

**COOPERATIVE AGREEMENT FOR THE SUB-AWARD OF THE
2024 COMMUNITY WILDFIRE DEFENSE GRANT
BETWEEN
THE STATE OF WYOMING, OFFICE OF STATE LANDS AND INVESTMENTS,
FORESTRY DIVISION
AND THE
LARAMIE COUNTY, WYOMING.
GRANT # 24-DG-11021600-070; CFDA # 10.720**

1. **Parties.** The parties to this Cooperative Agreement (Agreement) are the State of Wyoming, Office of State Lands and Investments, Forestry Division (Agency), whose address is: 5500 Bishop Boulevard, Cheyenne, WY 82002, and Laramie County, Wyoming. (Sub-recipient), whose address is: 310 W. 19th Street, Cheyenne, WY 82001
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which the Sub-recipient shall administer the USDA Forest Service Region 2, 2024 Community Wildfire Defense Grant Program sub-awarded to the Sub-recipient.
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of the Agreement is from Effective Date through September 15, 2029. All services shall be completed during this term.
4. **Payment.**
 - A. The Agency agrees to pay the Sub-recipient for the services described in Section 5 below. Total payment under this Agreement shall not exceed one hundred seventy-five thousand dollars and zero cents (\$175,000.00). Payment shall be made in accordance with Attachment A, General Process for Reimbursement through Community Protection Program Grants, which is attached and incorporated into this Agreement by this reference. Payment shall be made within forty-five (45) days after submission of the necessary documentation stated in Attachment A pursuant to Wyo. Stat. § 16-6-602. Sub-recipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement.
 - B. No payment shall be made for work performed before the Effective Date of this Agreement. Should the Sub-recipient fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Sub-recipient performs its duties and responsibilities to the satisfaction of Agency.
 - C. Except as otherwise provided in this Agreement, the Sub-recipient shall pay all costs and expenses, including travel, incurred by Sub-recipient or on its behalf in connection with Sub-recipient's performance and compliance with all of Sub-recipient's obligations under this Agreement.

5. Responsibilities of Sub-recipient. The Sub-recipient agrees to:

- A.** Receive and disburse funds from the State of Wyoming, Office of State Lands and Investments, Forestry Division, USDA Forest Service Rocky Mountain Region, 2024 Community Wildfire Defense Grant.
- B.** Act in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, as stated in Attachment D, Federal Financial Assistance Award of Domestic Grant (24-DG-11021600-070) between The State of Wyoming, Office of State Lands and Investments, Forestry Division and the USDA, Forest Service Rocky Mountain Region executed on September 18, 2024, which is attached to and incorporated into this Agreement by this reference.

The sub-recipient is responsible for complying with the requirements of 2 CFR Part 200 (as may, from time to time, be hereafter amended). The most current updates to Administrative Requirements and Cost-Principles, purchasing policies and procedures, and audit requirements may be found electronically at the following internet sites: ecfr.gov and wsfd.wyo.gov, and are incorporated herein by this reference.

- C.** Perform the following duties for the Agency:
 - (i)** Establish separate accounting records for both obligations, reimbursements and match for Grant # 24-DG-11021600-070, CFDA # 10.720 PROJECT Code "24LARAMIECWPP" for the Laramie County Community Wildfire Protection Plan, AMOUNT NOT TO EXCEED one hundred seventy-five thousand dollars and zero cents (\$175,000.00).
 - (ii)** Complete the USDA Forest Service required "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion" (form AD-1048, Certification Regarding Drug-Free Workplace Requirements" (form AD-1049) and "Certification Regarding Lobbying" as a condition precedent to this Agreement.
 - (iii)** Follow the Process of Reimbursement for dissemination of grant funds set forth in Attachment A.
 - (iv)** Follow the approved budget in the grant application, Attachment C, FY 2024 Community Wildfire Defense Grant Application, which is attached to and is incorporated into this Agreement by this reference. Any alteration shall be sent to the Agency in a modification request before proceeding with reimbursement.

- (v) Establish a regular schedule for the disbursement of funds for the project.
- (vi) Disburse funds to entities named in the Agreement upon receipt of adequate vouchers.
- (vii) Maintain records in accordance with established bookkeeping principles for general federal program files for three (3) years and all agreements/contracts for services for ten (10) years beyond the life of the grant and this Agreement. All physical and electronic records will be transferred to Agency's Headquarters in the event of termination of this Agreement.
- (viii) Include above named grant receipts and disbursements in annual Sub-recipient audit and provide a copy if the audit, electronically, to the Agency.
- (ix) Work with Agency on providing monitoring practices.
- (x) Abide by all other agreements as stated in Attachment D and to provide any requested documentation to the Agency.
- (xi) Develop all technical fuels reduction prescriptions in consultation with the Agency.
- (xii) Follow the reporting requirements required for the Community Wildfire Defense Grant program set forth in Attachment B, Fuels Program Reporting Requirements, which is attached to and incorporated into this Agreement by this reference.

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

- A. Pay Sub-recipient in accordance with Section 4 above.
- B. Provide for the impartial review of the procurement procedures used by the Sub-recipient to meet the federal minimum requirements or be more competitive than the federal minimum requirements, if applicable.
- C. Cooperate with the Sub-recipient, including, but not limited to, providing monthly and year-end financial and performance reports, as well as copies of the reimbursement vouchers to the Sub-recipient.
- D. Consult with the Sub-recipient on all technical fuels mitigation prescriptions.
- E. Ensure reimbursement requests are consistent with the Request for Reimbursement (Form WSFD-16A) and the following procedure:

- (i) Local Sub-recipient designee forwards signed and dated Request for Reimbursement form to the Fuels Program Manager – Senior Resource Forester- Fuels.
- (ii) All Request for Reimbursement forms are inspected and signed by the Agency’s District Forester (or their designee), Senior Resource Forester- Fuels, and the State Forester (or their designee).
- (iii) Requests are next sent to the Agency’s accountants in the Office of State Lands and Investments to be processed for payment.

F. Issue all general grant forms.

7. **Special Provisions.**

- A. **Assumption of Risk.** The Sub-recipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Sub-recipient’s failure to comply with state or federal requirements. The Agency shall notify the Sub-recipient of any state or federal determination of noncompliance.
- B. **Environmental Policy Acts.** Sub-recipient agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- C. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
 - (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
 - (iii) Uses forced labor in the performance of the award or subawards under the award.
- D. **Kickbacks.** Sub-recipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If Sub-recipient breaches or violates this warranty, Agency may, at its discretion, terminate this Agreement without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

- E. Limitations on Lobbying Activities.** By signing this Agreement, Sub-recipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Sub-recipient or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- F. Monitoring Activities.** Agency shall have the right to monitor all activities related to this Agreement that are performed by Sub-recipient or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of the related work.
- G. Nondiscrimination.** The Sub-recipient shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement. Federal law requires the Sub-recipient to include all relevant special provisions of this Agreement in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each subcontractor.
- H. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.
- I. 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 Sub-recipient and related to the services and work to be performed under this Agreement, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.
- J. Suspension and Debarment.** By signing this Agreement, Sub-recipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Sub-recipient agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for

payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.

- K. Administration of Federal Funds.** Sub-recipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*; Subparts A-F, which supersede OMB Circulars A-102 and/or 2 C.F.R. Part 215; the cost principles set forth in OMB Circulars A-21, A-87 or A-122 and 48 CFR Part 31; the audit requirements of OMB Circular A-133; 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.
- L. Copyright License and Patent Rights.** Sub-recipient 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 Agreement; and (2) any rights of copyright to which Sub-recipient purchases ownership using funds awarded under this Agreement. Sub-recipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- M. Federal Audit Requirements.** Sub-recipient agrees that if it expends an aggregate amount in excess of the amount set forth in 2 CFR Part 200, Subpart F in federal awards during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Sub-recipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Agreement, Sub-recipient 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.
- N. Non-Supplanting Certification.** Sub-recipient hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Sub-recipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.
- O. Program Income.** Sub-recipient shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Agency.

8. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Sub-recipient shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- D. Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Sub-recipient which are pertinent to this Agreement. The Sub-recipient 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 Sub-recipient which are pertinent to this Agreement. The Sub-recipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.
- E. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Sub-recipient 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.
- F. Award of Related Agreements.** The Agency may award supplemental or successor agreements for work related to this Agreement or may award contracts to other sub-recipients for work related to this Agreement. The Sub-recipient shall cooperate fully with other contractors and the Agency in all such cases.

- G. Certificate of Good Standing.** The Sub-recipient shall provide to the Agency a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that Sub-recipient is authorized to conduct business in the State of Wyoming, if required, before performing work under this Agreement. Sub-recipient shall ensure that annual filings and corporate taxes due and owing to the Secretary of State's office are up-to-date before signing this Agreement.
- H. Compliance with Laws.** The Sub-recipient shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- I. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Sub-recipient in the performance of this Agreement shall be kept confidential by the Sub-recipient unless written permission is granted by the Agency for its release. If and when Sub-recipient receives a request for information subject to this Agreement, Sub-recipient shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.
- J. Entirety of Agreement.** This Agreement, consisting of twelve (12) pages; Attachment A, General Process for Reimbursement through Community Protection Program Grants, consisting of two (2) pages; Attachment B, Fuels Program Reporting Requirements, consisting of three (3) pages; Attachment C, FY 2024 Community Wildfire Defense Grant Application, consisting of nine (9) pages; and Attachment D, Federal Financial Assistance Award of Domestic Grant (24-DG-11021600-070) between the State of Wyoming, Office of State Lands and Investments, Forestry Division and the USDA, Forest Service Rocky Mountain Region, executed September 18, 2024, consisting of twenty-three (23) pages, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- K. Ethics.** Sub-recipient 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 Sub-recipient's profession.
- L. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall

be effective only after it is reduced to writing and executed by all parties to the Agreement.

