

**GOVERNMENT SUBDIVISION COMMUNITY CHARITABLE RELIEF PROGRAM
AWARD AGREEMENT BETWEEN LARAMIE COUNTY AND**

_____.

THIS GOVERNMENT SUBDIVISION COMMUNITY CHARITABLE RELIEF PROGRAM AWARD AGREEMENT ("Grant Agreement") (CFDA 21.019) is made between Laramie County, State of Wyoming ("COUNTY"), whose address is 310 West 19th Street, Cheyenne, Wyoming 82001, and the _____ (GRANTEE), whose address is _____. In consideration of the promises and covenants set forth below, the parties agree as follows:

- 1) Purpose of Grant Agreement. COUNTY shall provide Community Charitable Relief Program funds to GRANTEE in the amount set forth in Section 3. The GRANTEE shall undertake and complete projects and/or provide services described in the Community Charitable Relief Program Emergency Rules and Regulations, and attached into this Agreement by this reference as Attachment A. Performance GRANTEE of the requirements of this Grant Agreement and compliance with the Community Charitable Relief Program rules and regulations is a condition to the GRANTEE'S receipt of monies hereunder.
- 2) Term of Grant Agreement and Required Approvals. This Grant Agreement is not effective until all required forms and certificates are submitted and approved, and all parties have executed this Agreement, and all required approvals have been granted.
- 3) Payment. The total payment to the GRANTEE under this Grant Agreement shall not exceed _____ ("Grant Award"). Payment will be made following GRANTEE'S submission of all required documents detailing services performed or expenditures incurred while providing COVID-19 related relief to the public, either through the provision of goods, services, or direct payments and/or suffered a reduction in donation, grant or other income due to the COVID-19 crisis.
- 4) Responsibilities of Grantee Regarding the Grant Funds. In accepting the allocated funds, GRANTEE further agrees as follows:
 - a) Charitable Services. The GRANTEE agrees that funds will be spent in a manner consistent with all state and federal laws, including the federal Coronavirus, Aid, Relief, and Economic Security Act ("CARES Act") and applicable deadlines, as described in Section 5 of Attachment A;
 - b) Repayment. The GRANTEE shall repay to the COUNTY any Funds not properly spent. Among any other appropriate method of seeking repayment, the COUNTY may recover any improperly used Funds by withholding monies that would otherwise be paid to the GRANTEE, or take necessary legal actions to recover misspent funds.
 - c) Acceptance of funding under this program constitutes agreement by the GRANTEE to assist and provide the information requested by the auditors during any subsequent audits.

- d) Compliance with Laws. In the interpretation, execution, administration and enforcement of this Grant Agreement, The GRANTEE agrees to comply with all applicable state and federal laws, rules, and regulations, including but not limited to:
- i) GRANTEE 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 GRANTEE agrees to comply therewith.
 - ii) GRANTEE further covenants that funds will be spent 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) GRANTEE 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. GRANTEE 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. GRANTEE 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.
- e) Monitor Activities. The GRANTEE is responsible for maintaining any documentation necessary to demonstrate that awards issued under this program complied with the Community Charitable Relief Program Emergency Rules and Regulations, and were used by the GRANTEE only for eligible expenditures under the rules until after the completion of any federal audit. This includes the executed Grantee Certification Form.
- f) Misspent Funds. The GRANTEE must fully reimburse the COUNTY for any award amount that was misspent by either the GRANTEE. The COUNTY may offset future funding to the relevant GRANTEE in order to make any reimbursement owed under this subsection.
- g) Retention of Records. The GRANTEE agrees to retain all records related to this Grant Award which are required to be retained pursuant to this Agreement or the Coronavirus Community Charitable Relief Program rules and regulations for three years following COUNTY's date of notice to GRANTEE of administrative closeout of the Grant.
- h) Prohibition on Lobbying. In accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the GRANTEE 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.

