

LARAMIE COUNTY CLERK BOARD OF COUNTY COMMISSIONERS AGENDA ITEM PROCESSING FORM

1. DATE OF PROPOSED ACTION: October 17, 2017

2. AGENDA ITEM: Appointments Bids/Purchases Claims
Contracts/agreements/leases **Grants** Land Use: Variances/Board App/Plats
Proclamations Public Hearings/Rules & Reg's Reports & Public Petitions
Resolutions Other

3. DEPARTMENT: Grants

APPLICANT: EMA

AGENT: Sandra Newland/Jeanine West

4. DESCRIPTION: Consideration of a grant award agreement with the Wyoming Office of Homeland Security for the grant fiscal year 2017 Emergency Management Performance Grant (EMPG), in the amount of \$133,496.00 with local matching funds in the amount of \$133,496 for the term of October 1, 2016 through March 31, 2018.

RECEIVED AND APPROVED AS
TO FORM ONLY BY THE
LARAMIE COUNTY ATTORNEY

5. DOCUMENTATION: 1 original

Clerks Use Only:

Commissioner

Ash _____

Heath _____

Holmes _____

Kailey _____

Thompson _____

Action _____

Postponed/Tabled _____

Signatures

Co Attny _____

Assist Co Attny _____

Grants Manager _____

Outside Agency _____



THE STATE OF WYOMING

MATTHEW H. MEAD
Governor

Office of Homeland Security

Telephone (307) 777-Home (4663)
Fax (307) 635-6017
5500 Bishop Boulevard, Cheyenne, Wyoming 82002

September 26, 2017

Laramie County Commissioners
Mr. Troy Thompson, Chairman
312 W. 19th Street, Suite 300
Cheyenne, WY 82001

Dear Mr. Thompson:

I am pleased to forward the grant award from the U.S. Department of Homeland Security (DHS), Emergency Management Preparedness Grant (EMPG) Program for Federal Fiscal Year (FFY) 2017.

The FFY 2017 Emergency Management Performance Grant (EMPG) plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. The FFY 2017 EMPG supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

I encourage you to thoroughly review the enclosed FFY 2017 Grant Award Agreement (GAA). In addition, please reference the FFY 2017 Notice of Funding Opportunity, found at <https://www.fema.gov/media-library/assets/documents/131989>, as well as the 44 Code of Federal Regulations (CFR) Section 13 and the 2 CFR Section 200 for additional information about the purpose, goals and regulations of this grant.

Please return the enclosed Point of Contact form along with the signed Grant Award Agreement within 45 days of receipt of the grant award.

Sincerely,

A blue ink signature, appearing to be "Guy Cameron", written over a circular stamp.

Guy Cameron, Director



Matthew H. Mead
Governor

Office of Homeland Security

Telephone: (307) 777-Home (4663) Fax: (307) 635-6017

Website: <http://hls.wyo.gov>

5500 Bishop Blvd., Cheyenne, WY 82002

THE STATE OF WYOMING

Guy Cameron
Director

Grant Award for U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA), Grant Programs Directorate, Emergency Management Performance Grant (EMPG) Grant Fiscal Year 2017

Political Subdivision:	Laramie County
Federal Amount:	\$133,496.00
Local Match Amount:	\$133,496.00
Award Period:	October 1, 2016 through March 31, 2018
CFDA #:	97.042
DHS Grant Code:	EMD-2017-EP-00004
Project ID:	17-GPD-LAR-EM-GCF17

