

**GRANT AGREEMENT BETWEEN
WYOMING OFFICE OF HOMELAND SECURITY
AND
LARAMIE COUNTY**

Grant Award for U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA), Grant Programs Directorate, Emergency Management Performance Grant COVID-19 Supplemental (EMPG-S) Fiscal Year 2020

Subrecipient:	Laramie County
DUNS #	197732709
Award Amount:	\$79,040.00
Local Match Amount:	\$79,040.00
Period of Performance:	January 27, 2020 through June 30, 2021
CFDA #:	97.042
DHS Grant Code:	EMD-2020-EP-00015
Project ID:	20-EMPGS-LC-GCF20

1. **Parties.** The parties to this Grant Agreement (Agreement) are the Wyoming Office of Homeland Security (Agency), whose address is: 5500 Bishop Boulevard, Cheyenne, Wyoming 82002, and Laramie County (Subrecipient), whose address is: 310 W 19th St, Ste. 1200, Cheyenne, WY 8200.
2. **Purpose of Agreement.** The purpose of this Agreement is to provide federal funds to assist state, local, territorial, and tribal governments in preparing for all hazards. The FY 2020 Emergency Management Performance Grant COVID-19 Supplemental (EMPG-S) Program will provide federal funds to assist state, local, territorial, and tribal emergency management agencies to obtain the resources required to support the implementation of the National Preparedness System and the National Preparedness Goal of a secure and resilient Nation. The U.S. Department of Homeland Security (DHS) encourages EMPG-S recipients and subrecipients to prioritize grant funding toward investments that address capability targets and gaps identified through the annual Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) process. Recipients and subrecipients should use grant funds to increase capability for high-priority core capabilities with low capability levels, validate capability levels, and maintain or sustain current capabilities.

Project expenditures must align with the approved scope of work described in Attachment A, Project Description, which is attached to and incorporated into this Agreement by this reference.

3. **Funding Authority.** The funds the Agency will distribute to Subrecipient are drawn from grant funds distributed to the State of Wyoming by the Fiscal Year 2020 U.S. Department of Homeland Security, Federal Emergency Management Agency Grant Program Directorate, and Emergency Management Performance Grant Program. The program is authorized by Coronavirus Aid, Relief, and Economic Security (CARES) Act, Div. B (Pub.

L. No. 116- 136); section 662 of the Post-Katrina Emergency Management Reform Act of 2006 (PKEMRA), as amended (Pub. L. No. 109-295) (6 U.S.C. § 762); Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121, *et seq.*); Earthquake Hazards Reduction Act of 1977, as amended (Pub. L. No. 95-124) (42 U.S.C. §§ 7701, *et seq.*); and National Flood Insurance Act of 1968, as amended (Pub. L. No. 90-448) (42 U.S.C. §§ 4001, *et seq.*).

4. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The period of performance of the Agreement is from January 27, 2020 through June 30, 2021. All services shall be completed during this term.

This Agreement may be extended by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension, and any extension will be determined at the discretion of the Agency.

5. **Payment.**

- A. The Agency agrees to pay the Subrecipient for the services described in Attachment A. Total payment under this Agreement shall not exceed seventy-nine thousand forty dollars and zero cents (\$79,040.00). Payment shall be made within forty-five (45) days after receipt and approval of invoice pursuant to Wyo. Stat. § 16-6-602. Invoices shall be consistent with the current versions of the Reimbursement Request Form and the Expense Claim Form, each of which is incorporated herein by this reference; other applicable invoices and proof of payment, including relevant personnel paycheck stubs; and time and record keeping reports. Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement. Subrecipient shall submit all invoices within forty-five (45) days of the end of the period of performance of this Agreement.
- B. No payment shall be made before the Effective Date of this Agreement. No payment shall be made for services rendered outside the period of performance of this Agreement or for activities commenced without prior approval, if prior approval is required. Should the Subrecipient 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 Subrecipient performs its duties and responsibilities to the satisfaction of Agency.
- C. **Travel.** The payment of travel expenses related to the performance of this Agreement shall be allowed with prior approval from Agency and as set forth below. Subrecipient is expected to procure the most cost-efficient travel arrangements.
- (i) **Air Travel.** Domestic travel costs are allowed. International travel is not an allowable cost under this program unless approved in advance by DHS or the Federal Emergency Management Agency (FEMA). The Agency agrees to reimburse the Subrecipient's approved air travel expenses related to the performance of this Agreement. Air travel shall be reimbursed based on

