

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE RATIFIED ACCEPTANCE OF A GRANT AWARD FROM THE AMERICAN HEART ASSOCIATION FOR A HEALTHY FOR LIFE COMMUNITY NUTRITION GRANT PROGRAM, ON BEHALF OF THE GOVERNING BODY OF LARAMIE COUNTY, WYOMING TO REQUEST FUNDING FOR THE EXTENSION OFFICE IN THE AMOUNT OF \$2,500.00.

FOR THE PURPOSE OF: REQUESTED FUNDS WILL BE USED FOR THE EXTENSION OFFICE TO CARRY OUT A HEALTHY FOR LIFE COMMUNITY NUTRITION GRANT PROGRAM IN LARAMIE COUNTY.

WITNESSETH

WHEREAS, the American Heart Association is providing grant funding under their Healthy For Life Community Nutrition Program and;

WHEREAS, the Laramie County Board of Commissioners is eligible to receive Healthy for Life Community Nutrition funds for the Laramie County Extension Office and;

WHEREAS, the Governing Body of Laramie County has been provided with preliminary cost estimates and information on this project and;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF LARAMIE COUNTY that a grant award in the amount of \$2,500.00 be accepted from the American Heart Association for assisting the Laramie County Extension Office with a Healthy For Life Community Nutrition Program.

BE IT FURTHER RESOLVED, that Sandra Newland, or her successor in the position of Laramie County Grants Manager, is appointed as agent of the Laramie County Board of Commissioners to execute and submit applications and certifications for these funds and to receive funds and implement the programs funded under this grant.

PASSED, APPROVED AND ADOPTED THIS 7th DAY OF JUNE 2022.

By: _____
Troy Thompson, Chairman

Date: _____

ATTEST:

Debra Lee, Laramie County Clerk

Date: _____

Received and Approved as to Form only By:



Laramie County Attorney's Office

Date: 5/23/22



May 5, 2022

Juliet Daniels
University of Wyoming Extension
Laramie County
1400 E. College Drive
Cheyenne, WY 82007

Re: Grant Letter Agreement

Dear Juliet:

We are pleased to inform you that the American Heart Association, Inc. ("AHA") hereby awards a grant to University of Wyoming Extension, Laramie County ("GRANTEE"), subject to the following terms and conditions:

1. The grant is for the period from May 6, 2022, through October 15, 2022. Upon submission to AHA of this signed Grant Letter Agreement (the "Agreement"), the AHA agrees to pay the amounts set out in Attachment A, not to exceed \$2,500, for GRANTEE'S participation in the Healthy for Life Community Nutrition Grant Program to facilitate GRANTEE'S participation in accordance with terms and conditions in this Agreement and the payment schedule outlined in Attachment A. The parties agree that the payment of this grant will not indicate or result in a special or preferential status for GRANTEE regarding its potential participation in any other AHA offered or sponsored programs.
2. GRANTEE represents that it is legally incorporated in, or has its principal operations in, the State where it is located, is a non-profit corporation in good standing with the State of Wyoming at the time of this grant Agreement and agrees it will maintain this status throughout the term of this Agreement. GRANTEE confirms further it is not a Type III supporting organization within the meaning of IRC Section 4943(f)(5)(A).
3. GRANTEE will inform the AHA immediately of (i) any change in or challenge to its corporate status including but not limited to non-profit status, adverse change in its standing with the State of Wyoming, or if it becomes a Type III supporting organization, (ii) any change in its organizational leadership or key personnel or (iii) any material change or adverse development relative to its financial condition, operations, activities or affairs. No payment hereunder shall be required to be made at any time after GRANTEE ceases to be a legal corporate entity, has an adverse change in its standing with the State of Wyoming, loses its non-profit status, or if it becomes a Type III Supporting Organization.

