



TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: October 3, 2018
MEETING DATE: October 15, 2018

SUBMITTING DEPARTMENT: Police Department
DEPARTMENT DIRECTOR: Chief Smith
PRESENTER: Chief Smith

SUBJECT: Acceptance of Grant Award from Office of Homeland Security for the Jackson Police Department

STATEMENT/PURPOSE

To obtain Town council approval on the acceptance of a Homeland Security Grant and authorize the Mayor to sign the document on behalf of the Town of Jackson.

BACKGROUND/ALTERNATIVES

The Jackson Police Department receives annual funding from the Department of Homeland Security (DHS) to enhance law enforcement's core capabilities in the areas of on scene security, protection and interoperability communication. Funds are typically used for training and/or equipment.

STAKEHOLDER ANALYSIS

The community at large is the stakeholder in having a professionally trained and equipped police department.

ATTACHMENTS

Homeland Security Grant Award Agreement.

FISCAL IMPACT

This grant provides up to \$20,000 and is a non-matching grant, requiring no fiscal match by the TOJ.

STAFF IMPACT

Staff administrative staff time to meet grant reporting requirements are minimal.

LEGAL REVIEW

Completed and approve as to form.

RECOMMENDATION

Staff recommends the Council approve the Agreement as presented and authorize the Mayor to execute the agreement.

SUGGESTED MOTION

I move to approve the Office of Homeland Security Grant Award #18-SHSP-TET-LP-HIT18 for the Jackson Police Department and authorized the Mayor to execute the agreement.

**GRANT BETWEEN
WYOMING OFFICE OF HOMELAND SECURITY
AND
TOWN OF JACKSON**

Grant Award for U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA), Grant Programs Directorate, State Homeland Security Program (SHSP) Grant Fiscal Year 2018

Subrecipient:	Town of Jackson
DUNS #	42754077
Award Amount:	\$20,000.00
Period of Performance:	October 15, 2018 through June 30, 2020
CFDA #:	97.067
DHS Grant Code:	EMW-2018-SS-00065
Project ID:	18-SHSP-TET-LP-HIT18

- 1. Parties.** The parties to this Grant are Wyoming Office of Homeland Security (Agency), whose address is: 5500 Bishop Blvd., Cheyenne, WY 82002 and Town of Jackson (Subrecipient), whose address is: PO Box 1687, Jackson, WY 83001.
- 2. Purpose of Grant.** The purpose of this Grant is to set forth the terms and conditions by which the Subrecipient shall support the investment of **IED/Terrorism Response** to improve the ability of **Jackson Police Department** to prevent a threatened or an actual act of terrorism; protect citizens, residents, visitors, and assets against the greatest threats that pose the greatest risk to the security of the United States; mitigate the loss of life and property by lessening the impact of future catastrophic events; respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident; and/or recover through a focus on the timely restoration, strengthening, accessibility and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of communities affected by a catastrophic incident. The funds used under this Grant will help prevent terrorism and prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States, therefore, funded investments must have a terrorism-nexus.
- 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 2018 Homeland Security Grant Program, State Homeland Security Program. 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.** This Grant is effective when all parties have executed it (Effective Date). The period of performance of the Grant is from October 15, 2018 through June 30, 2020. All services shall be completed during this term.

This Grant may be extended by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined at the discretion of the Agency.

5. Payment.

- A.** The Agency agrees to pay the Subrecipient for the services described in Attachment A, which is attached to and incorporated into this Grant by this reference. Total payment under this Grant shall not exceed twenty thousand dollars and zero cents (\$20,000.00). Payment shall be made when services are completed, and made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Grant. Subrecipient shall submit all invoices within forty-five (45) days of the end of the grant award performance period.
- B.** No payment shall be made for work performed before the Effective Date of this Grant. Should the Subrecipient fail to perform in a manner consistent with the terms and conditions set forth in this Grant, payment under this Grant may be withheld until such time as the Subrecipient performs its duties and responsibilities to the satisfaction of Agency.
- C.** **Travel.** The payment of travel expenses related to the performance of this Grant shall be allowed with prior approval from Agency and as set forth below. Subrecipient is expected to procure the most cost efficient travel arrangements.
 - (i)** Air Travel. The Agency agrees to reimburse the Subrecipient's approved air travel expenses related to the performance of this Grant. Air travel shall be reimbursed based on actual costs, supported by a copy of the original receipt with the invoice. Subrecipient must select the lowest airfare (fares available in the market at the time of booking, preferably well in advance of trip to attain the lowest possible airfare). Subrecipients shall book economy class fares for all domestic travel. First class bookings are not reimbursable.
 - (ii)** Personal Vehicle. The Agency agrees to reimburse the Subrecipient's approved use of personal vehicle. Mileage shall be reimbursed at the current State rate per mile based on standard map mileage. Fuel will not be reimbursed.
 - (iii)** Car Rental. The Agency agrees to reimburse the Subrecipient's approved car rental expenses related to the performance of this Grant. Car rental expenses shall be reimbursed at actual costs, supported by a copy of the original receipt with the invoice. Subrecipient must select the lowest rental rates for an appropriate vehicle

