

**NOTICE- THE SWEETWATER COUNTY BOARD OF COUNTY COMMISSIONERS
WILL MEET IN REGULAR SESSION ON TUESDAY, FEBRUARY 18, 2014 AT 8:30 A.M.
IN THE COMMISSIONERS MEETING ROOM
TENTATIVE AND SUBJECT TO CHANGE**

PLEASE ARRIVE 15 MINUTES EARLIER THAN YOUR SCHEDULED TIME

PRELIMINARY

8:30 CALL TO ORDER
 QUORUM PRESENT
 PLEDGE OF ALLEGIANCE
 APPROVAL OF AGENDA
 APPROVAL OF MINUTES: 2-4-14

ACCEPTANCE OF BILLS

 Approval of County Vouchers/Warrants
 Approval of Bonds
 Approval of Monthly Reports

PUBLIC HEARING

 Budget Amendment

COMMISSIONER COMMENTS/REPORTS

8:40 Commissioner West
8:50 Commissioner Bailiff
9:00 Commissioner Kolb
9:10 Commissioner Van Matre
9:20 Chairman Johnson

COUNTY RESIDENT CONCERNS

9:30

ACTION/PRESENTATION ITEMS

9:40 Request to Upgrade VSO Part Time Position to Full
 Time in the Rock Springs Office

9:50 Approval of "The NRA Foundation" Grant Award for
 the Sweetwater Trap Club

9:55 Approval of the Community Development Block Grant
 Agreement

10:00 Approval of the FY 2013 State Homeland Security
 Grant Program Award Agreement

10:05 Approval of the FY 2013 LEPTA Grant Award Agreement

10:10 Approval of the FY 2013 State Homeland Security Grant Program Award Agreement for the County Coroner

OTHER

EXECUTIVE SESSION(S) AS NEEDED

Legal/Personnel

ADJOURN

February 4, 2014
Green River, WY

The Board of County Commissioners met this day at 8:30 a.m. in Regular Session with all commissioners present. The meeting opened with the Pledge of Allegiance.

Approval of Agenda

Commissioner West moved to approve the agenda. Commissioner Bailiff seconded the motion. The motion carried.

Approval of Minutes: 1-21-14

Commissioner Kolb requested the following to be inserted in the second to last line of Commissioner West's comments "Commissioner Kolb recommended a needs and economic impact study be done prior to the meeting." *Commissioner Kolb moved to accept the minutes as amended. Commissioner Van Matre seconded the motion.* The motion carried.

Acceptance of Bills

Approval of County Vouchers/Warrants and Bonds

Commissioner West moved to approve acceptance of the bills which includes the county vouchers/warrants and bonds. Commissioner Van Matre seconded the motion. The motion carried.

CHECK	VENDOR NAME	DEPARTMENT	AMOUNT
58629	CENTURYLINK	VARIOUS COUNTY DEPARTMENTS	2,092.47
58630	CENTURYLINK	6050 - ELECTIONS	25.25
58631	CENTURYLINK	7500 - COUNTY SHERIFF	71.94
58632	JAMESTOWN RIO VISTA WATER AND SEWER DIST	9999 - OUTSIDE AGENCY	25,000.00
58633	PAYMENT REMITTANCE CENTER - 2046	5000 - COUNTY ASSESSOR	260.92
58634	PAYMENT REMITTANCE CENTER - 3438	1000 - COUNTY COMMISSIONERS	636.35
		1200 - ENGINEERING	425.00
		1600 - FIRE MARSHALL	256.00
		1800 - FLEET/VEHICLE MAINTENANCE	115.95
		2600 - IT	686.36
		7510 - CO DETENTION CENTER	1,061.90
58635	PAYMENT REMITTANCE CENTER - 2452	2600 - IT	182.96
58636	PAYMENT REMITTANCE CENTER - 2486	2600 - IT	223.08
58637	PAYMENT REMITTANCE CENTER - 2478	2600 - IT	365.42
58638	PAYMENT REMITTANCE CENTER - 6831	1600 - FIRE MARSHALL	76.59
58639	QUESTAR GAS	1400 - FACILITIES MAINTENANCE	7,759.85
		7510 - CO DETENTION CENTER	9,424.23
58640	ROCKY MTN POWER	1200 - ENGINEERING	24.78
		1400 - FACILITIES MAINTENANCE	6,251.22
58641	WALMART COMMUNITY/GECRB-SHERIFF	7510 - CO DETENTION CENTER	1,362.63
58642	WALMART COMMUNITY/GECRB-PURCHASING	2000 - GENERAL COUNTY ADMIN	5.28
58643	WEX BANK	1800 - FLEET/VEHICLE MAINTENANCE	2,579.96
		3400 - ROAD AND BRIDGE	506.23
58644	WYOMING DEPT OF WORKFORCE SERVICES	7510 - CO DETENTION CENTER	61.29
58645	CAPITAL BUSINESS SYSTEMS INC	3400 - ROAD AND BRIDGE	615.00
		5500 - COUNTY ATTORNEY	2,750.00
58646	CENTURYLINK	VARIOUS COUNTY DEPARTMENTS	5,132.05
58647	CENTURYLINK	VARIOUS COUNTY DEPARTMENTS	706.96
58648	ROCKY MTN POWER	1400 - FACILITIES MAINTENANCE	9,441.52
58649	VERIZON WIRELESS	7500 - COUNTY SHERIFF	1,080.57
58650	WELLS FARGO	7500 - COUNTY SHERIFF	372.23
		7510 - CO DETENTION CENTER	59.95
58651	4IMPRINT INC	7500 - COUNTY SHERIFF	2,085.59
58652	ACCREDITATION AUDIT & RISK	7510 - CO DETENTION CENTER	530.00
58653	ACE HARDWARE	1400 - FACILITIES MAINTENANCE	89.08
58654	ACE HARDWARE #11263-C	1400 - FACILITIES MAINTENANCE	203.08
58655	ADVANCED MEDICAL IMAGING LLC	7000 - COUNTY CORONER	55.00
58656	AFFILIATED BENEFITS	510 - INSURANCE	1,340.00
58657	ALCOHOL & DRUG TESTING SERVICES LLC	7500 - COUNTY SHERIFF	455.00
58658	ALPINE PURE BOTTLED WATER	5500 - COUNTY ATTORNEY	76.00
58659	ALPINE PURE SOFT WATER	7510 - CO DETENTION CENTER	306.25
58660	AMAZON	1000 - COUNTY COMMISSIONERS	14.97
		2600 - IT	20.12
		6500 - CLERK OF DISTRICT COURT	31.57
58661	AMERICAN PLANNING ASSOCIATION	3000 - LAND USE	494.00
58662	BEHAVIORAL INTERVENTIONS	2800 - JUVENILE PROBATION	242.45
58663	BENNETT PAINT & GLASS	1400 - FACILITIES MAINTENANCE	113.28
58664	BOB BARKER COMPANY INC	0302 - EVENTS COMPLEX	507.21

58665	BOOKCLIFF SALES INC	3200 - PURCHASING	114.00
58666	BRADY INDUSTRIES LLC	7510 - CO DETENTION CENTER	848.18
58667	CANNON SALES INC	1400 - FACILITIES MAINTENANCE	290.00
58668	CARQUEST AUTO PARTS	1800 - FLEET/VEHICLE MAINTENANCE	655.59
58669	CARRIER CORPORATION	1400 - FACILITIES MAINTENANCE	676.50
		7510 - CO DETENTION CENTER	1,864.93
58670	CITY OF GREEN RIVER	7530 - ANIMAL CONTROL	245.00
58671	CITY OF ROCK SPRINGS	9934 - HUMAN SERVICES	16,687.63
58672	CITY OF ROCK SPRINGS	7530 - ANIMAL CONTROL	806.06
58673	CLIMB WYOMING	GRANTS	22,994.00
58674	CODALE ELECTRIC SUPPLY INC	1400 - FACILITIES MAINTENANCE	45.42
58675	COPIER & SUPPLY CO INC	7500 - COUNTY SHERIFF	160.60
		7510 - CO DETENTION CENTER	235.62
58676	DEPARTMENT OF TRANSPORTATION	1800 - FLEET/VEHICLE MAINTENANCE	8.00
58677	DEX MEDIA WEST INC	3600 - VETERANS SERVICES	11.50
58678	DUSTBUSTERS INC	3400 - ROAD AND BRIDGE	9,624.60
58679	ED SIDWELL	1800 - FLEET/VEHICLE MAINTENANCE	121.99
58680	F B MCFADDEN WHOLESALE COMPANY	1400 - FACILITIES MAINTENANCE	177.12
		3200 - PURCHASING	918.80
		3400 - ROAD AND BRIDGE	80.00
58681	FIRST CHOICE FORD	3400 - ROAD AND BRIDGE	1,000.49
58682	G & K SERVICES	3400 - ROAD AND BRIDGE	278.90
58683	GOVCONNECTION INC	3200 - PURCHASING	24.00
		7500 - COUNTY SHERIFF	21.25
58684	GRAINGER	7510 - CO DETENTION CENTER	51.60
58685	HAMM-HILLS, LAURA J	6500 - CLERK OF DISTRICT COURT	1,638.00
58686	HIGH SECURITY LOCK & ALARM	1400 - FACILITIES MAINTENANCE	623.50
		7510 - CO DETENTION CENTER	100.00
58687	HOMAX OIL SALES INC	1800 - FLEET/VEHICLE MAINTENANCE	2,519.00
		3400 - ROAD AND BRIDGE	27,453.74
58688	HOWARD SUPPLY COMPANY, LLC	3400 - ROAD AND BRIDGE	197.66
58689	INDO AMERICAN ENGINEERING INC	3400 - ROAD AND BRIDGE	25,267.00
58690	INDUSTRIAL HOIST AND CRANE	3400 - ROAD AND BRIDGE	514.39
58691	INDUSTRIAL SUPPLY	1400 - FACILITIES MAINTENANCE	57.80
		3200 - PURCHASING	49.56
58692	JENNY SERVICE CO	7510 - CO DETENTION CENTER	2,228.00
58693	JIM'S UPHOLSTERY LLC	7510 - CO DETENTION CENTER	25.00
58694	LITTLE AMERICA - CHEYENNE	1600 - FIRE MARSHALL	83.00
		2200 - GRANTS ADMIN	97.72
58695	LOVELESS, JANET	6500 - CLERK OF DISTRICT COURT	529.75
58696	MANPOWER	1400 - FACILITIES MAINTENANCE	6,256.64
58697	MATHEY LAW OFFICE - ASSIGNEE	1000 - COUNTY COMMISSIONERS	3,830.00
58698	MATTHEW BENDER & CO INC	5500 - COUNTY ATTORNEY	42.44
58699	MEMORIAL HOSPITAL OF SWEETWATER CO	7000 - COUNTY CORONER	191.00
		7510 - CO DETENTION CENTER	692.00
58700	MID-WEST EXTRADITION AGENCY & PRISONER TRANS	7510 - CO DETENTION CENTER	1,050.00
58701	MOUNTAINLAND BUSINESS SYSTEMS	3200 - PURCHASING	250.11
58702	MOUNTAINLAND SUPPLY COMPANY	1400 - FACILITIES MAINTENANCE	1,003.11
58703	NADA GUIDES	6000 - COUNTY CLERK	219.00
58704	NADA USED CAR GUIDE	6000 - COUNTY CLERK	105.00
58705	NATIONAL BUSINESS FURNITURE	1400 - FACILITIES MAINTENANCE	661.00
58706	NET TRANSCRIPTS INC	5500 - COUNTY ATTORNEY	163.80
58707	NORCO INC	1400 - FACILITIES MAINTENANCE	34.75
58708	PINEDA, BOBBY WAYNE	1000 - COUNTY COMMISSIONERS	3,420.00
58709	PLAINS TIRE CO	3400 - ROAD AND BRIDGE	160.00
58710	R & D SWEEPING & ASPHALT	010 - CAPITAL PROJECTS/ROAD IMPR	38,132.59
58711	REAL KLEEN INC	7510 - CO DETENTION CENTER	426.20
58712	ROCK SPRINGS NEWSPAPERS INC	1000 - COUNTY COMMISSIONERS	127.00
		3200 - PURCHASING	127.00
58713	ROCK SPRINGS RESIDENT COUNCIL	7510 - CO DETENTION CENTER	50.00
58714	ROCKY MOUNTAIN PROPANE	1400 - FACILITIES MAINTENANCE	1,965.20
58715	RON'S ACE RENTALS	7510 - CO DETENTION CENTER	35.00
58716	SAFETY-KLEEN SYSTEMS INC	3400 - ROAD AND BRIDGE	233.67
58717	SHOPKO HOMETOWN - PHARMACY	7510 - CO DETENTION CENTER	2,968.59
58718	SHOPKO STORES OPERATING CO LLC	7500 - COUNTY SHERIFF	55.96
58719	SKAGGS COMPANIES	7510 - CO DETENTION CENTER	2,535.63
58720	SMYTH PRINTING INC	5000 - COUNTY ASSESSOR	82.50
		7500 - COUNTY SHERIFF	946.14
58721	SOURCE OFFICE & TECHNOLOGY	3200 - PURCHASING	206.82
58722	STERLING COMMUNICATIONS	3400 - ROAD AND BRIDGE	431.23
		7510 - CO DETENTION CENTER	380.00
58723	SWEETWATER FAMILY RESOURCE CENTER	9910 - HUMAN SERVICES	5,384.62

58724	SWEETWATER MEDICS LLC	9968 - GENERAL OUTSIDE AGENCY	21,697.20
58725	SWEETWATER PLUMBING & HEATING	1400 - FACILITIES MAINTENANCE	32.15
58726	SWEETWATER TROPHIES	1400 - FACILITIES MAINTENANCE	19.36
58727	TEGELER & ASSOCIATES	GRANTS	4,920.18
		5500 - COUNTY ATTORNEY	50.00
58728	THE SHERWIN-WILLIAMS CO	7510 - CO DETENTION CENTER	197.95
58729	THOS Y PICKETT & COMPANY INC	5000 - COUNTY ASSESSOR	40,000.00
58730	TRI AIR TESTING INC	1600 - FIRE MARSHALL	154.00
58731	TYLER TECHNOLOGIES INC	2600 - IT	6,852.95
58732	UNITED SITE SERVICES	1400 - FACILITIES MAINTENANCE	530.61
58733	VEHICLE LIGHTING SOLUTIONS INC	7500 - COUNTY SHERIFF	518.39
58734	WADE'S REFRIGERATION	210 - JAIL M & O REPAIRS/MAINT	2,032.50
		7510 - CO DETENTION CENTER	155.00
58735	WCCA	1000 - COUNTY COMMISSIONERS	375.00
		9942 - UW COOPERATIVE EXTENTION	
58736	WFMA	SERVI	100.00
58737	WHISLER CHEVROLET COMPANY	1800 - FLEET/VEHICLE MAINTENANCE	115.68
58738	WHITE MOUNTAIN LUMBER & RENTAL	1400 - FACILITIES MAINTENANCE	41.54
58739	WILLIAMS SCOTSMAN INC	7500 - COUNTY SHERIFF	302.92
58740	WIMACTEL INC	7510 - CO DETENTION CENTER	70.00
58741	WYOMING CLERKS DISTRICT COURT ASSN	6500 - CLERK OF DISTRICT COURT	125.00
58742	WYOMING STATE BOARD OF PHARMACY	7500 - COUNTY SHERIFF	120.00
58743	WYOMING TECHNOLOGY TRANSFER CENTER	1200 - ENGINEERING	90.00
58744	WYOMING TRUCKING ASSOCIATION	3400 - ROAD AND BRIDGE	180.00
58745	YOUNG AT HEART SENIOR CENTER	9934 - HUMAN SERVICES	20,280.51
58746	YOUTH HOME INC	9918 - HUMAN SERVICES	16,750.00
GRAND TOTAL			393,381.38

The following bonds were placed on file:

Jennifer Evans	Town of Bairoil/ Relief Town Clerk	\$ 10,000.00
Gail Johnson	SWCO Weed & Pest Dist./ Treasurer/Secretary	\$ 50,000.00
Michaelene L. Maes	Town of Superior/ Treasurer	\$ 10,000.00
Ann Rudoff	SWCO School Dist. # 2/ Treasurer	\$200,000.00

Commissioner Comments/Reports

Chairman Johnson

Chairman Johnson reported that he attended a WLCI meeting in Cheyenne and noted that they discussed two funding projects concerning sage grouse. Chairman Johnson noted that he had received mostly negative feedback concerning the elected official salary structure. Chairman Johnson explained that there has been tremendous cost savings since the current commission took office and requested that Human Resource Manager Garry McLean provide an exhibit of these cost savings so that the facts can be provided to the press. Chairman Johnson commented that the legislator's reception that the commission is co-sponsoring with the City of Green River and the City of Rock Springs in Cheyenne will be on the same night as the Wyoming County Commissioners reception and asked that the commissioners plan to attend both. Chairman Johnson queried the commission regarding a presentation for that reception.

Commissioner West

Commissioner West reported that he attended a Board of Health meeting, a Memorial Hospital Finance and Audit Committee meeting, and met with Southwest Counseling Service. Commissioner West commented that the Health and Human Services building is fenced off and demolition has begun. Commissioner West noted that he attended a Red Tie Gala fundraiser for the Memorial Hospital Foundation.

Commissioner Bailiff

Commissioner Bailiff reported that he attended a BLM meeting about the North Dutch John unit and commended the Rocket Miner newspaper reporter for his accuracy. Commissioner Bailiff noted that he attended a Parks and Recreation meeting regarding water billing for Clearview Improvement District. Commissioner Bailiff commented that he went to Farson concerning their solid waste district. Commissioner Bailiff noted that, while he was there, he was invited to visit their medical clinic and commended them on their services. Commissioner Bailiff met with the Joint Powers Combined Communications Center Board, Human Resource Manager Garry McLean, the library board, the Tripartite Board and also reviewed information from the ambulance board.

Commissioner Kolb

Commissioner Kolb reported that he attended a BLM meeting concerning the North Dutch John unit and a Rock Springs city council meeting. Commissioner Kolb noted that the Town of Wamsutter will be celebrating their 100th anniversary and asked the commissioners to consider attending their presentation. Commissioner Kolb spoke that he attended an Events Complex board meeting, the Red Tie gala event for the hospital, the Rock Springs Humane Society purse auction, and worked with the governor's office to schedule a meeting with Governor Mead to discuss improvement districts in general and specifics in the

county. Commissioner Kolb also noted that he spoke with Public Land Specialist Mark Kot, Land Use Director Eric Bingham, Grants Manager Krisena Marchal, County Treasurer Robb Slaughter, Public Works Director John Radosevich, Accounting Manager Bonnie Phillips, and Facilities Manager Chuck Radosevich.

Commissioner Van Matre

Commissioner Van Matre commented that he felt the raise for elected officials was reasonable based upon the data provided to the commission. Commissioner Van Matre noted that he attended a VSO meeting relative to connecting veterans with state and federal benefits. Commissioner Van Matre noted that he met with Juvenile Probation concerning monitoring truancy programs in the school districts. Commissioner Van Matre noted that IT is working well with the Munis Tyler financial system. Commissioner Van Matre spoke that he met with Grants Manager Krisena Marchal, visited the Rock Springs Young at Heart Senior Center and the Green River Golden Hour Senior Center. Commissioner Van Matre noted that he visited with the Green River Chamber of Commerce, and attended a Pulse of Southwest Wyoming meeting.

Chairman Johnson shared that the BLM is setting back the Rock Springs RMP, other than the transportation issue, for 10 weeks

IT director Tim Knight requested information on what the commission would like for the conference room and the commission agreed to look at the issue after the meeting.

County Resident Concerns

Chairman Johnson opened county resident concerns. Hearing no comments, the hearing was closed.

Break

Chairman Johnson called for a five minute break.

Action/Presentation Items

Appoint of Magistrate Sam Soule

Circuit Court Judge John Prokos requested authorization to appoint Sam Soule' as magistrate for purposes of performing marriages. Following a brief discussion, Chairman Johnson entertained a motion to approve. *Commissioner West so moved. Commissioner Kolb seconded the motion.* The motion carried.

