

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

**Grant Award for U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA), Grant Programs Directorate, Emergency Management Performance Grant (EMPG) Fiscal Year 2019**

<b>Subrecipient:</b>	<b>Laramie County, Wyoming</b>
<b>DUNS #</b>	<b>197732709</b>
<b>Award Amount:</b>	<b>\$140,900.00</b>
<b>Local Match Amount:</b>	<b>\$140,900.00</b>
<b>Period of Performance:</b>	<b>October 1, 2018 through September 30, 2020</b>
<b>CFDA #:</b>	<b>97.042</b>
<b>DHS Grant Code:</b>	<b>EMD-2019-EP-00004-S01</b>
<b>Project ID:</b>	<b>19-EMPG-LAR-GCF19</b>

1. **Parties.** The parties to this Grant Agreement (Grant) are the **Wyoming Office of Homeland Security** (Agency), whose address is: 5500 Bishop Boulevard, Cheyenne Wyoming 82002, and Laramie County, Wyoming (Subrecipient), whose address is: 3962 Archer Parkway, Cheyenne, WY 82007.
2. **Purpose of Grant.** The purpose of this Grant is to provide federal funds to assist state, local, territorial, and tribal governments in preparing for all hazards. The FY 2019 EMPG 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. 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 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 Grant 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 2019 U.S. Department of Homeland Security, Federal Emergency Management Agency Grant Program Directorate, Emergency Management Performance Grant Program. The program is authorized by 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); 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.*).

4. **Term of Grant.** This Grant is effective when all parties have executed it (Effective Date). The period of performance of the Grant is from October 1, 2018 through September 30, 2020. All services shall be completed during this term.

This Grant 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 Grant shall not exceed one hundred forty thousand, nine hundred dollars and zero cents (\$140,900.00). 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 (Attachment B) and the Expense Claim Form (Attachment C), each of which is attached hereto and 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 Grant. Subrecipient shall submit all invoices within forty-five (45) days of the end of the period of performance of this Grant.
- B. No payment shall be made before the Effective Date of this Grant. No payment shall be made for services rendered outside the period of performance of this Grant 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 Grant, payment under this Grant 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 Grant 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.** The Agency agrees to reimburse the Subrecipient's approved air travel expenses related to the performance of this Grant. 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 Grant. 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 Grant. 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 Grant. 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, Attachment D, which is attached hereto and 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 Grant, 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 Grant. 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 FY 2019 EMPG Notice of Funding Opportunity (NOFO), incorporated herein by this reference, and the FEMA Preparedness Grants Manual, 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 Program. Subrecipient agrees that all allocations and use of funds under this Grant will be in accordance with the FY 2019 EMPG NOFO which can be found at [https://www.fema.gov/media-library-data/1555007400063-712e02822d6ec4fef35f3af5f2266eb8/FY\\_2019\\_EMPG\\_NOFO\\_FINAL2\\_508.pdf](https://www.fema.gov/media-library-data/1555007400063-712e02822d6ec4fef35f3af5f2266eb8/FY_2019_EMPG_NOFO_FINAL2_508.pdf) and the FEMA Preparedness Grants Manual which can be found at [https://www.fema.gov/media-library-data/1555010612902-389f8b3351d06d759b01df2a8a851284/FEMA\\_PreparednessGrantsManual\\_Final\\_508.pdf](https://www.fema.gov/media-library-data/1555010612902-389f8b3351d06d759b01df2a8a851284/FEMA_PreparednessGrantsManual_Final_508.pdf).

- 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. **THIRA/SPR.** Subrecipient agrees to complete a whole community Threat and Hazard Identification Risk Assessment (THIRA) or Stakeholder Preparedness Report (SPR) or both, as required, by the deadline determined by the Agency during the entire period of performance of this Grant. Failure to meet this requirement may result in the withholding of payment or future funding allocations or both.



- E. **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.
- F. **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.
- G. **Equipment.**
- (i) Subrecipient may not use this Grant 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 U.S. Department of Homeland Security 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 Grant. 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 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 the Grant.
  - (iv) If EMPG 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.

#### **H. Training.**

- (i) Training conducted using EMPG 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 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 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 Appendix of the FEMA Preparedness Grants Manual.
- (iii) Per DHS/FEMA 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 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.

- I. Exercises.** Subrecipient shall participate in and/or conduct a minimum of five (5) exercises, including at least one (1) full-scale exercise, during a one (1) year period beginning October 1, 2018 and ending September 30, 2019. Subrecipient agrees to submit an After Action Report (AAR) to the Agency following each exercise. Exercises conducted with this Grant should be managed and conducted consistent with the HSEEP. A HSEEP Fact Sheet can be found at [http://www.fema.gov/media-library-data/20130726-1914-25045-8890/hseep\\_apr13\\_.pdf](http://www.fema.gov/media-library-data/20130726-1914-25045-8890/hseep_apr13_.pdf)



- J. Emergency Operations Plan (EOP).** Subrecipient agrees to complete an Emergency Operations Plan (EOP) aligning with the requirements and guidelines of the Comprehensive Preparedness Guide (CPG) 101 Version 2.0. 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.
- K. Distribution Management Plan.** Subrecipient agrees to develop and maintain a Distribution Management Plan (DM Plan) as an annex to the EOP. Subrecipient agrees to provide the Agency with a current copy of the DM Plan no later than September 30, 2020.
- L. 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 20<sup>th</sup> 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.
- M. 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 Grant 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 Grant. 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 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 Grant; and (2) any rights of copyright to which Subrecipient purchases ownership using funds awarded under this Grant. Subrecipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Grant.
- 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 Grant, 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 Grant 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 Grant.



