

GOSHEN COUNTY CHARITABLE GRANT AGREEMENT
Grant Agreement Terms and Conditions

This Agreement is between **Grantor**, Goshen County, Wyoming, and **Grantee** _____, recognized as exempt from income tax as a publicly supported charitable organization described under Section 3 of the Community Charitable Relief Program Rules (The Rules) (attached).

This Grant, including any interest earned thereon, may be used only for the purpose(s) stated in this Agreement. The effective date of this Agreement is the date of execution, and it shall terminate after the applicable audit period.

Rules. The attached Rules describe the project funded under this Grant, including the activities, deliverables, and time frame. Together, these Terms and Conditions and the Rules shall constitute the Agreement and all attachments.

Reports. All narrative and financial reports and correspondence must be submitted electronically to ckenyon@goshencounty.org.

Expense Restrictions. Use of the Grant funds is restricted to reasonable costs as deemed appropriate by Grantor and The Rules.

Intellectual Property. Work product consists of the deliverables and other materials, including drafts thereof, prepared by Grantee to carry out the project funded under this Agreement (Work Product). Grantee represents and warrants to Goshen County that the Work Product is the original Work Product of Grantee or of subcontractors or subgrantees, if any, and that it does not infringe any third party's intellectual property rights. Grantee hereby grants to Goshen County, and agrees to timely obtain from any subcontractors or subgrantees, a nonexclusive, irrevocable, perpetual, worldwide, royalty-free, transferable, and sublicensable license for noncommercial purposes to use, display, perform, reproduce, publish, copy, archive, excerpt, distribute, create derivative works from, and otherwise disseminate, in whole or in part, any or all of the Work Product. This Section shall survive the termination of this Agreement.

Publicity. Prior to public release, all materials acknowledging Goshen County's support that are produced by the Grantee will be approved by Goshen County to ensure accuracy and consistency of message, including in public statements, reports, and other print and online publications. Grantee does not serve as a spokesperson for Goshen County in the media. Any public materials developed by the Grantee that reference or quote Goshen County also will be reviewed by and coordinated with Goshen County. This process will be facilitated by designated Goshen County communications staff, as Goshen County deems appropriate.

No Campaign Intervention or Lobbying. No payments under this Agreement may be used (i) to participate or intervene in (including the publishing or distribution of statements) any political campaign on behalf of (or in opposition to) any candidate for public office or (ii) to carry on any lobbying activities within the meaning of Section 501(c)(3) and 501(c)(19) of the Code and the regulations thereunder and/or as defined under the federal Lobbying Disclosure Act ("LDA"). Grantee represents that it is not established, financed, maintained, or controlled by a "covered official" under the LDA.

Replacement of Personnel. The replacement of Grantee's project staff and/or key personnel would be a material deviation from this Agreement and, thus, cause for termination. Accordingly, the Grantee agrees to provide Goshen County with timely written notification at least two weeks before replacing such project staff and/or key personnel, provided, however, that where immediate termination is clearly necessary to protect the interests of the project, the Grantee need only provide Goshen County with such notice both as soon as possible and before selecting a replacement.

Subcontractors and Subgrantees. Grantee agrees that, if it engages subcontractors or subgrantees (Subcontractor) to help carry out the project funded by this Grant, it shall use its best efforts to ensure that such Subcontractors are bound by this Agreement. At a minimum, Grantee shall notify Subcontractor in writing of the following requirements: (a) Subcontractor is prohibited from using names, logos, or other marks owned by or associated with Goshen County for any purpose without Goshen County's prior written consent; (b) if applicable, Subcontractor shall grant Goshen County a license to any Work Product it creates (as set forth in "Intellectual Property" above); (c) Subcontractor shall comply with all applicable laws in the performance of the work related to this Grant; (d) Subcontractor shall comply with Goshen County's "No Campaign Intervention or Lobbying" clause; and (e) Subcontractor shall not disclose or use information about Goshen County for purposes other than performing the work related to this Grant.

Compliance With Laws. Grantee agrees that it and any agents shall comply with all applicable federal, state, and local laws, regulations, and rules and, upon request, shall provide Goshen County with documentation of such compliance.

Grantee Status. Grantee represents that it is tax-exempt under federal law as defined in Section 3 of The Rules.

Evaluation. All activities conducted hereunder are subject to Goshen County's review and acceptance to confirm that funds are being spent in accordance with this Agreement and The Rules. At its own expense, Goshen County may monitor and conduct an evaluation of operations under this Agreement.

Grantee's Records. Grantee will keep systematic records of all expenditures relating to this Grant. These records, including bills, invoices, canceled checks, and receipts, will be retained by Grantee for five years after the Termination Date and will be available for Goshen County's inspection during that period. Goshen County may, at its own expense, examine or audit Grantee's records related to activities supported by this Grant.

Independent Parties. Grantee and its employees, agents, and representatives are each independent parties and are not Goshen County employees or agents.