Mutual Aid Agreement between Carbon County Fire Department and Sweetwater County Fire Department

Sweetwater County Fire Warden David Bottermiller presented the Mutual Aid Agreement between the Carbon County Fire Department and the Sweetwater County Fire Department. Following discussion, *Commissioner Bailiff moved to pass this contract between Carbon County and Sweetwater County Fire Departments. Commissioner Van Matre seconded the motion.* The motion carried.

Request to Replace Vacant Position in Detention Center

Sheriff Haskell requested authorization to re-staff a Detention Officer. Following discussion, Chairman Johnson entertained a motion to approve. *Commissioner Bailiff so moved. Commissioner Van Matre seconded the motion.* The motion carried.

Approval of the Mineral Royalty Grant Documents for the North Sweetwater Water & Sewer District

Grants Manager Krisena Marchal, North Sweetwater Water & Sewer District Board Member Chuck Johnson and Keller Associates Marvin Fielding and Colter Hollingshead were present to request a motion to approve, and authorize the Chairman to sign, the Mineral Royalty Grant documents for the North Sweetwater Water & Sewer District. Chairman Johnson acknowledged the attendance of residents of Reliance. Following discussion, Chairman Johnson entertained a motion to approve, and authorize the Chairman to sign, the Mineral Royalty Grant documents for the North Sweetwater Water & Sewer District. *Commissioner Kolb so moved. Commissioner Van Matre seconded the motion.* The motion carried.

Resolution for Accepting Right of Way on White Mountain Drive

Public Works Director John Radosevich, RHO Properties Owner Jay Schneiders and JFC Engineers Representative Randy Hansen were present to discuss Resolution 14-02-EN-01. Following discussion, *Commissioner Kolb moved to approve Resolution 14-02-EN-01. Commissioner Van Matre seconded the motion.* The motion carried.

RESOLUTION NO. 14-02-EN-01

A RESOLUTION OF THE SWEETWATER COUNTY COMMISSION REQUESTING OF RHO PROPERTIES, LLC, TO DEDICATE A PORTION OF ITS LAND FOR A PROPOSED GAS STATION AND CONVENIENCE STORE TO WIDEN WHITE MOUNTAIN DRIVE (CR4-54) BY AN ADDITIONAL FORTY (40) FEET TO ALLOW VEHICULAR TRAFFIC TO SAFELY TURN INTO THE PROPOSED PROJECT

Whereas, White Mountain Drive (CR4-54) has been dedicated to Sweetwater County; however, said road exists primarily within the boundaries of the City of Rock Springs, WY; and

Whereas, RHO Properties LLC has filed a site plan for the construction of a gas station and convenience store that will be bordered on its north side by White Mountain Drive; and

Whereas, according to the proposed site plan, traffic will access the proposed project from both White Mountain Drive and Elk Street; and

Whereas, an additional forty feet of width is needed on White Mountain Drive for traffic to safely turn from White Mountain Drive into the proposed gas station and convenience store; and

Whereas, said additional forty feet is identified as the, "northerly 40 feet of that certain parcel recorded in Book 1200, Pages 6187 to 6188, of the Office of the Sweetwater County Clerk."

Now therefore, the Sweetwater County Commission is hereby submitting its request to RHO Properties, LLC, to transfer by deed a strip of land that is 40 feet wide to Sweetwater County for the stated purpose, and in the location identified herein.

Dated this 4th day of February, 2014

THE BOARD OF COUNTY COMMISSIONERS
OF SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

Reid O. West, Member

ATTEST:

Steven Dale Davis, County Clerk

Resource Rendezvous

Chairman of the Enterprise Committee of the Rock Springs Chamber of Commerce Don Hartley gave an overview of the Resource Rendezvous. Mr. Hartley asked for a donation of \$500 and invited the commission to attend the event. Following discussion, *Commissioner West moved to approve the request.* Chairman Johnson restated the motion to allow Public Works Director John Radosevich to participate in the program and to allocate \$500 to the cause. *Commissioner Bailiff seconded the motion.* The motion carried.

Break

Chairman Johnson called for a five minute break.

Employee Manual Policy Amendments

Human Resource Director Garry McLean presented the employee manual policy amendments. Mr. McLean presented the overtime amendments and addressed benefits received for these extra hours and wording of specific clauses. Elected officials and department heads were given the opportunity to comment on the proposed changes. Following discussion, Chairman Johnson entertained a motion to approve the proposed amendments to the policy manual with the one exception as noted by Public Works Director John Radosevich to add strengthening language that would state "normal and/or designated shift" to be effective 3-01-2014. *Commissioner Bailiff moved to accept these changes as presented with the understanding that there are numerous changes in the future as long as they are fair.* *Commissioner Van Matre seconded the motion.* After further discussion, the motion carried.

Executive Session(s)-Personnel/Legal

Chairman Johnson entertained a motion to enter into executive session for legal and personnel. *Commissioner West so moved.* *Commissioner Van Matre seconded the motion.* The motion carried. A quorum of the commission was present.

Adjourn

There being no further business to come before the Board this day, the meeting was adjourned subject to the call of the Chairman.

This meeting was recorded and is available from the County Clerk's office at the Sweetwater County Courthouse in Green River, Wyoming

THE BOARD OF COUNTY COMMISSIONERS

OF SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

Reid O. West, Member

ATTEST:

Steven Dale Davis, County Clerk

	DATE	AMOUNT	WARRANT #'S
EAL	2/4/2014	670,778.36	58747-58793
EAL	2/7/2014	15,827.66	58794-58804
EAL	2/14/2014	389,352.74	
EAL	2/18/2014	5,928.43	
EAL	2/18/2014	867,865.29	
EAL			
EAL			
EAL			
	Payroll Net	836,868.89	Payroll Checks : 58747-58793, 10248-10429
	TOTAL AMOUNT	\$2,786,621.37	

Vouchers in the above amount are hereby approved and ordered paid this date of 2/18/2014

Wally J. Johnson, Chair

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

Attest:

County Clerk

Reid O. West, Member

Authorization for Bonds
2-18-14

Timothy Winger

SWCO Library Board, Treasurer

\$10,000.00

THE BOARD OF COUNTY COMMISSIONERS
FOR SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Attest:

Donald Van Matre, Member

Steven Dale Davis, County Clerk

Reid O. West, Member


Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. OFF. 54932408

That we Timothy Winger of Rock Springs, Wyoming, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Wyoming, as Surety, are held and firmly bound unto Sweetwater County Library Board, the State of Wyoming, in the penal sum of Ten Thousand & no/100 DOLLARS (\$ 10,000.00),
(NOT VALID IF FILLED IN FOR MORE THAN \$50,000.00)

to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, firmly by these presents.

Dated this 28th day of January, 2014.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was duly Appointed Elected to the office of Treasurer in the Sweetwater County Library Board, and State aforesaid for the term beginning 01-28-, 2014, and ending 01-28-, 2015.

NOW THEREFORE, If the above bounden Principal and his deputies shall faithfully, honestly and impartially perform all the duties of his said office of Treasurer as is or may be prescribed by law, and shall with all reasonable skill, diligence, good faith and honesty safely keep and be responsible for all funds coming into the hands of such officer by virtue of his office; and pay over without delay to the person or persons authorized by law to receive the same, all moneys which may come into his hands by virtue of his said office; and shall well and truly deliver to his successor in office, or such other person or persons as are authorized by law to receive the same, all moneys, books, papers and things of every kind and nature held by him as such officer, the above obligation shall be void, otherwise to remain in full force and effect.

Principal
WESTERN SURETY COMPANY

By Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

On this 28th day of January, 2014, before me, appeared Paul T. Bruflat

to me personally known, being by me sworn, and did say that he is the aforesaid officer of WESTERN SURETY COMPANY, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.



My Commission Expires December 7, 2014

C. Langdon
Notary Public

Authorization for Monthly Reports
2-18-14

1. **Sweetwater County Clerk**
2. **Sweetwater County Sheriff**

THE BOARD OF COUNTY COMMISSIONERS
FOR SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Attest:

Donald Van Matre, Member

Steven Dale Davis, County Clerk

Reid O. West, Member

MONTHLY STATEMENT

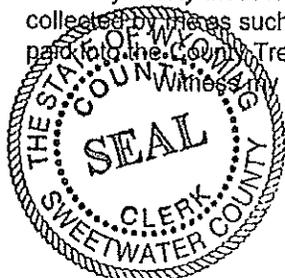
Statement of the Earnings of Collections of STEVEN DALE DAVIS COUNTY CLERK within and for the County of Sweetwater, State of Wyoming, for the month ending January 2014 and reported to the Board of County Commissioners of said County.

COUNTY CLERK		
Recording Fees	12,456.00	
Marriage Licenses	510.00	
Chattel Mortgages	11,748.00	
Motor Certificates of Title	(1295 /TITLES) 19,425.00	18,130.00
Sale of County Property	-	
Miscellaneous Receipts	712.25	
Total Receipts		44,851.25
		(1,295.00)
		43,556.25

STATE OF WYOMING)
) ss.
 COUNTY OF SWEETWATER)

I hereby certify that the above is a true and correct statement of the earnings of my office, or of moneys collected by me as such officer during the month above mentioned, and that the same has been by me paid into the County Treasury.

Witness my hand and seal this 03 day of February 2014



/s/ Steven Dale Davis COUNTY CLERK

Rose Clouston DEPUTY

Examined and approved by the Board of County Commissioners, this _____ day of _____

 Chairman

 Commissioner

 Commissioner

MONTHLY STATEMENT

Statement of the Earnings or Collections of Richard Haskell
 as Sheriff within and for the County of Sweetwater
 State of Wyoming, for the month ending January 31, 2014, and reported to the
 Board of County Commissioners of said County.

COUNTY CLERK,	Recording Fees, Marriage Licenses, Chattel Mortgages, Motor Certificates of Title, Sale of County Property, Miscellaneous Receipts, Total Receipts,			
CLERK, DISTRICT COURT,	Civil Fees, Probate Fees, Criminal fines and Costs, Miscellaneous Fees, Total Earnings,			
SHERIFF,			3062.50	
ASSESSOR,				

STATE OF WYOMING)
)ss.
 County of Sweetwater)

I hereby certify that the above is a true and correct statement of the earnings of my office, or of moneys collected by me as such officer during the month above mentioned, and that the same has been by me paid into the County Treasury.

WITNESS my hand and seal this 31 day of January, 2014

Richard Haskell, County Sheriff

Richard Haskell

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Date Requested: 2/18/14	Name & Title of Presenter: Dale Davis
Department or Organization: Clerk's Office	Contact Phone & E-mail: 872-3765
Exact Wording for Agenda: Budget Amendment	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 8:30 5 min
Will there be Handouts? (If yes, include with meeting request form) yes	Will handouts require SIGNATURES: yes
Additional Information:	

- All requests to be added to the agenda will need to be submitted in writing on the "Meeting Request Form" by Wednesday at 12:00 p.m. prior to the scheduled meeting and returned in person or electronically to Clerk Sally Shoemaker at: shoemakers@sweet.wy.us
- All handouts are also due by Wednesday at 12:00 p.m. prior to the scheduled meeting date. Handouts may be submitted to Clerk Sally Shoemaker either in person or electronically. *****If your handout is not accompanied with the request to be added to the agenda, your request will be dismissed and you may reschedule for the next meeting provided the handout(s) are received.*****
- Any documents requiring **Board Action** or **signature** are considered agenda items and need to be requested in the same manner.
- All **original** documents requesting action or signature must be submitted to Deputy County Clerk Vickie Eastin. However, a **copy** must be submitted to Sally Shoemaker for distribution of the packet and retention.
- As always, if you are unable to attend the meeting after being placed onto an agenda, please send a representative in your place or your item will be rescheduled.
- In order to determine placement on the agenda, please review the county website (www.sweet.wy.us/commissioner) on Thursday afternoon.
- If a request to be placed on an agenda is received **AFTER** the deadline, you will be considered for the next meeting date.
- No handout will be received during a meeting in session.

RESOLUTION 14-02-CL-01
SWEETWATER COUNTY
BUDGET AMENDMENT

DUE to additional operational funding for fiscal year 2014 needed by Castle Rock Hospital District, in the amount of \$450,000,

WHEREAS, representatives from Castle Rock Hospital District came before the Commission on January 21, 2014 to discuss the additional funding needs of Castle Rock Hospital District and a motion passed to provide funding,

WHEREAS, it has been determined that the aforementioned funds need to be transferred within the 2013-2014 County Budget,

WHEREAS, the Notice of Public Hearing has been published in accordance with the regulations and rules governing the budget process and there being no protests filed or expressed to the Board of County Commissioners regarding this amendment to the Sweetwater County Budget at the hearing,

BE IT THEREFORE RESOLVED: that the 2013-2014 fiscal year budget for Sweetwater County be amended to reflect the following budget changes:

Expenditures Increase General Fund:

Castle Rock Hospital District	\$450,000
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Budget Adjustments Decrease:

Budget Adjustments	\$450,000
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Dated at Green River, Wyoming this 18th day of February, 2014.

BOARD OF COUNTY COMMISSIONERS
SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chair

Gary Bailiff, Member

John K. Kolb, Member

Reid O. West, Member

ATTEST:

Steven Dale Davis, County Clerk

Don Van Matre, Member

NOTICE OF PUBLIC HEARING
SWEETWATER COUNTY
BUDGET AMENDMENT

Notice is hereby given of a Public Hearing to amend the Sweetwater County 2013-2014 budget in the amount of \$450,000 due to the additional amount of funds needed to operate by Castle Rock Hospital District.

Said hearing will be held at the Sweetwater County Commissioners' meeting room in the County Courthouse in Green River, Wyoming on the 18th day of February 2014 at 8:30 A.M. At this time, any and all interested persons may appear and express their opinion regarding the budget amendment.

Dated at Green River, Wyoming this 10th day of February, 2014.

Board of County Commissioners
Sweetwater County, Wyoming

Attest:

(s) Wally J Johnson, Chair

(s) Steven Dale Davis, County Clerk

Please Advertise as a Legal Advertisement on: February 12, 2014.

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Date Requested: <div style="text-align: center; font-size: 1.2em;">02-12-2014</div>	Name & Title of Presenter: <div style="text-align: center; font-size: 1.2em;">LARRY LEVITT VSD DIRECTOR</div>
Department or Organization: <div style="text-align: center; font-size: 1.2em;">VSD (TRI-COUNTY)</div>	Contact Phone & E-mail: <div style="text-align: center; font-size: 1.2em;">922-5443 levitt@sweet.wy.us</div>
Exact Wording for Agenda: <div style="text-align: center; font-size: 1.2em;">REQUEST TO UPGRADE PART TIME POSITION TO FULL TIME IN ROCK SPRINGS OFFICE</div>	Preference of Placement on Agenda & Amount of Time Requested for Presentation: <div style="text-align: center; font-size: 1.2em;">(10) MINUTES</div>
Will there be Handouts? (If yes, include with meeting request form) <div style="text-align: center; font-size: 1.5em;">?</div>	Will handouts require SIGNATURES:
Additional Information: <div style="text-align: center; font-size: 1.2em;">AUDITING INFORMATION FROM H. R.</div>	

- All requests to be added to the agenda will need to be submitted in writing on the "Meeting Request Form" by Wednesday at 12:00 p.m. prior to the scheduled meeting and returned in person or electronically to Clerk Sally Shoemaker at: shoemakers@sweet.wy.us
- All handouts are also due by Wednesday at 12:00 p.m. prior to the scheduled meeting date. Handouts may be submitted to Clerk Sally Shoemaker either in person or electronically. *****If your handout is not accompanied with the request to be added to the agenda, your request will be dismissed and you may reschedule for the next meeting provided the handout(s) are received.*****
- Any documents requiring **Board Action** or **signature** are considered agenda items and need to be requested in the same manner.
- All **original** documents requesting action or signature must be submitted to Deputy County Clerk Vickie Eastin. However, a **copy** must be submitted to Sally Shoemaker for distribution of the packet and retention.
- As always, if you are unable to attend the meeting after being placed onto an agenda, please send a representative in your place or your item will be rescheduled.
- In order to determine placement on the agenda, please review the county website (www.sweet.wy.us/commissioner) on Thursday afternoon.
- If a request to be placed on an agenda is received **AFTER** the deadline, you will be considered for the next meeting date.
- No handout will be received during a meeting in session.

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

<p>Date Requested: February 18, 2014</p>	<p>Name & Title of Presenter: Krisena Marchal, Grants Manager Eric Bingham, Rec Board Member</p>
<p>Department or Organization: Grants Admin Rec Board</p>	<p>Contact Phone & E-mail: Krisena Marchal x3888 marchalk@sweet.wy.us</p>
<p>Exact Wording for Agenda: Approval of "The NRA Foundation" Grant Award for the Sweetwater Trap Club</p>	<p>Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 minutes</p>
<p>Will there be Handouts? (If yes, include with meeting request form) Yes</p>	<p>Will handouts require SIGNATURES: No</p>
<p>Additional Information: Requested Action: Motion to accept The NRA Foundation grant award for the Sweetwater Trap Club.</p>	



The
NRA Foundation
Teach Freedom.[™]

January 10, 2014

Sweetwater County Parks and Recreation
Mrs. Krisena Marchal
731 C Street, Suite 110
Rock Springs, WY 82935

Reference # 13WY34

Dear Mrs. Krisena Marchal:

It is with great pleasure that I forward to you the enclosed check for \$19,880.00 for the Promotion of Firearm Safety at the Sweetwater Trap Club. Funds are approved for Fund two Pat Traps and two Canterbury Voice release systems. Please note that grants awarded by the Foundation shall be used only for the purposes set forth in the application and according to the submitted project budget. No funds shall be used for fundraising raffles.

One of the conditions of the grant was that you provide the Foundation a final report at the conclusion of the project/ activities financed from the grant. To facilitate this request we have enclosed a final report form for your convenience. This report will assist us in understanding how your organization utilized the grant. In your summary of the project please address the following:

- How successful were you in reaching the stated goals and objectives in your grant application?
- How did the grant contribute to your success?
- What impact has the project had on its intended audience?
- Please provide us with a detailed summary of expenditures and copies of all receipts accounting for all funds awarded. The grant funds must be used only for items on budget worksheet
- If applicable, how many participated?
- Please include photos, newspaper articles, letters, etc.

Please note that the check is void 90 days from the date of issue. Be sure to deposit the check as soon as possible.

When providing recognition for this grant please note that it is from The NRA Foundation.

Best wishes in the completion of your project.

Sincerely,
Ruthann Sprague
Manager, Grants Administration and Analysis

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

<p>Date Requested: February 18, 2014</p>	<p>Name & Title of Presenter: Krisena Marchal, Grants Manager Chuck Radosevich, Facilities Manager</p>
<p>Department or Organization: Grants Admin Facilities</p>	<p>Contact Phone & E-mail: Krisena Marchal x3888 marchalk@sweet.wy.us</p>
<p>Exact Wording for Agenda: Approval of the Community Development Block Grant Agreement</p>	<p>Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 minutes</p>
<p>Will there be Handouts? (If yes, include with meeting request form) Yes</p>	<p>Will handouts require SIGNATURES: Yes - by the Chairman</p>
<p>Additional Information: Requested Action: Motion to approve, and authorize the Chairman to sign, the Community Development Block Grant Agreement.</p>	

**COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT BETWEEN THE
WYOMING BUSINESS COUNCIL, DIVISION OF INVESTMENT READY
COMMUNITIES AND SWEETWATER COUNTY**

1. **Parties.** THIS COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT ("Grant Agreement") is made between the Wyoming Business Council, Division of Investment Ready Communities ("WBC"), whose address is 214 West 15th Street, Cheyenne, Wyoming 82002 and Sweetwater County, a political subdivision of the State of Wyoming ("Grantee"), whose address is 80 West Flaming Gorge Way Suite 109, Green River, WY 82935. In consideration of the promises and covenants set forth below, the parties agree as follows:

2. **Purpose of Grant Agreement.** WBC shall provide federal Community Development Block Grant ("CDBG") (CFDA #14.228) funds to Grantee in the amount set forth in Section 4, and Grantee shall undertake and complete materials, projects and/or services (collectively, the "Project") described in Attachments A, B, and C attached hereto. Performance by Grantee (and any Subgrantee hereunder) of the requirements of this Grant Agreement and compliance with all CDBG program rules and regulations is a condition to Grantee's receipt of monies hereunder.

