

**Board of County Commissioners**

**Agenda Item Report**

**Agenda item #**\_\_\_

**Meeting Date:** December 6, 2016

**Presenter:** Darren Brugman

**Submitting Office:** START

**Subject:** SLIB Grant Contract

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**Statement / Purpose:** Consideration of a SLIB TEA grant for purchase of a 30+ Passenger large Bus, ADA compliant

**Background / Description (Pros & Cons):** Application was made and approved by the SLIB board on November 11, 2016

**Statement of Strategic Intent addressed by this item (Identify BCC goals accomplished/addressed):** Support of Transportation Plan.

**Attachments:** Contract for approval

**Fiscal Impact:** Additional \$110,000 to the Grant fund.

**Staff Impact:** Minimal Clerk staff support for administration

**Legal Review:**

**Recommendation:** Approval

**Suggested Motion:** I move to approve the Grant agreement with Wyoming State Loan and Investment Board on behalf of START, in the amount of \$110,000 for the purchase of a 30+ passenger large bus, which is ADA compliant.

STATE OF WYOMING  
STATE LOAN AND INVESTMENT BOARD

Grant Agreement

1. **Parties.** The parties to this Agreement are the Wyoming Office of State Lands and Investments (Office of State Lands), whose address is 122 West 25th Street, Cheyenne, Wyoming, 82001, and the grant recipient, Teton County (Grantee), whose address is PO Box 1687, Jackson, WY 83001.
2. **Purpose of Agreement.** On November 10, 2016, the State Loan and Investment Board (SLIB) approved a grant from Chapter 17, Transportation Enterprise Fund Grants and Loans, up to the amount of One Hundred Ten Thousand dollars (\$110,000.00), to be used for the following SLIB-approved project:

One (1) 30+ Passenger Large Bus, ADA Compliant

The Office of State Lands administers these types of grants. For the above-named project, this agreement shall set out the grant conditions and instructions on how the Office of State Lands will disburse funds for the project.

Additionally, and although not a condition to receiving grant funding under this agreement, the Office of State Lands highly recommends that the governing body of the Grantee attend "Board Training".

3. **Term of Agreement and Required Approvals.** This agreement is effective when all parties have executed it \_\_\_\_\_.
4. **Responsibilities of Grantee.** The Grantee agrees:
  - A. **Grantee shall comply with the special conditions set out on Attachment A to this Agreement and incorporated herein by reference.**
  - B. The granted funds are to be spent only for the described purpose or project in the submitted application, and for no other purpose or project.
  - C. 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.

- D. The Grantee will establish and maintain sufficient internal controls to ensure that grant funds are spent in accordance with this agreement, SLIB rules, and all other state and federal laws.
- E. 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 SLIB. The Grantee further agrees to provide the Office of State Lands, 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.
- F. The Office of State Lands, 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.
- G. The Grantee shall comply with all applicable state and federal laws, rules, and regulations, including compliance with the provisions of Wyo. Stat. § 16-6-1001, Article 10, *Capital Construction Projects Temporary Restrictions*, if receiving funding from Chapter 17 Transportation Enterprise Fund Grants and Loans.

5. **Responsibilities of the Office.** The Office of State Lands agrees:

- A. To furnish granted funds only as needed to discharge obligations incurred by the Grantee for its approved project, provided that the obligations incurred are eligible for funding under SLIB Chapter 17 rules, under this agreement and other state law, and provided further that the Grantee is in compliance with this agreement, SLIB rules, and all other state and federal laws.

6. **Special Provisions.**

- A. To request reimbursement for eligible expenditures, a Grant Draft Request (GDR) form must be completed, and submitted (original signatures required) with a copy of each invoice detailing the expenditures.
  - (i) All GDR forms must be signed by your authorized signatories. By submission of a GDR, the Grantee hereby warrants that the signatories of the grant draft request form are authorized to sign on behalf of the Grantee. It always remains the responsibility of

the Grantee for ensuring that grant funds are spent in accordance with this agreement, and state and federal law.

