

**AMENDMENT ONE TO THE WYOMING DEPARTMENT OF FAMILY SERVICES
SUBGRANTEE AGREEMENT BETWEEN LARAMIE COUNTY AND THE
WYOMING FAMILY HOME OWNERSHIP PROGRAM DBA MY FRONT DOOR.**

1. **Parties.** This Amendment ("Grant Amendment") (ALN 93.558) is made between Laramie County, State of Wyoming ("COUNTY"), whose address is 310 West 19th Street, Cheyenne, Wyoming 82001, and Wyoming Family Home Ownership Program dba My Front Door (SUBGRANTEE), whose address is P.O. Box 21682, Cheyenne, Wyoming 82003.
2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the agreement between the COUNTY and SUBGRANTEE. The purpose of this Amendment is to: a) increase the total Agreement by eight thousand eight hundred forty-two dollars and eighty-six cents (\$8,842.86); b) extend the term of the Agreement through September 30, 2026.

The original Agreement dated October 15, 2024, required the SUBGRANTEE to undertake and complete materials, projects and/or services (collectively, the "Project") described in Attachment A attached hereto. Performance by SUBGRANTEE of the requirements of this Grant Agreement and compliance with all TANF program rules and regulations is a condition to SUBGRANTEE'S receipt of monies hereunder.

3. **Term of the Amendment:** This Amendment shall commence upon October 1, 2025, and shall remain in full force and effect through the term of the Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Agreement, or pursuant to applicable federal or state statute, rule or regulation.
4. **Payment:** Total payment under this Agreement shall not exceed seventeen thousand six hundred eighty-five dollars and seventy-two cents (\$17,685.72).
5. **Additional Responsibilities of COUNTY.** The County shall not take on any additional duties as a result of this Amendment.
6. **Additional Responsibilities of SUBGRANTEE.** For Federal Year (FFY) 2026, the SUBGRANTEE shall provide the same services and serve the same number of participants as outlined in Attachment A, Statement of Work, for FFY 2025. Additionally, Attachment B, FFY2025 Quarterly Report and Invoice, will serve as the reporting and invoicing template for FFY2026.
7. **Special Provisions.**
 - A. **Same Term and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Agreement, and any previous Amendments, between the COUNTY and the SUBGRANTEE, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

8. General Provisions.

- A. **Entirety of Amendment.** The original Agreement, consisting of eight (8) pages, Attachment A Subrecipient Pass Through Information consisting of one (1) page, Attachment B My Front Door Application with revised budget consisting of fifteen (15) pages, Attachment C FFY2025 Quarterly Report and Invoice consisting of eight (8) pages; Attachment D, DFS Contract with Laramie County as Amended consisting of thirteen (13) pages; and this Amendment One, consisting of three (3) pages; represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

[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: _____
Chairman, Laramie County Commissioners Date: _____

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

WYOMING FAMILY HOME OWNERSHIP PROGRAM DBA MY FRONT DOOR

By:  _____
Rachel Martinez, Program Manager Date:  _____

REVIEWED AND APPROVED AS TO FORM ONLY

By:  _____
Laramie County Attorney's Office Date:  _____

241015-2

**WYOMING DEPARTMENT OF FAMILY SERVICES SUBGRANTEE AGREEMENT
BETWEEN LARAMIE COUNTY AND THE WYOMING FAMILY HOME
OWNERSHIP PROGRAM DBA MY FRONT DOOR.**

THIS WYOMING DEPARTMENT OF FAMILY SERVICES TEMPORARY ASSISTANCE FOR NEEDY FAMILIES SUBGRANTEE AGREEMENT ("Grant Agreement") (ALN # 93.558) is made between Laramie County, State of Wyoming ("COUNTY"), whose address is 310 West 19th Street, Cheyenne, Wyoming 82001, and Wyoming Family Home Ownership Program dba My Front Door (SUBGRANTEE), whose address is P.O. Box 21682, Cheyenne, Wyoming 82003. In consideration of the promises and covenants set forth below, the parties agree as follows:

- 1) Purpose of Grant Agreement. COUNTY shall provide Wyoming Department of Family Services Temporary Assistance for Needy Families (TANF) grant funds to SUBGRANTEE in the amount set forth in Section 3, and SUBGRANTEE shall undertake and complete materials, projects and/or services (collectively, the "Project") described in Attachment A attached hereto. Performance by SUBGRANTEE of the requirements of this Grant Agreement and compliance with all TANF program rules and regulations is a condition to SUBGRANTEE'S receipt of monies hereunder.
- 2) Term of Grant Agreement and Required Approvals. This Grant Agreement is not effective until all parties have executed it and all required approvals have been granted. The term of the Grant Agreement is from October 1, 2024 through September 30, 2025 ("Term"); The Project shall be completed during the Term.
- 3) Payment. COUNTY agrees to grant monies to SUBGRANTEE for performance of the Project, as invoices are submitted for work done in connection with the Project, completed in accordance with the requirements of this Agreement. The total payment to GRANTEE under this Grant Agreement shall not exceed \$8,842.86 ("Grant Award"). Payment will be made following SUBGRANTEE'S delivery to COUNTY of quarterly invoices detailing services performed in connection with the Project in a form satisfactory to COUNTY.
- 4) Responsibilities of Grantee Regarding the Project. In undertaking and completing the Project, the SUBGRANTEE further agrees as follows:
 - a) Professional Services. The SUBGRANTEE agrees to perform all aspects of the Project in a professional manner and in accordance with the degree of care, competence and skills that would be exercised by a SUBGRANTEE under similar circumstances, to the satisfaction of the COUNTY.
 - b) Procurement and Administrative Regulations. SUBGRANTEE agrees to comply with federal procurement and administrative regulations as stated in 2 C.F.R. § 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations: as enacted in regulations by the U.S. Department of Health and Human Services.