4. GRANTEE will have full control of the disposition of the grant and accepts responsibility for complying with this Agreement's terms and conditions. This grant is earmarked for GRANTEE and may not be transferred to any other entity or person, except as may be specified in the grant application or Attachment A. GRANTEE will maintain a separate accounting and supporting documentation of the use of grant funds for at least four years following the year in which the grant funds are fully expended to enable confirmation of its proper expenditure of the grant funds.
5. GRANTEE will submit 1 report outlining its progress towards the plans outlined in the Agreement and a summary of how the grant funds have been expended. This report is due on October 15, 2022
6. GRANTEE accepts responsibility for complying with this Agreement's terms and conditions. This grant is earmarked for GRANTEE and may not be transferred to any other entity or person.
7. GRANTEE agrees to promptly respond to interim inquiries and requests for information from the AHA regarding compliance with the terms of the grant and progress made towards achieving the goals of the grant.
8. GRANTEE acknowledges that the AHA and its representatives have made no actual promise of funding or renewal of funding in addition to the amounts provided under this Agreement.
9. It is understood that by signing this Agreement, GRANTEE agrees that it will conduct all activities to be funded by this grant in compliance with all applicable United States, state and local laws, as well as in compliance with the laws of any location or jurisdiction in which GRANTEE is operating, including applicable anti-terrorist financing and asset-control laws, statutes and executive orders.
10. GRANTEE agrees to ensure that all potential recipients and participants of GRANTEE's programs and services have access to programs and receive equitable services without regard to race, sex, education, ethnicity, socio-economic status, religion, ability/disability, sexual orientation, gender self-identification, age, country of origin, first language, marital status, citizenship or immigration status.
11. GRANTEE agrees to not use any portion of the grant to engage in, support or promote violence, terrorist activity or related training of any kind.
12. If GRANTEE wishes to publicize this grant, GRANTEE must contact the AHA at least 2 weeks before the desired date of the publicity for review and approval. GRANTEE shall not issue any press releases or otherwise make any public statement referring to this grant or using the AHA's or Aramark's name or logo without the prior written consent of AHA. The text of all press releases, public announcements, statements, campaign reports or materials that mention the grant must be approved in advance in writing by the AHA. GRANTEE shall provide the AHA with copies of any and all final press releases, public announcements and/or publications related to this grant. The AHA may make information about this grant public at any time by any means, including but not limited to on its website or in presentations or as part of its public reports or documents.
13. GRANTEE hereby agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the AHA, its officers, employees and agents from and against all claims, liabilities, losses and expenses (including reasonable attorney's fees), directly or indirectly, wholly or partially

arising from or in connection with any act or omission of GRANTEE, its directors, employees or agents in obtaining or accepting the grant from the AHA, in carrying out the programs funded with grant funds from the AHA.

14. If the AHA terminates this grant for cause, or if GRANTEE ceases to be a legal corporate entity, or ceases to be in good standing in the State of Wyoming, becomes a Type III Supporting Organization, or ceases to be a non-profit organization, then GRANTEE shall immediately repay the amount of grant funds provided to GRANTEE for GRANTEE'S participation in the Healthy for Life Community Nutrition program as of the date of the termination. In addition to the circumstances cited above, the AHA shall have cause to terminate the grant if GRANTEE becomes unable to carry out the purposes of the grant, or GRANTEE is in breach of any term of the grant. The AHA reserves the right to withhold any funds which have not been disbursed as of the date of the termination.
15. GRANTEE agrees that it will not, at any time during or after the term of this Agreement, use Confidential Information for purposes not authorized in writing by AHA, or disclose or allow to be disclosed any Confidential Information to any third party whatsoever, or permit any third party to examine and/or make copies of any reports, documents, data, or non-public information prepared by it or that comes into its possession or under its control by reason of this Agreement. The term "Confidential Information" includes all non-public information of AHA or any participating third-party, including, but not limited to, business affairs, finances, methods of operation, plans and/or other proprietary data, personal information of individuals and other data contained within files, databases, networks, and computer systems.
16. GRANTEE hereby understands and agrees to fully participate in the Healthy for Life Community Nutrition Grant program by participating in the activities set out in Attachment A.
17. AHA will reimburse GRANTEE in the amounts and pursuant to the schedule set out in Attachment A.
18. GRANTEE shall sign agreement indicating support of community nutrition program. An organization's signature below may be used to meet this requirement.
19. GRANTEE must complete the Supplier Package which will be accessed online and return with this signed letter.

By their signatures below, the parties agree to the terms of this Agreement.