- M. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- N. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- O. Independent Contractor.** The Sub-recipient shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Sub-recipient shall be free from control or direction over the details of the performance of services under this Agreement. The Sub-recipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Sub-recipient in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Sub-recipient 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 Sub-recipient 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 Sub-recipient or the Sub-recipient's agents or employees as a result of this Agreement.
- P. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- Q. Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Sub-recipient in the performance of this Agreement. Upon termination of services, for any reason, Sub-recipient 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 Sub-recipient 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 Sub-recipient or its subcontractors will violate any such restriction. The Sub-recipient shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- S. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).
- T. Insurance Requirements.** Sub-recipient is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, et seq., and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, et seq., and shall provide a letter verifying its participation in the WARM or LGLP to the Agency.
- U. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- V. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Agreement and the Sub-recipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, et seq., and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. 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 agree to certain terms and conditions supplied by the Sub-recipient, 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 Agreement, or in any attachments or documents incorporated by reference, will not be binding on 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 Agreement shall not be strictly construed,

either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

- W. Taxes.** The Sub-recipient 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.
- X. Termination of Agreement.** This Agreement may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Agreement may be terminated by the Agency immediately for cause if the Sub-recipient fails to perform in accordance with the terms of this Agreement. If at any time during the performance of this Agreement, in the opinion of the Agency, the work is not progressing satisfactorily or within the terms of this Agreement, then, at the discretion of the Agency and after written notice to the Sub-recipient, the Agency may terminate this Agreement or any part of it. As of the termination date, the Sub-recipient will be entitled to a pro rata payment for all work accomplished and accepted by the Agency; however, the Sub-recipient shall be liable to the Agency for the entire cost of replacement services for the duration of the Agreement term.
- Y. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- Z. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- AA. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- BB. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- CC. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Sub-recipient of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

AGENCY:

State of Wyoming, Office of State Lands and Investments, Forestry Division

Kelly Norris, State Forester

Date

SUB-RECIPIENT:


Laramie County, Wyoming.

Brian Lovett, Laramie County Commissioner Chair

Date

SUB-RECIPIENT:

Laramie County, Wyoming.



Mark Voss, Laramie County Attorney

2-1-25

Date

SUB-RECIPIENT:

Laramie County, Wyoming.

Debra Lee, Laramie County Clerk

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

 #244853

Tyler M. Renner, Supervising Attorney General

01-22-2025

Date

Cooperative Agreement for the Sub-award of the 2024 Community Wildfire Defense Grant between the State of Wyoming, Office of State Lands and Investments, Forestry Division, and Laramie County, Wyoming.

Attachment A

General Process for Reimbursement through Community Protection Program Grants:

Fuels Mitigation Coordinator Reimbursement:

- 1) Fuels Mitigation Coordinators will keep and submit hourly time to sub-recipient paying their salary per their contract agreement.
- 2) At least once a month, Fuels Mitigation Coordinators must keep a time and effort report.
 - a. Time and effort reports will be broken down by hour and summarize activities completed.
 - b. Time and effort reports must indicate if Coordinator worked on a separate grant that will reimburse for their salary within the report period.
 - c. Time and effort reports must be signed and dated by Coordinator.
- 3) Fuels Mitigation Coordinators will submit receipts for necessary purchases for the program to the local program administration for immediate reimbursements.
- 4) Fuels Mitigation Coordinator's Privately Owned Vehicle (POV) and over-night travel:
 - a. Fuels Mitigation Coordinators are entitled to POV mileage and travel per diem reimbursement, per their contract agreement.
 - b. Coordinators must keep tract of POV mileage and travel to submit to their agency for immediate reimbursement.
- 5) Sub-recipient will keep copies of signed and dated vouchers as proof of payment for reimbursements to the Fuels Mitigation Coordinator(s).

Sub-recipient Agency Reimbursement:

- 1) Sub-recipients may use grant funding for administration of the grant program for time and incidental supplies.
 - a. Sub-recipient may keep hourly time for any employee personnel and reimburse their hourly wage and fringe benefits from the grant program.
 - b. At least once a month, individual personnel must keep a time and effort report.
 - i. Time and effort reports will be broken down by hour and summarize activities completed.
 - ii. Time and effort reports must indicate if personnel worked on a separate grant that will reimburse for their salary within the report period.
 - iii. Time and effort reports must be signed and dated by individual personnel completing the work.
 - c. A voucher must be generated for payment of hourly time.
 - d. Sub-recipient may purchase incidental supplies for administration of the grant program.
 - e. A copy of the voucher or receipt must be kept for reimbursement to the sub-recipient.
- 2) Fuels Mitigation Coordinator or sub-recipient will generate a Request for Reimbursement (form WSFD-16).
 - a. Can be done monthly or quarterly.
 - b. Forms must be completely filled out with all information and signed.

Attachment A

- c. "Current Request" value is the expenditures by the sub-recipient during the request period.
- 3) Request for Reimbursement must include physical copies of the following information (if pertinent to the request period):
- a. Most recent Request for Reimbursement form, WSFD-16, for respective grant (Western States or Community Assistance);
 - b. Fuels Mitigation Coordinators salary/timesheet(s) for the request period;
 - c. Fuels Mitigation Coordinators mileage log and receipts if being reimbursed for a POV or any travel;
 - d. Copies of receipts for other items reimbursed to the Fuels Mitigation Coordinator;
 - e. A voucher for each item reimbursed to the Coordinator from the sub-recipient (signed and dated);
 - f. Any other Sub-recipient timesheet(s) for the request period (if requiring funds for reimbursement);
 - g. A voucher for each item reimbursed (i.e. WSFD 15b and Coordinator receipts) by the sub-recipient (signed and dated);
 - h. Copies of receipt(s) for items purchased by the sub-recipient (if requiring funds for reimbursement);
 - i. Copies of receipt(s) or invoice(s) from contractor, or otherwise, for completed project work, must include the following information:
 - i. Project name – description of project area (landowners name, address, etc.)
 - ii. Reference to bid number or contract, if applicable
 - iii. Dates the work occurred and date project was completed
 - iv. Total hours billed, by project or treatment within contract, if applicable
 - v. Scope of the work (must include acres of treated land) – what was completed by the contractor
 - vi. Amount billed to the sub-recipient
 - vii. Proof of payment that the sub-recipient has paid for service – statement of check number or paid in cash is acceptable.
 - viii. Receipt is signed and dated by the contractor and sub-recipient
 - j. Only Items that were reimbursed by the sub-recipient during the request period need to be included with the Current Request amount.
- 4) Request for Reimbursement are then sent to local Wyoming State Forestry Division Designee for initial approval.
- 5) After local Wyoming state Forestry Division initial approval, Request for Reimbursement are sent to WSFD Head Quarters office for approval by Fuels Program Manager and the State Forester or Designee.

ATTACHMENT B



Fuels Program Reporting Requirements

Wyoming State Forestry Division

Inspection Reports

Fuels Mitigation Project Inspection Reports are to be completed after all interim or final inspections of fuels mitigation projects. This includes all cost-share projects, community assistance funding projects on adjacent lands, and any fuels reduction projects on state trust lands.

Inspection Reports must be supplied with reimbursement packet information for landowner (WSFD – 15B) and sub-recipient Request for Reimbursement (WSFD – 16).

Annual Reporting of Actual Accomplishments and Planned Activities

For every open grant (under agreement) a spreadsheet report on actual accomplishments and/or planned activities will be submitted to Wyoming State Forestry Division (WSFD), Fuels Program Manager. This spreadsheet will be made available to the sub-recipient either by email or web-based location every September (Annually). This report will require the sub-recipient to fill in numbers based on the actual accomplishments of the previous year (October 1 to September 30), and planned activities for the upcoming year for every open grant under agreement. The numbers to report will include the following, but are subject to change:

- Total money spent to administer the program
- Total number of fire mitigation plans, risk assessments or equivalent completed/total money reimbursed, total number of communities directly assisted
- Total number of prevention or education programs conducted or implemented (e.g. schools, civic, open houses, mass mailing, teacher packets), total money expended, total number of communities directly or indirectly assisted
- Total number of fuels reduction or fire mitigation projects conducted, total money expended for these projects, total number of communities directly or indirectly assisted
- Total number of acres treated to reduce hazardous fuels (direct federal grant dollars only)
- Total number of acres treated to reduce hazardous fuels (leveraged through federal funding)
- Total number of acres treated by mechanical means with by-products utilized
- Total number of communities assisted not previously accounted for
- Total number of Communities At Risk (CAR) in county
- Total number of CAR covered by CWPP or equivalent

ATTACHMENT B

- CAR at reduced risk
- Number of other communities at reduced risk

SF-PPR, Year End Reporting

Western State Wildland Urban Interface – National Fire Plan Grant

SF-PPRs will be completed on an annual basis every year and submitted no later than 30 days past the final day of the reporting period, usually 12/31 of that year for all open and future funded projects. SF-PPRs must include accomplishments for the reporting period, and should include, but are not limited to the following:

- If goals for the year were not met, please indicate why, or what helped to allow for more work to be accomplished than was planned for.
- Physical photographs of the work done on projects, both before and after photos from the same spots are preferred.
- Provide a recap on the money spent and remaining balance of the grant amount.
- Provide the total number of acres treated by type of treatment (defensible space, fuel treatment, or fuel break). This can include the number of piles burned.
- Provide an overview of any education and outreach opportunities you conducted over the past year (publications/article/multi-media contacts/press releases created, mailed, published, distributed, any workshops held in your area). Please provide an estimated number of people reached through these materials and opportunities.
- Project integration; other projects in the area (federal or non-federal) that assist in/complimented accomplishing treatments on a landscape scale.
- Any additional special projects or opportunities that should be highlighted with the success of the grant.
- Goals to be completed over the next year.

