

**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, 2019 through September 30, 2020 ("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 \$10,000 ("Grant Award"). Payment will be made following SUBGRANTEE'S delivery to COUNTY of quarterly invoices detailing services performed in connection with the Project in a form satisfactory to COUNTY.
- 4) Responsibilities of Grantee Regarding the Project. In undertaking and completing the Project, the SUBGRANTEE further agrees as follows:
 - a) Professional Services. The SUBGRANTEE agrees to perform all aspects of the Project in a professional manner and in accordance with the degree of care, competence and skills that would be exercised by a SUBGRANTEE under similar circumstances, to the satisfaction of the COUNTY.
 - b) Procurement and Administrative Regulations. SUBGRANTEE agrees to comply with federal procurement and administrative regulations as stated in 2 C.F.R. § 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations: as enacted in regulations by the U.S. Department of Health and Human Services.

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

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

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

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

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

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

8) General Provisions.

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

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

- h) Entirety of Grant Agreement: This Grant Agreement (8 pages) and Attachment A, WYFHOP Application with revised budget (16 pages), Attachment B, Reporting (7 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: _____
Linda Heath, Chairman
Laramie County Commissioners

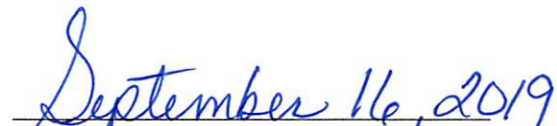
Date:

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

COVER PAGE

1. County/Tribe: Laramie
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: Grants Manager

Organization: Laramie County

Address: 310 W. 19th Street, Suite 140, Cheyenne, WY 82001

Phone: 307-633-4201

Email address: snewland@laramiecounty.com

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

Name: Brenda L. Birkle

Title: Executive Director

Organization: WYFHOP dba My Front Door

Address: P.O. Box 21682

Phone: 307-286-0736

Email address: brenda@myfrontdoor.org

4. Program Name: Phase I Financial Literacy
5. Requested Amount: \$10,000.00
6. Authorized Representative: Linda Heath, Chairman
County Commissioner Chair

Date: April 23, 2019

Phone: 307-633-4260 E-Mail: commissioners@laramiecounty.com

PROPOSAL

Summary of Proposed Program

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

My Front Door (MFD) helps participants address and overcome barriers using the best practices of Bridges Out of Poverty and Getting Ahead concepts. Families are equipped to end poverty for themselves and future generations by using homeownership as the first of many wealth-building vehicles, spending 30% or less of income on housing. In addition to the specific activities described below, MFD 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 program is a hand-up versus a handout approach to economic mobility by helping families permanently transition from poverty to the middle class through home ownership. After employment, the most important means of making a permanent change from poverty to self-sufficiency is homeownership.

Our model's seven-year program relationship has demonstrated long term success as families learn to navigate a new or increased social and economic structure. This relationship ensures families are supported and have continued access to resources through MFD's Family Advocate.

Individuals who are the focus of our work and influenced by our activities include, but aren't limited to:

- a. Single mothers and their families;
- b. Single fathers and their families;
- c. Two parent families;
- d. Seniors raising grandchildren;
- e. Children under the age of 18; and
- f. Families raising relatives of extended family members or friends

Homeowners with adequate resources are better able to provide a healthy, stable, stimulating and consistent environment to raise their children. A new generation of children experiencing a more stable family financial setting in a home environment marked with less moves and school changes will dramatically increase the probability of graduation. The effect on risk factors for these families is that they experience lower teen pregnancy, less risky behaviors, fewer encounters with the justice system and substance use, while also experiencing better grades, an increased graduation rate, increased college attendance and a higher likelihood that their children will grow up to be self-sufficient homeowners as adults. Up to three generations are positively impacted by home ownership and in this way, we can eliminate poverty and effect enduring generational change, one homeowner at a time.

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

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 current TANF guidelines for their family size.