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

challenges and performance measures as defined in Attachment B. SUBGRANTEE shall likewise furnish COUNTY with a cumulative financial statement, reflecting total expenditures pursuant to this Grant Agreement.

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

COUNTY shall notify SUBGRANTEE at the earliest possible time if this Grant Agreement will or may be affected by a shortage or unavailability of funds. No liability shall accrue to COUNTY in the event termination of this Grant Agreement occurs or this Grant Agreement is affected in any other way by a lack of funds. COUNTY shall not be obligated or liable for any future payments due or promised hereunder or for any damages to SUBGRANTEE or any other person or entity as a result of termination under this section.

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

h) Reducing, withdrawing, or adjusting the amount of the Grant.

8) General Provisions.

- a) Amendments. Any changes, modifications, revisions or amendments to this Grant Agreement which are mutually agreed upon in writing by the parties hereto shall be incorporated by written instrument, signed by all parties to this Grant Agreement.
- b) Applicable Law/Venue. The construction, interpretation and enforcement of this Grant Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Grant Agreement and the parties, and the exclusive venue for any action shall be in the First Judicial District, Laramie County, Wyoming.
- c) Assignment. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Grant Agreement without the prior written consent of the other party. In the event there is a sub-grant(s) under this Grant Agreement, SUBGRANTEE shall include all of the provisions of this Grant Agreement in every sub-grant agreement awarded and shall make such provisions binding on each sub-grantee as if it were the SUBGRANTEE hereunder. SUBGRANTEE shall not use this Grant Agreement, or any portion thereof, for collateral for any financial obligation, without the prior written permission of COUNTY.
- d) Assumption of Risk. SUBGRANTEE shall be responsible for any loss of state or federal funding, either administrative or program dollars, due to SUBGRANTEE's failure to comply with this Agreement and all state or federal TANF requirements. COUNTY shall notify SUBGRANTEE of any state or federal determination of noncompliance.
- e) Attorneys' Fees. If COUNTY has to enforce this Grant Agreement as a result of a default in the performance of this Grant Agreement, COUNTY shall be entitled to its reasonable attorneys' fees and costs incurred in such enforcement.
- f) Confidentiality of Information: The SUBGRANTEE acknowledges that information it may receive or have access to as a result of its performance under this agreement may be confidential. SUBGRANTEE agrees that it shall comply with all applicable law and regulation, whether state or federal, in the collection, maintenance and release of such information. COUNTY and its agents, or authorized representatives, shall have access to all confidential information in accordance with the requirements of state and federal laws and regulations. Any other parties will be granted access to confidential information only after complying with the requirements of state and federal laws and regulations pertaining to such access. Nothing herein shall prohibit the disclosure of information in summary form, including the publishing of reports of services provided in this Grant Agreement, so long as the identity of the client remains confidential and all other State & Federal laws and regulations are met.
- g) Conflict of Interest: The SUBGRANTEE and COUNTY confirm that, to their knowledge, no COUNTY employee has any personal or beneficial interest whatsoever in the services described herein. No staff member of the SUBGRANTEE, compensated

either partially or wholly with funds from this Agreement, shall engage in any conduct or activity that would constitute a conflict of interest relative to this Agreement.

- h) **Entirety of Grant Agreement:** This Grant Agreement (8 pages) and Attachment A, Sub-receipt Pass Through Information, Attachment B WYFHOP Application with revised budget (15 pages), Attachment C, Reporting (8 pages) and Attachment D, County's Contract with DFS (10 pages) represent the entire and integrated Grant Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- i) **Indemnification:** To the fullest extent permitted by law, SUBGRANTEE shall indemnify, defend and hold harmless COUNTY, and its officers, agents, employees, successors and assigns from any cause of action, losses, injuries, liabilities, damages, claims, demands or costs arising from or in connection with this grant agreement (including reasonable attorneys' fees) (collectively "Claims") arising out of all activities in connection with the Project, Grantee's (and any sub-grantee's) performance under this Grant Agreement, or failure by SUBGRANTEE (or any sub-grantee) to comply with the terms of this Agreement or any TANF program rules and/or regulations. SUBGRANTEE shall be solely liable and responsible for all acts or omissions in connection with the Project or the performance of the Project or this Agreement (including without limitation the acts, omissions or performance of the Project or this Agreement by any sub-grantee), including without limitation all Claims arising in connection therewith, and COUNTY (its officers, agents, employees, successors and assigns) shall have no liability to SUBGRANTEE, any sub-grantee or any third party for, and shall be released from, all such Claims.
- j) **Independent Contractor:** SUBGRANTEE shall function as an independent contractor for the purposes of this Grant Agreement, and shall not be considered an employee of COUNTY for any purpose. SUBGRANTEE shall assume sole responsibility for any debts or liabilities that may be incurred by the SUBGRANTEE in fulfilling the terms of this Grant Agreement, and shall be solely responsible for the payment of all federal, state and local taxes that may accrue because of this Grant Agreement. Nothing in this Grant Agreement shall be interpreted as authorizing SUBGRANTEE or its agents and/or employees to act as an agent or representative for or on behalf of COUNTY, or to incur any obligation of any kind on the behalf of COUNTY. SUBGRANTEE agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to COUNTY employees will inure to the benefit of SUBGRANTEE or SUBGRANTEE'S agents and/or employees as a result of this Grant Agreement.
- k) **Kickbacks:** SUBGRANTEE warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Grant Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Grant Agreement.
- l) **Notices:** All notices arising out of, or from, the provisions of this Grant Agreement shall be in writing and given to the parties at the address provided under this Grant Agreement, either by regular U.S. mail or delivery in person. Delivery shall be deemed to have occurred 3 days following deposit in the U.S. mail or upon delivery in person.