- D. Lodging.** The Agency agrees to reimburse Subrecipient's approved lodging expenses related to the performance of this Grant. Lodging expenses shall be reimbursed at actual costs, supported by a copy of the original receipt with the invoice. The Subrecipient shall only invoice the Agency for the basic room rate, taxes, and lodging fees. The Agency is not responsible for incidental or miscellaneous expenses charged to the room. Incidental and miscellaneous expenses for which the Agency shall not be responsible include charges such as alcohol, internet, telephone charges, mini-bar, and movies.
- E. Meals.** The Agency agrees to reimburse Subrecipient's approved meal expenses related to the performance of this Grant. Unless otherwise agreed upon, the Subrecipient shall be reimbursed for meals in accordance with the current U.S. General Services Administration rate per day. This reimbursement amount includes all meal, beverage, and refreshment expenses incurred during the day. Requests for reimbursement shall state the amount allowable for meals and list the actual number of travel days on the invoice.

6. Responsibilities of Subrecipient.

- A.** Subrecipient agrees to be familiar and comply with the Fiscal Year 2018 Homeland Security Grant Program (HSGP) Program Notice of Funding Opportunity (NOFO) which can be found at https://www.fema.gov/media-library-data/1526578809767-7f08f471f36d22b2c0d8afb848048c96/FY_2018_HSGP_NOFO_FINAL_508.pdf.
- B. Environmental and Historic Preservation (EHP).** Subrecipient with projects that have potential to impact the environment, including but not limited to the construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in DHS/FEMA/EHP review process prior to work being started. Failure of Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Additionally, all subrecipients are required to comply with DHS/FEMA EHP Policy Guidance, FEMA Policy #108-023-1. 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.
- C. THIRA/SPR.** Subrecipient agrees to complete/actively participate in a whole community Threat and Hazard Risk Assessment or Stakeholder Preparedness Report (THIRA/SPR) update or both annually by the Fall deadline of each year during the entire period of this Grant.

- D. **NIMS.** Subrecipients are required to maintain adoption and implementation of the National Incident Management System (NIMS). Subrecipients must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking, and recovery of resources. Subrecipients shall update or modify their operational plans, and training and exercise activities, as necessary, to achieve conformance with the National Response Framework and NIMS implementation guidelines.
- E. **Point of Contact.** Subrecipient must keep the Agency up-to-date as to the name of the person acting as the primary contact person for this Grant using the Point of Contact Information Form provided by the Agency, including any change of contact person, address, email, or telephone information. Subrecipient's primary contact shall cooperate with any assessments, national evaluation efforts, or information or data collect requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Grant.
- F. **Procurement.** Subrecipient must use their own documented procurement procedures that reflect applicable state, local, territorial, and tribal laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. All procurement activity must be conducted in accordance with Federal Procurement Standards 2 C.F.R. Part 200.317-200.326.

G. **Equipment.**

- (i) 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 the Agency and approved by the U.S. Department of Homeland Security in writing prior to purchase.
- (ii) 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."
- (iii) Subrecipient shall maintain property records for all equipment purchased with HSGP funds in accordance with 2 CFR 200.313(1) to include: a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds the title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price

of the property. Subrecipient shall provide Agency with updated property records during the close-out of the Grant.

- (iv) Investments in emergency communications systems and equipment must meet applicable SAFECOM Guidance.

H. Training and Exercise. Training conducted using HSGP funds should address a performance gap identified through a Training Exercise Plan, THIRA/SPR process, or other assessment and contribute to building a capability that will be evaluated through a formal exercise. Exercises conducted with this Grant should be managed and conducted consistent with Homeland Security Exercise and Evaluation Program (HSEEP).

