

# EXAMPLE

## Wyoming Supreme Court ELECTRONIC-CITATION IMPLEMENTATION GRANT AGREEMENT

### I. PARTIES

This Agreement is made and entered into by and between \_\_\_\_\_, Grantee, herein referred to as Contractor, with a principal place of business at \_\_\_\_\_, and the Supreme Court of Wyoming, herein referred to as Court, with a principal place of business at 2301 Capitol Avenue, Cheyenne, Wyoming 82002.

### II. PURPOSE

The purpose of this Agreement is to set forth the terms and conditions by which the Court will award matched grant funding to help Contractor offset the one-time costs associated with electronic citation issuance and filing capability.

### III. TERM OF AGREEMENT AND APPROVALS

This Agreement is effective when all parties have executed it and all required approvals have been granted. Facsimiles of the Agreement and signatures are acceptable. The term of this Agreement shall be from the effective date through June 30, 2016. This Agreement may be terminated, by either party, without cause, upon thirty (30) days prior written notice.

### IV. RESPONSIBILITIES OF THE CONTRACTOR

The Court will award grant funding to the Contractor based on the attached application dated \_\_\_\_\_, and any subsequent addendums. The Contractor shall:

- A. Abide by the grant terms/conditions and all Federal and State laws pertaining to the grant;
- B. Implement electronic citation issuance capability for law enforcement;
- C. Implement subsequent electronic filing/submission of citation data to the local court of jurisdiction and the Wyoming E-Citation Repository Gateway (WyCite Gateway) in as real-time a method as possible;
- D. Adopt the electronic codification of state statutes and descriptions, which will be provided and maintained by the Supreme Court. This is mandatory for filing e-citations in a circuit court;

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- E.** Establish a routine monthly process to electronically provide the Supreme Court with timely officer update lists, including name and badge number for new hires and terminations. This is mandatory for filing e-citations in a circuit court;
- F.** Provide the Court detailed documentation of the match requirement, such as receipt expenditures totaling 50% of the total project;
- G.** Provide the Court yearly project updates on or before June 30 of each year. The update should include expenditures, goals and objectives met pursuant to this grant;
- H.** The Contractor shall provide a final project report on or before June 30, 2016 outlining project accomplishments including, but not limited to: summary of goals and objectives achieved pursuant to this grant, how many citations have been issued electronically and successfully filed in the local Court(s) and WyCite Gateway;
- I.** Inform the Court if the agreed timeline changes or the project encounters obstacles which could impact the successful completion of the project.

### **V. RESPONSIBILITIES OF THE COURT**

The Court shall provide oversight concerning the grant award and provide technical assistance with data submission to the WyCite Gateway upon request.

### **VI. COMPENSATION AND METHOD OF PAYMENT**

The Contractor shall submit an invoice, attaching receipts of all expenditures and documentation of the required local match quarterly, on or before the following dates of each year: September 30<sup>th</sup>, December 31<sup>st</sup>, March 31<sup>st</sup>, and June 15<sup>th</sup>.

The Court shall reimburse Contractor based on review and approval of expenditures pursuant to the requirements of this Agreement. The maximum award of this Agreement is \$\_\_\_\_\_.

Payment shall be made from the Supreme Court budget upon completion of services. Any mutual changes or additions will be reduced to writing and signed by both parties prior to the providing of services and incurring of expenses. For any additional and significant professional services or expenses related to but not explicitly covered by this Agreement, the Contractor will submit itemized bills/invoices as provided by a mutual Agreement with the Court.

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## **VII. GENERAL PROVISIONS**

The General Provisions below shall apply to all Contractors and Sub-Contractors:

### **A. ASSUMPTION OF RISK**

The Contractor shall assume the risk of any and all loss of state or local funding, either administrative or program dollars, due to its failure to comply with State or Federal requirements while executing this Agreement.

### **B. KICKBACKS**

The Contractor certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If the Contractor breaches or violates this warranty, the Supreme Court may, at its discretion, terminate this Agreement without liability to the Supreme Court, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

### **C. MONITORING ACTIVITIES**

The Supreme Court shall have the right to monitor all activities related to this Agreement that are performed by the Contractor or its Sub Contractor. This shall include, but not be limited to, the right to make onsite inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of the related work.

### **D. NON-DISCRIMINATION**

The Contractor and its Sub-Contractors shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (W.S. 27-9-105 et seq.), the Americans With Disabilities Act (ADA), and the Age Discrimination Act of 1975 and/or 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.

### **E. PUBLICITY**

Any publicity given to this project, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor and

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related to the services and work to be performed under this Agreement, shall identify the Wyoming Supreme Court as a sponsoring agency and shall not be released without prior written approval of the Court.

### **F. AVAILABILITY OF FUNDS**

Each payment obligation of the Court is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Contractor, the Agreement may be terminated by the Court at the end of the period for which the funds are available. The Court shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Court in the event this provision is exercised, and the Court shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Court to terminate this Contract to award a similar contract to another party.

### **G. AMENDMENTS**

Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.

### **H. 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.

### **I. COMPLIANCE WITH LAWS**

The Contractor shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this agreement. By signing this Agreement, the Contractor certifies that it is not suspended, debarred, or voluntarily excluded from federal financial or nonfinancial assistance, nor are any of the participants involved in the execution this Agreement suspended, debarred, or voluntarily excluded. Furthermore, the Contractor agrees to notify the Court by certified mail should the Contractor or any of its agents become debarred, suspended, or voluntarily excluded during the term of this Agreement.

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### **J. FEDERAL FUNDING REQUIREMENTS**

It is understood that a federal source of funding may be used to offset General Fund costs incurred by the Court in this Agreement. This federal funding source is the Highway Safety Improvement Grant \_\_\_\_\_. If the Contractor's yearly total of contracted dollars exceeds Three Hundred Thousand Dollars (\$300,000.00) of federal funds, regardless of source, the Contractor is required to have a single or program specific audit conducted in accordance with the Office of Management and Budget (OMB) Circular A-133. The Contractor shall furnish the Court with a copy of the final audit along with the Contractor responses to the audit.

### **K. TERMINATION OF AGREEMENT**

This Agreement may be terminated immediately for cause if the Contractor fails to perform in accordance with the terms of this Agreement.

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## VIII. SIGNATURES

Both parties represent that they have read this agreement, understand it, agree to be bound by the terms and conditions stated herein and acknowledge receipt of a signed and dated true and correct copy hereof.

**IN WITNESS THEREOF**, the parties hereto have caused this agreement to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

### FOR THE COURT:

\_\_\_\_\_

Lily Sharpe, Court Administrator

\_\_\_\_\_

Date

### FOR THE CONTRACTOR (GRANTEE):

\_\_\_\_\_

Authorizing Official of Local Government

\_\_\_\_\_

Date