RESOLUTION NO.

CONSIDERATION OF A RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE DEPARTMENT OF JUSTICE FOR A FY2022 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT IN THE AMOUNT OF \$68,074.00, ON BEHALF OF THE GOVERNING BODY OF LARAMIE COUNTY, WYOMING.

FOR THE PURPOSE OF: REQUESTED FUNDS WILL BE USED JOINTLY BY THE LARAMIE COUNTY SHERIFF'S DEPARTMENT AND THE CITY OF CHEYENNE POLICE DEPARTMENT FOR EQUIPMENT, OVERTIME, and NIBRS COMPLIANCE (City \$54,443 and County \$13,631).

WITNESSETH

WHEREAS, the Governing Body of Laramie County desires to participate in the DEPARTMENT OF JUSTICE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE PROGRAM by sponsoring this grant application to assist in financing this project; and

WHEREAS, the Governing Body of Laramie County has been provided with preliminary cost estimates and information on this project; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF LARAMIE COUNTY that a grant application in the amount of \$68,074.00 be submitted to the Department of Justice for consideration of assistance in funding the Laramie County Sheriff's Department and the City of Cheyenne Police Department. If funded a formal Subgrantee Agreement will be executed between the parties.

BE IT FURTHER RESOLVED, that Sandra Newland, or her successor in the position of Laramie County Grants Manager, is appointed as agent of the Laramie County Board of Commissioners to execute and submit applications and certifications for these funds and to receive funds and implement the programs funded under this grant.

PASSED, APPROVED AND ADOPTED THIS 2nd DAY OF AUGUST 2022.

ву:	Date:
Troy Thompson, Chairman	,
ATTEST:	
Debra Lee, Laramie County Clerk	Date:
Received and Approved as to Form only By:	Date: 7/21/22
Laramie County Attorney's Office	Date: //al/2

Standard Applicant Information

Project Information

Project Title

The Laramie County Sheriff's Department and the City of Cheyenne Police Department are applying jointly for community policing activities and equipment.

Federal Estimated Funding (Federal Share)

68074.00

Total Estimated Funding

68074.00

Proposed Project Start Date

10/1/22

Applicant Estimated Funding (Non-Federal Share)

0.00

Proposed Project End Date

9/30/24

Program Income Estimated Funding

0.00

Areas Affected by Project (Cities, Counties, States, etc.)

No items

Type Of Applicant

Type of Applicant 1: Select Applicant

Type:

B: County Government

Type of Applicant 2: Select Applicant

Type:

C: City or Township Government
Type of Applicant 3: Select Applicant Type:
Other (specify):

Application Submitter Contact Information

Application POC Prefix Name

Ms.

Application POC First

Name

Sandra

Application POC Suffix Name

Application POC Middle

Name

Lynn

Application POC Last

Name

Newland

Organizational

Affiliation

Laramie County, Wyoming

Title

Grants Manager

Fax Number

Email ID

sandra.newland@laramiecou

ntywy.gov

Phone Number

3076334201

ORINumber

Executive Order and Delinquent Debt Information

Is Application Subject to Review by State Under Executive Order 12372? *

b. Program is subject to E.O. 12372 but has not been selected by the State for review

Is the Applicant Delinquent on Federal Debt?

No

SF424 Attachments (4)

Name	Date Added
manifest.txt	7/21/22







Authorized Representative

Authorized Representative Information							
Prefix Name ——							
First Name Gunnar	Middle Name	Last Name Malm	Suffix Name				

Title

County Commissioner

Verify Legal Name, Doing Business As, and Legal Address

Legal Name

Doing Business As

LARAMIE COUNTY, WYOMING

UEI

E9DLJC1HGNQ8

Legal Addess

Street 1

310 W. 19TH STREET

Street 2

SUITE 300

City

State

Zip/Postal Code

CHEYENNE

WY

82001

CongressionalDistrict

Country

00

USA

Certification

The legal name + Doing Business As (DBA) and legal address define a unique entity in the system as represented in its entity profile. The profile legal name and address is applicable to ALL applications and awards associated to this fiscal agent.

1. If this information is correct confirm/acknowledge to continue with completion of this application.

I confirm this is the correct entity.

Signer Name

SANDRA NEWLAND

Certification Date / Time

07/21/2022 01:11 PM

- 2. If the information displayed does not accurately represent the legal entity applying for federal assistance:
 - a. Contact your Entity Administrator.
- b. Contact the System for Award Management (SAM.gov) to update the entity legal name/address.
- 3. If the above information is not the entity for which this application is being submitted, Withdraw/Delete this application. Please initiate a new application in Grants.gov with using the correct UEI/SAM profile.

Proposal Abstract

Proposal Narrative

W	Name	Category	Created by	Applic	Date	111
	Complete	Proposal	SANDRA	ation	Added	
	Narartive	Narrative	NEWLAND	Numbe		
	Byrne			r	07/21/2	
	FY22.docx				022	

Budget and Associated Documentation

Budget Summary

Byrne JAG 2022 Narrative

Our Byrne JAG FY22 grant application is comprised of a partnership between the Laramie County Sheriff's Department and the City of Cheyenne Police Department. Laramie County will be the fiscal agent of the grant and will be responsible for subgrantee monitoring and reporting for all grant activities. The narrative below breaks down the request into two sections, one for the Sheriff's Department and one for the Police Department.

A. Laramie County Sheriff's Department

Duty Belt Supplies	\$ 9,597.00
Streamlight ProTac Rail Mount HL-X Weapon Lights	\$ 3,625.00
NIBRS Compliance (3%)	\$ 408.93
TOTAL	\$13,630.93

Description of the Issues

Grant funds are being requested to obtain funding for needed equipment and supplies for the Laramie County Sheriff's Department. We would like to request duty belts and gear to include an outer and inner duty belt, two pairs of handcuffs with handcuff cases, belt keepers, flashlight and baton ring, a key holder, and a duty boot voucher. The approximate total for each of the duty belts and accessories is ~\$400.00. We would like to purchase twenty-four of these for a total of ~\$9,597. We are also requesting up to twenty-five (25) Streamlight ProTac Rail Mounted HL-X Weapon Lights. The approximate total for each of the weapons lights is ~\$145, for a total of ~\$3,625. The Laramie County Sheriff's Office is requesting \$408.93 to remain NIBRS compliant. These funds will be used to train staff and maintain/upgrade computer systems as necessary.

This grant will be used to fund 100% of costs up to the amount of the grant, with any remaining costs to be paid by the Laramie County Sheriff's Office. Any supplies will be retained by the department and used for the same purposes as set forth in this application. The costs listed above directly coordinate with our activity goals and project identifiers as outlined in the Project Abstract.

Statement of Problem

With the current climate surrounding law enforcement and community relations, we will supplement our training with updated community policing techniques and best practices to improve community relations and collaborating with our stakeholders to build trust and reduce crime. The Laramie County Sheriff's Department is facing the similar recruiting issues as many other law enforcement agencies across the nation. The Laramie County Sheriff's Department is a rural department that operates on a limited budget and does not always have the funding to support proper community policing strategies. The duty belts and associated supplies are a vital component of officer safety and provides them with the resources necessary for patrol operations. The Laramie County Sheriff's Department will purchase the duty belts, duty belt accessories, and boots for newly hired deputies. This will allow the department to remain competitive with surrounding agencies by being able to provide new hires with this equipment. The purpose of upgrading/adding twenty-five (25) Streamlight ProTac Rail Mounted HL-X Weapon Lights is that they provide approximately three times the illumination of our current weapon lights. This illumination allows deputies to more effectively identify potential threats from non-threats, i.e. identifying if something in a suspect's hand is a weapon or a phone. Additionally, the increased illumination allows deputies to see to a further distance. This added

distance allows for a greater increase in reaction time if the suspect is armed. Ultimately, the weapon lights increase both the safety of deputies, as well as the safety of both suspects and bystanders. The lack of this vital equipment drastically reduces the safety of patrol operations for the Laramie County Sheriff's Department.

Project Design and Implementation

The Laramie County Sheriff's Office will purchase the duty belts as soon as the funding is available and when needed to equip newly hired deputies. The Laramie County Sheriff's Department is planning to attach weapon lights on the patrol rifles that currently do not have any lights on them and upgrade the lights on the remaining rifles that currently do have lights. The Laramie County Sheriff's Office will purchase and immediately begin to outfit our patrol rifles with the new lights as soon as the funding is available. The requested NIBRS funds will be utilized as necessary to maintain our records systems and to keep our staff NIBRS compliant. We will follow Laramie County procurement policies for all purchases and the supplies will be utilized immediately.

