

**AGREEMENT TO PROVIDE ADVANCED IMPAIRED DRIVING DETECTION
TRAINING
between
LARAMIE COUNTY, WYOMING and Justin Richard George.**

This Agreement is made and entered into by and between Laramie County, Wyoming, 310 W. 19th Street, Suite 300, Cheyenne, Wyoming, 82003 ("COUNTY") and Justin George (Address) 1545 County Road 103, Evanston, Wyoming 82930 ("CONTRACTOR").

I. PURPOSE

The CONTRACTOR is to coordinate with the COUNTY on providing Advanced Impaired Driving Detection Training throughout the State of Wyoming.

II. TERM

This Agreement shall commence on the date last executed by the duly authorized representatives of the parties to this Agreement, and shall remain in force until the project is completed by CONTRACTOR and accepted by COUNTY as set forth in the Agreement.

III. PAYMENT

COUNTY shall pay CONTRACTOR for services upon receipt of the CONTRACTOR'S invoice to the COUNTY. Payment will be made to CONTRACTOR for costs upon invoice. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended). This project is being paid for with National Highway Traffic Safety Administration Funds (ALN #20.616).

IV. RESPONSIBILITIES OF CONTRACTOR

- A. CONTRACTOR shall provide training as directed by the COUNTY to help maintain Drug Recognition Experts across the State of Wyoming as stated in Attachment A.
- B. CONTRACTOR shall maintain and provide proof of certification to the COUNTY prior to any scheduled training.
- C. CONTRACTOR shall follow federal per diem and mileage rates for travel. CONTRACTOR shall also supply tax-exempt number to hotels.
- D. CONTRACTOR shall provide an invoice and associated receipts to the DRE Coordinator within five (5) working days from the completion of the services being provided.
- E. CONTRACTOR agrees to retain all required records for three (3) years after the County makes final payment and all other matters relating to the Agreement are

concluded. CONTRACTOR agrees to permit access by the COUNTY or any of its duly authorized representatives to any books, documents, papers and records of the CONTRACTOR, which are directly pertinent to this specific Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions.

V. RESPONSIBILITIES OF COUNTY

- A. COUNTY shall coordinate and administer the Wyoming Advanced Impaired Driving Detection Training (DRE) Program and/or any other appropriate training as approved by the administrator of the grant.
- B. COUNTY will provide reimbursement of travel expenses within 45 days of final invoice being submitted.

VI. GENERAL PROVISIONS

A. Termination: This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

B. Entire Agreement: This Agreement (5 pages), Attachment A, Highway Safety Program Sub-Award Agreement between the Wyoming Department of Transportation Highway Safety Program and the Laramie County Sheriff's Office (34 pages), represent the entire and integrated agreement and understanding between the parties and supersede all prior negotiations, statements, representations and agreements, whether written or oral.

C. Assignment: Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

D. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

E. Invalidity: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable.

F. Applicable Law and Venue: The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing

provisions of this paragraph are agreed by the parties to be a material inducement to CONTRACTOR and to COUNTY in executing this Agreement. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement.

G. Contingencies: CONTRACTOR certifies and warrants 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.

H. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.

I. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

J. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/ Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.

K. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of CONTRACTOR for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.

L. Third Parties: 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 the Agreement, and shall inure solely to the benefit of the parties to this Agreement.

M. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity, which would constitute a conflict of interest relative to this Agreement.

N. Force Majeure: Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said

party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

O. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of funds, which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services, which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

P. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

Q. Compliance with Law: CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

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**AGREEMENT TO PROVIDE ADVANCED IMPAIRED DRIVING DETECTION
TRAINING**

between

LARAMIE COUNTY, WYOMING and Justin Richard George.

Signature Page

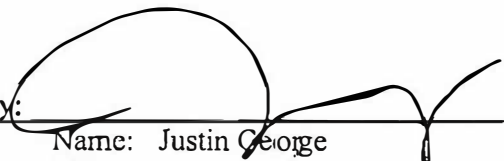
LARAMIE COUNTY, WYOMING

By: _____ Date _____
Chairman, Laramie County Commissioners

ATTEST:


By: _____ Date _____
Debra Lee, Laramie County Clerk

CONTRACTOR: Justin George

By:  _____ Date 6-19-2024
Name: Justin George
Title: Sergeant

This Agreement is effective the date of the last signature affixed to this page.