- Parties:** The parties to this Grant Award Agreement (Grant) are the **Wyoming Office of Homeland Security**, whose principal address is 5500 Bishop Blvd, Cheyenne, WY 82002 (Homeland Security) and **Laramie County** whose mailing address is **312 W. 19th Street, Suite 300, Cheyenne, WY 82001** (Subrecipient).
- Contact Information:** Subrecipient's submission of required reports and forms designated herein will be made using online tools when required by the procedures and protocol of the U.S. Department of Homeland Security, EMPG Program. All other reports, forms, and communications regarding this Grant shall be directed to the attention of Wyoming Office of Homeland Security's designated contact person. Subrecipient must keep Homeland Security up-to-date as to the name of the person acting as Subrecipient's primary contact person for this Grant award using the Point of Contact Information Form attached and incorporated herein as Attachment One, including any change of contact person, address, or telephone information. 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 or evaluation of any activities within this Grant. An e-mail address must be provided for the contact person and that e-mail account must be regularly checked for new messages.
- Funding Authority:** The funds Homeland Security will distribute to Subrecipient are drawn from grant funds distributed to the State of Wyoming by the Fiscal Year 2017 Homeland Security Grant Program, EMPG Program. The program is authorized by Section 662 of the Post Katrina Emergency Management Reform Act as amended (Pub. L. No. 109-295) (6 U.S.C. § 762) and the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121, et seq.); the Earthquake Hazards Reduction Act of 1977, as amended (Pub. L. No. 95-124) (42 U.S.C. §§ 7701, et seq.); and the National Flood Insurance Act of 1968, as amended (Pub. L. No. 90-448) (42 U.S.C. §§ 4001, et seq.). Title VI of the Stafford Act authorizes DHS/FEMA to make grants for the purpose of providing a system of emergency preparedness for the protection of life and property in the United States from hazards

and to vest responsibility for emergency preparedness jointly in the federal government, states, and their political subdivisions. The federal government, through the EMPG Program, provides direction, coordination, and guidance, and provides necessary assistance, as authorized in this title, to support a comprehensive all-hazards emergency preparedness system. The FY 2017 EMPG will provide federal funds to assist state, local, tribal, and territorial emergency management agencies to obtain the resources required to support implementation of the National Preparedness System and the National Preparedness Goal (the Goal) of a secure and resilient Nation. Among the five basic homeland security missions noted in DHS Quadrennial Homeland Security Review, EMPG supports the Goal to strengthen nation preparedness and resilience. Appropriation authority for the program is authorized under the Department of Homeland Security Appropriations Act, 2017, (Pub. L. No. 115-31).

4. **Term of Grant Award:** This Grant is effective when all parties have executed it (Effective Date). The term of this Grant is from October 1, 2016 through March 31, 2018.
5. **Federal Grant References:** The Fiscal Year 2017 EMPG Program Notice of Funding Opportunity (NOFO) can be found at https://www.fema.gov/media-library-data/1496322792825-14e183f5162625ef399f7b09aa0630ff/FY_2017_EMPG_NOFO_Final508.pdf. The Comprehensive Preparedness Guide (CPG) 201, Second Edition, August 2013, <https://www.fema.gov/media-library/assets/documents/26335>. State Mitigation Plan Review Guide (Revised March 2015) <http://www.fema.gov/media-library/assets/documents/101659>, Local Mitigation Plan Review Guide <http://www.fema.gov/media-library/assets/documents/23194>, Homeland Security Exercise and Evaluation (HSEEP), <https://www.fema.gov/media-library/assets/documents/32326>, National Incident Management System (NIMS) Implementation Guidance and Reporting, <http://www.fema.gov/implementation-guidance-and-reporting>, and NIMS Resource Center, <http://www.fema.gov/nims>; EMPG forms, and other documents are available from the Office of Homeland Security.

Subrecipient shall read and ensure the necessary personnel become familiar with and adhere to the contents of the NOFO.

6. **Purpose of Grant Award:** The priority for FY 2017 EMPG funding is to continue the alignment of the EMPG Program to the National Preparedness System. The National Preparedness System is the instrument the nation employs to build, sustain, and deliver core capabilities to achieve the Goal of a secure and resilient nation. Complex and far-reaching threats and hazards require a collaborative and a whole community approach to national preparedness that engages individuals, families, communities, private and nonprofit sectors, faith-based organizations, and all levels of government. The guidance, programs, processes, and systems that support each component of the National Preparedness System allow for the integration of preparedness efforts that build, sustain, and deliver core capabilities and achieve the desired outcomes identified in the Goal. (<http://www.fema.gov/whole-community>).

DHS encourages EMPG 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 State Preparedness Report (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 and/or sustain current capabilities.

The FY 2017 EMPG Program contributes to the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities. Core capabilities are essential for the

execution of critical tasks for each of the five mission areas outlined in the Goal. Delivering core capabilities requires the combined effort of the whole community, rather than the exclusive effort of any single organization or level of government. The EMPG Program's allowable costs support efforts to build and sustain core capabilities across the prevention, protection, mitigation, response, and recovery mission areas.