Indemnification. Grantee shall indemnify, defend, and hold harmless Goshen County and its elected officials, employees, officers, directors, employees, agents, affiliates, and contractors from and against any and all claims, liabilities, damages, losses, expenses, demands, suits, and judgments, including without limitation reasonable attorneys' fees and costs, arising from or relating to (a) Grantee's performance of this Agreement or breach thereof or (b) the intentional misconduct or negligent acts or omissions of Grantee, its employees, agents, contractors, or consultants in connection with the performance of its obligations under this Agreement. This provision shall survive the termination of this Agreement.

Governing Law. The state and federal courts having jurisdiction in Goshen County, Wyoming, will have exclusive jurisdiction over any and all disputes arising out of, or in any way related to, this Agreement, and Grantee shall submit to the personal jurisdiction of those courts. The laws of the State of Wyoming shall apply to any such disputes without regard to any conflict of law principles.

Termination and Postponement.

- a. Goshen County may, in its sole discretion, terminate, postpone, or cancel any or all Grant payments if: (1) Grantee fails to complete and/or make satisfactory progress toward the Grant's purpose(s) or submit timely reports; (2) Grantee's application or any required report is inaccurate in any material respect; (3) Grantee substantially fails to perform any of its duties required by the terms of this Agreement; or (4) Grantee has a substantial unexpended balance of Grant funds on hand.
- b. Grantee agrees to give immediate written notice to Goshen County and, upon demand, timely repay all portions of the Agreement funds paid by Goshen County that are within Grantee's control, and Goshen County may terminate this Agreement immediately, including all unpaid amounts, if Grantee ceases to be exempt from federal income tax for any reason or Grantee violates any applicable laws.
- c. All notices under this Section shall be in writing and shall be delivered personally or by confirmed electronic mail, a recognized overnight courier service, or United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other party at its address set forth below or to such other address as such party may designate by notice given pursuant to this section:

If to Grantee: _____ [CONTACT NAME]
_____ [CONTACT TITLE]
_____ [GRANTEE NAME]
_____ [STREET ADDRESS]
_____ [MAILING ADDRESS]
_____ [CITY, STATE & ZIP CODE]
_____ [GRANTEE PHONE]
_____ [GRANTEE E-MAIL]

If to Goshen County: Goshen County – Attn: County Clerk
2125 East A Street Room 120; PO Box 160
Torrington, WY 82240
307-532-4051
ckenyon@goshencounty.org

Assignment. Grantee will directly administer the project or program being supported by this Agreement. Notwithstanding any provision in this Agreement to the contrary, Goshen County may, upon giving notice to Grantee, assign all or any part of its right, title, and interest in this Agreement. Grantee may not assign this Agreement, in whole or in part, without Goshen County's prior written consent.

No Third-Party Benefit. The provisions of this Agreement are for the sole benefit of the parties hereto and confer no rights, benefits, or claims upon any person or entity not a party hereto, except as concerns State and Federal oversight as deemed appropriate by Grantor, given the (federal to state to local entity) pass-through nature of the funds expended herein.

Complete Agreement. This Agreement, including all attachments (which are incorporated by reference herein), is the parties' final and binding expression of their agreement and the complete and exclusive statement of its terms. This Agreement cancels, supersedes, and revokes all prior negotiations, representations, and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement. No change to this Agreement will be effective unless signed by both parties.

Severability; No Waiver. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision. The waiver by either party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

Grantee's Authority. Grantee represents and warrants that (a) it has the corporate, statutory, or other power and authority to enter into this Agreement and to perform its obligations hereunder; (b) the person who executes this Agreement on its behalf has the necessary authority to bind Grantee; and (c) neither the execution and delivery of this Agreement nor the performance of its obligations hereunder will constitute a violation of, a default under, or conflict with any term of any governance documents or other agreements to which it is bound.

Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. Faxed and PDF counterpart signatures are sufficient to make this Agreement effective.

Having full authority to act on behalf of the Charitable Organization, I hereby certify that all of the above and attached documents are true and correct:

GRANTEE:

Name (printed) _____

Title _____

Signature _____

Date _____

Name (printed) _____

Title _____

Signature _____

Date _____

GRANTOR:

Goshen County Commission Chairman

Attest: Goshen County Clerk

Date

GRANTEE PLEASE PROVIDE A COPY OF ALL DOCUMENTS TO BE INCORPORATED HEREIN AS REQUIRED BY AGREEMENT BETWEEN STATE OF WYOMING AND GOSHEN COUNTY FOR USE OF FUNDS:

- 1. Agreement signed by Grantee**
- 2. Application**
- 3. Grantee Certification**
- 4. Confirmation letter from IRS stating 501c(3) or 501c(19) or letter from CPA or Attorney attesting to qualification as such entity**
- 5. Documentation of all expenses reported**
- 6. Summary each expense and which of Section 7 or 8 of the Rules qualifies each expense**

Report and Payment Schedule to be completed by Goshen County

<i>Data delivery</i>	<i>Financial report</i>	<i>Payment</i>
<u>Due date Feb 15, 2021</u>	<u>Due date Feb 15, 2021</u>	<u>Encumbered by March 1, 2021</u>
		\$
By _____	By _____	Refund to Goshen County due by _____

APPROVED REIMBURSEMENT

Goshen County grant
contribution

TOTAL _____

Date: _____

Prepared by: _____

Requested amount		Goshen County contribution	
\$		\$	