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  _____ Date 4/20/24
Laramie County Attorney's Office

231121-17

**HIGHWAY SAFETY PROGRAM FEDERAL FISCAL YEAR (FFY) 2024 SUB-AWARD
AGREEMENT BETWEEN THE WYOMING DEPARTMENT OF TRANSPORTATION
HIGHWAY SAFETY PROGRAM AND LARAMIE COUNTY SHERIFF'S OFFICE**

I. Sub-Recipient Contact Information	
Sub-Recipient: Laramie County Sheriff's Office Mailing Address: 1910 Pioneer Avenue Sub-Recipient Unique Entity Identifier: E9DLJC1HGNQ8 Sub-Recipient Expenditure Amount: \$300,000.00	Sub Award Title: Advanced Impaired Driving Detection Training and Coordination City, State Zip: Cheyenne, Wyoming 82001-4449 Budget Period: October 1, 2023, or the Effective Date – September 30, 2024 Sub-Recipient Indirect Rate: 10%
II. Highway Safety Program Contact Information	
Program Manager Name: Karson James Telephone: 307-777-4200 Email: karson.james@wyo.gov	Grant Manager Name: Melissa Gribble Telephone: 307-777-4199 Email: melissa.gribble5@wyo.gov
III. Highway Safety Program Award Information	
HSP Project Number: M5IDC-2024-BI-ID-01 WYDOT Project Number: HS4D524 Funding Source: 405d Is Award for Research or Development? No Total Expenditure Amount: \$330,000.00 Total Approved Funds: \$366,300.00	Program Area: 405d Impaired Driving Mid WYDOT Activity Number: SIDP Federal Percent: 90.49% Performance Period: October 1, 2023 – January 28, 2025 WYDOT Indirect Rate: 11% Local Benefit: \$0.00
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: 20.616 Assistance Listing Title: National Priority Safety Programs Federal Award Name: Highway Safety Behavioral Program (HSO)	
FAIN: 69A3752330000405DWYM Federal Award Date: 11/30/2022 Total Federal Award: \$1,380,242.67 Amount of Federal Funds Obligated by Action: \$298,617.00 Total Amount of Funds Obligated: \$331,464.87	FAIN: Not Applicable (N/A) Federal Award Date: N/A Total Federal Award: N/A Amount of Federal Funds Obligated by Action: N/A Total Amount of Funds Obligated: N/A

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 82009-3340, to Laramie County Sheriff's Office (Sub-Recipient), 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 the Sub-Recipient and the WYDOT in the administration of the Highway Safety Behavioral Program and establish all grant requirements outlined by the WYDOT and all applicable State and Federal regulations.
3. **Term of Agreement.** The term of this Agreement is from October 1, 2023, or the Effective Date, whichever is later, through January 28, 2025. The Sub-Recipient's Budget Period is from October 1, 2023, or the Effective Date, whichever is later, through September 30, 2024. The WYDOT's Performance Period is from October 1, 2023, through January 28, 2025.
4. **Problem Statement.** Wyoming's alcohol and drug involved crashes have steadily increased despite enforcement and prevention efforts from the state's seventy-six (76) active law enforcement agencies. Removing impaired drivers from Wyoming roads requires the ability to detect drivers under the influence of alcohol, drugs and/or prescription medication. This technical work significantly impacts law enforcement's time evidenced by the number of hours of training required to detect impaired drivers while investigating traffic crashes to enforce Wyoming's impaired driving laws.

