

RESOLUTION NO.

CONSIDERATION OF A RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE DEPARTMENT OF JUSTICE FOR A FY2023 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT IN THE AMOUNT OF \$77,820.00 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 OFFICE AND THE CITY OF CHEYENNE POLICE DEPARTMENT FOR SUPPLIES, OVERTIME, and NIBRS COMPLIANCE (City \$57,998 and County \$19,822).

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 \$77,820.00 be submitted to the Department of Justice for consideration of assistance in funding the Laramie County Sheriff's Office 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 Bay, 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 15th DAY OF AUGUST 2023.

By: _____
Laramie County Chairman


Date: _____

ATTEST:

Debra Lee, Laramie County Clerk

Date: _____

Received and Approved as to Form only By:



Laramie County Attorney's Office

Date: 8/19/23

If you have questions please contact the Grants.gov Contact Center: support@grants.gov
1-800-518-4726 24 hours a day, 7 days a week. Closed on federal holidays.

The following application tracking information was generated by the system:

Grants.gov Tracking Number:	GRANT13952262
UEI:	E9DLJC1HGNQ8
Submitter's Name:	Sandra L Newland
CFDA Number:	16.738
CFDA Description:	Edward Byrne Memorial Justice Assistance Grant Program
Funding Opportunity Number:	O-BJA-2023-171790
Funding Opportunity Description:	BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation
Agency Name:	Bureau of Justice Assistance
Application Name of this Submission:	Laramie County, Wyoming & City of Cheyenne
Date/Time of Receipt:	Aug 07, 2023 12:31:21 PM EDT

TRACK MY APPLICATION – To check the status of this application, please click the link below:

https://apply07.grants.gov/apply/spoExit.jsp?p=web/grants/applicants/track-my-application.html&tracking_num=GRANT13952262

It is suggested you Save and/or Print this response for your records.

Sandra Newland

From: Default <do-not-reply@ojp.usdoj.gov>
Sent: Monday, August 7, 2023 10:32 AM
To: Sandra Newland
Subject: ACTION REQUIRED: Complete Application A-480054 by August 31, 2023

Attention: This email message is from an **external(non-County)** email address. Please exercise caution and/or verify authenticity before opening the email/attachments/links from an email you aren't expecting.



Application GRANT13952262 for BJA FY 23 JAG LOCAL was started in [Grants.gov](https://www.grants.gov) by Sandra Newland. Please complete application submission in [JustGrants](https://www.justgrants.gov) by Aug 31, 2023 8:59 PM ET.

If the Application Submitter is no longer Sandra Newland, please contact your Entity Administrator, SANDRA NEWLAND, to update this assignment.

[Access Application Submission training and reference materials](#) to learn more about the Application Submission process.

For technical support or to report issues with JustGrants —

- COPS Office and OJP applicants should contact JustGrants.Support@usdoj.gov or 833-872-5175.
- OVW applicants and award recipients should contact OVW.JustGrantsSupport@usdoj.gov or 866-655-4482

For more information go to www.justicegrants.usdoj.gov
JustGrants is operated under the U.S. Department of Justice

Draft

Standard Applicant Information

Project Information

Project Title	Proposed Project Start Date	Proposed Project End Date
The Laramie County Sheriff's Office and the City of Cheyenne Police Department are applying jointly for community policing activities and equipment.	10/1/23	9/30/27
Federal Estimated Funding (Federal Share)	Applicant Estimated Funding (Non-Federal Share)	Program Income Estimated Funding
77820.0	0.0	0.0
Total Estimated Funding		
77820.0		

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 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

Miss

Application POC First Name

Sandra

Application POC Middle Name

Application POC Last Name

(Newland) Bay

Application POC Suffix Name

Organizational Affiliation

Laramie County, Wyoming

Title

Grants Manager

Email ID

sandra.newland@laramiecountywy.gov

Phone Number

3076334201

Fax Number

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 (3)

	Name	Date Added
	Form SF424_4_0-V4.0.pdf	8/7/23

	Name	Date Added
	Form SFLLL_2_0-V2.0.pdf	8/7/23

	Name	Date Added
	GrantApplication.xml	8/7/23

Authorized Representative

Authorized Representative Information

Prefix Name

First Name	Middle Name	Last Name	Suffix Name
Troy	—	Thompson	—
Title			
Commissioner			