Capabilities and Competency

Our plan is to work with the partners from national and regional professional law enforcement associations, like the DOJ, National Sheriff's Association and Western States Sheriff's Association to obtain the latest models and training regarding community policing specifically around the areas noted above. In conjunction with the City of Cheyenne, we will be able to upgrade the NIBRS software through our New World Program. We are continually upgrading our systems to be NIBRS compliant. We have and will continue to train our employees through the Wyoming Department of Criminal Investigations in NIBRS systems and protocols.

Currently, the Laramie County Sheriff's Department does not provide deputies with a belt, even

though they are required. Deputies currently purchase their own belts for use. Moving forward, we would like to purchase the belts and distribute them to new hires as needed. The belts would then be considered property of the department. Other supplies such as the camera and binoculars will be added to our patrol operations for enhanced community policing efforts.

The staff at the Laramie County Sheriff's Department will work in conjunction with the Laramie County Grants office to ensure that all grant purchases, paperwork and reporting requirements are met. Our department has expended and tracked several Byrne JAG grants in the past without findings. The Laramie County Sheriff's Department will work with all partner agencies both local and state for proper implementation of these grant funds.

Plan for Data

The Laramie County Sheriff's Department will collect data and will provide this to the Laramie County Grants Manager quarterly for the completion of quarterly reports. The department will collect and implement all data associated with these purchases for its community policing efforts. All performance measures will be monitored and recorded for maximum grant efficiency.

B. City of Cheyenne Police Department

Patrol Accessories	\$18,000.00
Overtime Costs (Salary)	\$31,764.00
Overtime Costs (Benefits)	\$4,679.00
TOTAL:	\$54,443,00

Description of the Issues

The City of Cheyenne Police Department has a two-portion request with their allocated funding amount. One portion of the fund would be allocated to funding for patrol accessories. The

second portion of the funding would go toward community policing overtime and associated benefits. The Cheyenne Police Department is experiencing ongoing population growth due to persons relocating to Cheyenne for employment, as well as the City of Cheyenne annexing county pockets and populated areas adjacent to the city. With the growth of the community, there has also been growth in the number of personnel employed by the Cheyenne Police Department. Each officer in the police department is trained to complete basic crime scene processing which includes taking digital photographs of crime scenes and collecting various types of evidence associated with criminal acts. The Cheyenne Police Department issues a digital camera and crime scene kit to every patrol officer and detective. Currently, there are no digital cameras or crime scene kits available for issuance to new officers. Our request would allow approximately 20 officers to receive a new crime scene camera.

The Cheyenne Police Department is requesting funding to continue community-policing operations by offering overtime as a means of trying to reduce violent crime. As the City of Cheyenne has grown, all crime types, including crimes of violence, have become more prevalent. The City of Cheyenne Police Department is taking proactive measures to reduce those crimes, and this funding would further the impact of those efforts. Officers assigned a patrol area spend a large portion of their shift responding to calls in a reactionary manner. Enabling officers to proactively patrol high crime areas without the expectation of call assignments can increase law enforcement visibility and reduce violent crimes in targeted areas.

Project Design and Implementation

With the requested funds, the Cheyenne Police Department intends to purchase an estimated twenty Canon EOS Rebel T7 cameras with included ES-F lenses, twenty Geloo 300 W 12V to 110V AC in-car battery inverters for charging camera batteries, and twenty Ruggard

Journey DSLR camera-carrying cases. If funded, these items would be purchased following the City of Cheyenne procurement policies and incorporated into the department immediately.

The Cheyenne Police Department intends to continue implementation of a problemoriented policing approach with the intent of reducing crime rates within the community. A
program coordinator with specialized analyst training will manage the program. The program
coordinator will analyze crime data using the S.A.R.A model (scan, analyze, respond, assess) to
determine hot spots within the city. Using the data to determine when, where, and what types of
crime are most likely to occur, the program coordinator will utilize overtime shifts in an effort to
reduce crime using the three proven treatments within the problem-oriented policing model:
increased officer presence and enforcement, community policing efforts, and environmental
design. The requested funding will provide approximately 577 hours of overtime for the
program.

The program coordinator will design custom treatments for each hot spot area and direct the overtime shifts to implement each treatment per each specific problem. After twelve months of implementation, we will assess the program by comparing data within identified hot spots to determine if a reduction of crime was achieved. The program coordinator will create a standard scatter plot and regression to document changes. The Cheyenne Police Department will not be able to access direct causation of criminal activity without the use of control areas, but dependable correlations to changes in crime rates should be determinable.

Capabilities and Competencies

The Cheyenne Police Department coordinates police efforts with the Laramie County

Sheriff's Department and other local and state law enforcement agencies. Our request of
equipment and overtime funding ties into our existing community policing efforts and those of

the region. Funding would help to support existing crime reduction and crime response efforts for officers to better serve the community. If funded, the Cheyenne Police Department will continue its existing partnerships to further community policing practices.

Collection of Data for Performance Measures

The Cheyenne Police Department will purchase, track and monitor all equipment and assignment of items. We will be ready to provide reporting on the implementation of our requested equipment. For the overtime component of our request, the Cheyenne Police Department will track officers' productivity while working problem-oriented policing overtime shifts. The program coordinator will produce quarterly reports to provide to Laramie County for all formal reporting requirements.

Conclusion

The Laramie County Sheriff's Department and the City of Cheyenne Police

Department wish to move forward with their allocations determined by the JAG formula
in requesting a total grant award of \$68,074. Laramie County will be the fiscal agent for
the grant and will enter into a Subgrantee Agreement with the City of Cheyenne (copy
provided with application). With the support of the Bureau of Justice Assistance

Department, we are confident that our departments can implement community policing
efforts and best practices into our daily operations.

Budget / Financial Attachments

Budget Worksheet and Budget Narrative

W	Name Budget Narrative 22.docx	Category Budget Worksheet	Created by SANDRA NEWLAND	Applic ation Numbe r —	Date Added 07/21/2 022	
X	Name Byrne JAG 22 Budget.XLSM	Category Budget Worksheet	Created by SANDRA NEWLAND	Applic ation Numbe r	Date Added 07/21/2 022	

Indirect Cost Rate Agreement

No documents have been uploaded for Indirect Cost Rate Agreement

Financial Management Questionnaire (Including applicant disclosure of highrisk status)

Q	Name	Category	Created by	Applic	Date	Till
	FinancialCapal	Budget Financial	SANDRA NEWLAND	ation Numbe	Added	
		Management Questionnaire		r 	07/21/2 022	

Disclosure of Process Related to Executive Compensation

No documents have been uploaded for Disclosure of Process Related to Executive Compensation

Additional Attachments

No documents have been uploaded for Additional Attachments

Budget Narrative

Our Byrne JAG FY22 grant application is comprised of a partnership between the Laramie County Sheriff's Department and the City of Cheyenne Police Department. Laramie County will be the fiscal agent of the grant and will be responsible for sub grantee monitoring and reporting for all grant activities. The narrative below breaks down the request into two sections, one for the Sheriff's Department and one for the Police Department. We are requesting a total of \$68,074.00 as allocated to our jurisdictions by the Byrne JAG formula.

A. Laramie County Sheriff's Department

Duty Belt Supplies	\$ 9,597.00
Streamlight ProTac Rail Mount HL-X Weapon Lights	\$ 3,625.00
NIBRS Compliance (3%)	\$ 409.00
TOTAL	\$13,631.00

Grant funds are being requested to fill four needs within the Sheriff's Department. First, our department is in need of proper duty belts and supplies for patrol deputies. Second, our need is for weapon lights. Our third need is the required NIBRS set aside to maintain compliance.

We would like to request duty belts and gear to include an outer and inner duty belt, two pairs of handcuffs with handcuff cases, belt keepers, flashlight and baton ring, a key holder, and a duty boot voucher. The approximate total for each of the duty belts with all of the above items included is \$399.87. We would like to purchase twenty-four of these for a total of \$9,597.00. We are also requesting up to twenty five Streamlight or comparable mounted weapon lights and associated accessories. The total for these items is \$3,625.00. Sharing information with the public, promoting our agency, and developing data driven programs to involve the community

are the goals of having the digital camera. Requested camera and equipment will be used by the department for positive community relations. Finally, we are setting aside 3% of our award portion for the continuation of NIBRS compliance for the Laramie County Sheriff's Department. Total Laramie County Sheriff's Department request is \$13,361.00.