- m) **Grantee to Keep Informed:** The SUBGRANTEE shall keep fully informed of all federal and state laws, local laws, regulations and all other orders and decrees of bodies or tribunals having any jurisdiction or authority which may, in any manner, affect the duties and responsibilities to be performed by SUBGRANTEE under the terms and conditions of this Grant Agreement.
- n) **Patent or Copyright Protection:** SUBGRANTEE recognizes that certain proprietary matters, techniques or information may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by the SUBGRANTEE or its sub-grantees hereunder in connection with the Project will infringe any such rights of any person or entity nor will it violate any restriction. SUBGRANTEE shall defend, indemnify and hold harmless COUNTY from any infringement, violation or alleged infringement or violation of any such patent, trademark, copyright, license or other restrictions.
- o) **Prior Approval:** This Grant Agreement shall not be binding upon either party, no services shall be performed under the terms of this Grant Agreement, and no funds will be disbursed hereunder until all necessary approvals and actions have occurred as determined by COUNTY in its discretion and this Grant Agreement has been reduced to writing and signed by both parties.
- p) **Severability:** Should any portion of this Grant Agreement be judicially determined to be illegal or unenforceable, the remainder of the Grant Agreement shall continue in full force and effect as if the illegal or unenforceable term was omitted.
- q) **Governmental Immunity:** COUNTY does not waive its governmental immunity, as provided by any applicable law including W.S. 1-39-101 et seq., by entering into this Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.
- r) **Taxes:** SUBGRANTEE shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to social security taxes, workers' compensation, unemployment insurance and sales taxes in connection with performance of the Project and this Grant Agreement.
- s) **Time is of the Essence:** Time is of the essence in the performance by SUBGRANTEE of all provisions of the Grant Agreement.
- t) **Waiver:** The waiver of any breach of any term or condition in this Grant Agreement shall not be deemed a waiver of any prior or subsequent breach.
- u) **Titles Not Controlling:** Titles of sections are for reference only, and shall not be used to construe the language in this Grant Agreement.
- v) **Third Party Beneficiary Rights:** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Grant Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this

Grant Agreement shall operate only between and for the benefit of the parties to this Grant Agreement.

- 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

Signed by: 
By: 0705DD0551AA442 Oct 15, 2024
Chairman, Laramie County Commissioners Date:

Signed by: 
By: 84474688AC27493 Oct 15, 2024
Debra Lee, Laramie County Clerk Date:

Wyoming Family Home Ownership Program dba My Front Door

By:  September 30, 2024
Date:

REVIEWED AND APPROVED AS TO FORM ONLY

By:  10-2-24
Laramie County Attorney's Office Date:

Attachment A

Sub-Recipient Pass-Through Information

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

UEI #: JBCZMP1YMDB4

Sam Registration Active: Yes

Project ID: TBD

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

Federal Award Amount to Nonprofit: \$8,842.86

Local Match Amount: \$0.00

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

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

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

Assistance Listing Number (ALN): 93.558

Assistance Listing Number Title: TANF

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

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

Name of Pass through Entity: Laramie County, Wyoming

Contact Information for Pass through Entity:

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

Is this award for Research and Development? No

Pass-through Indirect Cost Rate: 10%

Sub-recipient Indirect Cost Rate: 10%

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

Total Federal Award: \$154,750.00

Federal Award Date: October 1, 2024

MY FRONT DOOR

COVER PAGE

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

Name: Sandra Bay

Title: Laramie County Grants Manager

Organization: Laramie County, Wyoming

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

Phone: 307-633-4201

Email address: Sandra.Bay@laramiecountwy.gov

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

Name: Brenda Birkle

Title: Executive Director

Organization: Wyoming Family Home Ownership Program, dba My Front Door

Address: 3260 E. Nationway, Cheyenne, WY 82001

Phone: 307-745-4130

Email address: brenda@myfrontdoor.org

4. Program Name: My Front Door

5. Awarded Amount: \$8,842.86

6. Authorized Representative/County Commissioner Chair:
(No signature required here. Signature is required on the Assurance page)

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

Phone: 307-633-4201

E-Mail: Commissioners@laramiecountwy.gov

MY FRONT DOOR

PROPOSAL

A. Summary of Proposed Program

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

My Front Door seeks to permanently disrupt the cycle of poverty by providing real housing solutions for Wyoming.