Verify Legal Name, Doing Business As, and Legal Address

Legal Name	Doing Business As
LARAMIE COUNTY GOVERNMENT	

UEI
E9DLJC1HGNQ8

Legal Address

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

08/07/2023 12:43 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



The disparate jurisdictions of Laramie County Wyoming and City of Cheyenne will use JAG funds for duty gear equipment, NIBRS compliance and community policing overtime. Specifically, the Laramie County Sheriff's Office will use JAG funds to purchase duty belt gear for patrol officers along with using a portion of the funds for NIBRS compliance. The City of Cheyenne Police Department will use JAG funds to support community-policing programs, which have an impact beyond that of the traditional law enforcement response methods.

Proposal Narrative

	Name	Category	Created by	Application Number	Date Added	
	Byrne JAG 2023 Narrative.docx	Proposal Narrative	Sandra Newland	---	08/08/2023	

Budget and Associated Documentation

Budget Summary

Budget / Financial Attachments

Budget Worksheet and Budget Narrative

	Name	Category	Created by	Application Number	Date Added	
	Budget Narrative 23.docx	Budget Worksheet and Budget Narrative (attachment)	Sandra Newland	---	08/08/2023	

	Name	Category	Created by	Application Number	Date Added	
	Byrne JAG 23 Budget.XLSM	Budget Worksheet and Budget Narrative (attachment)	Sandra Newland	---	08/08/2023	

Indirect Cost Rate Agreement

No documents have been uploaded for Indirect Cost Rate Agreement

Financial Management Questionnaire (Including applicant disclosure of high-risk status)



Name
FinancialCapabi

Category
Financial Management and System of Internal Controls Questionnaire (including applicant disclosure of high-risk status)

Created by
Sandra Newland

Application Number
—

Date Added
08/08/2023



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 and Associated Documentation

Year 1	Total
Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Construction	\$0.00
SubAwards	\$0.00
Procurement	\$0.00

**Contract
s**

Other Costs	\$0.00
Total Direct Costs	\$0.00
Indirect Costs	\$0.00
Total Project Costs	\$0.00

**Total
Project
Cost
Breakdown**

	Total	Percentage
Federal Funds	—	—
Match Amount	—	—
Program 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

	Name	Category	Created by	Application Number	Date Added	
	Byrne JAG 2023 Subgrantee Agreement-DRAFT.doc	Memorandum of Understanding (if applicable)	Sandra Newland	—	08/08/2023	

Disclosures and Assurances

Disclosure of Lobbying Activities

	Name	Category	Created by	Application Number
	Form SFLLL_2_0-V2.0.pdf	LobbyingActivitiesDisclosure	—	—

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.

DOJ Certified Standard Assurances



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;
- b. 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 program-specific 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

Accountability Office, through any authorized representative, access to, and 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 law--including, 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 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

Please Acknowledge *

Signed

SignerID

sandra.newland@laramiecountywy.gov

Signing Date / Time

8/8/23 6:46 PM

DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements; Law Enforcement and Community Policing

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

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)

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 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

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; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; 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

including certifications provided in connection with such awards, are subject to review by

1

Please Acknowledge *

Certified

SignerID

sandra.newland@laramiecountywy.gov

Signing Date / Time

8/8/23 6:46 PM

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 under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Please Acknowledge *

Signed

SignerID

sandra.newland@laramiecountywy.gov

Signing Date / Time

8/8/23 6:46 PM

Other

No documents have been uploaded for Other

Not Certified

Byrne JAG 2023 Narrative

The Byrne JAG FY23 grant application is comprised of a partnership between the Laramie County Sheriff's Office 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 Office and one for the Police Department.