3. **Term of Grant Agreement and Required Approvals.** This Grant Agreement shall commence upon the date the last signature is affixed hereto and shall terminate on December 31, 2015, unless otherwise amended or terminated in accordance with the terms and conditions specifically provided herein. This Agreement may be extended when, in the sole discretion of the WBC, circumstances require an extension. Any extension shall be done by written amendment.

4. **Payment.** WBC agrees to grant monies to Grantee 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 and the CDBG program rules and regulations set forth at 24 C.F.R. § 570 (1998). The total payment to Grantee under this Grant Agreement shall not exceed twenty five thousand dollars (\$25,000) ("Grant"). Payment will be made following Grantee's delivery to WBC of invoices detailing services performed in connection with the Project in a form satisfactory to WBC and 24 C.F.R. § 85 more particularly described in 24 C.F.S. § 85. Payment shall be made from WBC's CDBG budget pursuant to the schedule shown on Attachment B hereto. No payment shall be made for any services performed in connection with the Project prior to the date upon which the last required signature is affixed to this Grant Agreement.

5. **Responsibilities of Grantee Regarding the Project.** In undertaking and completing the Project, the Grantee further agrees as follows:

A. **Professional Services.** The Grantee 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 Grantee under similar circumstances, to the satisfaction of the WBC.

ORIGINAL

108932

B. Procurement Regulations. Grantee agrees to comply with federal procurement regulations as stated in the Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments, 24 C.F.R. § 85 (1998) (hereinafter "24 C.F.R. § 85"), and provided separately to Grantee by WBC. Consultants used in connection with the Project must be chosen by Grantee on a competitive basis. In the procurement of supplies, equipment, construction, and services by the States, units of local general governments, and subrecipients, conflict of interest provisions shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance with CDBG funds by the unit of general local government or its subrecipients, to individuals, businesses and other private entities.

(i) Conflicts prohibited. Except for eligible administrative or personnel costs, the general rule is that no persons who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this subpart or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

(ii) Persons covered. The conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving CDBG funds.

(iii) Exceptions: The state may grant an exception upon written request of the unit of general local government provided the state shall fully document its determination in compliance with all requirements of 24 CFR § 570.489 including the state's position with respect to each factor of this section and such documentation shall be available for review by the public and by HUD. An exception may be granted after it is determined that such an exception will serve to further the purpose of the Act and the effective and efficient administration of the program or project of the state or unit of general local government as appropriate. An exception may be considered only after the state or unit of general local government, as appropriate, has provided the following:

- (a) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
- (b) An opinion of the attorney for the state or the unit of general local government, as appropriate, that the interest for which the exception is sought would not violate state or local law.

C. **Compliance with Laws.** In the interpretation, execution, administration, and enforcement of this Grant Agreement, Grantee agrees to comply with all applicable state and federal laws, rules, and regulations including but not limited to:

i. Grantee agrees to comply with all federal requirements governing grant agreements which are applicable, including but not limited to 24 C.F.R. § 85; Office of Management and Budget (“OMB”) Circular A-87 Cost Principles for State and Local Governments; 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 Grantee agrees to comply therewith. The foregoing requirements and other certifications being made by Grantee as a part of this Grant Agreement are more particularly described on Attachment C hereto.

ii. Grantee 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.* (see Attachment C, Section J), and that it will affirmatively further fair housing.

iii. Grantee 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. Grantee 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. Grantee 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. **Monitoring of Activities, Evaluation, and Access.** WBC shall have the right and Grantee hereby agrees to allow WBC, the Comptroller General of the United States, the U.S. Department of Housing and Urban Development (“HUD”) and any of their duly authorized representatives to (i) have access at anytime to any books, documents, papers and records of Grantee related to the Project or any activities related to this Grant Agreement including all such records and activities of any sub-Grantee of Grantee hereunder (“Records”), (ii) make site inspections at anytime, and bring experts and consultants on Grantee’s site, and (iii) observe all Grantee personnel on site in every phase of performance of this Grant Agreement and the Project, for purposes which include but are not limited to: audit and examination of Records, copying of Records, examination or evaluation of completed work or work in progress in connection with the Project, determination as to Grantee’s compliance with applicable laws and regulations as required hereunder, and to evaluate Grantee’s fiscal and administrative compliance with this Grant Agreement and CDBG program rules and regulations. Grantee shall,

immediately upon receiving written request from WBC, the Comptroller General, or HUD, provide to any independent auditor, accountant, or accounting firm, all Records pertinent to this Grant Agreement in such form and detail as WBC and HUD may require. Grantee shall cooperate fully with any such independent auditor, accountant, or accounting firm, during the entire course of any such audit. Grantee shall include an audit of the CDBG Program in its annual audit in accordance with the Single Audit Act of 1984 and OMB Circular A-133.

E. **Copies of Written Product.** If the Project includes a final printed or written product such as a brochure, report, book, poster, etc., Grantee agrees to provide one copy of such product upon its completion to WBC without charge.

F. **Retention of Records.** Grantee agrees to retain all records related to the Project which are required to be retained pursuant to this Agreement or the CDBG program rules and regulations for 3 years following WBC's date of notice to Grantee of administrative closeout of the Grant.

G. **Prohibition on Lobbying.** Grantee agrees that it will comply with the prohibition against the use of Grant monies for lobbying as stated in 18 U.S.C. § 1913 (1984): "No part of the money appropriated by an enactment of Congress shall, in absence of express authorization by Congress, be used directly or indirectly to pay for personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation, but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any Member, or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business." The monetary proceeds of this agreement are specifically for the projects(s)/programs(s) specified in this agreement and cannot be used for any lobbying efforts of either federal or state officials. Strict accounting is needed by the Grantee to ensure no funds are used in this manner.

H. **Grantee Project Monitoring.** The Grantee will monitor grant activities during the entirety of the project. This includes site inspections, file reviews which shall include verification that the national objective is being met as well as documentation on the validity of the methodology used to ensure compliance with the national objective. The Grantee shall also assure the Subgrantee is adhering to the terms set out in Attachment A of the grant agreement.

6. **Responsibilities of WBC.** WBC will, at its discretion, assist in providing Grantee access to information, including without limitation providing Grantee with information concerning CDBG program requirements, rules and regulations and other statutes and regulations referred to herein, and will cooperate with Grantee whenever possible. WBC shall have no

obligations, other than those specifically set forth herein, regarding the Project or its performance.

7. **Special Provisions.**

A. **Limitation on Payments.** WBC's obligation to pay Grantee for Project activities rendered pursuant to this Grant Agreement is conditioned upon the availability of state or federal government funds which are allocated to pay Grantee hereunder. If grant agreement monies are not allocated and available for WBC to pay Grantee for the performance of the Project, WBC may terminate this Grant Agreement at any time in its discretion without further liability or obligation hereunder.

WBC shall notify Grantee 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 WBC in the event termination of this Grant Agreement occurs or this Grant Agreement is affected in any other way by a lack of funds. WBC shall not be obligated or liable for any future payments due or promised hereunder or for any damages to Grantee or any other person or entity as a result of termination under this section. This provision shall not be construed so as to permit WBC to terminate this Grant Agreement in order to contract for similar services from another party.

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. **Reporting.** Within 15 calendar days at the conclusion of each calendar quarter during the Term of this Grant Agreement, Grantee shall furnish WBC with a written progress report. Each progress report shall set forth, in narrative form; the Project work accomplished under the Grant during the quarter and shall include a financial status report. At the end of the term, Grantee shall furnish WBC with a comprehensive report of the Project and accomplishments and personnel retained pursuant to the Grant. Grantee shall likewise furnish WBC with a cumulative financial statement, reflecting total expenditures pursuant to this Grant Agreement.

D. **Office Space.** Grantee will not include charges or seek reimbursement in any invoice submitted to WBC for office or building space of any kind obtained by Grantee for the performance of the Project. Grantee will make no charge for office or building space unless specific provisions are included for such in this Grant Agreement. Under no circumstances will Grantee be allowed to purchase office equipment with funds received through this Grant Agreement.

E. **Minority Business Enterprise.** Grantee 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.

F. **Community Development Plan.** Grantee shall develop a community development plan that identifies community development and housing needs and specifies both short and long-term community development objectives that have been developed in accordance with the primary goals of the CDBG program. The plan should include (i) the needs of low to moderate income individuals; and (ii) a plan to minimize displacement of citizens because of CDBG activities. Grantees using CDBG funds for housing related projects shall also submit a brief narrative describing how they determined their need for their housing program to include pertinent local housing data, surveys, or statistics.

G. **Budget Transfer Limitation.** Grantee agrees it will not exceed any of the line item totals listed on Attachment B by more than twenty percent (20%) without prior approval from WBC. Such changes will not result in any change in the total Project costs, or a change in the Grant amount.

H. **Suspension and Debarment, Voluntary Exclusion.** By signing this Grant Agreement, the Grantee certifies that it is not suspended, debarred, or voluntarily excluded from federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Grant Agreement suspended, debarred, or voluntarily excluded. Further, Grantee agrees to notify the WBC by certified mail should Grantee or any of its agents become debarred, suspended, or voluntarily excluded during the term of this Grant Agreement.

I. **Human Trafficking.** As required by 22 U.S.C. 7104(g) and 2 C.F.R. Part 175, this agreement may be terminated without penalty if a private entity that receives funds under this agreement:

(a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;

(b) Procures a commercial sex act during the period of time that the award is in effect; or

(c) Uses forced labor in the performance of the award or subawards under the award.

J. **Non-Supplanting Certification.** Subrecipient hereby affirms that federal grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Grant Agreement.

8. **Default and Remedies.** In the event Grantee or any Subgrantee of Grantee under this Grant Agreement defaults or is deficient in the performance of any term of this Grant Agreement or any requirements of the CDBG program rules and regulations, then WBC and/or

HUD 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 WBC;
- B. Issuing a letter of warning advising Grantee 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 Grantee to submit proposals for corrective actions, including the correction or removal of the causes of the deficiency;
- D. Advising Grantee that a certification will no longer be acceptable and that additional assurances will be required in such form and detail as WBC and HUD may require;
- E. Advising Grantee to suspend disbursement of funds for the deficient activity;
- F. Advising Grantee 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 Grantee; and/or
- H. Reducing, withdrawing, or adjusting the amount of the Grant.

9. **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, executed and 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, except as specified in Attachment C.

C. **Subgrantee.** The Grantee shall include the requirements of this Grant Agreement in any such agreement or contract, and shall ensure that Subgrantee complies with the terms hereof as if he or it were the Grantee hereunder. 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. Grantee shall not use this Grant Agreement, or any portion thereof, for collateral for any financial obligation, without the prior written permission of WBC.

D. **Assumption of Risk.** Grantee shall be responsible for any loss of state or federal funding, either administrative or program dollars, due to Grantee's failure to comply with this Agreement and all state or federal CDBG requirements. WBC shall notify Grantee of any state or federal determination of noncompliance.

E. **Entirety of Grant Agreement.** This Grant Agreement consisting of eleven (11) pages, Attachment A, consisting of two (2) pages, Attachment B, consisting of one (1) page, and Attachment C, consisting of six (6) pages represents the entire and integrated Grant Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

F. **Indemnification.** The Grantee shall indemnify, defend and hold harmless the State, the Council, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of grantees failure to perform any grantee duties and obligations hereunder or in connection with the negligent performance of grantee duties or obligations, including but not limited to any claims, lawsuits, losses, or liability arising out of grantees malpractice.

G. **Independent Contractor.** Grantee shall function as an independent contractor for the purposes of this Grant Agreement, and shall not be considered an employee of WBC for any purpose. Grantee shall assume sole responsibility for any debts or liabilities that may be incurred by the Grantee in fulfilling the terms of this Grant Agreement, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Grant Agreement. Nothing in this Grant Agreement shall be interpreted as authorizing Grantee or its agents and/or employees to act as an agent or representative for or on behalf of WBC, or to incur any obligation of any kind on the behalf of WBC. Grantee agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to WBC employees will inure to the benefit of Grantee or Grantee's agents and/or employees as a result of this Grant Agreement.

H. **Kickbacks.** Grantee 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. In addition:

i. Grantee shall comply with the Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58, as supplemented in the Department of Labor Regulations 29 C.F.R., § 3. This Act provides that Grantee is prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. Said Act is more particularly described in Attachment C.

ii. No staff member or other personnel of Grantee shall engage in any grant agreement or activity that would constitute a conflict of interest as related to this Grant Agreement.

iii. If Grantee breaches or violates any warranty in this Section 8.h, WBC may, at its discretion, terminate this Grant Agreement without liability to WBC, deduct from the amount of the Grant, or otherwise recover, the full amount of any commission, percentage, gift or fee.

I. **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.

J. **Patent or Copyright Protection.** Grantee 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 Grantee or its Subgrantees hereunder in connection with the Project will infringe any such rights of any person or entity nor will it violate any restriction. Grantee shall defend, indemnify and hold harmless WBC from any infringement, violation or alleged infringement or violation of any such patent, trademark, copyright, license or other restrictions.

K. **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 WBC in its discretion and this Grant Agreement has been reduced to writing, approved as to form by the Office of the Attorney General and signed by all parties.

L. **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.

M. **Sovereign Immunity.** The State of Wyoming and WBC do not waive sovereign immunity by entering into this Grant Agreement and the Grantee does not waive governmental immunity, and each specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, et seq., and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Grant Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

N. **Taxes.** Grantee 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.

O. **Time is of the Essence.** Time is of the essence in the performance by Grantee all provisions of the Grant Agreement.

P. **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.

Q. **Titles Not Controlling.** Titles of sections are for reference only, and shall not be used to construe the language in this Grant Agreement.

R. **Interest in Members of WBC and Others.** No officer, member or employee of WBC, and no public official or employee of the governing body of the locality or location in which the Project is situated or being carried out who exercised any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall: (a) participate in any decision relating to this Grant Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested; or (b) have any interest direct, or indirect, in this Grant Agreement or the proceeds hereof.

S. **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 provisions of this Grant Agreement are intended only to assist the parties in determining and performing their obligations under this Grant Agreement.

T. **Ownership of Documents/Work Product/Materials.** All documents, records, field notes, data samples, specimens, and materials of any kind resulting from performance of this Grant Agreement are at all times the property of the WBC.

U. **Unused/Misused Funds.** The WBC shall be entitled to recover from the Grantee any full or partial payment made under this Grant Agreement for: 1) any payments used for purposes not authorized, or performed outside this Grant Agreement, 2) any payments for services the Grantee is unable to provide, 3) any payments for services the Grantee did not provide but was required to provide under the terms of this Grant Agreement.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

**ATTACHMENT A TO
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN THE WYOMING BUSINESS COUNCIL
AND SWEETWATER COUNTY**

Grantee will receive the sum of twenty five thousand dollars (\$25,000) from the Wyoming Business Council, pursuant to the Economic Development planning grant portion of the Wyoming Community Development Block Grant (CDBG) program. Grantee will, in turn, use the funds to create a judicial development plan for Sweetwater County. This project is more fully described in the CDBG application received by the Wyoming Business Council dated August 19, 2013.

As a result of the grant, the Grantee agrees that on an annual basis, in any fiscal year in which grant funds are received, if the Grantee has received a total of \$500,000.00 or more in federal funds (not just CDBG), the Grantee will provide a copy of the fiscal year's audit done in compliance with federal circular A-133 (see page 2). If federal funds received do not exceed \$500,000.00, Grantee will submit a statement indicating such.

Plans that are specific to housing or that have a housing element should consider the following items/issues. This is particularly true should your community seek future assistance from the Community Development Block Grant program, the Wyoming Community Development Authority, the Wyoming Housing Network, the U.S. Department of Agriculture Rural Development among others to implement the findings of your planning. The WBC recommends a two part process with the first being developing the needs assessment and community awareness and the second part being the long and short term goal setting and implementation.

Housing Needs

- What is the housing deficit in your community (rental, subsidized, homeownership, special needs, assisted living facility, transitional)?
- What are the barriers or impediments to achieving affordable and decent housing for the citizens of the community? What are the solutions?
- What is the market area?
- How many in the community are very low, low, or moderate income?
- How many are in housing with an unreasonable cost burden?
- How many are overcrowded?
- How many are overhoused (needing/wanting to downsize)?
- How many are experiencing substandard housing conditions?
- What is the future supply? (number of units already under construction, permitted or planned, units made available as a result of new units constructed, available land, materials and workers)

Homelessness

- What is the nature and extent of homelessness in your community?
- Are there appropriate facilities and services for homeless families with children?
- What are the characteristics and needs of low income individuals and families with children who are currently housed but threatened with homelessness?
- Number of persons who are not homeless but require supportive housing including the elderly, frail elderly, persons with disabilities (mental, physical or developmental, persons with alcohol or other drug additions, persons with HIV/AIDS and their families or public housing residents).
- Facilities and services to assist those who are not homeless but require supportive housing and programs to keep that person from returning to mental and physical health institutions.

Housing Conditions

- Number of housing units occupied by low and moderate income families that contain lead based paint hazards.
- Significant characteristics of the county's housing markets including supply, demand, condition and cost.
- Are there existing opportunities such as foreclosures, vacant lots, abandoned properties, conversions of non-residential structures or second floor housing?

Support and Policies

- Analysis of the cost, financial impediments, land use controls, building codes, and incentives to develop, maintain or improve affordable housing in the area.
- What are your data sources? (i.e. Census, surveys, advisory group or task force).
- Have you identified potential partnerships? (i.e. local housing authority, housing advocacy groups, Wyoming Community Development Authority, Wyoming Housing Network, developers, realtors, lenders, community support such as Department of Family Services, healthcare, etc.)
- What infrastructure exists? Is it adequate? If not, what are the infrastructure needs?
- What other services are in place or would need to be established such as utilities, schools, transportation?
- What are the past and present market trends?
- Other considerations include quality of existing units, energy efficiency of existing housing stock, vacancy and turnover rates, and price.
- What are the short and long term housing goals?

**ATTACHMENT B TO
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN THE WYOMING BUSINESS COUNCIL
AND SUBLETTE COUNTY**

PURPOSE: Judicial Development Plan

Projected Grant Expenditure Schedule for Sweetwater County Judicial Development Plan			
DESCRIPTION	CDBG	MATCH	TOTAL
		Cash (Sweetwater County)	
Consultant Services	\$25,000	\$25,000	\$50,000
Total Project Cost	\$25,000	\$25,000	\$50,000

All cash requests submitted to the Wyoming Business Council must be accompanied by invoices and bills for goods and services to be purchased by the grant funds. The Wyoming Business Council will release funds only after an invoice is received and these invoices will be paid in the amount of fifty percent (50%) of each invoice billed.

For a consultant to be reimbursed for travel expenses, the following must be provided:

- Date of the trip
- Reason for the trip
- Person(s) making the trip
- Amount of miles charged and at what rate
- Receipt for lodging and meals

If actual costs of the project are more than the available funds indicated in Attachment B, Grantee agrees to pay the difference in the amount of funds awarded through the CDBG Program and the actual costs of the completed project.

Planning Only grants, please note that a digital copy of the completed plan must be submitted before final payment can be made and the grant closed.

**ATTACHMENT C TO
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN THE WYOMING BUSINESS COUNCIL
AND SWEETWATER COUNTY**

Grantee acknowledges and consents to, and will comply with the following:

A. Grantee is authorized and hereby consents to accept the jurisdiction of the Federal courts for the purpose of enforcement of its responsibilities as contained in this Attachment as such an official and Grantee's responsibilities under the Grant Agreement.

