianna Wheeler our Business Director who oversees financial management and reports to our Board of Directors. In 2022, The Cheyenne Family YMCA will be joining the Northern Colorado Association of Ys and benefit from CPA management and oversight. The Cheyenne Y will continue to undergo an annual outside financial audit.

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

ARPA funds will be segregated from other income streams and all spent monies tracked and documented. We have recent experience successfully tracking and reporting federal money already spent as a result of CARES Act income in March of 2021.

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).

\$1,284,119

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).

\$1,661,786

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).

\$1,568,935

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

\$266,700

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

No.

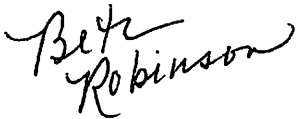
18. Is your organization registered in Sam.gov to be eligible to receive federal funds?

Yes. DUNS 830347568 UEI - RJ9E1M6WLN5

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 Beth Robinson Title Senior Director of Grants Management

Signature  Date March 16, 2022

Cheyenne Family YMCA Approved Budget

<u>Category</u>	<u>Amount</u>
Financial Aid for Families	\$ 162,000.00
Pay Raises/Bonuses	\$ 10,000.00
WIFI & Technology	\$ 2,500.00
	\$ 174,500.00