A. Laramie County Sheriff's Office

Duty Belt Supplies	\$ 19,227.34
NIBRS Compliance (3%)	\$ 594.66
TOTAL	\$ 19,822.00

Description of the Issues

Grant funds are being requested to obtain funding for needed supplies for the Laramie County Sheriff's Office. 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 ~\$570, the Sheriff's Office is requesting approximately 33 sets. 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 Laramie County Sheriff's Office is requesting \$594.66 to remain NIBRS compliant (3% of total). These funds will be used to train staff and maintain/upgrade computer systems as necessary. The costs listed above directly coordinate with our activity goals and project identifiers as outlined in the Project Abstract.

Statement of Problem

The Laramie County Sheriff's Office acknowledges the vital role played by law enforcement officers in safeguarding the citizens of Laramie County. Yet, the current lack of essential duty gear significantly hampers the efficiency and effectiveness of our deputies in fulfilling their duties. This inadequacy poses a severe risk to both the officers and the community, as they are not adequately equipped to handle various law enforcement scenarios, which include handling emergencies, protecting students and staff in rural schools, and ensuring public safety. The Laramie County Sheriff's Office will purchase the duty belts, duty belt accessories, and boots for newly hired deputies and newly staff School Resource Officers. This will allow the department to remain competitive with surrounding agencies by being able to provide new hires with this equipment.

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 and School Resource Officers. 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 Office 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 Office.

The staff at the Laramie County Sheriff's Office 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 Office 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 Office 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

Overtime Costs (Salary)	\$49,300.00
Overtime Costs (Benefits)	\$8,698.00
<u>TOTAL:</u>	<u>\$57,998.00</u>

Description of the Issues

The City of Cheyenne Police Department has several community policing programs, which aim to reduce crime while also tending to the needs of a broad group of community members experiencing challenges, which are not easily remedied through the classic criminal justice approach. Funding from this grant would be used to support programs, which have an impact beyond that of the traditional law enforcement response methods.

Currently, officers of the Cheyenne Police Department spend the majority of their time responding to calls for service after a crime has taken place. There is little time for officers to proactively patrol areas to act as a visual deterrent, and there is also not much available time for officers to connect with the community and show they do not only enforce laws, but are also a part of the community. Often times, officers are also not able to effectively handle incidents that fall outside the realm of criminal justice but have tended to obligatorily fall on the shoulders of officers to handle due to a lack of resources. Examples of this include persons who are mentally ill and commit crimes due in part because of such illness, persons who experience homelessness because they cannot functionally and independently find a lawful way to meet their basic needs, and persons who are experiencing a mental health crisis and need ongoing assistance to better avoid reaching a point of crisis in the future.

A continual issue in Cheyenne is that of crimes being committed by persistent offenders who are not in need of treatment or assistance. These persons readily identify individuals and locations which can be easily targeted for criminal purposes. The Cheyenne Police Department recently created a Crime Prevention Unit to aid residents and business owners in hardening their homes and properties to make those locations less susceptible to being targeted by persons with criminal intent. Along with this approach is a need to integrate law enforcement efforts with

technology, statistics and analytics. By identifying where crimes are most likely to occur, who is committing those crimes, and what types of crime are most common, further efforts can be made to reduce all crime types. Having overtime funds available to identify issues, seek out criminal actors, and efficiently route those offenders through the criminal justice system would help in reducing the overall crime rate in Cheyenne.

Project Design and Implementation

By offering overtime opportunities following problem-oriented policing and crime diversion approaches, the Cheyenne Police Department aims to enable officers and community stakeholders to serve the public in a diverse manner. Overtime funding through this grant would enable officers to work to reduce numbers of Cheyenne residents experiencing homelessness. The agency would also be able to divert persons experiencing mental health crises away from the criminal justice system and into a treatment-based, mental health clinician assisted program that exists in a cooperative manner between these professionals and the police. Crime reduction efforts based on the SARA (Scan, Analyze, Respond, Assess) model also would aid in reducing crime by placing officers in areas experiencing the highest rates of crime, targeting those who repeatedly victimize community members, and effectively determining which crime types need immediate and proactive intervention. A goal of the Cheyenne Police Department is to reduce crime through community and stakeholder collaboration. This overtime funding would allow such teamwork to have the largest impact on crime reduction efforts by using a multi-faceted approach which incorporates timely responses, analytical guidance, modern day practices and a focus on making Cheyenne a better place for all, whether they live here or a simply passing through.

