

**COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT BETWEEN THE
WYOMING COMMUNITY DEVELOPMENT AUTHORITY,
AND THE CITY OF LANDER**

1. **Parties.** The parties to this Grant Agreement ("Agreement") are the Wyoming Community Development Authority ("WCDA"), whose address is 155 N. Beech, Casper, WY 82601, and City of Lander ("Grantee"), whose address is 240 Lincoln Street, Lander, WY 82520.
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which WCDA shall provide federal Community Development Block Grant ("CDBG") funds to Grantee in the amount of One Million Two Hundred Seventy-Five Thousand Dollars (\$1,275,000.00). Lander Popo Agie Park Access ("Project"). Performance by Grantee of the requirements of this Agreement and compliance with all federal CDBG Program Rules, regulations, applicable statutes, and requirements are conditions precedent to this Agreement.
3. **Term of Agreement.** This Agreement is effective when all parties have executed it ("Effective Date"). All services shall be completed by January 30, 2026, unless an extension is approved in writing by WCDA. This Agreement shall terminate on July 1, 2027, unless otherwise amended or terminated in accordance with the terms and conditions specifically provided herein. This Agreement may be extended by agreement of both parties in writing, subject to the required approvals. Grantee has no right or expectation to an extension and WCDA has sole discretion to accept or deny any request for an extension.
4. **Payment.**
 - A. WCDA agrees to grant monies on a reimbursement of eligible expenses basis to Grantee for the Project. The total payment to Grantee under this Agreement shall be One Million Two Hundred Seventy-Five Thousand Dollars (\$1,275,000.00). Payment will be made following Grantee's delivery to WCDA of invoices detailing eligible services performed in connection with the Project in a form satisfactory to WCDA. Payment shall be made from WCDA's CDBG budget, the Grantee must submit requests using CDBG Form 152 Draw Requests, by the 10th day of the month. Following the Effective Date of this Agreement, WCDA will process the requests for payment within thirty (30) days.
 - B. 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 WCDA.
 - C. Except as otherwise provided in this Agreement, WCDA shall reimburse all costs and expenses, incurred by Grantee or on its behalf in connection with Grantee's performance and upon compliance with all of Grantee's obligations under this Agreement.

- D. Grantee for each grant, the grantee must request payment of a minimum of 5% of grant funds within 180 days of the grant award date. Failure to do so will result in a 5% penalty of the grant award each month until funds are drawn. Exceptions to this policy will be considered on a case-by-case basis.

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

- A. Complete land acquisition for the Popo Agie Park Access and installation of infrastructure on land acquisition and on the park site, with the following criteria being met: at least 51% of low- and moderate-income persons under 24 CFR 570.483(b)(1)(i), as the activity will provide a low- and moderate-income area benefit. beneficiaries will be persons of low or moderate income. Popo Agie Park Access involves:
- (i) Landers Popo Agie Park Project, located at 200 Poor Farm Rd, will include the purchase land for access and street entrance into the park, extend and installation of water, sewer, electricity and sidewalks on acquired land leading into the park. As well as the creation of a park entrance and a parking lot with installation of water, sewer, electricity and lighting.
- B. Submit any planned notices, contracts and agreements to WCDA for approval prior to execution. This includes but not limited to; sub-recipient agreements, construction contracts, notice of bid solicitation.
- C. Sign the Environmental Review as responsible entity. If any mitigation measures or full reviews are required, Grantee must conduct and cover all costs associated.
- D. Administer and enforce the labor standards requirements set forth in the Davis-Bacon Act 40 USC, Chapter 3, Section 276a-276a-5; and 29 CFR Parts 1, 3, 5, 6 and 7, Contract Work Hours and Safety Standards Act 40 USC, Chapter 5, Sections 326-332; and 29 CFR Part 4, 5, 6 and 8; 29 CFR Part 70 to 240, Copeland Anti-Kickback Act 40 USC, Chapter 3, Section 276c and 18 USC, Part 1, Chapter 41, Section 874; and 29 CFR Part 3 and related regulations issued to implement such requirements. All grantees must complete WCDA Davis Bacon Training and pass quiz of 80%.
- E. Comply with the Build America, Buy America Act (BABA) as part of the Infrastructure Investment and Jobs Act (IIJA) as Sections 70901- 52 of Pub. L. No. 117-58. In addition to providing funding for roads, bridges, rails, and high-speed internet access, it created an incentive to increase domestic manufacturing across the country through the inclusion of BABA's "Buy America Preference" (BAP). In general, the BAP requires that all iron, steel, manufactured products, and construction materials used in infrastructure projects funded with Federal financial assistance (FFA), as outlined in Section 70914(a) of BABA, must be produced in the United States.
- F. Comply with Violence Against Women Act (VAWA, 34 U.S.C. § 12471 et seq.) housing protections for survivors of domestic violence, dating violence, sexual

