

**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") (CFDA # 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, 2018 through September 30, 2019 ("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 \$14,672.00 ("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 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 pursuant to law. 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 requirements of law or regulation 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, WYFHOP Application with revised budget (22 pages), Attachment B, Reporting (9 pages) and Attachment C, 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


By: _____
K.N. Buck Holmes Chairman
Laramie County Commissioners

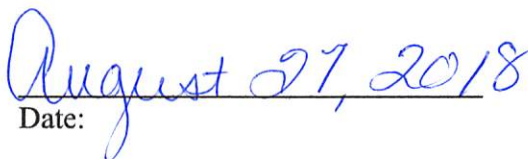
Date:

By: _____
Debra Lee, Laramie County Clerk

Date:

Wyoming Family Home Ownership Program dba My Front Door

By: 
Brenda Birkle, Executive Director


Date:

REVIEWED AND APPROVED AS TO FORM ONLY

By: 
Mark Voss, Laramie County Attorney


Date

State of Wyoming

Department of Family Services

Temporary Assistance For Needy Families (TANF) Community Partnership Initiative (CPI) Grant Application

PROPOSALS DUE: April 26, 2018
Proposal Issue Date: March 15, 2018
Proposal Contacts: Corrine Livers
E-mail: corrine.livers@wyo.gov

COVER PAGE

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

Name: Sandra Newland

Title: Laramie County Grants

Organization: Laramie County

Address: 309 W. 20th Street, Suite 3100, Cheyenne, WY 82001

Phone: 307-633-4201

Email address: snewland@laramiecounty.com

3. Primary Contact for the Sub-recipient. Implements the program.

Name: Brenda Birkle

Title: Deputy Director

Organization: Wyoming Family Homeownership dba My Front Door

Address: P.O. Box 21682, Cheyenne, WY 82003

Phone: 307-514-5831

Email address: brenda@myfrontdoor.org

4. Program Name: Wyoming Family Home Ownership Program
5. Requested Amount: \$25,000.00
6. Authorized Representative: _____
County Commissioner Chair

Date: _____

Phone: 307-633-4201 E-Mail: commissioners@laramiecounty.com

PROPOSAL

A. Summary of Proposed Program

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

Wyoming Family Home Ownership Program (WYFHOP) dba My Front Door (MFD) has a unique partnership across Albany County and Laramie County communities. Together with our families, business partners, donors, faith community partners, and service clubs, we are able to provide a hand up to low-income, working families in Laramie and Cheyenne to achieve first time home ownership. My Front Door enjoys broad community support with over 39 churches, business partners and professional experts.

After families achieve employment, the most important means of making a permanent change from poverty to self-sufficiency is home ownership. My Front Door is a six to seven year program that supports families in achieving and maintaining successful home ownership, utilizing My Front Door staff, volunteer mentors and community resources. Each program starts with an intensive 12 week financial literacy and preparedness course. After families save at least \$2,400 over the initial 9-24 months of the program, My Front Door provides each family with funding toward the equity on a new mortgage. The faster a family progresses, the less financial assistance they get in the form of a forgivable second mortgage (to promote self-sufficiency and ensure that our funding goes where it's *most* needed). All families still have to save a minimum of \$2,400, but they are matched at the following rates: 9 months at a 3-to-1 match, 10-17 months at a prorated 4-to-1 match and 18-24 months at a 5-to-1 match. The matching funding allowing each family to start out with significant equity in a home means that My Front Door families have a minimum of \$50,000 - and up to \$70,000 in home equity by their last year in the program. Once a family enters the home ownership phase of the program (5 years), they are eligible to apply for a \$1,000 maintenance allowance in years 2, 3, 4 and 5. Home ownership changes current and future generations providing in providing: equity, stability and an expectation of self-sufficiency for generations to come.

My Front Door families are provided with the knowledge base needed to be successful homeowners. Relationships are forged with community allies for families throughout the course of participation in My Front Door, introducing families to local lenders, realtors, businesses, property managers, title companies and other financially stabilizing resources. This project is truly a "hand up" program, enabling families to progress from dependency on government programs to true self sufficiency. Each family repairs credit, manages a family budget, troubleshoots economic emergencies and gets approved for a loan entirely on their own merits. Over the first five years of home ownership, families are able to access additional quarterly financial literacy training, program and community supports and four years of an annual \$1,000 maintenance grant.

The family's "starter home" is more than just a home. It's an investment in future generations, as it helps families improve the quality of life for their children, encourages good citizenship through community involvement, homeowner stewardship and sets a new economic standard for generations to come. Our model is based on the research and best practices of the "Bridges Out of Poverty" model of transitioning families from poverty to the middle class. The matching donations made by businesses and the faith community let My Front Door families know that their community is willing to invest in them, creating an atmosphere of support and acceptance. The funding provided by grants, foundations, faith partners, business partners, charitable organizations and individual donors will help us provide the most fundamental component in a family successfully transitioning out of poverty: HOPE.

2. Is this program different than 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.

Families with an Area Median Income of 50%-80%, as defined by HUD, but not over most current TANF guidelines for their family size

5. Beginning and end date of program.

October 1, 2018 to September 30, 2019

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

My Front Door is offered on an ongoing basis, serving each family for a total of 7 years, providing services year-round, with office hours from 9 am to 4 pm., Monday thru Friday and during evenings or on weekends by appointment to accommodate working families.