Emphasis is placed on capabilities that address the greatest risks to the security and resilience of the United States, and the greatest risks along the nation's borders. When applicable, funding should support deployable assets that can be utilized anywhere in the nation through automatic assistance and mutual aid agreements, including but not limited to the Emergency Management Assistance Compact (EMAC).

The FY 2017 EMPG Program supports investments that improve the ability of jurisdictions nationwide to: prevent a threatened or an actual act of terrorism; protect our citizens, residents, visitors, and assets against the greatest threats and hazards; mitigate the loss of life and property by lessening the impact of future disasters; respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident; and/or recover through a focus on the timely restoration, strengthening, and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of communities affected by a catastrophic incident.

The core capabilities contained in the Goal are interdependent and require the use of existing preparedness networks and activities, to improve training and exercise programs, promote innovation, and to ensure that the appropriate administrative, finance, and logistics systems are in place.

Recipients will use the components of the National Preparedness System to support building, sustaining, and delivering these core capabilities. The components of the National Preparedness System are: Identifying and Assessing Risk; Estimating Capability Requirements; Building and Sustaining Capabilities; Planning to Deliver Capabilities; Validating Capabilities; and Reviewing and Updating. For more information on each component, read the National Preparedness System description available at <http://www.fema.gov/national-preparedness-system>. Recipients are expected to use this process when using grant funds to address their capability gaps.

In addition, the DHS expects grantees to prioritize grant funding to address gaps identified through the annual State Preparedness Report (SPR) in achieving capability targets set through the annual Threat and Hazard Identification and Risk Assessment (THIRA). These assessments identify the jurisdictions' capability targets and current ability to meet those targets.

Project expenditures must align with the following approved scope of work:

- A. Salary and benefits for two full-time positions and one part-time position*
- B. Office and operational supplies that benefit and enhance the emergency management program*
- C. Interoperability expenses: fax, internet, phone*
- D. Lease and utilities for the storage facility storing emergency management equipment*

7. **Payment:** Homeland Security agrees to pay Subrecipient for the services described herein during the performance period of the Grant. The total federal allocation under this Grant shall not exceed **\$133,496.00 (One hundred thirty-three thousand, four hundred ninety-six dollars and zero cents)**. No payment shall be made for services rendered outside the performance period of the Grant or for activities commenced without prior approval, if prior approval is required. Payment will be made to Subrecipient by Homeland Security upon receipt and approval of a Reimbursement Request Form, Expense Claim Form, applicable invoices and proof of payment, including relevant personnel paycheck stubs and time and record keeping

reports, provided the expenditures comply with the FY 2017 NOFO, the Authorized Equipment list found at <https://www.fema.gov/authorized-equipment-list>, and all applicable federal and state laws. Quarterly reports must be current in order to receive reimbursements. There will be no extensions for the 2017 EMPG Program reimbursement or performance period.

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

A. Subrecipient must be familiar with all the requirements and restrictions of the Emergency Management Performance Grant Program, including:

- (i) Subrecipient must be familiar with the 2017 EMPG objectives, priorities and requirements identified in the FY 2017 EMPG NOFO.
- (ii) Subrecipient agrees that all allocations and use of funds under this Grant will be in accordance with the FY 2017 EMPG NOFO. Allocations and use of grant funding must support the goals and objectives included in the state and/or Urban Area Homeland Security Strategies. Allocations and use of grant funding must also support the state EMPG Work Plan and Subrecipient EMPG Work Plan which were submitted as part of the FY 2017 application. Subrecipient may not use this Grant to purchase equipment not specifically authorized in the Authorized Equipment List (AEL) unless the proposed acquisition is reviewed by Homeland Security and approved by DHS in writing prior to purchase.
- (iii) Subrecipient agrees to comply with the exercise and evaluation requirements set forth in the current edition of the U.S. Department of Homeland Security, Federal Emergency Management Agency, Grant Programs Directorate, Fiscal Year 2013 Homeland Security Exercise and Evaluation Program (HSEEP) guidance. An HSEEP Fact Sheet can be found at http://www.fema.gov/media-library-data/20130726-1914-25045-8890/hseep_apr13_.pdf
- (iv) Subrecipient agrees to comply with the financial and administrative requirements set forth in the FY 2017 EMPG NOFO.
- (v) Subrecipient agrees to comply with the organizational audit requirements of 2 CFR 200 Subpart F- Audit Requirements.
- (vi) Subrecipient further agrees to comply with the standards put forth in 2 CFR 200 Subpart E, Cost Principles.
- (vii) Subrecipient may use its own procurement procedures, provided its procurement process conforms to applicable federal and state laws and the standards identified in 2 CFR 200.317-200.326 Procurement Standards. All sole-source procurement in excess of \$10,000.00 (ten thousand dollars and zero cents) must receive prior approval of Homeland Security in writing. Contractors must develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFPs) for a proposed procurement to be excluded from the competitive bidding requirements. Any request for exemption must be submitted to Homeland Security and approved by the Grants Program Directorate in writing prior to obligation or expenditure of such funds using the Purchase Pre-Approval Request form.
- (viii) Subrecipient shall ensure all equipment purchased with this Grant is maintained and available for response to terrorist incidents. 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.”** Subrecipient agrees that all publications created with funding under this Grant shall prominently contain the following statement: **“This document was prepared under a grant from the FEMA’s National Preparedness Directorate, U.S. Department of Homeland Security administered by the Wyoming Office of Homeland Security (WOHS). Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA’s National Preparedness Directorate of the U.S. Department of Homeland Security, the State of**