assault, and/or stalking (34 U.S.C. § 12291). Despite the name of the law, VAWA's protections apply regardless of sex, sexual orientation, or gender identity (24 C.F.R. § 5.2001).

- G. When applicable: Provide one (1) copy of any final printed product, such as a brochure, book, or poster describing such Project with photos upon its completion to WCDA without charge.
- H. Establish and maintain recordkeeping requirements and retain Project records in sufficient detail to facilitate reviews and audits in compliance with 24 C.F.R. § 570.490(b), including but not limited to: Project expenditures paid for with funds provided according to this Agreement; program income received; how program income was and/or will be used; and proof of compliance with other federal requirements as identified in this Agreement. The Grantee will monitor Project activities during the term of the Agreement. This includes site inspections, file reviews, which shall include verification that the National Objective is being met, as well as, documentation on the validity of the methodology used to ensure compliance with the National Objective. There will be a mid-monitoring meeting scheduled by WCDA when the Project has expended fifty percent (50%) of the grant to ensure that all federal requirements are being adhered to. Grantee shall retain these records for five (5) years following WCDA's date of notice to Grantee of the administrative closeout of the Grant.
- I. Comply with federal regulation 24 CFR 570.505 regarding use of property. This applies to real property within the recipient's control which was acquired or improved in whole or in part using CDBG funds in excess of \$25,000. These standards shall apply from the date CDBG funds are first spent for the property until five years after closeout of the CDBG grant or, until five years after the closeout of the grant from which the assistance to the property was provided. The grantee shall not change the use or planned use of any such property (including the beneficiaries of such use) from that for which the acquisition or improvement was made unless it satisfies the conditions set forth in the foregoing regulation.
- J. Federal procurement regulations as stated in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (hereinafter "2 CFR Part 200"). Grantee further agrees that:
 - (i) Conflict of interest provisions shall apply 2 CFR 200.112. Such cases include the acquisition and disposition of real property and the provision of assistance with CDBG funds by the unit of general local government or its subrecipients, to individuals, businesses, and other private entities.
- K. Perform, to the satisfaction of WCDA, all aspects of the Project in a professional manner and in accordance with the degree of care, competence, and skill that would be exercised by a private sector Grantee under similar circumstances.
- L. Attend required pre-construction award meeting with WCDA and contractors,

either in person or virtual, staff to go over forms and project details.