My Front Door's program is a hand-up versus a handout approach to effecting generational change by helping families (with children between 50% to 80%) permanently transition from poverty to the middle class through home ownership. After employment, the most important means of making a permanent change from poverty to self-sufficiency is homeownership. My Front Door is a seven-year program that supports families in achieving and maintaining successful home ownership.

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

3. Area(s) served.

Laramie County

4. Population served.

My Front Door serves families with children between 50% and 80% of Area Median Income (AMI), including those with household income under current TANF income guidelines for family size. These families are Wyoming's working poor and comprise the largest share of our Wyoming communities by household income.

5. Beginning and end date of program.

October 1, 2024 – September 30, 2025

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

My Front Door serves each family for a total of seven years on a year-round and ongoing basis as follows:

Daily (9:00 am to 4:00 pm), Families can access advocacy, case management, crisis intervention, financial coaching, and community referrals.

Quarterly: SMART goal setting, training opportunities, budget review, savings review, income/employment updates, career planning and development, and family survey.

Yearly: Two new financial literacy and homebuyer education classes for ten families, usually comprising 15-20 adults and 25-30 children.

B. Statement of Need

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

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

Housing cost burden is defined as gross housing costs ranging from 30-50% of gross household income. Households paying more than 50% of gross income are considered severely cost-burdened. The Wyoming

MY FRONT DOOR

Community Development Authority (WCDA) reports that a significant number of families in Laramie County are experiencing the effects of being cost-burdened. Research suggests high housing cost burdens may harm well-being by increasing the risk of material hardship, which includes food insecurity, difficulty paying bills, and skipping needed medical care. Lower-income households faced with high housing costs spend less money on food, transportation, and health care than unburdened households do.

City Profile

Cheyenne City

As seen in Table II.3.43, in Cheyenne city 16.1 percent of households had a cost burden and 11.8 percent had a severe cost burden. Some 23.5 percent of renters were cost burdened, and 23.2 percent were severely cost burdened. Owner-occupied households without a mortgage had a cost burden rate of 6.6 percent and a severe cost burden rate of 5 percent. Owner occupied households with a mortgage had a cost burden rate of 14.7 percent, and severe cost burden at 6.3 percent.

Data Source	Less Than 30%		31%-50%		Above 50%		Not Computed		Total
	Households	% of Total	Households	% of Total	Households	% of Total	Households	% of Total	
Owner With a Mortgage									
2010 Five-Year ACS	7,627	70.9%	2,311	21.5%	610	7.5%	10	0.1%	10,758
2019 Five-Year ACS	8,842	76.7%	1,840	14.7%	711	6.3%	37	0.3%	12,510
Owner Without a Mortgage									
2010 Five-Year ACS	4,301	83.4%	156	3.4%	124	2.7%	25	0.5%	4,606
2019 Five-Year ACS	4,840	87.8%	362	6.6%	276	5%	85	0.8%	5,515
Renter									
2010 Five-Year ACS	5,053	59%	1,467	17.1%	1,454	17%	657	6.9%	8,561
2019 Five-Year ACS	4,032	49.7%	2,191	23.5%	2,158	23.2%	338	3.6%	9,319
Total									
2010 Five-Year ACS	16,981	71%	3,933	16.4%	2,244	9.3%	622	2.6%	23,924
2019 Five-Year ACS	19,314	70.6%	4,393	16.1%	3,227	11.8%	410	1.5%	27,344

Another issue facing families and impacting economic development in Laramie County is unmet housing needs. This is defined as a household experiencing a housing problem as defined by the Department of Housing and Urban Development. This includes being cost-burdened, living in inadequate or unsafe housing, living in overcrowded homes, and various other conditions. WCDA data provides insight into the number of housing units needed to provide adequate housing for the community in the years to come.

In 2020, the base year, the total housing need set at the 8,354 households, which represents all households with an unmet housing need that needs to be addressed, such as cost burden or sub-standard living conditions. In all future years, the incremental housing need forecast shows both existing need and need based on future demand by income. In 2050, there will be an estimated need for 9,543 owner and 6,963 renter occupied households for a total of 16,506 quality households.

MY FRONT DOOR

Table III.3.78 Incremental Total Housing Need Forecast Cheyenne city Strong Growth Scenario							
Income (% of MFI)	2020	2025	2030	2035	2040	2045	2050
Owner							
0-30%	773	817	864	913	964	1,017	1,072
30.1-50%	811	880	952	1,026	1,104	1,185	1,269
50.1-80%	962	1,089	1,231	1,379	1,534	1,695	1,863
80.1-95%	377	446	518	594	672	754	839
95.1-115%	236	341	458	576	699	827	960
115+%	465	926	1,407	1,907	2,429	2,973	3,539
Total	3,614	4,503	5,430	6,395	7,401	8,450	9,543
Renter							
0-30%	1,766	1,842	1,920	1,999	2,079	2,161	2,244
30.1-50%	1,308	1,367	1,428	1,490	1,553	1,618	1,683
50.1-80%	1,192	1,282	1,373	1,465	1,560	1,656	1,753
80.1-95%	174	199	225	250	277	304	331
95.1-115%	122	150	179	209	238	269	300
115+%	177	253	330	409	488	570	652
Total	4,740	5,094	5,455	5,822	6,196	6,576	6,963
Total							
0-30%	2,539	2,660	2,784	2,912	3,043	3,178	3,316
30.1-50%	2,119	2,248	2,380	2,517	2,657	2,803	2,952
50.1-80%	2,145	2,370	2,604	2,845	3,094	3,351	3,618
80.1-95%	551	645	743	844	949	1,057	1,170
95.1-115%	358	495	637	784	937	1,095	1,260
115+%	642	1,179	1,737	2,315	2,917	3,542	4,192
Total	8,354	9,597	10,885	12,217	13,597	15,026	16,506