The Cheyenne Police Department intends to continue implementation of a problem-oriented 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 SARA model 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 892 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 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 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 Office and the Cheyenne Police Department wish to move forward with their allocations determined by the JAG formula in requesting a total grant award of \$77,820.00. 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 continue meaningful implementation of community policing efforts and best practices into our daily operations.

Budget Narrative

Our Byrne JAG FY23 grant application is comprised of a partnership between the Laramie County Sheriff's Office and the City of Cheyenne Police Department. Laramie County, Wyoming 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 Office and one for the Police Department. We are requesting a total of \$77,820.00 as allocated to our jurisdictions by the Byrne JAG formula.

A. Laramie County Sheriff's Department

Duty Belt Supplies	\$ 19,227.34
NIBRS Compliance	\$ 594.66
TOTAL _____	<u>\$19,822.00</u>

Grant funds are being requested to fill a need within the Sheriff's Office for officer supplies. 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 \$570.00. We would like to purchase thirty-three sets of these for a total of \$19,227.34. Total Laramie County Sheriff's Department request is \$13,361.00. 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 Laramie County Sheriff's Office is requesting \$594.66 to remain NIBRS compliant (3% of total). These funds will be used to train staff and maintain/upgrade computer systems as necessary.

City of Cheyenne Police Department

Overtime Costs (Salary)	\$49,300.00
Overtime Costs (Benefits)	\$8,698.00
Total	\$57,998.00

The City of Cheyenne is 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 \$57,998.00 for overtime and benefits that will provide approximately 892 hours of overtime over the grant period. Average cost per hour is \$65.00. Total City of Cheyenne Request is \$57,998.00.

Budget Summary

Budget Summary

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

Budget Category	Year 1		Year 2 (if needed)		Year 3 (if needed)		Year 4 (if needed)		Year 5 (if needed)		Total(s)
	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	
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	\$4,560	\$0	\$4,560	\$0	\$4,560	\$0	\$5,547	\$153	\$0	\$0	\$19,380
F. Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
G. Subawards (Subgrants)	\$57,998	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$57,998
H. Procurement Contracts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
I. Other	\$0	\$0	\$0	\$0	\$0	\$0	\$595	\$0	\$0	\$0	\$595
Total Direct Costs	\$62,558	\$0	\$4,560	\$0	\$4,560	\$0	\$6,142	\$153	\$0	\$0	\$77,973
J. Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Project Costs	\$62,558	\$0	\$4,560	\$0	\$4,560	\$0	\$6,142	\$153	\$0	\$0	\$77,973
Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N										No	

year #1

E. Supplies					
Supply Items		Computation			
<i>Provide a list of the types of items to be purchased with grant funds.</i>		<i>Describe the item and the compute the costs. Computation: The number of each item to be purchased X the cost per item.</i>			
	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
Duty Belts and Supplies	8	\$570.00	\$4,560	\$0	\$4,560
			\$0		\$0
Total(s)			\$4,560	\$0	\$4,560

Narrative

The Laramie County Sheriff's Office would like to use their allocation amounts for supplies to include, duty belts and weapon lights. They would like to purchase a total of 33 duty belts over the four 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 \$570.00 each x 8 = \$4,560.00 in year one.

Year #1

Purpose Area #4

G. Subawards (Subgrants)								
Description <i>Provide a description of the activities to be carried out by subrecipients.</i>		Purpose <i>Describe the purpose of the subaward (subgrant)</i>		Consultant? <i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i>				
				Total Cost	Non-Federal Contribution	Federal Request		
City of Cheyenne Police Department		community policing		No	\$57,998	\$0	\$57,998	
							\$0	
Total(s)					\$57,998	\$0	\$57,998	
Consultant Travel (if necessary)								
Purpose of Travel <i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	Location <i>Indicate the travel destination.</i>	Type of Expense <i>Hotel, airfare, per diem</i>	Computation <i>Compute the cost of each type of expense X the number of people traveling.</i>					
			Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
						\$0		\$0
			Total			\$0	\$0	\$0
Narrative								

Year #1

Purpose Area #4

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 Department in the amount of \$57,998.00 as allocated by the Byrne JAG Formula. They plan to utilize their award for community policing operations in the form of overtime. The department plans to continue their problem-oriented policing approach in attempt to reduce crime rates. Requested funds are to cover both overtime and benefits of officers in the amount of \$57,998.00 and this will provide over 892 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 \$57,998.00 to be expended over the four year period.