Wyoming or WOHS.” Additionally, Subrecipient acknowledges that DHS/FEMA and Homeland Security reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal and Wyoming state government purposes: (1) the copyright in any work developed under this Grant; and (2) any rights of copyright to which Subrecipient purchases ownership under this Grant. Subrecipient must consult with DHS/FEMA and Homeland Security regarding any patent rights that arise from, or are purchased with, this Grant.

- (ix) Subrecipient agrees to acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations and other documents describing projects or programs funded in whole or in part with Federal funds.
- (x) Subrecipient agrees to cooperate with any assessments, national evaluation efforts and requests for information or data including, but not limited to, information required for the assessment or evaluation of activities within this Grant. The subrecipient may be monitored periodically by the staff of Homeland Security, FEMA, and/or the authorized contractors thereof, to ensure the program goals, objectives, timelines, budgets and other related Grant criteria are being met. Subrecipients must respond to these reviews within a reasonable time and participate to the best of their ability in order to meet the federal requirements for monitoring.
- (xi) Subrecipient agrees that federal funds under this award will be used to supplement but not supplant state or local funds. Subrecipient agrees that federal funds under this award will be used to supplement, but not supplant state, local or tribal non-federal funds. Supplanting is defined as “reducing or eliminating state, local or tribal funds for an activity specifically because federal funds are available (or expected to be available) for the same activity”. In addition, federal funding may not replace, state, local or tribal funding that is required by law (must-pay). In any instance of suspected supplanting, the Subrecipient agrees to substantiate the reduction in nonfederal funds at the request of Homeland Security.
- (xii) Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the U.S. Department of Homeland Security, Office of Grants and Training.
- (xiii) When implementing National Preparedness Directorate (NPD) funded activities, Subrecipient must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended. Subrecipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting NPD-funded activities.
- (xiv) Subrecipient may only fund Investments that were approved project(s) listed in paragraph 6.
- (xv) Subrecipient shall comply with all applicable “federal, state, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).” **Failure of Subrecipient to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding.** Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to any existing structure. 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.