- M.** Certify that, in accordance with P.L. 101-121, payments made from the federal grant shall not be utilized by Grantee 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. Grantees and subgrantees may also be required to submit an additional certification statement and disclosure form acceptable to WCDA before the commencement of the work.
- N.** Create and furnish reports to WCDA in the following manner.
- (i) Monthly Status Reports.** Within ten (10) calendar days after the conclusion of each calendar month during the term of this Agreement, Grantee shall furnish WCDA with a monthly status report, using CDBG form 153 Status Report. Each status report shall set forth, in narrative form, the Project work accomplished under the Grant during the month and a financial status report that includes a detailed accounting of Project expenditures, program income received and how program income was or will be used. If status reports are delinquent, draws will be held until reports are current. Grantee shall certify, under penalty of false swearing, that the information in the report is true.
 - (ii) Final Closeout Report.** At the end of the term of this Agreement, Grantee shall furnish WCDA with a comprehensive report of the Project, accomplishments, and personnel retained pursuant to the Agreement using CDBG Form 154 Close Out Reporting. Grantee shall likewise furnish WCDA with a cumulative detailed financial statement reflecting total Project expenditures, cash and in-kind match expenditures, private funds leveraged, program income received and how the program income was used. Grantee shall certify, under penalty of false swearing, that the information in the report is true and shall also provide a letter certifying the completion of the Project and that all required construction standards were adhered to. Provide information as requested by the State of Wyoming and WCDA related to performance measures, including metrics related to the achievement of Lander Popo Agie Park Access goals.
 - (iii) Annual Accomplishment Reports.** After completion of Project construction and for five (5) years thereafter, the Grantee shall furnish WCDA with annual reports detailing program income and other performance measures as requested using CDBG Form 155-Accomplishment Report. All reports must be submitted to WCDA by January 30th after close of reporting year.

6. **Responsibilities of WCDA.** WCDA agrees to:

- A. Assume responsibility for inputting information into the HUD HERO's website as an Environmental Review under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.) and related laws, including U.S. Dept of Housing and Urban Development ("HUD") regulations contained in 24 CFR part 58 and the CDBG Grant Administration Manual. Grantee will be responsible for coordinating the gathering of the required documents, ordering the necessary reports, etc. Grantee will sign as responsible entity and be responsible for any required mitigation measures or full reviews including any associated costs.
- B. Disperse funds to Grantee as set forth in Section 4, above.
- C. At its discretion, assist in providing Grantee access to information, including, without limitation, information concerning CDBG program requirements, rules and regulations and other relevant and applicable statutes and regulations referred to herein, and cooperate with Grantee whenever possible.
- D. Have no further obligations regarding the Project or its performance.

7. **Special Provisions.**

- A. **Administration of Federal Funds.** Grantee 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 WCDA.
- B. **Attachments.** The Grantee may not attach any additional terms or conditions to the Agreement. To the extent Grantee chooses to attach any such terms and conditions to this Agreement, those terms and conditions shall not be binding upon WCDA.
- C. **Assumption of Risk.** The Grantee shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Grantee's failure to comply with state or federal requirements. WCDA shall notify the Grantee of any state or federal determination of noncompliance.
- D. **Environmental Policy Acts.** Grantee agrees to abide by the special conditions, procedures, and requirements of the Environmental Review and to advise WCDA of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71 (b)
- E. **Federal Audit Requirements.** Grantee 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. Grantee 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 Agreement, Grantee shall provide one (1) copy of the audit report to WCDA and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made available to WCDA.

- F. Indirect Costs.** There is no indirect cost rate for this Agreement and WCDA will not reimburse Grantee for indirect costs.
- G. Labor Laws and Requirements.** The Department of Labor (“DOL”) has published rules and instructions concerning the Davis Bacon Act (“Davis Bacon”) and other labor laws in the Code of Federal Regulations (“CFR”). These regulations can be found in Title 29 CFR Parts 1, 3, 5, 6 and 7. The Grantee must comply with Davis Bacon and all labor laws. This includes but is not limited to, wage rate determinations and submission of weekly certified payrolls to WCDA.

Davis Bacon requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on federal government and District of Columbia construction projects in excess of \$2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works.

The Copeland Act (“Anti-Kickback Act”) makes it a federal crime for anyone to require any laborer or mechanic (employed on a federal or federally-assisted project) to kickback (i.e., give up or pay back) any part of their wages. The Anti-Kickback Act requires every employer (contractors and subcontractors) on such projects to submit to the grantor (WCDA) weekly certified payroll reports (CPRs) and regulates permissible payroll deductions.