5. Beginning and end date of program.

October 1, 2019 - September 30, 2020

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

MFD serves each family for a total of 7 years on a year-round and ongoing basis, as follows:

Daily (9:00 A.M. to 4:00 P.M.): Advocacy, case management, crisis intervention, financial coaching and community referrals

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

Yearly: One new financial literacy and home buyer education class of 10 families - typically consisting of 15-20 adults and 25-30 children

B. Statement of Need

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

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

Per the Wyoming Business Council's (WBC) Community Toolbox - Housing Reports by County (2017), Laramie County ranks eighth in the State for affordable housing and in 2017, 26,548 or 27% of people experienced a housing cost burden.

"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 31% 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.

Demand in Laramie County illustrated in charts below

Housing Demand Laramie County				
Percent of Median Family Income	Affordable Monthly Rental or Mortgage Payment [2]	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

One factor likely contributing to the costs for homeowners is the age of housing available in Wyoming. In Laramie County, over half of all housing was built before 1979; 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. The benefits of homeownership 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 to develop 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/> - Various published studies/papers

The Robert Wood Johnson Foundation's 2018 County Health Rankings

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

Wyoming Community Development Authority's Affordable Housing Allocation Plan

Root causes or additional contributing factors include both internal and external influences. Internally, the unique challenges of rural communities including distance, transportation and workforce development/education. These barriers can significantly limit the vulnerable population's mobility within social classes. Demographics play a large role in the affordable housing shortage as well. According the ENDOW Council's (Economically Needed Diversification Options for Wyoming), Socioeconomic Assessment - August 30, 2017, Wyoming has one of the highest proportions of early baby boomer population in the nation. Along with an emphasis on the positive health effects of "aging in place", this further reduces available family, starter and workforce housing.

External factors include a commuting workforce; 6,665 people work in Laramie County but permanently reside out of state per the WBC, Housing Tool Kit. Discussions to limit housing starts along the Colorado Front Range based on a lack of infrastructure threatens to compound the problem with the probability of increased gentrification. Missed opportunities to recruit larger employers based on a lack of available workforce has crippled many small communities in the state. The polarizing paradox are the issues that arises when communities do successfully attract industry and are then faced with a lack of needed infrastructure including affordable housing.

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

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

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

My Front Door ensures programs and services are need driven and relevant under a tripartite board composition that includes alumni and low-income representatives. An advisory board of community stakeholders serves to further inform the board on community matters.

These core model differences have provided a structure for progress and long term success through education, planning, inclusion and compassion that establish My Front Door as a proven success model.

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

Research Based Curriculum Strategies	Description	How We Know It Works for ALL Families
Realizing the American Dream: Homebuyer Education	HUD approved, best practice to determine when a family is ready 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:	<p>HUD approved, while MFD aren't certified in this to provide "credit counseling," we do adhere to the concepts and guidelines</p> <p><i>promoting credit counseling for long-term self-sufficiency rather than credit counseling for acquisition. Acquiring a home (or car or even a puppy) is best achieved after a family has developed strong financial skills and habits, has grown significant savings, and can handle economic crisis.</i></p>	<p>Proven Long-Term Self-Sufficiency:</p> <ul style="list-style-type: none"> • Out of 44 homeowners since the first mortgage in 2009, MFD has • had 1 foreclosure (Due to relapse). • Generational change – children are included in the budgeting process. • Building good financial habits allows our families to invest FIRST in a home, then in their savings and retirement. • MFD family homeownership is an investment, not a possession.
Bridges Out of Poverty	<i>Identifies 11 different research-based areas that promote self-sufficiency and support successful transition to the middle class.</i>	Wage Progression is Strong in MFD 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	<i>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.</i>	Understanding of Systemic Poverty vs. Personal Responsibility: families learn to identify where they have control, which hidden rules they need to discover to navigate complicated government systems, and how to grow their skills and leverage them to join the middle class.
True Colors: Personality Types	<i>Personality types affect behavior</i>	Self-Awareness Leads to Self-Sufficiency. MFD families learn to create a budget / savings / spending strategy that incorporates their individual personality types without sabotaging financial success.

C. Community Partnerships

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

Program Partners are essential to our success in terms of sharing trends and information, referrals, mutual advisement and where possible, leveraging services.