- (xvi) Subrecipient agrees to complete a whole community Threat and Hazard Identification Risk Assessment and Community Preparedness Report (THIRA/CPR) update annually by September 1 of each year during the entire performance period of this award. Failure to meet this requirement may result in the withholding of reimbursement request disbursements.
 - (xviii) Subrecipient agrees to complete and update a local Training and Exercise Plan in accordance with HSEEP requirements and submit it to WOHS annually.
 - (xvii) Subrecipient agrees to complete an Emergency Operations Plan (EOP) or provide current EOP, aligning with the requirements and guidelines of the Comprehensive Preparedness Guide (CPG) 201, Second Edition, if updated within the last two (2) years, by September 1, 2018.
 - (xix) Subrecipient agrees to enter all Homeland Security Grant funded NIMS Tier 1 shareable resources and equipment into the *Wyoming Comprehensive Resource Management System (Salamander)* prior to seeking reimbursement or within thirty (30) calendar days from the receipt of the item, whichever occurs first. Tier 1 represents resources that are included in the national resource typing definitions defined by DHS: <https://rtlt.preptoolkit.fema.gov/Public>.
 - (xx) Prior to allocation of any federal preparedness awards in FY 2017, Subrecipient must ensure and maintain adoption and implementation of the National Incident Management System (NIMS) including but not limited to the requirement to maintain interoperable communication capability.
 - (xxi) Subrecipient agrees to participate in at least two (2) Coordinator's EMPG quarterly calls and/or webinars each fiscal year in order to increase the opportunities for communication and collaboration with peers and receive the trainings necessary to meet the state homeland security initiatives. If subrecipient is unable to meet this requirement, written explanation will be submitted to Homeland Security no later than March 31, 2018.
- B.** This Grant cannot be changed or altered in any way without prior written authorization from Homeland Security.
- C.** Subrecipient may not commingle or transfer funds under this Grant with the funds of any other state or federal grants.
- D.** As mandated by Homeland Security Presidential Directive/HSPD-5 (HSPD-5), *Management of Domestic Incidents*, the adoptions of the National Incident Management System (NIMS) is a requirement to receive federal preparedness assistance, through grants, contracts and other activities. Subrecipient shall update and/or modify their operational plans, and training and exercise activities, as necessary, to achieve conformance with the National Response Framework (NRF) and NIMS implementation guidelines.
- E.** Subrecipient agrees to submit quarterly progress reports through March 31, June 30, September 30, and December 31 to Homeland Security by April 20, July 20, October 20, and January 20, respectively for the entirety of the Grant performance period, regardless of expenditure(s). Quarterly reports will include:
- (i) The number of people trained in a given capability to support a reported number defined resource typed teams (e.g., 63 responders were trained in structural collapse to support 23 Type 2 Urban Search and Rescue (USAR) Teams);
 - (ii) The total number of a defined type of resource and capabilities built utilizing the resources of this Grant;
 - (iii) Status of NIMS compliance and training for personnel;
 - (iv) Status of THIRA and EOP updates and;
 - (v) What equipment was purchased, what typed capability it supports, and plans for sustainment.
- Quarterly reports will be submitted electronically via forms provided by Homeland Security.

9. Responsibilities of Homeland Security. Homeland Security will:

- A.** Be available to provide necessary and feasible technical advice, which may be reasonably required by Subrecipient.
- B.** Pay Subrecipient as stated in paragraph 7 above.

- C. Notify Subrecipient of any state or federal determination of noncompliance. Homeland Security will provide Subrecipient written notice of intent to impose immediate measures and will make reasonable efforts to resolve the problem informally.
- D. Notify Subrecipient at the earliest possible time of the services, which may be affected by a shortage of funds.
- E. 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.

10. **Special Provisions:**

- A. **Assumption of Risk:** Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to failure on behalf of the Subrecipient to comply with state or federal requirements.
- B. **Cost Principles:** Subrecipient agrees to comply with the standards set forth in 2 CFR Part 200 Subpart E, Cost Principles for State, Local, and Indian Tribal Governments.
- C. **Debarment or Suspension:** By signing this Grant, Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency in accordance with Executive Order 12549 and 12689, Debarment and Suspension and 2 CFR Part 180 or are on the disbarred vendors list at www.epls.gov.
- D. **Disadvantaged Business Requirement:** To the extent Subrecipient uses contractors or subcontractors, Subrecipient shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
- E. **Drug-Free Workplace:** Subrecipient shall certify that a drug-free workplace is maintained in accordance with the Drug-Free Workplace Act of 1988, and implemented in 2 CFR Part 3001.
- F. **Duplication of Benefits:** There may not be a duplication of any federal assistance, per 2 CFR Part 200.405 (c) Allocable costs, which states: Any costs allocable to a particular federal award or cost objective under the principles provided for in this Circular may not be charged to other federal awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the federal awards, or for other reasons. However, this prohibition would not preclude governmental units from shifting costs allowable under two (2) or more awards in accordance with existing program agreements.
- G. **Education Amendments of 1972-Title IX:** Subrecipient agrees to comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681, *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjects to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.
- H. **Energy Policy and Conservation Act:** Subrecipient agrees to comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
- I. **False Claims Act and Program Fraud Civil Remedies:** Subrecipient agrees to comply with the requirements of 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.
- J. **Federal Debt Status:** Subrecipients are required to be non-delinquent in their repayment of any federal debt including, but not limited to, delinquent payroll and other taxes, audit disallowances and benefit overpayment. See OMB Circular A-129.
- K. **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.
- L. **Financial and Compliance Audit Report:** Subrecipients that expend an aggregate amount of