B. The Community Development Block Grant program has been developed so as to give maximum feasible priority to activities which will benefit low and moderate income families, or aid in the prevention or elimination of slums or blight.

(The requirement for this certification will not preclude WBC from approving a pre-application where the Grantee certifies, and WBC determines, that all or part of the community development program activities are designed to meet other community development needs having a particular urgency as specifically explained in the pre-application)

C. Grantee will consent to assume the status of a responsible Federal Official under the National Environmental Policy Act of 1969, 42 U.S.C. § 4321 *et seq.* ("NEPA"), insofar as the provisions of Act apply to the Wyoming Small Communities Block Grant Program.

D. Grantee will, in connection with its performance of environmental assessments under NEPA, comply with Section 106 of the National Historic Preservation Act of 1966, 16 U.S.C. § 470); "Protection and Enhancement of the Cultural Environment", Exec. Order No. 11,593, 36 Fed. Reg. 8921 (1971), and 36 C.F.R. § 800.8 by consulting with the Wyoming State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects by the proposed activity.

E. Grantee will comply with the regulations, policies, guidelines and requirements of 24 C.F.R. § 85, as they relate to the acceptance and use of Federal funds and will comply with all requirements imposed by WBC concerning special requirements of law, program requirements, and other administrative requirements.

F. Grantee will administer and enforce the labor standards requirements set forth in the Davis-Bacon Act, 40 U.S.C. § 276a, Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 327-32, the Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58, and regulations issued to implement such requirements, as each may be amended from time to time.

G. Grantee will comply with the provisions of "Floodplain Management", Exec. Order No. 11,988, 42 Fed. Reg. 26,951 (1977), *as amended* by Exec. Order No. 12,148, 44 Fed. Reg. 43,239 (1979), relating to evaluation of flood hazards and floodplain management; and "Protection of Wetlands", Exec. Order No. 11,990, 42 Fed. Reg. 26,961 (1977), *as amended* by Exec. Order No. 12,608, 52 Fed. Reg. 34,617 (1987), relating to wetlands protection.

H. Grantee will comply with the flood insurance purchase requirement of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4001 *et seq.*, which requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area, that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes this Grant.

I. Grantee will, pursuant to the Architectural Barriers Act of 1968, 42 U.S.C. § 4151, *et seq.*, require every building or facility (other than a privately owned residential structure) designed, constructed or altered with funds provided under this part to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to and Useable by the Physically Handicapped", Number A117.1-1961, subject to the exceptions contained in 41 C.F.R. § 101-17.703. Grantee will be responsible for conducting inspections to ensure compliance with these specifications by its contractor(s).

J. Grantee will comply with:

(1) The Civil Rights Act of 1964, 42 U.S.C. 2000 *et seq.*, and the regulations issued pursuant thereto including 24 C.F.R. § 1, which provides that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to any discrimination under any program or activity for which the Grantee receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Grantee, this assurance shall obligate and bind the Grantee, or in the case of any transfer of such property, any transferee, to comply with such laws and regulations for the period during which the property or structure is used for the purpose for which the Federal financial assistance is extended, or for other purposes involving the provision of similar services or benefits.

(2) The Civil Rights Act of 1968, 42 U.S.C. § 3604-3606, administering all programs and activities relating to housing and

Attachment C

*Community Development Block Grant—Economic Development—Grant Agreement Between the Wyoming
Business Council and Sweetwater County—Judicial Development Plan*

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community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services.

K. Grantee will:

(1) Comply with Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Pub. L. No. 91-646, 84 Stat. 1894, and HUD implementing regulations at 49 C.F.R. § 24, and 24 C.F.R. § 570.606;

(2) Provide relocation payments and offer relocation assistance as described in Section 205 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 to all persons displaced as a result of acquisition of real property for an activity assisted under the Wyoming CDBG Program. Such payments and assistance shall be provided in a fair and consistent and equitable manner that ensures that the relocation process does not result in different or separate treatment of such persons on account of race, color, religion, national origin, sex, or source of income.

(3) Assure that, within a reasonable period of time prior to displacement, comparable decent, safe and sanitary replacement dwellings will be available to all displaced families and individuals and that the range of choices available to such persons will not vary on account of their race, color, religion, national origin, sex or source of income.

L. Grantee will comply with the provisions of the Hatch Act, as amended, which limits the political activity of employees.

M. Grantee will give WBC and HUD, through any authorized representatives, access to and the right to examine all records, books, papers, or documents related to the Grant.

N. Grantee will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify HUD of the receipt of any communication from the Director of EPA Office of Federal Activities indicating that the facility to be used in the Project is under consideration for listing by the EPA.

O. Grantee will comply with the provisions of 42 U.S.C. § 4831, regarding the use and removal of lead-based paints.

Attachment C

P. Grantee will, with any housing rehabilitation program, implement the provisions of Section 39, Energy Conservation Standards, of the Housing and Urban Development Act, Pub. L. No. 89-117, 79 Stat. 451 (1965), as is practical and possible in the rehabilitation of any residential structures, and will adopt and implement a housing rehabilitation standard.

Q. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 and the regulations issued pursuant thereto 24 C.F.R. § 8), which provide that "No otherwise qualified individual with disabilities in the United States shall solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance..."

R. Grantee certifies that the unit of local government participating in this CDBG Agreement and/or Contract for Services is or will be following a detailed citizen participation plan that satisfies the requirements of 24 C.F.R., § 570.486.

S. Grantee certifies that the unit of local government participating in this CDBG Agreement and/or contract for services has identified its community development and housing needs, including the needs of low and moderate income families, and the activities to be undertaken to meet these needs.

T. Grantee certifies that the unit of local government participating in this CDBG Agreement and/or contract for services will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements. However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Grantee will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of a fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

U. Grantee certifies that the unit of local government participating in this CDBG Agreement and/or contract for services has adopted and is enforcing:

Attachment C

*Community Development Block Grant –Economic Development – Grant Agreement Between the Wyoming
Business Council and Sweetwater County—Judicial Development Plan*

(1) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

(2) A policy of enforcing applicable state and local laws against physically barring entrance-to or exit-from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

V. Grantee will comply with, certify to, and have a written policy in accordance with the Drug-Free Workplace Act of 1988 (Public Law 100-690), including but not limited to provisions of 24 C.F.R. § 24(F), "Drug-Free Workplace Requirements", and 48 C.F.R. § 23.5, "Drug-Free Workplace". Compliance includes, but is not limited to, the publication of a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

W. Grantee certifies that to the best of its knowledge and belief:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the unit of local government participating in this CDBG Agreement, 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(3) It will require that the language of paragraphs 1 and 2 of this certification will be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Attachment C

X. Grantee certifies that the activities to be undertaken with CDBG funds are consistent with the Strategic Plan incorporated within the State Consolidated Plan for Housing and Community Development.

Y. Grantee will comply with Section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 C.F.R. § 135, “Economic Opportunities for Low and Very Low Income Persons”, as each may be amended.

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

<p>Date Requested: February 18, 2014</p>	<p>Name & Title of Presenter: Krisena Marchal, Grants Manager Richard Haskell, Sheriff</p>
<p>Department or Organization: Grants Admin Sheriff's Office</p>	<p>Contact Phone & E-mail: Krisena Marchal x3888 marchalk@sweet.wy.us</p>
<p>Exact Wording for Agenda: Approval of the FY 2013 State Homeland Security Grant Program Award Agreement</p>	<p>Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 minutes</p>
<p>Will there be Handouts? (If yes, include with meeting request form) Yes</p>	<p>Will handouts require SIGNATURES: Yes - by the Chairman</p>
<p>Additional Information: Requested Action: Motion to approve, and authorize the Chairman to sign, the Fiscal Year 2013 State Homeland Security Grant Program Award Agreement #13-GPD-SWE-SC-HSG13.</p>	



Matthew H. Mead
Governor

Office of Homeland Security

Telephone: (307) 777-Home (4663) Fax: (307) 635-6017
Website: www.wyohomelandsecurity.state.wy.us
5500 Bishop Blvd., Cheyenne, WY 82002

THE STATE OF WYOMING

Guy Cameron
Director

Grant Award for U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA), Grant Programs Directorate, State Homeland Security Grant Program (SHSP) Fiscal Year 2013

Political Subdivision:	Sweetwater County
Award Amount:	\$69,404.52
Award Period:	September 1, 2013 through May 31, 2015
CFDA #:	97.067
DHS Grant Code:	EMW-2013-SS-00011-S01
Project ID:	13-GPD-SWE-SC-HSG13

1. **Parties:** The parties to this Grant Award Agreement [Grant] are the **Wyoming Office of Homeland Security**, whose principal address is 5500 Bishop Blvd, Cheyenne, WY 82002 [Homeland Security] and **Sweetwater County**, whose mailing address is 80 W. Flaming Gorge Way, Green River, WY 82935[Subrecipient].
2. **Contact Information:** Subrecipient's submission of required reports and forms designated herein will be made using online tools when required by the procedures and protocol of the U.S. Department of Homeland Security, State Homeland Security Grant Program. All other reports, forms, and communications regarding this Grant shall be directed to the attention of Wyoming Office of Homeland Security's designated contact person. Subrecipient must keep Homeland Security up-to-date as to the name of the person acting as Subrecipient's primary contact person for this Grant using the Point of Contact Information Form attached and incorporated herein as Attachment One, including any change of contact person, address, or telephone information. Subrecipient's primary contact person shall cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Grant. An e-mail address must be provided for the contact person and that e-mail account must be regularly checked for new messages.
3. **Funding Authority:** The funds Homeland Security will distribute to Subrecipient are drawn from grant funds distributed to the State of Wyoming by the Fiscal Year 2013 Department of Homeland Security Appropriations Act, 2013 (Public Law 113-6). The program is authorized by the *Homeland Security Act of 2002* (Public Law 107-296), as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (Public Law 110-53).
4. **Term of Grant Award and Required Approvals:** This Grant is effective when all parties have executed it and all required approvals have been secured. The term of this Grant is from September 1, 2013 through May 31, 2015. The total amount of this Grant is **\$69,404.52**.

WOHS
Original Document

5. **Federal Grant References:** The Fiscal Year 2013 HSGP Program Funding Opportunity Announcement (FOA) can be found at www.fema.gov, or www.wyohomelandsecurity.state.wy.us.

6. **Purpose of Grant Award:** The FY 2013 Homeland Security Grant Program (HSGP) plays an important role in the implementation of Presidential Policy Directive 8 (PPD-8) by supporting the development and sustainment of core capabilities. Core capabilities are essential for the execution of each of the five mission areas outlined in the *National Preparedness Goal* (NPG). The development and sustainment of these core capabilities are not exclusive to any single level of government or organization but rather require the combined effort of the whole community. The FY 2013 HSGP supports all core capabilities in the Prevention, Protection, Mitigation, Response, and Recovery mission areas based on allowable costs. The FY 2013 HSGP Funding Opportunity announcement identifies three program specific priorities:

- **Priority One: Implementation of NPS and the Whole Community Approach to Security and Emergency Management**

Objective One: Completion of the THIRA process in alignment with National Preparedness System guidance to identify the resources required to deliver core capabilities.

Objective Two: Conduct risk driven, capabilities-based planning through whole community councils and working groups.

Objective Three: Organization – Typing of equipment, and credentialing and training of personnel.

Objective Four: Sustaining Capabilities.

- **Priority Two: Building and Sustaining Law Enforcement Terrorism Prevention Capabilities.**

Objective One: Nationwide Suspicious Activity Reporting Initiative (NSI)

- **Priority Three: Maturation and Enhancement of State and Major Urban Area Fusion Centers** (Wyoming does not have a Fusion Center. However, virtual platforms do exist through Division of Criminal Investigation, Attorney General's Office, Federal Bureau of Investigation, Wyoming Office of Homeland Security, and State and Local Law Enforcement Agencies.)

Objective One: Baseline Capabilities.

Objective Two: Analytic Capabilities.

- **Priority Four: Innovation and Sustained Support for the National Campaign for Preparedness**

Objective One: Foster individual and community preparedness and resilience by identifying needs; mobilizing partners; and creating innovative and effective solutions that can be grown, sustained, and replicated.

- **Priority Five: Improve Immediate Emergency Victim Care at Mass Casualty Events**

Objective One: Improve emergency care to victims of mass casualty events, including mass shootings.

Objective Two: Improve community first aid training.

7. **Payment:** Homeland Security agrees to pay Subrecipient for the services described herein during the performance period of the Grant. The total payment under this Grant shall not exceed **\$69,404.52 (sixty nine thousand four hundred four dollars and fifty two cents)**. No payment shall be made for services rendered outside the performance period of the grant or for activities commenced without prior approval, if prior approval is required. Payment will be made to Subrecipient by Homeland Security upon receipt and approval of a Reimbursement Request Form, Expense Claim Form and proof of payment provided the expenditures comply with the FY2013 Funding Opportunity Announcement (FOA), the Authorized Equipment list found at <https://www.rkb.us>, and all applicable federal and state laws. There will be no extensions for the 2013 State Homeland Security Grant reimbursement or performance period.

8. **Responsibilities of Subrecipient:** Subrecipient agrees to and acknowledges the following limitations and special conditions:

A. Subrecipient must be familiar with all the requirements and restrictions of the Homeland Security Grant Program, including:

(1) Subrecipient must be familiar with the 2013 HSGP objectives and priorities identified in the FY

- 2013 Homeland Security Grant Funding Opportunity Announcement and the State Initiatives which can be found at www.wyohomelandsecurity.state.wy.us.
- (2) Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2013 Homeland Security Grant Program Funding Opportunity Announcement (FOA). Allocations and use of grant funding must support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies. Allocations and use of grant funding must also support the Investments identified in the Investment Justifications which were submitted as part of the FY 2013 application. Subrecipient may not use this grant funding to purchase equipment not specifically authorized in the Authorized Equipment List (AEL) unless the proposed acquisition is reviewed by Homeland Security and approved by DHS in writing prior to purchase.
 - (3) Subrecipient agrees to comply with the exercise and evaluation requirements set forth in the current edition of the U.S. Department of Homeland Security (DHS), Office for Domestic Preparedness (ODP), Fiscal Year 2013 Homeland Security Exercise and Evaluation Program (HSEEP) guidance. An HSEEP Fact Sheet can be found at <https://hseep.dhs.gov/support/HSEEP%20Revision%20Fact%20Sheet%20041612.pdf>.
 - (4) Subrecipient agrees to comply with the financial and administrative requirements set forth in the FY 2013 Homeland Security Grant Program (HSGP) Funding Opportunity Announcement (FOA).
 - (5) Subrecipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States and Local Governments, and Non-Profit Organizations.
 - (6) Subrecipient further agrees to comply with the standards put forth in OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments.
 - (7) Subrecipient may use its own procurement procedures, provided its procurement process conforms to applicable federal and state laws and the standards identified in OMB Circular A-102. All sole-source procurement in excess of \$10,000 must receive prior approval of Homeland Security. Contractors must develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFPs) for a proposed procurement to be excluded from the competitive bidding requirements. Any request for exemption must be submitted to Homeland Security and approved by the Grants Program Directorate in writing prior to obligation or expenditure of such funds.
 - (8) Subrecipient shall ensure all equipment purchased with these grant funds is maintained and available for response to terrorist incidents. Subrecipient agrees that, when practicable, any equipment or supplies purchased with grant funding shall be prominently marked as follows: **“Purchased with funds provided by the U.S. Department of Homeland Security and administered by the Wyoming Office of Homeland Security.”** Subrecipient agrees that all publications created with funding under this Grant shall prominently contain the following statement: **“This document was prepared under a grant from the FEMA’s National Preparedness Directorate, U.S. Department of Homeland Security administered by the Wyoming Office of Homeland Security (WOHS). Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA’s National Preparedness Directorate of the U.S. Department of Homeland Security, the State of Wyoming or WOHS.”** Additionally, Subrecipient acknowledges that DHS/FEMA and Homeland Security reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal and Wyoming state government purposes: (1) the copyright in any work developed under this Grant; and (2) any rights of copyright to which Subrecipient purchases ownership under this Grant. Subrecipient must consult with DHS/FEMA and WOHS regarding any patent rights that arise from, or are purchased with, this Grant.
 - (9) Subrecipient agrees to cooperate with any assessments, national evaluation efforts and requests for information or data including, but not limited to, information required for the assessment or evaluation of activities within this Grant.

- (10) Subrecipient agrees that federal funds under this award will be used to supplement but not supplant state or local funds.
 - (11) Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Grants and Training.
 - (12) When implementing National Preparedness Directorate (NPD) funded activities, Subrecipient must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended. Subrecipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting NPD-funded activities.
 - (13) Subrecipient may only fund Investments that were included in the FY 2013 Investment Justification (State Initiatives) that were submitted to DHS. Descriptions of the 2013 State Initiatives can be found at www.wyohomelandsecurity.state.wy.us.
 - (14) Subrecipient shall comply with all applicable "Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898)." **Failure of Subrecipient to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding.** Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 45 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.
- B.** This Grant cannot be changed or altered in any way without prior written authorization from Homeland Security.
- C.** Subrecipient may not commingle or transfer funds under this Grant with the funds of any other state or federal grants.
- D.** As mandated by Homeland Security Presidential Directive/HSPD-5 (HSPD-5), *Management of Domestic Incidents*, the adoptions of the National Incident Management System (NIMS) is a requirement to receive federal preparedness assistance, through grants, contracts and other activities. Subrecipient shall update and/or modify their operational plans, and training and exercise activities, as necessary, to achieve conformance with the National Response Framework (NRF) and the National Incident Management System (NIMS) implementation guidelines.
- E.** State Initiatives focus on building and sustaining programs and capabilities within and across state boundaries, while aligning with the National Preparedness Goal and National Priorities. Capabilities should be strategically located to maximize the return on preparedness investments, and all available funding sources (federal, state, local, and private) should contribute to building and sustaining these capabilities. Grant funds shall be expended on any or all of the following FY 2013 State Initiatives:
- (1) WyoLink Interoperability
 - (2) Community Resilience
 - (3) Regional Emergency Response Teams
 - (4) Wyoming Improvised Explosive Device (IED) Protection and Response
 - (5) Information Sharing Across Critical Infrastructure Sectors
 - (6) School Safety and Security

- (7) Cyber Terrorism
- (8) Mass Casualty – Victim Care

F. Subrecipient's quarterly progress reports through March 31, June 30, September 30, and December 31 must be submitted to the Wyoming Office of Homeland Security by April 10, July 10, October 10, and January 10, respectively. Quarterly reports will include:

- (1) Equipment purchased and the number of people trained in a given capability to support a reported number defined resource typed teams including Bomb Squads, Dive Teams, SWAT Teams, and Explosive Detection Canine Teams. (e.g., 63 responders were trained in structural collapse to support 23 Type 2 USAR Teams)
- (2) The total number of a defined type of resource and capabilities built utilizing the resources of this Grant
- (3) What equipment was purchased and what typed capability it supports. Quarterly report forms are located on the Homeland Security website: <http://wyohomelandsecurity.state.wy.us>

9. Responsibilities of Homeland Security:

- A. Homeland Security will be available to provide necessary and feasible technical advice, which may be reasonably required by Subrecipient.
- B. Homeland Security will pay Subrecipient as stated in paragraph 7 above.
- C. Homeland Security shall notify Subrecipient of any state or federal determination of noncompliance. Homeland Security will provide Subrecipient written notice of intent to impose immediate measures and will make reasonable efforts to resolve the problem informally.
- D. Homeland Security shall notify Subrecipient at the earliest possible time of the services, which may be affected by a shortage of funds.
- E. Homeland Security shall notify Subrecipient of information and updates received from FEMA or other federal agencies, which may affect or otherwise restrict the availability of funds awarded to Subrecipient herein.