- 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 Grant 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 Grant may be terminated without penalty if an entity that receives funds under this Grant:
- (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 here by reference.

- T. **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, Agency may, at its discretion, terminate this Grant 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 Grant 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 Grant 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 Grant; and to observe personnel in every phase of performance of Grant 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 Grant.
- 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 Grant.
- Z. 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.
- AA. 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.
- BB. 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 Grant must be used to increase the scope of the program or returned to Agency.
- CC. 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 Grant, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.
- DD. 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 federal award, 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 here by reference in the award terms and conditions.

- EE. 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 here by reference in the award terms and conditions.
- FF. 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.
- GG. 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 here by reference.
- HH. 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.
- II. 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 will 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.
- JJ. 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.** Subrecipients 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 Grant, 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 Grant shall be incorporated by written instrument, executed by all parties to this Grant.
- C. 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.
- D. Assignment Prohibited and Grant 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 Grant without the prior written consent of the other party. The Subrecipient shall not use this Grant, 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 Grant. 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 Grant. 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 Grant, the Grant 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 Grants.** The Agency may award supplemental or successor grants for work related to this Grant or may award grants to other subrecipients for work related to this Grant. 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 Grant.
- 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 Grant 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 Grant, 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 Grant.** This Grant, consisting of nineteen (19) pages; Attachment A, Project Description, consisting of one (1) page; the current versions of the Reimbursement Request Form (Attachment B); Expense Claim Form (Attachment C); Point of Contact Form (Attachment D); the FY 2019 EMPG Notice of Funding Opportunity (NOFO); and the FEMA Preparedness Grants Manual, represent the entire and integrated Grant 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 attachment or document incorporated by reference, the language of this Grant 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 Grant shall be interpreted or deemed to create an expectation that this Grant will be extended beyond the term described herein. Any extension of this Grant 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 Grant or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Grant.
- M. 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.

- N. **Indemnification.** Each party to this Grant 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 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 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 Grant.
- P. **Notices.** All notices arising out of, or from, the provisions of this Grant shall be in writing either by regular mail or delivery in person at the addresses provided under this Grant.
- 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 Grant. 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 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 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 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.
- 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 Grant and the Subrecipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign 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 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.
- 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 Grant.** This Grant may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Grant may be terminated by the Agency immediately for cause if the Subrecipient fails to perform in accordance with the terms of this Grant.
- 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 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.
- Y. **Time is of the Essence.** Time is of the essence in all provisions of this Grant.
- Z. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Grant.

- AA. 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.
- BB. Counterparts.** This Grant 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 Grant. Delivery by the Subrecipient of an originally signed counterpart of this Grant 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 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.

**AGENCY:**

Wyoming Office of Homeland Security

\_\_\_\_\_  
Lynn Budd, Director

\_\_\_\_\_  
Date

**SUBRECIPIENT:**

Laramie County, Wyoming

\_\_\_\_\_  
Linda Heath, Chairman  
Laramie County, Wyoming Commission

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attested by: County Clerk

\_\_\_\_\_  
Date

**COUNTY ATTORNEY: APPROVAL AS TO FORM**

  
\_\_\_\_\_  
County Attorney

9/8/19  
\_\_\_\_\_  
Date

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

  
\_\_\_\_\_  
Tyler M. Renner, Assistant Attorney General

8-22-19  
\_\_\_\_\_  
Date



## 2019 Emergency Management Performance Grant (EMPG) POINT OF CONTACT INFORMATION FORM

Jurisdiction:	Laramie County
Grant Project ID:	19-EMPG-LAR-GCF19
Mailing Address:	3962 Archer Parkway
City, ST ZIP	Cheyenne, WY 82009

<b>Grant Administrator</b>	Sandra Newland
Title:	Grants Manager
Phone Number:	307-633-4201
Email:	<a href="mailto:snewland@laramiecounty.com">snewland@laramiecounty.com</a>
Gmail Address for access to WOHS Team Website*:	

<b>Authorized Point of Contact</b>	Jeanine West
Title:	Director
Phone Number:	307-633-4333
Email:	<a href="mailto:jwest@laramiecounty.com">jwest@laramiecounty.com</a>
Gmail Address for access to WOHS Team Website*:	lcemaexecutive@gmail.com

<b>Authorized Point of Contact</b>	Beth Wood
Title:	Executive Assistant
Phone Number:	307-633-4336
Email:	<a href="mailto:bwood@laramiecounty.com">bwood@laramiecounty.com</a>
Gmail Address for access to WOHS Team Website*:	lcemaexecutive@gmail.com



2019 EMPG Attachment D – Point of Contact Form

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

**Signature**

**Date**

**Printed Name**

**Title**

This form must be signed by the same signing authority required by the 2019 EMPG Grant Award Agreement. Please complete and return along with signed Grant Award Agreement to:

Amanda Creathbaum  
Wyoming Office of Homeland Security  
5500 Bishop Boulevard, Cheyenne, WY 82002  
amanda.creathbaum1@wyo.gov