All the labor laws and requirements must be included in notice of bid and all construction contracts.

- H. Minority Owned Business and Women Owned Business.** Grantee shall, if feasible, actively promote and encourage maximum participation of Minority Business Enterprises (“MBE”) and Women Owned Business Enterprises (“WBE”) as sources of supplies, equipment, construction and services in connection with performance of the Project. If Grantee determines that use of this MBE WBE program is not feasible, it shall explain its determination in writing to WCDA.
- I. Economic Opportunities for Low- and Very Low-Income Persons.** The requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u and 24 CFR 75) apply to the Project. Owner shall, to the greatest extent feasible and consistent with applicable federal, state, and local laws, ensure employment and training opportunities resulting from the development of the Project are provided to Section 3 workers within the metropolitan area (or non-metropolitan county as applicable) in which the Project is located. This will include, but may not be limited to, prioritizing employment outreach and/or training opportunities to Section 3 workers residing within the Project’s service area or neighborhood and prioritizing contracting for labor (excluding professional

services and material supply contracts) from Section 3 business concerns as outlined in 24 CFR 75.19.

Owner shall include appropriate Section 3 references and requirements from 24 CFR 75 in all solicitations and contracts for covered construction work and shall further require that its general contractor(s) include such provisions in all subcontracts. Owner shall further take all necessary steps (including by requiring the same in all contracts and subcontracts) to collect and report upon: i) total labor hours worked in the Project's development; ii) labor hours worked by Section 3 workers; and iii) labor hours worked by Targeted Section 3 workers. Owner shall further report labor hours in such categories, in a form specified by or otherwise acceptable to the Department, not later than ninety (90) days following completion of construction.

J. Monitoring of Activities, Evaluation, and Access. WCDA shall have the right and Grantee hereby agrees to allow WCDA, the State, the U.S. Inspector General, HUD, the U.S. General Accounting Office, and any of their duly authorized representatives to:

- (i) Conduct two project audits (one at project mid-point and one at close-out). At any time, if WCDA documents non-compliance, corrective actions may include, but are not limited to, the following:
 - (a) Immediately terminating this Agreement without further liability or obligation of WCDA;
 - (b) Issuing a letter of warning advising Grantee of the deficiency and putting 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 that certification will no longer be acceptable and that additional assurances will be required in such form and detail as WCDA and HUD may require;
 - (e) Advising Grantee to suspend disbursement of funds for the deficient activity;
 - (f) Advising Grantee to reimburse any amounts improperly expended and reprogram the use of funds in accordance with applicable requirements;
 - (g) Changing the method of payment to Grantee;
 - (h) Reducing, withdrawing or adjusting the amount of the grant; and

- (i) Taking enforcement action as described in 2 C.F.R. Part 200.338.
 - (ii) Have access at any time to any books, ledgers, documents, papers, and records of Grantee related to the Project or any activities related to this Agreement, including all such records and activities of any sub-Grantee of Grantee hereunder ("Records");
 - (iii) Make site inspections at any time with or without reasonable notice, and bring experts and consultants on Grantee's site;
 - (iv) Observe all Grantee personnel on site in every phase of performance of this Agreement and the Project, for purposes which include but are not limited to: audit and examination of Records, copying of Records, examination or evaluation of completed work or work in progress in connection with the Project, determination as to Grantee's compliance with applicable laws and regulations as required hereunder, and to evaluate Grantee's fiscal and administrative compliance with this Agreement and CDBG program rules and regulations; and
 - (v) Provide to any independent auditor, accountant, or accounting firm all Records pertinent to this Agreement in such form and detail as WCDA and HUD may require immediately upon receiving written request from WCDA, the Comptroller General, or HUD. Grantee shall also cooperate fully with any such independent auditor, accountant, or accounting firm, during the entire course of any such audit.
- K. No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement shall be paid by either party.
- L. Non-Supplanting Certification.** Grantee hereby affirms that federal grant funds will be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Grantee will document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.
- M. Office Space.** Grantee will not include charges or seek reimbursement in any invoice submitted to WCDA for office or building space of any kind obtained by Grantee for the performance of the Project. Grantee will make no charge for office or building spaces unless specific provisions are included for such in this Agreement. Under no circumstances will Grantee be allowed to purchase office equipment with funds received through this agreement.
- N. Program Income.** Grantee shall not deposit grant funds in an interest-bearing account without prior approval of WCDA. Any income attributable to the grant funds distributed under this agreement must be returned to WCDA.
- O. Publicity.** Any publicity given to the Project, 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 and related to the services and work to be performed under this Agreement, shall identify WCDA as the sponsoring agency and shall not be released without prior written approval of WCDA.

