

**HIGHWAY SAFETY PROGRAM FEDERAL FISCAL YEAR (FFY) 2025 SUB-AWARD
 AGREEMENT BETWEEN
 THE WYOMING DEPARTMENT OF TRANSPORTATION, HIGHWAY SAFETY
 PROGRAM AND LARAMIE COUNTY GOVERNMENT,
 LARAMIE COUNTY SHERIFF'S OFFICE**

I. Subrecipient Contact Information	
Subrecipient: Laramie County Government Mailing Address: 1910 Pioneer Avenue Subrecipient Unique Entity Identifier: E9DLJC1HGNQ8 Subrecipient Expenditure Amount: \$36,801.14	Sub Award Title: Impaired Driving High Visibility Enforcement (HVE) Overtime, Multi-Jurisdiction Enforcement and Video Cameras City, State, Zip: Cheyenne, Wyoming 82001-4449 Budget Period: October 1, 2024, or the Effective Date – September 30, 2025 Subrecipient Indirect Rate: 15.00%
II. Highway Safety Program Contact Information	
Name: Karson James Telephone: 307-777-4200 Email: karson.james@wyo.gov	Grant Manager Stephanie Lucero 307-777-4198 stephanie.lucero@wyo.gov
III. Highway Safety Program Award Information	
HSP Project Number: AL-2025-BI-AL-03, AL-2025-BI-AL-04 and PT-2025- BI-PT-02 WYDOT Project Number: HS40225 Funding Source: 402 Is Award for Research or Development? No Total Expenditure Amount: \$42,321.31 Total Approved Funds: \$46,976.65	Agreement Number: 243573 Program Area: Impaired Driving and Police Traffic Services WYDOT Activity Number: WHVA, MIDE, and HSVC Federal Percent: 90.49% Performance Period: October 1, 2024 – January 28, 2026 WYDOT Indirect Rate: 11.00% Local Benefit: \$42,509.17
IV. Federal Award Information	
NHTSA Region 8 Program Administrator Name: Gina Espinosa-Salcedo Telephone: 720-963-3100 Email: NHTSA.region8@dot.gov	
Federal Awarding Agency: National Highway Traffic Safety Administration (NHTSA) Assistance Listing Number: 20.600 Assistance Listing Title: State and Community Highway Safety Federal Award Name: Highway Safety Behavioral Program	
FAIN: Will be provided on project close out letter. Federal Award Date: Will be provided on project close out letter. Total Federal Award: Will be provided on project close out letter. Amount of Federal Funds Obligated by Action: \$624,004.56 Total Amount of Funds Obligated: \$765,438.24	

1. **Parties.** This is a Sub-Award Agreement (Agreement) of federal financial assistance from the Wyoming Department of Transportation, Highway Safety Program (WYDOT), whose address is: 5300 Bishop Boulevard, Cheyenne, Wyoming 82009, to Laramie County Government, Laramie County Sheriff's Office (Subrecipient), whose address is: 1910 Pioneer Avenue, Cheyenne, Wyoming 82001-4449.
2. **Purpose.** The purpose of this Agreement is to set forth the respective relationships and responsibilities of Subrecipient and the WYDOT in the administration of the Highway Safety Behavioral Program and establish all grant requirements as outlined by the WYDOT and all applicable State and Federal regulations.
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of this Agreement is from October 1, 2024, or the Effective Date, whichever is later, through January 28, 2026. Subrecipient's Budget Period is from October 1, 2024, or the Effective Date, whichever is later, through September 30, 2025. The WYDOT's Performance Period is from October 1, 2024, through January 28, 2026.
4. **Problem Statement.** Impaired Driving is responsible for needless deaths and injuries on Wyoming roadways each year. Driving while impaired includes anyone who drives a vehicle while being impaired by alcohol, drugs, prescription medications, or any combination of those substances. During the years 2019 to 2023, impaired driving crashes contributed to 40.1% of fatal crashes, 22.2% of suspected serious injury crashes, and 4.0% of property damage only crashes. Impaired driving crashes averaged forty-six (46) fatalities a year, as reported by the Wyoming Electronic Crash Records System (WECRS).

WYDOT Driver Services Program reported an increase in driving under the influence (DUI) arrests of 2% from 2022 to 2023, which can be attributed to an increase in impaired driving, sustained HVE, as well as combined efforts of the Governor's Council on Impaired Driving, Impaired Driving Program, and the Traffic Safety Resource Prosecutor. Alcohol and Crime in Wyoming 2023 reported DUIs accounted for 32.5% of all statewide arrests with an average blood alcohol concentration (BAC) of 0.16. Additionally, 51.0% of people arrested for DUI had a reported BAC level above 0.16 and 13.0% had a BAC of 0.24 or greater.

The Laramie County Sheriff's Office investigated an average of 2.85% of the statewide impaired driving crashes for the years 2021 to 2023 (WECRS). Laramie County Sheriff's Office also represented 3.00%, 2.90%, and 4.92% of all statewide impaired driving arrests, respectively, for 2021 to 2023 (WYDOT Driver Services).

5. **Scope of Work.** HVE is a universal traffic safety approach designed to deter and change unlawful driving behaviors. HVE combines highly visible and proactive law enforcement targeting impaired driving. This project will provide year-long sustained impaired driving overtime enforcement opportunities to local law enforcement agencies.
6. **Performance Measures.** Performance Measures are set by the Safety Management System (SMS) Committee based on an analysis of five (5) and ten (10) year running averages along with recent trends. The goals and deliverables identified in Section 7 and

Section 8 below will assist the WYDOT in reaching statewide performance measures listed below:

- A. C-1 Number of Traffic Fatalities (Fatality Analysis Reporting System [FARS]).
 - B. C-2 Number of Serious Injuries in Traffic Crashes (FARS).
 - C. C-5 Number of fatalities in crashes involving a driver or motorcycle operator with a Blood Alcohol Concentration (BAC) of 0.08 and above (FARS).
 - D. S-2 Number of Drug Involved Fatal and Serious Injuries (State).
7. **Goals.** Utilize local law enforcement to effectively deploy resources to assist in reducing impaired driving fatalities and injuries through sustained enforcement of Wyoming's Impaired Driving laws and support traffic safety initiatives for successful prosecution of impaired drivers.

8. **Deliverables.** Subrecipient agrees to:

- A. Conduct all grant related activity on the Highway Safety Office (HSO) Project Site. An email invite will be sent to the Project Director, Authorizing Officials, and authorized signers upon execution of this Agreement.
- B. Conduct sustained year-round enforcement based on data-driven efforts.
- C. Participate in the following mandatory impaired driving campaigns:
 - (i) "Holiday Season" from December 18, 2024, to January 1, 2025; and
 - (ii) "National Mobilization" from August 20, 2025, to September 1, 2025.

Subrecipient is encouraged to participate in NHTSA national campaigns. Calendar of events can be found at: <https://www.trafficsafetymarketing.gov/calendars>.

- D. Ensure impaired driving enforcement is conducted from a marked patrol vehicle. No on-foot or bicycle patrols are allowed.
- E. Submit the following documentation to the HSO Project Site. All material is due by the 15th day of the month following the reporting period.
 - (i) **Grant Claim for Reimbursement.** The Grant Claim for Reimbursement must be signed by the Project Director, Authorizing Official, or an authorized signatory identified by Subrecipient in a letter to the WYDOT. The file name must include the following: Agency Name, Month, and the Focus of Enforcement (e.g., any agency January DUI). In the event there are no expenditures, Subrecipient must submit the Grant Claim for Reimbursement form indicating zero (0) expenditures or post a message on the HSO Project Site indicating there are no expenditures for that month.

- (ii) **Balance Report.** The balance report must be completely filled out and adjusted accordingly for each month.
 - (iii) **Officer Activity Report Form (HS-6).** The form must clearly indicate impaired driving is the focus of the overtime through one (1) of the following methods.
 - (a) Enforcement of impaired driving as evidenced by an impaired driving arrest.
 - (b) If no impaired driving arrests are made, a comment is required in the notes section as to why.
 - (iv) **Event Summary Report (HS-7).** Each HS-7 shall be completely filled out and signed by the Authorizing Official or the Project Director.
 - (v) **Expense Report.** Subrecipient must provide an official agency-generated expense report(s) for labor charges to be reimbursed. Labor charges must comply with Fair Labor Standards Act (FLSA). Reimbursement will be based on actual overtime expenditures.
- F.** Acknowledge if an officer is called to assist with a high priority call that does not involve impaired driving overtime enforcement, for any reason, the officer must not claim reimbursement for overtime hours.
- G.** Conduct multi-jurisdictional impaired driving overtime enforcement with agencies in which there is a Memorandum of Understanding (MOU).
- H.** Ensure the MOUs are uploaded to the HSO Project Site.
- I.** Ensure that overtime payroll expenses are for Subrecipient's personnel only.
- J.** Ensure a Traffic Safety Enforcement Plan is uploaded to the HSO Project Site.
- K.** Ensure certified law enforcement personnel are trained in Drug Recognition Expert, Advanced Roadside Impaired Driving Enforcement, or have Standardized Field Sobriety Test training within the last two (2) years.
- L.** Purchase new in-car video camera(s) and accessories by May 31, 2025.
- M.** Provide the WYDOT a Traffic Safety Enforcement Plan prior to purchase of video camera equipment.
- N.** Acknowledge that the maximum reimbursement of in-car video camera(s) and accessories is four thousand, nine hundred ninety-nine dollars and ninety-nine cents (\$4,999.99). Said in-car video camera(s) shall not exceed a maximum per unit cost of nine thousand, nine hundred ninety-nine dollars and ninety-nine cents (\$9,999.99).

- O. Participate in federal grant funded High Visibility Enforcement Overtime grants for two (2) years after receiving equipment.
 - P. Notify the WYDOT immediately if for any reason Subrecipient is unable to fulfill the stated activities to discuss alternate plans.
9. **Project Budget.** The WYDOT agrees to reimburse Subrecipient actual costs up to the cost-not-to-exceed Total Expenditure Amount specified below:

A. **Cost Summary.**

Personnel Services	\$23,757.67
Multi-jurisdictional Enforcement	\$8,695.65
Video Camera Equipment	\$4,347.82
Indirect Cost (15.00%)	<u>\$5,520.17</u>
Total Expenditure Amount	\$42,321.31
WYDOT Indirect Cost Allocation Plan (11%)	<u>\$4,655.34</u>
Total Approved Funds	\$46,976.65

B. **Notes.**

- (i) Subrecipient shall submit all requests for reimbursement to the WYDOT no later than October 15, 2025.
- (ii) Any cost modification of the budget must be approved by the WYDOT.
- (iii) If clarification, additional documentation, updates, or changes to support documentation is needed for any submitted or future expenses, the WYDOT will notify Subrecipient in writing of the request and provide an expected response date or implementation date.
- (iv) Subrecipient shall notify the WYDOT immediately if for any reason they are unable to spend the budgeted amount to discuss alternate plans.
- (v) In accordance with 23 CFR Part 1300.13, Subrecipient, as a representative of its political subdivision, requests the benefit of the WYDOT's coordination of paid media and marketing to capitalize on the high visibility enforcement and education model necessary to change driver behavior. The WYDOT will coordinate paid and earned media statewide to complement the enforcement initiative outlined in this Agreement. The outreach may include the following: TV spots, radio spots, online ads, billboards, print ads, press releases, posters, flyers, and/or outreach events. These efforts will include local jurisdictions and will be coordinated statewide. By signing below, the Project Director signifies his/her understanding of the outreach component of the mobilization and approves the use of these educational techniques within his/her jurisdiction.

10. **Travel/Training Requirements.** Travel and training by funding awarded under this Agreement is not authorized.

11. **Equipment.**

A. Subrecipient is authorized to purchase equipment as follows:

(i) **Non Major Equipment** – new video camera(s) and accessories

Non-Major Equipment Record Form is required for the Highway Safety Program grant monitoring purposes.

(ii) All repairs and/or replacements required as a result of loss, damage, or malfunctions shall be at the expense of Subrecipient.

12. **Project Evaluation/Reporting.**

A. **Monthly Report.** Subrecipient must submit monthly reimbursement requests by the 15th of the following month following expenditure.

B. **Annual Report.** The WYDOT shall provide Subrecipient an Annual Report summarizing all fiscal year project activities. Subrecipient will be required to review and sign the report acknowledging its accuracy. Subrecipient may comment on project successes and/or challenges via the HSO Project Site.

13. **Seat Belt Policy.** Subrecipient shall adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. Information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives is available for download at www.trafficsafety.org.

14. **Special Provisions.**

A. **Assumption of Risk.** Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to Subrecipient's failure to comply with state or federal requirements. The WYDOT shall notify 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, the WYDOT may, at its discretion, terminate this Agreement without liability to the WYDOT, 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.** The WYDOT 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.** 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 Subrecipient and related to the services and work to be performed under this

Agreement, shall identify the WYDOT as the sponsoring agency and shall not be released without prior written approval of the WYDOT.