10. Special Provisions:

- A. **Assumption of Risk:** Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to Subrecipient's failure to comply with state or federal requirements.
- B. **Cost Principles:** Subrecipient agrees to comply with the standards set forth in OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments (2 CFR § Part 225).
- C. **Debarment or Suspension:** By signing this agreement, Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction 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 at www.epls.gov.
- D. **Disadvantaged Business Requirement:** To the extent Subrecipient uses contractors or subcontractors, Subrecipient shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
- E. **Drug-Free Workplace:** Subrecipient shall certify that a drug-free workplace is maintained in accordance with the Drug-Free Workplace Act of 1988, and implemented at 44 CFR § Part 17, Subpart F.
- F. **Duplication of Benefits:** There may not be a duplication of any federal assistance, per 2 CFR Part 225, Basic Guidelines Section C.3 (c), which states: Any costs allocable to a particular Federal award or cost objective under the principles provided for in this Circular may not be charged to other federal awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the federal awards, or for other reasons. However, this prohibition would not preclude governmental units from shifting costs allowable under two or more awards in accordance with existing program agreements.

- G. Environmental and Historic Preservation Requirements:** Subrecipient shall comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the State or FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of the State and FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 45 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient will immediately cease construction and notify the Wyoming Office of Homeland Security, FEMA and the appropriate State Historic Preservation Office. **Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.** Additional information can be found at <http://ojp.usdoj.gov/odp/docs/info271.pdf> and <http://www.fema.gov/plan/ehp/ehp-applicant-help.shtm>.
- H. Financial and Compliance Audit Report:** Subrecipients that expend an aggregate amount of \$500,000 or more in federal funds during their fiscal year are required to undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the organizational audit requirements of the U.S. General Accounting Office Government Auditing Standards and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the Subrecipient's fiscal year. Subrecipient shall retain financial records and all other documentation as specified in the Financial Guide. Subrecipient shall give Homeland Security or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers or documents related to this Grant. Subrecipient shall provide one (1) copy of the audit report to Homeland Security and require release of the audit report by its auditor be held until adjusting entries are disclosed and made to Homeland Security's records. Subrecipient shall provide Homeland Security one (1) copy of all other audits performed which cover any part of this Grant.
- I. Freedom of Information Act:** Information submitted in the course of applying for funding or provided in the course of grant management activities, may be considered law enforcement sensitive or otherwise important to national security interests. While this information is subject to requests made pursuant to the Freedom of Information Act, 5 U.S.C. §552, all determinations concerning the release of information of this nature are made on a case-by-case basis by the DHS FOIA Office. Subrecipient should consult state and local laws and regulations regarding the release of information. Subrecipient should be familiar with the regulations governing protected critical infrastructure information, 6 CFR § Part 29, and sensitive security information, 49 CFR § Part 1520, as these designations may provide additional protection to certain classes of homeland security information.
- J. Human Trafficking:** As required by 22 U.S.C. 7104(g) and 2 CFR § Part 175, this agreement may be terminated without penalty if a private entity that receives funds under this agreement:
- (1) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procures a commercial sex act during the period of time that the award is in effect; or
 - (3) Uses forced labor in the performance of the award or sub awards under the award.
- K. Individuals with Disabilities in Emergency Preparedness:** In accordance with Executive Order #13347, *Individuals with Disabilities in Emergency Preparedness*, signed July 2004, Subrecipient is encouraged to use funding for activities that integrate people with disabilities into their planning and

response processes.

Further guidance is available at <http://www.fema.gov/pdf/media/2008/301.pdf>; <http://www.LLIS.gov>; <http://www.fema.gov/oei/reference/>; <http://www.disabilitypreparedness.gov>.

- L. Kickbacks:** Subrecipient certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Grant, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Grant. If Subrecipient breaches or violates this warranty, Homeland Security may, at its discretion, terminate this Grant without liability to Homeland Security, or deduct from this Grant price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- M. Limitations on Lobbying Activities:** By signing this agreement, Subrecipient agrees that, in accordance with Public Law 101-121, payments made from a federal grant shall not be utilized by Subrecipient in connection with lobbying Congressmen, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan. Further, Subrecipient may not use any federal funds, either directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.
- N. Limited English Proficient (LEP) Persons:** Subrecipient must certify that Limited English Proficiency Persons have meaningful access to the services under this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI of the Civil Rights Act of 1964, as amended, Subrecipient is required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The guidance document can be accessed at www.lep.gov.
- O. Monitoring Activities:** Subrecipient may be monitored periodically by the staff of Homeland Security, DHS/FEMA, or Grant Program Directorate (GPD), and/or the authorized contractors thereof, to ensure the program goals, objectives, timelines, budgets and other related Grant criteria are being met.
- P. National Preparedness Reporting Compliance:** Subrecipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within their grant agreement. This includes any assessments, audits, or investigations conducted by the Department of Homeland Security, Office of Inspector General, or the Government Accountability Office.
- Q. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Grant, shall be paid by either party.
- R. Nondiscrimination:** Subrecipient shall comply with all state and federal civil rights laws, to include Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000 *et. seq.*), the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et. seq.*), the Americans With Disabilities Act, (42 U.S.C. 12101 *et. seq.*), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681 *et. seq.*) and the Age Discrimination Act of 1975, as amended (20 U.S.C. 6101 *et. seq.*). Subrecipient shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin or disability in connection with the performance of this Grant.
- S. Non-Supplanting Certification:** Subrecipient hereby affirms that Grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this agreement.
- T. Program Income:** Subrecipient shall not deposit funds in an interest-bearing account without prior approval by Homeland Security. Income attributable to the Grant shall be reported to Homeland Security. Any income attributable to the grant funds distributed under this agreement must be used to increase the scope of the program or returned to Homeland Security.
- U. Records Retention:** Subrecipient shall retain financial records and all other documentation for a

minimum of three (3) years following the close of the Grant or audit. Subrecipient will give Wyoming Office of Homeland Security and any of its representatives, access to all books, documents, papers, and records which are pertinent to this Grant.

V. Technology Requirements:

- (1) FEMA requires all grantees to use the latest National Information Exchange Model (NIEM) specification and guidelines regarding the use of Extensible Markup Language (XML) for all grant awards. Further information about the required use of NIEM specifications and guidelines is available at <http://www.niem.gov>.
- (2) FEMA requires any information technology system funded or supported by these funds comply with 28 CFR § Part 23, Criminal Intelligence Systems Operating Policies, if this regulation is determined to be applicable.
- (3) Subrecipient is encouraged to align any geospatial activities with the guidance available on the FEMA website at <http://www.fema.gov/grants>.

11. General Provisions:

- A. Amendments:** Any changes, modifications, revisions or amendments to this Grant which are mutually agreed upon by the parties to this Grant shall be incorporated by written instrument, executed and signed by all parties to this Grant.
- B. Applicable Law/Venue:** The laws of the State of Wyoming shall govern the construction, interpretation and enforcement of this Grant. The courts of the State of Wyoming shall have jurisdiction over this Grant and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment/Grant Not Used as Collateral:** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Grant without the prior written consent of the other party. Subrecipient may not use this Grant, or any portion thereof, for collateral for any financial obligation without the prior written permission of Homeland Security.
- D. Availability of Funds:** Each payment obligation of Homeland Security is conditioned upon the availability of government funds, which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by Subrecipient, Homeland Security may terminate this Grant at the end of the period for which the funds are available. No penalty shall accrue to Homeland Security in the event this provision is exercised, and Homeland Security shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit Homeland Security to terminate this Grant to acquire similar services from another party.
- E. Award of Related Contracts:** Homeland Security may undertake or award supplemental or successor contracts for work related to this Grant. Subrecipient shall cooperate fully with other subrecipients, contractors and Homeland Security in all such cases.
- F. Compliance with Law:** Subrecipient shall keep informed of and comply with all applicable federal, tribal, state and local laws and regulations in the performance of the agreement.
- G. Confidentiality of Information:** Notwithstanding the release of records as required by the Wyoming Public Records Act, Wyo. Stat. § 16-4-201 *et seq.*, all documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by Subrecipient, exclusive to the performance of this Grant, shall be kept confidential by Subrecipient unless written permission is granted by Homeland Security for its release.
- H. Conflicts of Interest:** Subrecipient shall immediately notify Homeland Security of any potential or actual conflicts of interest arising during the course of Subrecipient's performance under this Grant. This Grant may be terminated in the event Homeland Security discovers an undisclosed conflict of interest. Termination of this Grant will be subject to a mutual settlement of accounts.
- I. Entirety of Grant:** This Grant, consisting of eleven (11) pages plus Attachment One, Point-of-Contact Information Form, consisting of one (1) page, and Attachment Two, Summary of State Initiatives,

consisting of three (3) pages, which are attached and incorporated herein, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

- J. Ethics:** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*), and any and all ethical standards governing Subrecipient.
- K. Force Majeure:** Neither party shall be liable for failure to perform under this Grant if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- L. Indemnification:** Each party to this agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- M. Independent Subrecipient:** Subrecipient shall function as an independent contractor for the purposes of this Grant, and Subrecipient or its agents and/or employees shall not be considered employees of the State of Wyoming for any purpose. Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by Subrecipient in fulfilling the terms of this Grant, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Grant. Nothing in this Grant shall be interpreted as authorizing Subrecipient or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or Homeland Security, or to incur any obligation of any kind on the behalf of the State of Wyoming or Homeland Security. Subrecipient agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to State of Wyoming employees will inure to the benefit of Subrecipient or its agents and/or employees as a result of this Grant.
- N. Modifying Grant:** Nothing in this Grant document, or any other guidance from Homeland Security, shall be interpreted to modify, change, or supersede pertinent state statutes and regulations, or federal grant guidance, rules, regulations, and statutes.
- O. Notices:** All notices arising out of, or from, the provisions of this Grant shall be in writing and given to the parties using the contact information provided in paragraph 2, or as subsequently updated, either by regular mail or delivery in person.
- P. Patent or Copyright Protection:** Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by Subrecipient will violate any such restriction.
- Q. Prior Approval:** This Grant shall not be binding upon either party, no services shall be performed under the terms of this Grant, and the Wyoming State Auditor shall not draw warrants for payment on this Grant, until this Grant has been reduced to writing, approved as to form by the Office of the Wyoming Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming or his designee if required by Wyo. Stat. § 9-2-1016(b)(iv)(D).
- R. Severability:** Should any portion of this Grant be judicially determined to be illegal or unenforceable, the remainder of the Grant shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- S. Sovereign Immunity:** The State of Wyoming and Homeland Security do not waive sovereign immunity by entering into this Grant and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Subrecipient retains all immunities and defenses provided by law including Wyo. Stat. § 1-39-101 *et seq.*
- T. Taxes:** Subrecipient shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.

- U. Termination of Grant Award:** This Grant may be terminated upon mutual agreement by Homeland Security and Subrecipient and subject to settlement of all accounts. Grant funding may be suspended or terminated for cause if Subrecipient fails to perform in accordance with the terms of this Grant, including: failure to make satisfactory progress, failure to follow the requirements herein, failure to submit the required reports, and false certification in any report or other document. Homeland Security will provide Subrecipient written notice of intent to impose immediate measures and will make reasonable efforts to resolve the problem informally without termination.
- 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 shall not be construed so as to create such status. The rights, duties and obligations contained in this Grant shall operate only between the parties to this Grant, and shall inure solely to the benefit of the parties to this Grant. The provisions of this Grant are intended only to assist the parties in determining and performing their obligations under this Grant. The parties to this Grant intend and expressly agree that only parties signatory to this Grant shall have any legal or equitable right to seek to enforce this Grant, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Grant, or to bring an action for the breach of this Grant.
- W. Time is of the Essence:** Time is of the essence in all provisions of this Grant.
- X. Titles Not Controlling:** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Grant.
- Y. Waiver:** The waiver of any breach of any term or condition in this Grant shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

12. **Signature:** By signing this Grant, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Grant and that they have the authority to sign it.

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

HOMELAND SECURITY

Guy Cameron, Director

Date

SWEETWATER COUNTY

Mr. Wally Johnson
Chair, Sweetwater County Commission

Date

Attested by: County Clerk

Date

Approved as to Form:

Clifford Beever, Deputy

County Attorney

2/12/14

Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM

S. Jane Caton #105496

S. Jane Caton, Senior Assistant Attorney General

9-16-13

Date

Attachments:

1. Point of Contact Information Form.
2. Summary of State Initiatives



Point-of-Contact Information Form:

Date Submitted: October 9, 2013

Return to: Wyoming Office of Homeland Security
 Attn: Erika Key
 Fax: (307) 635-6017
 E-mail: erika.key1@wyo.gov
 5500 Bishop Blvd
 Cheyenne WY, 82002

Jurisdiction:	Sweetwater County Sheriff's Office							
Change from Previous:	Yes				No		X	
Grant Responsibility	SHSP		CCP		LETPA:	Sheriff	X	Coroner
Name:	Karen French							
Title:	Administrative Assistant							
Address:	731 C St., Suite 234							
Address:								
City:	Rock Springs							
ZIP:	82901							
E-Mail:	frenchk@sweet.wy.us							
Work Phone:	307-922-5316							
Cell Phone:								
Fax:	307-922-5483							



MATTHEW H. MEAD
Governor

THE STATE OF WYOMING

Office of Homeland Security

Telephone (307) 777-Home (4663)
Fax (307) 635-6017
5500 Bishop Boulevard, Cheyenne, Wyoming 82009

September 17, 2013

Mr. Wally Johnson
80 W. Flaming Gorge Way
Green River, WY 82935

Dear Chairperson Johnson:

I am pleased to forward to Sweetwater County the grant award for the U.S. Department of Homeland Security (DHS), State Homeland Security Grant Program (SHGP) for FY 2013 in the amount of \$69,404.52 .

All 50 States, the District of Columbia, and Puerto Rico will receive 0.35 percent of the total funds allocated for grants under Section 2003 and Section 2004 of the Homeland Security Act of 2002, as amended by the 9/11 Act, for SHSP. The states must then pass-through 80% of the funding received to the local jurisdictions, while allocating 25% to Law Enforcement Terrorism Prevention Activities (LETPA).

The FY 2013 Homeland Security Grant Program (HSGP) plays an important role in the implementation of Presidential Policy Directive 8 (PPD-8) by supporting the development and sustainment of core capabilities. Core capabilities are essential for the execution of each of the five mission areas outlined in the *National Preparedness Goal* (NPG). The development and sustainment of these core capabilities are not exclusive to any single level of government or organization, but rather require the combined effort of the whole community. The FY 2013 HSGP supports all core capabilities in the Prevention, Protection, Mitigation, Response, and Recovery mission areas based on allowable costs.

The FFY 2013 statewide initiatives are as follows:

- (1) WYOLINK Interoperability Initiative
- (2) Community Resilience
- (3) Regional Emergency Response Teams
- (4) Wyoming Improvised Explosive Device (IED) Protection and Response
- (5) Information Sharing Across Critical Infrastructure Sectors
- (6) School Safety and Security
- (7) Cyber Terrorism
- (8) Mass Casualty – Victim Care

All of your SHSP expenditures must be applicable to the five priorities identified in the FY 2013 Funding Opportunity Announcement and the statewide initiatives. A summary of these initiatives can be found on our website <http://hls.wyo.gov> (copy enclosed).

Subrecipient THIRAs will NOT be a requirement for the FY 2013 grants. However, Wyoming Office of Homeland Security (WOHS) staff will provide guidance for completion of a local THIRA if requested by the jurisdiction. The WOHS will be completing a statewide THIRA for submission to the Grants Program Directorate by the end of 2013. This will meet the qualifications to receive Homeland Security grant funding for FY 2013.

I encourage you to thoroughly review the enclosed Grant Award Agreement (GAA), as many areas have changed for FY 2013. There are two additional priorities, (Innovation and Sustained Support for the National Campaign for Preparedness and Improve Immediate Emergency Victim Care at Mass Casualty Events), that have been added to the 2013 State Homeland Security Grant Funding Opportunity Announcement:

Priority One: Implementation of the NPS and a Whole Community Approach to Homeland Security and Emergency Management

- Objective One: Completion of the THIRA process in alignment with National Preparedness System guidance to identify the resources required to deliver core capabilities.
- Objective Two: Conduct risk driven, capabilities-based planning through whole community councils and working groups.
- Objective Three: Organization – Typing of equipment, and credentialing and training of personnel.
- Objective Four: Sustaining Capabilities.

Priority Two: Building and Sustaining Law Enforcement Terrorism Prevention Capabilities

- Objective One: Nationwide Suspicious Activity Reporting Initiative (NSI)

Priority Three: Maturation and Enhancement of State and Major Urban Area Fusion Centers

- Objective One: Baseline Capabilities.
- Objective Two: Analytic Capabilities.

Priority Four: Innovation and Sustained Support for the National Campaign for Preparedness

- Objective One: Foster individual and community preparedness and resilience by identifying needs; mobilizing partners; and creating innovative and effective solutions that can be grown, sustained, and replicated.

Priority Five: Improve Immediate Emergency Victim Care at Mass Casualty Events

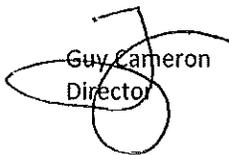
- Objective One: Improve emergency care to victims of mass casualty events, including mass shootings.
- Objective Two: Improve community first aid training.

I also encourage you to review the section regarding the requirements for projects needing an Environmental and Historic Preservation (EHP) Review:

Subrecipient shall comply with all applicable "Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898)." Failure of Subrecipient to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding. Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.

Any concerns regarding our initiatives or the governmental requirements can be directed to your respective county coordinator. You may also contact Erika Key, (307) 777-5768, erika.key1@wyo.gov, at the Wyoming Office of Homeland Security.

Sincerely,


Guy Cameron
Director

Enclosures: Grant Award Agreement (GAA), Point of Contact Form, State Initiatives Summary, Non Binding Notice of Intent
Cc: County Coordinator
GC:ek

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

<p>Date Requested:</p> <p>February 18, 2014</p>	<p>Name & Title of Presenter:</p> <p>Krisena Marchal, Grants Manager Richard Haskell, Sheriff</p>
<p>Department or Organization:</p> <p>Grants Admin Sheriff's Office</p>	<p>Contact Phone & E-mail:</p> <p>Krisena Marchal x3888 marchalk@sweet.wy.us</p>
<p>Exact Wording for Agenda:</p> <p>Approval of the FY 2013 LEPTA Grant Award Agreement</p>	<p>Preference of Placement on Agenda & Amount of Time Requested for Presentation:</p> <p>5 minutes</p>
<p>Will there be Handouts? (If yes, include with meeting request form)</p> <p>Yes</p>	<p>Will handouts require SIGNATURES:</p> <p>Yes - by the Chairman</p>
<p>Additional Information:</p> <p>Requested Action:</p> <p>Motion to approve, and authorize the Chairman to sign, the Fiscal Year 2013 Law Enforcement and Terrorism Prevention-oriented Activities (LETPA) Grant Award Agreement #13-GPD-SWE-LS-HLE13.</p>	



Matthew H. Mead
Governor

Office of Homeland Security

Telephone: (307) 777-Home (4663) Fax: (307) 635-6017
Website: www.wyohomelandsecurity.state.wy.us
5500 Bishop Blvd., Cheyenne, WY 82002

THE STATE OF WYOMING

Guy Cameron
Director

Grant Award for U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA), Grant Programs Directorate, State Homeland Security Grant Program (SHSP) Fiscal Year 2013, Law Enforcement and Terrorism Prevention-oriented Activities, (LETPA)

Political Subdivision:	Sweetwater County
Award Amount:	\$15,329.78
Award Period:	September 1, 2013 through May 31, 2015
CFDA #:	97.067
DHS Grant Code:	EMW-2013-SS-00011-S01
Project ID:	13-GPD-SWE-LS-HLE13

- Parties:** The parties to this Grant Award Agreement [Grant] are the Wyoming Office of Homeland Security, whose principal address is 5500 Bishop Blvd, Cheyenne, WY 82002 [Homeland Security] and Sweetwater County, whose mailing address is 80 W. Flaming Gorge Way, Green River, WY 82935[Subrecipient].
- Contact Information:** Subrecipient's submission of required reports and forms designated herein will be made using online tools when required by the procedures and protocol of the U.S. Department of Homeland Security, State Homeland Security Grant Program. All other reports, forms, and communications regarding this Grant shall be directed to the attention of Wyoming Office of Homeland Security's designated contact person. Subrecipient must keep Homeland Security up-to-date as to the name of the person acting as Subrecipient's primary contact person for this Grant using the Point of Contact Information Form attached and incorporated herein as Attachment One, including any change of contact person, address, or telephone information. Subrecipient's primary contact person shall cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Grant. An e-mail address must be provided for the contact person and that e-mail account must be regularly checked for new messages.
- Funding Authority:** The funds Homeland Security will distribute to Subrecipient are drawn from grant funds distributed to the State of Wyoming by the Fiscal Year 2013 Department of Homeland Security Appropriations Act, 2013 (Public Law 113-6). The program is authorized by the *Homeland Security Act of 2002* (Public Law 107-296), as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (Public Law 110-53).
- Term of Grant Award and Required Approvals:** This Grant is effective when all parties have executed it and all required approvals have been secured. The term of this Grant is from September 1, 2013 through May 31, 2015. The total amount of this Grant is \$15,329.78.
- Federal Grant References:** The Fiscal Year 2013 HSGP Program Funding Opportunity Announcement

WORKS
Original Document

(FOA) can be found at www.fema.gov, or www.wyohomelandsecurity.state.wy.us.