Community Assistance Funding on Adjacent Lands – Community Protection Program Grant

SR-PPRs will be due yearly and due no later than 30 days past the final day of reporting the reporting period, usually 12/31 of that year for all open and future funded projects. SF-PPRs must include accomplishments for the reporting period, goals for the coming period and reasons why goals for the previous period were not met. Reports should include the information outlined above under “Western State Wildland Urban Interface – National Fire Plan Grant” (see above). Additionally, these projects require annual updates for the FACTS reporting system. This includes submitting Meta data and updated shapefiles to the local forest units by the WSFD, Fuels Program Manager. All data will need to be verified by the county and/or district staff when requested by the WSFD, Fuels Program Manager.

Community Wildfire Defense Grant

SF-PPRs will be due yearly and due no later than 30 days past the final day of reporting the reporting period, usually 12/31 of that year for all open and future funded projects. SF-PPRs must include accomplishments for the reporting period, goals for the coming period and reasons why goals for the previous period were not met. Reports should include the information outlined above under “Western State Wildland Urban Interface – National Fire Plan Grant” (see above).

ATTACHMENT B

GIS Mapping Reporting

All federally or state funded fuels projects will be associated with collected spatial data. Cost-share defensible space must have a latitude and longitude point collected at the location of the treatment. This point should be acquired using a GPS while on site. Latitude and Longitude should be collected in decimal degrees with 6 places past the decimal point (ex: 42.908713). Cost-share area treatments such as fuel breaks and fuel treatments must have a polygon shapefile before and after the treatment. After the treatment mapping needs to be collected if there are significant differences in the final treatment area (greater than 0.5 an acre). All community assistance funding on adjacent lands projects must have a polygon shapefile before and after the treatment. After the treatment mapping needs to be collected if there are significant differences in the final treatment area (greater than 0.5 an acre).

All shapefile polygons should be collected using a GPS while on site. Collecting geospatial information means you should always try to collect the most precise and accurate information possible. Be aware of your geographic projection system and units at all times.

All geospatial information collected will be due to the Fuels Program Manager no later than 12/31 of that year, every year. Only report project locations that are completed during the reporting period.

Close-out Reporting

All completed federal grant projects require a “close-out” report detailing accomplishments of the funding. Close –out reports are due at the time of either the final request for reimbursement or expiration of the funding. Reports should be as detailed as possible and include but not limited to:

- Physical photographs of the work done on projects.
- Provide a recap on the money spent and remaining balance of the grant amount.
- Provide the total number of acres treated by type of treatment (defensible space, fuel treatment, or fuel break). This can include the number of piles burned.
- Provide an overview of any education and outreach opportunities you conducted over the life of the grant (publications/article/multi-media contacts/press releases created, mailed, published, distributed, any workshops held in your area). Please provide an estimated number of people reached through these materials and opportunities.
- Project integration; other projects in the area (federal or non-federal) that assist in/complimented accomplishing treatments on a landscape scale.
- Any additional special projects or opportunities that should be highlighted with the success of the grant.

0	Admin Section	

1	Proposal Cooperator [WY]					
	Cooperator Organization:	Laramie County				
	Contact Person:	Matthew Butler				
	Address:	309 W. 20th Street				
	City:	Cheyenne	State:	WY	ZIP Code:	82001
	Phone:	307-633-4335	Email:	matthew.butler@laramiecountywy.gov		

1	Applicant Information [WY]					
	Applicant:	Wyoming State Forestry Division				
	Contact Person:	John Crisp				
	Address:	5500 Bishop BLVD				
	City:	Cheyenne	State:	WY	ZIP Code:	82009
	Phone (work/cell):	307-777-6680	Fax:	N/A		
	Email:	john.crisp@wyo.gov				
	Federal Tax Id:	83-0208667	UEI:	137462940000		

2	UEI # and Sams.gov Expiration Date	
	Laramie County just updated their sam.gov registration. We are now active until 10/12/24 and our UEI # is E9DLJC1HGNQ8.	

3	Project Information	
	Name of the Project:	Laramie County, WY Update and Expansion for Community Wildfire Protection Plan
	Community Name(s):	Laramie County
	Counties:	Laramie County
	Congressional District:	At Large

GIS Coordinates	
Ref. Point Name:	Curt Gowdy
Lat/Long:	41.1812, -105.23181
Description:	Curt Gowdy State park, reference point for the Western boundary of Laramie County/CWPP plan area
Ref. Point Name:	Pine Bluffs WY
Lat/Long:	41.17895, -104.06503
Description:	Pine Bluffs WY, reference point for Eastern boundary for expanded Laramie County/CWPP planning area.
Area Name:	CWPP Plan Area West
Boundary Lat/Longs:	41.65644, -105.27806; 41.65287, -104.65337; 41.56496, -104.65311; 40.99824, -105.27715
Description:	Lats/Longs represent the "corners" of Laramie County on the western side
Area Name:	CWPP Plan Area East
Boundary Lat/Longs:	41.56496, -104.65311; 41.56429, -105.0526; 41.00168, -104.05324
Description:	Lats/Longs represent the "corners" of Laramie County on the eastern side

Brief Project Overview and Purpose	
4	<p>Laramie County is seeking CWDG funding to update and expand the current CWPP by way of hiring a professional contractor. Currently, Laramie County has a CWPP that was formally adopted in 2016 for the western third of Laramie County, which includes Laramie County Fire District #10 response area and a portion of Laramie County Fire Authority (formally Laramie County Fire District #2 and #8) response areas. An administrative update was done in 2022 to reflect the consolidation of Laramie County Fire District #2 and #8. It is the desire of Laramie County to 1) Update the original project area to reflect the accomplishments and to capture the recommendations for any new residential areas formed since the original CWPP was created and 2) Expand the CWPP to encompass the entire County. An updated and expanded CWPP is a means of bringing local solutions to wildland fire management thus empowering local communities to have stake in the mitigation process, protecting their land and property from potentially devastating wildland fire occurrences. The goal of this project is to provide these local communities and easy to follow, attainable and practical guide to protecting themselves, as a community.</p>

Grant Component Type	
5	Creating or Updating a Community Wildfire Protection Plan (CWPP) that is more than five (5) years old.

Is your community considered "at-risk"	
6	<p>Yes. Laramie County, WY, is considered at risk. It has a higher Wildfire Risk to Homes than 71% of counties in the nation. (Source: Wildfire Risk to Communities. Scott JH, Gilbertson-Day JW, Moran C, Dillon GK, Short KC, & Vogler KC. (2020). Wildfire Risk to Communities: Spatial datasets of landscape-wide wildfire risk components for the United States. Fort Collins, CO: Forest Service Research Data Archive. Updated 25 November 2020. As reported by the CWDG Data Tool, https://wildfirerisk.org/cwdg-tool/56021)</p> <p>Yes. According to the Wyoming Wildfire Risk Assessment Portal (WYWRAP) a large area surrounding the state capital, Cheyenne, is designated as "Highest" risk of Wildfire Threat/Risk. Most of the southwest quarter of Laramie county is designated as "High" or Highest" risk of Wildfire Threat/Risk, as well as other areas scattered across the county. https://wywrap.wyo.gov/app.html</p> <p>Found within Laramie County are the communities of Harriman, Pine Bluffs, Pine Grove Estates, Remount Ranch, and Curt Gowdy State Park all of which can be found in the Federal Register notice entitled "Wildland Urban Interface Communities Within the Vicinity of Federal Lands That Are at High Risk From Wildland Fire". This notice was issued by the Secretary of Agriculture and the Secretary of the Interior in accordance with title IV of the Department of the Interior and Related Agencies Appropriations Act, 2001 (114 Stat.1009)(66 Fed. Reg. 753, January 4, 2001) https://www.federalregister.gov/documents/2001/01/04/01-52/urban-wildland-interface-communities-within-the-vicinity-of-federal-lands-that-are-at-high-risk-from</p>

Roofing Code/Ordinance	
7	No.

Grant Waiver	
8	No.