- 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), 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 the 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.
- K. Administration of Federal Funds.** Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*; requirements in Attachment A, Federal Certifications and Assurances, which is attached to and incorporated into this Agreement by this reference; and 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 the WYDOT.
- L. Copyright License and Patent Rights.** Subrecipient acknowledges that federal grantor, the State of Wyoming, and the 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 Subrecipient purchases ownership using funds awarded under this Agreement. Subrecipient must consult with the WYDOT 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 in excess of the amount set forth in 2 CFR Part 200, Subpart F in federal awards 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 CFR 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 the WYDOT and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to the WYDOT'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 the 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 the WYDOT.
- P. Applicability of Appendix II to 2 CFR Part 200.** This Agreement has been funded, in whole or in part, with an Award of Federal funds and is bound by the federal contract provisions required by the Uniform Guidance Appendix II of 2 CFR Part 200 (the Federal Contract Provisions), incorporated herein by this reference. In the event of a conflict between the Special Provisions section of this Agreement, or any attachments or exhibits incorporated herein, and the Federal Contract Provisions, the Federal Contract Provisions shall control. Failure to comply with the Federal Contract Provisions shall constitute an event of default under this Agreement. If such a default remains uncured five (5) calendar days following the termination of a thirty (30) day prior written notice period, the WYDOT may terminate this Agreement. This remedy will be in addition to any other remedy available to the State of Wyoming and the WYDOT under this Agreement, at law, or in equity.

15. 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. Subrecipient shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the WYDOT.
- D. Audit and Access to Records.** The WYDOT and its representatives shall have access to any books, documents, papers, electronic data, and records of Subrecipient which are pertinent to this Agreement. Subrecipient shall immediately, upon receiving written instruction from the WYDOT, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of Subrecipient which are pertinent to this Agreement. Subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the WYDOT.

- E. Availability of Funds.** Each payment obligation of the 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 the WYDOT at the end of the period for which the funds are available. The WYDOT shall notify 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 WYDOT in the event this provision is exercised, and the 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 Agreements.** The WYDOT may award supplemental or successor contracts for work related to this Agreement or may award contracts to other subrecipients for work related to this Agreement. Subrecipient shall cooperate fully with other subrecipients and the WYDOT in all such cases.
- G. Compliance with Laws.** 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 WYDOT for its release. If and when the Subrecipient receives a request for information subject to this Agreement, the Subrecipient shall notify the WYDOT within ten (10) days of such request and shall not release such information to a third party unless directed to do so by the WYDOT.
- I. Entirety of Agreement.** This Agreement, consisting of fourteen (14) pages; Attachment A, Federal Certifications and Assurances, consisting of seven (7) pages; and the Federal Contract Provisions, 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.** 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 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.** 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, Subrecipient shall be free from control or direction over the details of the performance of services under this Agreement. Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by 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 Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the WYDOT or to incur any obligation of any kind on behalf of the State of Wyoming or the WYDOT. 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 Subrecipient or 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 under this Agreement.
- P. Ownership and Return of Documents and Information.** The WYDOT is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by 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 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.

- 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. 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.
- S. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and the WYDOT expressly reserve sovereign immunity by entering into this Agreement and 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.
- T. Taxes.** Subrecipient shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- U. Termination of Agreement.** This Agreement may be terminated, without cause, by the WYDOT upon thirty (30) days written notice. This Agreement may be terminated by the WYDOT immediately for cause if Subrecipient fails to perform in accordance with the terms of this Agreement.
- V. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this 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.
- W. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- X. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.

- Y. 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.
- Z. 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 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 WYDOT.
- AA. 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 WYDOT.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

16. **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.

WYDOT - HIGHWAY SAFETY PROGRAM APPROVAL

Thomas M. DeHoff

Oct 22, 2024

Thomas M. DeHoff, P.E., Assistant Chief Engineer, Operations

Date

WYDOT - HIGHWAY SAFETY PROGRAM APPROVAL

Matt Carlson
Matt Carlson (Oct 22, 2024 07:50 MDT)

Oct 22, 2024

Matthew D. Carlson, P.E., State Highway Safety Engineer

Date

SUBRECIPIENT: AUTHORIZING OFFICIAL

Name: Brian Lovett

Title: Chairman

Phone: 307-633-4260

Email: commissioners@laramiecountywy.gov

Brian Lovett

10/18/24

Signature

Date

SUBRECIPIENT: AUTHORIZING OFFICIAL

Name: Brian Kozak

Title: Sheriff

Phone: 307-640-7612

Email: brian.kozak@laramiecountywy.gov

Brian Kozak

10-15-24

Signature

Date

SUBRECIPIENT: PROJECT DIRECTOR

Name: Sandra Bay

Title: Grants Manager

Phone: 307-633-4201

Email: sandra.bay@laramiecountywy.gov

Sandra Bay

10/14/24

Signature

Date

SUBRECIPIENT: ATTESTATION

Name: Debra Lee

Title: County Clerk

Phone: 307-633-4268

Email: debra.lee@laramiecountywy.gov

Debra Lee

10-18-2024

Signature

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Madison Barber #243573
Madison Barber, Assistant Attorney General

7.25.24

Date

ATTACHMENT A

It is hereby understood that the Agreement, when approved and signed by all concerned parties, shall constitute an agreement by the Subrecipient to perform in accordance with the terms of this attachment, taken as a whole. The attachment is based on the Federal guidelines found in Appendix A to Part 1300 – Certifications and Assurances for Highway Safety Grants.