actual costs, supported by a copy of the original receipt with the invoice. Subrecipient must select the lowest airfare (fares available in the market at the time of booking, preferably well in advance of trip to attain the lowest possible airfare). Subrecipients shall book economy class fares for all domestic travel. First class bookings are not reimbursable.

- (ii) Personal Vehicle. The Agency agrees to reimburse the Subrecipient's approved use of personal vehicle. Mileage shall be reimbursed at the current State rate per mile based on standard map mileage. Fuel will not be reimbursed.
- (iii) Car Rental. The Agency agrees to reimburse the Subrecipient's approved car rental expenses related to the performance of this Agreement. Car rental expenses shall be reimbursed at actual costs, supported by a copy of the original receipt with the invoice. Subrecipient must select the lowest rental rates for an appropriate vehicle.

D. Lodging. The Agency agrees to reimburse Subrecipient's approved lodging expenses related to the performance of this Agreement. Lodging expenses shall be reimbursed at actual costs, supported by a copy of the original receipt with the invoice. The Subrecipient shall only invoice the Agency for the basic room rate, taxes, and lodging fees. The Agency is not responsible for incidental or miscellaneous expenses charged to the room. Incidental and miscellaneous expenses for which the Agency shall not be responsible include charges such as alcohol, internet, telephone charges, mini-bar, and movies.

E. Meals. The Agency agrees to reimburse Subrecipient's approved meal expenses related to the performance of this Agreement. Unless otherwise agreed upon, the Subrecipient shall be reimbursed for meals in accordance with the current U.S. General Services Administration rate per day. This reimbursement amount includes all meal, beverage, and refreshment expenses incurred during the day. Requests for reimbursement shall state the amount allowable for meals and list the actual number of travel days on the invoice.

6. Responsibilities of Subrecipient. Subrecipient agrees to and acknowledges the following limitations and special conditions:

A. Point of Contact. Subrecipient shall complete the Point of Contact Form, which is incorporated herein by this reference. Subrecipient agrees to keep the Agency up-to-date as to the name of the person acting as Subrecipient's primary contact person for this Agreement, including any change of contact person, address, or telephone information utilizing the Point of Contact Form. Subrecipient's primary contact person shall cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment of evaluation of any activities within this Agreement. An email address must be provided for the contact person and that email account must be checked regularly for new messages.

- B. Notice of Funding Opportunity (NOFO) and FEMA Preparedness Grants Manual.** Subrecipient agrees to comply with all of the requirements, instructions, guidance, limitations, and other conditions set forth in the current versions of the FY 2020 EMPG-S Notice of Funding Opportunity (NOFO), and the FEMA Preparedness Grants Manual, both incorporated herein by this reference. Subrecipient shall read and ensure the necessary personnel are familiar with and adhere to the objectives, priorities, requirements, and restrictions of the EMPG-S Program. Subrecipient agrees that all allocations and use of funds under this Agreement will be in accordance with the FY 2020 EMPG-S NOFO which can be found at <https://www.fema.gov/media-library/assets/documents/187029> and the FEMA Preparedness Grants Manual which can be found at <https://www.fema.gov/media-library/assets/documents/178291>.
- C. Environmental and Historic Preservation (EHP).** DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its Environmental and Historic Preservation (EHP) review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and Executive Orders. DHS/FEMA funded activities that may require an EHP review are subject to FEMA's EHP review process. This review does not address all federal, state, and local requirements. Subrecipient shall comply with all applicable federal, state, and local laws and shall provide any information requested by the Agency to ensure compliance with applicable requirements. Failure of subrecipient to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. Projects that have potential to impact the environment, including but not limited to the construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in DHS/FEMA/EHP review process prior to work being started. To access the FEMA's EHP screening form and instructions, go to the DHS/FEMA website at <https://www.fema.gov/media-library/assets/documents/90195>. All relevant sections of this form must be completed. Subrecipient will submit the completed EHP screening form to the Agency for submission to FEMA. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, Subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.
- D. NIMS.** Subrecipient shall ensure and maintain adoption and implementation of the National Incident Management System (NIMS). Subrecipient must use standardized resource management concepts for resource typing, credentialing, and inventory in order to facilitate the effective identification, dispatch, deployment, tracking, and recovery of resources. Subrecipient shall update or modify their