- (ii) An electronic copy of the GDR form (with or without formulas) is available on our web site, by going to <http://lands.wyo.gov>, clicking on Grants & Loans in the top menu bar, going to "Transportation Enterprise Account Grants and Loans" and clicking on "Grant Agreement Request". Then, a "File Download" menu will appear—click on Save, and be sure to note where the file is saved. Open the file that you just saved, click on the tab you would like to view or work with, such as Example GDR with formulas, GDR with Formulas, or GDR without Formulas.
- (iii) The Office of State Lands recommends using the GDR with Formulas, to automatically calculate the SLIB Amount for each invoice. Update the form with the following information:

Grant NO.: TEA-17008 TE.  
SLIB: 19%  
LOCAL: 81%  
Requested By: Teton County  
Project Description: One (1) 30+ Passenger Large Bus, ADA Compliant  
Amount of Funds Approved for Project: \$110,000.00

In addition, update the following at the bottom of the form:

Type the Name & Title for the By Signature  
Type the Name & Title for the Attest Signature  
Type the Name of the Contact Person  
Type the Phone number of the contact person  
Type the e-mail address of the contact person

Print on Legal paper (11" x 14"), attach the invoices in the order they appear on the GDR, original signatures are required.

- (iv) Upon receipt, the Office of State Lands will review for accuracy, eligibility, and submit for processing. Payments will be issued directly from the Wyoming State Auditor's office, typically on Monday and Thursday of each week.
- (v) To verify a payment, use the on-line payment search at [http://sao.state.wy.us/EFT\\_Search\\_page.htm](http://sao.state.wy.us/EFT_Search_page.htm), on the State Auditor's website, by selecting "Vendor Payments Search" and entering as much information as possible. (The Office of State Lands is linked to Dept 060, you are the vendor, the Document will begin with the Grant number), click "Submit." Once you have

the results, you can click on the titles at the top of the page to sort by column.

- B. Disbursement requests submitted will be paid by percentage only, and not paid in full. The percentage of payment is based on the amount approved by the SLIB as a percentage of the total eligible project cost given in the application. The SLIB's disbursement percentage for this project is 19%.
- C. If the SLIB provides additional funding for this project, the Office of State Lands will recalculate the disbursement percentage and will make disbursements based upon that percentage. The Office of State Lands will allow additional payments to bring the SLIB's disbursement percentage to the current percentage approved by the SLIB.
- D. For questions about the form, reimbursement process, or eligible items, please contact Cori Phelps ([cori.phelps@wyo.gov](mailto:cori.phelps@wyo.gov) or 307-777-7453) or Dawn Karban ([dawn.karban1@wyo.gov](mailto:dawn.karban1@wyo.gov) or 307-777-7309).

## 7. General Provisions.

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
- B. **Applicable Law/Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Assignment/Contract Not 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.
- D. **Audit/Access to Records.** The Office of State Lands 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. **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.

- F. Entirety of Agreement.** This Agreement, consisting of seven (7) pages and Attachment A, one (1) page, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- G. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes completely 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, 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. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- H. 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.
- I. 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.
- J. Sovereign Immunity.** The State of Wyoming, the SLIB, and the Office of State Lands do not waive sovereign immunity by entering into this Agreement and specifically retain all immunities and defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should 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 sovereign immunity shall be construed in favor of sovereign immunity.
- K. 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.

- L. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

8. **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 signatory for the Grantee also hereby certifies that he or she is authorized to sign this Agreement on behalf of the Grantee and bind the Grantee to the terms herein.

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

**WYOMING OFFICE OF STATE LANDS AND INVESTMENTS:**

\_\_\_\_\_  
Bridget Hill, Director

\_\_\_\_\_  
Date

**GRANTEE:**  
Teton County

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_  
Megan Nicholas, Assistant Attorney General

\_\_\_\_\_  
Date

STATE OF WYOMING  
STATE LOAN AND INVESTMENT BOARD

**Grant Agreement  
Attachment A**

Detailed below are the special conditions the Grantee must meet prior to funds being disbursed:

- 1. The Grantee shall provide a certified written statement outlining the replacement schedule for the vehicle(s) being funded by the State Loan and Investment Board and its plan for replacement of the vehicle(s). The Grantee shall detail its future replacement plan for the vehicle(s) being funded by this grant and specify if it intends to seek any funds under the control of the State Loan and Investment Board to fund such replacement in the future.**
- 2. As a condition of the grant, the Grantee will provide written assurance(s) that the title(s) to the public transportation vehicle(s) funded under this grant will not be conveyed for a term of five years or until the vehicle has one hundred thousand (100,000) miles, whichever comes first, without prior written permission from this office.**
- 3. As a condition of the grant, the Grantee will provide written assurance(s) that it will maintain collision and comprehensive insurance for each public transportation vehicle funded with this grant for a period of five years or until the vehicle has one hundred thousand (100,000) miles, whichever comes first. In the event of loss, the Grantee will use the proceeds of the insurance to repair or replace the damaged vehicle.**