Project Description

Currently the Laramie County CWPP outlines 299,327 acres on the western edge of Laramie County with 1,420,673 acres outside

of the current CWPP project area that we want to incorporate within this project. The Laramie County Fire Warden Office, Laramie

County Firewise Coordinator and the CWPP planning team (mimicked from the previous team: Emergency Management, Sheriff

s Department, Local Fire Chiefs, Laramie County Planning and Development Office, Cheyenne Board of Public Utilities, Wyoming

State Forestry and Local Community HOAs) plan to build upon the previous efforts in public education and prevention for mitigation to protect against wildland fires. The newly proposed CWPP project area will identify larger landscape mitigation projects that potentially lend itself to cross-governmental collaboration. Within the current CWPP specific hazards have been identified with recommendations per subdivision in mitigation efforts, the desire for the revised CWPP will be to take more of a geographic approach rather than per subdivision as much of Laramie Counties landscape is similar between subdivisions. The goal is to recognize the needs for each geographic area and to then recommend the corrective mitigation actions necessary to protect Laramie County from wildland fires. The most effective means of initiating local action is through community education, public outreach, and obtainable mitigation projects. Public activities have taken place in varying levels across Laramie County and

most local residents are aware of the inherent fire risk in the area. However, as more people move to the area, it is necessary to maintain and improve the community knowledge of the basic principles behind wildland fire, actions they can implement to increase their personal safety and that of their home as well as potential funding opportunities. Through education, public outreach, and obtainable mitigation projects homeowners are empowered to take action on their own properties, and coordinate efforts with their neighbors to maximize the efficiency of individual projects. The current Laramie County CWPP has specific action

items concerning Firewise activities which we hope to broadcast across the entire county. While some of the action items have begun to take place and are implemented there are still many that through this updated and expanded plan we have the opportunity to complete. Over the course of recent years a new program design has been created to allow for a community wide approach in wildfire mitigation awareness and discussions around forming a Firewise working group amongst the local county fire

9 chiefs has taken place. This approach allows more stakeholder involvement within the program. In coordination with the Forest Action Plan and the CWPP, we will work to identify goals and objectives outlined within each plan to educate and guide property owners and stakeholders on the importance of fire mitigation. By promoting prevention, awareness and mitigation against wildland

fires, it is the goal of Laramie County to make the whole community more prepared for a wildland fire. By accomplishing these action items we will be able to better equip the at-risk communities as well as any other areas of concern throughout the CWPP project area.

The revision of the Laramie County CWPP will address the goals and objectives of the 2020 Wyoming Forest Action Plan (FAP) and the National Cohesive Wildland Fire Management Strategy (NCWFMS). By incorporating the remaining portion of Laramie County (an additional 1,420,673 acres) not included in the original CWPP the new document will be able to address the conditions

on the landscape at a county wide level and needed actions for areas at risk, future management/mitigation efforts, fire suppression activities/tactics, and emergency response to capture the entire area, instead of only a portion of the county as before.

Under the NCWFMS the revised CWPP will help achieve Resilient Landscapes by quantifying and mapping areas with high fuel concentrations, as well as other areas of concern while providing recommended actions to mitigate them and restore a safer, fire

resilient landscape. It will also identify areas where cross boundary project work can take place to tie mitigation efforts together among adjacent communities and on private, state, county, and federal lands/projects. Mapping areas with poor access or poor ingress/egress, dangerous fuels, or other hazards will help provide a safer and more efficient and effective wildfire response for all agencies within Laramie County. The Wyoming FAP highlights Laramie County as an area that experiences higher wildfire occurrence density per square mile than other portions of the state (p.41-42, map p.45). The FAP also highlights Laramie County

as "an area developed or likely to develop risk" (p.26, map p.27) stating that significant housing development is expected over the

next 30 years. Work in areas of risk in advance of the probable development will be important to help reduce wildfire risk of those

areas in the future. The revision of the CWPP will help provide the framework necessary to begin reducing these risks and help achieve the desired outcome of the FAP. Fuels mitigation project areas identified in the CWPP revision will work to restore the landscape to a healthier and more resilient state which is also a goal of the FAP. By incorporating the considerations discussed above into the revision of the CWPP the document will become a living document that will help facilitate the goals and objectives of both the FAP and NCWFMS while adapting to changing conditions in the future.

Applicant Budget [WY]					
	Grant	Match		TOTAL	
	Funds Requested	Applicant	Non-Federal Contributors	Total Project Cost	
10	Personnel / Labor:				
	Fringe Benefits:				
	Travel:		\$1,054	\$1,054	
	Equipment:				
	Supplies:		\$500	\$500	
	Contractual:	\$175,000		\$175,000	
	Other:		\$16,000	\$16,000	
	Indirect Costs:				
	TOTAL:	\$175,000		\$17,554	\$192,554

Project Budget Explanation	
11	Wyoming State Forestry Division (WSFD) is not requesting any funds for administrative costs associated with this project. The entire requested amount of \$175,000 will be passed through to Laramie County and budget details are described below. Since WSFD is not requesting any funds and the entire request is pass through, there are no associated Indirect Costs.
	Contractual - \$175,000 is being requested for a professional contractor to prepare and write an updated and expanded CWPP for Laramie County, WY.
	Travel - Estimated Mileage Breakdown: Laramie County is planning on three meetings for each of the populated areas of the county, 1) Kick Off Meeting 2) Planning Meeting 3) Final Meeting/Presentation. Mileage will be calculated based off the Federally approved rate as of 7/1/22 of 62.5c/mile.
	Cheyenne to Albin - 100 miles round trip, 3 trips = 300 total miles
	Cheyenne to Pine Bluffs - 84 miles round trip, 3 trips = 252 total miles
	Cheyenne to Burns - 58.2 miles round trip, 3 trips = 174.6 total miles
	Cheyenne to Hillsdale - 46.8 miles roundtrip, 3 trips = 140.4 total miles
	Cheyenne to Carpenter - 68.6 miles round trip, 3 trips = 205.8 total miles
	Cheyenne to Horsecreek - 66.4 miles round trip, 3 trips = 199.2 total miles
	Cheyenne to Curt Gowdy - 47.6 miles round trip, 3 trips = 142.8 total miles
Cheyenne To Harriman - 57 miles round trip, 3 trips = 171 total miles	
Cheyenne Area(Local Fire stations) - Estimating 100 total miles	
Total Miles: 1685.8 x .625 = \$1053.625	
Travel: \$1054.00	
Supplies - Office supplies will be matching funds due to printing costs and binders for the planning team and the local jurisdictions	
Supplies: \$500.00	
Other - Fire Warden Budget \$5,000 - Cash Match	
EMA/Laramie County Fire Chiefs 5th Penny Funds/General Funds \$10,000 - Cash Match	
RFP advertisements for the contract \$1,000 - Cash Match	

Accomplishments

Utilizing the schedule formulated from the original CWPP accomplishments can be measured by setting objectives based on key steps/components of creating and updating the newly proposed CWPP. Example timeline as follows:

1. Convene Decision Makers Within the first month of award
2. Convene Federal Agencies Within first month of award
3. Engage Interested Parties Month 2 through Completion
4. Establishment of Community Base map(s) Within first 3 weeks of award
5. Development of Community Risk Assessment Within first 1.5 month of award
6. Establishment of Community Priorities and Recommendations month 2-3 of award
7. Development of Action Plan and Assessment Strategy Month 2-3 of award
8. Review of CWPP Draft Month 4-5 of award
9. Reconvene planning team for additional comments or concerns Month 4-6 of award
10. Finalize CWPP Month 6 of award
11. Local Adoption Month 7 of award

To expand on this timeline certain deliverables can be expected to include, but not limited to:

The consultant shall meet with the Planning Team on a biweekly basis for the first two months of the project and on a monthly basis thereafter.

The consultant shall deliver a plan that is consistent with the Healthy Forest Restoration Act of 2003.

Create a Risk Hazards Value (RHV) map of the planned area.

- 1 Identify and define any limitations, risk, threats, hazards or obstructions for the infrastructure for both an evacuation and emergency response perspective.

- 2 Identify and map fire suppression water supply capabilities. Specify if identified water source is year round usage, its volume, and the calculated distance from the subdivision.

Provide a community-level CWPP threat template worksheet, (something like (Fire Wise Check List)) with a recommended process for developing local, community-level CWPPs for use by the subdivisions, neighborhoods, emergency services / fire districts.

Recommend alternative practices and specifications for wildland fuel mitigation, home ignition zone threat mitigation, and defensible space protection for the subdivisions.

Recommend priorities for neighborhood level CWPPs based on analyses of the risk areas and wildfire threats.

Identify the specific number of structures in each subdivision exceeding 3,500 square feet. Conduct a structure fire risk assessment.

Identify and analyze structure ignitability and recommend specific threat treatments.

Make an analysis of local jurisdictions codes, ordinances and restrictions with recommended alternatives to improve wildfire readiness.

Make an analysis of existing inter-jurisdictional collaborations with recommendations for changes to improve wildfire readiness.

Develop an outreach plan to help market and implement the county-specified CWPP for the specified areas.

Collaboration

Laramie County has a strong collaborative and networking community. The Laramie County Fire Warden will strive to mimic the previous planning team and expand when necessary. The previous planning team included individual from:

Laramie County Fire Warden - Leads the CWPP revision planning committee. Assists in the process to hire a consultant.

Emergency Management -Subject matter expert for Laramie County Hazard Mitigation Plan. Planning Team Committee member, assists with the process to hire a consultant.

Sherriff's Department - Assists with planning team as well as SME on evacuation procedures.

Local Fire Chiefs - Participates in planning with planning team process.

Laramie County Planning and Development Office - Assists with incorporating Codes and Regulations Laramie County has in place.

1 Cheyenne Board of Public Utilities - SME on water sources and affects of wildland fire on those sources.

3 Wyoming State Forestry Division - Participation in planning process, grant oversight and administration, final approval of document.