City of Cheyenne Police Department

Patrol Accessories	\$18,000.00
Overtime Costs (Salary)	\$31,764.00
Overtime Costs (Benefits)	\$4,679.00
Total	\$49,554.00

The City of Cheyenne Police Department has a two-part request with their allocated funding amount. They would like to request funding for patrol accessories, and community policing overtime and benefits. The City of Cheyenne Police Department has limited camera equipment for officers to use for crime scene documentation. Our request would allow up to twenty officers to have cameras and accessories for crime scene investigations.

The City of Cheyenne is also requesting funding to continue community-policing operations by offering overtime in an attempt to reduce property crimes within the community. The City of Cheyenne has experienced steady growth of property crimes over the last several years, and compared to national data, Cheyenne has a higher-than-average rate of property crime. This is a focus of our department and we feel that with increased policing visibility, property crimes can be reduced. We are requesting a total of \$36,443 for overtime and benefits that will provide approximately 662 hours of overtime over the grant period. Average cost per hour is \$55.00. Total City of Cheyenne Request is \$54,443.00

Budget Summary

Note: Any errors detected on this page should be fixed on the corresponding Budget Detail tab.

	Year 1		Year 2 (if needed)		Year 3 (if needed)		Year 4 (if needed)		Year 5 (if needed)		
Budget Category	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Total(s)
A. Personnel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
B. Fringe Benefits	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C. Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
D. Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
E. Supplies	\$6,538	\$0	\$6,684	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,222
F. Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
G. Subawards (Subgrants)	\$54,443	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$54,443
H. Procurement Contracts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
I. Other	\$409	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$409
Total Direct Costs	\$61,390	\$0	\$6,684	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$68,074
J. Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Project Costs	\$61,390	\$0	\$6,684	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$68,074
Does this budget contain cor	nference costs w	hich is defined b	roadly to include	meetings, retre	ats, seminars, sy	mposia, and trai	ning activities? -	Y/N		No	

oes this budget contain con OJ Financial Guide, Section	ference costs which is defined br	padly to include meeting	gs, retreats, se	minars, symposia, and t	raining activities? - Y	/N	No	ľ.
Personnel								
Name	Position			Comp	utation			
List each name, if known.	List each position, if known.		Show annual sal	ary rate & amount of time de	evoted to the project for e	each name/position	on.	
		Salary	Rate	Time Worked (# of hours, days, months, years)	Percentage of Time	Total Cost	Non-Federal Contribution	Feder Reque
						\$0		\$0
					Total(s)	\$0	\$0	\$0
rrative								

Name		Computation			
List each grant-supported position receiving fringe benefits.		Show the basis for computation.			
	Base	Rate	Total Cost	Non-Federal Contribution	Federa Reques
			\$0		\$0
		Total(s)	\$0	\$0	\$0
itive					
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ntive					

Indicate the purpose of each trip or type of trip (training, advisory group meeting) Indicate the travel destination. Lodging, Meals, Etc. Per day, mile, trip, Etc. Cost Quantity # of Staff # of Trips Total Cost Contribution N/A N/A \$0			utation	Comp				Basis	Type of Expense	Location	Purpose of Travel
Cost Quantity # of Staff Trips Total Cost Contribution	ling.	r of people traveling	ense X the numbe	type of exp	e cost of each	Compute th			Lodging, Meals, Etc.	Indicate the travel destination.	type of trip (training, advisory
N/A \$0			Total Cost		# of Staff	Quantity	Cost				
	\$0		\$0					N/A			
Total(s) \$0 \$0	\$0	\$0	\$0	Total(s)							
arrative arrative											arrative

	Computation			
Compute the	cost (e.g., the number of each item to be purch	ased X the cost pe	er item)	
# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
		\$0		\$0
	Total(s)	\$0	\$0	\$0
		Compute the cost (e.g., the number of each item to be purch # of Items Unit Cost	Compute the cost (e.g., the number of each item to be purchased X the cost per second to the cost of t	# of Items Unit Cost Total Cost Non-Federal Contribution \$0

Supply Items		Computation			
Provide a list of the types of items to be purchased with grant funds.	Describe the item and the	compute the costs. Computation: The number of each	h item to be purc	hased X the cost per	ritem.
	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
streamlight ProTac Rail Mount HL-X Weapon Lights	12	\$145.00	\$1,740	\$0	\$1,740
Outy Belts and Supplies	12	\$399.80	\$4,798	\$0	\$4,798
			\$0		\$0
		Total(s)	\$6,538	\$0	\$6,538

The Laramie County Sheriff's Department would like to use their allocation amounts for supplies to include, duty belts and weapon lights. They would like to purchase a total of 24 duty belts over a two year period for deputies to include outer and inner duty belts, two pairs of handcuffs, handcuff cases, belt keepers, flashlight and baton ring, and a key holder. With the duty belts we are also including a boot voucher. Estiamted costs for items listed are \$399.87 each x 24 =\$9,597.00 total and in year one \$4,798.00. Our second category is the purchase of Streamlight or equivalent weapon lights to include any mounting accessories. The total for these 25 items is \$3,625.00-we are estimating the purchase of 12 in year one of the grant for a total of \$1,812.50.

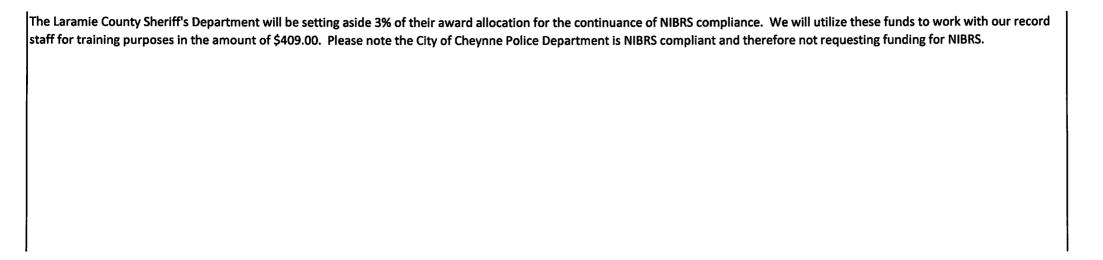
Purpose	Description of Work		Computation			
Provide the purpose of the construction	Describe the construction project(s)	Compute the	costs (e.g., the number of each item to be purch	nased X the cost p	er item)	
		# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
				\$0		\$0
			Total(s)	\$0	\$0	\$0
rrative						

Descripti	on		Purpose		Consult	ant?			
Provide a description of the activ subrecipien		De:	scribe the purpose of the subaward (subgran	t)	Is the subawa consultant? IJ the section b explain asso travel exp included in t	f yes, use pelow to pciated enses			
							Total Cost	Non-Federal Contribution	Federal Request
ity of Cheyenne Police Department		Car	rry out activities to include community polici	ng	No		\$54,443	\$0	\$54,443
									\$0
Consultant Travel (if necessary)						Total(s)	\$54,443	\$0	\$54,443
Purpose of Travel	Location		Type of Expense	ar and and			Computation		
ndicate the purpose of each trip or type of trip (training, advisory group meeting)	Indicate the travel destination	n.	Hotel, airfare, per diem	Con	npute the cost o	f each type	of expense X the	number of people t	raveling.
				Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
							\$0		\$0
						Total	\$0	\$0	\$0

Laramie County is entering into this grant application with the City of Cheyenne. Laramie County is acting as the fiscal agent. We plan on awarding a subaward to the City of Cheyenne Police Departement in the amount of \$54,443.00 as allocated by the Byrne JAG Formula. With this funding the City of Cheyenne is going to purchase patrol accessories such as cameras with lens and in car battery inverters for charging along with carrying cases. The estimated costs are 900.00 The Police Department estimates using 50% of the award up front and spending the remainder in year two. They also plan to utlize their award for community policing operations in the form of overtime. The department plans to implement a problem-oriented policing approach in attempt to reduce crime rates. Requested funds are to cover both overtime and benefits of officers in the anmount of \$36,443 and this will provide over 759 hours of overtime operations. The subaward agreement will be entered into between Laramie County and the City of Cheyenne in year one for the total amount of \$54,443 to be expended over a two year period.

