

## **DEVELOPMENT AGREEMENT BETWEEN LARAMIE COUNTY AND THE WYOMING FAMILY HOME OWNERSHIP PROGRAM**

THIS AGREEMENT ("Grant Agreement") is made between Laramie County, State of Wyoming ("COUNTY"), whose address is 310 West 19<sup>th</sup> Street, Cheyenne Wyoming 82001, and WYOMING FAMILY HOME OWNERSHIP PROGRAM dba MY FRONT DOOR, a Wyoming non-profit corporation with 501 (c) (3) standing ("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.

**WHEREAS**, MY FRONT DOOR will utilize the grant funds to provide education, mentorship, and family/matching community savings to assist eligible families who qualify for home ownership within the grant period for existing owner occupied stick or modular housing in Laramie County.

### **I. COUNTY RESPONSIBILITIES**

- A. COUNTY has agreed to sponsor a COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) on behalf of the SUBGRANTEE.
- B. The COUNTY has been awarded the application for the project grant in the sum of Forty thousand dollars (\$40,000.00).
- C. Upon receipt by the COUNTY of evidence towards meeting public benefit requirements set forth below, the COUNTY shall seek reimbursement of these costs from the Wyoming Business Council under the CDBG rules on behalf of the SUBGRANTEE.

### **II. SUBGRANTEE RESPONSIBILITIES**

- A. SUBGRANTEE hereby agrees to abide by all terms and conditions set out in the grant agreement if funded and will assist COUNTY in performing all duties of SUBGRANTEE as set out in the COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT between the COUNTY and the Wyoming Business Council. Once this grant agreement is received and signed by the Laramie County Commissioners a copy will be forwarded to the SUBGRANTEE. It is understood that MY FRONT DOOR is a sub-SUBGRANTEE of the Grant.
- B. SUBGRANTEE agrees to ensure continued benefit to low and moderate income persons defined by the CDBG regulation for a period of time not less than five (5) years from the date of completion.
- C. SUBGRANTEE agrees to use the funds to provide the following:
  - Match the \$40,000.00 CDBG award with \$10,000 in community partner funds for the MY FRONT DOOR contribution at the time of the family closing on their first home.

- Provide up to \$20,000.00 in in-kind funds for home purchase costs of each new homeowner.

- D. SUBGRANTEE agrees that 8 families will be home owners by December 31, 2019.
- E. SUBGRANTEE agrees to submit a status quarterly report narrative to the Laramie County Grants Manager by the fifteenth of the month for January, April, July and October, starting July 2018 and ending in December 2019. A final report will be completed by December 31, 2019.
- F. SUBGRANTEE agrees to collect information pertaining to the closeout of the award to include but not be limited to, specific beneficiary information, debarred persons report, and a final cost disposition of the entire project.
- G. SUBGRANTEE agrees to be responsible and liable for all costs of this project. This includes, but is not limited to, all liability for any costs of this project which exceed the amount of the grant. SUBGRANTEE agrees to hold harmless and indemnify the COUNTY for any expenditures required by SUBGRANTEE pursuant to the CDBG Agreement.
- H. In the event the SUBGRANTEE fails to abide by the terms and conditions of the CDBG Agreement or this Agreement, the COUNTY may revoke sponsorship of the project grant, take over performance of the Agreement with WBC or transfer SUBGRANTEE'S rights and responsibilities under the Agreement to another entity pursuant to the terms and conditions of the CDBG agreement.
- I. In the event the SUBGRANTEE defaults or is deficient in the performance of any term of this Grant Agreement or any requirements of the CDBG program rules and regulations, then the COUNTY shall have the right to exercise all remedies provided by law or in equity, including without limitations:
  - a. Immediately terminating this Grant Agreement without further liability or obligation of the COUNTY
  - b. Issuing a letter of warning advising the SUBGRANTEE of the deficiency and putting the SUBGRANTEE on notice that additional action will be taken if the deficiency is not corrected or is repeated;
  - c. Requesting the SUBGRANTEE to submit proposals for corrective actions, including the correction or removal of the causes of the deficiency;
  - d. Advising the SUBGRANTEE that a certification will no longer be acceptable and that additional assurances will be required in such form and detail as the COUNTY may require;
  - e. Advising the SUBGRANTEE to suspend expenditures 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 CDBG Grant.