Private Landowners and Stakeholders(EX. HOA's) - Participates in CWPP revision planning committee and serves as liaisons for their communities.

GIS departments with the City of Cheyenne and Laramie County governments - Provides technical support to consultant.

Federal Landowners(i.e. BLM) - participation in planning process.

Expanding on this collaborative effort it is the goal of the Laramie County Fire Warden to include the critical infrastructure partners

as appropriate, Laramie County School District 1 and 2, Dyno Nobel, Microsoft, Holly Energy Partners, Energy Farms (Solar and Wind) and any others that may have valuable input. All of the above-mentioned groups provide intimate knowledge of their properties and area that will be able to aid in the formation of the CWPP. This will also allow for better collaboration from the whole community when CWPP actions or projects are being implemented.

Landscape Impacts

The Current CWPP area is bounded on the south by the Colorado and Wyoming border, on the west by the Albany and Laramie County line, on the east by State Highway 222 and County Road 120 (Roundtop Road and Telephone Road), and on the north by a line from the intersection of County Roads 120 and 228 west to the Laramie County Fire Authority fire station at Horse Creek and then west to the County line (CWPP Area Map, Appendix A). The existing plan area includes all of Laramie County Fire District #10 and the western most portion of Laramie County Fire Authority, totaling 299,327 acres. There are thirty-four recognized subdivisions, a school, several churches, a church retreat, an agricultural research station, a business park, a county landfill, a wind generator farm, Curt Gowdy State Park with three municipal water reservoirs, and numerous individual residences and privately owned ranches in the current plan area. Two major railroad lines cross the area, one parallel to Interstate 80 from east to west across the southern portion of the area and the other running from the southeast corner to the northwest corner roughly parallel to State Highway 211. The vegetation in the plan area ranges from short-grass prairie dominated by blue gramma, buffalo grass, and western wheatgrass with riparian willow and cottonwood on the east through mountain shrub/grass communities to ponderosa pine forestland on the western portions. Aspen, narrowleaf cottonwoods, and willows are present in the riparian areas at the higher elevations. Topography rises from rolling prairie at an elevation of 6420 feet on the east through rocky bluffs and foothills to low mountains at elevations of 7750 feet on the west. To expand this current plan to encompass the entire county the boundaries would be the Laramie County, county lines. To the north Laramie County borders both Goshen County and Platte County in Wyoming, to the east Laramie County borders Kimball County and Banner County of Nebraska, to the south Laramie County borders Larimer County and Weld County of Colorado and to the west Laramie County borders Albany County of Wyoming. This newly proposed study area encompasses the most populated areas of Laramie County: Albin, Burns, Carpenter, Cheyenne, Hillsdale and Pine Bluffs, as well as numerous subdivisions and many critical infrastructure facilities. All of the mentioned communities would be specifically addressed in the expanded CWPP. While Laramie County borders multiple different counties from different states it is important to note that relationships with these bordering counties has been established and maintained for many years now. The county fire districts that border these other counties have built rapport with the neighboring fire entities and these relationships can help promote the CWPP findings across jurisdictional lines without major disruption.

1
4

Project Sustainability

Environmental: Through this updated and revised CWPP fuels will be mitigated by identifying and teaching landowners/public about defensible spaces around properties. As landowners and the public learn the basics of wildfire prevention and mitigation, wildfire occurrences should decrease.

Education: The Laramie County Fire Warden and Firewise Coordinator will participate in workshops, seminars, and community meetings to help landowners/public develop the necessary knowledge to adapt their properties to be Firewise, through defensible space and other action items described within Laramie Counties CWPP.

Commitment: The Laramie County Fire Warden and Firewise Coordinator commit to maintaining an educational aspect to Laramie Countys Firewise program.

Monitoring: After completion of the CWPP, quarterly monitoring will take place to make sure that communities are being visited and educated by way of the Firewise Working group mentioned earlier in the application. With numerous subdivisions, population centers, and major critical infrastructure facilities identified in Laramie Counties CWPP it will be imperative that the Laramie County Fire Warden, Laramie County Firewise Coordinator and the Firewise working group maintain an activity log ensuring that all reasonable efforts are made to reach and connect with the communities identified and any new communities that have been developed or will be developed through the grant award period.

Sustainability of the CWPP: The goal to sustain the plan itself is of major significance. Coordinating with the core planning team on an annual basis will be of top priority. By doing so, it ensures that updates to the plan are captured as progress is made in incorporating the CWPP recommendations. These meetings will also serve as a review period for the CWPP. In subsequent years this plan will be formally updated every 5 years, the annual meetings will allow for the updating to come a relative low cost to the County.

1
5

Does this project benefit a low-income community?

Yes. Fox Farm-College, WY, meets the "low income" criteria. It has a median household income of \$47,928. In order to qualify in Wyoming, locations must have a median household income less than \$55,217, which is 80% of the national median household income. (Source: U.S. Census Bureau. (2021). American Community Survey. Washington, DC. As reported by the CWDG Data Tool, <https://wildfirerisk.org/cwdg-tool/5600029300>)

1
6 Yes. South Greeley, WY, meets the "low income" criteria. It has a median household income of \$49,278. In order to qualify in Wyoming, locations must have a median household income less than \$55,217, which is 80% of the national median household income. (Source: U.S. Census Bureau. (2021). American Community Survey. Washington, DC. As reported by the CWDG Data Tool, <https://wildfirerisk.org/cwdg-tool/5600071800>)

Yes. Burns, WY, meets the "low income" criteria. It has a median household income of \$43,594. In order to qualify in Wyoming, locations must have a median household income less than \$55,217, which is 80% of the national median household income. (Source: U.S. Census Bureau. (2021). American Community Survey. Washington, DC. As reported by the CWDG Data Tool, <https://wildfirerisk.org/cwdg-tool/5600011265>)

Has this community been impacted by a severe disaster?

1
7 Yes. The United States Department of Agriculture (USDA) designated Laramie County, Wyoming as a Primary Natural Disaster Area in February 2023 with the triggering disaster listed as Drought. According to the U.S. Drought Monitor Laramie County along with neighboring Albany, Goshen, and Platte counties in Wyoming suffered from a drought intensity value of D2-Severe Drought in 2022 with special designation L for having long-term impacts. This drought pattern extends into neighboring border states of Colorado, Nebraska, South Dakota and Montana. According to data from the Water Resources Data System & State Climate Office for greater than two decades the majority of Wyoming has been affected by moderate to severe drought and this pattern of extended drought conditions will have effects for years to come. The United States Environmental Protection Agency (EPA) published the paper What Climate Change Means for Wyoming which noted that drought will increase the frequency, severity, and extent of wildfires in the state which will harm property, forests, livelihoods, and even human health. Recent droughts have dried out soils and killed many trees which has enabled forest insect outbreaks, thus increasing the risk of forest fires. The study Wildland Fire In Wyoming: Patterns, Influences, and Effects by D. Scasta notes that wildfire patterns in Wyoming over the last decade have escalated due to fluctuations in precipitation with warming trends and drought predicted to increase which will lead to larger wildfires and longer wildfire seasons, with the greatest increase in the mid-elevation forests of the northern Rocky Mountains.

https://www.fsa.usda.gov/news-room/emergency-designations/2022/ed_2022_0719_rel_0106

<https://droughtmonitor.unl.edu/>

<http://www.wrds.uwyo.edu/drought/drought.html#:~:text=Wyoming%20is%20the%205th%20driest,varying%20levels%20of%20drought%20impacts.>

<chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://19january2017snapshot.epa.gov/sites/production/files/2016-09/documents/climate-change-wy.pdf>

<chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.wyoextension.org/agpubs/pubs/B-1271.pdf>

Does the project location have wildfire hazard potential?

1
8 Yes. Laramie County, WY, meets the "wildfire hazard potential" criteria and has a higher wildfire risk to homes than 71% of counties in the nation. (Source: Wildfire Risk to Communities. Scott JH, Gilbertson-Day JW, Moran C, Dillon GK, Short KC, & Vogler KC. (2020). Wildfire Risk to Communities: Spatial datasets of landscape-wide wildfire risk components for the United States. Fort Collins, CO: Forest Service Research Data Archive. Updated 25 November 2020. As reported by the CWDG Data Tool, <https://wildfirerisk.org/cwdg-tool/56021>)

Yes. Laramie County has many pockets of "Highest" risk associated more towards the populated areas of the county to include our towns of Burns, Pine Bluffs, Albin and Cheyenne as well as our unincorporated towns of Carpenter and Hillsdale. Laramie County also has pockets of "Highest" risk along Interstate 80. The Southwest quarter of Laramie County has also has a mixture of "Medium", "High" and "Highest" risk. <https://wywrap.wyo.gov/app.html>

According to riskfactor.com Laramie County is rated at a Extreme Fire Risk Factor with 98% of properties within the county represented as "at-risk". https://riskfactor.com/county/laramie-county/56021_fsid/fire

ATTACHMENT D

FEDERAL FINANCIAL ASSISTANCE
AWARD OF DOMESTIC GRANT 24-DG-11021600-070
Between The
STATE OF WYOMING OFFICE OF STATELANDS
And The
USDA, FOREST SERVICE
ROCKY MOUNTAIN REGION
SAFETY, FIRE, FUELS, AND AVIATION MANAGEMENT

Program Title: Community Wildfire Protection Plans For Underserved Communities

Upon execution of this document, an award to State of Wyoming Office of State Lands, hereinafter referred to as "WSFD," in the amount of \$659,500.00, is made under the authority of Infrastructure Investment & Jobs Act, PL 117-58, Section 40803 (c)(12) and (f). The Federal Assistance Listing (formerly Catalog of Federal Domestic Assistance - CFDA) number and name are 10.720, Community Wildfire Defense Grant Program. WSFD accepts this award for the purpose described in the application narrative. Your application for Federal financial assistance, dated 9/5/2024, and the attached Forest Service provisions, 'Forest Service Award Provisions,' are incorporated into this letter and made a part of this award.