H. Procurement Contracts									
Descript	on		Purpose		Consul	tant?			
Provide a description of the products contract and an estimate of the costs. promote free and open competition in a justification must be provided for sole of the Simplified Acquisition Thres	Applicants are encouraged to awarding contracts. A separate source procurements in excess		Describe the purpose of the contract		Is the subaw consultant? the section explain ass travel exp included in	If yes, use below to sociated penses			
							Total Cost	Non-Federal Contribution	Federal Request
									\$0
						Total(s)	\$0	\$0	\$0
Consultant Travel (if necessary)									
Purpose of Travel	Location		Type of Expense				Computation		
ndicate the purpose of each trip or type of trip (training, advisory group meeting)	Indicate the travel destination	7.	Hotel, airfare, per diem	Com	npute the cost (of each type	of expense X the	number of people t	raveling.
				Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request

					\$0		\$0
				Total	\$0	\$0	\$0
arrative							
<u> </u>							
						-	
Description			Comp	outation			
List and describe items that will be paid with grants funds (e.g. rent,							
Description				outation s for computation			
Description List and describe items that will be paid with grants funds (e.g. rent, reproduction, telephone, janitorial, or security services, and							
Description List and describe items that will be paid with grants funds (e.g. rent, reproduction, telephone, janitorial, or security services, and	Quantity	Basis		s for computation	Total Cost	Non-Federal	Federal
Description List and describe items that will be paid with grants funds (e.g. rent, reproduction, telephone, janitorial, or security services, and	Quantity	Basis	Show the basi		Total Cost	Non-Federal Contribution	Federal Request
Description ist and describe items that will be paid with grants funds (e.g. rent, reproduction, telephone, janitorial, or security services, and investigative or confidential funds).	Quantity 1	<i>Basis</i> \$1.00	Show the basi	s for computation	Total Cost		
Description List and describe items that will be paid with grants funds (e.g. rent, reproduction, telephone, janitorial, or security services, and			Show the basis	s for computation Length of Time		Contribution	Request



Сотри	Computation te the indirect costs for those portions of the program	which allow suc	h costs	
			17 005151	
Base	Indirect Cost Rate	Total Cost	Non-Federal Contribution	Federal Request
		\$0		\$0
	Total(s)	ŚO	\$0	\$0
	Base	Base Indirect Cost Rate Total(s)	\$0	Base Indirect Cost Rate Total Cost Contribution \$0

Budget Detail - Year 2

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N (DOJ Financial Guide, Section 3.10)

Name	Position			Compu	utation			
List each name, if known.	List each position, if known.	Sho	ow annual sal	ary rate & amount of time de	evoted to the project for e	ach name/positio	on.	
		Salary	Rate	Time Worked (# of hours, days, months, years)	Percentage of Time	Total Cost	Non-Federal Contribution	Federa Reques
						\$0		\$0
					Total(s)	\$0	\$0	\$0

ge Benefits Name		Computation			
List each grant-supported position receiving fringe benefits.		Show the basis for computation.			
	Base	Rate	Total Cost	Non-Federal Contribution	Federa Reques
			\$0		\$0
		Total(s)	\$0	\$0	\$0
ive					
ive					
ive					

Purpose of Travel	Location	Type of Expense	Basis	Computation						
ndicate the purpose of each trip or type of trip (training, advisory group meeting)	Indicate the travel destination.	Lodging, Meals, Etc.	Per day, mile, trip, Etc.	Compute the cost of each type of expense X the number of people traveling.						
				Cost	Cost Quantity	y # of Staff	# of Trips	Total Cost	Non-Federal Contribution	Federal Request
								\$0		
							Total(s)	\$0	\$0	\$0
arrative										

uipment							
Item	Computation						
List and describe each item of equipment that will be purchased	Compute the cost (e.g., the number of each item to be purchased X the cost per item)						
	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federa Reques		
			\$0		\$0		
		Total(s)	\$0	\$0	\$0		
ntive							
inve							

E. Supplies							
Supply Items Computation							
Provide a list of the types of items to be purchased with grant funds.	Describe the item and the compute the costs. Computation: The number of each item to be purchased X the cost per item.						
	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request		
Duty Belt Supplies	12	\$399.87	\$4,799	\$0	\$4,799		
Weapon Lights	13	\$145.00	\$1,885	\$0	\$1,885		
		Total(s)	\$6,684	\$0	\$6,684		

Narrative

The Laramie County Sheriff's Department would like to use their allocation amounts for supplies to include, duty belts and weapon lights. They would like to purchase a total of 24 duty belts over a two year period for deputies to include outer and inner duty belts, two pairs of handcuffs, handcuff cases, belt keepers, flashlight and baton ring, and a key holder. With the duty belts we are also including a boot voucher. Estiamted costs for items listed are \$399.87 each x 24 =\$9,597.00 total with a cost of \$4,799.00 in year two. Our second category is the purchase of Streamlight or equivalent weapon lights to include any mounting accessories. The total for these 25 items is \$3,625.00-we are estimating the purchase of 13 in year two of the grant for a total of \$1,885.00.

Purpose	Description of Work	Computation					
Provide the purpose of the construction	Describe the construction project(s)	Compute the costs (e.g., the number of each item to be purchased X the cost per item)					
		# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request	
				\$0		\$0	
			Total(s)	\$0	\$0	\$0	
rrative							

Description Provide a description of the activities to be carried out by subrecipients.				Consul	tant?			
				Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.				
						Total Cost	Non-Federal Contribution	Federal Request
								\$0
					Total(s)	\$0	\$0	\$0
Consultant Travel (if necessary Purpose of Travel	Location	Type of Expense				Computation		
ndicate the purpose of each trip or type of trip (training, advisory group meeting)	Indicate the travel destination.	Hotel, airfare, per diem	Con	mpute the cost			number of people t	raveling.
			Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
						Secretarion and Assessment Assessment and Assessmen		STREET, STREET
						\$0		\$0

d. Procurement Contracts							
Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently \$150,000).		Purpose		Consultant?			
		Describe the purpose of the contract		Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.			
					Total Cost	Non-Federal Contribution	Federal Request
							\$0
				Total(s)	\$0	\$0	\$0
Consultant Travel (if necessary)							
Purpose of Travel adicate the purpose of each trip or type of trip (training, advisory group meeting)	Location Indicate the travel destination.	Type of Expense Hotel, airfare, per diem	Сотр	oute the cost of each type	Computation of expense X the	number of people t	raveling.
,			Cost	Duration # of or Staff	Total Cost	Non-Federal Contribution	Federal Request

Purpose Area #4

						\$0		\$0
					Total	\$0	\$0	\$0
larrative								
·								
Other Costs								
Description			Co	mputation				
List and describe items that will be paid with grants funds (e.g. rent, reproduction, telephone, janitorial, or security services, and investigative or confidential funds).			Show the b	asis for computa	tion			
	Q	0	C1		of Times	Total Cost	Non-Federal	Federal
	Quantity	Basis	Cost	Length	of Time	Total Cost	Contribution	Request
						\$0		\$0
					Total(s)	\$0	\$0	\$0
					Total(3)	, JU	70	ΨŪ
arrative								

Purpose Area #4

Description Describe what the approved rate is and how it is applied.	Computation Compute the indirect costs for those portions of the program which allow such costs.					
	Base	se Indirect Cost Rate		Non-Federal Contribution	Federal Request	
			\$0		\$0	
		Total(s)	\$0	\$0	\$0	
ative						

Background

Recipients' financial management systems and internal controls must meet certain requirements, including those set out in the "Part 200 Uniform Requirements" (2.C.F.R. Part 2800).

Including at a minimum, the financial management system of each OJP award recipient must provide for the following:

- (1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, and the name of the Federal agency.
- (2) Accurate, current, and complete disclosure of the financial results of each Federal award or program.
- (3) Records that identify adequately the source and application of funds for Federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income, and interest, and be supported by source documentation.
- (4) Effective control over, and accountability for, all funds, property, and other assets. The recipient must adequately safeguard all assets and assure that they are used solely for authorized purposes.
- (5) Comparison of expenditures with budget amounts for each Federal award.
- (6) Written procedures to document the receipt and disbursement of Federal funds including procedures to minimize the time elapsing between the transfer of funds from the United States Treasury and the disbursement by the OJP recipient.
- (7) Written procedures for determining the allowability of costs in accordance with both the terms and conditions of the Federal award and the cost principles to apply to the Federal award.
- (8) Other important requirements related to retention requirements for records, use of open and machine readable formats in records, and certain Federal rights of access to award-related records and recipient personnel.