Daily: Ongoing advocacy, case management, crisis intervention, intakes and community referrals

Weekly: Multi-level platform social media contact, support, text/email /facebook/phone reminders, volunteerism opportunities, civic leadership opportunities, mentoring and communication regarding relevant community events

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

Yearly: 1 new financial literacy and home buyer education class with approximately 15-20 new adults and 25 new 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.

Per the Wyoming Business Council's Community Toolbox - Housing Reports by County (2017), Laramie County ranks eighth in the State for affordable housing.

"Laramie County is the most populated county in Wyoming. It has a housing shortage of almost 10,000 units for low income families and over 2,000 units for workforce housing."

"Cost burden" is defined as housing costs that range from 30 to 50% of gross household income; 17% of Laramie County households spend 31-50% of their income on housing. "Severe cost burden" is when housing costs are above 50% of gross household income; 10% of Laramie County households spend more than half their income on housing and 76% have affordable housing (less than 30% of income spent on housing)."

Housing Demand				
Percent of Median Family Income	Affordable Monthly Rental or Mortgage Payment	Affordable Housing Purchase Price ^[1]	Shortage Units for Purchase ^[1]	Shortage Rental Units Needed ^[2]
0-30	\$0-\$568	\$0-\$87,948	832	1,749
31-50	\$568-\$947	\$87,948-\$146,632	949	1,287
51-80	\$947-\$1,515	\$146,632-\$234,581	1,556	1,019

81-95	\$1,515-\$1,799	\$234,581-\$278,555	561	194
96-115	\$1,799-\$2,177	\$278,555-\$337,084	526	89
115+	\$2,177	\$337,084	2684	75

Number of Available Houses by Year Built

Year Built	Laramie County Households	Laramie County % of Total
1939-1979	21,328	56%
1979-1999	9,357	25%

One factor likely contributing to these rates of increase for homeowners is the age of housing available in Wyoming. In Laramie County, over half of all housing was built before 1979. In Laramie County, the vast majority (81%) of all housing was built before 1999.

The impact that structural age has on the value of housing is extremely significant. In fact, the median price of a structure in Laramie County built between 1970 and 1979 is over \$80,000 lower than a house built between 2000 and 2009. In Albany county, the value differential over the same time period is \$54,900. The benefits of homeownership are cannot be fully realized when the vast majority of housing available is drastically devalued by the structure's age, not to mention potential safety challenges such as lead paint and/or asbestos exposure as well as higher utility costs in homes built before 1979. The need developing new AND affordable housing for low-income participants has been clearly demonstrated thru:

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

Robert Wood Johnson Foundation - <https://www.rwjf.org/>

Greater Cheyenne Chamber of Commerce's - Enhanced Use Lease Project

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

Housing. Currently in the area there are a few programs that exist to help families navigate the financial process of renting, achieving financial stability, and moving toward achieving homeownership when appropriate. Populations include individuals, families, veterans, disabled, severe mental illness. Multiple programs exist that serve targeted populations such as veterans, felons, permanently disabled, and the severely mentally ill – and provide funding for rent only. These include Cheyenne Housing Authority, Habitat for Humanity, Rapid Rehousing, and Community Action of Laramie County. The highest level of support reaches the 80% of the Area Median Income (AMI), as defined by HUD (U. S. Department of Housing and Urban Development).

Cheyenne Housing Authority	Habitat for Humanity	WRAP	Wyoming Family Home Ownership Program
Serves: 0%-50% AMI	Serves: 30%-50% AMI	Serves: 50%-80% AMI	Serves: 50%-80% AMI
Population: Families with Children <i>and Individuals</i> Location: Laramie County and the City of Laramie (<i>exclude surrounding areas of Albany County</i>) Funding: Ongoing	Population: Families with Children Location: Laramie County and Albany County Funding: Ongoing Timeline: Apply 1x/yr, 1 yr services if accepted	Population: Families with Children Location: Laramie County and Albany County Funding: Ongoing Timeline: Apply 1x/yr, services until	Population: Families with Children Location: Laramie County and Albany County Funding: Ongoing Timeline: Apply any time, 7 years services

Timeline: 1-2 year wait list, ongoing once accepted		purchase is complete	
Services: SUBSIDIZED RENT / HOMEOWNERSHIP– rent can be combined with a homeownership component that invests a percentage of the family’s rent in an escrow that can be used for education, training, homeownership, or other financially stabilizing ventures.	Services: HOMEOWNERSHIP – builds homes and sells them to the families for the cost of the build, with a 1% interest rate. Families must be able to qualify for a mortgage with a lender in order to be selected. Families must provide “sweat equity” toward their home and others’ homes.	Services: HOMEOWNERSHIP – Financial literacy classes; savings and budgeting support; credit score must be 620 or higher; 1% interest rate upon close; foreclosed homes are remodeled and families can make an offer to purchase a completed home if they tour it and like it.	Services: HOMEOWNERSHIP – Financial preparedness classes and credit repair; mentoring; savings and budgeting support; equity support (like a down payment, but with different guidelines); trainings; civic leadership training; home maintenance grants.
Annual Families Served: 2,204 families (both counties)	Annual Families Served: 2 (one per county on average)	Annual Families Served: 10 families (statewide)	Annual Families Served: 54 families (both counties on average)