I. Closeout.

- (i) Subrecipient will submit a final project and financial report to the Agency within forty-five (45) days of the end of the Grant. The final report must include project description detailing accomplishments, qualitative summary of the impact of those accomplishments, financial summary, as well as other documents required by program guidance or terms and conditions of the award, to include updated property records. Failure to provide a final report may jeopardize future funding.
- (ii) Subrecipient must maintain and retain the following: backup documentation such as bids and quotes, cost/price analyses on file for review, other documents required by Federal regulations applicable at the time of Grant. Subrecipients should keep detailed records of all transactions involving the Grant to include but not limited to: specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices, cancelled checks. Failure to fully document all purchases may find their expenditures questioned and subsequently disallowed. Records must be maintained for three years after the close of the federal award.

7. Responsibilities of Agency. The Agency agrees to:

- A. Pay Subrecipient in accordance with Section 4 above.
- B. Be available to provide necessary and feasible technical advice requested by Subrecipient.
- C. Notify Subrecipient of any state of federal determination of noncompliance. The Agency will provide Subrecipient written notice of intent to impose immediate measures and will make reasonable efforts to resolve the problem informally.
- D. Notify Subrecipient of the earliest possible time of the services, which may be affected by a shortage of funds.

E. 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.

8. Special Provisions.

A. **Assumption of Risk.** The Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Subrecipient's failure to comply with state or federal requirements. The Agency shall notify the Subrecipient of any state or federal determination of noncompliance.

B. **Environmental Policy Acts.** Subrecipient agrees all activities under this Grant will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.

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

- (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
- (ii) Procures a commercial sex act during the period of time that the award is in effect; or
- (iii) Uses forced labor in the performance of the award or subawards under the award.

D. **Kickbacks.** 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, Agency may, at its discretion, terminate this Grant without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

E. **Limitations on Lobbying Activities.** By signing this Grant, Subrecipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Subrecipient or its subrecipients in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, Grant, cooperative agreement, or loan.

F. **Monitoring Activities.** Agency shall have the right to monitor all activities

related to this Grant that are performed by Subrecipient or its subrecipients. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Grant; and to observe personnel in every phase of performance of Grant related work.

G. Nondiscrimination. The Subrecipient shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Grant.

H. 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.

I. Publicity. Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Subrecipient and related to the services and work to be performed under this Grant, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.

J. Suspension and Debarment. By signing this Grant, Subrecipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Grant suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Subrecipient agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Grant.

K. Administration of Federal Funds. Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.

L. Copyright License and Patent Rights. Subrecipient acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the

copyright in any work developed under this Grant; and (2) any rights of copyright to which Subrecipient purchases ownership using funds awarded under this Grant. Subrecipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Grant.

M. Federal Audit Requirements. Subrecipient agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. Subrecipient shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records. Subrecipients agrees that if it expends less than seven hundred fifty thousand dollars (\$750,000.00) in federal funds during its fiscal year, it must send the Agency a letter stating they do not meet the threshold to undergo an organization-wide financial and compliance single audit.

N. Non-Supplanting Certification. Subrecipient hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. 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.

O. Program Income. Subrecipient shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Grant must be used to increase the scope of the program or returned to Agency.

9. 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 by all parties to this Grant.

B. Applicable Law, Rules of Construction, and Venue. The construction, interpretation, and enforcement of this Grant shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Grant as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Grant and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

C. Assignment Prohibited and Grant Shall Not be Used as Collateral. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Grant without the prior written consent of the other party. The Subrecipient shall not use this Grant, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.

D. Audit and Access to Records. The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Grant. The Subrecipient shall immediately, upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Grant. The Subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.

E. Availability of Funds. Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Grant, the Grant may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Subrecipient at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

F. Award of Related Grants. The Agency may award supplemental or successor grants for work related to this Grant or may award grants to other subrecipients for work related to this Grant. The Subrecipient shall cooperate fully with other subrecipients and the Agency in all such cases.

G. Certificate of Good Standing. The Subrecipient shall provide to the Agency a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that Subrecipient is authorized to conduct business in the State of Wyoming, if required, before performing work under this Grant. Subrecipient shall ensure that annual filings and corporate taxes due and owing to the Secretary of State's office are up-to-date before signing this Grant.