### III. GENERAL PROVISIONS

- A. Acceptance Not Waiver: COUNTY approval of the reports, and work or materials furnished hereunder shall not in any way relieve SUBGRANTEE of responsibility for the technical accuracy of the work. COUNTY approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out for the performance of this Agreement.
- B. ADA Compliance: All parties agree they will not discriminate against a qualified individual with a disability, pursuant to a law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § *et seq.* as amended, and/or any properly promulgated rules and regulations relating thereto.
- C. 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.
- D. Applicable Law and Venue: The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding a law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to SUBGRANTEE and to COUNTY in executing this Agreement. This provision is not intended nor shall it be constructed to waive COUNTY'S governmental immunity as provided in this Agreement.
- E. Assignment: Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other parties.
- F. Assumption of Risks: 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 Wyoming Business Council CDBG requirements. COUNTY shall notify SUBGRANTEE of any state or federal determination of noncompliance.
- G. Compliance with Law: SUBGRANTEE, and all work performed by SUBGRANTEE pursuant to this Agreement shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local. Further, SUBGRANTEE warrants that its work will be, at a minimum, in accord with accepted industry standards.
- H. Conflict of Interest: COUNTY and SUBGRANTEE affirm, to their knowledge, no SUBGRANTEE employee has any personal beneficial interest whatsoever in the Agreement described herein. No staff member compensated either partially or wholly

with funds from this Agreement shall engage in any conduct or activity which would constitute a conflict of interest with this Agreement.

- I. Contingent Agreement: All parties acknowledge and agree that this Agreement is contingent upon receipt of CDBG funds by COUNTY. All parties agree that in the event COUNTY does not receive funding for this project from the State of Wyoming by December 31, 2017, no party has any obligation under this Agreement and that this Agreement is void.
- J. Contingencies: SUBGRANTEE certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.
- K. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditioning of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.
- L. Entirety of Grant Agreement: This agreement (7 pages), Exhibit A, Application (33 pages), Exhibit B, Agreement with WBC ( 20 pages) represent the entire and integrated agreement and understanding between the parties and supersede all prior negotiations, statements, representations, and agreements, whether written or oral.
- M. Federal and State Required Contract Provisions: The COUNTY shall determine which of the following provisions are applicable and shall ensure compliance with all applicable provisions:
  - Environmental Documentation: contract documents shall include the appropriate level of environmental review and analysis.
  - National Historic Preservation Act (106 process): for projects involving historic or archaeological sites, the contract documents shall include the appropriate review and mitigation assessment.
  - Design Exceptions: contract documents must note any design exceptions; no exceptions are available for compliance with the American Disabilities Act (ADA).
  - Patented and Proprietary Products: contracts requiring the use of a patented or proprietary material, specification, or process, shall be prohibited unless: the item is purchased or obtained through competitive bidding with equally suitable unpatented items.
  - Disadvantaged Business Enterprises (DBE): DBE efforts shall be included in the project file to document the bid solicitation, and to assure that the action taken is in compliance with this request. Written proof compliance to this request should be available when requested.
  - Labor standards and requirements set forth in the Davis Bacon Act (40 U.S.C. §267a), the Contract Work Hours and Safety Standards Act (40 U.S.C. §327 et seq.), and regulations issued to implement such requirement, as each may be amended from time to time. Ensure all contractors and subcontractors

abide by Section 3 requirements. (weekly payroll required from contractors on the department of labor form <http://www.dol.gov/whd/forms/wh347.pdf>)

- N. **Force Majeure:** Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or negligence of said party.
- O. **Governmental/Sovereign Immunity:** COUNTY does not waive its Governmental/Sovereign 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.
- P. **Indemnification:** To the fullest extent permitted by law, SUBGRANTEE agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands, or expenses arising from or in connection with work performed by or on behalf of SUBGRANTEE for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. SUBGRANTEE shall carry all necessary liability and professional malpractice insurance sufficient to covers its obligations under this provision and provide COUNTY with Proof of such insurance.
- Q. **Independent Contractor:** The services to be performed by SUBGRANTEE are those of an independent contractor and not as an employee of COUNTY. SUBGRANTEE will be treated as an independent contractor for federal tax filing purposes. SUBGRANTEE assumes responsibility for its personnel who provide services pursuant to this Agreement and will make all deductions required for employers by state, federal and local laws and shall maintain liability insurance for each of them. SUBGRANTEE is free to perform the same or similar services for others.
- R. **Invalidity:** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable.
- S. **Limitation on Payment:** COUNTY'S payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by SUBGRANTEE the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify SUBGRANTEE at the earliest possible time of the services which will or may be affected

by the shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

- T. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if an when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other parties.
- U. Termination: This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party, within thirty (30) days prior written notice to the other parties; or (c) upon mutual written agreement with both parties.

**PROJECT DEVELOPMENT AGREEMENT BETWEEN LARAMIE COUNTY, AND  
THE WYOMING FAMILY HOME OWNERSHIP PROGRAM**

**Signature Page**

DEVELOPMENT AGREEMENT BETWEEN LARAMIE COUNTY AND MY FRONT DOOR

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: \_\_\_\_\_  
K.N Buck Holmes, Chairman  
Laramie County Commissioners

\_\_\_\_\_  
Date


ATTEST:

By: \_\_\_\_\_  
Debra Lee, Laramie County Clerk


\_\_\_\_\_  
Date

**SUBGRANTEE: WYOMING FAMILY HOME OWNERSHIP PROGRAM**

for By:   
Tammy Howard, Executive Director

  
\_\_\_\_\_  
Date

**REVIEWED AND APPROVED AS TO FORM ONLY**

By:  For  
Mark Voss, County Attorney

  
\_\_\_\_\_  
Date