Partners and stakeholders in addition to those included in the table below are: ASK, the

Boys and Girls Club of Cheyenne, Green Path Financial Wellness, Legal Aid of Wyoming, Wyoming 2-1-1, Laramie County Community Partnership, Salvation Army, Goodwill, Unaccompanied Student Initiative, Cheyenne Housing Authority, Wyoming Nonprofit Network, Laramie County Public Library, Peak Wellness, University of Wyoming, Laramie County Community College, Sage Trio, CASA, Cheyenne Regional Medical Center, Wyoming Women's Business Center, Wyoming Community Foundation, Habitat for Humanity, Greater Cheyenne, Laramie Chamber Business Alliance, WyONAHRO and the Wyoming Women's Foundation

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

Our newly formed advisory board is designed to engage partners where time and capacity limitations would otherwise not allow. This panel will serve to brief the board, committees and staff at regular meetings about initiatives, programs and community issues affecting MFD work. The panel will provide an opportunity for members to consider full board services as vacancies arise. At the same time, we are able to identify more collective impact efforts and support the work of other groups through the transfer of knowledge.

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

Additional lines/pages may be added if needed.)

Community Partner	Resource that will be provided
Wyoming Community Development Authority	Serves as our State "Project Jurisdiction" and secondary link to HUD. Currently providing Capacity Funding as well as oversight and partners in scaling or developing program offerings.
Housing and Urban Development	Provides issues and maintains our HUD Certified Secondary Lender status and provides linkages to additional certifications or funding source as appropriate.
Wyoming Business Council	Opportunity to apply for CDBG Funding, data and expertise in the application of tax credits in MFD projects.
Climb Wyoming	Partner staff to coordination organization prestation's to their participants and referral linkage to beneficiaries.
Dads Making a Difference	Partner staff to coordination organization prestation's to their participants and referral linkage to beneficiaries.
Community Action of Laramie County	Partner staff to coordination organization prestation's to their participants and referral linkage to beneficiaries.
Safehouse Services	Partner staff to coordination organization prestation's to their participants and referral linkage to beneficiaries
Greater Cheyenne Chamber of Commerce	Engagement and linkage to community issues and projects that align with our mission where we can serve as mutual resources.
Faith Community	Funding and volunteers to assist the events, projects and mentor program.

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

The MFD Board of Directors and Executive Director actively diversify funding streams so the program is never dependent on just one source of funding. Our funding includes state, city and county grants, foundations, Board contributions, nonprofit, private donors, fundraising, business and faith partners. MFD has earned a Community Housing Development Organization (CHDO) and HUD Certified Secondary Lender designation allowing us access to funds and the ability to structure equity for families who might otherwise not realize the American dream. MFD is actively pursuing nonprofit development of affordable housing units –rental units, community land trust units a traditional homeownership opportunities to create a sustainable stream of self-generated income.

Resources committed by MFD include a dedicated full time Laramie County Family Advocate to provide direct services and a volunteer Board of Directors to provide governance of the organization. MFD will maintain an office space in further commitment to the families and community. The Executive Director will serve as an experienced grants manager and will provide timely, accurate and thorough reports while maintaining a high-level fiduciary integrity and transparency.

D. Project Goals and Outcomes

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

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

Goal 1: Ensure community wide collaboration in planning and implementation efforts

Goal 2: Award TANF funding based on data-driven, community-based decision making

Goal 3: Implement and evaluate effective, research-based programs and strategies.

Goal 4: Provide services that will assist families in moving toward self-sufficiency.

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 two-parent families.

Goal 9: Increase in wages to 200% or more of the federal poverty level.

The strategy of our program model in achieving the above goals is evident throughout our seven-year program as described below:

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

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

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

2. **Outcomes:** Using the chart below, please identify 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)

The following table illustrates our over arching participant goals for all three phases of our program please note phases two and three (in grey) not considered for funding under this request but illustrates the entire program cycle.

Outcome	Measurement	Activities to Accomplish Outcome	Data/Quality Assurance to be Collected to Validate Measurements
Completion of Phase I; low to moderate income participants complete a 12-week financial literacy course	100% of Families that enroll will complete Phase I	Twelve, two-hour weekly classes to be delivered by our Certified Housing Counselor and Family Advocate	Attendance is kept and chapter tests are administered as part of the American Dream curriculum.
Completion of Phase II; participants establish and maintain a home savings account	60% of those that completed Phase I will move into Phase II.	Individual budgeting and SMART Goals sessions with individual progress plans and interim activities for participants to complete.	Bank Statements verify progress toward emergency/contingency planning and down payment savings. Credit reports and other tools as individually necessary.