The Wyoming Business Council reports that housing constraints have a big impact on Wyoming's economy. Their stakeholders consistently report a lack of access to the workforce as a leading result of a lack of housing. They advocate for increasing available housing for all income groups as a tool to help business owners retain quality employees and attract new companies to the area, where the lack of such housing is frequently the deciding factor for companies to locate elsewhere.

Additional Resources

WCDA. City of Cheyenne, City Profile. September 2021. <https://www.wyomingcda.com/wp-content/uploads/2021/10/Cheyenne-city.pdf>

National Low-Income Housing Coalition. Shomon Shamsuddin & Colin Campbell (2021): Housing Cost Burden, Material Hardship, and Well-Being, Housing Policy Debate. <https://doi.org/10.1080/10511482.2021.1882532>

Wyoming Business Council's Toolkit - <http://www.wyomingbusiness.org/commtoolbox>

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

My Front Door's Program model fills a unique gap – 50% - 80% of the Area Median Income (very low to low as defined by HUD) while serving Laramie County TANF participants within (most recent 185%) of Federal Poverty Guidelines without restriction. We actively work with participants in this income bracket as the lifeblood of our communities and economies. Using a holistic approach, we help families navigate barriers on an upward mobility journey into the middle class.

While several organizations share affordable housing as part of their mission, these programs vary in the population served by average median income (AMI), veteran status, family composition, risk, or other factors. The most significant difference between our program model and other community resources is the seven-year commitment to stewardship we make with each family. Our model provides reportable data for an extended period, illustrating prolonged stability within our families. Stewardship is the program value most closely aligned with the permanent and generational transition into the middle class.

MY FRONT DOOR

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

Research-Based Curricula & Strategies	Description	How We Know It Works for MFD Families
<i>Realizing the American Dream: Homebuyer Education</i>	<i>HUD-approved best practices to determine when a family is ready to purchase a home.</i>	<i>Ends Dependence on Government Subsidized Programs like FHA: More than half of our families qualify for "conventional" mortgages rather than FHA mortgages because they are a lower financial risk to the lender.</i>
<i>Credit Counseling for Maximum Results:</i>	<i>Delivered by our HUD Certified Housing Counselor promoting long-term self-sufficiency rather than credit counseling for acquisition. Acquiring a home (or car or even a puppy) is best achieved after a family has developed strong financial skills and habits, has grown significant savings, and can handle an economic crisis.</i>	Proven Long-Term Self-Sufficiency: <ul style="list-style-type: none"> • 54 out of 55 first-time homeowners have been successful over the long term. • had 1 foreclosure (Due to relapse). • Generational change – children are included in the budgeting process. • Building good financial habits allows our families to invest FIRST in a home, then in their savings and retirement. <i>MFD family homeownership is an investment, not a possession.</i>
<i>Bridges Out of Poverty</i>	<i>Identifies 11 different research-based areas that promote self-sufficiency and support a successful transition to the middle class.</i>	<i>Wage Progression is Strong in MFD Families: SMART Goals self-assessments are centered around 11 areas, to support families in developing a habit of setting and achieving goals in areas that advance the family's quality of life and financial status.</i>
<i>Getting Ahead in a Just Getting by World</i>	<i>Identifies 11 different research-based areas that promote self-sufficiency and support a successful transition to the middle class. Identifies systemic poverty causes and practical methods for individual empowerment.</i>	<i>Understanding of Systemic Poverty vs. Personal Responsibility: families learn to identify where they have control, which hidden rules they need to discover to navigate complicated government systems, and how to grow their skills and leverage them to join the middle class.</i>

MY FRONT DOOR

<i>True Colors: Personality Types</i>	<i>Personality types affect behavior</i>	<i>Self-Awareness Leads to Self-Sufficiency. MFD families learn to create a budget/savings/spending strategy that incorporates their individual personality types without sabotaging financial success.</i>
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MY FRONT DOOR

C. Community Partnerships

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

Program Partners are essential to our success in terms of sharing trends and information, referrals, mutual advisement, and leveraging services where possible. One example is providing financial literacy classes for partner programs where homeownership is the common goal. We have begun doing that for Habitat for Humanity.

Partners and stakeholders in addition to those included in the table below are ASK, the Boys and Girls Club of Cheyenne, GreenPath Financial Wellness, Legal Aid of Wyoming, Wyoming 2-1-1, Laramie County Community Partnership, Salvation Army, Goodwill, Unaccompanied Student Initiative, Cheyenne Housing Authority, Wyoming Nonprofit Network, Laramie County Public Library, Peak Wellness, University of Wyoming, Laramie County Community College, Sage Trio, CASA, Cheyenne Regional Medical Center, Wyoming Women's Business Center, Wyoming Community Foundation, Habitat for Humanity, Cheyenne LEADS, Greater Cheyenne, Laramie Chamber Business Alliance, the Wyoming Women's Foundation and more.

