

COUNTY CONTRACT NO. _____

CITY CONTRACT NO. 7444

**2021 BYRNE JUSTICE ASSISTANCE GRANT SUBGRANTEE AGREEMENT
BETWEEN LARAMIE COUNTY AND THE CITY OF CHEYENNE**

THIS 2021 BYRNE JUSTICE ASSISTANCE AGREEMENT ("Grant Agreement") (CFDA # 16.738) is made between Laramie County, State of Wyoming ("COUNTY"), whose address is 310 West 19th Street, Cheyenne, Wyoming 82001, and the City of Cheyenne (SUBGRANTEE), whose address is 415 West 18th Street, Cheyenne, Wyoming 82001. In consideration of the promises and covenants set forth below, the parties agree as follows:

- 1) Purpose of Grant Agreement. COUNTY shall provide Byrne Justice Assistance (JAG) grant funds to SUBGRANTEE in the amount set forth in Section 3, and SUBGRANTEE shall undertake and purchase supplies for rifle optics, lights and overtime costs associated with community policing efforts in both foot and bicycle patrol. Performance by SUBGRANTEE of the requirements of this Grant Agreement and compliance with all JAG program rules and regulations is a condition to SUBGRANTEE'S receipt of monies hereunder.
- 2) Term of Grant Agreement and Required Approvals. This Grant Agreement is not effective until all parties have executed it and all required approvals have been granted. The term of the Grant Agreement is from October 1, 2020 through September 30, 2022 ("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 Forty-Nine Thousand Five Hundred Fifty-Four Dollars (\$49,554.00) ("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 fifteen (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 (\$750,000.00) 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 must 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), Attachment A, Byrne JAG 2021 Application (50 pages), 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 three (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, state, and 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 Wyo. Stat. § 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.

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- 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: _____
Gunnar Malm, Chairman
Laramie County Commissioners

_____ Date

(SEAL)
Attest: _____
Debra Lee, Laramie County Clerk

_____ Date

CITY OF CHEYENNE, WYOMING

By: _____
Patrick Collins, Mayor

_____ 11-10-21 Date

(SEAL)
Attest: _____
Kristina F. Jones, City Clerk

_____ 11-10-21 Date

REVIEWED AND APPROVED AS TO FORM ONLY:

Laramie County Attorney's Office

_____ 11/17/21 Date

Cheyenne City Attorney's Office

_____ 10-18-2021 Date