\$750,000.00 (seven hundred and fifty dollars and zero cents) or more in federal funds during their fiscal year are required to undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the organizational audit requirements of the U.S. General Accounting Office Government Auditing Standards and 2 CFR Part 200 Subpart F-Audit Requirements. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the fiscal year for the Subrecipient. Subrecipient shall retain financial records and all other documentation as specified in the Financial Guide. Subrecipient shall give Homeland Security or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers or documents related to this Grant. Subrecipient shall provide one (1) copy of the audit report to Homeland Security and require release of the audit report by its auditor be held until adjusting entries are disclosed and made to Homeland Security's records. Subrecipient shall provide Homeland Security one (1) copy of all other audits performed which cover any part of this Grant.

- M. 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* (U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to the Comptroller General Decision B-138942.
- N. Freedom of Information Act (FOIA):** Information submitted in the course of applying for funding or provided in the course of grant management activities, may be considered law enforcement sensitive or otherwise important to national security interests. While this information is subject to requests made pursuant to the Freedom of Information Act, 5 U.S.C. § 552, all determinations concerning the release of information of this nature are made on a case-by-case basis by the U.S. Department of Homeland Security FOIA Office. Subrecipient should consult state and local laws and regulations regarding the release of information. Subrecipient should be familiar with the regulations governing protected critical infrastructure information, 6 CFR Part 29, and sensitive security information, 49 CFR Part 1520, as these designations may provide additional protection to certain classes of homeland security information.
- O. 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, 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*, as amended, 15 U.S.C. § 2225.
- P. Human Trafficking:** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Grant may be terminated without penalty if a private entity that receives funds under this Grant:
- (1) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procures a commercial sex act during the period of time that the award is in effect; or
 - (3) Uses forced labor in the performance of the award or sub awards under the award.
- Q. Individuals with Disabilities in Emergency Preparedness:** In accordance with Executive Order #13347, *Individuals with Disabilities in Emergency Preparedness*, signed July 2004, Subrecipient is encouraged to use funding for activities that integrate people with disabilities into their planning and response processes. Further guidance is available at <http://www.fema.gov/pdf/media/2008/301.pdf>; <http://www.LLIS.gov>; <http://www.fema.gov/oer/reference/>; <http://www.disabilitypreparedness.gov>.
- R. Kickbacks:** Subrecipient certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Grant, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Grant. If Subrecipient breaches or violates this warranty, Homeland Security may, at its discretion, terminate this Grant without liability to Homeland Security, or deduct from this Grant price or consideration, or otherwise recover, the full amount of any commission,

percentage, brokerage, or contingency fee.

- S. Limitations on Lobbying Activities:** Subrecipient agrees that none of the funds provided under this award will 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 concerning the award or renewal in accordance with 31 U.S.C. § 1352.
- T. Limited English Proficient (LEP) Persons:** Subrecipient must certify that Limited English Proficiency Persons have meaningful access to the services under this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI of the Civil Rights Act of 1964, as amended, Subrecipient is required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The guidance document can be accessed at www.lep.gov.
- U. Monitoring Activities:** Subrecipient may be monitored periodically by the staff of Homeland Security, DHS/FEMA, or Grant Program Directorate (GPD), and/or the authorized contractors thereof, to ensure the program goals, objectives, timelines, budgets and other related grant criteria are being met.
- V. National Preparedness Reporting Compliance:** Subrecipient agrees to 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 or evaluation of any activities within this Grant. This includes any assessments, audits, or investigations conducted by the Department of Homeland Security, Office of Inspector General, or the Government Accountability Office.
- W. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Grant, shall be paid by either party.
- X. Nondiscrimination:** Subrecipient shall comply with all state and federal civil rights laws, to include Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000, *et. seq.*), the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et. seq.*), the Americans With Disabilities Act, (42 U.S.C. § 12101, *et. seq.*), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681, *et. seq.*) and the Age Discrimination Act of 1975, as amended (20 U.S.C. § 6101, *et. seq.*). 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 Grant.
- Y. Non-Supplanting Certification:** Subrecipient hereby affirms that Grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. 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 Grant.
- Z. Procurement of Recovered Material:** Subrecipient agrees to comply with Section 6002 of the *Solid Waste Disposal Act*, as amended by the *Resource Conservation and Recovery Act*. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
- AA. Program Income:** Subrecipient shall not deposit funds in an interest-bearing account without prior approval by Homeland Security. Income attributable to the Grant shall be reported to Homeland Security. Any income attributable to the Grant funds distributed under this Grant must be used to increase the scope of the program or returned to Homeland Security.
- BB. Records Retention:** Subrecipient shall retain financial records and all other documentation for a minimum of three (3) years following the close of the Grant or audit. Subrecipient will give Homeland Security and any of its representatives, access to all books, documents, papers, and records which are pertinent to this Grant.
- CC. SAFECOM:** Subrecipient agrees to comply with the SAFECOM Guidance for Emergency Communications Grants, including provisions on technical standards that ensure and enhance