1. Name of Organization	on and Address:	
Organization Name:	Laramie County, Wyoming	
Street1: 310 W.	19th Street	
Street2:		
City: Cheyer	nne	
State: Wyomii	ng	
Zip Code: 82001		
2. Authorized Represe	ntative's Name and Title:	
Prefix: Mr. First N	lame: Troy	Middle Name:
Last Name: Thomp	oson	Suffix:
Title: Chairman		
3. Phone: 307-633	-4260 4. Fax:	
5. Email: commiss	sioners@laramiecountywy.gov	
6. Year Established:	7. Employer Identification Number (El	
1889	83-600111	E9DLJC1HGNQ8
	ntity a nonprofit organization (including a . 501(c)(3) and exempt from taxation und	a nonprofit institution of higher education) as der 26 U.S.C. 501(a)? Yes No
If "No" skip to Questio	n 10.	
If "Yes", complete Que	estions 9. b) and 9. c).	



AUDIT INFORMATION			
9. b) Does the applicant nonprofit organization maintain offshore accounts for the purpose of avoiding paying the tax described in 26 U.S.C. 511(a)?	Yes	No	
9. c) With respect to the most recent year in which the applicant nonprofit organization was required to file a tax return, does the applicant nonprofit organization believe (or assert) that it satisfies the requirements of 26 C.F.R. 53.4958-6 (which relate to the reasonableness of compensation of certain individuals)?	Yes	□ No	
If "Yes", refer to "Additional Attachments" under "What An Application Should Include" in the OJP solicitation (or application guidance) under which the applicant is submitting its application. If the solicitation/guidance describes the "Disclosure of Process related to Executive Compensation," the applicant nonprofit organization must provide as an attachment to its application a disclosure that satisfies the minimum requirements as described by OJP.			
For purposes of this questionnaire, an "audit" is conducted by an independent, accepted auditing standards (GAAS) or Generally Governmental Auditing Stan audit report with an opinion.			
10. Has the applicant entity undergone any of the following types of audit(s)(Ple	ease check	all that apply	/):
■ "Single Audit" under OMB A-133 or Subpart F of 2 C.F.R. Part 200			
Financial Statement Audit			
Defense Contract Agency Audit (DCAA)			
Other Audit & Agency (list type of audit):			
None (if none, skip to question 13)			
11. Most Recent Audit Report Issued: Within the last 12 months 2 years	Over	2 years ago	□ N/A
Name of Audit Agency/Firm: Clifton Larson Allen LLP			
AUDITOR'S OPINION			
12. On the most recent audit, what was the auditor's opinion?			
■ Unqualified Opinion		A: No audits	
Enter the number of findings (if none, enter "0": 1 Enter the dollar amount of questioned costs (if none, enter "\$0"): 544248			
Were material weaknesses noted in the report or opinion?	□Yes	No No	
13. Which of the following best describes the applicant entity's accounting system Manual Automated Combination of manual and automated	em:		
14. Does the applicant entity's accounting system have the capability to identify the receipt and expenditure of award funds separately for each Federal award?	Yes	□No □	Not Sure
15. Does the applicant entity's accounting system have the capability to record expenditures for each Federal award by the budget cost categories shown in the approved budget?	Yes	□No □	Not Sure
16. Does the applicant entity's accounting system have the capability to record cost sharing ("match") separately for each Federal award, and maintain documentation to support recorded match or cost share?	Yes	□No □	Not Sure

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17. Does the applicant entity's accounting system have the capability to accurately track employees actual time spent performing work for each federal award, and to accurately allocate charges for employee salaries and wages for each federal award, and maintain records to support the actual time spent and specific allocation of charges associated with each applicant employee?	Yes No Not Sure
18. Does the applicant entity's accounting system include budgetary controls to preclude the applicant entity from incurring obligations or costs that exceed the amount of funds available under a federal award (the total amount of the award, as well as the amount available in each budget cost category)?	Yes No Not Sure
19. Is applicant entity familiar with the "cost principles" that apply to recent and future federal awards, including the general and specific principles set out in 2 C.F.R Part 200?	Yes No Not Sure
PROPERTY STANDARDS AND PROCUREMENT	STANDARDS
20. Does the applicant entity's property management system(s) maintain the following information on property purchased with federal award funds (1) a description of the property; (2) an identification number; (3) the source of funding for the property, including the award number; (4) who holds title; (5) acquisition date; (6) acquisition cost; (7) federal share of the acquisition cost; (8) location and condition of the property; (9) ultimate disposition information?	Yes No Not Sure
21. Does the applicant entity maintain written policies and procedures for procurement transactions that (1) are designed to avoid unnecessary or duplicative purchases; (2) provide for analysis of lease versus purchase alternatives; (3) set out a process for soliciting goods and services, and (4) include standards of conduct that address conflicts of interest?	Yes No Not Sure
22. a) Are the applicant entity's procurement policies and procedures designed to ensure that procurements are conducted in a manner that provides full and open competition to the extent practicable, and to avoid practices that restrict competition?	Yes No Not Sure
22. b) Do the applicant entity's procurement policies and procedures require documentation of the history of a procurement, including the rationale for the method of procurement, selection of contract type, selection or rejection of contractors, and basis for the contract price?	Yes No Not Sure
23. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from entering into a procurement contract under a federal award with any entity or individual that is suspended or debarred from such contracts, including provisions for checking the "Excluded Parties List" system (www.sam.gov) for suspended or debarred sub-grantees and contractors, prior to award?	Yes No Not Sure
TRAVEL POLICY	
24. Does the applicant entity:	
(a) maintain a standard travel policy?	
(b) adhere to the Federal Travel Regulation (FTR)? Type Yes No	
SUBRECIPIENT MANAGEMENT AND MONIT	FORING
25. Does the applicant entity have written policies, procedures, and/or guidance designed to ensure that any subawards made by the applicant entity under a federal award (1) clearly document applicable federal requirements, (2) are appropriately monitored by the applicant, and (3) comply with the requirements in 2 CFR Part 200 (see 2 CFR 200.331)?	Yes No Not Sure N/A - Applicant does not make subawards under any OJP awards

Approved: OMB No. 1121-0329 Expires 12/31/2023

26. Is the applicant entity aware of the differences between subawards under federal awards and procurement contracts under federal awards, including the different roles and responsibilities associated with each?	Yes No Not Sure N/A - Applicant does not make subawards under any OJP awards
27. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from making a subaward under a federal award to any entity or individual is suspended or debarred from such subawards?	Yes No Not Sure N/A - Applicant does not make subawards under any OJP awards
DESIGNATION AS 'HIGH-RISK' BY OTHER FEDER	AL AGENCIES
28. Is the applicant entity designated "high risk" by a federal grant-making agency outside of DOJ? (High risk includes any status under which a federal awarding agency provides additional oversight due to the applicant's past performance, or other programmatic or financial concerns with the applicant.) If "Yes", provide the following:	Yes No Not Sure
(a) Name(s) of the federal awarding agency:	
(b) Date(s) the agency notified the applicant entity of the "high risk" designation:	
(c) Contact information for the "high risk" point of contact at the federal agency:	
Name:	
Phone:	
Email:	
(d) Reason for "high risk" status, as set out by the federal agency:	
CERTIFICATION ON BEHALF OF THE APPLICA (Must be made by the chief executive, executive director, chief financial representative ("AOR"), or other official with the requisite know	officer, designated authorized
On behalf of the applicant entity, I certify to the U.S. Department of Justice that complete and correct to the best of my knowledge. I have the requisite authori certification on behalf of the applicant entity.	the information provided above is ty and information to make this
Name: Troy Thompson	Date: August 2, 2022
Title: Executive Director Chief Financial Officer Chairman	
Other:	
Phone: 307-633-4260	
1	

Duuyet anu Associateu Documentation

Year 1	Total
Person nel	\$0.00
Fringe	\$0.00
Benefits Travel	\$0.00
Equipm	\$0.00
ent Supplie	\$0.00
s Constru	\$0.00
ction SubAw	\$0.00
ards Procure	\$0.00
ment Contrac	
ts Other	\$0.00
Costs Total	\$0.00
Direct Costs	
Indirect Costs	\$0.00
Total Project Costs	\$0.00

Total **Project** Cost **Breakdown**

> Total Percentage

Federal

Funds

Match	
Amount Progra	
m	
Income	
Amount	

DOES THIS BUDGET CONTAIN CONFERENCE COSTS WHICH IS DEFINED BROADLY TO INCLUDE _____ MEETINGS, RETREATS, SEMINARS, SYMPOSIA, AND TRAINING ACTIVITIES?