3. Describe your data collection methods to be used.

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

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

Internally data collected serves to inform our board about trends, performance and outcomes to ensure that programs and services are relevant, timely and need driven. Strategic planning takes on another dimension when prudent fiscal governance and oversight are weighted against participant success on every level. Individual characteristic or traits also become evident which allows the Family Advocate the opportunity facilitate learning approaches for each family. Data collected on SMART goals is further used to identify quarterly training topics.

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

G. TANF Recruitment

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

The recruitment process begins with a well-designed model with demonstrated success that continues under a dedicated and passionate staff. Engaging with community partners ensures that we are not operating in a silo. Partnerships also serve as one strategy to include vulnerable populations and diversify applicant pool. This is critical to effect deeper impact and enrich the program experience for all participants. Online and social media marketing keep us engaged with alumni word of mouth being one of our strongest recruitment tools.

We accept applications on an ongoing basis and applicants are contacted within 24 hours of receipt. Basic eligibility is determined through this process and qualifying applications held for the class schedule and final selection. Applicants that are not quite prepared are counseled by our Family Advocate to set goals and prepare an action plan in preparing for the next class offered. Candidates that don't meet basic eligibility are referred to program partners in the community where appropriate.

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

Yearly: One new Financial Literacy and Home Buyer Education class of 10 families - typically consisting of 15-20 adults and 25-30 children or 40 to 50 total individuals.

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.

Income eligibility is determined with the collection of previous year's tax returns or most recent paystubs.

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
3. Only expenses related to services to TANF eligible individuals/families can be billed to TANF CPL. 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.
4. 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*)

My Front Door's strategy includes continued grant applications, donations, fundraising and other such asks to fill funding gaps as necessary; we strive to minimize impact by pursuing funds from multiple sources. However, the Board of Directors together with the Executive Director draft and approve a conservative annual budget, predicated on the reality that every dollar does count. Any decreased or unsuccessful funding request has a direct effect on our capacity to provide benefit to the target population and ultimately the community.

Cash resources leveraged here include funding from the Catholic Campaign for Human Development, John P. Ellbogen Foundation, Wyoming Community Development Authority - Capacity Funds, United Way and committee faith community partners. Non cash resources include an endowment held by the Wyoming Community Foundation.

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.

Homeowners with adequate resources are better able to provide a healthy, stable, stimulating and consistent environment to raise their children. A new generation of children experiencing a more stable family financial setting in a home environment marked with less moves and school changes will dramatically increase the probability of graduation. The effect on risk factors for these families is that they experience lower teen pregnancy, less risky behaviors, fewer encounters with the justice system and substance use, while also experiencing better grades, an increased graduation rate, increased college attendance and a higher likelihood that their children will grow up to be self-sufficient homeowners as adults. Up to three generations are positively impacted by home ownership and in this way we can eliminate poverty and effect enduring generational change, one homeowner at a time.

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

Attracting an adequate and skilled workforce is not just an issue for Wyoming today, but for all future generations living in an economically disadvantaged household. Per the State of Wyoming Administration and Information's published Salary Averages by Classification updated January 2, 2018, the average hourly wage for a Highway Maintenance Specialist 1 is \$20.07 or \$41,745.60 per year. If that individual is a single head of household with three children, the household is at 55% of Area Median Income (AMI). Spending no more than 30% (considered that maximum for affordability) of household income on housing would afford this family a \$195,000 home with a payment of \$1,3929 (PITI). The average home price in Laramie County \$274,550 (all residential type) per the Cheyenne Board of Realtor's web-site with time on the market 1.6 months (all residential type); well out of reach for this family.

Further complicating our ability to develop our own workforce is the cost of Instate postsecondary education for this family, estimated at \$19,777 annually. For these 3 children to pursue 4-year degrees is a staggering \$237,324.00. To put that in perspective, it is \$42,324.00 more than the purchase price of a home in their affordability range if it were even available. Diminishing educational and economic inequity through the wealth building process of homeownership empowers vulnerable populations to enter the middle class. Creating a relationship between first time homebuyers and a family advocate and other community allies ensures they stay there. In so doing we create a natural pathway of economic mobility and establish a "new norm" within the household. This "new norm"

serves as an immersion learning environment, changing the blueprint for as many as three generations forward.