- i) Reporting. Within 15 calendar days at the conclusion of each award, GRANTEE shall furnish COUNTY with a report which will list description of all eligible expenditures covered by award. GRANTEE shall likewise furnish COUNTY with a cumulative financial statement, reflecting total expenditures pursuant to this Grant Agreement.
 - j) Suspension and Debarment. By signing this agreement, GRANTEE 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, GRANTEE 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.
 - k) Federal Audit Requirements. GRANTEE 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. GRANTEE 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, GRANTEE 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 GRANTEE access to information, including without limitation providing GRANTEE with information concerning Community Charitable Relief Program requirements, rules and regulations and other statutes and regulations referred to herein, and will cooperate with GRANTEE 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. The COUNTY's obligation to provide funding pursuant to this Grant Agreement is conditioned upon the availability of state or federal government funds that are allocated to pay GRANTEE hereunder. If grant agreement monies are not allocated and available for COUNTY to pay GRANTEE for providing services or incurring expenses due to COVID-19, COUNTY may terminate this Grant Agreement at any time in its discretion without further liability or obligation hereunder.

COUNTY shall notify GRANTEE 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 GRANTEE 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.
- 7) Default and Remedies. In the event GRANTEE defaults or is deficient in the performance of any term of this Grant Agreement or any requirements of the Community Charitable Relief program rules and regulations, then COUNTY 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 GRANTEE 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 GRANTEE to submit proposals for corrective actions, including the correction or removal of the causes of the deficiency;
 - d) Advising GRANTEE to suspend disbursement of funds for the deficient activity;
 - e) Advising GRANTEE to reimburse any amounts improperly expended and reprogram the use of the funds in accordance with applicable requirements;
 - f) Changing the method of payment to GRANTEE; and/or
 - g) 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 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, GRANTEE 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 GRANTEE hereunder. GRANTEE 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. GRANTEE shall be responsible for any loss of County, state or federal funding, either administrative or program dollars, due to GRANTEE'S failure to comply with this Agreement and the Community Charitable Relief Program requirements. COUNTY shall notify GRANTEE 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 GRANTEE acknowledges that information it may receive or have access to as a result of its performance under this agreement may be confidential. GRANTEE agrees that it shall comply with all applicable laws and regulations, 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 GRANTEE 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 GRANTEE, 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, Application (_pages), Attachment B, Chapter 1 Community Charitable Relief Program Rules and Regulations (9 pages), the Government Subdivision Certification Form (3 pages), and the Grantee Certification Form (2 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, GRANTEE 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 GRANTEE (or any sub-grantee) to comply with the terms of this Agreement or any TANF program rules and/or regulations. GRANTEE 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 GRANTEE, any sub-grantee or any third party for, and shall be released from, all such Claims.

- j) Independent Contractor: GRANTEE 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. GRANTEE shall assume sole responsibility for any debts or liabilities that may be incurred by the GRANTEE 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 GRANTEE 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. GRANTEE agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to COUNTY employees will inure to the benefit of GRANTEE or GRANTEE'S agents and/or employees as a result of this Grant Agreement.
- k) Kickbacks: GRANTEE 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 GRANTEE 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 GRANTEE under the terms and conditions of this Grant Agreement.
- n) Patent or Copyright Protection. GRANTEE 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 GRANTEE 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. GRANTEE 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: GRANTEE 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 GRANTEE 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.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

- 9) Signatures. By signing this Grant Agreement, the parties represent and warrant that they have read and understood it, that they agree to be bound by the terms of the Grant Agreement, that they have the authority to sign it, and that they have received a signed and dated copy of the Grant Agreement.

The effective date of this Grant Agreement is the date of the signature last affixed to this page.

LARAMIE COUNTY, WYOMING

By: _____
Gunnar Malm, Chairman

_____ Date:

Laramie County Commissioners

By: _____
Debra Lee, Laramie County Clerk

_____ Date:

AGENCY:

By: _____

_____ Date:

REVIEWED AND APPROVED AS TO FORM ONLY

By _____

Gladys Ayokosok, Deputy Laramie County Attorney

_____ Date:

