

City of Cody City Council

Tuesday, December 19, 2023 – 7:00 p.m.

(Pre-Meeting to begin at 6:53 p.m. to discuss agenda)

Meeting Place: City of Cody Council Chambers – 1338 Rumsey Avenue, Cody, WY

Meeting Called to Order

Pledge of Allegiance

Moment of Silence

Roll Call

Mayor's Recognitions and Announcements

1. Consent Calendar

All items under the consent calendar will be acted upon in one motion unless a Councilmember or member of the public requests that an individual item be taken up under Conduct of Business.

- a. Approval of Minutes: Minutes from December 5, 2023 and December 12, 2023.
- b. Approve Vouchers and Payroll in the amount of \$1,276,609.46.
- c. Approve an anonymous donation of \$50,000 to the Paul Stock Aquatic & Recreation Center.
- d. Authorize the Mayor to enter into and sign an Agreement between the City of Cody and Mountain Alarm Security to monitor the fire suppression system for the Cody Auditorium.
- e. Authorize the increase of wages by \$2.00/hr for seasonal/provisional Aquatic staff at Level I and Level IV and \$4.00/hr for Aquatic staff at Level II and III effective January 1, 2024.
- f. Authorize the Mayor to sign and the submission of the WAM-WCCA Energy Lease Program Application.

2. Public Comments: The City Council welcomes input from the public. In order for everyone to be heard, please limit your comments to two (2) minutes per person and limit speakers to provide new comments/remarks. The Guidelines for the Conduct of City Council Meetings do not allow action to be taken on public comments.

3. Public Hearings

4. Conduct of Business

- a. Appoint Mike Kelly (General Contractor) & Wes Werbelow (Member at Large) to the Contractors Board for a three-year term ending December 31, 2026.
- b. Appoint Kathryn Kyle & Sara Miles to the Planning, Zoning & Adjustment Board for a three-year term ending December 31, 2026.

- c. Appoint John Hollander and Council Member Lee Ann Reiter to the Yellowstone Regional Airport Board for a three-year term ending December 31, 2026.
- d. Resolution 2023-20
A Resolution Providing for the Appointment of Mayor Matt Hall as Member to the Wyoming Municipal Power Agency Board from the City of Cody WY.
Staff Reference: Cindy Baker, Administrative Services Officer
- e. Resolution No. 2023-22
A Resolution to Support the Establishment of a Film Office within the Park County Travel Council Organization, otherwise known as Cody Yellowstone, to facilitate the Production of Movies, Documentaries, Television Programs, Commercials and Other Visual Media within Park County.
- f. Consider approval of the FY2024 Transportation Alternative Program (TAP) Subrecipient Agreement between the Wyoming Department of Transportation and the City of Cody and authorize the mayor to sign all associated documents, contingent upon review by the City Attorney.
Staff Reference: Phillip Bowman, Public Works Director
- g. Consider approval of a Grant Agreement between the City of Cody and Wyoming Office of Homeland Security for U.S. Department of Homeland Security (DHS) Federal Emergency Agency (FEMA) Fiscal Year 2022 Building Resilient Infrastructure and Communities (BRIC) grant funding program and authorize the Mayor to sign all associated documents.
Staff Reference: Phillip Bowman, Public Works Director

5. Tabled Items

6. Matters from Staff Members

7. Matters from Council Members

8. Adjournment

Upcoming Meetings.

January 2, 2024 – Council Meeting 7:00 p.m.

January 9, 2024 – Work Session 5:30 p.m.

**City of Cody
Council Proceedings
Tuesday, December 5, 2023**

A meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, December 5, 2023 at 7:00 p.m.

Present: Mayor Hall, Council Members, Andrew Quick, Emily Swett, Jerry Fritz, Don F. Shreve Jr., Kelly Tamblyn, and City Attorney Scott Kolpitcke, City Administrator Barry Cook, and Cindy Baker, Administrative Services Officer.

Absent: Council Member Lee Ann Reiter

Mayor Hall called the meeting to order at 7:00 p.m.

Council Member Fritz made a motion seconded by Council Member Swett to approve the Consent Calendar as presented including the Consent Calendar as presented which included approval of Minutes: Minutes from November 21, 2023 and November 28, 202 and approve Vouchers and Payroll in the amount of \$702,432.88. Vote was unanimous.

At 7:03 pm Mayor Hall entered into a Public Hearing to consider if it is in the public's interest to consider authorizing an application to the Wyoming Business Council under the Business Ready Community Grant and Loan Program. James Klessens, Forward Cody provided background information. After calling for comments three times, and there being none, Mayor Hall closed the Public Hearing at 7: 09 p.m.

Resolution 2023-19

A Resolution authorizing the submission of application to the Wyoming Business Council (WBC) Under the Business Ready Community Grant and Loan program on behalf of the Governing Body of the City of Cody for the Purpose of The Acquisition and Construction of a Food Processing Facility for Use by Yellowstone Natural Holdings LLC, contingent upon approval by the WBC. Council Member Quick Shreve made a motion seconded by Council Member to approve Resolution 2023-19. Vote was unanimous.

Resolution 2023-21

A Resolution authorizing the submission of application to the Wyoming Business Council (WBC) Under the Business Ready Community Grant and Loan program on behalf of the Governing Body of the City of Cody for the Purpose of The Acquisition and Construction of a Food Processing Facility for Use by Yellowstone Natural Holdings LLC, contingent upon approval by the WBC. Council Member Tamblyn made a motion seconded by Council Member Swett to approve Resolution 2023-21. Vote was unanimous.

Council Member Quick made a motion seconded by Council Member Tamblyn to approve the auditor's report and related financial statements for the fiscal year ending June 30, 2023. Vote was unanimous.

Council Member Swett made a motion seconded by Council Member Shreve to approve the Adjustment of Facilities Agreement between the Transportation Commission of Wyoming and Wyoming Department of Transportation and the City of Cody to relocate an existing water valve at the Blackburn Street and Big Horn Ave Traffic Signal and authorizing the Mayor to enter into and sign an agreement and associated documents. Vote as unanimous.

Council Member Fritz made a motion seconded by Council Member Quick to approve the Electric Service Agreement between the Transportation Commission of Wyoming and Wyoming Department of Transportation and the City of Cody to provide electric service utility improvements at the Blackburn Street and Big Horn Ave Traffic Signal an authorizing the Mayor to enter into and sign an agreement and associated documents. Vote was unanimous.

Mayor Hall adjourned the meeting 7:27 pm.

Mayor Matt Hall

Cindy Baker, Administrative Services Officer

City of Cody
Council Proceedings
Tuesday, December 12, 2023

A special meeting of the Cody City Council was held in Council Chambers of Cody City Hall on Tuesday, December 12, 2023 at 5:30 p.m.

Present: Mayor Hall, Council Members, Andy Quick, Don F. Shreve Jr., Lee Ann Reiter, Jerry Fritz, Emily Swett and Kelly Tamblyn, City Administrator, Barry Cook, City Attorney, Scott Kolpitke and Cindy Baker, Administrative Services Officer.

Absent: None

Mayor Hall called the meeting to order at 5:30 p.m.

Ryan Hauck, Park County Travel Council Executive Director, provided the Governing Body with information relating to a Resolution to Support the Establishment of a Film Office within the Park County Travel Council Organization, otherwise known as Cody Yellowstone, to Facilitate the Production of Movies, Documentaries, Television Programs, Commercials, and other Visual Media within Park County. Staff was directed to put the Resolution on the December 19th meeting for consideration.

Rosemary Henry, Executive Director Wyoming Municipal Power Agency, discussed Distributed Energy Resources (DER) policy.

Barry Cook, City Administrator, & EJ House, Cody County Chamber of Commerce Director, discussed WCC Energy Lease Program and Chamber of Commerce Facilities Upgrade Projects. Staff was directed to present this application on the December 19th meeting for consideration.

Barry Cook, City Administrator, discussed the reallocation of funds and Parks Projects. Staff was provided direction on this matter.

Mike Fink, Aquatics, Facilities & Rec Superintendent, discussed seasonal aquatic wages. Staff was asked to provide an estimate of additional cost and the Governing Body will consider at a future council meeting.

Mayor Hall adjourned the Work Session at 6:41 p.m.

Cynthia D Baker
Administrative Services Officer

Matt Hall
Mayor

Report Criteria:

Invoice.Detail.Input date = 12/12/2023

Invoice.Batch = {NOT LIKE} "1"

Secondary Name	Invoice	Description	Invoice Date	Total Cost
3J TRUCKING LLC (133387)				
	1575	CONTRACT SNOW REMOVAL	12/03/2023	810.00
Total :				810.00
Total 3J TRUCKING LLC (133387):				810.00
AMERICAN FAMILY LIFE ASSUR (550)				
	917888	AFLAC PREMIUM	11/30/2023	2,210.32
Total :				2,210.32
Total AMERICAN FAMILY LIFE ASSUR (550):				2,210.32
AMERICAN TIRE DISTRIBUTORS INC (132423)				
	S169526669	POLICE VEHICLE TIRES	07/06/2023	889.00
	S169857093	POLICE VEHICLE TIRES	07/14/2023	889.00
	S170145879	POLICE VEHICLE TIRE	07/21/2022	127.00
	S170438902	POLICE VEHICLE TIRES	07/28/2022	635.00
	S170472959	CREDIT FOR POLICE VEHICLE TIRES	07/28/2023	889.00-
	S176126835	FORD 7000 SERVICE TRUCK TIRES	12/12/2022	2,486.30
	S176126835	EXCISE TAX CREDIT	12/12/2022	178.34-
Total :				3,958.96
Total AMERICAN TIRE DISTRIBUTORS INC (132423):				3,958.96
AMERICAN WELDING & GAS, INC. (128592)				
	9758306	CARBON DIOXIDE/CYLINDER RENTAL	11/30/2023	38.83
Total :				38.83
Total AMERICAN WELDING & GAS, INC. (128592):				38.83
ATLAS STRATEGIC COMMUNICATIONS LLC (133180)				
	5155	CONSULTING - STRATEGIC COMMUNICATIONS	12/01/2023	5,262.50
	5156	CONSULTING - STRATEGIC COMMUNICATIONS	12/01/2023	6,375.00
	5157	CONSULTING - STRATEGIC COMMUNICATIONS	12/01/2023	5,075.00
Total :				16,712.50
Total ATLAS STRATEGIC COMMUNICATIONS LLC (133180):				16,712.50
AUTO PLUMBERS EXHAUST (130014)				
	11-7157	FORD F250 LIFT GATE	11/27/2023	5,700.00
Total :				5,700.00
Total AUTO PLUMBERS EXHAUST (130014):				5,700.00
BAGNELL, PAULETTE A (133196)				
	12042023	RESTITUTION ON MC-2301-012	12/04/2023	75.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				75.00
Total BAGNELL, PAULETTE A (133196):				75.00
BAILEY ENTERPRISES INCORPORATED (130546)				
	8007500	Fuel	11/30/2023	188.51
	8007500	Fuel	11/30/2023	831.76
	8007500	Fuel	11/30/2023	173.09
	8007500	Fuel	11/30/2023	254.80
	8007500	Fuel	11/30/2023	2,394.43
	8007500	Fuel	11/30/2023	173.09
	8007500	Fuel	11/30/2023	86.55
	8007500	Fuel	11/30/2023	62.95
	8007500	Fuel	11/30/2023	371.15
	8007500	Fuel	11/30/2023	303.61
	8007500	Fuel	11/30/2023	129.39
	8007500	Fuel	11/30/2023	30.28
	8007500	Fuel	11/30/2023	121.50
	8007500	Fuel	11/30/2023	82.93
	8007500	Fuel	11/30/2023	17.76
	8007500	Fuel	11/30/2023	22.34
	8007500	Fuel	11/30/2023	35.53
	8007500	Fuel	11/30/2023	1,135.71
	8007500	Fuel	11/30/2023	144.96
	8007500	Fuel	11/30/2023	567.14
	8007500	Fuel	11/30/2023	17.48
	8007500	Fuel	11/30/2023	4.37
	8007500	Fuel	11/30/2023	8.74
	8007500	Fuel	11/30/2023	13.11
	8007500	Fuel	11/30/2023	21.66
	8007500	Fuel	11/30/2023	4,369.53
	8007500	Fuel	11/30/2023	1,381.08
	8007500	Fuel	11/30/2023	638.99
	8007500	Fuel	11/30/2023	140.82
	8007500	Fuel	11/30/2023	110.51
	8007500	Fuel	11/30/2023	21.66
	8007500	Fuel	11/30/2023	379.12
	8007500	Fuel	11/30/2023	258.63
	8007500	Fuel	11/30/2023	21.66
	8007500	Fuel	11/30/2023	459.70
	8007500	Fuel	11/30/2023	78.15
	8007500	Fuel	11/30/2023	385.03
	8007500	Fuel	11/30/2023	24.23
	8007500	Fuel	11/30/2023	1,164.08
	8007500	Fuel	11/30/2023	642.89
Total :				17,268.92
Total BAILEY ENTERPRISES INCORPORATED (130546):				17,268.92
BLACK HILLS GAS HOLDINGS, LLC (132866)				
BLACK HILLS ENERGY	12062023	UTILITIES - BLACK HILLS ENERGY	12/06/2023	500.89
BLACK HILLS ENERGY	12062023	UTILITIES - BLACK HILLS ENERGY	12/06/2023	1,376.63
BLACK HILLS ENERGY	12062023	UTILITIES - BLACK HILLS ENERGY	12/06/2023	1,085.18
BLACK HILLS ENERGY	12062023	UTILITIES - BLACK HILLS ENERGY	12/06/2023	1,025.93
BLACK HILLS ENERGY	12062023	UTILITIES - BLACK HILLS ENERGY	12/06/2023	4,793.40
BLACK HILLS ENERGY	12062023	UTILITIES - BLACK HILLS ENERGY	12/06/2023	4,793.40

Secondary Name	Invoice	Description	Invoice Date	Total Cost
BLACK HILLS ENERGY	12062023	UTILITIES - BLACK HILLS ENERGY	12/06/2023	537.93
BLACK HILLS ENERGY	12062023	UTILITIES - BLACK HILLS ENERGY	12/06/2023	123.61
BLACK HILLS ENERGY	12062023	UTILITIES - BLACK HILLS ENERGY	12/06/2023	504.50
BLACK HILLS ENERGY	12062023	UTILITIES - BLACK HILLS ENERGY	12/06/2023	449.83
Total :				15,191.30
Total BLACK HILLS GAS HOLDINGS, LLC (132866):				15,191.30
BOOT BARN INC (128267)				
	INV00317855	FR CLOTHING	11/27/2023	143.48
Total :				143.48
Total BOOT BARN INC (128267):				143.48
BORDER STATES INDUSTRIES, INC (1420)				
	927469852	4/0 URD TRIPLEX	12/01/2023	3,651.70
	927469852	4/0 URD TRIPLEX	12/01/2023	7,280.00
	927469852	COLD SHRINK	12/01/2023	161.16
Total :				11,092.86
Total BORDER STATES INDUSTRIES, INC (1420):				11,092.86
C & C WELDING, INC (1690)				
	25670N	CHRISTMAS DECORATIONS	11/07/2023	91.52
Total :				91.52
Total C & C WELDING, INC (1690):				91.52
CHARTER COMMUNICATIONS (133375)				
ATTN: JULIE BENDER	200389290	ENCROACHMENT DEPOSIT REFUND	11/30/2023	150.00
Total :				150.00
Total CHARTER COMMUNICATIONS (133375):				150.00
CITY OF CODY 2 (127400)				
	12012023	PEACE OFFICER ID RENEWAL	12/01/2023	10.00
	12012023	PEACE OFFICER ID RENEWAL	12/01/2023	10.00
	12012023	PEACE OFFICER ID RENEWAL	12/01/2023	10.00
Total :				30.00
Total CITY OF CODY 2 (127400):				30.00
CODY TREE SURGERY (131773)				
	2334	SHOSHONE RIVER TRAIL HAZARDOUS TREES	11/29/2023	1,700.00
Total :				1,700.00
Total CODY TREE SURGERY (131773):				1,700.00
COOK MOVING & STORAGE (133231)				
	23393	MOVING SERVICES	11/27/2023	470.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				470.00
Total COOK MOVING & STORAGE (133231):				470.00
DARR, VINCENT (133384)				
	172791305	REIMBURSEMENT - COMMERCIAL LEARNERS PERMIT	12/01/2023	47.25
Total :				47.25
Total DARR, VINCENT (133384):				47.25
ENERGY LABORATORIES, INC (4120)				
DEPARTMENT 6250	595680	COLIFORM TESTING	11/21/2023	165.00
Total :				165.00
Total ENERGY LABORATORIES, INC (4120):				165.00
ENGINEERING ASSOCIATES (4140)				
	4311081	SURVEY TASK ORDER #1 - TREE STREET WATERLINE REPLACEMENT	11/27/2023	27,527.40
Total :				27,527.40
Total ENGINEERING ASSOCIATES (4140):				27,527.40
ENNIST III, ROBERT F (131798)				
BIG HORN FOOD SERVICES	3916	EMPLOYEE RECOGNITION YOS	11/22/2023	140.00
BIG HORN FOOD SERVICES	3916	EMPLOYEE RECOGNITION YOS	11/22/2023	204.96
BIG HORN FOOD SERVICES	3916	EMPLOYEE RECOGNITION YOS	11/22/2023	60.00
BIG HORN FOOD SERVICES	3916	EMPLOYEE RECOGNITION YOS	11/22/2023	30.00
BIG HORN FOOD SERVICES	3916	EMPLOYEE RECOGNITION YOS	11/22/2023	50.00
BIG HORN FOOD SERVICES	3916	EMPLOYEE RECOGNITION YOS	11/22/2023	140.00
BIG HORN FOOD SERVICES	3916	EMPLOYEE RECOGNITION YOS	11/22/2023	130.00
BIG HORN FOOD SERVICES	3916	EMPLOYEE RECOGNITION YOS	11/22/2023	40.00
BIG HORN FOOD SERVICES	3916	EMPLOYEE RECOGNITION YOS	11/22/2023	20.00
BIG HORN FOOD SERVICES	3916	EMPLOYEE RECOGNITION YOS	11/22/2023	110.00
BIG HORN FOOD SERVICES	3916	EMPLOYEE RECOGNITION YOS	11/22/2023	60.00
BIG HORN FOOD SERVICES	3916	EMPLOYEE RECOGNITION YOS	11/22/2023	30.00
BIG HORN FOOD SERVICES	3916	EMPLOYEE RECOGNITION YOS	11/22/2023	90.00
BIG HORN FOOD SERVICES	3916	EMPLOYEE RECOGNITION YOS	11/22/2023	20.00
BIG HORN FOOD SERVICES	3951	JANITORIAL SUPPLIES	11/28/2023	314.59
Total :				1,439.55
Total ENNIST III, ROBERT F (131798):				1,439.55
ESTATE OF LAURA SCOTT (133377)				
	14.2060.25	UTILITY DEPOSIT REFUND	11/30/2023	116.80
Total :				116.80
Total ESTATE OF LAURA SCOTT (133377):				116.80
EVANS, ALLISON (133308)				
	12042023	RESTITUTION CASE MC-2306-012	12/04/2023	35.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				35.00
Total EVANS, ALLISON (133308):				35.00
FARLOW, IRENE (131831) DBA: CODY CAB LLC	12052023	TIPSY TAXI PROGRAM	12/05/2023	1,110.00
Total :				1,110.00
Total FARLOW, IRENE (131831):				1,110.00
FIRE DISTRICT #2 (131409)	BLD-0823-0030	1301 RUMSEY AVE	11/30/2023	155.00
	BLD-1123-0029	902 BLACKBURN ST	11/30/2023	313.00
Total :				468.00
Total FIRE DISTRICT #2 (131409):				468.00
FOOTHILLS ELECTRIC (133386)	1033	REPLACE EXTERIOR LIGHTS AND PHOTO CELL IN BACK OF CITY HALL	12/08/2023	832.47
Total :				832.47
Total FOOTHILLS ELECTRIC (133386):				832.47
FRANCK, STEVEN (133111) OFF GRID INSPECTIONS	014	ELECTRICAL INSPECTION SERVICES NOVEMBER 2023	12/02/2023	2,095.00
Total :				2,095.00
Total FRANCK, STEVEN (133111):				2,095.00
GALLS PARENT HOLDINGS, LLC (132576) GALLS, LLC	26177552	DUTY SHIRTS FOR C16	11/06/2023	239.13
Total :				239.13
Total GALLS PARENT HOLDINGS, LLC (132576):				239.13
GLOBE LIFE INC (133159)	1047706	premiums	11/30/2023	331.40
Total :				331.40
Total GLOBE LIFE INC (133159):				331.40
GORDON CONSTRUCTION (133388)	12.11.23	ENCROACHMENT DEPOSIT REFUND 1426 SHERIDAN AVE	12/11/2023	150.00
Total :				150.00
Total GORDON CONSTRUCTION (133388):				150.00
GRANICUS LLC (128565)	176179	GRANICUS RECORDING SOFTWARE	12/05/2023	20,000.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				20,000.00
Total GRANICUS LLC (128565):				20,000.00
HEBRLEE, TRENT STEVEN (131832)				
HOTLINE ELECTRICAL SALES & SERV	028997	RECONDITIONED 2S METERS	03/10/2022	1,080.00
HOTLINE ELECTRICAL SALES & SERV	29362	ITRON METER READING EQUIPMENT	11/28/2023	1,438.70
HOTLINE ELECTRICAL SALES & SERV	29362	ITRON METER READING EQUIPMENT	11/28/2023	1,438.70
Total :				3,957.40
Total HEBRLEE, TRENT STEVEN (131832):				3,957.40
HUBER, WESLEY L (123442)				
EAGLE OF CODY PRINTING	120823	WINDOW ENVELOPES	12/08/2023	75.00
EAGLE OF CODY PRINTING	120823	WINDOW ENVELOPES	12/08/2023	450.00
EAGLE OF CODY PRINTING	120823	WINDOW ENVELOPES	12/08/2023	75.00
EAGLE OF CODY PRINTING	120823	WINDOW ENVELOPES	12/08/2023	225.00
Total :				825.00
Total HUBER, WESLEY L (123442):				825.00
JOHN ANDREW LLC (132867)				
KEELE SANITATION	43768	PORTABLE RESTROOM SERVICE	11/27/2023	157.50
Total :				157.50
Total JOHN ANDREW LLC (132867):				157.50
JONES, AMY (129954)				
	12823	PERSONAL TRAINING SERVICES	12/08/2023	701.93
Total :				701.93
Total JONES, AMY (129954):				701.93
KELLY, GENE (132885)				
D&G ELECTRIC LLC	4388	THERMOSTAT	11/27/2023	470.32
Total :				470.32
Total KELLY, GENE (132885):				470.32
KINCHELOE PLUMBING AND HEATING (5750)				
	157013	LARGE AUGER OF NICHOL MALL RESTROOM	11/07/2023	304.05
	157061	REPAIR REC CENTER RESTROOM	11/21/2023	619.05
	157092	AUGER AND CAMERA FOR NICHOL MALL RESTROOM	11/29/2023	659.10
Total :				1,582.20
Total KINCHELOE PLUMBING AND HEATING (5750):				1,582.20
KLINE, KAREN (133385)				
	120523	WITNESS FEES MC-2308-023	12/06/2023	15.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				15.00
Total KLINE, KAREN (133385):				15.00
LABAN HARVEST LLC (133169)				
DBA NO SPOT LEFT BEHIND	112023	CUSTODIAL SERVICES	11/30/2023	1,378.66
DBA NO SPOT LEFT BEHIND	112023	CUSTODIAL SERVICES	11/30/2023	1,378.66
DBA NO SPOT LEFT BEHIND	112023	CUSTODIAL SERVICES	11/30/2023	1,378.66
Total :				4,135.98
Total LABAN HARVEST LLC (133169):				4,135.98
LEACH, PATRICK R (133098)				
ETERNAL TREE SERVICE	11282023	TREE MAINTENANCE VALLEY VIEW	11/28/2023	4,000.00
Total :				4,000.00
Total LEACH, PATRICK R (133098):				4,000.00
LEONHARDT, TIM (133314)				
LEONHARDT, GINA	11292023	LEFTOVER PARTS AND FITTINGS FROM DEVELOPMENT	11/29/2023	3,554.92
Total :				3,554.92
Total LEONHARDT, TIM (133314):				3,554.92
MARQUIS AWARDS & SPECIALTIES INC (6300)				
	29753	ENGRAVING YOS AWARDS	11/30/2023	35.00
	29753	ENGRAVING YOS AWARDS	11/30/2023	20.00
	29753	ENGRAVING YOS AWARDS	11/30/2023	48.00
	29753	ENGRAVING YOS AWARDS	11/30/2023	20.00
	29753	ENGRAVING YOS AWARDS	11/30/2023	40.00
Total :				163.00
Total MARQUIS AWARDS & SPECIALTIES INC (6300):				163.00
MITCHELL, TIA (133376)				
	62931980	REC CENTER REFUND	11/28/2023	114.00
Total :				114.00
Total MITCHELL, TIA (133376):				114.00
MOUNTAINLAND SERVICE & SALES LLC (133383)				
	114726	BRINE PRODUCTION MACHINE	12/04/2023	26,900.00
Total :				26,900.00
Total MOUNTAINLAND SERVICE & SALES LLC (133383):				26,900.00
NCPERS GROUP LIFE INS (125412)				
C/O MEMBER BENEFITS	113023	PREMIUM	11/30/2023	400.00
Total :				400.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total NCPERS GROUP LIFE INS (125412):				400.00
NORCO, INC. (128948)				
	39333165	BOTTLE RENTAL	11/30/2023	41.40
Total :				41.40
Total NORCO, INC. (128948):				41.40
NORTHWEST PIPE (7400)				
	7986070-2	60' of 14" C900 PIPE	12/04/2023	4,128.00
Total :				4,128.00
Total NORTHWEST PIPE (7400):				4,128.00
ONE-CALL OF WYOMING (127665)				
	69331	ONE - CALL FEES	12/07/2023	23.63
	69331	ONE - CALL FEES	12/07/2023	23.63
	69331	ONE - CALL FEES	12/07/2023	23.63
	69331	ONE - CALL FEES	12/07/2023	23.61
Total :				94.50
Total ONE-CALL OF WYOMING (127665):				94.50
PARK COUNTY (7670)				
	120723	NEGATIVE SPECIFIC PURPOSE TAX	12/07/2023	17,870.79
	9143	LEC CONTRACT - DISPATCH LABOR COSTS	12/01/2023	4,510.05
	9143	LEC CONTRACT - DISPATCH LABOR COSTS	12/01/2023	751.68
	9143	LEC CONTRACT - DISPATCH LABOR COSTS	12/01/2023	19,794.12
	9143	LEC CONTRACT - TECHNOLOGY SERVICES	12/01/2023	3,250.00
	9143	LEC CONTRACT - INSIDE MAINTENANCE SUPPLIES	12/01/2023	854.60
	9143	LEC CONTRACT - INSIDE MAINTENANCE LABOR	12/01/2023	2,062.43
	9143	LEC CONTRACT - OUTSIDE MAINTENANCE CREDIT	12/01/2023	208.33-
	9143	LEC CONTRACT - BUILDING INSURANCE COSTS	12/01/2023	398.92
	9143	LEC CONTRACT - UTILITIES	12/01/2023	1,304.86
Total :				50,589.12
Total PARK COUNTY (7670):				50,589.12
PARK COUNTY LANDFILL (129053)				
	11302023	BULK ITEM DISPOSAL FEES - NOV 2023	12/05/2023	125.45
	11302023	LANDFILL CHARGES - NOV 2023	12/05/2023	51,884.85
Total :				52,010.30
Total PARK COUNTY LANDFILL (129053):				52,010.30
PARK COUNTY SHERIFF (7740)				
	11302023	INARCERATION - NOV 2023	12/01/2023	30.00
Total :				30.00
Total PARK COUNTY SHERIFF (7740):				30.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
PROVIDENT LIFE & ACCIDENT INS (128033)				
	113023	PREMIUMS	11/30/2023	23.40
Total :				23.40
Total PROVIDENT LIFE & ACCIDENT INS (128033):				23.40
PURCELL TIRE AND RUBBER COMPANY (132837)				
DBA: PURCELL TIRE AND SERVICE C	31215377	CREDIT FOR TIRE CASINGS	12/01/2023	250.00-
Total :				250.00-
Total PURCELL TIRE AND RUBBER COMPANY (132837):				250.00-
ROBERTSON, LESLIE (130816)				
	12042023	RESTITUTION FROM MC-2208-010	12/04/2023	100.00
Total :				100.00
Total ROBERTSON, LESLIE (130816):				100.00
RUDOLPH, RACHAEL (133381)				
	13.7034.20	UTILITY DEPOSIT REFUND	12/01/2023	55.91
Total :				55.91
Total RUDOLPH, RACHAEL (133381):				55.91
SABER PEST CONTROLL LLC (131183)				
	AUD182	PEST CONTROL - AUDITORIUM	12/05/2023	100.00
	CH182	PEST CONTROL - CITY HALL	12/05/2023	70.00
	E169	PEST CONTROL - ELECTRIC	12/01/2023	100.00
	P181	PEST CONTROL - PUBLIC WORKS SH	12/01/2023	60.00
	P181	PEST CONTROL - PUBLIC WORKS SH	12/01/2023	30.00
	P181	PEST CONTROL - PUBLIC WORKS SH	12/01/2023	30.00
	REC182	PEST CONTROL - REC CENTER	12/05/2023	105.00
	REC182	PEST CONTROL - REC CENTER	12/05/2023	105.00
Total :				600.00
Total SABER PEST CONTROLL LLC (131183):				600.00
SECRETARY OF STATE (123386)				
	11302023	NOTARY FILING FEE - A BOWEN	11/30/2023	60.00
Total :				60.00
Total SECRETARY OF STATE (123386):				60.00
SHOSHONE MUNICIPAL PIPELINE (9130)				
	12012023	SMP WATER PURCHASE - NOVEMBER 2023	12/01/2023	112,717.52
Total :				112,717.52
Total SHOSHONE MUNICIPAL PIPELINE (9130):				112,717.52
SKAGGS COMPANIES (131474)				
	450_A_198403_1	REPLACEMENT VEST FOR C22	11/29/2023	854.85

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				854.85
Total SKAGGS COMPANIES (131474):				854.85
STANTEC CONSULTING SERVICES INC (132890)				
	2165800	Big Horn Ave/Freedom St Pedestrian Crossing	12/05/2023	1,832.75
Total :				1,832.75
Total STANTEC CONSULTING SERVICES INC (132890):				1,832.75
STATE OF WYOMING - LIEAP (9580)				
	120723	REFUND LIEAP AMOUNT PAID IN ERROR	12/07/2023	206.72
Total :				206.72
Total STATE OF WYOMING - LIEAP (9580):				206.72
SYSTEMS GRAPHICS INC (129162)				
ADVANCED INFO SYSTEMS	16306	OUTSOURCE BILLS	11/30/2023	12.10
ADVANCED INFO SYSTEMS	16306	OUTSOURCE BILLS	11/30/2023	76.61
ADVANCED INFO SYSTEMS	16306	OUTSOURCE BILLS	11/30/2023	68.54
ADVANCED INFO SYSTEMS	16306	OUTSOURCE BILLS	11/30/2023	68.54
ADVANCED INFO SYSTEMS	16306	OUTSOURCE BILLS	11/30/2023	88.70
ADVANCED INFO SYSTEMS	16306	OUTSOURCE BILLS	11/30/2023	88.70
Total :				403.19
Total SYSTEMS GRAPHICS INC (129162):				403.19
TANNER, ADAM (133374)				
	2.1750.20	UTILITY DEPOSIT REFUND	11/28/2023	387.29
Total :				387.29
Total TANNER, ADAM (133374):				387.29
TEREX USA LLC (129570)				
	7378587	E05 REPAIRS	11/28/2023	933.44
Total :				933.44
Total TEREX USA LLC (129570):				933.44
TURNBOW, GREG (133378)				
	17.7670.40	UTILITY DEPOSIT REFUND	12/01/2023	179.67
Total :				179.67
Total TURNBOW, GREG (133378):				179.67
UNUM LIFE INSURANCE - LIFE (127935)				
	113023	PREMIUM	11/30/2023	983.87
Total :				983.87

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total UNUM LIFE INSURANCE - LIFE (127935):				983.87
US POSTMASTER (129112)				
	121223	2 MONTHS POSTAGE FOR UTILITY BILLING	12/12/2023	4,300.00
Total :				4,300.00
Total US POSTMASTER (129112):				4,300.00
VISION WEST INC (133382)				
	SP-20263	STAFF UNIFORMS	11/28/2023	60.00
Total :				60.00
Total VISION WEST INC (133382):				60.00
WAY BACK WHEN PHOTOGRAPHY (133380)				
WBW ENTERPRISES LLC	1.1315.15	UTILITY DEPOSIT REFUND	12/01/2023	90.01
Total :				90.01
Total WAY BACK WHEN PHOTOGRAPHY (133380):				90.01
WESCO DISTRIBUTION CORP (131137)				
WESCO/KVA/MODERN WHOLESALE	61391	350 MCM, URD TRIPLEX	11/22/2023	3,630.00
WESCO/KVA/MODERN WHOLESALE	61391	350 MCM, URD TRIPLEX	11/22/2023	544.50
WESCO/KVA/MODERN WHOLESALE	61391	350 MCM, URD TRIPLEX	11/22/2023	544.50
WESCO/KVA/MODERN WHOLESALE	61391	350 MCM, URD TRIPLEX	11/22/2023	2,541.00
Total :				7,260.00
Total WESCO DISTRIBUTION CORP (131137):				7,260.00
WESTERN UNITED ELECTRIC SUPPLY (10605)				
	6102616	1/0 ELBOWS	12/05/2023	3,634.35
Total :				3,634.35
Total WESTERN UNITED ELECTRIC SUPPLY (10605):				3,634.35
WHEELER, JESSICA (133379)				
	13.0296.19	UTILITY DEPOSIT REFUND	12/01/2023	125.54
Total :				125.54
Total WHEELER, JESSICA (133379):				125.54
WILLIAMS PORTER DAY & NEVILLE PC (133370)				
	6487	LEGAL SERVICES - CITY OF CODY VS. LDS	12/05/2023	6,002.00
Total :				6,002.00
Total WILLIAMS PORTER DAY & NEVILLE PC (133370):				6,002.00
WIRFEL, TUCKER (133373)				
c/o TAMARA O'GRADY	17.0533.19	UTILITY DEPOSIT REFUND	11/28/2023	280.39

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				280.39
Total WIRFEL, TUCKER (133373):				280.39
WYOMING ASSOCIATION OF RURAL WATER (10760)				
	18711	2024 MEMBERSHIP DUES	11/21/2023	475.00
Total :				475.00
Total WYOMING ASSOCIATION OF RURAL WATER (10760):				475.00
WYOMING DEPARTMENT OF WORKFORCE SERVICES (10670)				
WORKERS COMPENSATION DIV	11302023	CONTRIBUTIONS	11/30/2023	10,433.57
WORKERS COMPENSATION DIV	11302023	PD VOLUNTEERS	11/30/2023	16.85
WORKERS COMPENSATION DIV	11302023	REC VOLUNTEERS	11/30/2023	95.47
Total :				10,545.89
Total WYOMING DEPARTMENT OF WORKFORCE SERVICES (10670):				10,545.89
WYOMING MUNICIPAL POWER AGENCY (10920)				
	202311-1	POWER PURCHASE - NOVEMBER 2023	12/10/2023	226,201.27
	202311-1	DEMAND PURCHASE COINCIDENT PEAK - NOVEMBER 2023	12/10/2023	251,657.98
	202311-1	DEMAND PURCHASE NON-COINCIDENT PEAK - NOVEMBER 2023	12/10/2023	29,504.40
	202311-1	ADJUSTMENT FOR OCTOBER 2023 DEMAND CHARGES	12/10/2023	22,728.44
Total :				484,635.21
Total WYOMING MUNICIPAL POWER AGENCY (10920):				484,635.21
XACTRO LLC (133291)				
	53.1014.12	HYDRANT METER DEPOSIT REFUND	12/05/2023	211.41
Total :				211.41
Total XACTRO LLC (133291):				211.41
Grand Totals:				920,779.67
Payroll 12./03/2023				346,629.79
TOTAL				1,267,409.46
Diagle Law Group LLC Legal Services				\$9,200.00
GRAND TOTAL				\$1,276,609.46

MEETING DATE:	DECEMBER 19, 2023
DEPARTMENT:	PARKS, RECREATION, & PUBLIC FACILITIES
PREPARED BY:	TINA GAIL
PRESENTED BY:	TINA GAIL
CITY ADM APPROVAL:	_____

Action Item Summary Report

Acceptance of Anonymous Donation

ACTION TO BE TAKEN

Request motion for City Council to accept financial donation of \$50,000.

SUMMARY

Cody Recreation Foundation recently received a donation from a recreation center family designated for Paul Stock and Aquatic recreation-based needs at the discretion of City management. Due to receiving a desired tax benefit to a designated 501 (c)(3), the members' donation was directed toward Cody Recreation Foundation. The foundation is prepared to distribute the donation to the City of Cody for acceptance.

FISCAL IMPACT

The donation of \$50,000 will be used for Paul Stock and Aquatic Center recreation-based needs and equipment.

ALTERNATIVES

1. Reject the donation.
2. Accept the donation to enhance the recreation center and benefits it provides to our community.

RECOMMENDATION

Staff recommends Council accept the donation.

ATTACHMENTS

None.

AGENDA & SUMMARY REPORT TO:

Cindy Baker, Administrative Services Officer
Leslie Brumage, Finance Officer
Barry Cook, City Administrator

AGENDA ITEM NO. _____

MEETING DATE: DECEMBER 19, 2023
DEPARTMENT: PARKS, RECREATION &
PUBLIC FACILITIES
PREPARED BY: MIKE FINK
PRESENTED BY: BARRY COOK

AGENDA ITEM SUMMARY REPORT

Fire Suppression Monitoring System

ACTION TO BE TAKEN:

Allow the Mayor to sign a contract agreement with Mountain Alarm Fire and Security to monitor the fire suppression system for the Cody Auditorium.

SUMMARY OF INFORMATION:

In 2022, City Council agreed to allocate money to put in a fire suppression system into the Cody Auditorium building.

The fire code had changed a couple of years prior and people could no longer host an event that had alcohol in the Auditorium without a fire suppression system in place.

In 2023 the install of that project was completed. The only thing that was not done was a fire monitoring system for the suppression system.

The monitoring system is important for a couple of reasons.

- In case there is a fire, the fire suppression system is designed to extinguish the fire. The monitoring system will alert the authorities so they can be dispatched to the facility.
- The monitoring system will also ensure that the fire suppression system is working correctly.
- Without a monitoring system, if we have a failure in the fire suppression system, such as a sprinkler head is damaged and we have a leak, the water will continue to run until it is discovered by staff. This could cause substantial water damage to the Cody Auditorium.

We currently have agreements with Mountain Alarm at City Hall, Paul Stock Aquatic and Recreation Center and the Street/Water Shop.

FISCAL IMPACT:

Dedicated phone line installation charge from TCT - \$500.00 (one time only charge)

TCT monthly charge - \$60.00

Mountain Alarm monthly charge - \$43.00

Total charges per year - \$1,236.00

Attachments:

Mountain Alarm Security contract

Agenda and Summary Report To:

Barry Cook – City Administrator/ Parks, Recreation and Public Facilities Director
Mike Fink – Recreation and Athletics Coordinator, City of Cody



428 W. Yellowstone • Cody, WY 82414

(307) 587-4233 • Fax (406) 248-7698

www.mountainalarm.com

COMMERCIAL ALARM SYSTEM AGREEMENT

Date

AGREEMENT between FIRE PROTECTION SERVICE CORPORATION, a Utah corporation doing business as Mountain Alarm (Contractor), and the following described customer

Building Owner/Property Management

(Customer)City of Cody

Billing NameCity of Cody

and Address:Po Box 2200

Cody WY 82414-2200

Email:mfink@codywy.gov

Billing Telephone:307-527-7511

Service NameCody Auditorium

and Address:1240 Beck Ave 82414-3626

Cody WY

mfink@codywy.gov

Service Telephone:307-250-4542

Systems and Services: Customer hereby requests Contractor to install and provide the following alarm system and/or services at the address specified (the Premises). The system to be installed (the System) and services to be provided (the Services) are more fully described in the attached Schedule of Equipment and Service, and Contractor agrees to do so on the terms and conditions of this Agreement for the charges specified below:

Billing☐ Monthly☒ Quarterly☐ Semi-Annually☐ Annually

Monitoring/System

☒ Fire\$35.00

☐ Security\$

☐ Video\$

☐ Refuge\$

☐ Elevator\$

Alarm.com

☐ Signal Forward\$

☐ Commercial\$

☐ Commercial +\$

☐ Commercial Video 8\$

☐ Commercial Video 16\$

☐ Access Control\$

☐ Other\$

Advanced Communication

☐ Cell\$

Cell type

☐ AES\$

☐ Other\$

Other type

Services

☐ Supervised Opening & Closing\$

Reports - ☐ Monthly☐ Weekly\$

☐ Unsupervised Opening & Closing\$

Reports - ☐ Monthly☐ Weekly\$

☐ Web Access\$

Maintenance☐ Full☐ LO☐ PO\$

☐ Guard\$

☐ Alarm Permit\$

☐ Chat\$

☒ OtherDaily Test\$8.00

Access

☐ Managed☐ Cloud☐ Blue Key\$

Billing☐ Monthly☐ Quarterly☐ Semi-Annually☐ Annually

Inspections

☐ Fire Alarm\$

☐ A☐ S/A☐ Q☐ M

☐ Sprinkler Inspection\$

☐ A☐ S/A☐ Q☐ M

☐ Fire Pump Inspection\$

☐ Kitchen Hood Inspection\$

☐ Backflow Inspection\$

☐ A☐ S/A☐ Q☐ M

☐ Fire Hydrants\$

☐ Sensitivity Test\$

☐ Fire Extinguishers\$

☐ A☐ S/A☐ Q☐ M

☐ Smoke Detector Cleaning\$

☐ A☐ S/A☐ Q☐ M

☐ EM/Exit Lighting\$

☐ Dry System/Antifreeze\$

☐ A☐ S/A☐ Q☐ M

☐ Other\$

☐ A☐ S/A☐ Q☐ M

Payment for Service: Customer agrees to pay Contractor \$43.00 per month for on-going monitoring, and/or other services indicated above, payable in advance commencing on the date installation is completed and continuing for the first 24 months of this Agreement. Customer further agrees that at any time following expiration of the first 24 months of this Agreement, Contractor may increase the on-going monthly charges specified above for the balance of the term and any renewal thereof. Such increase may be made no more frequently than once during any 12 month period. Customer agrees to pay the full amount of such increase that does not exceed a 15% increase over the previous 12 months' basic on-going charges. If Contractor increases the basic on-going charge by an amount greater than the 15% herein agreed to, Customer may terminate this Agreement upon written notice to Contractor within 15 days of notification of such increase.

Term, Renewal, and Expiration. This Agreement shall remain in force for an initial term of 24 months from the date the System is installed and becomes operative, or the date of execution of this Agreement, whichever is later. It shall be automatically renewed for consecutive terms of one year, unless one party gives written notice to the other at least 60 days prior to the end of the then current term of its intent to allow this Agreement to expire at the end of such term.

ADDITIONAL TERMS AND CONDITIONS:

1. **Limitation of Contractor's Liability.** It is understood that Contractor is not an insurer; that insurance, if any, is to be obtained by Customer independent of Contractor and this Agreement; and that the amounts payable to Contractor hereunder are based upon the value of the System and the Services and upon the scope of liability as herein set forth and are unrelated to the value of Customer's property or the property of others located at Customer's Premises. Contractor can give no assurance and makes no guarantee or warranty, including any implied warranty of merchantability or fitness for a particular purpose, that the System or Services supplied will avert or prevent burglary, fire, or other occurrences, or their related consequences, that the System Services are designed to detect. It is impractical and extremely difficult to fix the actual damages, if any, that may proximately result from failure on the part of the Contractor to perform any of its obligations hereunder. Customer does not desire this Agreement to provide for full liability of Contractor and agrees that Contractor shall be exempt from liability for loss, damage, or injury due directly to occurrences, or their related consequences, that the System or Services are designed to detect; that if Contractor should be found liable for loss, damage, or injury due to failure of service or equipment in any respect, its liability shall be limited to a sum equal to 10% of the annual charge for Services provided to the Premises or \$10,000.00 (whichever is greater) as the agreed upon damages and not as a penalty, as the exclusive remedy; and that the provisions of this paragraph shall apply if loss, damage, or injury regardless of cause or origin, results indirectly to person or property from the performance or nonperformance of obligations imposed by this Agreement or from negligence, active or otherwise, of Contractor, its agents or employees. No suit or action shall be brought against Contractor more than one year after the accrual of the cause of action thereof. It is further agreed that the limitations of liability expressed herein shall inure to the benefit of and apply to all shareholders, parents, and subsidiaries of Contractor and all other companies or persons affiliated with Contractor hereunder by assignment. If this Agreement provides for a direct connection to a municipal police or fire department or other organization, that department or other organization may invoke the provisions hereof against any claims by Customer due to any failure of such department or organization. IF CUSTOMER WISHES CONTRACTOR TO ASSUME A GREATER LIABILITY HEREUNDER THAN SPECIFIED ABOVE, CUSTOMER SHALL NOTIFY CONTRACTOR OF THAT FACT AND CONTRACTOR SHALL AMEND THIS AGREEMENT BY ATTACHING A RIDER SETTING FORTH THE MAXIMUM AMOUNT OF ADDITIONAL LIABILITY ASSUMED AND THE ADDITIONAL AMOUNT PAYABLE BY CUSTOMER FOR THE ASSUMPTION BY CONTRACTOR OF SUCH GREATER MAXIMUM AMOUNT OF LIABILITY. SUCH RIDER AND ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED AS MAKING CONTRACTOR AN INSURER.

2. **Limited Warranty.** If Customer has purchased the System from Contractor, Contractor warrants that the equipment of the System will be free from defects in material and workmanship for a period of 90 days from the date the System is placed into operation. If, during the 90-day period, any equipment proves to be defective, it will be repaired or replaced, at Contractor's sole option, free of charge. This warranty does not apply (a) to any defect caused by damage (other than damage resulting from a defect) that occurred while the System was in possession of Customer, including damage resulting from accidents, acts of God, alteration, misuse, tampering, or abuse; (b) to defects resulting from Customer's failure to follow operating instructions properly; (c) to adjustments necessitated by misalignment of cameras, improper adjustment of monitor brightness and contrast tuning controls or insufficient light on an area viewed by a camera; and (d) to problems due to electrical power or telephone service outage. If Customer calls for service under this limited warranty and upon inspection by Contractor's representative it is found that one or more of the conditions described in the clause (a) through (d) led to the inoperability or apparent inoperability of the System, a charge will be made for the service call whether or not Contractor's representative actually works on the System. Should it be necessary to make actual repairs to the System due to conditions or circumstances not covered by this limited warranty, a charge will be made for such repairs at Contractor's then applicable rates for labor and material. Warranty service will be furnished by Contractor during its normal business hours, 7:00 a.m. to 4:00 p.m. local time, Monday through Friday, holidays excluded. THIS LIMITED EQUIPMENT WARRANTY DOES NOT APPLY TO ANY SECURITY SYSTEM OR EQUIPMENT LEASED BY CUSTOMER FROM CONTRACTOR. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE.

3. **Entire Agreement.** This Agreement, including the provisions on the reverse side of this page and attached Schedule of Equipment and Service, constitute the entire agreement between the parties, and supersedes and replaces all other prior understandings or agreements, whether oral or written, relating to the Premises covered by this Agreement. In executing this Agreement, Customer is not relying on any advice or advertisement of Contractor. Customer agrees that any representation, promise, condition, inducement, or warranty, express or implied, not included in writing in this Agreement shall not be binding upon either party, and that the terms and conditions hereof apply as printed without alteration or qualification, except as specifically modified in writing, signed by a duly authorized representative Contractor. The terms and conditions of this Agreement shall govern notwithstanding any inconsistent or additional terms and conditions of any purchase order or other document submitted by Customer. This Agreement shall not become binding on Contractor unless and until approved by a duly authorized representative of Contractor as Provided below.

4. **Miscellaneous Charges and Increases in Charges.** (a) Customer shall pay any federal, state, and local taxes, fees or charges which are imposed upon the equipment, the installation thereof or performance of the Services provided for herein, including any increase in charges to Contractor for facilities required for transmission of signals under this Agreement. (b) At Contractor's option, a fee may be charged for any false alarm caused by Customer or for any unnecessary service run. If either Contractor or Customer is assessed any fine or penalty by any municipality or fire or police protection district as a result of any false alarm, Customer shall pay the full amount of such fine or penalty. (c) The monthly service charges for monitoring include telephone company line charges if required. Contractor may increase its monthly charge at any time to reflect any increase in line charges for the Customer facility covered by this Agreement. Customer shall also pay any telephone company toll charges incurred in the operation of the System. (d) Installation charges set forth herein assume installation will be performed during Contractor's normal working hours and using its own personnel. If Customer requests this installation or any part thereof to be performed outside ordinary business hours, or if the installation must be performed by outside contractors because of Customer's requirements, the installation charge is subject to adjustment. (e) If any government agency requires any changes in the System originally installed, Customer agrees to pay for the cost of any such changes. (f) The prices stated herein for the System and Services to be provided are based upon the number and type of components, type of security, and service specified in the Schedule of Equipment and Service. Should Customer request or require additional equipment protection, security devices or services, the final contract price will be adjusted accordingly.

5. Further Obligations of Customer. (a) Customer, at its own expense, shall supply appropriate uninterruptable AC electric power, outlets for such power, located according to Contractor's requirements, and telephone company interconnection jacks , if required.

(b) Customer shall not tamper with, alter, adjust, add to, disturb, injure, move, remove or otherwise interfere with equipment installed by Contractor, nor shall Customer permit the same to be done by others. If any work is required to be performed by Contractor, by Customer's breach of the foregoing obligations, Customer will pay Contractor for such work in accordance with Contractor's then current prevailing charges for labor and material.

(c) For those Premises where Contractor is to provide central station service, Customer shall furnish Contractor in writing a list of the names, title, residence addresses, phone numbers, and signatures of all persons authorized to enter the Premises of Customer during scheduled closed periods and shall be responsible for updating such list. In cases of supervised service, Customer shall also furnish Contractor with an authorized daily and holiday opening and closing schedule.

(d) Customer shall carefully and properly set the alarm System each night or at such other times as Customer shall close its premises. Customer shall carefully and properly test the alarm System prior to each closed period and shall immediately report to Contractor any claimed inadequacy in or failure of the System. Customer shall perform a daily walk test of any motion detection equipment used on the Premises.

(e) Customer shall permit Contractor access to the premises for any reason arising out of or in connection with Contractor's rights or obligations under this Agreement.

(f) Should any part of the System be damaged by fire, water, lightening, acts of God, or any cause beyond the control of Contractor, any repairs or replacement shall be paid for by Customer, ordinary wear and tear excepted.

(g) Any claim by Customer for improper installation or a defect in the System shall be made to the Contractor within 30 days after installation is completed.

(h) Customer represents and warrants that Customer is the owner of the Premises or, if not, that the owner thereof agrees and consents to the installation of the System on the Premises.

(i) For those Premises where Contractor is to provide central station sprinkler supervisory and waterflow alarm or automatic fire alarm service, Customer warrants and agrees that all alarm valves, gate valves, tanks, pumps, compressors, inspector test connections, or other elements of the sprinkler system as now installed or to be installed, are, or will be, corrected at Customer's expense so as to be acceptable to the insurance and other authorities having jurisdiction when equipped with Contractor's signalling devices. Customer further agrees to furnish any necessary water through Customer's meter and at Customer's expense, to place hoods over any open forges or fires, and to pipe all boiler blow-offs and steam exhaust outside the Premises to be protected.

(j) For those Premises where closed circuit television equipment is provided, Customer will provide adequate illumination under all operational conditions for the proper operation of the closed circuit television camera and will provide any necessary AC power supply where required as well as shelf or desk space for monitors.

(k) Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and / or transmitting equipment at Customer's Premises.

6. Further Obligations of Contractor; Limitations. (a) Contractor shall not be held responsible or liable for delay in installation of the System or interruption of Service, due to strikes, lockouts, riots, floods, fires, lightning, acts of God, or any cause beyond the control of Contractor, including interruptions in telephone service. Contractor will not be required to supply service to Customer while any such cause continues.

(b) For those Premises where monitoring service is provided, Contractor, upon receipt an alarm signal from Customer's Premises, shall make every reasonable effort to transmit the alarm promptly to the police or fire department having jurisdictions (except that, to avoid false alarms, Contractor retains the right, in its sole judgment, to first investigate the cause of such signal by either telephoning Customer or dispatching a representative to Customer's Premises to determine whether an emergency condition exists, warranting transmission of the signal to the police or fire department). Contractor shall also make a reasonable effort to notify Customer's designated representative by telephone of every genuine alarm received, unless instructed to do otherwise by Customer.

(c) In case of possible telephone line trouble detected by Contractor, Contractor shall contact the telephone company and request they determine the location of the trouble, if unknown to Contractor. When the trouble has been traced to a specific Customer, Contractor will make a reasonable effort to notify Customer or his designated representative. If any service or repair to Customer's equipment becomes necessary, Contractor shall, at Customer's request, dispatch a representative to Customer's premises for the purpose of making the necessary service or repair, which service or repair will be paid for by Customer at Contractor's standard rates unless covered by maintenance services provided by Contractor hereunder. It is understood that the telephone company is not the agent of Contractor, and Contractor shall not be liable for the telephone company's negligent performance or delay in performance.

(d) For those Premises where card access security is provided, Contractor assumes no responsibility or liability for lost or stolen access cards.

(e) For those Premises with a direct connection to the municipal police, fire department, or any other agency shown, it is mutually understood and agreed that signals transmitted hereunder will be monitored in municipal police and / or fire departments or other locations, and that the personnel of such municipal police and / or fire departments or other locations are not Contractor's agent, nor does Contractor assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.

(f) For those Premises where maintenance services are provided, Contractor will bear the expense of all ordinary maintenance and repair of the System due to normal wear and tear to the System. The expense of all extraordinary maintenance and repair due to alterations in Customer Premises, alterations of the System made at the request of Customer made necessary by changes in Customer's Premises, damage to the Premises or to the alarm system, or to any cause beyond the control of Contractor, shall be borne by Customer. Customer agrees to furnish any necessary electric current through Customer's meter and at Customer's own expense with an outlet within 10 feet of the System control panel. It is, mutually agreed that the work of installation and Contractor's periodic inspections, repairs and tests of the System shall be performed between the hours of 7:00 a.m. and 4:00 p.m., exclusive of Saturdays, Sundays, and holidays. **EXCLUSIONS:** Maintenance on the following devices will be provided only on a time and material basis: (1) window foil, (2) security screens, (3) any exterior mounted devices and (4) PROM (Programmable Read Only Memory). Maintenance service will not apply to any condition to which the equipment warranty specified in paragraph 2 does not apply. Contractor's obligation relates to the maintenance solely of the specific protection system owned by the Customer and described in this Agreement. Contractor is in no way obligated to maintain, repair, service, replace, operate, or assure the operation of any device or devices of Customer of others not installed by Contractor. If Maintenance Agreement is not contracted for before the expiration of the limited warranty provided in paragraph 2, Contractor will provide maintenance service only after inspecting the System and making any necessary repairs or replacement to the System at a charge to the Customer for labor and / or material at Contractor's then prevailing rates.

7. Title to Equipment and Use of Leased Systems. Any equipment installed on Customer's premises that is leased from Contractor shall at all times remain solely the property of Contractor, and Customer agrees not to permit the attachment thereto of any equipment not furnished by Contractor. It is further understood and agreed that Contractor may remove or abandon said System, in whole or in part, upon termination of the lease by lapse of time, default of any monies due hereunder, or otherwise without any obligation to repair or redecorate any portion of the protected premises. Such removal or abandonment shall not be held to constitute a waiver of the right of Contractor to collect any unpaid charges that have accrued hereunder.

8. Termination. (a) Contractor may terminate this Agreement immediately upon written notice in the following circumstances: (i) if Customer defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, in which case the balance of the monies due for the unexpired term of this Agreement shall become immediately due and payable; (ii) if Contractor's central station, the telephone line, wires, or Contractor's equipment at Customer's premises are destroyed or so substantially damaged that is commercially impractical to continue service to Customer's premises; (iii) if Customer fails to follow recommendations made by Contractor for repair or replacement of defective parts of the System not covered under the limited warranty or maintenance service provided for therein, or if Customer's failure to follow operating instructions properly results in an undue number of false alarms, or if the premises in which the System is installed are so modified or altered after installation of the system as to render continuation of service impractical; and (iv) as provided in paragraph 9 relating to assignment.

(b) Customer may terminate this Agreement, in the following circumstances; (1) immediately upon written notice, if Customer's Premises are, by any cause beyond the control of Customer, destroyed or so substantially damaged that it is commercially impractical for Customer to continue any operations at such Premises; (ii) as provided on the front page relating to expiration; or (iii) as provided on the front page relating to price increases.

(c) Should Customer default in the payment of his account, Customer shall be responsible for the payment of all fees, including reasonable attorney fees incurred by Contractor in the collection of Customer's account. If there is no agreement or provision of law for a different rate, the interest on money shall be at the rate of eight percent per annum, compounded annually.

(d) Upon termination of this Agreement, Customer shall permit Contractor access to Customer's premises in order to deactivate any telephone line signalling device.

9. Assignment. This Agreement is not assignable by Customer except upon prior written consent of Contractor, however this Agreement is assignable by Contractor without prior written consent of Customer.

10. Maintenance Plan. Full Maintenance Plan covers normal wear and tear of existing parts/equipment, including factory defective parts/equipment, with an exact or better replacement and the labor costs associated with installation. Parts Only Maintenance Plan covers normal wear and tear of existing parts/equipment, including factory defective parts/equipment, **but does not cover labor charges** which will be incurred at the standard applicable rate. Labor Only Maintenance Plan does not cover **any** parts/equipment, including factory defective parts/equipment, but does cover labor costs associated with repair and/or installation of parts which will be charged at the standard applicable cost.

11. Remote Support. Contractor will provide remote support for equipment installed at Customer's premise using one of the following: (i) An equipment vendor's website which has secure remote access communication paths built in between the hardware and vendor support site. (ii) Remote access software installed, supported, and maintained by Customer on their computer network. Remote access credentials and support software will be supplied by the Customer at time of service request. This software will then be loaded by employees of the Contractor on company issued hardware that is following standard cybersecurity policies. The Customer accepts all legal cybersecurity risks and costs in relation to the remote access software. (iii) Software communicating over traditional phone lines to fire/security alarm panels.

YOU EXPRESSLY AUTHORIZE FIRE PROTECTION SERVICE CORPORATION AND ITS AFFILIATES TO CALL OR TEXT YOU AT THE TELEPHONE NUMBER(S) (INCLUDING CELL PHONE NUMBERS) PROVIDED REGARDING THIS ACCOUNT AND ADDITIONAL OFFERS, PRODUCTS OR SERVICES OR OTHER INFORMATION USING AN AUTOMATED DIALER OR A PRERECORDED OR ARTIFICIAL VOICE. YOU UNDERSTAND THAT YOU ARE NOT REQUIRED TO GIVE THIS AUTHORIZATION AS A CONDITION OF SUBSCRIBING TO THE SERVICES. MESSAGE AND DATA RATES MAY APPLY. CUSTOMER'S INITIALS _____


Customer hereby acknowledges that he or she has read and understands this entire Agreement.

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELTION FORM FOR AN EXPLANATION OF THIS RIGHT. (RESIDENTIAL CUSTOMERS ONLY)

FIRE PROTECTION SERVICE CORPORATION

Written by Debroah Abel

Approved and accepted by Fire Protection Service Corporation _____

By  _____

Title _____ Date _____

CUSTOMER

By (Print Name) Mayor Matt Hall

Signature _____

Title _____ Date _____

NOT BINDING ON CONTRACTOR WITHOUT APPROVAL BY A DULY-AUTHORIZED REPRESENTATIVE OF FIRE PROTECTION SERVICE CORPORATION.

Notes (Internal Office Use Only):



Wyoming
Association of
Municipalities
Building Strong Communities

LEASE APPLICATION COVER SHEET

WAM-WCCA ENERGY LEASE PROGRAM

NOTE: This cover sheet should be the first page of each application for a WAM-WCCA Energy lease. A separate cover sheet and supporting documents showing the energy savings should be submitted for each project.

Please Print or Type

Title of Project: Chamber of Commerce Visitor Center

Name of City/Town/County: City of Cody County of Park

Name of Contact Person: Nickki Traylor

Address: 1338 Rumsey Ave Cody, WY 82414

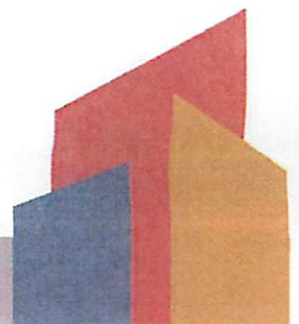
Phone: (307) 527-3469

Amount of Lease Requested: \$ 100,000.00

On behalf of the City/Town/County of City of Cody, I hereby agree that all the information submitted is correct to the best of my knowledge, and that this application is being submitted with the consent of the governing body.

Mayor/Chairman of Board of County Commissioners

Date



City of Cody
Chamber of Commerce Visitor Center

WAM-WCCA Energy Lease Program Application

The City of Cody is seeking a WAM-WCCA Energy Lease in the amount of \$100,000 to make energy improvements at the Chamber of Commerce Visitor Center. The Chamber of Commerce Visitor Center is the community's 'front porch', and represents the interest of its members and the entire business community, it extends exceptional western hospitality and promotes unparalleled visitor experience. With these funds we can provide a more safe, healthy and welcoming environment not only for the Cody community but for its visitors.

Mission

"The Mission of the City of Cody is to enhance the quality of life for the community and its visitors by providing reliable, friendly, cost-effective services that respond to changing needs."

Project Description

This project demonstrates a strong alignment with our noble mission and core values. It encompasses a wide range of improvements and modifications that aim to significantly enhance the overall functionality of the building while providing a safe and healthy work environment. These enhancements include the installation of mini split air conditioning systems, the implementation of a brand-new boiler for hot water heat, and the optimization of the building's insulation for maximum energy levels. This project constitutes a pivotal element of Cody's comprehensive strategy to preserve energy consumption and reduce the associated costs. The City of Cody remains fully committed to investing in sustainable energy improvements and looks forward with great anticipation to the favorable approval of this forward-thinking request.

RESOLUTION 2023-20

A Resolution Providing for the Appointment Mayor Matt Hall as a Member to the Wyoming Municipal Power Agency Board from the City of Cody, WY.

WHEREAS the City of Cody is a “Member: of the Wyoming Municipal Power Agency, and

WHEREAS, the it is the responsibility of each “member entity” to provide a representative to serve on the Board of Directors of the Wyoming Municipal Power Agency,

NOW THEREFORE BE IT RESOLVED that the Governing Body of the City of Cody is appointing Mayor Matt Hall as the representative for the City of Cody to serve on the Board of Directors of the Municipal Power Agency for a three-year term ending February 2027.

Passed, Approved and Adopted this 19th day of December 2023.

Mayor Matt Hall

Clerk, Cynthia Baker – Attest

RESOLUTION NO. 2023-22

**A RESOLUTION TO SUPPORT THE ESTABLISHMENT OF A FILM OFFICE WITHIN
THE PARK COUNTY TRAVEL COUNCIL ORGANIZATION, OTHERWISE KNOWN AS
CODY YELLOWSTONE, TO FACILITATE THE PRODUCTION OF MOVIES,
DOCUMENTARIES, TELEVISION PROGRAMS, COMMERCIALS, AND OTHER VISUAL
MEDIA WITHIN PARK COUNTY.**

WHEREAS, professional video companies are often in search of authentic settings for films and visual media of various kinds; and

WHEREAS, the production of professional films within Park County has the potential to provide an economic benefit in the form of monies spent by the production company on local goods and services; and

WHEREAS, the production of professional films within Park County has the potential to provide a publicity benefit in the form of showcasing Park County to the nation and the world; and

WHEREAS, it is the desire of the governing body of the City of Cody to encourage these companies to film within the City of Cody and Park County; and

WHEREAS, the stated purpose of the proposed Film Office is to facilitate local professional film making through a mix of recruitment and logistical support.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CODY, WYOMING: That the City of Cody hereby offers its support for the creation of a Film Office and expresses its desire to cooperate with this Office on future filming endeavors for the benefit of the people of Cody and Park County.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2024

APPROVED AS TO FORM:

ATTEST:

CITY OF CODY, WYOMING
A Municipal Corporation

Cindy Baker
City Clerk

Matt Hall
Mayor

MEETING DATE: DECEMBER 19, 2023

DEPARTMENT: PUBLIC WORKS - STREETS

PREPARED BY: PHILLIP M. BOWMAN, P.E.

PRESENTED BY: PHILLIP M. BOWMAN, P.E.

AGENDA ITEM SUMMARY REPORT

P. Bowman

Transportation Alternatives Program (TAP) Subrecipient Agreement between the Wyoming Department of Transportation and the City of Cody

ACTION TO BE TAKEN

Consider approval of the Fiscal Year 2024 Transportation Alternatives Program (TAP) Subrecipient Agreement between the Wyoming Department of Transportation and the City of Cody, and authorize the Mayor to sign all associated documents.

SUMMARY OF INFORMATION

Through development of the City of Cody FY 2024 Budget, City Staff proposed to the City Council that a grant application be submitted to seek federal funding through the Transportation Alternatives Program (TAP) for the 2024 Pedestrian and ADA Improvements Project. The proposed project will include pedestrian crossing improvements with a Pedestrian Hybrid Beacon (PHB) at the intersection of Big Horn Avenue and Freedom Street (Project Area A), a multi-use pathway along the west side of Robert Street from Big Horn Avenue to E Street (Project Area B), and pedestrian and ADA ramp improvements around the Cody High School and the Beck Avenue / 10th Street intersection (Project Area C). Resolution 2023-13 was approved by the City Council on July 5, 2023, and the grant application was submitted for \$1,000,000 of grant funding, with the required local match from the City in the amount of \$105,100 (approximately 9.51%), bringing the total funding available for the project to \$1,105,100.

City Staff was notified that the grant application was approved for the full amount of funding requested on October 23, 2023, and received the Subrecipient Agreement from WYDOT on December 4, 2023. Upon approval of the Subrecipient Agreement by the City Council, City Staff will work with WYDOT to complete the preliminary and final design of the project using a consultant engineer. It is anticipated that the project will be constructed in two (2) phases, with Phase 1 of the project including Project Area A being constructed in calendar year 2024, and Phase 2 of the project including Project Areas B and C being constructed in calendar year 2025.

City Council approval of the Subrecipient Agreement will be subject to final review and approval of the documents by the City Attorney prior to signature by the Mayor.

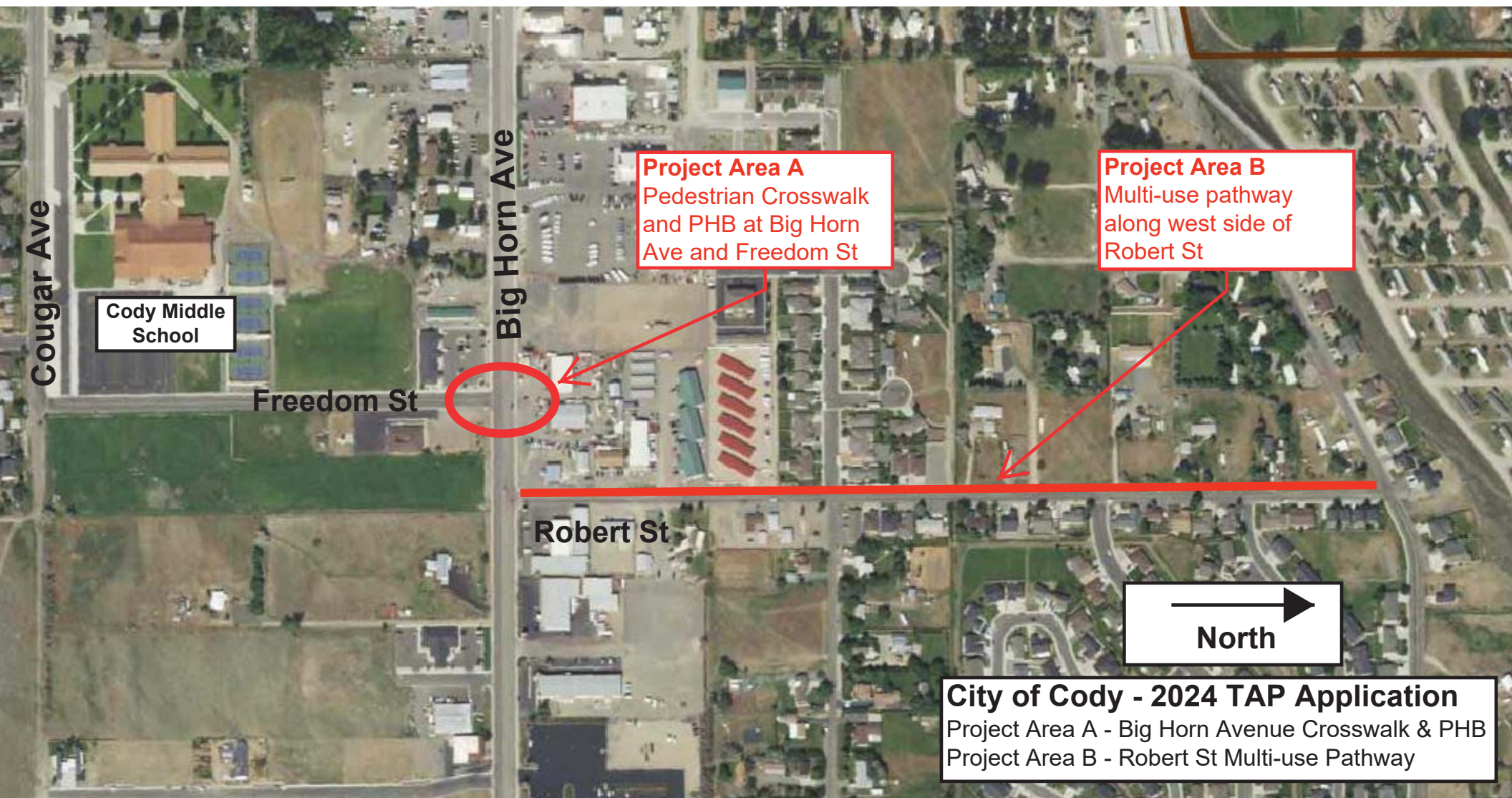
FISCAL IMPACT

The City will provide a required local match amount of \$105,100 per the agreement. This required local match amount will be provided from the City's General Capital Projects Fund. The appropriation for the local match amount from the General Capital Projects Fund and the grant revenue to be received from WYDOT will be presented as a mid-year Budget Amendment for City Council approval at a later date.

AGENDA ITEM NO. _____

ATTACHMENTS

1. Project Areas (from Grant Application Package)
2. Award Letter from WYDOT dated October 23, 2023
3. Subrecipient Agreement Letter from WYDOT dated December 4, 2023
4. Fiscal Year 2024 Transportation Alternatives Program (TAP) Subrecipient Agreement between the Wyoming Department of Transportation and the City of Cody

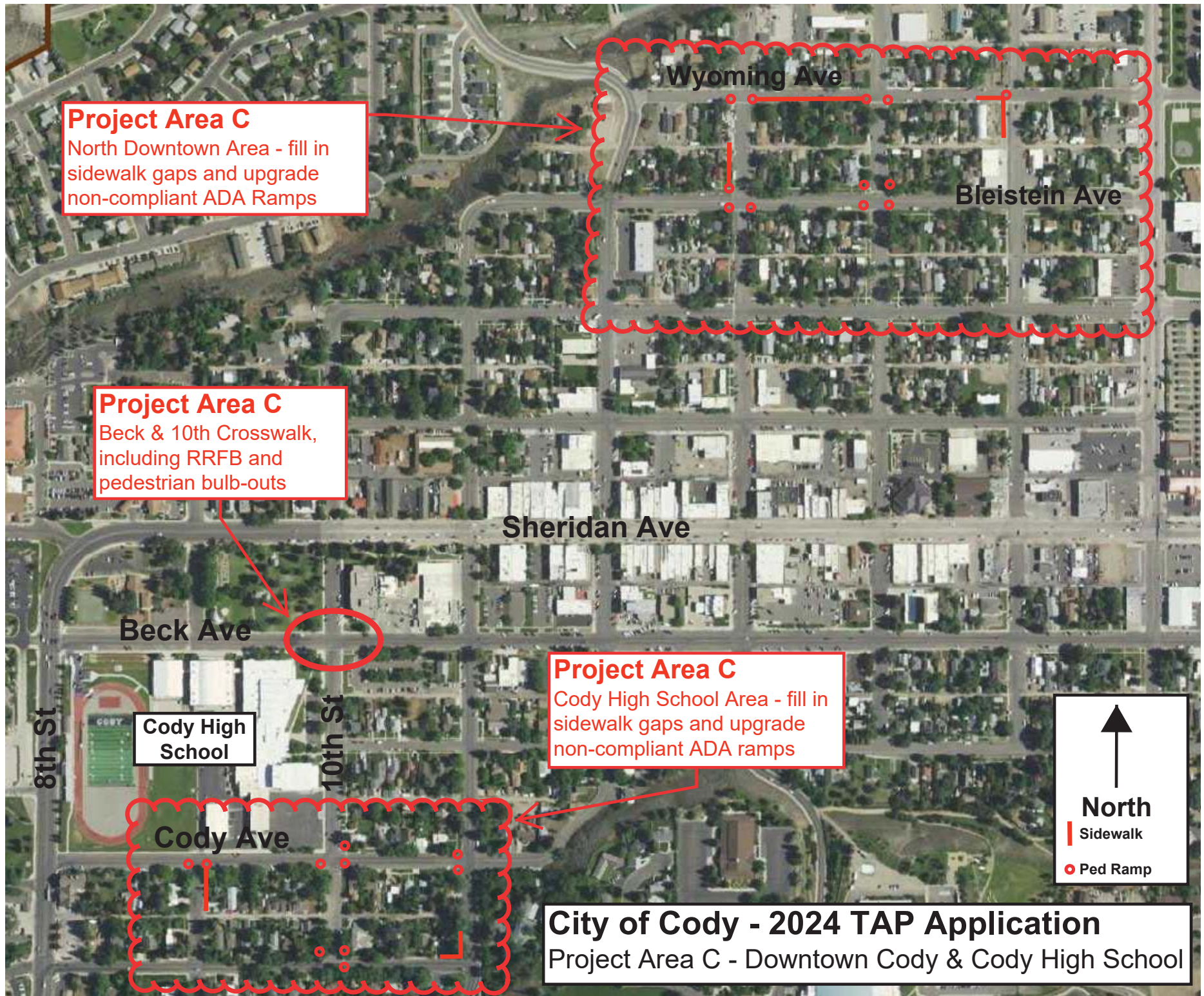


Project Area A
Pedestrian Crosswalk
and PHB at Big Horn
Ave and Freedom St

Project Area B
Multi-use pathway
along west side of
Robert St



City of Cody - 2024 TAP Application
Project Area A - Big Horn Avenue Crosswalk & PHB
Project Area B - Robert St Multi-use Pathway





WYOMING Department of Transportation

"Provide a safe and effective transportation system"

5300 Bishop Boulevard, Cheyenne, Wyoming 82009-3340



October 23, 2023

City of Cody
Attention: Phillip Bowman
1338 Rumsey Avenue, PO Box 2200
Cody, WY 82414

Re: **Award Letter** - FY24 Transportation Alternatives Program Project (TAP) CD24507

Dear Phillip,

Congratulations! The Wyoming Transportation Commission has approved your Fiscal Year 2024 Pedestrian and ADA Improvements project. Please review the table below for the breakdown of funding:

TAP Funding	Local Cash Match	Project Total
\$1,000,000.00	\$105,100.00	\$1,105,100.00

Prior to issuance of a cooperative agreement on this project, the City of Cody agrees upon the following funding requirements:

- ☐ Award of the project is contingent upon available federal funding.
- ☐ Simplified Consultant Selection or Request for Proposal (RFP) completed by **June 1, 2024**.
- ☐ Project-specific Google training.
- ☐ Provide the Project Delivery Systems Questionnaire (WYDOT's Internal Review will contact you regarding this document.)
- ☐ Monitoring per risk level. (Evaluation of Risk letter will be issued at a later date.)

If the above-noted items are not completed prior to June 1, 2024, the City of Cody's project will be in danger of cancellation.

Authorization to proceed with the project will be granted in future correspondence. Once the cooperative agreement is signed, the Local Government Office will be contacting you to arrange a date and time to discuss project funding requirements. If you have any questions, please contact me at 307-777-4179 or samuel.brackett@wyo.gov.

Sincerely,

Samuel Brackett
Local Government Specialist

Cc: Pete Hallsten, P.E. – WYDOT District Engineer
WYDOT Internal Review

This letter is NOT a Notice to Proceed and any costs incurred prior to receipt of the Notice to Proceed will not be considered for reimbursement.



Mark Gordon
Governor

WYOMING Department of Transportation

"Provide a safe and effective transportation system"

5300 Bishop Boulevard, Cheyenne, Wyoming 82009-3340



Darin J. Westby, P.E.
Director

December 4, 2023

City of Cody
Attention: Phillip Bowman
1338 Rumsey Avenue, PO Box 2200
Cody, WY 82414

RE: Agreement - FY24 TAP Project CD24507

Dear Phillip,

Enclosed you will find two copies of the Fiscal Year 2024 2024 Pedestrian and ADA Improvements Agreement for the TAP project. Please have the Mayor, along with an attest, sign both copies and mail back to our office for processing. **The agreements must be originals and can not be emailed.** Once the agreement is fully executed, we will mail you an original for your records.

This letter is NOT your Notice to Proceed and any costs incurred prior to receipt of the Notice to Proceed will not be considered for reimbursement.

Thank you in advance for your assistance, I look forward to working with you throughout the entirety of the project. If you should have any questions throughout this process, please feel free to contact me at 307-777-4179 or samuel.brackett@wyo.gov.

Sincerely,

Samuel Brackett
Local Government Specialist

Enclosures

**FISCAL YEAR (FY) 2024
TRANSPORTATION ALTERNATIVES PROGRAM
SUBRECIPIENT AGREEMENT
BETWEEN THE
WYOMING DEPARTMENT OF TRANSPORTATION, LOCAL GOVERNMENT
COORDINATION OFFICE
AND THE
CITY OF CODY**

Federal Award Information - Required by 2 CFR § 200.332

Subrecipient Name: City of Cody	Subrecipient SAM UEI: JQFJZD58AN57
Federal Award Identification Number (FAIN): To be provided via agreement update letter	Federal Award Date: To be provided via agreement update letter
Period of Performance Start and End Date: Term Start Date through December 31, 2026	Budget Period Start and End Date: Term Start Date through September 30, 2026
Federal Award this Agreement: \$1,000,000.00	Total Federal Award to Subrecipient: \$1,000,000.00
Total Federal Award: \$1,105,100.00	
Awarding Federal Agency: Federal Highway Administration	Federal Highway Administration: Wyoming Division Office Telephone: (307) 772-2101 Email: HDAWY@dot.gov
Pass-through Agency: Wyoming Department of Transportation (WYDOT)	WYDOT Program Mgr.: Samuel Brackett Telephone: 307-777-4179 Email: samuel.brackett@wyo.gov
Subrecipient Contact: Phillip Bowman Phone: 307-527-3481 Email: pbowman@codywy.gov	WYDOT Contact for Confirmation of Funds: Telephone: (307) 777-4434 Email: dotrevenue@wyo.gov
Assistance Listing No.: 20.205	Assistance Listing Title: Highway Planning and Construction
Research and Development: No	Indirect Cost Rate (ICAP): N/A
Project Name: 2024 Pedestrian and Americans with Disabilities Act (ADA) Improvements	Recipient County: Park
Agreement No.: CD 0.00 CD24507	Project No.: CD24507

- Parties.** The parties to this Agreement are the Wyoming Department of Transportation, Local Government Coordination Office (WYDOT), whose address is: 5300 Bishop Boulevard, Cheyenne, Wyoming 82009, and the City of Cody (Subrecipient), whose address is: 1338 Rumsey Avenue, PO Box 2200, Cody, Wyoming 82414.



2. **Purpose.** This is a subaward of federal financial assistance from WYDOT to the Subrecipient. The purpose of this Agreement is to set forth the respective relationships and responsibilities of the Subrecipient and WYDOT in the administration of the Wyoming Transportation Alternatives Program.
3. **Term of the Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of this Agreement is from January 1, 2024, or the Effective Date, whichever is later (Term Start Date), through December 31, 2026. The Subrecipient's Budget Period is from the Term Start Date through September 30, 2026.
4. **Considerations.** In consideration of the mutual covenants herein set forth, WYDOT and the Subrecipient agree as to the following conditions:
 - A. **Project Scope.** The Subrecipient shall undertake and complete the Project as described and set forth below and in accordance with Attachment A, Project Description, which is attached to and incorporated into this Agreement by this reference, and with the terms and conditions of this Agreement.
 - (i) **Project Description.** The Subrecipient shall construct three thousand (3,000) feet of five (5) to eight (8) foot wide asphalt sidewalks and ADA compliant ramps at the locations shown on Attachment B, Map, which is attached to and incorporated into this Agreement by this reference.
 - (ii) **Responsibilities of Subrecipient.** Subrecipient shall:
 - (a) Complete all administrative requirements, including having at least one (1) Local Project Administration (LPA) Certified staff member;
 - (b) Select consultants based on qualifications, utilizing WYDOT's help if needed;
 - (c) Submit Plans, Specifications and Estimates (PS&E) along with bid documents to WYDOT's Local Government Coordination (LGC) Office for review and concurrence prior to project advertisement;
 - (d) Submit bid tabulations to WYDOT's LGC Office for review and concurrence prior to awarding project;
 - (e) Monitor project progress and submit reimbursement requests to WYDOT's LGC Office at least once per quarter;
 - (f) After final bill is paid, submit it for reimbursement to WYDOT's LGC Office with Final Acceptance Certificate; and
 - (g) Undertake and complete the project as described and set forth in Attachment A.
 - (iii) **Responsibilities of WYDOT.** WYDOT will:
 - (a) Pay Subrecipient as set forth in the budget on page 1 of this Agreement;
 - (b) Assist Subrecipient with the consultant selection process;



- (c) Review Subrecipient's PS&E and bid documents for compliance prior to advertisement;
- (d) Review bid tabulations prior to Subrecipient awarding the project;
- (e) Provide ongoing support through construction, including possible site inspections and reimbursement processing; and
- (f) Ensure project completion and acceptance and process final reimbursement.

B. Period of Performance. The Period of Performance shall be from the Term Start Date through December 31, 2026, and shall allow ninety (90) days for project closeout beyond completion of physical work on the project. The Subrecipient shall commence and complete the project in a professional, economical and efficient manner. Project work shall commence upon receipt of a Notice to Proceed. Costs incurred prior to the Notice to Proceed and after the Budget Period will not be eligible for reimbursement. The Notice to Proceed shall be issued by WYDOT once the Agreement has been executed by both parties, an Authorization for Expenditure (AFE) is issued by WYDOT, all environmental work has been completed, and any additional requirements of the Federal Highway Administration (FHWA) have been completed. In the event of unusual or unexpected project delay, the Subrecipient may submit a request to WYDOT for an extension of time to complete the project. The request shall be in writing to WYDOT's LGC Office. Failure of the Subrecipient to perform its duties within the time frame herein agreed to may constitute a termination of Agreement, at WYDOT's discretion. If the project is terminated, the Subrecipient shall return to WYDOT any and all federal funds that have been paid to the project Subrecipient.

C. Design Review and Approval and Consultant Selection. All project designs to include engineering, architectural and landscape architectural plans, specifications, and required federal provisions (Contract Documents) shall be prepared under the supervision of a qualified professional engineer or architect licensed to perform such work in the State of Wyoming. An appropriate level of environmental, historical and/or the Transportation Act Sec. 4(f) review and mitigation statement shall be submitted to WYDOT's LGC Office. A Categorical Exclusion issued by the Federal Highway Administration, if applicable, is required prior to the Subrecipient's construction contract award. Projects completed within existing right-of-way may be eligible for inclusion in the Programmatic Categorical Exclusion issued by WYDOT Environmental Services. WYDOT's LGC Office must authorize and receive a copy of such plans and project Contract Documents prior to the Subrecipient proceeding with construction bidding, contracting or other construction authorization under this Agreement. Contract procedures shall be compliant with 23 Code of Federal Regulations (CFR) 635 Subpart A. The consultant selection process shall comply with the Brooks Act, 40 United States Code (U.S.C.) 1101 *et seq.* with guidance included in WYDOT Operating Policy 40-1.

D. Federal and State Required Contract Provisions. The Subrecipient shall determine which of the following provisions are applicable and shall ensure compliance with all applicable provisions:

Transportation Alternatives Program Agreement between Wyoming Department of Transportation, Local Government
Coordination Office and the City of Cody

Federal Project CD24507, 2024 Pedestrian and ADA Improvements Project in Park County



- (i) Environmental Documentation: Contract Documents shall include the appropriate level of environmental review and analysis in accordance with 23 CFR 771, to include mitigation assessment where required.
- (ii) National Historic Preservation Act (106 process): for projects involving historic or archaeological sites, the Contract Documents shall include the appropriate review and mitigation assessment.
- (iii) Design Exceptions: Contract Documents must note any design exceptions; no exceptions are available for compliance with the American with Disabilities Act (ADA).
- (iv) Buy America Provisions: requires the use of American steel, iron products, manufactured products, and construction materials associated with this Project, when specified in accordance with the Infrastructure Investment and Jobs Act (IIJA), Pub. L. No. 117-58, §11513 and § 70911, *et seq.*
- (v) Disadvantage Business Enterprises (DBE): DBE efforts shall be included in the project file, using the Form "E-91LPA" to document the bid solicitation, and to assure that the action taken is in compliance with this request. Written proof of compliance to this request must be available when requested.
- (vi) Required Federal Contract Provisions: provisions in Attachment C, Form FHWA-1273, which is attached to and incorporated into this Agreement by this reference, shall apply to all work performed under this Agreement, including work performed by subcontract. All Contract Documents shall include Form FHWA-1273 provisions. The Form FHWA-1273 provisions are required to be physically incorporated into each subcontract and subsequent lower tier subcontracts and shall not be incorporated by reference. The prime contractor is responsible for compliance with the Form FHWA-1273 requirements by all subcontractors and lower tier subcontractors. Failure to comply with the required contract provisions may be considered as grounds for contract termination. Furthermore, failure to incorporate the Form FHWA-1273 into all subcontracts or failure to comply with the requirements of Section IV, Payment of Predetermined Minimum Wage and Section V, Statements and Payrolls, may be considered as grounds for debarment under 29 CFR 5.12.
- (vii) Contractor and subcontractor Certification for Suspension and Debarment.
- (viii) Manual on Uniform Traffic Control Devices (MUTCD): signing and pavement striping of public roads must meet MUTCD criteria. Projects which intersect with public roadways must be appropriately signed during the construction stage. Permanent safety signing should be identified on a separate plan sheet in the Contract Documents.
- (ix) Labor Rates: Contract Documents must include provisions for the compliance with Davis-Bacon as outlined in the Form FHWA-1273.
- (x) Equipment/Materials/Labor Cost Determination: Unless supported by appropriate cost effectiveness determination, the use of public owned equipment, material or labor will not be allowed. To be eligible, such costs must comply with effective hourly schedules and supported by a Public Interest Finding.



- (xi) **Domestic Preferences for Procurement:** Requires a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) in accordance to 2 CFR 200.322.
- (xii) **Prohibition of Certain Telecommunications and Video Surveillance Services or Equipment:** Prohibits procuring, obtaining, extending, renewing or entering into contracts for equipment or services from manufacturers listed in 2 CFR 200.216.
- (xiii) **Never Contract with the Enemy:** Federal awarding agencies and recipients are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants, and cooperative agreements that are expected to exceed fifty thousand dollars (\$50,000.00) within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities in accordance to 2 CFR 200.215.
- (xiv) **Wyoming Preference for Labor:** The Subrecipient shall comply with the Wyoming Preference Act of 1971 (Wyo. Stat. § 16-6-201, *et seq.*)

E. Prohibited Interest. No member, officer or employee of the Subrecipient during his tenure or one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

F. Project Abandonment. Should the Subrecipient abandon the project prior to completion, or if the project is not let to construction within two (2) years of the completion of the design due to the delay or actions by the Subrecipient, the Subrecipient shall reimburse WYDOT for the entire cost, including any federal aid portion of the work completed at the time of abandonment.

G. Project Administration. Project administration must be performed by a public employee to be in responsible charge. The Subrecipient shall appoint a public employee as the project administrator who is accountable for the project. The project administrator shall have a current certification from WYDOT under the WYDOT LPA Certification Program. Any costs incurred as a result of the work completed by the project administrator, or supplies and other related costs, shall be included as overhead to the Subrecipient and are not reimbursable under this award, unless the Subrecipient has a WYDOT approved Indirect Cost rate.

Project administration costs incurred on activities related directly to any professional services to include Architectural/Engineering (A/E) contracts entered into for this individual award are eligible for reimbursement under this program on an ninety and forty-nine hundredths/nine and fifty-one hundredths percent (90.49/9.51%) matching ratio and must remain within the total project cost. Reimbursements for the federal portion of the project— ninety and forty-nine hundredths percent (90.49%)— shall be submitted on a WYDOT LPA Cost Reimbursement Form, signed by the authorized Subrecipient representatives and approved by WYDOT's LGC Office.



- H. Project Contracting and Construction.** Project work shall be performed by individuals, partnerships, corporations or other business entities who are duly qualified to do business in the State of Wyoming and who have secured all licenses and permits required by applicable state laws, county regulations, and city ordinances. Upon notification of WYDOT approval of the project design documents, issuance of a Categorical Exclusion (if applicable), and a written Notice to Proceed, the Subrecipient may proceed with open, public competitive bidding for project construction. Such project bidding shall follow accepted municipal and county bidding procedures, including public advertising and be compliant with 23 CFR 635 Subpart A. Since federal funds are involved in the project, no in-State preference will apply for materials, contracts or subcontracts. Bid analysis shall be performed to ensure balanced unit bidding. Once this analysis is completed, the Subrecipient shall make a recommendation to WYDOT of low responsible and responsive bidder for WYDOT concurrence prior to contract award. WYDOT reserves the right to review all contract bids prior to contract award. Extra work and claims must be within the scope of contract.
- I. Project and Final Inspections.** Project inspections shall be conducted by the Subrecipient or authorized representatives. WYDOT representatives may inspect the project at their discretion. The Subrecipient shall notify WYDOT of final inspection and a WYDOT representative may accompany the Subrecipient's representative on the final inspection. Prior to the final payment (normally the final ten (10) percent), the Subrecipient shall notify WYDOT that the project has been completed in substantial conformance with the plans and specifications, including compliance with Wyo. Stat. § 16-6-116. Additionally, the Subrecipient shall complete the WYDOT Final Acceptance Certificate, which shall accompany the final reimbursement payment request.
- J. Project Funding.** Federal funding for this project shall not exceed one million dollars (\$1,000,000.00). In accordance with WYDOT's policies, a program match requirement of ninety and forty-nine hundredths percent (90.49%) of federal share and nine and fifty-one hundredths percent (9.51%) local share of the project costs shall apply. Project total cost exceeding project estimate of one million one hundred five thousand one hundred dollars (\$1,105,100.00) (including local match) shall be borne by the Subrecipient.

Transportation Alternatives Program is funded on a reimbursement basis. No funds shall be paid by WYDOT prior to being paid first by the Subrecipient. All requests for payment must be submitted to WYDOT's LGC Office on the LPA Cost Reimbursement Form that will be supplied to the Subrecipient. Reimbursement requests must also include all applicable supporting documentation including: copies of invoices to be reimbursed and proof of payment by the Subrecipient. The Cost Principles found in 2 CFR 200 – Subpart E apply to this award. WYDOT will make payment to the Subrecipient within forty-five (45) days of receipt of a complete and approved reimbursement request.



Reimbursement requests will be accepted on a monthly basis and must be submitted no less frequently than once every three (3) months in order for the project to remain active and to avoid the risk of federal funds being rescinded. If no financial activity occurs in a given quarter, the Subrecipient shall notify WYDOT's LGC Office in writing of the status and schedule of the project.

This Agreement is required to comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. As the prime recipient of these funds, WYDOT will report the required information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS). The FFATA requires any person or entity receiving contract or grant funds directly from the federal government to report certain information regarding those funds through a centralized website, www.fsr.gov. The law requires the Subrecipient to provide its Unique Entity Identifier (UEI) number to WYDOT. This requirement means the Subrecipient must register with www.sam.gov to be assigned a UEI number. Instructions for this process can be found at www.sam.gov. Additional information regarding this Act may be found at the following sites:

<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>
and
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

The Subrecipient may elect to use land, either wholly owned or donated, as part match for the project. The land must become part of the project, and will fulfill part/all of the match requirements of the Subrecipient. If the land is to be donated, that action must take place after execution of this Agreement, must be from a private donor and must be for exclusive use of the Project noted above in Section 4(A) of this Agreement. If the Subrecipient accepts the donation of land, the land value used to offset the match may not exceed the nine and fifty-one hundredths percent (9.51%) match requirement, regardless of the appraised value of the land. The donation of land must be supported by a formal land appraisal completed by a professional land appraiser certified by the Wyoming State Appraiser Board. A copy of the executed deed with the land description must be included with the appraisal.

- K. Project Maintenance.** Project maintenance and perpetual care shall be the responsibility of the Subrecipient. The Subrecipient shall be responsible for the cost of removal and replacement of any or all encroachments within WYDOT's right-of-way if the right-of-way is needed for highway purposes, including any highway reconstruction or maintenance activity that impacts the encroachment.
- L. Public Interest Finding.** If the Subrecipient elects to use force account work (materials and/or labor) as its local match or a portion of its local match, such a determination requires the Subrecipient to make a finding in the public interest. An inquiry into the public interest finding cannot exceed fifty thousand dollars (\$50,000.00). Requests for Force Account Work shall be evaluated in accordance with 23 CFR 635 Subpart B. Prior to the use of Force Account Work, the Subrecipient must complete a Public Interest Finding on WYDOT Form LGC-PIF



(included in Subrecipient's Project Packet). WYDOT Form LGC-PIF must be submitted by the Subrecipient for approval by WYDOT's LGC Office.

M. Records Retention. The Subrecipient shall keep records and audit reports on file for three (3) years after the project is complete.

N. Restrictions, Prohibitions, Controls and Labor Provisions

- (i) **Equal Employment Opportunity.** In connection with the carrying out of the Project, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, national origin or disability. The Subrecipient shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, age, national origin or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- (ii) **Disadvantaged Business Enterprise Requirements.**
 - (a) **Policy.** It is the policy of WYDOT that Disadvantaged Business Enterprises (DBE), defined as minority business enterprises and woman business enterprises, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement.
 - (b) **DBE Obligation.** The Subrecipient or its contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, the Subrecipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. The Subrecipient and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of WYDOT assisted Contracts.
- (iii) **Title VI Civil Rights Act of 1964.** The Subrecipient shall comply and shall assure the compliance by contractors and subcontractors under this Project with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 U.S.C. 2000d), the Regulations of the Department of Transportation (DOT) issued there under, 49 CFR Part 21, and the Assurance by the Subrecipient pursuant thereto.
- (iv) **Compliance with Elderly and Disabled Regulations.** The Subrecipient shall comply with applicable regulations regarding transportation for Elderly and Disabled persons, set forth in 49 CFR Part 27 and the Americans with Disabilities Act of 1990.



- O. Right-of-Way and Utilities.** Prior to proceeding with Project bidding, the Subrecipient must submit to WYDOT's LGC Office a completed Right-of-Way and Utility Certificate, if applicable, indicating clearance of right-of-way and utilities for the Project. Right-of-Way and Utility Clearance is the Subrecipient's responsibility. All acquisition of private property and relocation of displaced individuals and businesses shall be in accordance with: Wyo. Stat. § 1-26-501, *et seq.*—the Wyoming Eminent Domain Act; the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646; and the regulations of 49 CFR Part 24.

5. 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. WYDOT shall notify the Subrecipient of any state or federal determination of noncompliance.
- B. Conflict of Interest.** Per 2 CFR 200.112, the Subrecipient must disclose in writing any potential conflict of interest to WYDOT including financial or other personal interests.
- C. Environmental Policy Acts.** The Subrecipient agrees all activities under this Agreement 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.
- D. 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:
- (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.
- E. Kickbacks.** The Subrecipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If the Subrecipient breaches or violates this warranty, WYDOT may, at its discretion, terminate this Agreement without liability to WYDOT, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.



The Subrecipient shall comply with the Copeland Anti-Kickback Act (18 U.S.C. § 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the Subrecipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public works to give up any part of the compensation to which he or she is otherwise entitled.

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

The Subrecipient and subcontractors may also be required to submit an additional certification statement and disclosure form acceptable to WYDOT before commencement of the work.

- G. Mandatory Disclosures.** Per 2 CFR 200.113, the Subrecipient must disclose, in a timely manner, in writing to WYDOT all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in remedies for noncompliance including suspension or debarment.

- H. Monitoring Activities.** WYDOT shall have the right to monitor all activities related to this Agreement that are performed by the Subrecipient or its subcontractors. 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 Agreement; and, to observe personnel in every phase of performance of the related work.

- I. 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 Agreement.

Federal law requires the Subrecipient to include all relevant special provisions of this Agreement in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each subcontractor.

- J. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.



- K. Publicity.** Any publicity given to the projects, program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Subrecipient and related to the services and work to be performed under this Agreement, shall identify WYDOT as the sponsoring agency and shall not be released without prior written approval of WYDOT.
- L. Suspension and Debarment.** By signing this Agreement, the 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 Agreement 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, the Subrecipient agrees to notify WYDOT 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 Agreement.
- M. Administration of Federal Funds.** The Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR 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 WYDOT.
- N. Copyright License and Patent Rights.** The Subrecipient acknowledges that federal grantor, the State of Wyoming, and WYDOT 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 Agreement; and (2) any rights of copyright to which the Subrecipient purchases ownership using funds awarded under this Agreement. The Subrecipient must consult with WYDOT regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- O. Federal Audit Requirements.** The 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. The Subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Agreement, the Subrecipient shall provide one (1) copy of the audit report to WYDOT and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to WYDOT's records.



- P. Non-Supplanting Certification.** The 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. The 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.
- Q. Program Income.** The Subrecipient shall not deposit grant funds in an interest bearing account without prior approval of WYDOT. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to WYDOT.

6. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement 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 Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Agreement 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 Agreement without the prior written consent of the other party. The Subrecipient shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of WYDOT.
- D. Audit and Access to Records.** WYDOT and its representatives shall have access to any books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall immediately, upon receiving written instruction from WYDOT, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by WYDOT.
- E. Availability of Funds.** Each payment obligation of WYDOT 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 Agreement, the Agreement may be terminated by WYDOT at the end of the period for which the funds are available. WYDOT 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 WYDOT in the event this provision is exercised, and WYDOT 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 Contracts.** WYDOT may award supplemental or successor contracts for work related to this Agreement or may award contracts to other contractors for work related to this Agreement. The Subrecipient shall cooperate fully with other contractors and WYDOT in all such cases.
- G. 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 Agreement.
- H. 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 Contract shall be kept confidential by the Subrecipient unless written permission is granted by WYDOT for its release. If and when Subrecipient receives a request for information subject to this Agreement, Subrecipient shall notify WYDOT within ten (10) days of such request and shall not release such information to a third party unless directed to do so by WYDOT.
- I. Entirety of Agreement.** This Agreement, consisting of seventeen (17) pages; Attachment A, Project Description, consisting of four (4) pages; Attachment B, Map, consisting of two (2) pages; and Attachment C, Form FHWA-1273, consisting of fourteen (14) pages, represent the entire and integrated Agreement between the parties and shall supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- J. Ethics.** The 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 the Subrecipient's profession.
- K. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by WYDOT and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- L. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement 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.

- M. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. Independent Contractor.** The Subrecipient shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Subrecipient shall be free from control or direction over the details of the performance of services under this Agreement. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement 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 WYDOT or to incur any obligation of any kind on the behalf of the State of Wyoming or WYDOT. The Subrecipient agrees that no health/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 Agreement.
- O. Insurance Requirements.** Subrecipient is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.*, and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, *et seq.*, and shall provide a letter verifying its participation in the WARM or LGLP to WYDOT.
- P. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- Q. Ownership and Return of Documents and Information.** WYDOT is the official custodian and 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 Agreement. Upon termination of services, for any reason, the Subrecipient agrees to return all such original and derivative information and documents to WYDOT 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.



- R. 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 subcontractors will violate any such restriction. The Subrecipient shall defend and indemnify WYDOT for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.
- S. Prior Approval.** This Agreement 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 Agreement 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. § 9-2-3204(b)(iv).
- T. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- U. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and WYDOT expressly reserve sovereign immunity by entering into this Agreement 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 Agreement 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.
- V. 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.
- W. Termination of Agreement.** This Agreement may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand or certified mail. This Agreement may be terminated by WYDOT immediately for cause if the Subrecipient fails to perform in accordance with the terms of this Agreement.
- X. 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 Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions



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

- Y. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- Z. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- AA. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- BB. Counterparts.** This Agreement 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 Agreement. Delivery by the Subrecipient of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to WYDOT. The Subrecipient's failure to deliver, either personally or via US Mail, postage prepaid, the originally signed counterpart to WYDOT within five (5) business days shall be considered a material breach and may result in immediate termination of the Agreement by WYDOT.

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

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

ATTEST:

CITY OF CODY:

Signature

By: _____

Matt Hall, Mayor

Print Name & Title

Date

(SEAL)

ATTEST:

**WYOMING DEPARTMENT OF
TRANSPORTATION:**

By: _____

Caitlin Casner, Secretary
Transportation Commission of Wyoming

By: _____

Keith R. Fulton, P.E., Assistant Chief
Engineer - Planning and Engineering

(SEAL)

Date

APPROVED AS TO FORM:

By: _____

Madison Barber

Assistant Attorney General

11/27/23

Date

Date agreement prepared: October 30, 2023



MEETING DATE: DECEMBER 19, 2023

DEPARTMENT: PUBLIC WORKS – STORM DRAIN

PREPARED BY: PHILLIP M. BOWMAN, P.E.

PRESENTED BY: PHILLIP M. BOWMAN, P.E.

AGENDA ITEM SUMMARY REPORT



Grant Award Agreement between the Wyoming Office of Homeland Security and the City of Cody

ACTION TO BE TAKEN

Consider approval of the Grant Award Agreement between the Wyoming Office of Homeland Security and the City of Cody for the Federal Emergency Management Agency (FEMA) Fiscal Year 2022 Building Resilient Infrastructure and Communities (BRIC) grant funding program, and authorize the Mayor to sign all associated documents.

SUMMARY OF INFORMATION

The City Council previously approved the formation of the City of Cody Storm Drainage Utility with Ordinances 2022-07, 2022-08, and 2022-09 on Third and Final Reading on August 16, 2022. With the formation of the associated utility enterprise fund, storm drainage user charges began to appear on residential and commercial utility accounts on September 1, 2022. The collection of these user charges in the Storm Drainage Enterprise Fund provides the City with a dedicated funding source for the long-term planning, maintenance, repair, and upgrade of the City's storm drainage system and associated infrastructure.

One of the first tasks identified for long-term planning of this utility is the completion of a Storm Drainage Master Plan and Rate Setting Study (SDMP). The City had contracted with the team of Bowen Collins and Associates (BCA) and Engineering Associates (EA) to complete the SDMP, with Task Order No. 1 (for Phase 1 of the SDMP) approved by the City Council on December 20, 2022 and Task Order No. 23-02 (for Phase 2) approved on May 2, 2023. There will be additional phases of work and the associated task orders to complete the SDMP, and each task order will be brought to the City Council for approval over the next six to twelve months.

City Staff applied for FEMA BRIC grant funding in 2022 to provide funding for additional infrastructure project evaluation and cost estimating beyond the anticipated scope of the SDMP. The SDMP will complete hydrologic and hydraulic modeling of the storm drainage conveyance system throughout the City, and will identify deficiencies within the City's existing storm drainage system. The FEMA BRIC grant funding will allow the consultant team to complete additional analysis and conceptual design on the deficiencies identified in the SDMP, and provide more accurate cost estimates for the programming of long-term infrastructure investment needs in the City's storm drainage system. The Grant Award Agreement provides grant funding in the amount of \$75,000 with a City match amount of \$25,000, bringing the total amount of additional funding available to \$100,000 for the conceptual design and cost estimating of the storm drainage system deficiencies identified in the SDMP.

City Council approval of the Grant Award Agreement will be subject to final review and approval of the documents by the City Attorney prior to signature by the Mayor.

AGENDA ITEM NO. _____

FISCAL IMPACT

The City will provide the required local match amount of \$25,000 per the grant agreement from the City's Storm Drainage Enterprise Fund. The appropriation for the local match amount from the Storm Drainage Enterprise Fund and the grant revenue to be received from the Wyoming Office of Homeland Security will be presented as a mid-year Budget Amendment for City Council approval at a later date.

ATTACHMENT

1. Grant Award Agreement between the Wyoming Office of Homeland Security and the City of Cody

**GRANT AWARD AGREEMENT BETWEEN
WYOMING OFFICE OF HOMELAND SECURITY
AND
CITY OF CODY**

Grant Award for U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) Fiscal Year 2022 Building Resilient Infrastructure and Communities (BRIC).

Subrecipient:	City of Cody
UEI #:	X7BTN16ZQSY9
FEMA Grant ID:	EMD-2022-BR-010
FEMA Subgrant ID:	EMD-2022-BR-010-0001
Federal Award Date:	November 8, 2023
WOHS Grant ID:	22-BRIC-COD-MU-COD1
ALN #:	97.047
Federal Award Amount:	\$75,000.00
Subrecipient Match Amount:	\$25,000.00
Total Amount:	\$100,000.00
Period of Performance	November 9, 2023 through November 8, 2026

1. **Parties.** The parties to this Grant Award Agreement (Agreement) are the Wyoming Office of Homeland Security (Agency), whose address is: 5500 Bishop Boulevard, Cheyenne, WY 82002, and the City of Cody (Subrecipient), whose address is: PO Box 2200, Cody, WY 82414.
2. **Purpose of Contract.** The purpose of this Agreement is to set forth the terms and conditions by which the Subrecipient shall complete and implement the Storm Drainage Master Plan for the City of Cody as described in Attachment A, Subgrant Project Application, which is attached to and incorporated into this Agreement by this reference. Funding allocated under this Agreement is not for the purpose of research and development as defined by 2 CFR Part 200.87.
3. **Term of Contract.** This Agreement is effective when all parties have executed it (Effective Date). The Period of Performance of the Agreement is from November 9, 2023 through November 8, 2026. All services shall be completed during the Period of Performance.
4. **Payment.**
 - A. The Agency agrees to pay the Subrecipient for the services described in Section 5 below. Total payment under this Agreement shall not exceed seventy-five thousand dollars and zero cents (\$75,000.00). Payment shall be made following receipt of Subrecipient's reimbursement request with attached backup documentation including invoices and proof of payment. Payment shall be 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 Agreement.

- B.** No payment shall be made for work performed outside the Period of Performance of this Agreement, unless pre-award costs were approved as part of the Subgrant Project Application. Should the Subrecipient fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Subrecipient performs its duties and responsibilities to the satisfaction of Agency.
- C.** Except as otherwise provided in this Agreement, the Subrecipient shall pay all costs and expenses, including travel, incurred by Subrecipient or on its behalf in connection with Subrecipient's performance and compliance with all of Subrecipient's obligations under this Agreement.

5. Responsibilities of Subrecipient. The Subrecipient agrees to:

- A.** Perform mitigation actions as described in Attachment A, Subgrant Project Application.
- B.** Comply with the terms and conditions as described in Attachment B, Agreement Articles, which is attached to and incorporated into this Agreement by this reference.
- C.** Comply with the terms and conditions as described in Attachment C, Record of Environmental Consideration (REC), which is attached to and incorporated into this Agreement by this reference.
- D.** Submit quarterly reports outlining the project activity and current project status by the 20th day of the month following each calendar quarter (Jan 20, Apr 20, July 20, Oct 20).
- E.** Comply with the 2022 Building Resilient Infrastructure and Communities (BRIC) Notice of Funding Opportunity (NOFO) and the Hazard Mitigation Assistance (HMA) Guidance to implement this Agreement, and agrees that all use of funds under this Agreement will be in accordance with the 2022 BRIC NOFO and the HMA Guidance.

6. 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, which may be reasonable required by Subrecipient.

- C. Notify Subrecipient of information and updates received from the Federal Emergency Management Agency (FEMA) or other federal agencies which may affect or otherwise restrict the availability of funds awarded to Subrecipient herein.

7. **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 Agreement 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 Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
 - (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 Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If Subrecipient breaches or violates this warranty, Agency may, at its discretion, terminate this Agreement 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 Agreement, 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 subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- F. **Monitoring Activities.** Agency shall have the right to monitor all activities related

to this Agreement that are performed by Subrecipient or its subcontractors. 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 Agreement; and to observe personnel in every phase of performance of Agreement 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 Agreement.
- H. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, 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 Agreement, 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 Agreement, 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 Agreement 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 Agreement.
- 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 Agreement; and (2) any rights of copyright to which Subrecipient purchases ownership using funds awarded under this Agreement. Subrecipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.

- 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. If findings are made which cover any part of this Agreement, 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.
- 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 Agreement.
- 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 Agreement must be used to increase the scope of the program or returned to Agency.

8. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement 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 Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Agreement 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 Agreement without the prior written consent of the other party. The Subrecipient shall not use this Agreement, 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 Agreement. 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 Agreement. 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 Agreement, the Agreement 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 Agreements.** The Agency may award supplemental or successor Agreements for work related to this Agreement or may award Agreements to other Subrecipients for work related to this Agreement. The Subrecipient shall cooperate fully with other contractors and the Agency in all such cases.
- G. 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 Agreement.
- H. 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 Agreement 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 Agreement, Subrecipient shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.
- I. Entirety of Agreement.** This Agreement, consisting of ten (10) pages; Attachment A, Subgrant Project Application, consisting of eight (8) pages; Attachment B, Agreement Articles, consisting of fifteen (15) pages; and Attachment C, Record of Environmental Consideration (REC), consisting of three (3) pages, represent the entire and integrated Agreement 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 Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.

- 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's profession.
- K. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement 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 Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- L. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement 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.
- M. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. Independent Contractor.** The Subrecipient shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Subrecipient shall be free from control or direction over the details of the performance of services under this Agreement. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement 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 Agreement.

- O. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided below:

Contact for the Agency:

Ashley Paulsrud
Grants/Finance Section Chief
5500 Bishop Boulevard
Cheyenne, WY 82002
307-777-4907
Ashley.paulsrud@wyo.gov

With a copy to:

Lynn Budd
Director, Wyoming Office of Homeland Security
5500 Bishop Boulevard
Cheyenne, WY 82002
307-777-8511
Lynn.budd@wyo.gov

- P. Ownership and Return of Documents and Information.** Agency is the official custodian and 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 Agreement. 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.
- Q. Prior Approval.** This Agreement 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 Agreement 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. § 9-2-3204(b)(iv).
- R. Insurance Requirements.** Subrecipient is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, et seq., and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, et seq., and shall provide a letter verifying its participation in the WARM or LGLP to the Agency.
- S. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

- T. 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 Agreement 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 Agreement 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.
- U. 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.
- V. Termination of Agreement.** This Agreement may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Agreement may be terminated by the Agency immediately for cause if the Subrecipient fails to perform in accordance with the terms of this Agreement.
- W. 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 Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- X. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- Y. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- Z. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- AA. Counterparts.** This Agreement 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 Agreement. Delivery by the Subrecipient of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

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

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

AGENCY:

Wyoming Office of Homeland Security

Lynn Budd, Director

Date

SUBRECIPIENT:

City of Cody

Matt Hall, Mayor

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Jodi A. Darrough #235656
Jodi A. Darrough, Senior Assistant Attorney General

12-6-23
Date

Subapplicant information

Name of federal agency

FEMA

Type of submission

Application

CITY OF CODY

1338 RUMSEY AVE

CODY, WY 82414 United States

State	DUNS #	EIN #
WY	177929338	836000052

Subapplicant type

Local Government

Is the subapplicant subject to review by Executive Order 12372 Process?

No - Not covered

Is the subapplicant delinquent on any federal debt?

No

Contact information

Subrecipient Authorized Representative (SAR)

Phillip Bowman pbowman@codywy.gov	Primary phone 3075273481 Work	Mailing address
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Point(s) of contact

Phillip Bowman Public Works Dir / City Eng pbowman@codywy.gov	Primary phone 3075273481 Work Fax	Additional phones 3075277511 Work 3075273481	Mailing address 1338 Rumsey Ave PO Box 2200 Cody WY 82414
Leslie Brumage Finance Officer / Grants Admin grants@codywy.gov	Primary phone 3075273467 Work Fax	Additional phones 3075277511 Work	Mailing address 1338 Rumsey Avenue PO Box 2200 Cody WY 82414

Community

Please provide the following information. If the Congressional district number for your community does not display correctly, please contact your State NFIP coordinator.

Add Communities

Please find the community(ies) that will benefit from this mitigation activity by clicking on the Find communities button. If needed, modify the Congressional District number for each community by entering the updated number under the U.S. Congressional District column for that community. When finished, click the Continue button.

NOTE: You should also notify your State NFIP coordinator so that the updated U.S. Congressional District number can be updated in the Community Information System (CIS) database.

Community name	County code	CID number	CRS community	CRS rating	U.S. Congressional District
CODY, CITY OF	029	560038	N		1,2,3

Please provide any additional comments below (optional).

The City of Cody owns, operates, maintains, and upgrades the storm drainage facilities within the incorporated city limits through the City's Storm Drainage Utility created in August 2022. The city is approximately 10.5 square miles in size, and has approximately 17 miles of storm sewer piping with approximately 620 storm inlets and 7 outfalls discharging to the Shoshone River or other natural drainageways. The city also maintains 11 regional detention and/or infiltration ponds, 2 storm drainage lift stations, and other storm drainage conveyance elements including roadside ditches, curb and gutter, and natural (unimproved) drainage courses.

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action
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Mitigation plan

Please provide your plan information below.

Is the entity that will benefit from the proposed activity covered by the current FEMA approved multi-hazard mitigation plan in compliance with 44 CFR Part 201? **Yes**

Please provide plan detail

Plan name	Plan type	Plan approval date
Wyoming Region 6 Hazard Mitigation Plan	Local Multijurisdictional Multi-Hazard Mitigation Plan	05/12/2022

Proposed activity description

The Storm Drainage Master Plan to be completed by the City of Cody will provide detailed analysis and additional information about localized flooding conditions within the City, and will supplement the Flood risk information contained in the Region 6 Hazard Mitigation Plan.

Please provide any additional comments below (optional).

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action
Wyoming Region 6 Hazard Mitigation Plan.pdf	01/13/2023	pbowman@codywy.gov	Mitigation Plan Attachments	No description given.	

Scope of work

The project Scope of Work (SOW) identifies the eligible activity, describes what will be accomplished and explains how the mitigation activity will be implemented. The mitigation activity must be described in sufficient detail to verify the cost estimate. All activities for which funding is requested must be identified in the SOW prior to the close of the application period. FEMA has different requirements for project, planning and management cost SOWs.

Subapplication title (include type of activity and location)

Storm Drainage Master Plan - Capital Improvement Project Planning**Activities**

Primary activity type

Plan update

Primary sub-activity type

Local flood mitigation plan

Primary sub-activity type

Local flood mitigation plan

Secondary activity type (Optional)

Planning related activities

Tertiary activity type (Optional)

Geographic areas description

The Storm Drainage Master Plan is being completed for the incorporated areas within the City of Cody (i.e. within City limits), and will update the City's existing Master Storm Drainage Plan that was completed in 2022 (and is currently out of date). The Capital Improvement Project Planning task will focus on developing the location and scope of specific infrastructure projects to address localized flooding identified through hydrologic and hydraulic modeling completed in a separate task of the Storm Drainage Master Plan.