The amount of non-federal match required varies based on whether the project is for creation of a Community Wildfire Protection Plan (CWPP) or if the project is for work covered within a CWPP that is less than 10 years old. Projects that create a develop a CWPP plan require 10% cost share match of the total project cost. This match has been waived under the provision of Public Law 117-58 (Infrastructure Investment & Jobs Act) and based on assurance from the Cooperator that 100% of the work and funding will benefit disadvantaged communities.

The Cooperator has agreed to provide \$30,780.00 in match for this award.

Under the Infrastructure Investment & Jobs Act (IIJA), CWDG program performance reports are to be submitted annually, while financial reports are to be submitted quarterly.

This is an award of Federal financial assistance. Prime and sub-recipients to this award are subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found.

Electronic copies of the CFRs can be obtained at the following internet site: www.ecfr.gov. If you are unable to retrieve these regulations electronically, please contact your Grants and Agreements Office at sm.fs.R2sptfgrants@usda.gov.

The following administrative provisions apply to this award:



Caring for the Land and Serving People

Printed on Recycled Paper



- A. **LEGAL AUTHORITY.** WSFD shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.
- B. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this award.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Cody Tully Senior Resource Forester - Fuels 5500 Bishop Blvd Cheyenne, WY 82002 Telephone: 307-777-5478 Email: cody.tully@wyo.gov	Kandi Wilson Senior Grants & Agreements Specialist 122 West 25th Street, Suite W103 Herschler Bldg Cheyenne, WY 82001-3004 Telephone: 307-777-6546 Email: kandi.wilson@wyo.gov
John Crisp Assistant State Forester 5500 Bishop Blvd Cheyenne, WY 82002 Telephone: 307-777-6680 Email: john.crisp@wyo.gov	

Principal Forest Service Contacts:

Forest Service Program Manager Contact	Forest Service Administrative Contact
Angela "Angie" Gee Assistant Director, Cooperative Fire 1617 Cole Boulevard, Building 17 Lakewood, CO 80401-3305 Telephone: 970-278-6655 Email: angela.gee@usda.gov	Amanda Marr Grants Management Specialist 1801 Highway 18 Bypass Hot Springs, SD 57747 Telephone: 605-515-8812 Email: amanda.marr@usda.gov

- C. **SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM).** WSFD shall maintain current organizational information and the original Unique Entity Identifier (UEI) provided for this agreement in the System for Award Management (SAM) until receipt of final payment. This requires annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or agreement term(s). Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of

business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

- D. ADVANCE AND REIMBURSABLE PAYMENTS – FINANCIAL ASSISTANCE. Advance and Reimbursable payments are approved under this award. Only costs for those project activities approved in (1) the initial award, or (2) modifications thereto, are allowable. Requests for payment must be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement, and must be submitted no more than monthly. In order to approve a Request for Advance Payment or Reimbursement, the Forest Service shall review such requests to ensure advances or payments for reimbursement are in compliance and otherwise consistent with OMB, USDA, and Forest Service regulations.

Advance payments must not exceed the minimum amount needed or no more than is needed for a 30-day period, whichever is less. If the Recipient receives an advance payment and subsequently requests an advance or reimbursement payment, then the request must clearly demonstrate that the previously advanced funds have been fully expended before the Forest Service can approve the request for payment. Any funds advanced, but not spent, upon expiration of this award must be returned to the Forest Service.

The Program Manager reserves the right to request additional information prior to approving a payment.

<p>The invoice must be sent by one of three methods:</p> <p>EMAIL (preferred): SM.FS.asc_ga@usda.gov</p> <p>FAX: 877-687-4894</p> <p>POSTAL: USDA Forester Service Budget & Finance - Grants and Agreements 4000 Masthead St, NE Albuquerque, NM 87109</p>	<p>Send a copy to:</p> <p>Angie Gee angela.gee@usda.gov</p>
--	---

- E. INDIRECT COST RATES. The Cooperator has decided not to assess indirect costs in this award.
- F. PRIOR WRITTEN APPROVAL. WSFD shall obtain prior written approval pursuant to conditions set forth in 2 CFR 200.407.
- G. MODIFICATIONS. Modifications within the scope of this award must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 60 days prior to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.

H. PERIOD OF PERFORMANCE. This agreement is executed as of the date of the Forest Service signatory official signature.

The end date, or expiration date is **09/15/2029**. This instrument may be extended by a properly executed modification. *See Modification Provision above.*

I. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this award. In witness whereof the parties hereto have executed this award.

John Crisp for Kelly Norris Digitally signed by John Crisp for Kelly Norris
Date: 2024.09.18 10:34:20 -06'00'

KELLY NORRIS, Wyoming State Forester Date
State of Wyoming Office of Statelands

BRYAN KARCHUT Digitally signed by BRYAN KARCHUT
Date: 2024.09.18 10:40:27 -06'00'

BRYAN KARCHUT, Director Date
Safety, Fire, Fuels, and Aviation Management
USDA, Forest Service, Rocky Mountain Region

The authority and the format of this award have been reviewed and approved for signature.

AMANDA MARR Digitally signed by AMANDA MARR
Date: 2024.09.18 10:15:08 -06'00'

AMANDA MARR Date
Forest Service Grants Management Specialist

ATTACHMENT A: FOREST SERVICE AWARD PROVISIONS

- A. COLLABORATIVE ARRANGEMENTS. Where permitted by terms of the award and Federal law, WSFD may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award.
- B. FOREST SERVICE LIABILITY TO THE RECIPIENT. The United States shall not be liable to WSFD for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by WSFD or any third party.
- C. NOTICES. Any notice given by the Forest Service or WSFD will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the award.

To WSFD, at the address shown in the award or such other address designated within the award.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- D. SUBAWARDS. Prior approval is required to issue subawards under this grant. The intent to subaward must be identified in the approved budget and scope of work and approved in the initial award or through subsequent modifications. Approval of each individual subaward is not required, however the cooperator must document that each sub-recipient does NOT have active exclusions in the System for Award Management (sam.gov).

The Cooperator must also ensure that they have evaluated each subrecipient's risk in accordance with 2 CFR 200.332 (b).

Any subrecipient under this award must be notified that they are subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400. Any sub-award must follow the regulations found in 2 CFR 200.331 through .333.

All subawards \$30,000 or more must be reported at fsrs.gov in compliance with 2 CFR 170. See Attachment B for full text.

- E. FINANCIAL STATUS REPORTING. A Federal Financial Report, Standard Form SF-425 (and Federal Financial Report Attachment, SF-425A, if required for reporting multiple awards), must be submitted quarterly. These reports are due 30 days after the reporting period ending March 31, June 30, September 30, December 31. The final SF-425 (and SF-425A, if applicable) must be submitted either with the final payment request

or no later than 120 days from the expiration date of the award. These forms may be found at grants.gov/forms/forms-repository/post-award-reporting-forms

- F. PROGRAM PERFORMANCE REPORTS. The recipient shall perform all actions identified and funded in application/modification narratives within the performance period identified in award.

In accordance with 2 CFR 200.301, reports must relate financial data to performance accomplishments of the federal award.

WSFD shall submit annual performance reports. These reports are due 90 days after the reporting period ending December 31. The final performance report shall be submitted either with WSFD's final payment request, or separately, but not later than 120 days from the expiration date of the award.

- G. NOTIFICATION. WSFD shall immediately notify the Forest Service of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
- H. CHANGES IN KEY PERSONNEL. Any revision to key personnel identified in this award requires notification of the Forest Service Program Manager by email or letter.
- I. USE OF FOREST SERVICE INSIGNIA. In order for WSFD to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service, Program Manager, to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service Program Manager will notify WSFD when permission is granted.
- J. FUNDING EQUIPMENT. Federal funding under this award is not available for reimbursement of WSFD's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year. Supplies are those items that are not equipment.
- K. PUBLIC NOTICES. It is Forest Service's policy to inform the public as fully as possible of its programs and activities. WSFD is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments.

WSFD may call on Forest Service's Office of Communication for advice regarding public notices. WSFD is requested to provide copies of notices or announcements to the Forest Service Program Manager and to Forest Service's Office Communications as far in advance of release as possible.

- L. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. WSFD shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award. Follow direction in USDA Supplemental 2 CFR 415.2.
- M. COPYRIGHTING. WSFD is/are granted sole and exclusive right to copyright any publications developed as a result of this award. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this award.

No original text or graphics produced and submitted by the Forest Service shall be copyrighted. The Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes.

This right shall be transferred to any sub-awards or subcontracts.

This provision includes:

- The copyright in any work developed by WSFD under this award.
- Any right of copyright to which WSFD purchase(s) ownership with any federal contributions.

- N. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. WSFD shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must

contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; o*
- (2) Fax: (833) 256-1665 or (202) 690-7442; or*
- (3) Email: program.intake@usda.gov.*

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement:

"This institution is an equal opportunity provider."