The My Front Door Program fills a special niche – 50% - 80% of the Area Median Income, while serving Laramie County without restriction, backed with ongoing funding from various grants, foundations, business partners, faith partners, and individual donors. The program’s seven-year span facilitates the best practice approach of Bridges Out of Poverty/Getting Ahead concepts. Families are trained and equipped to end poverty for themselves and future generations by using homeownership as the first of many wealth-building vehicles, establishing long-term asset acquisitions and growth. My Front Door provides families with access to crisis services, contingency planning, equity support, mentoring services, maintenance grants and ongoing civic leadership training (including but not limited to volunteerism and ability to apply to serve on the board for My Front Door). The “7 Habits of Highly Effective People” principles are reinforced through the development of effective habits such as budgeting, saving, time management and self-care. The maintenance grant component teaches each family the habit of enhancing the value of their investment (the home) and as an extension, their neighborhood and community as a whole. This makes My Front Door unique; the community is investing in the family while the family invests back in the community, creating symbiotic relationship between families and their community. The program is designed for the outcome of our graduates be firmly established in the middle class. When they complete that seventh year, the path for future leadership and vested stakeholders interest in serving their local communities is well established.

The Federal Reserve Bank of St. Paul, Minnesota conducted research showing that home ownership is a key component for families moving out of poverty, away from government services, and into self-sufficiency. The average net worth of a renter in the U.S. is just under \$10,000, while the average net worth of a homeowner is just over \$60,000. Homeowners with adequate resources are better able to provide a healthy, stable, stimulating and consistent environment to raise their children. These families experience lower teen pregnancy, risky behaviors and substance use, while also experiencing better grades, an increase graduation rate, increased college attendance and a higher likelihood that their children will grow up to be self-sufficient homeowners in their own adult lives.

The SMART Goals Self Assessment Form to collect important data looks like this:



Family Name: _____

11/1/17

SMART GOAL LIFE ASSESSMENT

QUARTERLY SMART GOALS

PREVIOUS GOALS	NEW GOALS
<div> <div>Goal Name</div> <div>Goal Description</div> <div>Goal Start Date</div> <div>Goal End Date</div> <div>Goal Status</div> </div>	

SMART GOALS ARE: Specific, Measurable, Attainable, Relevant, Timely
 A not so SMART goal might read, "I will lose some weight." Or "I will lose 20 pounds/week until the 1st."
 A SMART goal is short and simple, and reads, "I will lose ten pounds by March 31".

I complete a self assessment of the following areas based on how things are RIGHT NOW. If they are fantastic, with no room for improvement, then give it a 5. If improvement is possible, lower that number. Work with staff on the areas that are important to your family, support home ownership and financial wellness, and help yourself live a happy, healthy and successful life.

LIFE AREA	SELF-ASSESSMENT SCORE	NOTES
Overall Personal		
Financial Wellbeing		
Education		
Parenting		
Relationships		
Spirituality		
Physical Wellbeing		
Support System		
Health Status of Systems		
Identity		
Motor Vehicle/Transportation		
Language		
Business		
Technology/Internet		
Leadership/Training		
Budgeting		
Emergency Savings		
Home Savings		
Job/Knowledge		
Health Knowledge		
Workplace Relationships		
Time Management		
Career Development / Education / Training		

Have you had any changes in employment, including promotion / demotion / change of job / wage?

Name	Employer	Start Date	Start Wage	End Date	Ending Or Current Wage	Typical Hours Worked

What, if any, social service supports are you or any person living with you receiving?

- ☐ SNAP (food stamps) ☐ Child Care vouchers ☐ WIC ☐ Medicaid ☐ RHB rate ☐ HUD / rent
☐ Temporary Assistance for Needy Families ☐ Homeless ☐ VETS ☐ HUD / rent ☐ TANF / cash
☐ ASK (After School for Kids) ☐ Boys and Girls Club ☐ Youth Alternatives
☐ Big Brother Big Sister ☐ RFP (Reform Education Plan) at school or ☐ SMI (Drug Abuse Plan)

Is your child (or children)

Living with you or with a relative?	Progressing to the next grade level on time?	Graduating from high school (or GED)?	Involved in extracurriculars?

What future Leadership & Development trainings would you like to see?

Please verify your current address / phone / email:

Address	Phone	Email

Please provide a copy of your emergency savings and/or home ownership / retirement statements

Emergency Savings Balance	Home Ownership Savings Balance	Retirement Accounts
\$	\$	\$

Please indicate planned home improvement / maintenance projects and estimated costs / dates

PROJECT	COST(S)	DATE(S)

Community Referrals and Follow-Up:

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

My Front Door uses the following research-based curricula and strategies to help us achieve program goals:

Research-Based Curricula & Strategies	Description	How We Know It Works for My Front Door Families
Realizing the American Dream: Homebuyer Education	HUD approved, best practice to determine when a family is <i>ready</i> to purchase a home.	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.
Credit Counseling for Maximum Results:	HUD approved, while My Front Door isn’t certified in this to provide “credit counseling,” we do adhere to the concepts and guidelines promoting <i>credit counseling for long-term self-sufficiency</i> rather than credit counseling for <i>acquisition</i> . 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 economic crisis.	Proven Long-Term Self-Sufficiency: <ul style="list-style-type: none"> Out of 40 homeowners since the first mortgage in 2009, My Front Door has had 0 foreclosures. 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. My Front Door families homeownership as an investment, not a possession.
Bridges Out of Poverty	Identifies 11 different research-based areas that promote self-sufficiency and support successful transition to the middle class.	Wage Progression is Strong in My Front Door Families: SMART Goals self-assessments are centered around these 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.
Getting Ahead in a Just Getting By World	Identifies 11 different research-based areas that promote self-sufficiency and support successful transition to the middle class. Identifies systemic poverty causes and practical methods for individual empowerment.	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.
True Colors: Personality Types	Personality types affect behavior	Self-Awareness Leads to Self-Sufficiency. My Front Door families learn to create a budget / savings / spending strategy that incorporates their individual personality types without sabotaging financial success.
PAIRS Practical Application of Intimate Relationship Skills	When families are going through relationship challenges, these communication techniques teach families to set and follow agreed-	Formation and Maintenance of 2 Parent Families: Homeownership provides stability. <ul style="list-style-type: none"> Less than 15% of My Front Door

	upon guidelines to “fight fair” and provide strategies to talk things out before a fight occurs.	<ul style="list-style-type: none"> marriages end in divorce. More than 25% of single My Front Door parents marry while in the program.
5 Love Languages	Identifies 4 ways in which people receive love	Formation and Maintenance of 2 Parent Families: <ul style="list-style-type: none"> My Front Door families report their parenting experience as an 8.6 out of 10 possible points Less than 5% of My Front Door families report experiencing domestic violence in a current relationship
7 Habits of Highly Effective People	Strong daily habits determine who you will become – from relationships to time management	My Front Door Families Budget Well: Throughout the program families engage in regular, healthy financial strategies that build good habits. Being early for work, budgeting time for the unforeseen, contingency planning, scheduling family activities around budget restrictions.
JustFaith	Program promotes social justice rather than charity – addressing the cause of a social challenge rather than the symptoms.	Homeownership Provides Financial Leverage: Up to three generations are impacted when a family transitions from poverty to the middle class.

C. Community Partnerships

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

In planning and implementing the ideals and practical components of My Front Door Program, church partners came together to recognize and research the needs of Laramie County’s children. The United States Census published that 22% of families move at least once a year in Laramie County. One in five families moved at least once a year, running the risk of moving to a new school, re-establishing their home and most importantly, facing the emotional and educational disruptions caused by constant transition.

My Front Door cultivates board members active in banking, legal, military, tourism, state services, therapeutic services, child care and hospitality services. As of June 2017 our board is comprised of 50% alumni of the My Front Door program. Our agency will be guided by esteemed professionals *and* families who have successfully attained the dream of owning a home. It is important that our families have a voice in the future of My Front Door and its impact on Laramie County.

The organization and its staff have a long established history of volunteerism and collaboration with other nonprofit and social service agencies. Involvement in the Laramie County Community Partnership, the Wyoming Nonprofit Network, Laramie County Community College, the Wyoming Homeless Collaborative, Greenpath Debt Solutions, 2-1-1, United Way, Jonah Bank, First Interstate Bank, American National Bank and other collaborative community services allows critical community connections to be forged between My Front Door families and the community. Connection to business support is fostered by service on the Greater Cheyenne Chamber of Commerce Executive Board. The organization has a strong track record of successful casement management with staff experience in areas such as workforce development and health insurance.

With a focus on developing civic leadership skills and opportunities for My Front Door families within Laramie County, our participants give back and proactively seek ways to engage their community as homeowners. As new property owners and taxpayers, they experience the pride that comes with using their talents to improve their community. In short, they have a very real stake in the future of their neighborhoods, schools, town and community.

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
ASK Program	After School Programming
Boys & Girls Club	After School Programming / Meeting Space
Greenpath Debt Solutions	Debt and Credit Counseling
Peak Wellness/ Community Therapists	Mental Health Services / Meeting Space
Recovery Wyoming / Alcoholics Anonymous / Narcotics Anonymous	Recovery and Relapse Prevention
Faith Community (8 churches)	Mentors / Volunteers / Meeting Space / Crisis Support /
Dads Making a Difference	Vocational Training and Employment
Climb Wyoming	Vocational Training and Employment
Laramie County Community College	Vocational Training and Employment / Career Development / Board Development
Sage Technical Services (Truck Driving)	Vocational Training and Employment
Department of Workforce Services / WOIA	Vocational Training and Employment / Career Development
Align	Board Development
United Way	Collaborative connections between nonprofit agencies
UPLIFT	Support and advocacy for special needs children / IEP coordin.
STRIDE / Head Start	Coordinate early educational services and co-referral
Community Action of Laramie County	Crisis Services
Wyoming Nonprofit Network	Networking / collaboration / staff development
Wyoming Homeless Collaborative	Networking / collaboration / staff development
Wyoming Community Development Authority	Lending opportunities / CHDO oversight
Laramie County Grants Manager	Guidance and support on grant opportunities
Laramie County Library	Meeting Space / Training for Nonprofits / Grant Research
Grounded Solutions	Mentoring and Training to create a Community Land Trust to improve long-term affordable Housing Options
Jonah Bank, First Interstate Bank, Western States Bank, various Lenders	Mortgage and development services
Developers and Builders	Development Opportunities / Partnerships
Neighborworks Organization	National leader in lending practices, development, financial self-sustainability, best practices in housing
Great Cheyenne Chamber of Commerce	Access to a network of professional services

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?