Additional Application Components

Research and Evaluation Independence and Integrity Statement

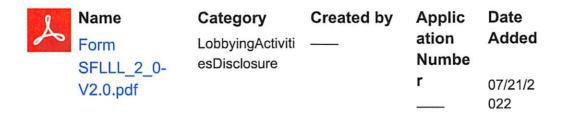
No documents have been uploaded for Research and Evaluation Independence and Integrity Statement

Additional Attachments

No documents have been uploaded for Additional Attachments

Disclosures and Assurances

Disclosure of Lobbying Activities



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Disclosure of Duplication in Cost Items

No. [Applicant Name on SF-424] does not have (and is not proposed as a subrecipient under) any pending applications submitted within the last 12 months for federally funded grants or cooperative agreements (or for subawards under federal grants or cooperative agreements) that request funding to support the same project being proposed in this application to OJP and that would cover any identical cost items outlined in the budget submitted as part of this application.

OMB APPROVAL NUMBER 1121-0140

EXPIRES 05/31/2019

U.S. DEPARTMENT OF JUSTICE

CERTIFIED STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

- (1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.
- (2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.
- (3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application-
 - a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
 - and regulations applicable to the award;

 h the Applicant will require all subrecipients to comply with all applicable award.

- D. The Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.
- (4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition-
 - a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
 - b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
 - c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
 - d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.
- (5) The Applicant also understands that (in addition to any applicable programspecific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).
- (6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).
- (7) I assure that the Applicant will give the Department and the Government

opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

- (8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Applicant will require that, throughout the period of performance-
 - a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
 - b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.
- (9) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application
 - a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.
- (10) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable lawincluding, but not limited to, the Indian Self- Determination and Education Assistance Act-seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).
- (11) If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application 7/21/22, 1:57 PM **Grant Package**

man it supports, may be the subject of chiminal prosecution (including under to U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Signed

SignerID

Signing Date / Time

U.S. DEPARTMENT OF JUSTICE

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; LAW ENFORCEMENT AND COMMUNITY POLICING

Applicants should refer to the regulations and other requirements cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations or other cited requirements before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, 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 the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If the Applicant's request for Federal funds is in excess of \$100,000, and 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 grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and
- (c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

- A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals--
- (a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;
- (c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or
- (d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.
- B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was

attach an explanation to this application. Tyricle the Applicant of any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

- A. The Applicant certifies and assures 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 its workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about--
- (1) The dangers of drug abuse in the workplace;
- (2) The Applicant'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 award 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 award, the employee will--
- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the Department, 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 of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
- (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;
- (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; and
- (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).
- 5. LAW ENFORCEMENT AGENCY CERTIFICATION REQUIRED UNDER DEPARTMENT OF JUSTICE DISCRETIONARY GRANT PROGRAMS ("SAFE POLICING CERTIFICATION")

If this application is for a discretionary award pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to a State, local, college, or university law enforcement agency, the Applicant certifies that any such law enforcement agency to which funds will be made available has been certified by an approved independent credentialing body or has started the certification process. To become certified, a law enforcement agency must meet two mandatory conditions:

- (a) the agency's use of force policies adhere to all applicable federal, State, and local laws; and
- (b) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law.

For detailed information on this certification requirement, see https://cops.usdoj.gov/SafePolicingEO.

The Applicant acknowledges that compliance with this safe policing certification requirement does not ensure compliance with federal, state, or local law, and that such certification shall not constitute a defense in any federal lawsuit. Nothing in the safe policing certification process or safe policing requirement is intended to be (or may be) used by third parties to create liability by or against the United States or any of its officials, officers, agents or employees under any federal law. Neither the safe policing certification process nor the safe policing certification requirement is intended to (or does) confer any right on any third-person or entity seeking relief against the United States or any officer or employee thereof. No person or entity is intended to be (or is) a third-party beneficiary of the safe policing certification process, or, with respect to the safe policing certification requirement, such a beneficiary for purposes of any civil, criminal, or administrative action.

6. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382(c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Certified	
SignerID	
Signing Da	ate / Time

Other Disclosures and Assurances No documents have been uploaded for Other Disclosures and Assurances

Declaration and Certification to the U.S. Department of Justice as to this Application **Submission**

By [taking this action], I --

- 1. Declare the following to the U.S. Department of Justice (DOJ), under penalty of perjury: (1) I have authority to make this declaration and certification on behalf of the applicant; (2) I have conducted or there was conducted (including by the applicant's legal counsel as appropriate, and made available to me) a diligent review of all requirements pertinent to and all matters encompassed by this declaration and certification.
- 2. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this application submission: (1) I have reviewed this application and all supporting materials submitted in connection therewith (including anything submitted in support of this application by any person on behalf of the applicant before or at the time of the application submission and any materials that accompany this declaration and certification); (2) The information in this application and in all supporting materials is accurate, true, and complete information as of the date of this request; and (3) I have the authority to submit this application on behalf of the applicant.
- 3. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including

Signed

SignerID snewland@laramiecounty.com Signing Date / Time 7/21/22 3:42 PM

Other

No documents have been uploaded for Other

Not Certified

U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS

Edward Byrne Justice Assistance Grant Program FY 2022 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2022 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

- 1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
- 2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
- 3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (*e.g.*, city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
- 4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
- 5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
- 6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

Signature of Chief Executive of the Applicant Unit of Local Government	Date of Certification	
Printed Name of Chief Executive	Title of Chief Executive	
Name of Applicant Unit of Local Government	Title of Chief Executive	
Name of Applicant Unit of Local Government	-	

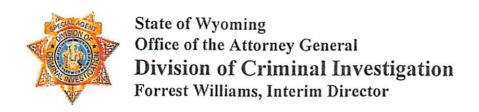
2022 Wyoming LOCAL JAG ALLOCATIONS

Listed below are all jurisdictions in the state that are eligible for FY 2022 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here: https://bjs.ojp.gov/library/publications/justice-assistance-grant-jag-program-2021 and current JAG Frequently Asked Questions here: https://bja.ojp.gov/program/jag/frequently-asked-questions.

Finding your jurisdiction:

- (1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.
- (2) Direct allocations are listed alphabetically below the shaded, disparate groupings.
- (3) Counties that have an asterisk (*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: https://www.bja.gov/Funding/JAGMOU.pdf. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

tate	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
WY	ALBANY COUNTY	County	*	
WY	LARAMIE CITY	Municipal	\$11,522	\$11,522
WY	FREMONT COUNTY	County	* 1200	
WY	RIVERTON CITY	Municipal	\$10,223	\$10,223
WY	LARAMIE COUNTY	County	\$13,631	
WY	CHEYENNE CITY	Municipal	\$54,443	\$68,074
WY	NATRONA COUNTY	County	\$10,954	
WY	CASPER CITY	Municipal	\$32,212	\$43,166
WY	SWEETWATER COUNTY	County	*	
WY	ROCK SPRINGS CITY	Municipal	\$11,765	\$11,765
WY	CAMPBELL COUNTY	County	\$16,552	
WY	GILLETTE CITY	Municipal	\$12,982	
WY	WIND RIVER TRIBE	Tribal	\$19,554	
	Local total		\$193,838	



Mark Gordon Governor Bridget Hill Attorney General

June 9, 2021

Re: NIBRS Certification/Reporting

To whom it may concern,

I supervise Wyoming's Uniform Crime Reporting Program. The Cheyenne Police Department became a Certified National Incident Based Reporting System (NIBRS) contributor on February 3, 2021. They have successfully reported their incidents to us for January, February, March and April of 2021. The May 2021 submission is not due to us until June 20, 2021. Please contact me at (307)777-8665 or at jeff.cullen@wyo.gov if you have any questions or concerns.

Sincerely,

Jeff Cullen

CJIS Programs Supervisor





415 W. 18th Street · Cheyenne, WY 82001 · Phone (307) 637-6500 · Fax (307) 637-6558 · www.cheyennepd.org

June 9, 2021

RE: NIBRS Certification/Reporting

To whom it may concern:

The Cheyenne Police Dept went live with the federally mandated National Incident Based Reporting System (NIBRS) in January 2021. The Cheyenne Police Dept has successfully submit our incidents for January, February, March, and April. We currently have a 0% error rate. The Dept must submit 6 months' worth of data to become fully certified. We are projected to receive this certification in July 2021 with the submission of May and June incidents.

Please feel free to contact me with any questions or concerns at (307)637-6534 or at jsweeney@cheyennepd.org.