- O. **DISPUTES.** In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution (ADR) procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

Should the parties be unable to resolve the issue of controversy through ADR, then the Signatory Official will make the decision. A written copy of the decision will be provided to the Cooperator.

Decisions of the Signatory Official shall be final unless, within 30 days of receipt of the decision of the Signatory Official, the Cooperator appeals the decision to the Forest Service's Deputy Chief, State, Private, and Tribal Forestry (SPTF). Any appeal made under this provision shall be in writing and addressed to the Deputy Chief, SPTF, USDA, Forest Service, Washington, DC 20024. A copy of the appeal shall be concurrently furnished to the Signatory Official.

A decision under this provision by the Deputy Chief, SPTF, is final. The final decision by the Deputy Chief, SPTF, does not preclude the Cooperator from pursuing remedies available under the law.

- P. **AWARD CLOSEOUT.** WSFD must submit, no later than 120 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award.

Any unobligated balance of cash advanced to WSFD must be immediately refunded to the Forest Service, including any interest earned in accordance with 2 CFR 200.344(d).

If this award is closed without audit, the Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- Q. **TERMINATION.** This award may be terminated, in whole or part pursuant to 2 CFR 200.340.

- R. DEBARMENT AND SUSPENSION. WSFD shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should WSFD or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. The Recipient shall adhere to 2 CFR Part 180 Subpart C in regards to review of sub-recipients or contracts for debarment and suspension.

All subrecipients and contractors must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions. Blank forms are available electronically. Completed forms must be kept on file with the primary recipient.

- S. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.
- T. SCIENTIFIC INTEGRITY: USDA is committed to the highest levels of integrity in all of our scientific activities and decision making. This includes to performing, recording and reporting the results of scientific activities with honesty, objectivity, and transparency. All persons performing under this agreement shall adhere to the principles of scientific integrity described in [Departmental Regulation \(DR\) 1074-001](#).
- U. GEOSPATIAL DATA. All data collected will meet the requirements of the Geospatial Data Act of 2018 where applicable. This will always include the documentation of all relevant metadata standards, use of standard data formats; description of quantitative measures of uncertainty and source of uncertainty and sources of uncertainty associated with the data. Additionally, the data must meet specific standards specified elsewhere to ensure the data is useful to support the USDA's mission. The recipient/cooperator agrees to comply with USDA's Department-wide enterprise geospatial data management policy implemented in [Departmental Regulation 3465-001](#) which establishes the USDA policy for defining the strategic direction necessary to optimize the management of the USDA geospatial data and geospatial infrastructure, including all geospatial data created for, by, and enhanced by USDA.
- V. PUBLIC ACCESS TO SCHOLARLY PUBLICATIONS AND DIGITAL SCIENTIFIC RESEARCH DATA. The recipient agrees to comply with USDA's Department-wide [public access policy](#) implemented in [Departmental Regulation 1020-006](#) which establishes the USDA policy for public access to scholarly publications and digital scientific research data assets. The USDA will make all peer-reviewed, scholarly publications and digital scientific research data assets arising from unclassified scientific research supported wholly or in part by the USDA accessible to the public, to the extent practicable.

W. **BUY AMERICA BUILD AMERICA.** Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for an infrastructure project unless:

(1) All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) All manufactured products used in the project are produced in the United States— this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and

(3) All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards are listed below.

Incorporation into an infrastructure project. The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Categorization of articles, materials, and supplies. An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

Application of the Buy America Preference by category. An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

Determining the cost of components for manufactured products. In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

(a) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(b) For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

Construction material standards. The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered “produced in the United States.” Except as specifically provided, only a single standard should be applied to a single construction material.

(1) Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.

(2) Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.

(3) Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.

(4) Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.

(5) Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.

(6) Lumber. All manufacturing processes, from initial debarking through treatment and planning, occurred in the United States.

(7) Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.

(8) Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Waivers. When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the Buy America Preference in any case in which the agency determines that:

- (1) applying the Buy America Preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the Buy America Preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at [USDA Buy America Waivers for Federal Financial Assistance | USDA](#).

Definitions

“Buy America Preference” means the “domestic content procurement preference” set forth in section 70914 of the Build America, Buy America Act, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

“Construction materials” means articles, materials, or supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

(1) The listed items are:

- (i) Non-ferrous metals;
- (ii) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- (iii) Glass (including optic glass);
- (iv) Fiber optic cable (including drop cable);
- (v) Optical fiber;
- (vi) Lumber;
- (vii) Engineered wood; and
- (viii) Drywall.

(2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

“Infrastructure” means public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.

“Infrastructure project” means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether

infrastructure is the primary purpose of the project. See also paragraphs (c) and (d) of 2 CFR 184.4.

“Iron or steel products” means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

X. **TRAFFICKING IN PERSONS.**

1. Provisions applicable to a Recipient that is a private entity.

- a. You as the Recipient, your employees, Subrecipients under this award, and Subrecipients’ employees may not:
 - (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procure a commercial sex act during the period of time that the award is in effect; or
 - (3) Use forced labor in the performance of the award or subawards under the award.
- b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a Subrecipient that is a private entity:
 - (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
 - i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),”.

2. Provision applicable to a Recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
- a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - (1) Associated with performance under this award; or
 - (2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),”

3. Provisions applicable to any recipient.
 - a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
 - c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

4. Definitions. For purposes of this award term:
 - a. "Employee" means either:
 - (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - b. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - c. "Private entity":
 - (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - (2) Includes:
 - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - ii. A for-profit organization.
 - d. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Y. DRUG-FREE WORKPLACE.

1. WSFD agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must
 - a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
 - b. Specify the actions WSFD will take against employees for violating that prohibition; and

c. Let each employee know that, as a condition of employment under any award, the employee:

- (1) Shall abide by the terms of the statement, and
- (2) Shall notify WSFD in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.

2. WSFD agree(s) that it will establish an ongoing drug-free awareness program to inform employees about

- a. The dangers of drug abuse in the workplace;
- b. The established policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation and employee assistance programs; and
- d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.

3. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this award, whichever occurs first.

4. WSFD agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award number of each award on which the employee worked. The notification must be sent to the Program Manager within 10 calendar days after WSFD learns of the conviction.

5. Within 30 calendar days of learning about an employee's conviction, WSFD must either

- a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
- b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

Z. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.

1. The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

2. The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
 3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
 4. If the Government determines that the recipient is not in compliance with this award provision, it;
 - a. Will prohibit the recipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
 - b. May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.
- AA. **ELIGIBLE WORKERS.** WSFD shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324(a)). WSFD shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.
- BB. **FREEDOM OF INFORMATION ACT (FOIA).** Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e).
- Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).
- CC. **TEXT MESSAGING WHILE DRIVING.** In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- DD. **PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM.** As a recipient of USDA financial assistance, you will comply with the following:
1. Do not discriminate against applicants for sub-grants on the basis of their religious character.
 2. 7 Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.

3. Statutory and National policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.

EE. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. The cooperator (including subrecipients) is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information.

In accordance with 2 CFR 200.216, the grantee (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

- (1) procure or obtain, extend or renew a contract to procure or obtain;
- (2) enter into a contract (or extend or renew a contract) to procure; or
- (3) obtain the equipment, services or systems.

ATTACHMENT B: 2 CFR PART 170**Appendix A to Part 170—Award Term****I. Reporting Subawards and Executive Compensation****a. Reporting of first-tier subawards.**

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
2. *Where and when to report.*
 - i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting total compensation of recipient executives for non-Federal entities.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
 - ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at <https://www.sam.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most

highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
- i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- d. *Exemptions.*
If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
- i. Subawards, and
 - ii. The total compensation of the five most highly compensated executives of any subrecipient.
- e. *Definitions.* For purposes of this award term:
1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
 2. Non-Federal *entity* means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization; and,
 - iv. A domestic or foreign for-profit organization
 3. *Executive* means officers, managing partners, or any other employees in management positions.
 4. *Subaward:*
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. *Subrecipient* means a non-Federal entity or Federal agency that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
6. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

END OF ATTACHMENT B: 2 CFR PART 170

ATTACHMENT C: WHISTLEBLOWER NOTICE

Whistleblowers perform an important service to USDA and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees as well as personal services contractors and employees of Federal contractors, subcontractors, grantees, and subgrantees against reprisal for whistleblowing. USDA bears the responsibility to ensure that nothing in a non-disclosure agreement which a contractor, subcontractor, grantee, or subgrantee requires their employees to sign should be interpreted as limiting their ability to provide information to the Office of Inspector General (OIG).

41 U.S.C. § 4712 requires the head of each executive agency to ensure that its contractors inform their workers in writing of the rights and remedies under the statute. Accordingly, it is illegal for a personal services contractor or an employee of a Federal contractor, subcontractor, grantee, or subgrantee to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. In this context, these categories of individuals are whistleblowers who disclose information that the individual reasonably believes is evidence of one of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

To be protected under 41 U.S.C. § 4712, the disclosure must be made to one of the following:

- A Member of Congress, or a representative of a committee of Congress;
- The OIG;
- The Government Accountability Office (GAO);
- A Federal employee responsible for contract or grant oversight or management at USDA;
- An otherwise authorized official at USDA or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Under 41 U.S.C. § 4712, personal services contractors as well as employees of contractors, subcontractors, grantees, or subgrantees may file a complaint with OIG, who will investigate the matter unless they determine that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding. OIG's investigation is then presented to the head of the executive agency who evaluates the facts of the investigation and can order the contractor, subcontractor, grantee, or subgrantee

to take remedial action, such as reinstatement or back pay.