- **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.
- **Goal 5:** Enhance sustainability of community efforts beyond the funding period.
- **Goal 6:** Provide assistance to needy families to be cared for in their own home or the homes of relatives.
- **Goal 7:** End dependence on government benefits through job, work, marriage, financial planning, and social stability.
- **Goal 8:** Encourage the formation and maintenance of 2 parent families.
- **Goal 9:** Increase in wages to 200% or more of the federal poverty level.

2. **Outcomes:** Using the chart below, please identify the measurable 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
New participant selection	Enroll 10 new families in each county	<ul style="list-style-type: none"> • Identify participants thru collaboration with agencies and community partners • Community outreach • Revisit prior applicants 	<ul style="list-style-type: none"> • Database • Attendance
Families will complete a 12 session financial literacy class	90% (18) of new families will complete financial literacy classes	<ul style="list-style-type: none"> • Classes Held • Section Post-Test • Graduation 	<ul style="list-style-type: none"> • Attendance • Section Post-Tests • Database
Families will save for a down payment on a home	32 participants (85%) of all participants (18 current and 20 new in Laramie County) will maintain a separate savings account	<ul style="list-style-type: none"> • Complete family budget • Open savings account 	<ul style="list-style-type: none"> • Bank statements • SMART Goals Life Assessment and data tracking sheet • Database
Families will engage in credit building and credit repair activities and address credit scores and debt to income ratios.	32 or more participants (85%), will be actively working to improving credit scores (to 640 or higher) and debt-to-income ratios (ideal is 41% or less).	<ul style="list-style-type: none"> • Credit repair / building plan established • Goals set 	<ul style="list-style-type: none"> • SMART Goals Life Assessment and data tracking sheet • Database • Credit monitoring

Outcome	Measurement	Activities to Accomplish Outcome	Data/Quality Assurance to be Collected to Validate Measurements
Families will attend at least two quarterly leadership and development trainings per year based on My Front Door family surveys.	38 individuals (100% of TANF eligible enrolled families) will attend 2 or more (50%) trainings offered on topics that promote economic, educational, and social stability	<ul style="list-style-type: none"> SMART Goals Life Assessment and data tracking sheet 	<ul style="list-style-type: none"> SMART Goals Life Assessment and data tracking sheet
Families will become homeowners	10 program families will become homeowners each calendar year	<ul style="list-style-type: none"> Families will close on a mortgage 	<ul style="list-style-type: none"> Mortgage “lender” packet provided at closing by title company Database
Families will maintain successful home ownership for five years	30 of homeowners (80%) will maintain ownership of the home for 5 years.	<ul style="list-style-type: none"> Quarterly SMART Goals / family visits meetings to track progress and identify challenges 	<ul style="list-style-type: none"> SMART Goals Life Assessment and data tracking sheet Database
Families will maintain or improve the value of the purchased home	38 participants (100%), will maintain or improve the value of the purchased home once purchased	<ul style="list-style-type: none"> Home visits 	<ul style="list-style-type: none"> Annual maintenance grant request Database
Families will set quarterly goal, to be self-assessed at quarterly family visits.	34 enrolled individuals (90% of TANF eligible families) will engage in quarterly family visits and complete self-assessment and set economic, educational and family strengthening goals.	<ul style="list-style-type: none"> Quarterly visits 	<ul style="list-style-type: none"> SMART Goals Life Assessment and data tracking sheet Database
Families will learn and practice SMART goal setting skills (specific, measurable, attainable, relevant, and timely) to establish and maintain family	34 or 90% of enrolled TANF eligible participants will learn and practice SMART goal setting skills during at least 3 of the 4 (75%) quarterly family visits and goal setting sessions to establish and maintain family	<ul style="list-style-type: none"> Quarterly family visits /meetings 	<ul style="list-style-type: none"> SMART Goals Life Assessment and data tracking sheet Database

Outcome	Measurement	Activities to Accomplish Outcome	Data/Quality Assurance to be Collected to Validate Measurements
stability.	stability.		
Families will achieve self-sufficiency.	Within 2 years of achieving home ownership, 70% of families will be transitioning off of supportive emergency social services.	<ul style="list-style-type: none"> • Career planning and development • Ongoing budgeting and credit building 	<ul style="list-style-type: none"> • SMART Goals Life Assessment and data tracking sheet • Database
Engage a student advocate for financial preparedness classes.	1 successful alumni of the program will be engaged as a student advocate for each of the financial preparedness classes, and will serve as a mentor and role model for new families.	<ul style="list-style-type: none"> • Select successful alumni 	<ul style="list-style-type: none"> • SMART Goals Life Assessment and data tracking sheet • Database
Grant has been awarded from Grounded Solutions program, to begin the process required for establishing a Community Land Trust.	Begin Phase 1 (of 2 phase program) for establishing a Community Land Trust with Grounded Solutions.	<ul style="list-style-type: none"> • Complete application • Get community input • Complete Phase 1 • Begin Phase 2 	<ul style="list-style-type: none"> • Tracking by board lead

3. Describe your data collection methods to be used.

My Front Door has invested in HomeKeeper software specifically designed to manage both the counseling/financial literacy and home buyer components of program along with regulatory requirements. It is a product developed by Grounded Solutions that maintains compliance with HUD standards and allows customizable data management and reporting. Currently we are tracking and calculating participation and successes manually which is very effective in a single dimension but falls short of applying individual data sets in the context of a full matrix. With the new software, we will easily be able to track every aspect of program participation from counseling and progress to homeownership and maintenance and providing a

comparative analysis dimension, not just within the program but on a national scale with the HomeKeeper Data HUB.