operational plans, and training and exercise activities, as necessary, to achieve conformance with the National Response Framework and NIMS implementation guidelines.

E. Procurement. Subrecipient shall use its own documented procurement procedures that reflect applicable state, local, territorial, and tribal laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 Code of Federal Regulations (C.F.R.) Part 200. These standards include, but are not limited to, providing for full and open competition consistent with the standards of 2 C.F.R. Part 200.319. All procurement activity must be conducted in accordance with Federal Procurement Standards 2 C.F.R. Part 200.317-200.326.

F. Equipment.

- (i) Subrecipient may not use this Agreement funding to purchase equipment not specifically authorized in the Authorized Equipment List (AEL) unless the proposed acquisition is reviewed by the Agency and approved by the DHS in writing prior to purchase. Unless otherwise stated, equipment must meet all mandatory regulatory or DHS/FEMA-adopted standards or both to be eligible for purchase using this Agreement. In addition, Subrecipient will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.
- (ii) Subrecipient agrees that, when practicable, any equipment or supplies purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security and administered by the Wyoming Office of Homeland Security."
- (iii) Subrecipient shall maintain property records for all equipment purchased with EMPG-S funds in accordance with 2 C.F.R. 200.313(d)(1) to include: a description of the property, a serial number or other identification number, the source of funding for the property, who holds title, the acquisition date, and cost of the property, percentage of federal participation in the project costs for the federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall provide Agency with updated property records during the close-out of this Agreement.
- (iv) If EMPG-S funding is being used to provide emergency communications equipment and its related activities, Subrecipient shall comply with the SAFECOM Guidance for Emergency Communications Grants (SAFECOM Guidance), including provisions on technical standard that ensure and enhance interoperable communications.

G. Training.

- (i) Training conducted using EMPG-S funds should align to a current, multi-year Training and Exercise Plan (TEP) developed through an annual Training and Exercise Plan Workshop (TEPW) and build from training gaps identified in the THIRA/SPR process, exercises and real-world events. EMPG-S funds used for training should support the nationwide implementation of NIMS. Subrecipient agrees to complete and update a local TEP in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP) requirements and submit it to the Agency annually.
 - (ii) In addition to training activities aligned to and addressed in the TEP, Subrecipient shall ensure that all EMPG-S funded personnel (full- and part-time) shall complete the following training requirements and provide Agency with proof of completion:
 - (a) IS-100 (any version), IS-200 (any version), IS-700 (any version), and IS-800 (any version); AND
 - (b) Professional Development Series (PDS) or the Emergency Management Professionals Program (EMPP) Basic Academy. These requirements can be found at: <https://training.fema.gov/is/searchis.aspx?search=PDS> and <https://training.fema.gov/empp/basic.aspx> as well as the EMPG-S Appendix of the FEMA Preparedness Grants Manual.
 - (iii) Per DHS/FEMA Grant Programs Directorate (GPD) Information Bulletin No. 432, July 19, 2018, Subrecipient is no longer required to request approval from FEMA for personnel to attend non-FEMA training as long as the training is coordinated with and approved by the State Approving Agency (SAA) State Training Point of Contact, and falls within the FEMA mission scope and the jurisdiction's Emergency Operations Plan. All other requirements listed in this section still apply.
- H.** Emergency Operations Plan (EOP). Subrecipient agrees to complete an EOP aligning with the requirements and guidelines of the Comprehensive Preparedness Guide (CPG) 101 Version 2.0. The EOP should be updated no less than once every two (2) years. Subrecipient agrees to provide the Agency with a current or updated copy of the EOP no later than September 1, 2020.
- I. Reporting.** Subrecipient agrees to submit quarterly progress reports on forms provided by the Agency for the entirety of the performance period regardless of expenditure(s). Quarterly reports will be due the 20th of the month following the end of each quarter (April 20, July 20, October 20 and January 20). Failure to submit quarterly reports may jeopardize future funding.