Federal Acquisition Regulation (FAR) Subpart 3.903, *Whistleblower Protections for Contractor Employees, Policy*, prohibits government contractors from retaliating against a contract worker for making a protected disclosure related to the contract. FAR Subpart 3.909-1 prohibits the Government from using funds for a contract with an entity that requires its employees or subcontractors to sign internal confidentiality statements prohibiting or restricting disclosures of fraud, waste, or abuse to designated persons. This prohibition does not contravene agreements pertaining to classified information. The regulation also requires contracting officers to insert FAR clause 52.203-17, *Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights*, in all solicitations and contracts that exceed the Simplified Acquisition Threshold as defined in FAR Subpart 3.908. This clause requires notification to contractor employees that they are subject to the whistleblower rights and remedies referenced in 41 U.S.C. § 4712.

In order to make a complaint alleging any of the violations mentioned above, one should complete the OIG Hotline form located at: <https://www.usda.gov/oig/hotline>. For additional information, they may also visit the WPC's webpage at: <https://www.usda.gov/oig/wpc> or they may directly contact the WPC at OIGWPC@oig.usda.gov.

The following information is needed to create a grant sub-award agreement between the Wyoming State Forestry Division and your organization if you are awarded grant funds. Please enter your responses in the appropriate column where indicated. Thank you.

Organization Name: Laramie County, Wyoming
 Person filling out this form: Sandra Bay
 Email: Sandra.Bay@laramiecountywy.gov

Phone: (307) 633-4201
 Fax: (307) 633-4285
 Grant Number and CFDA
 24-DG-11021600-070; 10.720

	Please complete applicable fields for your Organization	
1. Does your organization have a DUNS (Data Universal Number System) number? 1a. If yes, please provide the DUNS number here and attach proof of CCR to this form. 1b. If no, please indicate that you will obtain the required numbers and send in advance of WSFD sending any reimbursements. Registration for a DUNS can be found at https://www.sam.gov/portal/public/SAM/	YES, DUNS #197732709 UEI # E9DLJC1HGNQ8	
2. Did your organization receive any federal financial assistance such as grants last year or this year?	Yes	
3. How does your organization maintain its accounting records?	County utilizes Tyler Munis Software	
4. Does your organization have written accounting, purchasing, personnel, property management and travel policies? 4a. If no, which don't you have? 4b. If yes, please provide an electronic or physical copy to WSFD.	Yes	
5. Does your accounting system provide for accounting of funds by each grant?	Yes	
6. Do your organization's policies & procedures require that entries to the accounting system be supported by validated source documents (e.g., invoices)?	Yes	
7. Does your organization document in-kind contributions, including showing the dollar rate at which those services are valued, and the source of that rate?	Yes	
8. Has an independent certified public accountant (CPA) ever examined your organization's financial statements? 8a. If yes, please provide a copy of the last two (2) years' reports and any documentation of corrective actions taken.	Yes, Laramie County has an audit each year.	
9. Does your organization expend over \$750,000 in federal assistance in a year? 9a. Have you ever had an A-133 single audit? 9b. If yes, please supply a copy of the audit to WSFD along with any documentation of corrective action.	Yes, we have one yearly	

<p>10. In the past three (3) years, has your organization been audited, had a monitoring visit or otherwise been examined directly <u>by a federal agency</u>? 10a. If yes, please provide a copy of any reports issued.</p>	<p>Yes, no reports issued</p>	
<p>11. Is your organization or any of its principals presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in the sub-award project by any federal department or agency?</p>	<p>No</p>	

CERTIFICATION

I certify that the information provided in this Grantee Pre-Award Report is accurate to the best of my knowledge.

 Organizational representative

 Date

WSFD USE ONLY

This pre-award report has been reviewed by WSFD and the organization has been approved for the creation of a sub-award agreement if awarded grant funds from a federal agency.

 WSFD State Forester (or their designee)

 Date

WYOMING STATE FORESTRY DIVISION – OFFICE OF STATE LANDS AND INVESTMENTS



**CERTIFICATION REGARDING
PROCUREMENT (PURCHASING POLICY AND PROCEDURES) REQUIREMENTS
FOR SUB-RECIPIENTS OTHER THAN INDIVIDUALS**

This certification is required by Wyoming State Forestry Division (WSFD) for any sub-recipient of federal awards from the USDA Forest Service.

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the sub-recipient is providing the certification set out on below.
2. The certification set out below is a material representation of fact upon which reliance was placed when the agency determined to sub-award the grant to the sub-recipient. If it is later determined that the sub-recipient knowingly rendered a false certification, or otherwise violated the requirements of the sub-award agreement, the sub-recipient may be subject to not receiving reimbursement until corrective actions occur.

Terms of Certification

(A) The sub-recipient certifies that it shall follow procurement procedures and promote competition by:

- i. If the sub-recipient has and shall use its own Procurement Policy:
 - a. The sub-recipient shall use their own Procurement Policy which reflects applicable State and local laws and regulations, provided that the Procurement Policy conforms to applicable Federal law and the standards identified in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; 2 CFR 200, also known as "The Super Circular".
 - b. All pertinent OMB Circulars and CFRs are listed in the sub-award agreement.
- ii. If the sub-recipient does not have its own Procurement Policy or their established Procurement Policy does not meet the above requirements, the sub-recipient shall adhere to the Federal Minimum WSFD Procurement Standards for the payment of any allowable costs towards the federal grant.
- iii. The sub-recipient will ensure all sub-contracting meets the required procurement standards.

(B) For all single procurements over \$150,000 (the federal simplified acquisition threshold), the sub-recipient shall supply copies of documents pertaining to Requests for Proposals, contracts, prospectuses, bidding processes, and award notices to WSFD, at each step, for review and approval, before awarding projects that are required to follow procurement policies and procedures. The sub-recipient shall provide change order documents to WSFD if required to complete projects.

(C) The sub-recipient shall use those procurement policies and procedures for the payment of all allowable costs toward the federal grant and, if requested, be able to supply documentation of the procurement process to WSFD. The sub-recipient shall submit all associated bidding information to WSFD with requests for reimbursement that require following a procurement policy and procedure including, but not limited to, Requests for Proposals, contracts, prospectuses, bidding processes, bids, award notices and change orders.

(D) The sub-recipient shall keep all documents pertaining to procurement with the grant for the life of records retention period per their sub-award agreement.

Please indicate which option the sub-recipient organization shall follow for the sub-award of the federal grant:

Yes Our organization will follow our procurement Policy and certifies that it meets the requirements of the sub-award agreement and those of 2 CFR 200. These requirements are outlined in the WSFD document; "Administrative Requirements, Cost Principles and Procurement Standards". WSFD has been provided a copy of the Procurement Policy for our organization. This procurement policy must be submitted, for each agreement, prior to the cooperative agreement being executed and notice to expend funds being sent to the sub-recipient.

Yes Our organization will follow the state of Wyoming Procurement Procedure Guidelines outlined in the WSFD document; "Administrative Requirements, Cost Principles and Procurement Standards."

Laramie County, Wyoming
Organization Name

24-DG-11021600-070
Grant Number and Project Name

Gunnar Malm, Chairman of Laramie County Commissioners
Name and Title of Authorized Representative

Signature Date

U.S. DEPARTMENT OF AGRICULTURE

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Laramie County, Wyoming

24-DG-11021600-070

Organization Name

PR/Award Number or Project Name

Gunnar Malm, Chairman Laramie County Commissioners

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later than determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transactions," "debarred," "suspended," "ineligible," "lower tier covered transactions," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

U.S. DEPARTMENT OF AGRICULTURE

**CERTIFICATION REGARDING
DRUG-FREE WORKPLACE REQUIREMENTS (GRANTS)
ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS**

This certification is required by the regulations implementing Sections 5151-5160, of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), 7 CFR Part 3017, Subpart F, Section 3017.600, Purpose. The January 31, 1989, regulations were amended and published as Part II of the MAY 25, 1990, Federal Register (pages 21681-21691). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

Alternative I

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about --
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a):
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notify the agency in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position, title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, State, zip code)

All County owned buildings

Archer Complex 3962 Archer Pkwy

Cheyenne, WY 82009

Check if there are workplaces on file that are not identified here.

Laramie County, Wyoming

24-DG-11021600-070

Organization Name

Award Number or Project Name

Gunnar Malm, Chairman Laramie County Commissioners

Name and Title of Authorized Representative

Signature

Date

Instructions for Certification

1. By signing and submitting this form, the grantee is providing the certification set out on pages 1 and 2.
2. The certification set out on pages 1 and 2 is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If know, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) all "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if sued to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).



CERTIFICATION REGARDING LOBBYING

Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 4 CFR Part 418 Appendix A, Certification Regarding Lobbying. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Forest Service determines to award the covered transaction, grant, or cooperative agreement.

Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting 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 this Federal contract, grant, loan, or cooperative

agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying.' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

SIGNATURE		
APPLICANT'S SIGNATURE (BY)	TITLE/RELATIONSHIP OF THE INDIVIDUAL IF SIGNING IN A REPRESENTATIVE CAPACITY	DATE SIGNED (MM-DD-YYYY)
	Chairman	

**Burden Statement**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 9 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.