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 2018 to 2022, impaired driving crashes contributed to 41.5% of fatal crashes, 12.9% of injury crashes and 7.3% of property damage only crashes. Impaired driving crashes averaged 53 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) convictions of 16% from 2021 to 2022, which can be attributed to an increase in impaired driving, sustained high visibility enforcement (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 2022 reported DUIs accounted for 30.86% of all statewide arrests with an average blood alcohol content (BAC) of 0.16. Additionally, 53% of people arrested for DUI had a reported BAC level above 0.16 and 14% had a BAC of 0.24 or greater.

5. **Scope of Work.** This project will lead the efforts in training new and veteran peace officers, judicial officials and traffic safety advocates on the emerging trends of impaired driving on the road and in courtroom tactics. Officers having proper training and skill to

detect alcohol and/or drug impaired drivers will help reduce the overall number of impaired driving fatalities and serious injuries.

6. **Performance Measures.** The Safety Management System (SMS) Committee analyzes the five (5) and ten (10) year running averages along with recent trends to determine the new performance targets. 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), Federal Highway Administration (FHWA)).
- B. C-2 Number of Serious Injuries in Traffic Crashes (State).
- C. C-5 Number of fatalities in crashes involving a driver or motorcycle operator with a BAC of 0.08 and above (FARS).
- D. S-2 Number of Drug Involved Fatal and Serious Injuries.

7. **Goals.** The Sub-Recipient shall complete the following:

- A. Administer the Advanced Impaired Driving Detection Training and Coordination; coordinate the education and training of local law enforcement officers to become Drug Recognition Experts (DREs), coordinate recertification courses, and also coordinate trainings on Impaired Driving.
- B. Train and educate judicial officials, and traffic safety advocates on emerging trends of impaired driving on the road, as well as, educating on courtroom tactics.
- C. Notify the WYDOT immediately if they are unable to fulfill the stated objectives, for any reason, to discuss alternate plans.

8. **Deliverables.** The Sub-Recipient agrees to:

- A. Administer the Advanced Impaired Driving Detection Training and Coordination, as outlined in Attachment B, Deliverables, which is attached to and incorporated into this Agreement by this reference.

9. **Project Budget.** The WYDOT agrees to reimburse the Sub-Recipient actual costs up to the cost-not-to-exceed (Grant Expenditure Amount) specified below:

A. **Cost Summary.**

Personnel Services	\$140,592.00
Out-of-State Travel	\$20,000.00
In-State Travel	\$10,000.00
Equipment	\$4,000.00
Other Direct Costs	\$125,408.00
Sub-Recipient Expenditure Amount	\$300,000.00

Indirect (10%)		\$30,000.00
	Grant Expenditure Amount	\$330,000.00
WYDOT ICAP (11%)		\$36,300.00
	Total	\$366,300.00

B. NOTES.

- (i) The Sub-Recipient shall submit all requests for reimbursement to the WYDOT no later than October 15, 2024.
- (ii) Any cost modification of the budget must be approved by the WYDOT.
- (iii) The Sub-Recipient shall have documentation and an evaluation for all purchases.
- (iv) The Sub-Recipient shall notify the WYDOT immediately if they are unable to spend the budgeted amount, for any reason, to discuss alternate plans.

10. Travel/Training Requirements.

A. As long as the following conditions are met, the WYDOT shall reimburse the Sub-Recipient for travel and training requirements.

- (i) At least thirty (30) days prior to incurring any costs, the Sub-recipient shall submit an out-of-state request form to the WYDOT and receive its approval.
- (ii) After receiving approval and after the trainee has returned from the trip, the Sub-Recipient shall submit a trip report with the request for reimbursement to the WYDOT. The trip report will include the conference agenda, a list of conference sessions attended by the trainee and an explanation of how the session relates to traffic safety, and all receipts for the previously approved reimbursable expenses.

11. Equipment.

A. The Sub-Recipient is authorized to purchase equipment as follows:

- (i) **Non Major Equipment** – up to four thousand dollars (\$4,000.00) for one (1) desktop computer and one (1) laptop. *[Including 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 the Sub-Recipient.