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

Ultimately success can be measured in three different way

- Meeting or exceeding self-selected SMART Goals by participants including but not limited to
 - Establishing a savings account
 - Improving credit scores
 - Career development/advancement
 - Personal communication classes
- Completion of financial literacy and preparedness program including the savings portion
- Purchasing and maintaining a home for five years and beyond

G. TANF Recruitment

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

Recruiting is done through community partners, presentations, online and social media marketing and word of mouth. Our marketing budget is limited, but a social media strategy helps. Applications are processed within 24 hours of receipt, initial meeting, selection, and enrollment upon starting the next annual class. Emergency and pre-planning services are provided before class starts so participants can progress toward their goal immediately.

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

20 newly enrolled individuals will be served by this program

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?

We accept tax returns or pay stubs for the month immediately preceding the application date.

BUDGET

Instructions:

1. The budget of the program should be described with enough detail that expenditures of funds could be easily reviewed. Preference will be given to programs concentrating on services rather than programs building their administrative structure.
2. 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 non-administrative expenses.
1. 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.
2. Program costs are associated with direct service delivery to TANF eligible individuals/families (i.e. salaries, 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*)

Donations, grants, foundations and fundraising events

2. What are the cost/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.

My Front Door a total of six families in both Albany and Laramie County successfully transitioned off of all government benefits and social service programs. My Front Door families learn how to achieve home ownership on their own merits. Families learn to build credit, reduce their debt to income ratio, build a solid savings account, and qualify for a mortgage. As tax paying property owners, My Front Door families become invested in the neighborhood where they live and raise their children. Homeowners are more likely to know their local representatives and how voting affects property taxes, education, and quality of life. With additional coaching in civic leadership and volunteerism, My Front Door families understand that they are expected to give back to the community that invested in them. Our families seek jobs that improve their financial picture, develop relationships within their support network, build professional relationships with lenders / realtors / title companies and other professionals, and learn about improving the value of their home in order to improve the overall neighborhood so property values increase. Lastly, families who go through My Front Door start off with immediate equity, and remain in the home for a minimum of five

years. Yearly maintenance grants of up to \$1,000 are available if families attend two or more quarterly trainings, and actively engage in family visits.

Amount Requested from Proposal:

25,000.00

	Program Costs	Administration Costs	Summary and Justification for Budget Expense
Salaries Admin: Activities spent managing the grant. Program: Wages for all staff who provide direct client services.	\$16,640.00	Click here to enter text.	Our caseload is high enough that we require a dedicated staff to complete SMART Goals quarterly meetings. 100% of this funding will go toward wages for staff providing direct client services
Employer Paid Benefits Admin: Activities spent managing the grant. Program: Wages for all staff who provide direct client services.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Employer Payroll Taxes Admin: Activities spent managing the grant. Program: Wages for all staff who provide direct client services.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Supplies Admin: Supplies and expenses needed to manage the grant. Program: Supplies needed for instructor use.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Recruiting and Marketing Cannot include promotional items.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Travel Travel necessary to serve participants.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Rent and utilities Admin: Rent and utilities for time spent managing the grant. Program: Rent and utilities for space provided to direct services for participants.	8,360.00	Click here to enter text.	Offices and classroom space necessary for program operation, administration and case management in Laramie County
Participant Tuition and Class Fees	Click here to enter text.	Click here to enter text.	Click here to enter text.

Participant Class Supplies and Materials	Click here to enter text.	Click here to enter text.	Click here to enter text.
Participant License and Certification Fees	Click here to enter text.	Click here to enter text.	Click here to enter text.
Participant Drug and Aptitude Screening Can include other types of assessments.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Work Support Services and Clothing	Click here to enter text.	Click here to enter text.	Click here to enter text.
Participant Wages	Click here to enter text.	Click here to enter text.	Click here to enter text.
Participant Fringe Benefits	Click here to enter text.	Click here to enter text.	Click here to enter text.
Participant Incentives	Click here to enter text.	Click here to enter text.	Click here to enter text.
Other Student Needs: Description -	Click here to enter text.	Click here to enter text.	Click here to enter text.
Sub-Total	\$25,000	Click here to enter text.	Total Administrative Costs cannot exceed 10% of your total Program Costs
TOTAL BUDGET (Program + Admin)	\$25,000		
Number of Individuals Planning to Serve	38		
Cost Per Individual	\$657.89		

ASSURANCE

In compliance with this grant proposal, as published by the Department of Family Service, and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services described in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

If successful in securing funds for TANF CPI, applicant agrees to the following:

1. Must abide by all rules (if applicable), state, and federal laws applicable to the grant.
2. Must guarantee compliance to federal, state and local fiscal guidelines and reporting requirements applicable to the grant.