Hazard sources

Primary hazard source

Flooding

Secondary hazard source (optional)

Severe storm

Tertiary hazard source (optional)

Infrastructure failure

Evaluation process description

The City's Master Storm Drainage Plan completed in 2002 is out of date, and significant drainage pattern changes have occurred in the City due to private development over the past 20 years and annexation of new areas into the City. The City has determined that a new and updated Storm Drainage Master Plan is needed to identify areas of localized flooding and develop the list of capital projects needed to address these flooding conditions.

Implementation process description

The Storm Drainage Master Plan will be completed through separate task orders issued to the engineering consultant team lead by Bowen Collins and Associates. Task 1 (to be completed with City funds) has been awarded, and includes gathering historic information about localized flooding within the City due to storm rainfall events, gathering aerial topography and aerial imagery, and seeking public input about problem flooding areas. Task 2 (to be completed with City funds) will focus on hydrologic and 2-D hydraulic modeling of multiple storm rainfall events to accurately identify the areas and severity of localized flooding within the City. Task 3 (this application where grant funding is being sought) will develop conceptual project scoping and cost estimates to minimize or eliminate the areas of localized flooding, and will develop a prioritized ranking of these projects to plan a multi-year implementation program. Task 4 (to be completed with City funds) will complete a rate setting analysis for the City's Storm Drainage Utility Fund and associated user charges to ensure adequate funding is available to complete the projects identified in Task 3 through a multi-year implementation program.

Primary sources description

The funding for the Storm Drainage Master Plan and associated capital investments in the City's Storm Drainage system and infrastructure is provided by the Storm Drainage Utility Fund established in August 2022 by City Ordinance. The sources of localized flooding within the City are storm rainfall runoff.

Staff and resources description

Phillip Bowman, P.E., Public Works Director / City Engineer, is responsible for the management and oversight of the City's Storm Drainage Utility Fund and all associated activities. An engineering consultant team of Bowen, Collins and Associates (BCA) and Engineering Associates (EA) was chosen through a Qualifications Based Selection (QBS) process to complete the Storm Drainage Master Plan.

Additional comments (optional)

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action
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Schedule

Specify the work schedule for the mitigation activities.

Add tasks to the schedule

Please include all tasks necessary to implement this mitigation activity; include descriptions and estimated time frames.

Task Name	Start Month	Task Duration (in Months)
Capital Project Planning (this application where grant funding is being sought)	9	6 months
Task Description Task 3 of the Storm Drainage Master Plan will utilize the hydrologic and hydraulic modeling results completed in Task 2 to identify specific capital improvement and infrastructure projects that will minimize or eliminate the localized flooding conditions identified. This task will prepare project scoping and conceptual design, and cost estimates for project final design and construction. This task will also identify locations where water quality enhancements can be incorporated into the scope of the projects, and the estimated additional costs for those enhancements. In addition, this task will include public outreach to solicit feedback from the public on the projects identified, the prioritized ranking, and the proposed schedule of completion.		

Estimate the total duration of your proposed activities (in months). 6

Proposed project start and end dates

Start Date	2023-09-01
End Date	2024-03-01

Budget

Budget cost estimate and management cost (optional) should directly link to your scope of work and work schedule. You must add at least one item(s) greater than \$0 for your cost estimate. Once you have added item(s) for your cost estimate, you may then add the item(s) for management cost (optional). As necessary, please adjust your federal/non-federal cost shares and add the non-federal funding source(s) you are planning to use this project. Once you have completed this section, please click the Continue button at the bottom of this page to navigate to the next section.

Add budget cost types and item(s)

Click the Add cost type button below to add cost type cost estimate and then click the Add item(s) button to add the item(s) for the cost estimate. After adding items to your cost estimate, you may then select Add cost type button again to add management costs (optional) and applicable items.

Grand total: \$100,000.00

Budget type: Non construction

▸ Cost type: Cost estimate	\$100,000.00
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Program income (optional)

Cost share

Cost share or matching means the portion of project costs not paid by federal funds.

Proposed federal vs. non-federal funding shares

Hazard mitigation assistance (HMA) funds may be used to pay up to 75% federal share of the eligible activity costs. Building Resilient Infrastructure and Communities (BRIC) and small impoverished communities may be eligible for up to 90% federal share. Flood Mitigation Assistance (FMA) and severe repetitive loss (SRL) properties may be eligible for up to 100% federal share. Repetitive loss (RL) properties may be eligible for up to 90% federal share.

	% Percentage	\$ Dollar amount
Is this an Economically Disadvantaged Rural Community? ⓘ This determines your federal/non-federal share ratio. No	Proposed federal share 75.00	75000.00
	Proposed non-federal share 25.00	25000.00
		Based on total budget cost: \$100,000.00

Non-federal funding sources here

That portion of the total costs of the program provided by the non-federal entity in the form of in-kind donations or cash match received from third parties or contributed by the agency. In-kind contributions must be provided and cash expended during the project period along with federal funds to satisfy the matching requirements.

Funding source	Funding amount	% Non-federal share by source
► Funding source: Storm Drainage Utility Fund	100.00%	\$25,000.00

Please provide any additional comments below (optional).

The City of Cody established a Storm Drainage Utility Fund in August 2022, and started to collect storm drainage user charges from residential and commercial utility accounts within the City in September 2022. The City has established a \$5 per month base fee as the user charge per Equivalent Residential Unit (ERU), with each residential account charged 1 ERU per month (\$5 per month) and each commercial account charged based on the parcel sized served OR the amount of developed area on the parcel (minimum charge 1 ERU and maximum charge 50 ERU, \$5 to \$250 per month). This revenue is dedicated for use in the Storm Drainage Utility Fund and the associated planning, maintenance, operation, and upgrade of the storm drainage system. In the City's Approved FY 2023 Budget, the Storm Drainage Master Plan was funded at \$225,000, and a portion of this amount will be utilized for the non-federal share (local match of \$25,000) for completion of Task 3.

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action
Grant Application Letter and Match Funding 01132023.pdf	01/13/2023	pbowman@codywy.gov	Budget Attachments	No description given.	
Budget Cody.pdf	01/20/2023	shamika.mcdonald1@wyo.gov	Budget Attachments	Estimate provided by Bowen Collins & Associates	

Evaluation

Is the applicant participating in the Community Rating System (CRS) ?	No
Is the applicant a Cooperating Technical Partner (CTP) ?	No
Was this application generated from a previous FEMA HMA Advance Assistance or Project Scoping award or any other federal grant award, or the subapplicant is a past recipient of Building Resilient Infrastructure and Communities (BRIC) non-financial Direct Technical Assistance?	No
Has the applicant adopted building codes consistent with the international codes ?	Yes
Year of building code	2021

Please provide the building code.

2021 International Building Code

Have the applicant's building codes been assessed on the [Building Code Effectiveness Grading Schedule \(BCEGS\)](#)?

No

Describe involvement of partners to enhance the mitigation activity outcome.

City of Cody staff is currently working with the Cody Conservation District Watershed Coordinator to evaluate water quality enhancement throughout the City, and for inclusion in the Storm Drainage Master Plan and associated Capital Improvement Projects. As part of the Storm Drainage Master Plan, Cody staff will also be working with Cody Canal and Irrigation Staff to identify areas where storm drainage infrastructure interacts with canals and ditches within the City, and develop capital improvement projects to minimize or eliminate localized flooding at these locations.

Describe how this planning activity benefits your community and how the plan/data will be used to promote resiliency.

Task 3 of the Storm Drainage Master Plan will provide project scoping, conceptual design, and cost estimating for the capital improvement projects identified to minimize or eliminate localized flooding conditions. If awarded the grant, this funding will allow a thorough and comprehensive conceptual design of these projects, and accurate cost estimating that will be beneficial in planning the multi-year implementation program (anticipated to be 10+ years). As the capital improvement projects are completed, the areas of localized flooding within in the City will minimized or eliminated creating beneficial impact for the community. These projects will also be designed to ensure adequate conveyance capacity of stormwater runoff to minimize or eliminate impacts to residential and commercial structures, and improve safety for residents and businesses.

Additional comments (optional)

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action
City of Cody Codes Climatic & Geographic Design Criteria_202203231025122898.pdf	01/13/2023	pbowman@codywy.gov	Evaluation Attachments	City of Cody - list of building codes currently in effect	

Comments & attachments

► Community	1 comment, 0 attachments
► Mitigation plan	0 comment, 1 attachments
► Scope of work	0 comment, 0 attachments
► Budget	1 comment, 2 attachments
► Evaluation	0 comment, 1 attachments

Assurances and certifications

OMB number: 4040-0007, Expiration date: 02/28/2025 [View burden statement](#)

SF-424B: Assurances - Non-Construction Programs

OMB Number: 4040-0007

Expiration Date: 02/28/2025

Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

- Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

Certifications regarding lobbying

OMB Number: 4040-0013

Expiration Date: 02/28/2025

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Agreement Articles

Program: Fiscal Year 2022 Building Resilient Infrastructure and Communities

Recipient: STATE OF WYOMING

UEI-EFT: X7BTN16ZQSY9-

DUNS number: 132720264

Award number: EMD-2022-BR-010

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Article 1

Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency. II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002. III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article 2**General Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance. V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3**Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article 4**Activities Conducted Abroad**

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article 5	Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	Best Practices for Collection and Use of Personally Identifiable Information Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
Article 8	Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.
Article 9	Civil Rights Act of 1968 Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 10	Copyright Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.
Article 11	Debarment and Suspension Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
Article 12	Drug-Free Workplace Regulations Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
Article 13	Duplication of Benefits Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.
Article 14	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article 15	E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety Recipients must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.
Article 16	Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
Article 17	False Claims Act and Program Fraud Civil Remedies Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801- 3812, which details the administrative remedies for false claims and statements made.)
Article 18	Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
Article 19	Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.
Article 20	Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article 21	<p>Hotel and Motel Fire Safety Act of 1990 Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a</p>
Article 22	<p>John S. McCain National Defense Authorization Act of Fiscal Year 2019 Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons</p>
Article 23	<p>Limited English Proficiency (Civil Rights Act of 1964, Title VI) Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.</p>
Article 24	<p>Lobbying Prohibitions Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.</p>

Article 25	National Environmental Policy Act Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans
Article 26	Nondiscrimination in Matters Pertaining to Faith-Based Organizations It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
Article 27	Non-Supplanting Requirement Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
Article 28	Notice of Funding Opportunity Requirements All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.
Article 29	Patents and Intellectual Property Rights Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Article 30	Procurement of Recovered Materials States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
Article 31	Rehabilitation Act of 1973 Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Article 32	Reporting of Matters Related to Recipient Integrity and Performance General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.
Article 33	Reporting Subawards and Executive Compensation Reporting of first tier subawards. Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.
Article 34	Required Use of American Iron, Steel, Manufactured Products, and Construction Materials Recipients must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was

manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below. (a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the “Build America, Buy America” provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

Article 35

SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article 36	Terrorist Financing Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.
Article 37	Trafficking Victims Protection Act of 2000 (TVPA) Trafficking in Persons. Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.
Article 38	Universal Identifier and System of Award Management Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.
Article 39	USA PATRIOT Act of 2001 Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.
Article 40	Use of DHS Seal, Logo and Flags Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
Article 41	Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article 42**Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website at:

<https://www.fema.gov/grants/guidance-tools/environmental-historic>. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 43**Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article 44**Acceptance of Post Award Changes**

In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please call FEMA Grant Management Operations at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article 45	Disposition of Equipment Acquired Under the Federal Award For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.
Article 46	Prior Approval for Modification of Approved Budget Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.
Article 47	Indirect Cost Rate 2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

FEDERAL EMERGENCY MANAGEMENT AGENCY

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project EMD-2022-BR-010-0001

Title: City of Cody Storm Drainage Master Plan

NEPA DETERMINATION

Non Compliant Flag: No	EA Draft Date:	EA Final Date:
EA Public Notice Date:	EA Fonsi	Level: CATEx
EIS Notice of Intent	EIS ROD Date:	
Comment	Project Scoping Environmental Historic Preservation Memorandum	

The proposed study will help the City of Cody update the City's existing master storm drainage plan. The project will focus on developing the location and scope of specific infrastructure projects to address localized flooding identified through hydrologic and hydraulic modeling completed in a separate task of the storm drainage master plan. The project will also identify locations where water quality enhancements can be incorporated into the scope of the projects, and the estimated additional costs for those enhancements. In addition, this project will include public outreach to solicit feedback from the public on the projects identified, the prioritized ranking, and the proposed schedule of completion.

FEMA Environmental Historic Preservation (EHP) has reviewed the project; although there is no information necessary for EHP review at this time since the grant is for project scoping activities only, EHP recommends that the City consider the National Environmental Policy Act applicable laws and regulations when studying any future project actions. It is recommended that the City start EHP existing conditions reviews and analysis once a project area is defined.

The project area has potential to have eligible National Register of Historic Places (NRHP) sites within the project boundaries. Ground disturbing activities may trigger a Section 106 of the National Historic Preservation Act consultation with the Wyoming State Historic Preservation Office. Work within a jurisdictional Waters of the U.S. will require a Section 404 permit under the Clean Water Act from the US Army Corps of Engineers and may require a floodplain development permit from a local floodplain administrator.

Please note that FEMA began partial implementation of Federal Flood Risk Management Standard (FFRMS) with FFRMS Policy FP-206-21-003-0001 for Hazard Mitigation Assistance Programs. The policy is intended to increase protection to improved property by increasing the required level of protection up to an additional 3 feet above the base flood elevation (BFE). The design standard differs depending on whether the action is a critical or non-critical action and whether the structure is in a 1% or 0.2% annual chance floodplain. This policy applies to all structure elevation, mitigation reconstruction, and dry floodproofing projects; and all projects where HMA funds are used for new construction, substantial improvement, or to address substantial damage to structures. The project team should consider FFRMS in their scoping activities, as applicable. Other environmental laws and regulations that may be applicable to future project planning efforts include: Endangered Species Act, Executive Order 11990 (Wetlands), Executive Order 11988 (Floodplain Management) and Executive Order 12898: Environmental Justice for Low Income and Minority Populations.

Upon award of the BRIC project scoping application FEMA EHP staff is available to provide guidance and support on NEPA and environmental historic preservation compliance, as requested. Once project areas are defined further for future ground disturbing activities, FEMA EHP recommends cultural and biological resources reports to help the City identify any future EHP concerns and/or consultations. These studies can be completed as part of the project scoping application scope of work and can streamline the EHP review once the project advances. This memorandum and FEMA EHP approval of the requested project scoping funds does not constitute authorization of any construction activities associated with proposed future mitigation actions. - djones58 - 11/07/2023 01:42:19 GMT

CATEX CATEGORIES

Catex Category Code	Description	Selected
a4	(a4) Information gathering, data analysis and processing, information dissemination, review, interpretation, and development of documents. If any of these activities result in proposals for further action, those proposals must be covered by an appropriate CATEx. Examples include but are not limited to: (a) Document mailings, publication and distribution, training and information programs, historical and cultural	Yes

FEDERAL EMERGENCY MANAGEMENT AGENCY**RECORD OF ENVIRONMENTAL CONSIDERATION (REC)****Project** EMD-2022-BR-010-0001**Title:** City of Cody Storm Drainage Master Plan

Catex Category Code	Description	Selected
a7	demonstrations, and public affairs actions. (b) Studies, reports, proposals, analyses, literature reviews; computer modeling; and non-intrusive intelligence gathering activities. (a7) The commitment of resources, personnel, and funding to conduct audits, surveys, and data collection of a minimally intrusive nature. If any of these commitments result in proposals for further action, those proposals must be covered by an appropriate CATEX. Examples include, but are not limited to: (a) Activities designed to support the improvement or upgrade management of natural resources, such as surveys for threatened and endangered species, wildlife and wildlife habitat, historic properties, and archeological sites; wetland delineations; timber stand examination; minimal water, air, waste, material and soil sampling; audits, photography, and interpretation. (b) Minimally-intrusive geological, geophysical, and geo-technical activities, including mapping and engineering surveys. (c) Conducting Facility Audits, Environmental Site Assessments and Environmental Baseline Surveys, and (d) Vulnerability, risk, and structural integrity assessments of infrastructure.	Yes

EXTRAORDINARY

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comment
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	
Coastal Barrier Resources Act (CBRA)	Not Applicable	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	
Coastal Zone Management Act (CZMA)	Not Applicable	Project is not located in a coastal zone area and does not affect a coastal zone area - Review concluded	
Executive Order 11988 - Floodplains	Completed	No effect on floodplain/flood levels and project outside floodplain - Review concluded	
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	

FEDERAL EMERGENCY MANAGEMENT AGENCY
RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project EMD-2022-BR-010-0001

Title: City of Cody Storm Drainage Master Plan

Environmental Law/ Executive Order	Status	Description	Comment
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	No Low income or minority population in, near or affected by the project - Review concluded	
Endangered Species Act (ESA)	Completed	No listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Fish and Wildlife Coordination Act (FWCA)	Completed	Project does not affect, control, or modify a waterway/body of water - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project not located within a flyway zone - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Not type of activity with potential to affect historic properties - Review concluded</br>	
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

CONDITIONS

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.