12. Project Evaluation/Reporting.

- A. Monthly/Bi-Monthly/Quarterly Report.** The Sub-Recipient shall provide a description of the activities that have been performed during the reporting period toward the overall objectives of the project. The report must include all time reporting events participated in, earned and paid media produced, meeting agendas (to include a list of all attendees), meeting minutes, training report for any attended training and any other supplemental documentation that supports grant related expenditures. All reports must be received by the WYDOT on or before the 15th of the following month, unless a written extension is approved by the WYDOT.
 - B. Annual Report.** The Sub-Recipient shall provide a comprehensive summarized final reporting of all project activities occurring during the project period by October 15, 2024. Report must include project successes or challenges, appropriate strategies used and results, and how to improve the project for the next fiscal year. If a report is not provided, final payment will be delayed until documentation is received by the WYDOT.
- 13. Seat Belt Policy.** The Sub-Recipient 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. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org.
- 14. Special Provisions.**

 - A. Assumption of Risk.** The Sub-Recipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Sub-Recipient's failure to comply with state or federal requirements. The WYDOT shall notify the Sub-Recipient of any state or federal determination of noncompliance.
 - B. Environmental Policy Acts.** The Sub-Recipient 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.** The Sub-Recipient 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 Sub-Recipient 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, the Sub-Recipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the Sub-Recipient or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, agreement, 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 the Sub-Recipient 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 Sub-Recipient 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 Sub-Recipient 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, the Sub-Recipient 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 Sub-Recipient 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.** The Sub-Recipient 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 the WYDOT.
- L. Copyright License and Patent Rights.** The Sub-Recipient 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 the Sub-Recipient purchases ownership using funds awarded under this Agreement. The Sub-Recipient 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.** The Sub-Recipient 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 Sub-recipient 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, the Sub-Recipient 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.** The Sub-Recipient 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 Sub-Recipient 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.** The Sub-Recipient 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. Federal Certifications and Assurances.** The Sub-Recipient shall comply with all the requirements set in Attachment A, Federal Certification and Assurances, which is attached to and incorporated into this Agreement by this reference.

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. The Sub-Recipient 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 the Sub-Recipient which are pertinent to this Agreement. The Sub-Recipient 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 the Sub-Recipient which are pertinent to this Agreement. The Sub-Recipient 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 the Sub-Recipient 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 Sub-Recipients for work related to this Agreement. The Sub-Recipient shall cooperate fully with other Sub-recipients and the WYDOT in all such cases.
- G. Compliance with Laws.** The Sub-Recipient 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. Entirety of Agreement.** This Agreement, consisting of twelve (12) pages; Attachment A, Federal Certifications and Assurances, consisting of twenty (20) pages, and Attachment B, Deliverables, consisting of two (2) 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.
- I. Ethics.** The Sub-Recipient 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 Sub-Recipient's profession.
- J. 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.
- K. 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.
- L. 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.
- M. Independent Contractor.** The Sub-Recipient 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 Sub-Recipient shall be free from control or direction over the details of the performance of services under this Agreement. The Sub-Recipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Sub-Recipient 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 Sub-Recipient 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. The Sub-Recipient 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 Sub-Recipient or the Sub-Recipient's agents or employees as a result of this Agreement.

- N. 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.

- O. 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 the Sub-Recipient in the performance of this Agreement. Upon termination of services, for any reason, the Sub-Recipient 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.

- P. 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).

- Q. 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.

- R. 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 the Sub-Recipient 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.



- S. Taxes.** The Sub-Recipient 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.
- T. 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 the Sub-Recipient fails to perform in accordance with the terms of this Agreement.
- U. 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.
- V. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- W. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- X. 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.
- Y. 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 Sub-Recipient 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.
- Z. Insurance Requirements.** The Sub-Recipient 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.

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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.