- J. Closeout.** Subrecipient must maintain and retain the following: backup documentation such as bids and quotes, cost/price analyses, and other documents required by federal regulations applicable at the time of this award. Subrecipient must also maintain the following documentation for federal funded purchases: specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices and cancelled checks. Subrecipients should keep detailed records of all transactions involving this Agreement. Failure to fully document all purchases will result in expenditures being questioned and subsequently disallowed. Records must be maintained for at least three (3) years after the close of the federal award.

7. **Responsibilities of Agency.** The Agency agrees to:

- A. Pay Subrecipient in accordance with Section 5 above.
- B. Be available to provide necessary and feasible technical advice requested by Subrecipient.
- C. Notify Subrecipient of information and updates received from FEMA or other federal agencies, which may affect or otherwise restrict the availability of funds awarded to Subrecipient herein.

8. **Special Provisions.**

- A. **Acknowledgement of Federal Funding from DHS.** Subrecipient agrees to acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
- B. **Administration of Federal Funds.** Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. Part 3002, and 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 Agency.
- C. **Assumption of Risk.** The Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Subrecipient's failure to comply with state or federal requirements. The Agency shall notify the Subrecipient of any state or federal determination of noncompliance. The Agency will provide Subrecipient written notice of intent to impose immediate measures and will make reasonable efforts to resolve the problem informally.
- D. **Best Practices for Collection and Use of Personally Identifiable Information (PII).** Subrecipients who collect PII are required to have a publically available privacy policy that describes standards on the usage and maintenance of the PII

they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

- E. Copyright License and Patent Rights.** Subrecipient acknowledges that the federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which Subrecipient purchases ownership using funds awarded under this Agreement. Subrecipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- F. Debarment and Suspension.** Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180, restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. By signing this Agreement, Subrecipient 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 E.O. 12549 and 12689, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Subrecipient agrees to notify Agency 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.
- G. DHS Specific Acknowledgements and Assurances.** Subrecipient acknowledges and agrees to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.
- H. Disposition of Equipment Acquired Under the Federal Award.** When original or replacement equipment acquired under this award by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, Subrecipient must notify Agency and request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.
- I. Drug-Free Workplace.** Subrecipient agrees to comply with drug-free workplace requirements in Subpart B of 2 C.F.R. 3001, which adopts the government-wide implementation (2 C.F.R. Part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 8101-8106).

- J. Duplication of Benefits:** Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude subrecipients from shifting costs that are allowable under two (2) or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.
- K. Energy Policy and Conservation Act:** Subrecipient agrees to comply with the requirements of The Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201, *et seq.*) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
- L. Environmental Policy Acts.** Subrecipient agrees to comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C § 4321, *et seq.*) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans. Subrecipient further agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, and other related provisions of federal environmental protection laws, rules or regulations.
- M. False Claims Act and Program Fraud Civil Remedies.** Subrecipient agrees to comply with the requirements of The False Claims Act, 31 U.S.C. § 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. See 31 U.S.C. § 3801-3812, which details the administrative remedies for false claims and statements made.
- N. Federal Audit Requirements.** Subrecipient 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. Subrecipient 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. Subrecipient shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records. Subrecipients agrees that if it expends less than seven hundred fifty thousand dollars (\$750,000.00) in federal funds during its fiscal year, it must send the Agency a letter stating they do not meet the threshold to undergo an organization-wide financial and compliance single audit.
- O. Federal Debt Status:** Subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent

payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

- P. Federal Leadership on Reducing Text Messaging while Driving:** Subrecipient agrees to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
- Q. Fly America Act of 1974.** Subrecipient agrees to comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B-138942.
- R. Hotel and Motel Fire Safety Act of 1990.** Subrecipient agrees to comply with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, by ensuring that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, codified as amended at 15 U.S.C. § 2225.
- S. Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 C.F.R. Part 175, this Agreement may be terminated without penalty if an entity that receives funds under this Agreement:
- (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
 - (iii) Uses forced labor in the performance of the award or subawards under the award.

Subrecipient agrees to comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. Part 175.15, the full text of which is incorporated herein by reference.

- T. Kickbacks.** Subrecipient 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 Subrecipient breaches or violates this warranty, Agency may, at its

discretion, terminate this Agreement without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

- U. **Limited English Proficiency.** Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d, *et seq.*) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.
- V. **Lobbying Prohibitions.** Subrecipient agrees to comply with 31 U.S.C. § 1352, which provides that none of the funds provided under this Agreement may be expended by the Subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
- W. **Monitoring Activities.** Agency shall have the right to monitor all activities related to this Agreement that are performed by Subrecipient or its subrecipients. This shall include, but not be limited to, the right to make site 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 Agreement related work.
- X. **Nondiscrimination.** The Subrecipient shall comply with Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d, *et seq.*); Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4 (see 42 U.S.C. § 3601, *et seq.*); the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*); Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. § 12101-12213, *et seq.*); Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. § 794); Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681, *et seq.*); and the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at 42 U.S.C. § 6101, *et seq.*); and 6 C.F.R. Part 19, Nondiscrimination in Matters Pertaining To Faith-Based Organizations, and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs. Subrecipient shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance of this Agreement.

- Y. Non-Supplanting Requirement.** Subrecipient hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.
- Z. 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.
- AA. Patents and Intellectual Property Rights.** Subrecipient are subject to the Bayh-Dole Act, 35 U.S.C. § 200, *et seq.*, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
- BB. Procurement of Recovered Materials.** Subrecipient agrees to comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of compensation.
- CC. Program Income.** Subrecipient shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Agency.
- DD. 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 Subrecipient and related to the services and work to be performed under this Agreement, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.
- EE. Reporting of Matters Related to Recipient Integrity and Performance.** Subrecipient agrees that if the total value of the Subrecipient's currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds ten million dollars (\$10,000,000.00) for any period of time during the period of performance of this Agreement, then the Subrecipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated herein by reference.
- FF. Reporting Subawards and Executive Compensation.** Subrecipient agrees to comply with the requirements set forth in the government-wide award term on

Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated herein by reference.

- GG. Terrorist Financing.** Subrecipient agrees to comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subrecipient to ensure compliance with the Order and laws.
- HH. Universal Identifier and System for Award Management (SAM).** Subrecipient agrees to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated herein by reference.
- II. USA Patriot Act of 2001.** Subrecipient agrees to comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. § 175-175c.
- JJ. Use of DHS Seal, Logo and Flags.** Subrecipient agrees to obtain permission from DHS prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials. The Subrecipient shall utilize the Agency as the liaison between the Subrecipient and DHS when obtaining DHS permission for the use of seal(s), logos, crests or reproductions of flags or likenesses.
- KK. Whistleblower Protection Act.** Subrecipient agrees to comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and 4310.

9. General Provisions.

- A. Activities Conducted Abroad.** Subrecipient must ensure that project activities carried on outside of the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- B. Amendments.** Any changes, modifications, revisions, or amendments to this Agreement, including changes FEMA determines are necessary to the Agency's award document after an award has been made, such as changes to period of performance or terms and conditions, which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- C. 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.