6. **Purpose of Grant Award:** The FY 2013 Homeland Security Grant Program (HSGP) plays an important role in the implementation of Presidential Policy Directive 8 (PPD-8) by supporting the development and sustainment of core capabilities. Core capabilities are essential for the execution of each of the five mission areas outlined the *National Preparedness Goal* (NPG). The development and sustainment of these core capabilities are not exclusive to any single level of government or organization but rather require the combined effort of the whole community. The FY 2013 HSGP supports all core capabilities in the Prevention, Protection, Mitigation, Response, and Recovery mission areas based on allowable costs. The FY 2013 HSGP Funding Opportunity announcement identifies three program specific priorities:
- **Priority One: Implementation of NPS and the Whole Community Approach to Security and Emergency Management**
Objective One: Completion of the THIRA process in alignment with National Preparedness System guidance to identify the resources required to deliver core capabilities.
Objective Two: Conduct risk driven, capabilities-based planning through whole community councils and working groups.
Objective Three: Organization – Typing of equipment, and credentialing and training of personnel.
Objective Four: Sustaining Capabilities.
Priority Two: Building and Sustaining Law Enforcement Terrorism Prevention Capabilities.
Objective One: Nationwide Suspicious Activity Reporting Initiative (NSI)
 - **Priority Three: Maturation and Enhancement of State and Major Urban Area Fusion Centers** (Wyoming does not have a Fusion Center. However, virtual platforms do exist through Division of Criminal Investigation, Attorney General’s Office, Federal Bureau of Investigation, Wyoming Office of Homeland Security, and State and Local Law Enforcement Agencies.)
Objective One: Baseline Capabilities.
Objective Two: Analytic Capabilities.
 - **Priority Four: Innovation and Sustained Support for the National Campaign for Preparedness**
Objective One: Foster individual and community preparedness and resilience by identifying needs; mobilizing partners; and creating innovative and effective solutions that can be grown, sustained, and replicated.
 - **Priority Five: Improve Immediate Emergency Victim Care at Mass Casualty Events**
Objective One: Improve emergency care to victims of mass casualty events, including mass shootings.
Objective Two: Improve community first aid training.
7. **Payment:** Homeland Security agrees to pay Subrecipient for the services described herein during the performance period of the Grant. The total payment under this Grant shall not exceed **\$15,329.78 (fifteen thousand three hundred twenty nine dollars and seventy eight cents)**. No payment shall be made for services rendered outside the performance period of the grant or for activities commenced without prior approval, if prior approval is required. Payment will be made to Subrecipient by Homeland Security upon receipt and approval of a Reimbursement Request Form, Expense Claim Form and proof of payment provided the expenditures comply with the FY2013 Funding Opportunity Announcement (FOA), the Authorized Equipment list found at <https://www.rkb.us>, and all applicable federal and state laws. There will be no extensions for the 2013 State Homeland Security Grant reimbursement or performance period.
8. **Responsibilities of Subrecipient:** Subrecipient agrees to and acknowledges the following limitations and special conditions:
- A. Subrecipient must be familiar with all the requirements and restrictions of the Homeland Security Grant Program, including:
- (1) Subrecipient must be familiar with the 2013 HSGP objectives and priorities identified in the FY 2013 Homeland Security Grant Funding Opportunity Announcement and the State Initiatives

- which can be found at www.wyohomelandsecurity.state.wy.us.
- (2) Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2013 Homeland Security Grant Program Funding Opportunity Announcement (FOA). Allocations and use of grant funding must support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies. Allocations and use of grant funding must also support the Investments identified in the Investment Justifications which were submitted as part of the FY 2013 application. Subrecipient may not use this grant funding to purchase equipment not specifically authorized in the Authorized Equipment List (AEL) unless the proposed acquisition is reviewed by Homeland Security and approved by DHS in writing prior to purchase.
 - (3) Subrecipient agrees to comply with the exercise and evaluation requirements set forth in the current edition of the U.S. Department of Homeland Security (DHS), Office for Domestic Preparedness (ODP), Fiscal Year 2013 Homeland Security Exercise and Evaluation Program (HSEEP) guidance. An HSEEP Fact Sheet can be found at <https://hseep.dhs.gov/support/HSEEP%20Revision%20Fact%20Sheet%20041612.pdf>.
 - (4) Subrecipient agrees to comply with the financial and administrative requirements set forth in the FY 2013 Homeland Security Grant Program (HSGP) Funding Opportunity Announcement (FOA).
 - (5) Subrecipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States and Local Governments, and Non-Profit Organizations.
 - (6) Subrecipient further agrees to comply with the standards put forth in OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments.
 - (7) Subrecipient may use its own procurement procedures, provided its procurement process conforms to applicable federal and state laws and the standards identified in OMB Circular A-102. All sole-source procurement in excess of \$10,000 must receive prior approval of Homeland Security. Contractors must develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFPs) for a proposed procurement to be excluded from the competitive bidding requirements. Any request for exemption must be submitted to Homeland Security and approved by the Grants Program Directorate in writing prior to obligation or expenditure of such funds.
 - (8) Subrecipient shall ensure all equipment purchased with these grant funds is maintained and available for response to terrorist incidents. Subrecipient agrees that, when practicable, any equipment or supplies purchased with grant funding shall be prominently marked as follows: **“Purchased with funds provided by the U.S. Department of Homeland Security and administered by the Wyoming Office of Homeland Security.”** Subrecipient agrees that all publications created with funding under this Grant shall prominently contain the following statement: **“This document was prepared under a grant from the FEMA’s National Preparedness Directorate, U.S. Department of Homeland Security administered by the Wyoming Office of Homeland Security (WOHS). Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA’s National Preparedness Directorate of the U.S. Department of Homeland Security, the State of Wyoming or WOHS.”** Additionally, Subrecipient acknowledges that DHS/FEMA and Homeland Security reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal and Wyoming state government purposes: (1) the copyright in any work developed under this Grant; and (2) any rights of copyright to which Subrecipient purchases ownership under this Grant. Subrecipient must consult with DHS/FEMA and WOHS regarding any patent rights that arise from, or are purchased with, this Grant.
 - (9) Subrecipient agrees to cooperate with any assessments, national evaluation efforts and requests for information or data including, but not limited to, information required for the assessment or evaluation of activities within this Grant.
 - (10) Subrecipient agrees that federal funds under this award will be used to supplement ~~but not~~ supplant

state or local funds.

- (11) Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Grants and Training.
 - (12) When implementing National Preparedness Directorate (NPD) funded activities, Subrecipient must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended. Subrecipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting NPD-funded activities.
 - (13) Subrecipient may only fund Investments that were included in the FY 2013 Investment Justification (State Initiatives) that were submitted to DHS. Descriptions of the 2013 State Initiatives can be found at www.wyohomelandsecurity.state.wy.us.
 - (14) Subrecipient shall comply with all applicable "Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898)." **Failure of Subrecipient to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding.** Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 45 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.
- B.** This Grant cannot be changed or altered in any way without prior written authorization from Homeland Security.
- C.** Subrecipient may not commingle or transfer funds under this Grant with the funds of any other state or federal grants.
- D.** As mandated by Homeland Security Presidential Directive/HSPD-5 (HSPD-5), *Management of Domestic Incidents*, the adoptions of the National Incident Management System (NIMS) is a requirement to receive federal preparedness assistance, through grants, contracts and other activities. Subrecipient shall update and/or modify their operational plans, and training and exercise activities, as necessary, to achieve conformance with the National Response Framework (NRF) and the National Incident Management System (NIMS) implementation guidelines.
- E.** State Initiatives focus on building and sustaining programs and capabilities within and across state boundaries, while aligning with the National Preparedness Goal and National Priorities. Capabilities should be strategically located to maximize the return on preparedness investments, and all available funding sources (federal, state, local, and private) should contribute to building and sustaining these capabilities. Grant funds shall be expended on any or all of the following FY 2013 State Initiatives:
- (1) WyoLink Interoperability
 - (2) Community Resilience
 - (3) Regional Emergency Response Teams
 - (4) Wyoming Improvised Explosive Device (IED) Protection and Response
 - (5) Information Sharing Across Critical Infrastructure Sectors
 - (6) School Safety and Security
 - (7) Cyber Terrorism

(8) Mass Casualty – Victim Care

F. Subrecipient's quarterly progress reports through March 31, June 30, September 30, and December 31 must be submitted to the Wyoming Office of Homeland Security by April 10, July 10, October 10, and January 10, respectively. Quarterly reports will include:

- (1) Equipment purchased and the number of people trained in a given capability to support a reported number defined resource typed teams including Bomb Squads, Dive Teams, SWAT Teams, and Explosive Detection Canine Teams. (e.g., 63 responders were trained in structural collapse to support 23 Type 2 USAR Teams)
- (2) The total number of a defined type of resource and capabilities built utilizing the resources of this Grant
- (3) What equipment was purchased and what typed capability it supports. Quarterly report forms are located on the Homeland Security website: <http://wyohomelandsecurity.state.wy.us>

9. **Responsibilities of Homeland Security:**

- A. Homeland Security will be available to provide necessary and feasible technical advice, which may be reasonably required by Subrecipient.
- B. Homeland Security will pay Subrecipient as stated in paragraph 7 above.
- C. Homeland Security shall notify Subrecipient of any state or federal determination of noncompliance. Homeland Security will provide Subrecipient written notice of intent to impose immediate measures and will make reasonable efforts to resolve the problem informally.
- D. Homeland Security shall notify Subrecipient at the earliest possible time of the services, which may be affected by a shortage of funds.
- E. Homeland Security shall notify Subrecipient of information and updates received from FEMA or other federal agencies, which may affect or otherwise restrict the availability of funds awarded to Subrecipient herein.

10. **Special Provisions:**

- A. **Assumption of Risk:** Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to Subrecipient's failure to comply with state or federal requirements.
- B. **Cost Principles:** Subrecipient agrees to comply with the standards set forth in OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments (2 CFR § Part 225).
- C. **Debarment or Suspension:** By signing this agreement, Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction 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 at www.epls.gov.
- D. **Disadvantaged Business Requirement:** To the extent Subrecipient uses contractors or subcontractors, Subrecipient shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
- E. **Drug-Free Workplace:** Subrecipient shall certify that a drug-free workplace is maintained in accordance with the Drug-Free Workplace Act of 1988, and implemented at 44 CFR § Part 17, Subpart F.
- F. **Duplication of Benefits:** There may not be a duplication of any federal assistance, per 2 CFR Part 225, Basic Guidelines Section C.3 (c), which states: Any costs allocable to a particular Federal award or cost objective under the principles provided for in this Circular may not be charged to other federal awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the federal awards, or for other reasons. However, this prohibition would not preclude governmental units from shifting costs allowable under two or more awards in accordance with existing program agreements.
- G. **Environmental and Historic Preservation Requirements:** Subrecipient shall comply with all

applicable federal, state, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the State or FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of the State and FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 45 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient will immediately cease construction and notify the Wyoming Office of Homeland Security, FEMA and the appropriate State Historic Preservation Office. **Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.** Additional information can be found at <http://ojp.usdoj.gov/odp/docs/info271.pdf> and <http://www.fema.gov/plan/ehp/ehp-applicant-help.shtm>.

- H. Financial and Compliance Audit Report:** Subrecipients that expend an aggregate amount of \$500,000 or more in federal funds during their fiscal year are required to undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the organizational audit requirements of the U.S. General Accounting Office Government Auditing Standards and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the Subrecipient's fiscal year. Subrecipient shall retain financial records and all other documentation as specified in the Financial Guide. Subrecipient shall give Homeland Security or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers or documents related to this Grant. Subrecipient shall provide one (1) copy of the audit report to Homeland Security and require release of the audit report by its auditor be held until adjusting entries are disclosed and made to Homeland Security's records. Subrecipient shall provide Homeland Security one (1) copy of all other audits performed which cover any part of this Grant.
- I. Freedom of Information Act:** Information submitted in the course of applying for funding or provided in the course of grant management activities, may be considered law enforcement sensitive or otherwise important to national security interests. While this information is subject to requests made pursuant to the Freedom of Information Act, 5 U.S.C. §552, all determinations concerning the release of information of this nature are made on a case-by-case basis by the DHS FOIA Office. Subrecipient should consult state and local laws and regulations regarding the release of information. Subrecipient should be familiar with the regulations governing protected critical infrastructure information, 6 CFR § Part 29, and sensitive security information, 49 CFR § Part 1520, as these designations may provide additional protection to certain classes of homeland security information.
- J. Human Trafficking:** As required by 22 U.S.C. 7104(g) and 2 CFR § Part 175, this agreement may be terminated without penalty if a private entity that receives funds under this agreement:
- (1) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procures a commercial sex act during the period of time that the award is in effect; or
 - (3) Uses forced labor in the performance of the award or sub awards under the award.
- K. Individuals with Disabilities in Emergency Preparedness:** In accordance with Executive Order #13347, *Individuals with Disabilities in Emergency Preparedness*, signed July 2004, Subrecipient is encouraged to use funding for activities that integrate people with disabilities into their planning and response processes.

Further guidance is available at <http://www.fema.gov/pdf/media/2008/301.pdf>; <http://www.LLIS.gov>; <http://www.fema.gov/oer/reference/>; <http://www.disabilitypreparedness.gov>.

- L. **Kickbacks:** Subrecipient certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Grant, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Grant. If Subrecipient breaches or violates this warranty, Homeland Security may, at its discretion, terminate this Grant without liability to Homeland Security, or deduct from this Grant price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- M. **Limitations on Lobbying Activities:** By signing this agreement, Subrecipient agrees that, in accordance with Public Law 101-121, payments made from a federal grant shall not be utilized by Subrecipient in connection with lobbying Congressmen, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan. Further, Subrecipient may not use any federal funds, either directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.
- N. **Limited English Proficient (LEP) Persons:** Subrecipient must certify that Limited English Proficiency Persons have meaningful access to the services under this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI of the Civil Rights Act of 1964, as amended, Subrecipient is required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The guidance document can be accessed at www.lep.gov.
- O. **Monitoring Activities:** Subrecipient may be monitored periodically by the staff of Homeland Security, DHS/FEMA, or Grant Program Directorate (GPD), and/or the authorized contractors thereof, to ensure the program goals, objectives, timelines, budgets and other related Grant criteria are being met.
- P. **National Preparedness Reporting Compliance:** Subrecipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within their grant agreement. This includes any assessments, audits, or investigations conducted by the Department of Homeland Security, Office of Inspector General, or the Government Accountability Office.
- Q. **No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Grant, shall be paid by either party.
- R. **Nondiscrimination:** Subrecipient shall comply with all state and federal civil rights laws, to include Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000 *et. seq.*), the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et. seq.*), the Americans With Disabilities Act, (42 U.S.C. 12101 *et. seq.*), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681 *et. seq.*) and the Age Discrimination Act of 1975, as amended (20 U.S.C. 6101 *et. seq.*). Subrecipient shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin or disability in connection with the performance of this Grant.
- S. **Non-Supplanting Certification:** Subrecipient hereby affirms that Grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this agreement.
- T. **Program Income:** Subrecipient shall not deposit funds in an interest-bearing account without prior approval by Homeland Security. Income attributable to the Grant shall be reported to Homeland Security. Any income attributable to the grant funds distributed under this agreement must be used to increase the scope of the program or returned to Homeland Security.
- U. **Records Retention:** Subrecipient shall retain financial records and all other documentation for a minimum of three (3) years following the close of the Grant or audit. Subrecipient will give Wyoming

Office of Homeland Security and any of its representatives, access to all books, documents, papers, and records which are pertinent to this Grant.

V. Technology Requirements:

- (1) FEMA requires all grantees to use the latest National Information Exchange Model (NIEM) specification and guidelines regarding the use of Extensible Markup Language (XML) for all grant awards. Further information about the required use of NIEM specifications and guidelines is available at <http://www.niem.gov>.
- (2) FEMA requires any information technology system funded or supported by these funds comply with 28 CFR § Part 23, Criminal Intelligence Systems Operating Policies, if this regulation is determined to be applicable.
- (3) Subrecipient is encouraged to align any geospatial activities with the guidance available on the FEMA website at <http://www.fema.gov/grants>.

11. General Provisions:

- A. Amendments:** Any changes, modifications, revisions or amendments to this Grant which are mutually agreed upon by the parties to this Grant shall be incorporated by written instrument, executed and signed by all parties to this Grant.
- B. Applicable Law/Venue:** The laws of the State of Wyoming shall govern the construction, interpretation and enforcement of this Grant. The courts of the State of Wyoming shall have jurisdiction over this Grant and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment/Grant Not Used as Collateral:** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Grant without the prior written consent of the other party. Subrecipient may not use this Grant, or any portion thereof, for collateral for any financial obligation without the prior written permission of Homeland Security.
- D. Availability of Funds:** Each payment obligation of Homeland Security is conditioned upon the availability of government funds, which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by Subrecipient, Homeland Security may terminate this Grant at the end of the period for which the funds are available. No penalty shall accrue to Homeland Security in the event this provision is exercised, and Homeland Security shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit Homeland Security to terminate this Grant to acquire similar services from another party.
- E. Award of Related Contracts:** Homeland Security may undertake or award supplemental or successor contracts for work related to this Grant. Subrecipient shall cooperate fully with other subrecipients, contractors and Homeland Security in all such cases.
- F. Compliance with Law:** Subrecipient shall keep informed of and comply with all applicable federal, tribal, state and local laws and regulations in the performance of the agreement.
- G. Confidentiality of Information:** Notwithstanding the release of records as required by the Wyoming Public Records Act, Wyo. Stat. § 16-4-201 *et seq.*, all documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by Subrecipient, exclusive to the performance of this Grant, shall be kept confidential by Subrecipient unless written permission is granted by Homeland Security for its release.
- H. Conflicts of Interest:** Subrecipient shall immediately notify Homeland Security of any potential or actual conflicts of interest arising during the course of Subrecipient's performance under this Grant. This Grant may be terminated in the event Homeland Security discovers an undisclosed conflict of interest. Termination of this Grant will be subject to a mutual settlement of accounts.
- I. Entirety of Grant:** This Grant, consisting of eleven (11) pages plus Attachment One, Point-of-Contact Information Form, consisting of one (1) page, and Attachment Two, Summary of State Initiatives, consisting of three (3) pages, which are attached and incorporated herein, represent the entire and

integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

- J. Ethics:** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*), and any and all ethical standards governing Subrecipient.
- K. Force Majeure:** Neither party shall be liable for failure to perform under this Grant if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- L. Indemnification:** Each party to this agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- M. Independent Subrecipient:** Subrecipient shall function as an independent contractor for the purposes of this Grant, and Subrecipient or its agents and/or employees shall not be considered employees of the State of Wyoming for any purpose. Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by Subrecipient in fulfilling the terms of this Grant, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Grant. Nothing in this Grant shall be interpreted as authorizing Subrecipient or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or Homeland Security, or to incur any obligation of any kind on the behalf of the State of Wyoming or Homeland Security. Subrecipient agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to State of Wyoming employees will inure to the benefit of Subrecipient or its agents and/or employees as a result of this Grant.
- N. Modifying Grant:** Nothing in this Grant document, or any other guidance from Homeland Security, shall be interpreted to modify, change, or supersede pertinent state statutes and regulations, or federal grant guidance, rules, regulations, and statutes.
- O. Notices:** All notices arising out of, or from, the provisions of this Grant shall be in writing and given to the parties using the contact information provided in paragraph 2, or as subsequently updated, either by regular mail or delivery in person.
- P. Patent or Copyright Protection:** Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by Subrecipient will violate any such restriction.
- Q. Prior Approval:** This Grant shall not be binding upon either party, no services shall be performed under the terms of this Grant, and the Wyoming State Auditor shall not draw warrants for payment on this Grant, until this Grant has been reduced to writing, approved as to form by the Office of the Wyoming Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming or his designee if required by Wyo. Stat. § 9-2-1016(b)(iv)(D).
- R. Severability:** Should any portion of this Grant be judicially determined to be illegal or unenforceable, the remainder of the Grant shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- S. Sovereign Immunity:** The State of Wyoming and Homeland Security do not waive sovereign immunity by entering into this Grant and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Subrecipient retains all immunities and defenses provided by law including Wyo. Stat. § 1-39-101 *et seq.*
- T. Taxes:** Subrecipient shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.
- U. Termination of Grant Award:** This Grant may be terminated upon mutual agreement by Homeland

Security and Subrecipient and subject to settlement of all accounts. Grant funding may be suspended or terminated for cause if Subrecipient fails to perform in accordance with the terms of this Grant, including: failure to make satisfactory progress, failure to follow the requirements herein, failure to submit the required reports, and false certification in any report or other document. Homeland Security will provide Subrecipient written notice of intent to impose immediate measures and will make reasonable efforts to resolve the problem informally without termination.