SUB-RECIPIENT: AUTHORIZING OFFICIAL NAME: Troy Thompson TITLE: Chairman PHONE: 307-633-4260 EMAIL: commissioners@laramiecountywy.gov SIGNATURE:  DATE: Nov 21, 2023	SUB-RECIPIENT: AUTHORIZING OFFICIAL NAME: Brian Kozak TITLE: Sheriff PHONE: 307-633-4201 EMAIL: brian.kozak@laramiecountywy.gov SIGNATURE:  DATE: 11-13-23
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SUB-RECIPIENT: PROJECT DIRECTOR NAME: Sandra Bay TITLE: Grants Manager PHONE: 307-633-4201 EMAIL: sandra.newland@laramiecountywy.gov SIGNATURE:  DATE: 11/13/23	RECEIVED AND APPROVED AS TO FORM ONLY BY THE DEPUTY LARAMIE COUNTY ATTORNEY  11-13-23
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SUB-RECIPIENT: COUNTY CLERK - ATTESTATION NAME: Debra Lee TITLE: County Clerk PHONE: 307-633-4268 EMAIL: debra.lee@laramiecountywy.gov SIGNATURE:  DATE: Nov 21, 2023

WYDOT - HIGHWAY SAFETY PROGRAM APPROVAL SIGNATURE:  <small>Matt Carlson (Nov 27, 2023 08:40 MST)</small> DATE: Nov 27, 2023

WYDOT APPROVAL SIGNATURE:  DATE: Nov 27, 2023

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

 234348 September 18, 2023
A9517C852CFA499
 Tyler M. Renner, Supervising Attorney General Date

ATTACHMENT A

It is hereby understood that the Agreement, when approved and signed by all concerned parties, shall constitute an agreement by the Sub-Recipient to perform in accordance with the terms of this attachment, taken as a whole. The Agreement is based on the WYDOT procedures and Federal guidelines found in 2 CFR 200.

1. **Non Discrimination.** The Sub-Recipient 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, national origin) and 49 CFR part 21;
 - B. 49 CFR part 21 (entitled Non-discrimination 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, Sub-Recipients 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. 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;

- I. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- J. 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, Sub-Recipients and contractors, whether such programs or activities are Federally-funded or not);
- K. 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;
- L. Executive Order 12898, Federal Actions To Address Environmental Justice in Minority Populations and Low-Income Populations (prevents 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);
- M. *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));
- N. Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government (advancing equity across the Federal government);
- O. 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).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

2. **General Assurances.** In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Sub-Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Sub-Recipient receives Federal financial assistance from DOT, including NHTSA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Sub-Recipient, so long as any portion of the program is Federally assisted.

3. **Specific Assurances.** More specifically, and without limiting the above general Assurance, the Sub-Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

A. The Sub-Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

B. The Sub-Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The [name of Sub-Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

C. The Sub-Recipient will insert the clauses of Appendix A and E of this Assurance (also referred to as USDOT Order 1050.2A) in every contract or agreement subject to the Acts and the Regulations.

D. The Sub-Recipient will insert the clauses of Appendix B of USDOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Sub-Recipient.

E. That where the Sub-Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

- F. That where the Sub-Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
- G. That the Sub-Recipient will include the clauses set forth in Appendix C and Appendix D of USDOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
- (i) for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - (ii) for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- H. That this Assurance obligates the Sub-Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Sub-Recipient, or any transferee for the longer of the following periods:
- (i) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - (ii) the period during which the Sub-Recipient retains ownership or possession of the property.
- I. The Sub-Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
- J. The Sub-Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Sub-Recipient also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's

access to records, accounts, documents, information, facilities, and staff. The Sub-Recipient also recognizes that the Sub-Recipient must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. The Sub-Recipient must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Sub-Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under WYDOT's Highway Safety Grant Program. This ASSURANCE is binding on the WYDOT, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors' transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing the Agreement is/are authorized to sign this ASSURANCE on behalf of WYDOT.

4. **The Drug-Free Workplace Act of 1988.** The Sub-Recipient will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing a drug-free awareness program to inform employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Sub-Recipients policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs;
 - (iv) The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 - (v) Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - C. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (i) Abide by the terms of the statement;
 - (ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

- D. Notifying the WYDOT within ten (10) days after receiving notice under subparagraph (C)(ii) from an employee or otherwise receiving actual notice of such conviction;
 - E. Taking one (1) of the following actions, within thirty (30) days of receiving notice under subparagraph (C)(ii), with respect to any employee who is so convicted—
 - (i) Taking appropriate personnel action against such an employee, up to and including termination;
 - (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs in this section.
5. **Political Activities (Hatch Act).** The Sub-Recipient 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.
6. **Certification Regarding Federal Lobbying.** The Sub-Recipient 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 Sub-Recipient, 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - C. The Sub-Recipient shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all Sub-Recipients 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 ten thousand dollars (\$10,000.00) and not more than one hundred thousand dollars (\$100,000.00) for each such failure.