Faith partners continue to provide financial support and volunteers to assist with fundraising, mentoring, and special projects. As affordable housing and economic development remain inextricably linked, engaging with the business community through economic development entities is crucial.

Our advisory board is designed to engage partners where time and capacity limitations would otherwise not allow. At regular meetings, this panel will brief the board, committees, and staff about initiatives, programs, and community issues affecting My Front Door's work. The panel will allow members to consider complete board services as vacancies arise. At the same time, we identify more collective impact efforts and support the work of other groups through the transfer of knowledge.

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

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

Community Partner	Resource that will be provided
Wyoming Community Development Authority	It serves as our state "Project jurisdiction" and is a secondary link to HUD. It currently provides Capacity Funding, oversight, and partners in scaling or developing program offerings.
Housing and Urban Development	Provides issues and maintains our HUD Certified Secondary Lender status and provides linkages to additional certifications or funding sources as appropriate.
Wyoming Business Council	Opportunity to apply for CDBG funding, data, and expertise in using tax credits in MFD projects.
Climb Wyoming	Partner staff to coordinate organization presentations to their participants and referral linkage to beneficiaries.

MY FRONT DOOR

Dads Making a Difference	Partner staff to coordinate organization presentations to their participants and referral linkage to beneficiaries.
Community Action of Laramie County	Partner staff to coordinate organization presentations to their participants and referral linkage to beneficiaries.
Safehouse Services	Partner staff to coordinate organization presentations to their participants and referral linkage to beneficiaries
Greater Cheyenne Chamber of Commerce	Engagement and linkage to community issues and projects that align with our mission where we can serve as mutual resources.
Faith Community	Funding and volunteers to assist the events, projects, and mentor program.
Habitat for Humanity of Laramie County	Habitat will enroll Habitat Partner Families in My Front Door's Program to ensure long-term success as homeowners. Habitat Homeowners fall between 30-60% of Area Median Income

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

My Front Door's Board of Directors and Executive Director actively diversify funding streams, so the program is always independent of other funding sources. Our funding includes state, city, and county grants, foundations, Board contributions, nonprofit, private donors, fundraising, business, and faith partners. My Front Door has earned a Community Housing Development Organization (CHDO) and HUD Certified Secondary Lender designation, allowing us access to funds and the ability to structure equity for families who might otherwise not realize the American dream. My Front Door is actively pursuing nonprofit affordable housing unit development—rental units, community land trust units, and traditional homeownership opportunities to create a sustainable stream of self-generated income.

My Front Door has committed resources, including a dedicated full-time Laramie County Family Advocate to provide direct services and a volunteer Board of Directors to govern the organization. My Front Door will maintain office space to further commit to the families and community. The Executive Director will serve as an experienced grants manager and provide timely, accurate, and thorough reports while maintaining high-level fiduciary integrity and transparency.

D. Project Goals and Outcomes

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

My Front Door's core program and holistic approach to case management naturally align with the following goals:

- **Goal 1:** Ensure community-wide collaboration in planning and implementation efforts.
 - **Goal 2:** Award TANF funding based on data-driven, community-based decision-making.
 - **Goal 3:** Implement and evaluate effective, research-based programs and strategies.
 - **Goal 4:** Provide services that will assist families in moving toward self-sufficiency. For My Front Door and partner program families.
 - **Goal 5:** Enhance the sustainability of community efforts beyond the funding period.
 - **Goal 6:** Provide assistance to needy families to be cared for in their own homes or relatives' homes.
 - **Goal 7:** End dependence on government benefits through a job, work, marriage, financial planning, and social stability.
 - **Goal 8:** Encourage the formation and maintenance of two-parent families.
 - **Goal 9:** Increase wages to 200% or more of the federal poverty level.
- The strategy of our program model in achieving the above goals is evident throughout our seven-year program as described below:

MY FRONT DOOR

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

PHASE II: (18-24 months) Savings Phase—My Front Door provides savings support to a buyer's minimum \$2,400 down payment, based on availability. Funds are provided in the form of a second mortgage, which is forgiven at 20% per year for five years, and guidance during the process of purchasing a home from our Certified Housing Counselor.

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

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

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

Outcome	Measurement	Activities to Accomplish Outcome	Data/Quality Assurance to be Collected to Validate Measurements
<i>Completion of Phase I; low to moderate-income participants complete a 12-week financial literacy course</i>	<i>100% of Families that enroll will complete Phase I</i>	<i>Twelve two-hour weekly classes to be delivered by our Certified Housing Counselor and Family Advocate</i>	<i>Attendance is kept and chapter tests are administered as part of the American Dream curriculum.</i>

MY FRONT DOOR

3. Describe your data collection methods to be used.

The methodology begins with the Family Advocate collecting key information, producing a baseline for each participant regarding demographics and financial standing. Augmented by paystubs for income verification, credit reports, establishing a budget, and SMART Goals (example form attached), this information is the basis for measuring each tier of success. HomeKeeper (a product of the Grounded Solutions Network) is the software instrument used for evaluation and reporting. The advantage of this product is that it is HUD-compliant and customizable. At the same time, it allows us to monitor our impact within a specific geographic area where indices encourage focus. The benefits of data integrity become evident in providing thorough and accurate reporting to all our investors. Individual case management readily allows us to monitor and share impacts on a very human level.