- 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 shall not be construed so as to create such status. The rights, duties and obligations contained in this Grant shall operate only between the parties to this Grant, and shall inure solely to the benefit of the parties to this Grant. The provisions of this Grant are intended only to assist the parties in determining and performing their obligations under this Grant. The parties to this Grant intend and expressly agree that only parties signatory to this Grant shall have any legal or equitable right to seek to enforce this Grant, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Grant, or to bring an action for the breach of this Grant.
- W. **Time is of the Essence:** Time is of the essence in all provisions of this Grant.
- X. **Titles Not Controlling:** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Grant.
- Y. **Waiver:** The waiver of any breach of any term or condition in this Grant shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

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12. **Signature:** By signing this Grant, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Grant and that they have the authority to sign it.

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

HOMELAND SECURITY

Guy Cameron, Director

Date

SWEETWATER COUNTY

Mr. Wally Johnson
Chair, Sweetwater County Commission

Date

Sheriff Rich Haskell
Sweetwater County

Date

Attested by: County Clerk

Date

Approved as to Form:

Clifford Boever, Deputy

County Attorney

2/12/14

Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM

S. Jane Caton # 105470

S. Jane Caton, Senior Assistant Attorney General

9-16-13

Date

Attachments:

1. Point of Contact Information Form.
2. Summary of State Initiatives



Point-of-Contact Information Form:

Date Submitted: October 9, 2013

Return to: Wyoming Office of Homeland Security
 Attn: Erika Key
 Fax: (307) 635-6017
 E-mail: erika.key1@wyo.gov
 5500 Bishop Blvd
 Cheyenne WY, 82002

Jurisdiction:	Sweetwater County Sheriff's Office							
Change from Previous:	Yes				No		X	
Grant Responsibility	SHSP		CCP		LETPA:	Sheriff	X	Coroner
Name:	Karen French							
Title:	Administrative Assistant							
Address:	731 C St., Suite 234							
Address:								
City:	Rock Springs							
ZIP:	82901							
E-Mail:	frenchk@sweet.wy.us							
Work Phone:	307-922-5316							
Cell Phone:								
Fax:	307-922-5483							



THE STATE OF WYOMING

MATTHEW H. MEAD
Governor

Office of Homeland Security

Telephone (307) 777-Home (4663)
Fax (307) 635-6017
5500 Bishop Boulevard, Cheyenne, Wyoming 82009

September 17, 2013

Mr. Wally Johnson
80 W. Flaming Gorge Way
Green River, WY 82935

Dear Chairperson Johnson:

I am pleased to forward to Sweetwater County Sheriff's Office the grant award for the U.S. Department of Homeland Security (DHS), State Homeland Security Grant Program (SHGP) for FY 2013 in the amount of \$15,329.78

All 50 States, the District of Columbia, and Puerto Rico will receive 0.35 percent of the total funds allocated for grants under Section 2003 and Section 2004 of the Homeland Security Act of 2002, as amended by the 9/11 Act, for SHSP. The states must then pass-through 80% of the funding received to the local jurisdictions, while allocating 25% to Law Enforcement Terrorism Prevention Activities (LETPA).

The FY 2013 Homeland Security Grant Program (HSGP) plays an important role in the implementation of Presidential Policy Directive 8 (PPD-8) by supporting the development and sustainment of core capabilities. Core capabilities are essential for the execution of each of the five mission areas outlined in the *National Preparedness Goal* (NPG). The development and sustainment of these core capabilities are not exclusive to any single level of government or organization, but rather require the combined effort of the whole community. The FY 2013 HSGP supports all core capabilities in the Prevention, Protection, Mitigation, Response, and Recovery mission areas based on allowable costs.

The FFY 2013 statewide initiatives are as follows:

- (1) WYOLINK Interoperability Initiative
- (2) Community Resilience
- (3) Regional Emergency Response Teams
- (4) Wyoming Improvised Explosive Device (IED) Protection and Response
- (5) Information Sharing Across Critical Infrastructure Sectors
- (6) School Safety and Security
- (7) Cyber Terrorism
- (8) Mass Casualty – Victim Care

All of your SHSP expenditures must be applicable to the five priorities identified in the FY 2013 Funding Opportunity Announcement and the statewide initiatives. A summary of these initiatives can be found on our website <http://hls.wyo.gov> (copy enclosed).

Subrecipient THIRAs will NOT be a requirement for the FY 2013 grants. However, Wyoming Office of Homeland Security (WOHS) staff will provide guidance for completion of a local THIRA if requested by the jurisdiction. The WOHS will be completing a statewide THIRA for submission to the Grants Program Directorate by the end of 2013. This will meet the qualifications to receive Homeland Security grant funding for FY 2013.

I encourage you to thoroughly review the enclosed Grant Award Agreement (GAA), as many areas have changed for FY 2013. There are two additional priorities, (Innovation and Sustained Support for the National Campaign for Preparedness and Improve Immediate Emergency Victim Care at Mass Casualty Events), that have been added to the 2013 State Homeland Security Grant Funding Opportunity Announcement:

Priority One: Implementation of the NPS and a Whole Community Approach to Homeland Security and Emergency Management

- Objective One: Completion of the THIRA process in alignment with National Preparedness System guidance to identify the resources required to deliver core capabilities.
- Objective Two: Conduct risk driven, capabilities-based planning through whole community councils and working groups.
- Objective Three: Organization – Typing of equipment, and credentialing and training of personnel.
- Objective Four: Sustaining Capabilities.

Priority Two: Building and Sustaining Law Enforcement Terrorism Prevention Capabilities

- Objective One: Nationwide Suspicious Activity Reporting Initiative (NSI)

Priority Three: Maturation and Enhancement of State and Major Urban Area Fusion Centers

- Objective One: Baseline Capabilities.
- Objective Two: Analytic Capabilities.

Priority Four: Innovation and Sustained Support for the National Campaign for Preparedness

- Objective One: Foster individual and community preparedness and resilience by identifying needs; mobilizing partners; and creating innovative and effective solutions that can be grown, sustained, and replicated.

Priority Five: Improve Immediate Emergency Victim Care at Mass Casualty Events

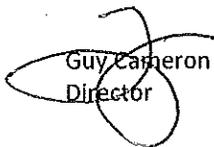
- Objective One: Improve emergency care to victims of mass casualty events, including mass shootings.
- Objective Two: Improve community first aid training.

I also encourage you to review the section regarding the requirements for projects needing an Environmental and Historic Preservation (EHP) Review:

Subrecipient shall comply with all applicable "Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898)." Failure of Subrecipient to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding. Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.

Any concerns regarding our initiatives or the governmental requirements can be directed to your respective county coordinator. You may also contact Erika Key, (307) 777-5768, erika.key1@wyo.gov, at the Wyoming Office of Homeland Security.

Sincerely,


Guy Cameron
Director

Enclosures: Grant Award Agreement (GAA), Point of Contact Form, State Initiatives Summary, Non Binding Notice of Intent
Cc: Sheriff, County Coordinator
GC:ek

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

<p>Date Requested:</p> <p>February 18, 2014</p>	<p>Name & Title of Presenter:</p> <p>Krisena Marchal, Grants Manager Richard Haskell, Sheriff</p>
<p>Department or Organization:</p> <p>Grants Admin Sheriff's Office</p>	<p>Contact Phone & E-mail:</p> <p>Krisena Marchal x3888 marchalk@sweet.wy.us</p>
<p>Exact Wording for Agenda:</p> <p>Approval of the FY 2013 State Homeland Security Grant Program Award Agreement for the County Coroner</p>	<p>Preference of Placement on Agenda & Amount of Time Requested for Presentation:</p> <p>5 minutes</p>
<p>Will there be Handouts? (If yes, include with meeting request form)</p> <p>Yes</p>	<p>Will handouts require SIGNATURES:</p> <p>Yes - by the Chairman</p>
<p>Additional Information:</p> <p>Requested Action:</p> <p>Motion to approve, and authorize the Chairman to sign, the Fiscal Year 2013 State Homeland Security Grant Program Award Agreement #13-GPD-SWE-LC-HLC13 for the County Coroner.</p>	



Matthew H. Mead
Governor

Office of Homeland Security

Telephone: (307) 777-Home (4663) Fax: (307) 635-6017
Website: www.wyohomelandsecurity.state.wy.us
5500 Bishop Blvd., Cheyenne, WY 82002

THE STATE OF WYOMING

Guy Cameron
Director

Grant Award for U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA), Grant Programs Directorate, State Homeland Security Grant Program (SHSP) Fiscal Year 2013

Political Subdivision:	Sweetwater County
Award Amount:	\$2,755.50
Award Period:	September 1, 2013 through May 31, 2015
CFDA #:	97.067
DHS Grant Code:	EMW-2013-SS-00011-S01
Project ID:	13-GPD-SWE-LC-HLC13

1. **Parties:** The parties to this Grant Award Agreement [Grant] are the **Wyoming Office of Homeland Security**, whose principal address is 5500 Bishop Blvd, Cheyenne, WY 82002 [Homeland Security] and **Sweetwater County Coroner**, whose mailing address is 80 W. Flaming Gorge Way Rock Springs, WY 82901[Subrecipient].
2. **Contact Information:** Subrecipient's submission of required reports and forms designated herein will be made using online tools when required by the procedures and protocol of the U.S. Department of Homeland Security, State Homeland Security Grant Program. All other reports, forms, and communications regarding this Grant shall be directed to the attention of Wyoming Office of Homeland Security's designated contact person. Subrecipient must keep Homeland Security up-to-date as to the name of the person acting as Subrecipient's primary contact person for this Grant using the Point of Contact Information Form attached and incorporated herein as Attachment One, including any change of contact person, address, or telephone information. Subrecipient's primary contact person shall cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Grant. An e-mail address must be provided for the contact person and that e-mail account must be regularly checked for new messages.
3. **Funding Authority:** The funds Homeland Security will distribute to Subrecipient are drawn from grant funds distributed to the State of Wyoming by the Fiscal Year 2013 Department of Homeland Security Appropriations Act, 2013 (Public Law 113-6). The program is authorized by the *Homeland Security Act of 2002* (Public Law 107-296), as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (Public Law 110-53).
4. **Term of Grant Award and Required Approvals:** This Grant is effective when all parties have executed it and all required approvals have been secured. The term of this Grant is from September 1, 2013 through May 31, 2015. The total amount of this Grant is **\$2,755.50**.

WOHS
Original Document

5. **Federal Grant References:** The Fiscal Year 2013 HSGP Program Funding Opportunity Announcement (FOA) can be found at www.fema.gov, or www.wyohomelandsecurity.state.wy.us.

Purpose of Grant Award: The FY 2013 Homeland Security Grant Program (HSGP) plays an important role in the implementation of Presidential Policy Directive 8 (PPD-8) by supporting the development and sustainment of core capabilities. Core capabilities are essential for the execution of each of the five mission areas outlined the *National Preparedness Goal* (NPG). The development and sustainment of these core capabilities are not exclusive to any single level of government or organization but rather require the combined effort of the whole community. The FY 2013 HSGP supports all core capabilities in the Prevention, Protection, Mitigation, Response, and Recovery mission areas based on allowable costs. The FY 2013 HSGP Funding Opportunity announcement identifies three program specific priorities:

- **Priority One: Implementation of NPS and the Whole Community Approach to Security and Emergency Management**
Objective One: Completion of the THIRA process in alignment with National Preparedness System guidance to identify the resources required to deliver core capabilities.
Objective Two: Conduct risk driven, capabilities-based planning through whole community councils and working groups.
Objective Three: Organization – Typing of equipment, and credentialing and training of personnel.
Objective Four: Sustaining Capabilities.
Priority Two: Building and Sustaining Law Enforcement Terrorism Prevention Capabilities.
Objective One: Nationwide Suspicious Activity Reporting Initiative (NSI)
- **Priority Three: Maturation and Enhancement of State and Major Urban Area Fusion Centers** (Wyoming does not have a Fusion Center. However, virtual platforms do exist through Division of Criminal Investigation, Attorney General's Office, Federal Bureau of Investigation, Wyoming Office of Homeland Security, and State and Local Law Enforcement Agencies.)
Objective One: Baseline Capabilities.
Objective Two: Analytic Capabilities.
- **Priority Four: Innovation and Sustained Support for the National Campaign for Preparedness**
Objective One: Foster individual and community preparedness and resilience by identifying needs; mobilizing partners; and creating innovative and effective solutions that can be grown, sustained, and replicated.
- **Priority Five: Improve Immediate Emergency Victim Care at Mass Casualty Events**
Objective One: Improve emergency care to victims of mass casualty events, including mass shootings.
Objective Two: Improve community first aid training.

7. **Payment:** Homeland Security agrees to pay Subrecipient for the services described herein during the performance period of the Grant. The total payment under this Grant shall not exceed **\$2,755.50 (two thousand seven hundred fifty-five dollars and fifty cents)**. No payment shall be made for services rendered outside the performance period of the grant or for activities commenced without prior approval, if prior approval is required. Payment will be made to Subrecipient by Homeland Security upon receipt and approval of a Reimbursement Request Form, Expense Claim Form and proof of payment provided the expenditures comply with the FY2013 Funding Opportunity Announcement (FOA), the Authorized Equipment list found at <https://www.rkb.us>, and all applicable federal and state laws. There will be no extensions for the 2013 State Homeland Security Grant reimbursement or performance period.

8. **Responsibilities of Subrecipient:** Subrecipient agrees to and acknowledges the following limitations and special conditions:

A. Subrecipient must be familiar with all the requirements and restrictions of the Homeland Security Grant Program, including:

- (1) Subrecipient must be familiar with the 2013 HSGP objectives and priorities identified in the FY

2013 Homeland Security Grant Funding Opportunity Announcement and the State Initiatives which can be found at www.wyohomelandsecurity.state.wy.us.

- (2) Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2013 Homeland Security Grant Program Funding Opportunity Announcement (FOA). Allocations and use of grant funding must support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies. Allocations and use of grant funding must also support the Investments identified in the Investment Justifications which were submitted as part of the FY 2013 application. Subrecipient may not use this grant funding to purchase equipment not specifically authorized in the Authorized Equipment List (AEL) unless the proposed acquisition is reviewed by Homeland Security and approved by DHS in writing prior to purchase.
- (3) Subrecipient agrees to comply with the exercise and evaluation requirements set forth in the current edition of the U.S. Department of Homeland Security (DHS), Office for Domestic Preparedness (ODP), Fiscal Year 2013 Homeland Security Exercise and Evaluation Program (HSEEP) guidance. An HSEEP Fact Sheet can be found at <https://hseep.dhs.gov/support/HSEEP%20Revision%20Fact%20Sheet%20041612.pdf>.
- (4) Subrecipient agrees to comply with the financial and administrative requirements set forth in the FY 2013 Homeland Security Grant Program (HSGP) Funding Opportunity Announcement (FOA).
- (5) Subrecipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States and Local Governments, and Non-Profit Organizations.
- (6) Subrecipient further agrees to comply with the standards put forth in OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments.
- (7) Subrecipient may use its own procurement procedures, provided its procurement process conforms to applicable federal and state laws and the standards identified in OMB Circular A-102. All sole-source procurement in excess of \$10,000 must receive prior approval of Homeland Security. Contractors must develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFPs) for a proposed procurement to be excluded from the competitive bidding requirements. Any request for exemption must be submitted to Homeland Security and approved by the Grants Program Directorate in writing prior to obligation or expenditure of such funds.
- (8) Subrecipient shall ensure all equipment purchased with these grant funds is maintained and available for response to terrorist incidents. Subrecipient agrees that, when practicable, any equipment or supplies purchased with grant funding shall be prominently marked as follows: **“Purchased with funds provided by the U.S. Department of Homeland Security and administered by the Wyoming Office of Homeland Security.”** Subrecipient agrees that all publications created with funding under this Grant shall prominently contain the following statement: **“This document was prepared under a grant from the FEMA’s National Preparedness Directorate, U.S. Department of Homeland Security administered by the Wyoming Office of Homeland Security (WOHS). Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA’s National Preparedness Directorate of the U.S. Department of Homeland Security, the State of Wyoming or WOHS.”** Additionally, Subrecipient acknowledges that DHS/FEMA and Homeland Security reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal and Wyoming state government purposes: (1) the copyright in any work developed under this Grant; and (2) any rights of copyright to which Subrecipient purchases ownership under this Grant. Subrecipient must consult with DHS/FEMA and WOHS regarding any patent rights that arise from, or are purchased with, this Grant.
- (9) Subrecipient agrees to cooperate with any assessments, national evaluation efforts and requests for information or data including, but not limited to, information required for the assessment or evaluation of activities within this Grant.