7. **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.
8. **Certification Regarding Debarment and Suspension.**
 - A. By executing this Agreement, the Sub-Recipient is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
 - B. The inability of the Sub-Recipient to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Sub-Recipient shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the WYDOT’s determination whether to enter into this transaction. However, failure of the primary Sub-Recipient to furnish a certification or an explanation shall disqualify the Sub-Recipient from participation in this transaction.
 - C. 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 Sub-Recipient 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.
 - D. The Sub-Recipient shall provide immediate written notice to the WYDOT to which this proposal is submitted if at any time the Sub-Recipient learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 - E. The terms *covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, 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. You may contact the WYDOT for assistance in obtaining a copy of those regulations.

- F. The Sub-Recipient 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 NHTSA.
 - G. The Sub-Recipient 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 1300.
 - H. The Sub-Recipient 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 Sub-Recipient may decide the method and frequency by which it determines the eligibility of its principals. Each Sub-Recipient may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
 - I. 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 a Sub-Recipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - J. Except for transactions authorized under section 6 Certification Regarding Federal Lobbying of these assurances, if a Sub-Recipient 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 you, or take other remedies as appropriate.
9. **Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Covered Transactions.**
- A. The Sub-Recipient certifies to the best of its knowledge and belief, that its principals:
 - (i) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

- (ii) Have not within a three (3)-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
- (iii) Are not presently indicted for or otherwise criminally or civilly charged by a by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in subsection (B) of this certification; and
- (iv) Have not within a three (3)-year period preceding this application/proposal had one (1) or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the Sub-Recipient is unable to certify to any of the Statements in this certification, such Sub-Recipient shall attach an explanation to this proposal.

10. **Instructions for Lower Tier Certification.**

- A. By signing this Agreement the lower tier Sub-Recipient is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier Sub-Recipient knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the WYDOT with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The lower tier Sub-Recipient shall provide immediate written notice to the WYDOT, the persons to which this agreement is signed, if at any time the lower tier Sub-Recipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered *transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the WYDOT for assistance in obtaining a copy of those regulations.

- E. The lower tier Sub-Recipient 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 NHTSA.
 - F. The lower tier Sub-Recipient will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” 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 1300.
 - G. A Sub-Recipient in a covered transaction may rely upon a certification of a Sub-Recipient 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. A Sub-Recipient may decide the method and frequency by which it determines the eligibility of its principals. Each Sub-Recipient may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
 - 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 a Sub-Recipient 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 subsection E of these instructions, if a participant 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 department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.
11. **Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions.**
- A. The lower tier Sub-Recipient certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - B. Where the lower tier Sub-Recipient is unable to certify to any of the statements in this certification, such Sub-Recipient shall attach an explanation to this proposal.

12. **Buy American Act.** The Sub-Recipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or sub-recipient, 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.
13. **Certification on Conflict of Interest.** General Requirements.
- A. No employee, officer or agent of the WYDOT or its Sub-Recipient 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 Sub-Recipient 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.
- (ii) The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
- B. The Sub-Recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.
14. **Disclosure Requirements.** The WYDOT nor its Sub-Recipient, including its officers, employees or agents, shall 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 Sub-Recipient 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 Sub-Recipient 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 Sub-Recipient. 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 a Sub-Recipient, and the officers, employees or agents of a Sub-Recipient 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.

15. **Prohibition on Using Grant Funds to Check for Helmet Usage.** The WYDOT and the Sub-Recipient 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.