- Q. Retention of Records.** Grantee agrees to retain all records related to the Project which are required to be retained pursuant to this Agreement. Grantee must retain any documentation which demonstrates that the property assisted with the CDBG funds, directly or indirectly, will continue to be used for the same purpose as described in the application and this Agreement for a minimum of 5 years from the date of administrative closeout (this 5-year period is referred to as the compliance period). Grantee agrees to retain all records related to the Project which are required to be retained pursuant to this Agreement or the CDBG program rules and regulations for a minimum of 5 years after the compliance period has expired. The compliance period does not begin until all required paperwork required by this agreement for the project is received and accepted by WCDA.
- R. Suspension and Debarment.** By signing this Agreement, Grantee 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 Agreement 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, Grantee agrees to notify WCDA 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 Agreement.
- S. Unspent Funds to be Returned to WCDA.** Grantee shall return all CDBG funds remaining unspent at the termination of this Agreement to WCDA.
- T. Sub-recipient Agreements.** Grantee shall forward all proposed Sub-recipient agreements to WCDA for review and approval. If the application, Project, and Sub-recipient agreement all appear to satisfy the prerequisites of the CDBG program, WCDA may approve the Sub-recipient agreement. All proposed amendments to Sub-recipient agreements shall also receive WCDA approval before they can become effective. The Sub-recipients must comply with all applicable federal, state and local laws, regulations and ordinances. All Sub-recipient agreements shall require compliance with all applicable CDBG regulations.
- U. Build America, Buy America Act** is defined in 2 CFR § 184.3 and means division G, title IX, subtitle A, parts I–II, sections 70901 through 70927 of the Infrastructure Investment and Jobs Act (Pub. L. No. 117-58)
- V. Buy America Preference** is defined in 2 CFR § 184.3 and means the “domestic

content procurement preference” set forth in section 70914 of BABA, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

8. General Provisions and Federal Requirements

- 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 in Natrona 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. Grantee shall not use this Agreement, or any portion thereof, for collateral for any financial obligation, without the prior written permission of WCDA.
- D. Audit and Access to Records.** WCDA and any of 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 WCDA 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 WCDA at the end of the period for which the funds are available. WCDA 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 WCDA in the event this provision is exercised, and WCDA 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 Agreements.** WCDA may award supplemental or successor agreements for work related to this Agreement or may award contracts to other Grantees for work related to this Agreement. The Grantee shall cooperate fully with other Grantees and WCDA in all such cases.
- G. Compliance with Laws.** The Grantee 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 Agreement.

- 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 Grantee in the performance of this Agreement shall be kept confidential by the Grantee unless written permission is granted by WCDA for its release. When Grantee receives a request for information subject to this Agreement, Grantee shall notify WCDA within ten (10) days of such request and shall not release such information to a third party unless directed to do so by WCDA.
- I. Entirety of Agreement.** This Agreement, consisting of fifteen (15) pages represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. In the event of 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.
- J. Ethics.** Grantee 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 Grantee's organization.
- K. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by WCDA and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- L. 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, riots, 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.** Grantee agrees to the extent legally permitted to do so indemnify WCDA for any payment, fine, or penalty incurred and due to the U.S. Dept. of Housing and Urban Development or other agency arising out of or as a result of Grantee's non-compliance with program requirements.
- N. 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 or WCDA 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 WCDA or to incur any obligation of any kind on behalf of the State of Wyoming or WCDA. The Grantee agrees that no health/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.