Authorized Representative Signature: _____

(County Commissioner Chair)

Printed Name: _____

Date: _____

Assurances must be signed for grant application to be considered.

Part 3. CHECKLIST: CONTENTS OF APPLICATION

Please use this checklist to help assure all grant application components are included in your finished proposal.

- ☐ Cover Sheet
- ☐ Proposal
- ☐ Budget
- ☐ Assurance
- ☐ Other Information
 - ☐ Copy of TANF eligibility intake form to be used by each sub-recipient
 - ☐ Wyoming Secretary of State Registration (if applicable)
 - ☐ Certificate of Good Standing (if applicable)

Quarterly Report and Invoice



Temporary Assistance for Needy Families
Wyoming Department of Family Services

TANF CPI
FFY 19 Quarterly Report and Invoice

County/Tribe:

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]

Evaluation of Outcomes:

Greater Wyoming Big Brothers Big Sisters:

Outcome	Performance Measure	Activities/Collaborations Conducted to Meet Outcome	Data/Quality Assurance to be Collected to Validate Measurements
80% of youth will improve or maintain positive attitudes in relation to educational success, risk attitudes, and/or socio-emotional competency.	Youth Outcomes Survey		
80% of youth will improve or maintain positive attitudes in relation to parental trust or adult relationships.	Youth Outcomes Survey		

Boys and Girls Club:

Outcome	Measurement	Activities to Accomplish Outcome	Data/Quality Assurance to be Collected to Validate Measurements
Identify 60 TANF eligible youth	Utilize TANF intake form to screen potential scholarship applicants.	Click here to enter text.	Click here to enter text.
Youth participate at least 52 times per year.	We will utilize our member tracking system to record Club attendance throughout the year.	Click here to enter text.	Click here to enter text.
Youth participate in age-appropriate programs which fit TANF goals.	We will utilize our member tracking system to record activity participation among TANF participating members specifically.		
Youth achieve academic success	Academic success is tracked through grade monitoring, which we work with parents and LCSD1 to do.		

Climb Wyoming:

Outcome	Measurement	Activities to Accomplish Outcome	Data/Quality Assurance to be Collected to Validate Measurements
80% of Climb participants who enter a program will successfully complete it.	24 of the 30 participants who enter the program will successfully complete it.	Click here to enter text.	Click here to enter text.
70% of Climb program graduates will be employed after program completion.	17 of these program graduates will be employed one year after program completion	Click here to enter text.	Click here to enter text.
The target wage post-program will be a wage that moves participants towards self-sufficiency based on the Wyoming Self Sufficiency Standard.	17 program graduates will be earning a wage that moves them towards self-sufficiency based on the Wyoming Self Sufficiency Standard.	Click here to enter text.	Click here to enter text.
50% of Climb program graduates who enter the program utilizing food stamps will show a decrease in the dependence on food stamps.	6 of the 12 program graduates who enter the program utilizing food stamps 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 healthcare.	3 of the 6 program graduates who enter the program utilizing public healthcare will end their dependence on public healthcare.		
100% of graduates will have received life skills trainings and mental health counseling.	The 30 participants who participate in 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/Collaborations Conducted to Meet Outcome	Data/Quality Assurance to be Collected to Validate Measurements
New participant selection	Enroll 10 new families in each county		
Families will complete a 12 session financial literacy class	90% (18) of new families will complete financial literacy classes		
Families will save for a down payment on a home	32 participants (85%) of all participants (18 current and 20 new in Laramie County) will maintain a separate savings account		
Families will engage in credit building and credit repair activities and address credit scores and debt to income ratios.	32 or more participants (85%), will be actively working to improving credit scores (to 640 or higher) and debt-to-income ratios (ideal is 41% or less).		
Families will attend at least two quarterly leadership and development trainings per year based on My Front Door family surveys.	38 individuals (100% of TANF eligible enrolled families) will attend 2 or more (50%) trainings offered on topics that promote economic, educational, and social stability		
Families will become homeowners	10 program families will become homeowners each calendar year		
Families will maintain successful home ownership for five years	30 of homeowners (80%) will maintain ownership of the home for 5 years.		
Families will maintain or improve the value of the purchased home	38 participants (100%), will maintain or improve the value of the purchased home once purchased		
Families will set quarterly goal, to be self-assessed at quarterly family visits.	34 enrolled individuals (90% of TANF eligible families) will engage in quarterly family		

	visits and complete self-assessment and set economic, educational and family strengthening goals.		
Families will learn and practice SMART goal setting skills (specific, measurable, attainable, relevant, and timely) to establish and maintain family stability.	34 or 90% of enrolled TANF eligible participants will learn and practice SMART goal setting skills during at least 3 of the 4 (75%) quarterly family visits and goal setting sessions to establish and maintain family stability.		
Families will achieve self-sufficiency.	Within 2 years of achieving home ownership, 70% of families will be transitioning off of supportive emergency social services.		
Engage a student advocate for financial preparedness classes.	1 successful alumni of the program will be engaged as a student advocate for each of the financial preparedness classes, and will serve as a mentor and role model for new families.		
Grant has been awarded from Grounded Solutions program, to begin the process required for establishing a Community Land Trust.	Begin Phase 1 (of 2 phase program) for establishing a Community Land Trust with Grounded Solutions.		