- D. 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 Subrecipient shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- E. Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall immediately, upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.
- F. Availability of Funds.** Each payment obligation of the Agency 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 the Agency at the end of the period for which the funds are available. The Agency shall notify the Subrecipient 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 Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- G. Award of Related Agreements.** The Agency may award supplemental or successor agreements for work related to this Agreement or may award grants to other subrecipients for work related to this Agreement. The Subrecipient shall cooperate fully with other subrecipients and the Agency in all such cases.
- H. Compliance with Laws.** The Subrecipient 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.
- I. 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 Subrecipient in the performance of this Agreement shall be kept confidential by the Subrecipient unless written permission is granted by the Agency for its release. If and when Subrecipient receives a request for information subject

to this Agreement, Subrecipient shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.

- J. Entirety of Agreement.** This Grant Agreement, consisting of eighteen (18) pages; and Attachment A, Project Description, consisting of one (1) page, 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.
- K. Ethics.** Subrecipient 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 Subrecipient's profession.
- L. 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 the Agency 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.
- M. 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.
- N. 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.
- O. Independent Contractor.** The Subrecipient 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 Subrecipient shall be free from control or direction over the details of the performance of services under this Agreement. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient 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 Subrecipient or its agents or employees to act as an agent or

representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Subrecipient 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 Subrecipient or the Subrecipient's agents or employees as a result of this Agreement.

- P. 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.
- Q. Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Agreement. Upon termination of services, for any reason, Subrecipient agrees to return all such original and derivative information and documents to the Agency 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.
- R. Patent or Copyright Protection.** The Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Subrecipient or its subrecipients will violate any such restriction. Subrecipient agrees to affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards. The Subrecipient shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions. Unless otherwise provided by law, the Subrecipient is subject to the Bayh-Doyle Act, 35 U.S.C. § 200, *et seq.* The Subrecipient is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
- S. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- T. 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.

- U. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Agreement and the Subrecipient 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.
- V. Taxes.** The Subrecipient 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.
- W. Termination of Agreement.** This Agreement may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Agreement may be terminated by the Agency immediately for cause if the Subrecipient fails to perform in accordance with the terms of this Agreement.
- X. 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.
- Y. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- Z. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- AA. 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.
- BB. 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 Subrecipient 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 Agency.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

10. **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.

AGENCY:

Wyoming Office of Homeland Security



Lynn Budd, Director

11/4/2020
Date

SUBRECIPIENT:

Laramie County



Gunnar Malm, Chairman
Laramie County Commission

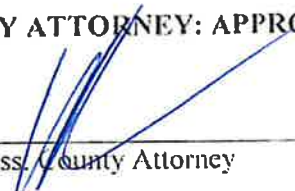
11/4/20
Date



Attested by: Debra Lee, County Clerk

11-4-2020
Date

COUNTY ATTORNEY: APPROVAL AS TO FORM



Mark Voss, County Attorney

10/29/20
Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM



Margaret A. R. Schwartz, Assistant Attorney General

10/27/20
Date

Attachment A: Project Description

Laramie County

Project ID: 20-EMPGS-LC-GCF20

Award Amount: \$79,040.00

The following submitted project(s) have been approved for the Federal Fiscal Year 2020 U.S. Department of Homeland Security, Emergency Management Performance Grant COVID-19 Supplemental (EMPG-S). Only expenditures within the scope of the below projects will be reimbursed by the Wyoming Office of Homeland Security. Any changes to the scope of work must be approved through the Wyoming Office of Homeland Security prior to implementation.

Description
<ul style="list-style-type: none">Architectural, structural, mechanical, plumbing and electrical professional fees to also include civil design, subsurface exploration/geotech and topographic survey.

For questions regarding individual project allowability, the scope of an approved project, or the 2020 EMPG-S, please contact:

Grants/Finance Section Chief
Wyoming Office of Homeland Security
307-777-4907