- O. Insurance Requirements.** Grantee 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 WARM or LGLP to WCDA.
- P. 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.
- Q. 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.
- R. Ownership and Return of Documents and Information.** WCDA is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Grantee in the performance of this Agreement. Upon termination of services, for any reason, Grantee agrees to return all such original and derivative information and documents to WCDA in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon WCDA's verified receipt of such information, Grantee agrees to physically and electronically destroy any residual WCDA-owned data, regardless of format, and any other storage media or areas containing such information. Grantee agrees to provide written notice to WCDA confirming the destruction of any such residual WCDA-owned data.

- S. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- T. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and WCDA 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 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 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.
- U. Taxes.** The Grantee 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.
- V. Termination of Agreement.** This Agreement may be terminated, without cause, by WCDA upon thirty (30) days written notice. This Agreement may be terminated by WCDA immediately for cause if the Grantee fails to perform in accordance with the terms of this Agreement. If at any time during the performance of this Agreement, in the opinion of WCDA, the work is not progressing satisfactorily or within the terms of this Agreement, then, at the sole discretion of WCDA and after written notice to the Grantee, WCDA may terminate this Agreement or any part of it. Upon termination of Agreement, Grantee may be subject to repayment of grant funds.
- W. 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.
- X. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- Y. Titles Not Controlling.** Titles of sections are for reference only and shall not be used to construe the language in this Agreement.
- Z. 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.

AA. 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 the WCDA.

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.

WYOMING COMMUNITY DEVELOPMENT AUTHORITY

Tammy Krei
Tammy Krei
Its: Director of Housing and Neighborhood Development

12.13.2024
Date

STATE OF WYOMING

COUNTY OF NATRONA

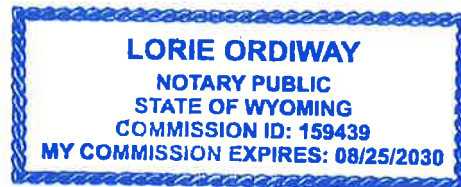
This instrument was acknowledged before me on Dec 13, 2024 by
Tammy Krei as Director of Housing & Neighborhood Development of Wyoming Community
Development Authority.

Witness my hand and official seal.

Lorie Ordiway
Notary Public

My Commission Expires:

8-25-30



GRANTEE:
CITY OF LANDER

Monte Richardson
Its: Mayor

Date

STATE OF WYOMING

COUNTY OF FREMONT

This instrument was acknowledged before me on _____, 202____
by _____ as _____ of the CITY OF LANDER

Witness my hand and official seal.

Notary Public

My Commission Expires:



Authority to Use Grant Funds

U.S. Department of Housing
and Urban Development
Office of Community Planning
and Development

To: (name & address of Grant Recipient & name & title of Chief Executive Officer)

City of Lander
Mayor Monte Richardson
240 Lincoln Street
Lander, WY 82520

Copy To: (name & address of SubRecipient)

We received your Request for Release of Funds and Certification, form HUD-7015.15 on

Your Request was for HUD/State Identification Number

B-20-DW-56-0001

All objections, if received, have been considered. And the minimum waiting period has transpired.
You are hereby authorized to use funds provided to you under the above HUD/State Identification Number.
File this form for proper record keeping, audit, and inspection purposes.

No objections or comments were received.

Typed Name of Authorizing Officer

Scott Hoversland

Title of Authorizing Officer

WCDA Executive Director

Signature of Authorizing Officer

X

Date (mm/dd/yyyy)

12/12/24