interoperable communications.

DD. Technology Requirements:

- (i) FEMA requires all grantees to use the latest National Information Exchange Model (NIEM) specification and guidelines regarding the use of Extensible Markup Language (XML) for all grant awards. Further information about the required use of NIEM specifications and guidelines is available at <http://www.niem.gov>.
- (ii) FEMA requires any information technology system funded or supported by these funds comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies, if this regulation is determined to be applicable.
- (iii) Subrecipient is encouraged to align any geospatial activities with the guidance available on the FEMA website at <http://www.fema.gov/grants>.

EE. Terrorist Financing: Subrecipient agrees to comply with E.O. 13224 and U.S. law 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.

FF. USA Patriot Act of 2001: Subrecipient agrees to comply with the requirements 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.

GG. Use of DHS Seal, Logo, and Flags: Subrecipient agrees to obtain permission 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.

HH. 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.

11. General Provisions:

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

B. Applicable Law, Rules of Construction, and Venue: The construction, interpretation, and enforcement of this Grant 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 Grant as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Grant and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

C. Assignment/Grant Not Used as Collateral: Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Grant without the prior written consent of the other party. Subrecipient may not use this Grant, or any portion thereof, for collateral for any financial obligation without the prior written permission of Homeland Security.

D. Availability of Funds: Each payment obligation of Homeland Security 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 the continuance of the services performed by Subrecipient, Homeland Security may terminate this Grant at the end of the period for which the funds are available. No penalty shall accrue to Homeland Security in the event this provision is exercised, and Homeland Security shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

E. Award of Related Contracts: Homeland Security may undertake or award supplemental or successor contracts for work related to this Grant. Subrecipient shall cooperate fully with other subrecipients,

contractors and Homeland Security in all such cases.

- F. Compliance with Laws:** Subrecipient shall keep informed of and comply with all applicable federal, tribal, state and local laws and regulations in the performance of the agreement.
- G. Confidentiality of Information:** Except as required by the Wyoming Public Records Act, Wyo. Stat. § 16-4-201, *et seq.*, all documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by Subrecipient, exclusive to the performance of this Grant, shall be kept confidential by Subrecipient unless written permission is granted by Homeland Security for its release.
- H. Conflicts of Interest:** Subrecipient shall immediately notify Homeland Security of any potential or actual conflicts of interest arising during the course of Subrecipient's performance under this Grant. This Grant may be terminated in the event Homeland Security discovers an undisclosed conflict of interest. Termination of this Grant will be subject to a mutual settlement of accounts.
- I. Entirety of Grant:** This Grant, consisting of thirteen (13) pages; and Attachment One, Point-of-Contact Information Form, 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 Grant and the language of any document incorporated by reference, the language of this Grant shall control.
- J. 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.
- K. Force Majeure:** Neither party shall be liable for failure to perform under this Grant 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.
- L. Indemnification:** Each party to this Grant shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- M. Independent Contractor:** Subrecipient shall function as an independent contractor for the purposes of this Grant and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Grant, the Subrecipient shall be free from control or direction over the details of the performance of services under this Grant. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient in fulfilling the terms of this Grant and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Grant. Nothing in this Grant 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 Homeland Security or to incur any obligation of any kind on the behalf of the State of Wyoming or Homeland Security. The Subrecipient 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 Subrecipient or the Subrecipient's agents or employees as a result of this Grant.
- N. Modifying Grant:** Nothing in this Grant document, or any other guidance from Homeland Security, shall be interpreted to modify, change, or supersede pertinent state statutes and regulations, or federal grant guidance, rules, regulations, and statutes.
- O. Notices:** All notices arising out of, or from, the provisions of this Grant shall be in writing and given to the parties using the contact information provided in paragraph 2, or as subsequently updated, either by regular mail or delivery in person.
- P. Patent or Copyright Protection:** 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 Subrecipient 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 government sponsorship (including award number) to any work first produced under federal financial assistance awards.