H. Procurement Contracts

Description <i>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).</i>	Purpose <i>Describe the purpose of the contract</i>	Consultant? <i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i>			
			<i>Total Cost</i>	<i>Non-Federal Contribution</i>	<i>Federal Request</i>
					\$0
Total(s)			\$0	\$0	\$0

Consultant Travel (if necessary)

Purpose of Travel <i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	Location <i>Indicate the travel destination.</i>	Type of Expense <i>Hotel, airfare, per diem</i>	Computation <i>Compute the cost of each type of expense X the number of people traveling.</i>					
			<i>Cost</i>	<i>Duration or Distance</i>	<i># of Staff</i>	<i>Total Cost</i>	<i>Non-Federal Contribution</i>	<i>Federal Request</i>

Year #2

E. Supplies					
Supply Items <i>Provide a list of the types of items to be purchased with grant funds.</i>		Computation <i>Describe the item and the compute the costs. Computation: The number of each item to be purchased X the cost per item.</i>			
	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
Duty Belt Supplies	8	\$570.00	\$4,560	\$0	\$4,560
Total(s)			\$4,560	\$0	\$4,560
Narrative					
<p>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 33 duty belts over the four 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 \$570 each (x 8 in year 2) is \$4,560.00.</p>					

Year #3

Purpose Area #4

E. Supplies			
Supply Items		Computation	
<i>Provide a list of the types of items to be purchased with grant funds.</i>		<i>Describe the item and the compute the costs. Computation: The number of each item to be purch</i>	
	# of Items	Unit Cost	Total Cost
Duty Belt Supplies	8	\$570.00	\$4,560
Total(s)			\$4,560
Narrative			

In Year 3 the Laramie County Sheriff's Office would like to purchase 8 of its 33 duty belt supplies for officers. This includes outer and inner belt, two pairs of h belt keepers, flashlight, batton ring, key holder and duty boot voucher. These total approximately \$570 each x 8 sets is a total of \$4,560.00 for Year 3.

Year # 4

Purpose Area #4

E. Supplies			
Supply Items		Computation	
<i>Provide a list of the types of items to be purchased with grant funds.</i>		<i>Describe the item and the compute the costs. Computation: The number of each item to be purch</i>	
	# of Items	Unit Cost	Total Cost
Duty Belt Supplies	10	\$570.00	\$5,700
Total(s)			\$5,700
Narrative			

In year 4, the Laramie County Sheriff's Office will use the last of their funds on the purchase of duty gear as outlined in the grant application. We estimate the 10 sets of gear with the remaining funds. We are asking for 10 sets x the cost of \$570 is equal to \$5,700.00 The office will match the overage of \$153 towards federal request \$5,547.00

Year #4

Purpose Area #4

						\$0
Total						\$0

Narrative

I. Other Costs

Description <i>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).</i>	Computation <i>Show the basis for computation</i>				
	Quantity	Basis	Cost	Length of Time	Total Cost
NIBRS Compliance	1	\$1.00	\$595.00	1	\$595
Total(s)					\$595

Narrative

Purpose Area #4

The Laramie County Sheriff's Office is selecting to continue to use 3% of its award towards NIBRS Compliance. These funds will be used to train staff and main systems as necessary to maintain compliance.

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

Edward Byrne Memorial Justice Assistance Grant Program FY 2023 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 2023 Edward Byrne Memorial 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

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



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 and Address:

Organization Name: **Laramie County, Wyoming**
 Street1: **310 W. 19th Street, Suite 300**
 Street2:
 City: **Cheyenne**
 State: **Wyoming**
 Zip Code: **82001**

2. Authorized Representative's Name and Title:

Prefix: **Mr.** First Name: **Troy** Middle Name:
 Last Name: **Thompson** Suffix:
 Title: **Chairman**

3. Phone: **307-633-4260** 4. Fax:
 5. Email: **commissioners@laramiecountywy.gov**

6. Year Established: **1889** 7. Employer Identification Number (EIN): **83-600111** 8. Unique Entity Identifier (UEI) Number: **E9DLJC1HGNQ8**

9. a) Is the applicant entity a nonprofit organization (including a nonprofit institution of higher education) as described in 26 U.S.C. 501(c)(3) and exempt from taxation under 26 U.S.C. 501(a)? Yes No

If "No" skip to Question 10.