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

Internally, data collected informs our board about trends, performance, and outcomes to ensure that programs and services are relevant, timely, and need-driven. Strategic planning takes on another dimension when prudent fiscal governance and oversight are weighted against participant success on every level.

Individual characteristics also become evident, which allows the Family Advocate to facilitate learning approaches for each family. Data collected on SMART goals is further used to identify quarterly training topics.

Externally, data informs our community partners in identifying trends, leveraging resources, or creating a collaborative solutions-based approach to filling gaps. As we move forward, this data will be key in wraparound service referral and program mapping. Identifying areas where we overlap with community partners, operate independently, or have a gap in community resources will benefit all stakeholders.

G. TANF Recruitment

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

My Front Door accepts applications on an ongoing basis, and applicants are contacted within 24 hours of receipt. This process determines basic eligibility, and qualifying applications are held for the class schedule and final selection. Applicants who are not quite prepared are counseled by our Family Advocate to set goals and prepare an action plan for the next class offered. Candidates who don't meet basic eligibility are referred to program partners in the community where appropriate.

Recruiting applicants is an ongoing process. Our staff regularly engages with community partners, ensuring we are not operating in a silo. These partnerships also serve to include vulnerable populations and diversify the applicant pool. This is critical to profoundly impacting and enriching the program experience for all participants. A robust online and social media marketing strategy keeps us engaged with the larger community and helps us reach new applicants. Finally, current program participants sharing what they've learned and accomplished through our programs is one of our most robust recruitment tools.

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

Phase I of My Front Door's program consists of the Home Buyer Education financial literacy portion of our program. These annual classes consist of ten families per session. These families typically consist of 15-20 adults and 25-30 children. My Front Door expects to serve 6 TANF-eligible participants in our program over the course of the funding period.

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

MY FRONT DOOR

Income eligibility is determined by collecting the previous year's tax returns or most recent paystubs.

BUDGET

Instructions:

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

Budget:

1. TANF funds are limited and can only provide a portion of the funding needed for services. What are your other funding sources that will be used to operate the program? (i.e. *Cash contributions and non-federal funds used to support*)

My Front Door's funding strategy includes continued grant applications, donations, fundraising, and other tasks to fill funding gaps as necessary. The Board of Directors and the Executive Director draft and approve a conservative annual budget predicated on the reality that every dollar counts. Any decreased or unsuccessful funding request directly affects our capacity to benefit the target population and, ultimately, the community.

2. What are the costs/benefits of providing this program? In other terms, what is the Return on Investment (ROI)? ROI is a performance measure used to evaluate the efficiency of an investment.

The return on investment for program dollars designated to increase homeownership for working families is significant. Homeowners with adequate resources can better provide a healthy, stable, stimulating, and consistent environment to raise their children. A new generation of children experiencing a more stable family financial setting in a home environment marked with fewer moves and school changes will dramatically increase the probability of graduation. The effect on risk factors for these families is that they experience lower teen pregnancy, less risky behaviors, and fewer encounters with the justice system and substance use while also experiencing better grades, an increased graduation rate, increased college attendance, and a higher likelihood that their children will grow up to be self-sufficient homeowners as adults. Up to three generations are positively impacted by homeownership. In this way, we can permanently disrupt the cycle of poverty that holds many families back.

MY FRONT DOOR

The social benefits of permanently affordable housing transform the paradigm for economic development and the conversation around class mobility. As economic development and the need for an adequate skilled workforce continue to be inextricably linked, the most pivotal resource necessary for financial stability remains out of reach for many working Wyoming families.

Diminishing educational and economic inequity through the wealth-building process of homeownership empowers vulnerable populations to enter the middle class. Creating a relationship between first-time homebuyers, family advocates, and community allies ensures they stay there. In so doing, we create a natural pathway of economic mobility.

Research shows that neighborhoods with a higher homeownership rate are maintained and groomed to a higher standard than neighborhoods primarily filled with rental properties. Lenders recognize and monetize this variation in loan terms structured differently for owner-occupied and non-owner-occupied properties. By moving renters into homeownership opportunities, with the increased responsibilities of property maintenance, education, and financial literacy, we facilitate change in the overall fabric of neighborhoods.