Jamie Sweeney

Records Manager

Enclosure: Cheyenne PD Error Rates and Common Errors Report

	Cheyenne	PD (WY0110100) - I	Error Rates and Con	nmon Errors between	January 2020	and June 2021	
Year and Month	Files Submitted	Records Submitted	Distinct Records Submitted	Records Rejected	Error Rate	Outstanding Records Rejected	Outstanding Error Rate
202104	3	1,095	1095	0	0%	0	0%
202105	1	430	430	0	0%	0	0%
Event Code	Common Erro	ors				Occurrences	Outstanding Occurrences
Event Code	Common Wa	rnings				Occurrences	Outstanding Occurrences
DQ1312	Theft from a I Radios/TVs/V	The second secon	Theft of Motor Vehicle	Parts reported with p	roperty descripti	on of	1

2022 BYRNE JUSTICE ASSISTANCE GRANT SUBGRANTEE AGREEMENT BETWEEN LARAMIE COUNTY AND THE CITY OF CHEYENNE

THIS 2022 BYRNE JUSTICE ASSISTANCE AGREEMENT ("Grant Agreement") (CFDA # 16.738) is made between Laramie County, State of Wyoming ("COUNTY"), whose address is 310 West 19th Street, Cheyenne, Wyoming 82001, and the City of Cheyenne (SUBGRANTEE), whose address is, 415 W. 18th Street, Cheyenne, Wyoming 82001. In consideration of the promises and covenants set forth below, the parties agree as follows:

- 1) Purpose of Grant Agreement. COUNTY shall provide Byrne Justice Assistance (JAG) grant funds to SUBGRANTEE in the amount set forth in Section 3, and SUBGRANTEE shall undertake and purchase cameras for crime scene documentation and overtime costs associated with community policing efforts in both foot and bicycle patrol. Performance by SUBGRANTEE of the requirements of this Grant Agreement and compliance with all JAG program rules and regulations is a condition to SUBGRANTEE'S receipt of monies hereunder.
- 2) Term of Grant Agreement and Required Approvals. This Grant Agreement is not effective until all parties have executed it and all required approvals have been granted. The term of the Grant Agreement is from October 1, 2022 through September 30, 2024 ("Term"); The Project shall be completed during the Term. No expenditures can occur before executed grant award agreement between Department of Justice and Laramie County.
- 3) Payment. COUNTY agrees to grant monies to SUBGRANTEE for performance of the Project, as invoices are submitted for work done in connection with the Project, completed in accordance with the requirements of this Agreement. The total payment to SUBGRANTEE under this Grant Agreement shall not exceed \$54,443.00("Grant Award"). Payment will be made following SUBGRANTEE'S delivery to COUNTY of invoices detailing services performed in connection with the Project in a form satisfactory to COUNTY.
- 4) <u>Responsibilities of Grantee Regarding the Project</u>. In undertaking and completing the Project, the SUBGRANTEE further agrees as follows:
 - a) <u>Professional Services</u>. The SUBGRANTEE agrees to perform all aspects of the Project in a professional manner and in accordance with the degree of care, competence and skills that would be exercised by a SUBGRANTEE under similar circumstances, to the satisfaction of the COUNTY.
 - b) Procurement and Administrative Regulations. SUBGRANTEE agrees to comply with federal procurement and administrative regulations as stated in 2 C.F.R. § 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations: as enacted in regulations by the U.S. Department of Health and Human Services.
 - c) <u>Compliance with Laws</u>. In the interpretation, execution, administration and enforcement of this Grant Agreement, SUBGRANTEE agrees to comply with all applicable state and federal laws, rules, and regulations, including but not limited to:

- i) SUBGRANTEE agrees to comply with all federal requirements governing grant agreements that are applicable, including but not limited to 2 C.F.R. § 230; Cost Principles for Non Profit Organizations; and OMB Circular A-133 Audits of State and Local Governments. The Single Audit Act of 1984, 31 U.S.C. §§ 7501-7 further defines auditing responsibilities and SUBGRANTEE agrees to comply therewith.
- ii) SUBGRANTEE further covenants that the Project will be conducted and administered in conformity with the Civil Rights Act of 1964,42 U.S.C. § 2000 et seq. and the Fair Housing Act, 42 U.S.C. § 3601 et seq. and that it will affirmatively further fair housing.
- iii) SUBGRANTEE shall comply with "Equal Opportunity in Federal Employment", Exec. Order No. 11, 246, 30 Fed. Reg. 12,319 (1965) as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967); as supplemented in the Department of Labor regulations, 41 C.F.R. § 60 (1998), the Civil Rights Act of 1964, 42 U.S. C. § 2000 et seq., the Wyoming Fair Employment Practices Act, Wyo. Stat. § 27-9-105 et seq., and any rules and regulations related thereto. SUBGRANTEE shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., and any rules and regulations related thereto. SUBGRANTEE shall assure that no person is discriminated against based on the grounds of sex, race, religion, national origin or disability in connection with the performance of this Grant Agreement.
- d) Monitor Activities. The COUNTY shall have the right to monitor all activities of the SUBGRANTEE related to this Grant Agreement. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe all SUBGRANTEE personnel in every phase of performance of work related to this Grant Agreement.
- e) <u>Retention of Records</u>. SUBGRANTEE agrees to retain all records related to the Project which are required to be retained pursuant to this Agreement or the JAG program rules and regulations for three (3) years following COUNTY's date of notice to SUBGRANTEE of administrative closeout of the Grant.
- f) Prohibition on Lobbying. In accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the SUBGRANTEE or its subcontractors in connection with lobbying Congressmen, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement or loan.
- g) Reporting. Within 15 calendar days at the conclusion of each calendar quarter during the Term of this Grant Agreement, SUBGRANTEE shall furnish COUNTY with a report of activities occurring under grant.
- h) <u>Suspension and Debarment</u>. By signing this agreement, SUBGRANTEE certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from 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) and CFR 44 Part 17, or are on the disbarred vendors list. Further, SUBGRANTEE agrees to notify agency by certified mail should it or any of its agents become debarred, suspended, or voluntarily excluded during the term of this agreement.
- i) Federal Audit Requirements. SUBGRANTEE agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000) or more in federal funds during its fiscal year, it must undergo and organization-wide financial and compliance single audit. SUBGRANTEE agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and OMB Circular A-133, Audits and States, Local Governments, and Non-Profit Organizations. If findings are made which cover any part of this award, SUBGRANTEE shall provide one copy of the audit report to COUNTY and require the release of the audit report by its auditor to be held until adjusting entries are disclosed and made to COUNTY records.
- 5) Responsibilities of County. COUNTY will, at its discretion, assist in providing SUBGRANTEE access to information, including without limitation providing SUBGRANTEE with information concerning JAG program requirements, rules and regulations and other statutes and regulations referred to herein, and will cooperate with SUBGRANTEE whenever possible. COUNTY shall have no obligations, other than those specifically set forth herein, regarding the Project or its performance.

6) Special Provisions.

- a) <u>Limitation on Payments</u>. COUNTY's obligation to pay SUBGRANTEE for Project activities rendered pursuant to this Grant Agreement is conditioned upon the availability of state or federal government funds that are allocated to pay SUBGRANTEE hereunder. If grant agreement monies are not allocated and available for COUNTY to pay SUBGRANTEE for the performance of the Project, COUNTY may terminate this Grant Agreement at any time in its discretion without further liability or obligation hereunder.
 - COUNTY shall notify SUBGRANTEE at the earliest possible time if this Grant Agreement will or may be affected by a shortage or unavailability of funds. No liability shall accrue to COUNTY in the event termination of this Grant Agreement occurs or this Grant Agreement is affected in any other way by a lack of funds. COUNTY shall not be obligated or liable for any future payments due or promised hereunder or for any damages to SUBGRANTEE or any other person or entity as a result of termination under this section.
- b) No Finder's Fees. No finder's fee, employment agency fee, broker fee or other such fee related to this Grant Agreement shall be paid by either party.
- c) Office Space. SUBGRANTEE will not include charges or seek reimbursement in any invoice submitted to COUNTY for office or building space of any kind obtained by SUBGRANTEE for the performance of the Project. SUBGRANTEE will make no charge for office or building space unless specific provisions are included for such in this Grant

- Agreement. Under no circumstances will SUBGRANTEE be allowed to purchase office equipment with funds received through this Grant Agreement.
- d) <u>Minority Business Enterprise</u>. SUBGRANTEE is strongly encouraged to actively promote and encourage maximum participation of Minority Business Enterprises (MBE) as sources of supplies, equipment, construction and services in connection with performance of the Project.
- e) <u>Budget Transfer Limitation</u>. SUBGRANTEE agrees it will not exceed any of the line item totals listed on Attachment A by more than twenty percent (20%) without prior approval from COUNTY. Such changes will not result in any change in the total Project costs, or a change in the Grant amount.
- 7) <u>Default and Remedies</u>. In the event SUBGRANTEE defaults or is deficient in the performance of any term of this Grant Agreement or any requirements of the JAG program rules and regulations, then COUNTY and/or Wyoming Department of Family Services shall have the right to exercise all remedies provided by law or in equity, including without limitation:
 - a) Immediately terminating this Grant Agreement without further liability or obligation of COUNTY;
 - b) Issuing a letter of warning advising SUBGRANTEE of the deficiency and putting the GRANTEE on notice that additional action will be taken if the deficiency is not corrected or is repeated;
 - c) Recommending, or requesting SUBGRANTEE to submit proposals for corrective actions, including the correction or removal of the causes of the deficiency;
 - d) Advising SUBGRANTEE that a certification will no longer be acceptable and that additional assurances will be required in such form and detail as COUNTY and Wyoming Department of Family Services may require.
 - e) Advising SUBGRANTEE to suspend disbursement of funds for the deficient activity;
 - f) Advising SUBGRANTEE to reimburse any amounts improperly expended and reprogram the use of the funds in accordance with applicable requirements;
 - g) Changing the method of payment to SUBGRANTEE; and/or
 - h) Reducing, withdrawing, or adjusting the amount of the Grant.
- 8) General Provisions.
 - a) <u>Amendments</u>. Any changes, modifications, revisions or amendments to this Grant Agreement which are mutually agreed upon in writing by the parties hereto shall be incorporated by written instrument, signed by all parties to this Grant Agreement.

- b) Applicable Law/Venue. The construction, interpretation and enforcement of this Grant Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Grant Agreement and the parties, and venue for any action shall be in the First Judicial District, Laramie County, Wyoming.
- c) <u>Assignment.</u> Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Grant Agreement without the prior written consent of the other party. In the event there is a sub-grant(s) under this Grant Agreement, SUBGRANTEE shall include all of the provisions of this Grant Agreement in every subgrant agreement awarded and shall make such provisions binding on each sub-grantee as if it were the SUBGRANTEE hereunder. SUBGRANTEE shall not use this Grant Agreement, or any portion thereof, for collateral for any financial obligation, without the prior written permission of COUNTY.
- d) <u>Assumption of Risk</u>. SUBGRANTEE shall be responsible for any loss of state or federal funding, either administrative or program dollars, due to SUBGRANTEE'S failure to comply with this Agreement and all state or federal DOJ requirements. COUNTY shall notify SUBGRANTEE of any state or federal determination of noncompliance.
- e) Attorneys' Fees. If COUNTY has to enforce this Grant Agreement as a result of a default in the performance of this Grant Agreement, COUNTY shall be entitled to its reasonable attorneys' fees and costs incurred in such enforcement.
- f) Confidentiality of Information: The SUBGRANTEE acknowledges that information it may receive or have access to as a result of its performance under this agreement may be confidential pursuant to law. SUBGRANTEE agrees that it shall comply with all applicable law and regulation, whether state or federal, in the collection, maintenance and release of such information. COUNTY and its agents, or authorized representatives, shall have access to all confidential information in accordance with the requirements of state and federal laws and regulations. Any other parties will be granted access to confidential information only after complying with the requirements of state and federal laws and regulations pertaining to such access. Nothing herein shall prohibit the disclosure of information in summary form, including the publishing of reports of services provided in this Grant Agreement, so long as the identity of the client remains confidential and all other requirements of law or regulation are met.
- g) Conflict of Interest: The SUBGRANTEE and COUNTY confirm that, to their knowledge, no COUNTY employee has any personal or beneficial interest whatsoever in the services described herein. No staff member of the SUBGRANTEE, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity that would constitute a conflict of interest relative to this Agreement.
- h) Entirety of Grant Agreement: This Grant Agreement (8 pages) and Attachment A, Byrne JAG 2022 Application (59), and Attachment B, COUNTY's agreement with the Department of Justice (11 pages) represent the entire and integrated Grant Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

- i) Indemnification: Each party to this CONTRACT shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other. SUBGRANTEE shall be solely liable and responsible for all acts or omissions in connection with the Project or the performance of the Project or this Agreement (including without limitation the acts, omissions or performance of the Project or this Agreement by any sub-grantee), including without limitation all Claims arising in connection therewith, and COUNTY (its officers, agents, employees, successors and assigns) shall have no liability to SUBGRANTEE, any sub-grantee or any third party for, and shall be released from, all such Claims.
- j) Independent Contractor: SUBGRANTEE shall function as an independent contractor for the purposes of this Grant Agreement, and shall not be considered an employee of COUNTY for any purpose. SUBGRANTEE shall assume sole responsibility for any debts or liabilities that may be incurred by the SUBGRANTEE in fulfilling the terms of this Grant Agreement, and shall be solely responsible for the payment of all federal, state and local taxes that may accrue because of this Grant Agreement. Nothing in this Grant Agreement shall be interpreted as authorizing SUBGRANTEE or its agents and/or employees to act as an agent or representative for or on behalf of COUNTY, or to incur any obligation of any kind on the behalf of COUNTY. SUBGRANTEE agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to COUNTY employees will inure to the benefit of SUBGRANTEE or SUBGRANTEE'S agents and/or employees as a result of this Grant Agreement.
- k) <u>Kickbacks</u>: SUBGRANTEE warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Grant Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Grant Agreement.
- 1) Notices: All notices arising out of, or from, the provisions of this Grant Agreement shall be in writing and given to the parties at the address provided under this Grant Agreement, either by regular U.S. mail or delivery in person. Delivery shall be deemed to have occurred 3 days following deposit in the U.S. mail or upon delivery in person.
- m) Grantee to Keep Informed: The SUBGRANTEE shall keep fully informed of all federal and state laws, local laws, regulations and all other orders and decrees of bodies or tribunals having any jurisdiction or authority which may, in any manner, affect the duties and responsibilities to be performed by SUBGRANTEE under the terms and conditions of this Grant Agreement.
- n) Patent or Copyright Protection. SUBGRANTEE recognizes that certain proprietary matters, techniques or information may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by the SUBGRANTEE or its sub-grantees hereunder in connection with the Project will infringe any such rights of any person or entity nor will it violate any restriction. SUBGRANTEE shall defend, indemnify and hold harmless COUNTY from any infringement, violation or alleged infringement or violation of any such patent, trademark, copyright, license or other restrictions.

- o) <u>Prior Approval</u>: This Grant Agreement shall not be binding upon either party, no services shall be performed under the terms of this Grant Agreement, and no funds will be disbursed hereunder until all necessary approvals and actions have occurred as determined by COUNTY in its discretion and this Grant Agreement has been reduced to writing and signed by both parties.
- p) <u>Severability:</u> Should any portion of this Grant Agreement be judicially determined to be illegal or unenforceable, the remainder of the Grant Agreement shall continue in full force and effect as if the illegal or unenforceable term was omitted.
- q) Governmental Immunity: COUNTY and SUBGRANTEE do not waive their governmental immunity, as provided by any applicable law including W.S. 1-39-101 et seq., by entering into this Agreement. Further, COUNTY and SUBGRANTEE fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.
- r) <u>Taxes</u>: SUBGRANTEE shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to social security taxes, workers' compensation, unemployment insurance and sales taxes in connection with performance of the Project and this Grant Agreement.
- s) <u>Time is of the Essence</u>: Time is of the essence in the performance by SUBGRANTEE of all provisions of the Grant Agreement.
- t) Waiver: The waiver of any breach of any term or condition in this Grant Agreement shall not be deemed a waiver of any prior or subsequent breach.
- u) <u>Titles Not Controlling</u>: Titles of sections are for reference only, and shall not be used to construe the language in this Grant Agreement.
- v) Third Party Beneficiary Rights: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Grant Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Grant Agreement shall operate only between and for the benefit of the parties to this Grant Agreement.

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9) <u>Signatures</u>. By signing this Grant Agreement, the parties represent and warrant that they have read and understood it, that they agree to be bound by the terms of the Grant Agreement, that they have the authority to sign it, and that they have received a signed and dated copy of the Grant Agreement.

The effective date of this Grant Agreement is the date of the signature last affixed to this page.

LARAMIE COUNTY, WYOMING

Laramie County Attorney's Office

Gunnar Malm, Chairman By: Debra Lee, Laramie County Clerk Date: CITY OF CHEYENNE Patrick Collins, Mayor Date: By: Date: REVIEWED AND APPROVED AS TO FORM ONLY

Date