1. **Nondiscrimination.** The Subrecipient will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:
 - A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, or national origin);
 - B. 49 CFR Part 21 (entitled Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
 - C. 28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
 - D. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - E. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR Part 27;
 - F. The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, Subrecipients, and contractors, whether such programs or activities are Federally funded or not);
 - G. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 *et seq.*), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
 - H. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
 - I. Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities,

public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR Parts 37 and 38;

- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
 - K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
 - L. Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government (advancing equity across the Federal government); and
 - M. Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).
2. **Political Activities (Hatch Act)**. The Subrecipient will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
3. **Certification Regarding Federal Lobbying**. The Subrecipient certifies, to the best of its knowledge and belief, that:
- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - B. 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 Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- C. The Subrecipient shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grant, 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 Title 31, U.S. Code, Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000.00) and not more than one hundred thousand dollars (\$100,000.00) for each such failure.

4. **Restriction on State Lobbying.** None of the funds under this program shall be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect e.g., "grassroots" lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

5. **Certification Regarding Debarment and Suspension.**

- A. By executing this Agreement, the Subrecipient is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when the WYDOT determined to enter into this transaction. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available, to the Federal Government or the WYDOT may terminate this transaction for cause or default or may pursue suspension or debarment.
- C. The Subrecipient shall provide immediate written notice to the WYDOT to which this proposal is submitted if at any time the Subrecipient learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms *covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR Part 180 and

1200. The Subrecipient may contact the WYDOT for assistance in obtaining a copy of those regulations.

- E. The Subrecipient shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the National Highway Traffic Safety Administration (NHTSA).
- F. The Subrecipient will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” provided by the WYDOT without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
- G. The Subrecipient in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The Subrecipient is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each Subrecipient may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the Subrecipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under Section 3, Certification Regarding Federal Lobbying of these assurances, if the Subrecipient in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the WYDOT may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend the Subrecipient, or take other remedies as appropriate.

6. **Certification Regarding Debarment, Suspension, and Other Responsibility Matters—
Primary Covered Transactions.**

- A. The Subrecipient, by signing this Agreement, acknowledges that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
 - B. Where the Subrecipient is unable to certify to any of the Statements in this certification, the Subrecipient shall provide the WYDOT with a written explanation.
7. **Buy American Act.** The Subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or Subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five percent (25%). In order to use Federal funds to purchase foreign produced items, the WYDOT must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.
8. **Certification on Conflict of Interest. General Requirements:**
- A. No employee, officer, or agent of the WYDOT or its Subrecipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any sub-award, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such sub-award. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a sub-award. Based on this policy:
 - (i) The Subrecipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - (a) The code or standards shall provide that the Subrecipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - (b) The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.

- (ii) The Subrecipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

9. **Disclosure Requirements.** The WYDOT nor its Subrecipient, including its officers, employees, or agents, shall not perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

- A. The Subrecipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the Subrecipient has taken or proposes to take to avoid or mitigate such conflict.
- B. NHTSA will review the disclosure and may require additional relevant information from the Subrecipient. If a conflict of interest is found to exist, NHTSA may:
 - (i) terminate the award, or
 - (ii) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
- C. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one (1) year of the date of award. Key personnel shall include any person owning more than a twenty percent (20%) interest in the Subrecipient, and the officers, employees, or agents of the Subrecipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

10. **Prohibition on Using Grant Funds to Check for Helmet Usage.** The WYDOT and the Subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

11. **Policy on Seat Belt Use.** In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally owned vehicles. NHTSA is responsible for

providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. The Subrecipient can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

12. **Policy on Banning Text Messaging While Driving.** In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, and USDOT Order 3902.10, Text Messaging While Driving, the WYDOT encourages the Subrecipient to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. The WYDOT also encourages the Subrecipient to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and provide education, awareness, and other outreach to employees about the safety risks associated with texting while driving.