- Q. Prior Approval:** This Grant 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 Grant has been fully executed, approved as to form by the Office of the Wyoming 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)(D).
- R. Severability:** Should any portion of this Grant be judicially determined to be illegal or unenforceable, the remainder of the Grant shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- S. Sovereign Immunity and Limitations:** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Homeland Security expressly reserve sovereign immunity by entering into this Grant and the Subrecipient does not waive 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. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the State of Wyoming and its agencies or instrumentalities to enter into certain terms and conditions supplied by the Subrecipient, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Grant, or in any attachments or documents incorporated by reference, will not be binding on the State of Wyoming except to the extent authorized by the laws and Constitution of the State of Wyoming. 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 Grant 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.
- T. Taxes:** 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.
- U. Termination of Grant Award:** This Grant may be terminated upon mutual agreement by Homeland Security and Subrecipient and subject to settlement of all accounts. Grant funding may be suspended or terminated for cause if Subrecipient fails to perform in accordance with the terms of this Grant, including: failure to make satisfactory progress, failure to follow the requirements herein, failure to submit the required reports, and false certification in any report or other document. Homeland Security will provide Subrecipient written notice of intent to impose immediate measures and will make reasonable efforts to resolve the problem informally without termination.
- V. 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 Grant shall not be construed so as to create such status. The rights, duties and obligations contained in this Grant shall operate only between the parties to this Grant, and shall inure solely to the benefit of the parties to this Grant. The provisions of this Grant are intended only to assist the parties in determining and performing their obligations under this Grant.
- W. Time is of the Essence:** Time is of the essence in all provisions of this Grant.
- X. Titles Not Controlling:** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Grant.
- Y. Waiver:** The waiver of any breach of any term or condition in this Grant shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

12. Signatures: The parties to this Grant, either personally or through their duly authorized representatives, have executed this Grant on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Grant.

The Effective Date of this Grant is the date of the signature last affixed to this page.

WYOMING OFFICE OF HOMELAND SECURITY

Guy Cameron, Director

Date

Laramie County

Mr. Troy Thompson, Chairman
Laramie County Commission

Date

Attested by: County Clerk

Date

COUNTY ATTORNEY: APPROVAL AS TO FORM




County Attorney

10/10/17

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

 #172400

Tyler M. Renner, Assistant Attorney General

9/22/17

Date

Attachments:

1. Point of Contact Information Form



2017 Emergency Management Performance Grant (EMPG)

GRANT POINT OF CONTACT INFORMATION FORM

Jurisdiction:	Laramie County
Grant Project ID:	17-GPD-LAR-EM-GCF17
Mailing Address:	3962 Archer Parkway
City, ST ZIP	Cheyenne, WY 82009

Grant Administrator	Sandra Newland
Title:	Grants Manager
Phone Number:	307-633-4201
Email:	snewland@laramiecounty.com
Gmail Address for access to WOHS Team Website*:	NewlandSandra83@gmail.com

Authorized Point of Contact (1)	Rob Cleveland
Title:	Director
Phone Number:	307-633-4333
Email:	RCleveland@laramiecounty.com
Gmail Address for access to WOHS Team Website*:	LCEMAExecutive@gmail.com

Authorized Point of Contact (2)	Jeanine West
Title:	Planning + Training Coordinator
Phone Number:	307-633-4336
Email:	Jwest@laramiecounty.com
Gmail Address for access to WOHS Team Website*:	LCemaexecutive@gmail.com

*A Gmail address is required to access this site which contains helpful links, announcements, forms and

Signature _____ Date _____
 Printed Name _____ Title _____

This form must be signed by the same signing authority required by the 2017 EMPG Grant Award Agreement. Please complete and return along with signed Grant Award Agreement to:

Ashley Paulsrud
 Wyoming Office of Homeland Security
 5500 Bishop Boulevard, Cheyenne, WY 82009
 Fax (307) 635-6017
 Or Ashley.Paulsrud@wyo.gov