H. Compliance with Laws. The Subrecipient shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Grant.

I. Confidentiality of Information. Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Grant shall be kept confidential by the Subrecipient unless written permission is granted by the Agency for its release. If and when Subrecipient receives a request for information subject to this Grant, Subrecipient shall notify Agency within ten (10) days of such request and shall not release information to a third party unless directed to do so by Agency.

J. Entirety of Grant. This Grant, consisting of thirteen (13) pages; and Attachment A, Project Description, consisting of one (1) page, represent the entire and integrated Grant between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Grant and the language of any attachment or document incorporated by reference, the language of this Grant shall control.

K. 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's profession.

L. Extensions. Nothing in this Grant shall be interpreted or deemed to create an expectation that this Grant will be extended beyond the term described herein. Any extension of this Grant shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Grant or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Grant.

M. 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.

N. Indemnification. Each party to this Grant shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

O. Independent Subrecipient. The Subrecipient shall function as an independent Subrecipient for the purposes of this Grant and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Grant, the Subrecipient shall be free from control or direction over the details of the performance of services under this Grant. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the 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 the Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Subrecipient agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure

to the benefit of the Subrecipient or the Subrecipient's agents or employees as a result of this Grant.

P. Notices. All notices arising out of, or from, the provisions of this Grant shall be in writing either by regular mail or delivery in person at the addresses provided under this Grant.

Q. Notice of Sale or Transfer. The Subrecipient shall provide the Agency with notice of any sale, transfer, merger, or consolidation of the assets of the Subrecipient. Such notice shall be provided in accordance with the notices provision of this Grant and, when possible and lawful, in advance of the transaction. If the Agency determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Subrecipient's obligations under this Grant, then the Agency may, at its discretion, terminate or renegotiate the Grant.

R. Ownership and Destruction of Documents and Information. Agency owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Grant. Upon termination of services, for any reason, Subrecipient agrees to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon Agency's verified receipt of such information, Subrecipient agrees to physically and electronically destroy any residual Agency-owned data, regardless of format, and any other storage media or areas containing such information. Subrecipient agrees to provide written notice to Agency confirming the destruction of any such residual Agency-owned data.

S. Patent or Copyright Protection. The 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 the Subrecipient or its Subrecipients will violate any such restriction. The Subrecipient shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.

T. Prior Approval. This Grant shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Grant has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

U. 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 the parties may renegotiate the terms affected by the severance.

V. Sovereign Immunity and Limitations. Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Grant and the Subrecipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. 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 shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

W. Taxes. The 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.

X. Termination of Grant. This Grant may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Grant may be terminated by the Agency immediately for cause if the Subrecipient fails to perform in accordance with the terms of this Grant.

Y. Third-Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this 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.

Z. Time is of the Essence. Time is of the essence in all provisions of this Grant.

AA. Titles Not Controlling. Titles of sections and subsections are for reference only and shall not be used to construe the language in this Grant.

BB. 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.

CC. Counterparts. This Grant may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Grant. Delivery by the Subrecipient of an originally signed counterpart of this Grant by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

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

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

AGENCY:

Wyoming Office of Homeland Security

Guy Cameron, Director

Date

SUBRECIPIENT:

Town of Jackson



Todd Smith, Chief

10-3-18

Date

Pete Muldoon, Mayor

Date

Sandy Birdyshaw, City Clerk

Date

COUNTY ATTORNEY: APPROVAL AS TO FORM

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM



02 Tyler M. Renner, Assistant Attorney General

09-24-18

Date

Attachment A: Project Description

Jackson Police Department

Project ID: 18-SHSP-TET-LP-HIT18

IJ: IED/Terrorism Response

The following submitted project(s) have been approved for the Federal Fiscal Year 2018 U.S. Department of Homeland Security State Homeland Security Program Grant. Only expenditures within the scope of the below projects will be reimbursed by the Wyoming Office of Homeland Security. Any changes to the scope of work must be approved through the Wyoming Office of Homeland Security prior to implementation.

IJ ID	Description	Amount
3.1	For the purchase of ballistic helmets, shields and other allowable personal protective gear	\$20,000

For questions regarding individual project allowability, the scope of an approved project, or the 2018 SHSP grant, please contact:

SHSP Grant Manager
Wyoming Office of Homeland Security
307-777-5768

Security Unit Chief
Wyoming Office of Homeland Security
307-777-4917

WOHS
Original Document