Society's impression of affordable housing is frequently a misperception of not only what affordable means but who needs affordable housing. Often you must explain more about the term "affordable housing" than you do the math that proves the case. In simple terms we mean the place where our teachers, certified nursing assistants, paralegals, snow plow drivers, food service and hospitality workers can sleep at night and still afford to eat, drive a dependable car and save for retirement.

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

Social justice and diversity are the organic benefits of affordable housing as it ensures that properties sold to income qualified households

Amount Requested from Proposal:

~~10,000.00~~

	Program Costs	Admin Costs	Summary and Justification for Budget Expense
Salaries; <u>Admin:</u> Activities spent managing the grant. <u>Program:</u> Wages for all staff who provide direct client services.	3000.00	Click here to enter text.	My Front Door Case Management services provide individual counseling and development services and are tracked separately from classroom (tuition) instruction
Employer Paid Benefits <u>Admin:</u> Activities spent managing the grant. <u>Program:</u> 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 <u>Admin:</u> Activities spent managing the grant. <u>Program:</u> 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 <u>Admin:</u> Supplies and expenses needed to manage the grant. <u>Program:</u> 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 <u>Admin:</u> Rent and utilities for time spent managing the grant. <u>Program:</u> Rent and utilities for space provided to direct services for participants.	2,170.00	Click here to enter text.	Click here to enter text.
Participant Tuition and Class Fees	4275.00	Click here to enter text.	Includes classroom instruction, child care and meals in a group setting
Participant Class Supplies and Materials	555.00	Click here to enter text.	Books, budgeting materials and additional materials should be included here
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	10,000.00	click here to enter text	Total Administrative Costs cannot exceed 10% of your total <i>Program Costs</i>
TOTAL BUDGET (Program + Admin)	10,000.00		
Number of TANF Participants Planning to Serve	6		
Cost Per TANF Participants	1666.66		

Quarterly Report and Invoice



Temporary Assistance for Needy Families
Wyoming Department of Family Services

TANF CPI
FFY20 Quarterly Report and Invoice

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

Evaluation of Outcomes:**Greater Wyoming Big Brothers Big Sisters:**

Outcome	Measurement	Activities to Accomplish Outcome	Data/Quality Assurance to be Collected to Validate Measurements
<i>For youth in one-to-one mentoring programming</i>			
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		
<i>For youth in Progressive Youth:</i>			
There will be a 10% gain in SAYO results relating to engagement in learning, problem solving skills, or initiative	SAYO		

Boys and Girls Club:

Outcome	Measurement	Activities to Accomplish Outcome	Data/Quality Assurance to be Collected to Validate Measurements
Identify 34 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.		
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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.		
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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
<i>Completion of Phase I; low to moderate income participants complete a 12-week financial literacy course</i>	<i>100% of Families that enroll will complete Phase I</i>		
<i>Completion of Phase II; participants establish and maintain a home savings account</i>	<i>60% of those that completed Phase I will move into Phase II.</i>		

Successes and Challenges:

Please share quarterly successes and challenge

Quarterly Invoice: Laramie County Commissioners

Submit To:
Georgia Auch
georgia.auch1@wyo.gov

Expenditures for the Month(s) and Year of: _____
Submitted on _____

	Program Costs	YTD Program	Admin. Costs	YTD Admin	Program Budget	Admin Budget
Salaries						
GWBBBS					\$5,272.00	\$640.00
BGC					\$36,798.00	\$3,680.00
Climb					\$28,560.00	\$3,808.00
WFHOP					\$3,000.00	
Employer Paid Benefits						
BGC					\$3,000.00	\$300.00
Climb					\$2,040.00	\$340.00
Employer Payroll Taxes						
GWBBBS					\$720.00	\$88.00
BGC					\$3,565.00	\$357.00
Climb					\$2,856.00	\$476.00
Supplies						
Climb					\$115.00	
Rent and Utilities						
GWBBBS					\$1,280.00	
BGC					\$3,000.00	\$300.00
Climb					\$5,100.00	
WFHOP					\$2,170.00	
Participant Tuition and Class Fees						
WFHOP					\$4,275.00	
Participant Class Supplies and Materials						
Climb					\$130.00	
WFHOP					\$555.00	
Participant Incentives & Expenses						
Climb					\$1,360.00	
Other Participant Needs						
Climb (Mental Health Provider)					\$6,215.00	
Sub-Totals	0.00	0.00	0.00	0.00	\$110,011.00	\$9,989.00
Quarterly TOTAL (Program + Admin)					\$120,000.00	
Number of Participants Served						
Cost Per Participant						

Grants
Copy
19-345

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

1. **Parties.** The parties to this Contract are the Wyoming Department of Family Services (Agency), whose address is: 2300 Capitol Avenue, Third Floor, Hathaway Building, Cheyenne, Wyoming 82002, and the Laramie County Commissioners (Contractor), whose address is: 310 West 19th Street, Suite 300, Cheyenne, Wyoming 82003
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, 2019 or the Effective Date, whichever is later, through September 30, 2020. 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 twenty thousand dollars (\$120,000.00). 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 source of funding for this Contract is federal Temporary Assistance for Needy Families (TANF) CFDA #93.558.
 - C. When the Contractor is working at a location requiring an overnight stay, the Contractor shall be reimbursed at the rates set out in Wyo. Stats. §§ 9-3-102 and 9-3-103.
5. **Responsibilities of Contractor.** The Contractor agrees to:
 - A. Provide the services described in Attachment A;

- B. Enhance sustainability beyond the funding period;**
- C. Determine TANF eligibility for families participating in the program. Contractor shall ensure that the TANF Eligibility Intake Form, which is incorporated into this Contract by this reference, is 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. Final invoices under this Contract must be received within thirty (30) days after the end of the Contract.**
- E. Limit the administrative costs at ten percent (10%) of the program costs per invoice submission;**
- F. Provide quarterly program performance reports to Agency. Contractor shall validate all outcomes utilizing quantitative and qualitative data. The report in Attachment B shall be used for each quarterly report;**
- G. Provide reporting that is sufficient to provide an audit trail for state or federal auditors to determine accuracy of direct and indirect costs. Reports shall be submitted within thirty (30) days following the end of each quarter;**
- H. 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, checks, cash equivalents or cash redeemable cards to individuals 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.
- H. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract, shall be paid by either party.
- I. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Contractor and related to the services and work to be performed under this Contract, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.
- J. Suspension and Debarment.** By signing this Contract, Contractor certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Contract suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Contractor agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Contract.
- K. Administration of Federal Funds.** Contractor agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.
- L. Copyright License and Patent Rights.** Contractor acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Contract; and (2) any rights of copyright to which Contractor purchases ownership using funds awarded under this Contract. Contractor must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Contract.

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

8. General Provisions.

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

cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.

- E. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for 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. Compliance with Laws.** The Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Contract.
- H. Confidentiality of Information.** Except when 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.
- I. Entirety of Contract.** This Contract, consisting of ten (10) pages; Attachment A, Program Description, consisting of fifty-seven (57) pages; and Attachment B, TANF CPI Quarterly Report and Invoice, consisting of seven (7) 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.
- J. Ethics.** Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Contractor's profession.

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

information by any other means shall be by a parcel service that utilizes tracking numbers.

- Q. 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.
- R. 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).
- S. 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.
- T. 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.
- U. 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.
- V. 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.
- W. 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.

- X. 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.
- Y. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- Z. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- AA. 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.
- BB. 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

Korin A. Schmidt, Director

Date

Kristie Arneson, Senior Administrator

Date

CONTRACTOR:

Laramie County Commissioners

Linda Heath, County Commissioner Chair

Date

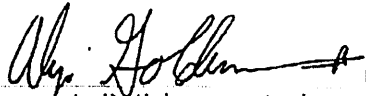
ATTEST:

Laramie County Clerk

Debra Lee, County Clerk

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM


for: Margaret A. R. Schwartz, Assistant Attorney General

8/9/19
Date

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