For American Heart Association, Inc.:

E-SIGNED by Heather Gavras
on 2022-05-17 14:36:29 CDT

Heather Gavras, Portfolio Advisor, Nutrition

Signature	Name/Title	Date
-----------	------------	------

On behalf of GRANTEE, I understand and agree to the foregoing terms and conditions of the AHA's grant and hereby certify my authority to execute this Agreement.

By:

E-SIGNED by Juliet Daniel
on 2022-05-17 14:13:27 CDT

Signature	Name/Title	Date
-----------	------------	------



Supplier Package:

Please complete the online supplier package.

ATTACHMENT A

Activities of GRANTEE:

The purpose of AHA's Healthy for Life® community nutrition program is to provide food discovery experiences and nutrition education to community members to achieve the following:

:

- Attain and build food literacy (i.e., knowledge, attitudes and beliefs about healthy food) and increase knowledge of how to connect food choices with daily goals.
- Increase frequency around shopping and preparing healthy food.
- Increase confidence in shopping and preparing healthy home-cooked meals.
- Increase consumption of healthy foods (fruits, vegetables, whole grains).

Grantee works to support the mission to strengthen and empower healthy communities and aligns with AHA's philosophy around sustainable and systematic change. Grantee thinks strategically about assessing the impact of its work, with measurable goals and results. Grantee partners with others to work collaboratively within the community and to leverage additional support and funding sources. Grantee displays strong and effective leadership both internally and externally in the community. Grantee incorporates input from community residents into its work and operates with an equity first lens.

Use of Grant Funds/Payment Schedule:

The total grant of \$2,500 will be paid to GRANTEE upon execution of this Agreement.

Use of Funds:

AHA will provide funding to support the implementation of Healthy for Life and may only be used for the following purposes:

- Recruitment and marketing
- Purchase of demo supplies and materials (i.e., food, office supplies)
- Incentives for participation engagement in the program and evaluation
- Stipend for facilitator

During the term of this Agreement, AHA will:

- Provide technical assistance, training and resources to Grantee to effectively implement the Healthy for Life® community nutrition program.
- Provide evaluation tools and instructions.

Based on the funding received, your organization has agreed to:

- Identify a primary point of contact and participate in initial orientation.
- Conduct at least 4 educational experiences by using the Healthy for Life educational experiences.
- Engage at least 25 participants per session (preferably the same individuals each session).
- Provide a brief program report at the conclusion, including photos and budget breakdown.

Co-Branding/Statement of Relationship

All materials that reference GRANTEE's support or endorsement of the program or which display the AHA/Aramark Servicemark must be reviewed and approved in writing by the AHA during development and production and before printing and/or production and distribution. Any and all uses of the AHA/Aramark Servicemark must conform to the AHA's Branding Guidelines, as they may be amended from time to time, AHA's policies, and any other requirements established by the AHA. Upon termination or expiration of this Agreement, GRANTEE shall cease any and all use of the AHA/Aramark Servicemark, except as such permission has been granted in a written agreement signed by the parties.

The following Statement of Relationship must be used in all GRANTEE promotional materials related to the initiative and must accompany any approved use of the AHA/Aramark Servicemark:

- "University of Wyoming Extension Laramie County is proud to implement the Healthy for Life® community nutrition program, a joint initiative of Aramark and the American Heart Association. Healthy for Life® is a registered trademark of Aramark."
- University of Wyoming Extension logo may be added below the AHA/Aramark Servicemark and the local sponsor logo (*if applicable*), centered and sized at 50% with the Statement of Relationship above.

The funding provided may be used for:

- Recruitment and marketing
- Purchase of demo supplies and materials (i.e., food, office supplies).
- Incentives for participation engagement in the program

Funds may not be used for:

- Continuing education/professional development
- Sponsorship of fundraising events

Reporting Required:

Organization will provide a final report by October 15, 2022.

Use of Grant Funds/Payment Schedule:

The total grant of **\$2,500** will be paid to GRANTEE upon the schedule set out below.

Payment Date: By May 15, 2022, subject to AHA receipt of a signed agreement and completed supplier package.

Grant funds shall be used exclusively for the purposes described herein, and in accordance with the agreed upon goals and deliverables of the projects described in Attachment A.