

**GRANT AGREEMENT BETWEEN
WYOMING OFFICE OF STATE LANDS AND INVESTMENTS
AND
CITY OF LANDER**

1. **Parties.** The parties to this Grant Agreement (Agreement) are Wyoming Office of State Lands and Investments (OSLI), whose address is: 122 W. 25th Street, Suite W103, Cheyenne, WY 82002, and City of Lander (Grantee), whose address is: 240 Lincoln Street, Lander, Wyoming 82520.
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which the Grantee shall complete the approved incentivized infill construction of new or additional dwelling units as recommended in the adopted 2025 Master Plan. This includes incentives for water, sewer, storm drainage, street, ADA sidewalk, curb and gutter infrastructure will be as advertised and awarded through a publicly advertised process for eligible applicants in accordance with 2023 Wyo. Sess. Laws Ch. 94 § 334.
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date) through June 30, 2028. The term of the Agreement is from Effective Date through the completion or termination of the Project and the issuance of the final disbursement. All services shall be completed during this term.
4. **Payment.**
 - A. OSLI agrees to pay the Grantee for the services described in Section 5 below. Total payment under this Agreement shall not exceed five hundred thousand dollars (\$500,000.00). Payment shall be made following receipt of a Grant Draft Request (GDR) with attached supporting documentation, including invoices and proof of payment. Payment shall be made within forty-five (45) days after submission of invoice. pursuant to Wyo. Stat. § 16-6-602. Grantee shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement.
 - B. No payment shall be made for work performed before the Effective Date of this Agreement. Should the Grantee fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Grantee performs its duties and responsibilities to the satisfaction of OSLI.
 - C. Except as otherwise provided in this Agreement, the Grantee shall pay all costs and expenses, including travel, incurred by Grantee or on its behalf in connection with Grantee's performance and compliance with all of Grantee's obligations under this Agreement.

- D. By July 31st of each year that this Agreement is in effect, Grantee shall provide OS LI with summary information on all expenses and anticipated expenses incurred between July 1st of the prior year through June 30th of the current year. Failure to provide OS LI with this expense information by July 31st may result in OS LI failing to reimburse Grantee for any expenses that were incurred prior to June 30th, but not reported.

5. **Responsibilities of Grantee.** The Grantee agrees that:

- A. The Grantee shall comply with the special conditions set forth in Section 7 below.
- B. The granted funds shall be spent only for the approved Project, consistent with Grantee's submitted application, which is attached to and incorporated into this Agreement as Attachment A, Application. The granted funds shall not be spent for any other purpose or project.
- C. The Grantee shall establish and maintain sufficient internal controls to ensure that grant funds are spent in accordance with this Agreement and all other state and federal laws.
- D. The Grantee shall provide a final report on a form provided by OS LI after the conclusion of the Project.
- E. Requests for disbursements of funds shall be supported by adequate proof submitted by the Grantee showing that such obligations have been incurred for the purpose for which the grant was made, and are then due and owing.
- F. If any of the granted funds are not utilized for the above-described Project or purpose, the Grantee shall repay such funds immediately to the State Loan and Investment Board (SLIB). The Grantee further agrees to provide OS LI, upon request, a full and complete accounting as to the use and distribution of the granted funds; said accounting to be done in accordance with generally accepted accounting principles and shall be provided to the SLIB within a reasonable time.
- G. OS LI, or another approved designee of the SLIB, may perform an audit or examination of the books and records of the grant at any time and without notice, and that the SLIB or its designee may at any time without notice perform on-site visits and inspections of the Project being funded.
- H. The Grantee shall comply with all applicable state and federal laws, rules, and regulations.

6. **Responsibilities of OS LI.** OS LI agrees to:

- A. Pay Grantee in accordance with Section 4 above.

7. **Special Conditions.**

- A. As a condition of this grant, the Grantee must document and verify that an individual applying to the City of Lander for the infrastructure provided by this grant are US citizens or eligible under Section 214 of the Housing and Community Development Act of 1980. To verify eligibility, *Grantee* must utilize the Systematic Alien Verification for Entitlements (SAVE) program, E-Verify, or a valid Wyoming Real ID, and report annually to the Office of State Lands & Investments, or until funds are exhausted.
- B. To request reimbursement for eligible expenditures, the Grantee must complete and submit a GDR form, incorporated herein by this reference, (original signatures required) with a copy of each invoice detailing the expenditures, the SLIB disbursement amount, and SLIB portion of engineering costs. All GDR forms shall be signed by the Grantee's authorized signatories. By submission of a GDR, the Grantee hereby warrants that the signatories of the GDR form are authorized to sign on behalf of the Grantee. The Grantee shall ensure that grant funds are spent in accordance with this Agreement, and state and federal law.
- C. Grantee shall require a completed Affidavit Acknowledging Payment to Materialmen, Subcontractors and Laborers (available at <http://lands.wyo.gov>) from Prime Contractor with all requests for progress payment beginning with the second request pursuant to Wyo. Stat. § 16-6-1001(a)(iv).
- D. Grantee shall submit Final Payment Documentation to OS LI pursuant to Wyo. Stats. §§ 16-6-116, -117, and 15-1-113(h), to the extent those provisions are applicable to the Project.

8. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement 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 Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Assignment Prohibited and Agreement 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 Agreement without the prior written consent of the other party. The Grantee shall not use this Agreement, or any portion thereof, for

collateral for any financial obligation without the prior written permission of the OS LI.

- D. Audit and Access to Records.** OS LI and its representatives shall have access to any books, documents, papers, electronic data, and records of the Grantee which are pertinent to this Agreement
- E. Availability of Funds.** Each payment obligation of OS LI 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 Agreement, the Agreement may be terminated by OS LI at the end of the period for which the funds are available. OS LI shall notify the Grantee at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to OS LI in the event this provision is exercised, and OS LI shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Compliance with Laws.** The Grantee shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.
- G. Entirety of Agreement.** This Agreement, consisting of seven (7) pages; Attachment A, Application, consisting of sixteen (16) pages; and the Grant Draft Request (GDR) form, provided in Excel format, represent the entire and integrated Agreement 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 Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- H. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement 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.
- I. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

- J. Independent Contractor.** The Grantee shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Grantee shall be free from control or direction over the details of the performance of services under this Agreement. The Grantee shall assume sole responsibility for any debts or liabilities that may be incurred by the Grantee in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Grantee or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or OSLI or to incur any obligation of any kind on behalf of the State of Wyoming or OSLI. The Grantee 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 Grantee or the Grantee's agents or employees as a result of this Agreement.
- K. Nondiscrimination.** The Grantee 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 Agreement.
- L. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- M. 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 Grantee, shall identify OSLI as the sponsoring agency and shall not be released without prior written approval from OSLI.
- N. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- O. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and OSLI expressly reserve sovereign immunity by entering into this Agreement and the Grantee expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign 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 Agreement 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.

- P. 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 Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- Q. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- R. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- S. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- T. Counterparts.** This Agreement 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 Agreement. Delivery by the Grantee of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to OSLI.

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9. **Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The Effective Date of this Agreement is the date of the signature last affixed to this page.

OSLI:

Wyoming Office of State Lands and Investments

Stacia Berry, Director

Date

GRANTEE:

City of Lander

Missy White, Mayor

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM


Tyler M. Renner, Supervising Attorney General

05-26-2026
Date