If "Yes", complete Questions 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, external auditor using generally accepted auditing standards (GAAS) or Generally Governmental Auditing Standards (GAGAS), and results in an audit report with an opinion.

10. Has the applicant entity undergone any of the following types of audit(s) (Please 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 Within the last 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
- Qualified Opinion
- Disclaimer, Going Concern or Adverse Opinions
- N/A: No audits as described above

Enter the number of findings (if none, enter "0"): **0**

Enter the dollar amount of questioned costs (if none, enter "\$0"):

Were material weaknesses noted in the report or opinion?

Yes No

13. Which of the following best describes the applicant entity's accounting system:

- Manual
- Automated
- Combination of manual and automated

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



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?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 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)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure

TRAVEL POLICY

<p>24. Does the applicant entity:</p> <p>(a) maintain a standard travel policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(b) adhere to the Federal Travel Regulation (FTR)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>

SUBRECIPIENT MANAGEMENT AND MONITORING

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)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure <input type="checkbox"/> N/A - Applicant does not make subawards under any OJP awards
--	--



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 FEDERAL 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.)

- Yes No Not Sure

If "Yes", provide the following:

(a) Name(s) of the federal awarding agency:

[Redacted]

(b) Date(s) the agency notified the applicant entity of the "high risk" designation:

[Redacted]

(c) Contact information for the "high risk" point of contact at the federal agency:

Name: [Redacted]

Phone: [Redacted]

Email: [Redacted]

(d) Reason for "high risk" status, as set out by the federal agency:

[Redacted]

CERTIFICATION ON BEHALF OF THE APPLICANT ENTITY

(Must be made by the chief executive, executive director, chief financial officer, designated authorized representative ("AOR"), or other official with the requisite knowledge and authority)

On behalf of the applicant entity, I certify to the U.S. Department of Justice that the information provided above is complete and correct to the best of my knowledge. I have the requisite authority and information to make this certification on behalf of the applicant entity.

Name: **Troy Thompson**

Date: **August 15, 2023**

Title: Executive Director Chief Financial Officer Chairman
 Other: [Redacted]

Phone: **307-633-4260**

**2023 BYRNE JUSTICE ASSISTANCE GRANT SUBGRANTEE AGREEMENT
BETWEEN LARAMIE COUNTY AND THE CITY OF CHEYENNE**

THIS 2023 BYRNE JUSTICE ASSISTANCE AGREEMENT ("Grant Agreement") (ALN # 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 overtime costs associated with community policing efforts. 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, 2023 through September 30, 2027 ("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 \$57,998.00 ("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) Responsibilities of Grantee Regarding the Project. In undertaking and completing the Project, the SUBGRANTEE further agrees as follows:
 - a) Professional Services. 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) Compliance with Laws. 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) Retention of Records. 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) Suspension and Debarment. 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 an 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) Limitation on Payments. 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) Minority Business Enterprise. 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) Budget Transfer Limitation. 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) Default and Remedies. 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) Amendments. 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) Assignment. 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 sub-grant 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) Assumption of Risk. 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 2023 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) **Kickbacks**: 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.
- l) **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) **Prior Approval**: 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) **Severability**: 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) **Taxes**: 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) **Time is of the Essence**: 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) **Titles Not Controlling**: 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.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

9) Signatures. 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

By: _____ Date: _____
Chairman, Laramie County Commissioners

By: _____ Date: _____
Debra Lee, Laramie County Clerk

CITY OF CHEYENNE

By: _____ Date: _____
Patrick Collins, Mayor

By: _____ Date: _____

REVIEWED AND APPROVED AS TO FORM ONLY

By _____ Date _____
Laramie County Attorney's Office