- (10) Subrecipient agrees that federal funds under this award will be used to supplement but not supplant state or local funds.
 - (11) Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Grants and Training.
 - (12) When implementing National Preparedness Directorate (NPD) funded activities, Subrecipient must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended. Subrecipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting NPD-funded activities.
 - (13) Subrecipient may only fund Investments that were included in the FY 2013 Investment Justification (State Initiatives) that were submitted to DHS. Descriptions of the 2013 State Initiatives can be found at www.wyohomelandsecurity.state.wy.us.
 - (14) Subrecipient shall comply with all applicable "Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898)." **Failure of Subrecipient to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding.** Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 45 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.
- B. This Grant cannot be changed or altered in any way without prior written authorization from Homeland Security.
 - C. Subrecipient may not commingle or transfer funds under this Grant with the funds of any other state or federal grants.
 - D. As mandated by Homeland Security Presidential Directive/HSPD-5 (HSPD-5), *Management of Domestic Incidents*, the adoptions of the National Incident Management System (NIMS) is a requirement to receive federal preparedness assistance, through grants, contracts and other activities. Subrecipient shall update and/or modify their operational plans, and training and exercise activities, as necessary, to achieve conformance with the National Response Framework (NRF) and the National Incident Management System (NIMS) implementation guidelines.
 - E. State Initiatives focus on building and sustaining programs and capabilities within and across state boundaries, while aligning with the National Preparedness Goal and National Priorities. Capabilities should be strategically located to maximize the return on preparedness investments, and all available funding sources (federal, state, local, and private) should contribute to building and sustaining these capabilities. Grant funds shall be expended on any or all of the following FY 2013 State Initiatives:
 - (1) WyoLink Interoperability
 - (2) Community Resilience
 - (3) Regional Emergency Response Teams
 - (4) Wyoming Improvised Explosive Device (IED) Protection and Response
 - (5) Information Sharing Across Critical Infrastructure Sectors
 - (6) School Safety and Security

- (7) Cyber Terrorism
- (8) Mass Casualty – Victim Care

F. Subrecipient's quarterly progress reports through March 31, June 30, September 30, and December 31 must be submitted to the Wyoming Office of Homeland Security by April 10, July 10, October 10, and January 10, respectively. Quarterly reports will include:

- (1) Equipment purchased and the number of people trained in a given capability to support a reported number defined resource typed teams including Bomb Squads, Dive Teams, SWAT Teams, and Explosive Detection Canine Teams. (e.g., 63 responders were trained in structural collapse to support 23 Type 2 USAR Teams)
- (2) The total number of a defined type of resource and capabilities built utilizing the resources of this Grant
- (3) What equipment was purchased and what typed capability it supports. Quarterly report forms are located on the Homeland Security website: <http://wyohomelandsecurity.state.wy.us>

9. Responsibilities of Homeland Security:

- A. Homeland Security will be available to provide necessary and feasible technical advice, which may be reasonably required by Subrecipient.
- B. Homeland Security will pay Subrecipient as stated in paragraph 7 above.
- C. Homeland Security shall notify Subrecipient of any state or federal determination of noncompliance. Homeland Security will provide Subrecipient written notice of intent to impose immediate measures and will make reasonable efforts to resolve the problem informally.
- D. Homeland Security shall notify Subrecipient at the earliest possible time of the services, which may be affected by a shortage of funds.
- E. Homeland Security shall notify Subrecipient of information and updates received from FEMA or other federal agencies, which may affect or otherwise restrict the availability of funds awarded to Subrecipient herein.

10. Special Provisions:

- A. **Assumption of Risk:** Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to Subrecipient's failure to comply with state or federal requirements.
- B. **Cost Principles:** Subrecipient agrees to comply with the standards set forth in OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments (2 CFR § Part 225).
- C. **Debarment or Suspension:** By signing this agreement, Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction 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 at www.epls.gov.
- D. **Disadvantaged Business Requirement:** To the extent Subrecipient uses contractors or subcontractors, Subrecipient shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
- E. **Drug-Free Workplace:** Subrecipient shall certify that a drug-free workplace is maintained in accordance with the Drug-Free Workplace Act of 1988, and implemented at 44 CFR § Part 17, Subpart F.
- F. **Duplication of Benefits:** There may not be a duplication of any federal assistance, per 2 CFR Part 225, Basic Guidelines Section C.3 (c), which states: Any costs allocable to a particular Federal award or cost objective under the principles provided for in this Circular may not be charged to other federal awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the federal awards, or for other reasons. However, this prohibition would not preclude governmental units from shifting costs allowable under two or more awards in accordance with existing program agreements.

- G. Environmental and Historic Preservation Requirements:** Subrecipient shall comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the State or FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of the State and FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 45 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient will immediately cease construction and notify the Wyoming Office of Homeland Security, FEMA and the appropriate State Historic Preservation Office. **Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.** Additional information can be found at <http://ojp.usdoj.gov/odp/docs/info271.pdf> and <http://www.fema.gov/plan/ehp/ehp-applicant-help.shtml>.
- H. Financial and Compliance Audit Report:** Subrecipients that expend an aggregate amount of \$500,000 or more in federal funds during their fiscal year are required to undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the organizational audit requirements of the U.S. General Accounting Office Government Auditing Standards and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the Subrecipient's fiscal year. Subrecipient shall retain financial records and all other documentation as specified in the Financial Guide. Subrecipient shall give Homeland Security or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers or documents related to this Grant. Subrecipient shall provide one (1) copy of the audit report to Homeland Security and require release of the audit report by its auditor be held until adjusting entries are disclosed and made to Homeland Security's records. Subrecipient shall provide Homeland Security one (1) copy of all other audits performed which cover any part of this Grant.
- I. Freedom of Information Act:** Information submitted in the course of applying for funding or provided in the course of grant management activities, may be considered law enforcement sensitive or otherwise important to national security interests. While this information is subject to requests made pursuant to the Freedom of Information Act, 5 U.S.C. §552, all determinations concerning the release of information of this nature are made on a case-by-case basis by the DHS FOIA Office. Subrecipient should consult state and local laws and regulations regarding the release of information. Subrecipient should be familiar with the regulations governing protected critical infrastructure information, 6 CFR § Part 29, and sensitive security information, 49 CFR § Part 1520, as these designations may provide additional protection to certain classes of homeland security information.
- J. Human Trafficking:** As required by 22 U.S.C. 7104(g) and 2 CFR § Part 175, this agreement may be terminated without penalty if a private entity that receives funds under this agreement:
- (1) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procures a commercial sex act during the period of time that the award is in effect; or
 - (3) Uses forced labor in the performance of the award or sub awards under the award.
- K. Individuals with Disabilities in Emergency Preparedness:** In accordance with Executive Order #13347, *Individuals with Disabilities in Emergency Preparedness*, signed July 2004, Subrecipient is encouraged to use funding for activities that integrate people with disabilities into their planning and

response processes.

Further guidance is available at <http://www.fema.gov/pdf/media/2008/301.pdf>; <http://www.LLIS.gov>; <http://www.fema.gov/oer/reference/>; <http://www.disabilitypreparedness.gov>.

- L. Kickbacks:** Subrecipient certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Grant, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Grant. If Subrecipient breaches or violates this warranty, Homeland Security may, at its discretion, terminate this Grant without liability to Homeland Security, or deduct from this Grant price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- M. Limitations on Lobbying Activities:** By signing this agreement, Subrecipient agrees that, in accordance with Public Law 101-121, payments made from a federal grant shall not be utilized by Subrecipient in connection with lobbying Congressmen, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan. Further, Subrecipient may not use any federal funds, either directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.
- N. Limited English Proficient (LEP) Persons:** Subrecipient must certify that Limited English Proficiency Persons have meaningful access to the services under this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI of the Civil Rights Act of 1964, as amended, Subrecipient is required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The guidance document can be accessed at www.lep.gov.
- O. Monitoring Activities:** Subrecipient may be monitored periodically by the staff of Homeland Security, DHS/FEMA, or Grant Program Directorate (GPD), and/or the authorized contractors thereof, to ensure the program goals, objectives, timelines, budgets and other related Grant criteria are being met.
- P. National Preparedness Reporting Compliance:** Subrecipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within their grant agreement. This includes any assessments, audits, or investigations conducted by the Department of Homeland Security, Office of Inspector General, or the Government Accountability Office.
- Q. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Grant, shall be paid by either party.
- R. Nondiscrimination:** Subrecipient shall comply with all state and federal civil rights laws, to include Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000 *et. seq.*), the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et. seq.*), the Americans With Disabilities Act, (42 U.S.C. 12101 *et. seq.*), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681 *et. seq.*) and the Age Discrimination Act of 1975, as amended (20 U.S.C. 6101 *et. seq.*). Subrecipient shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin or disability in connection with the performance of this Grant.
- S. Non-Supplanting Certification:** Subrecipient hereby affirms that Grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this agreement.
- T. Program Income:** Subrecipient shall not deposit funds in an interest-bearing account without prior approval by Homeland Security. Income attributable to the Grant shall be reported to Homeland Security. Any income attributable to the grant funds distributed under this agreement must be used to increase the scope of the program or returned to Homeland Security.
- U. Records Retention:** Subrecipient shall retain financial records and all other documentation for a

minimum of three (3) years following the close of the Grant or audit. Subrecipient will give Wyoming Office of Homeland Security and any of its representatives, access to all books, documents, papers, and records which are pertinent to this Grant.

V. Technology Requirements:

- (1) FEMA requires all grantees to use the latest National Information Exchange Model (NIEM) specification and guidelines regarding the use of Extensible Markup Language (XML) for all grant awards. Further information about the required use of NIEM specifications and guidelines is available at <http://www.niem.gov>.
- (2) FEMA requires any information technology system funded or supported by these funds comply with 28 CFR § Part 23, Criminal Intelligence Systems Operating Policies, if this regulation is determined to be applicable.
- (3) Subrecipient is encouraged to align any geospatial activities with the guidance available on the FEMA website at <http://www.fema.gov/grants>.

11. General Provisions:

- A. Amendments:** Any changes, modifications, revisions or amendments to this Grant which are mutually agreed upon by the parties to this Grant shall be incorporated by written instrument, executed and signed by all parties to this Grant.
- B. Applicable Law/Venue:** The laws of the State of Wyoming shall govern the construction, interpretation and enforcement of this Grant. The courts of the State of Wyoming shall have jurisdiction over this Grant and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment/Grant Not Used as Collateral:** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Grant without the prior written consent of the other party. Subrecipient may not use this Grant, or any portion thereof, for collateral for any financial obligation without the prior written permission of Homeland Security.
- D. Availability of Funds:** Each payment obligation of Homeland Security is conditioned upon the availability of government funds, which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by Subrecipient, Homeland Security may terminate this Grant at the end of the period for which the funds are available. No penalty shall accrue to Homeland Security in the event this provision is exercised, and Homeland Security shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit Homeland Security to terminate this Grant to acquire similar services from another party.
- E. Award of Related Contracts:** Homeland Security may undertake or award supplemental or successor contracts for work related to this Grant. Subrecipient shall cooperate fully with other subrecipients, contractors and Homeland Security in all such cases.
- F. Compliance with Law:** Subrecipient shall keep informed of and comply with all applicable federal, tribal, state and local laws and regulations in the performance of the agreement.
- G. Confidentiality of Information:** Notwithstanding the release of records as required by the Wyoming Public Records Act, Wyo. Stat. § 16-4-201 *et seq.*, all documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by Subrecipient, exclusive to the performance of this Grant, shall be kept confidential by Subrecipient unless written permission is granted by Homeland Security for its release.
- H. Conflicts of Interest:** Subrecipient shall immediately notify Homeland Security of any potential or actual conflicts of interest arising during the course of Subrecipient's performance under this Grant. This Grant may be terminated in the event Homeland Security discovers an undisclosed conflict of interest. Termination of this Grant will be subject to a mutual settlement of accounts.
- I. Entirety of Grant:** This Grant, consisting of eleven (11) pages plus Attachment One, Point-of-Contact Information Form, consisting of one (1) page, and Attachment Two, Summary of State Initiatives,

consisting of three (3) pages, which are attached and incorporated herein, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

- J. Ethics:** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*), and any and all ethical standards governing Subrecipient.
- K. Force Majeure:** Neither party shall be liable for failure to perform under this Grant if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- L. Indemnification:** Each party to this agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- M. Independent Subrecipient:** Subrecipient shall function as an independent contractor for the purposes of this Grant, and Subrecipient or its agents and/or employees shall not be considered employees of the State of Wyoming for any purpose. Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by Subrecipient in fulfilling the terms of this Grant, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Grant. Nothing in this Grant shall be interpreted as authorizing Subrecipient or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or Homeland Security, or to incur any obligation of any kind on the behalf of the State of Wyoming or Homeland Security. Subrecipient agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to State of Wyoming employees will inure to the benefit of Subrecipient or its agents and/or employees as a result of this Grant.
- N. Modifying Grant:** Nothing in this Grant document, or any other guidance from Homeland Security, shall be interpreted to modify, change, or supersede pertinent state statutes and regulations, or federal grant guidance, rules, regulations, and statutes.
- O. Notices:** All notices arising out of, or from, the provisions of this Grant shall be in writing and given to the parties using the contact information provided in paragraph 2, or as subsequently updated, either by regular mail or delivery in person.
- P. Patent or Copyright Protection:** Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by Subrecipient will violate any such restriction.
- Q. Prior Approval:** This Grant shall not be binding upon either party, no services shall be performed under the terms of this Grant, and the Wyoming State Auditor shall not draw warrants for payment on this Grant, until this Grant has been reduced to writing, approved as to form by the Office of the Wyoming Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming or his designee if required by Wyo. Stat. § 9-2-1016(b)(iv)(D).
- R. Severability:** Should any portion of this Grant be judicially determined to be illegal or unenforceable, the remainder of the Grant shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- S. Sovereign Immunity:** The State of Wyoming and Homeland Security do not waive sovereign immunity by entering into this Grant and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Subrecipient retains all immunities and defenses provided by law including Wyo. Stat. § 1-39-101 *et seq.*
- T. Taxes:** Subrecipient shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.

- U. Termination of Grant Award:** This Grant may be terminated upon mutual agreement by Homeland Security and Subrecipient and subject to settlement of all accounts. Grant funding may be suspended or terminated for cause if Subrecipient fails to perform in accordance with the terms of this Grant, including: failure to make satisfactory progress, failure to follow the requirements herein, failure to submit the required reports, and false certification in any report or other document. Homeland Security will provide Subrecipient written notice of intent to impose immediate measures and will make reasonable efforts to resolve the problem informally without termination.
- 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 shall not be construed so as to create such status. The rights, duties and obligations contained in this Grant shall operate only between the parties to this Grant, and shall inure solely to the benefit of the parties to this Grant. The provisions of this Grant are intended only to assist the parties in determining and performing their obligations under this Grant. The parties to this Grant intend and expressly agree that only parties signatory to this Grant shall have any legal or equitable right to seek to enforce this Grant, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Grant, or to bring an action for the breach of this Grant.
- W. Time is of the Essence:** Time is of the essence in all provisions of this Grant.
- X. Titles Not Controlling:** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Grant.
- Y. Waiver:** The waiver of any breach of any term or condition in this Grant shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

12. **Signature:** By signing this Grant, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Grant and that they have the authority to sign it.

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

HOMELAND SECURITY

Guy Cameron, Director

Date

SWEETWATER COUNTY

Mr. Wally Johnson
Sweetwater County Commission

Date

Mr. Dale Majhanovich
Sweetwater County Coroner

Date

Attested by: County Clerk

Date

Approved as to Form:

Clifford Boever, Deputy

County Attorney

2/12/14

Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM

S. Jane Caton #105445

S. Jane Caton, Senior Assistant Attorney General

9-16-13

Date

Attachments:

1. Point of Contact Information Form
2. Summary of State Initiatives



THE STATE OF WYOMING

MATTHEW H. MEAD
Governor

Office of Homeland Security

Telephone (307) 777-Home (4663)
Fax (307) 635-6017
5500 Bishop Boulevard, Cheyenne, Wyoming 82009

September 17, 2013

Mr. Wally Johnson
Sweetwater County
80 W. Flaming Gorge Way
Rock Springs, WY 82901

Dear Chairperson Johnson:

I am pleased to forward to Sweetwater County Coroner the grant award for the U.S. Department of Homeland Security (DHS), State Homeland Security Grant Program (SHGP) for FY 2013 in the amount of \$2,755.50.

All 50 States, the District of Columbia, and Puerto Rico will receive 0.35 percent of the total funds allocated for grants under Section 2003 and Section 2004 of the Homeland Security Act of 2002, as amended by the 9/11 Act, for SHSP. The states must then pass-through 80% of the funding received to the local jurisdictions, while allocating 25% to Law Enforcement Terrorism Prevention Activities (LETPA).

The FY 2013 Homeland Security Grant Program (HSGP) plays an important role in the implementation of Presidential Policy Directive 8 (PPD-8) by supporting the development and sustainment of core capabilities. Core capabilities are essential for the execution of each of the five mission areas outlined in the *National Preparedness Goal* (NPG). The development and sustainment of these core capabilities are not exclusive to any single level of government or organization, but rather require the combined effort of the whole community. The FY 2013 HSGP supports all core capabilities in the Prevention, Protection, Mitigation, Response, and Recovery mission areas based on allowable costs.

The FFY 2013 statewide initiatives are as follows:

- (1) WYOLINK Interoperability Initiative
- (2) Community Resilience
- (3) Regional Emergency Response Teams
- (4) Wyoming Improvised Explosive Device (IED) Protection and Response
- (5) Information Sharing Across Critical Infrastructure Sectors
- (6) School Safety and Security
- (7) Cyber Terrorism
- (8) Mass Casualty – Victim Care

All of your SHSP expenditures must be applicable to the five priorities identified in the FY 2013 Funding Opportunity Announcement and the statewide initiatives. A summary of these initiatives can be found on our website <http://hls.wyo.gov> (copy enclosed).

Subrecipient THIRAs will NOT be a requirement for the FY 2013 grants. However, Wyoming Office of Homeland Security (WOHS) staff will provide guidance for completion of a local THIRA if requested by the jurisdiction. The WOHS will be completing a statewide THIRA for submission to the Grants Program Directorate by the end of 2013. This will meet the qualifications to receive Homeland Security grant funding for FY 2013.

I encourage you to thoroughly review the enclosed Grant Award Agreement (GAA), as many areas have changed for FY 2013. There are two additional priorities, (Innovation and Sustained Support for the National Campaign for Preparedness and Improve Immediate Emergency Victim Care at Mass Casualty Events), that have been added to the 2013 State Homeland Security Grant Funding Opportunity Announcement:

Priority One: Implementation of the NPS and a Whole Community Approach to Homeland Security and Emergency Management

- Objective One: Completion of the THIRA process in alignment with National Preparedness System guidance to identify the resources required to deliver core capabilities.
- Objective Two: Conduct risk driven, capabilities-based planning through whole community councils and working groups.
- Objective Three: Organization – Typing of equipment, and credentialing and training of personnel.
- Objective Four: Sustaining Capabilities.

Priority Two: Building and Sustaining Law Enforcement Terrorism Prevention Capabilities

- Objective One: Nationwide Suspicious Activity Reporting Initiative (NSI)

Priority Three: Maturation and Enhancement of State and Major Urban Area Fusion Centers

- Objective One: Baseline Capabilities.
- Objective Two: Analytic Capabilities.

Priority Four: Innovation and Sustained Support for the National Campaign for Preparedness

- Objective One: Foster individual and community preparedness and resilience by identifying needs; mobilizing partners; and creating innovative and effective solutions that can be grown, sustained, and replicated.

Priority Five: Improve Immediate Emergency Victim Care at Mass Casualty Events

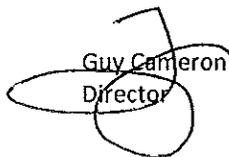
- Objective One: Improve emergency care to victims of mass casualty events, including mass shootings.
- Objective Two: Improve community first aid training.

I also encourage you to review the section regarding the requirements for projects needing an Environmental and Historic Preservation (EHP) Review:

Subrecipient shall comply with all applicable "Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898)." Failure of Subrecipient to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding. Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.

Any concerns regarding our initiatives or the governmental requirements can be directed to your respective county coordinator. You may also contact Erika Key, (307) 777-5768, erika.key1@wyo.gov, at the Wyoming Office of Homeland Security.

Sincerely,


Guy Cameron
Director

Enclosures: Grant Award Agreement (GAA), Point of Contact Form, State Initiatives Summary, Non Binding Notice of Intent
Cc: Coroner, County Coordinator
GC:ek



Point-of-Contact Information Form:

Date Submitted: October 9, 2013

Return to: Wyoming Office of Homeland Security
 Attn: Erika Key
 Fax: (307) 635-6017
 E-mail: erika.key1@wyo.gov
 5500 Bishop Blvd
 Cheyenne WY, 82002

Jurisdiction:	Sweetwater County Coroner						
Change from Previous:	Yes		No			X	
Grant Responsibility	SHSP		CCP		LETPA:	Sheriff	Coroner <input checked="" type="checkbox"/>
Name:	Karen French						
Title:	Administrative Assistant						
Address:	731 C St., Suite 234						
Address:							
City:	Rock Springs						
ZIP:	82901						
E-Mail:	frenchk@sweet.wy.us						
Work Phone:	307-922-5316						
Cell Phone:							
Fax:	307-922-5483						