On a broad scale, the Wyoming Business Council lists the benefits of affordable housing as:

- **Stronger labor force. Available housing for all income groups helps a community retain jobs and retail stores and helps business owners attract quality and reliable workers.**
- **Job creation and expansion impact is strongest if workers reside in the community. Employees can live near employment centers and thus can better report to work on time and have time to improve their job skills or get an education.**
- **Improves the ability of communities and businesses to attract and retain workers.**
- **For a community, housing ties people together. It fosters a sense of place and local identity. It plays a vital role in a community's economic sustainability and development.**
- **New construction and management of a property create new employment and generate multiple ripple effects that strengthen the local economy.**
- **Workforce housing creates a more stable environment for children and helps them perform better in school.**
- **Enables lower-wage earners to get into a home and begin building equity. A house payment is generally less expensive than rent, which increases disposable income.**
- **Help improve distressed neighborhoods and strengthen community and neighborhood pride.**
- **Increases property values and property tax revenue to communities.**
- **Creates family stability.**
- **Housing is critical in individual welfare and often represents the single-largest family expense/investment**

County - All Program Budget: Annual Amount Requested from Proposal:			
	Program Costs	Administrative Costs	Summary and Justification for Budget Expense
Salaries <u>Admin:</u> Activities spent managing the grant. <u>Program:</u> Wages for all staff who provide direct client services.	\$2,892.52		
Employer Paid Benefits <u>Admin:</u> Activities spent managing the grant. <u>Program:</u> Benefits for all staff who provide direct client services.			
Employer Payroll Taxes <u>Admin:</u> Activities spent managing the grant. <u>Program:</u> Taxes for all staff who provide direct client services.			
Supplies <u>Admin:</u> Supplies and expenses needed to manage the grant. <u>Program:</u> Supplies needed for instructor use. *cannot include any form of personal computers or IT equipment*			
Recruiting and Marketing *cannot include promotional items.			
Travel Travel necessary to serve participants.			

MY FRONT DOOR

Rent and utilities Rent and utilities for space provided to direct services for participants.			*participant rent/utilities costs should be included in the "Other Participant Needs" budget line.
Participant Tuition and Class Fees	\$4,121.85		
Participant Class Supplies and Materials	\$535.12		
Participant License and Certification Fees			
Participant Drug and Aptitude Screening Can include other types of assessments.			
Work Support Services and Clothing			
Participant Wages			
Participant Fringe Benefits			
Participant Incentives			
Other Participant Needs: Description – Utilities	\$1,293.37		
Program and Administrative Sub-Totals	\$8,842.86		Total Administrative Costs cannot exceed 10% of your total <u>Program Costs</u>
TOTAL BUDGET	\$8,842.86		
Number of TANF Participants Planning to Serve		5	

MY FRONT DOOR

Cost Per TANF Participants	\$1,768.57
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Quarterly Report and Invoice



Temporary Assistance for Needy Families
Wyoming Department of Family Services

TANF CPI
FFY2025 Quarterly Report and Invoice

County/Tribe: Laramie County
Reporting Period: _____
Date: _____

Statistics:

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

[illegible]

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Evaluation of Outcomes:

Big Brothers Big Sisters

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

Boys and Girls Club:

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

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

Climb Wyoming:

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

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

Wyoming Family Home Ownership Program/My Front Door:

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

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

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Successes and Challenges:

Please share quarterly successes and challenge

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Quarterly Invoice: Laramie County Commissioners**Submit To:**

Georgia Auch

georgia.auch1@wyo.gov**Expenditures for the Month(s) and Year of:**

Submitted on:

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

250819-10

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

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

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

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

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

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

5. Amended Responsibilities of the Contractor.

Responsibilities of the Contractor are hereby amended as follows:

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

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

6. Amended Responsibilities of the Agency.

Responsibilities of the Agency have not changed.

7. Special Provisions.

- A. Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Contract, and any previous Amendments, between the Agency and the Contractor, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

- B. Counterparts.** This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the Contractor of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

8. General Provisions.

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

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

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

AGENCY:
Wyoming Department of Family Services



Korin A. Schmidt, Director



Corrine Livers, Economic Security Senior Administrator

8/27/25
Date

8/21/2025
Date

CONTRACTOR:
Laramie County Commissioners

Signed by: 
Gunnar Malm, Chairman, County Commissioner

Signed by: 
Debra Lee, County Clerk

Aug 19, 2025
Date

Aug 19, 2025
Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM


Megan Pope, Senior Assistant Attorney General

8/11/25
Date

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

 8-12-25

Contract #: 250533

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

Department: Wyoming Department of Family Services

WYOMING ATTORNEY
GENERAL'S OFFICE

Agency Contact: Canarecci, Heather (DFS)

AUG 11 2025

Phone: 3077775355

Other Agency Contact: Jessica Asbury

Megan Pope
APPROVED AS TO FORM

Client Comments: Approved template 250279, No SOS
government entity

Contractor/Vendor Name: Laramie County Commissioners

Contract Title: Laramie County Commissioners

Contract Type: Amendment

Contract Amount: 154750.0000

Contract Effective Date:

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

Status: Attorney Review Complete

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

Assigned Attorney: Megan Pope

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

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

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

7. Special Provisions.

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

- G. Nondiscrimination.** The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract.

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

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

or are purchased with, funds awarded under this Contract.

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

8. General Provisions.

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

AGENCY:

Wyoming Department of Family Services


Korin A. Schmidt, Director


9/23/24
Date


Kristie Gordy, Economic Security Senior Administrator

9/20/24
Date

CONTRACTOR:

Laramie County Commissioners

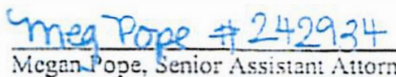

Loren Lovett, Chairman, County Commissioner

9-17-2024
Date


Debra Lee, County Clerk

9-17-2024
Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM


Megan Pope, Senior Assistant Attorney General

8/28/24
Date

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