Successes and Challenges:

Please share quarterly successes and challenges.

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	Admin. Costs	YTD Program	YTD Admin	Program Budget	Admin Budget
Salaries						
GWBBBS					\$6,040.00	\$708.00
BGC					\$30,190.00	\$3,015.00
Climb					\$24,774.00	\$3,303.00
WFHOP					\$9,872.00	
Employer Paid Benefits						
BGC					\$1,000.00	\$100.00
Climb					\$1,770.00	\$295.00
Employer Payroll Taxes						
GWBBBS					\$823.00	\$97.00
BGC					\$3,034.00	\$301.00
Climb					\$2,477.00	\$414.00
Supplies						
Climb					\$100.00	
Recruiting and Marketing						
Travel						
Rent and Utilities						
GWBBBS					\$1,180.00	
BGC					\$6,000.00	\$600.00
Climb					\$4,424.00	
WFHOP					\$4,800.00	
Participant Tuition and Class Fees						
Participant Class Supplies and Materials						
Climb					\$112.00	
Participant License and Certification Fees						
Participant Drug and Aptitude Screening						
Work Support Services and Clothing						
Participant Wages						
Participant Fringe Benefits						

Participant Incentives & Expenses						
Climb					\$1,180.00	
Other Participant Needs						
Climb Mental Health Provider					\$5,391.00	
Sub-Totals	0.00	0.00	0.00	0.00	\$103,167.00	\$8,833.00
TOTAL (Program + Admin)					\$112,000.00 GWBBBS = \$44,240.00 BGC = \$8,848.00 Climb = \$44,240.00 WFHOP = \$14,672.00	
Number of Participants Served					GWBBBS = 15 BGC = 36 Climb = 30 WFHOP = 38	
Cost Per Participant					GWBBBS = \$589.87 BGC = \$1,229.00 Climb = \$1,474.67 WFHOP = \$386.10	

**CONTRACT BETWEEN
WYOMING DEPARTMENT OF FAMILY SERVICES
AND
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, Hathaway Building, Cheyenne, Wyoming 82002, and Laramie County Commissioners (Contractor), whose address is: 309 W. 20th Street, Suite 3100 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 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, 2018 or Effective Date, whichever is later, through September 30, 2019. 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-twelve thousand dollars (\$112,000.00). Payment shall be made quarterly. 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.
 - 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. The federal source of funding is TANF, CFDA #93.558.
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. A TANF Eligibility Intake Form shall be completed for each family being billed under this Contract;

- D. Bill the Agency for funding quarterly. The Contractor shall only bill for services provided to TANF eligible families. The quarterly invoice in Attachment B, which is attached to and incorporated into this Contract by this reference, shall be used when submitting quarterly invoices.
- E. Limit the administrative costs at 10% of the program costs per invoice submission;
- F. Provide quarterly program performance reports. 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 the month;
- H. Submit the Year End Report summarizing the entire year no later than thirty (30) days after the term of the Contract;
- I. 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;
- J. Not use funds to provide cash, check(s) payable directly to the individual(s), or credit card company gift cards served by the program; and
- K. 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. Monitor Contractor's efforts in securing other funding to ensure the program is sustainable after the funding period.

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.** Subrecipient 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.** Subrecipient 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 Subrecipient purchases ownership using funds awarded under this Contract. Subrecipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Contract.
- M. Federal Audit Requirements.** Subrecipient 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. Subrecipient 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, Subrecipient 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.** Subrecipient 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. Subrecipient 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.** Subrecipient 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 the payment of 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 the funds are available. The Agency shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty 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 any 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. Certificate of Good Standing.** The Contractor shall provide to the Agency a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that Contractor is authorized to conduct business in the State of Wyoming, if required, before performing work under this Contract. Contractor shall ensure that annual filings and corporate taxes due and owing to the Secretary of State's office are up-to-date before signing this Contract.
- H. 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.
- I. Confidentiality of Information.** Except where disclosure is required by the Wyoming Public Records Act or court order, 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 shall be kept confidential by the Contractor unless written permission is granted by the Agency for its release. If and when Contractor receives a request for information subject to this Contract, Contractor shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.
- J. Entirety of Contract.** This Contract, consisting of ten (10) pages; Attachment A, Program Description, consisting of fifty nine (59) pages; and Attachment B, TANF CPI Quarterly Report and Invoice, consisting of nine (9) pages, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.
- K. 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.

- L. 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.
- M. 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.
- N. 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.
- O. 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.
- P. 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.
- Q. Ownership and Destruction of Documents and Information.** Agency 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.

- R. Patent or Copyright Protection.** The Contractor recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Contractor or its subcontractors will violate any such restriction. The Contractor shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- S. 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. § 9-2-1016(b)(iv).
- T. 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.
- U. 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.
- V. 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.
- W. 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.
- X. 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.

- Y. 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.
- Z. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- AA. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- BB. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- CC. 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.

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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

Thomas O. Forslund, Director

Date

Korin A. Schmidt, Interim Senior Administrator

Date

CONTRACTOR:

Laramie County Commissioners

Buck Holmes, County Commissioner Chair

Date

ATTEST:

Laramie County Clerk

Debra Lee, County Clerk

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM


Margaret A. R. Schwartz, Assistant Attorney General

Aug. 14, 2018
Date