16. **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 Subrecipients 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 Sub-Subrecipients 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 education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

17. **Records Retention.** Sub-Recipient must maintain financial records, supporting documents, statistical records, and all other records pertinent to the Federal award for a period of three (3) years from the date of submission of the Annual Report. If any litigation, claim, or audit is started before the expiration of the three (3)-year period, the records must

be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. Records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.

18. **Funding.** The Sub-Recipient will utilize funds provided to supplement and not to supplant state and local funds otherwise available for these purposes. Funds are to be expended only for purposes and activities approved in the sub-award agreement. Reimbursement will be made periodically by the WYDOT based on approved requests for reimbursement. If matching funds are required, the Sub-Recipient will expend them from nonfederal sources, which must be spent no later than thirty (30) days following the completion of the project.
19. **Cost Principles and Grant Management.** The eligibility of costs incurred and the management of this project shall be determined in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
20. **Obligation of Funds.** Federal funds may not be obligated prior to the Effective Date or subsequent to the termination date of the Budget Period. Requests for reimbursement outstanding at the termination date of the Budget Period must be made within thirty (30) days or those funds may not be paid.
21. **Program Income.** The WYDOT safety programs encourage Sub-Recipients to earn income to help defray program costs, but there are federal regulations that must be followed. Program income is defined as gross income received by the WYDOT and/or Sub-Recipient directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. Income earned by the Sub-Recipient with respect to the conduct of the project (sale of publications, registration fees, service charges, donations for child safety seats, etc.) must be accounted and income applied to project purposes, used to reduce project costs, or be used to meet cost WYDOT matching requirements. The Sub-Recipient is responsible for reporting all program income according to federal and state requirements.
22. **Purchases.** Sub-Recipients shall follow such policies and procedures allowed by the WYDOT when procuring property and services under this Federal award.
23. **Third Party Participants.** No contracts or agreements may be entered into by the Sub-Recipient related to this project which are not incorporated into the sub-award agreement and approved in advance by the WYDOT. The Sub-Recipient will retain ultimate control and responsibility for the project. The WYDOT shall be provided with a copy of all contracts and agreements entered into by the Sub-Recipient. Any contract or agreement must allow for the greatest competition practicable and evidence of such competition or justification for a negotiated contract or agreement shall be provided to the WYDOT.
24. **Participation by Disadvantaged Business Enterprises.** The Sub-Recipient agrees to take all necessary and reasonable steps in accordance with Title 49, CFR, Subtitle A, Part 26 to

ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Sub-Recipients shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any subcontracts financed in whole or in part with federal funds.

25. **Wyoming Standard Field Sobriety Testing.** All law enforcement officers who are performing impaired driving enforcement activities with funding from the WYDOT must be in compliance with the current Wyoming Standards for Field Sobriety Testing Standards.
26. **System for Award Management (SAM) and Unique Entity Identification (UEI).** The Sub-Recipient is required to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by the WYDOT.
27. **Conflict of Interest.** The Sub-Recipient/Local Public Agency (LPA)/Sponsor must disclose in writing any potential conflict of interest to the WYDOT including financial or other personal interests.
28. **Mandatory Disclosures.** The Sub-Recipient/LPA/Sponsor must disclose, in a timely manner, in writing to the 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.
29. **Procurements by States.** Sub-Recipient must follow the procurement standards in 2 C.F.R. §200.318 through 200.327.
30. **Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**
 - A. Sub-Recipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
 - B. Affirmative steps must include:
 - (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (v) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (vi) Requiring the Sub-Recipient, if subcontracts are to be let, to take the affirmative steps listed in paragraphs subsections (i) through (v) of this section.

31. Domestic preferences for procurements.

- A. As appropriate and to the extent consistent with law, the Sub-Recipient should, to the greatest extent practicable under a Federal award, provide 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). The requirements of this section must be included in all sub awards including all contracts and purchase orders for work or products under this award.
- B. For purposes of this section:
 - (i) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (ii) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

32. Monitoring and reporting program performance.

- A. **Monitoring by the non-Federal entity.** The WYDOT is responsible for oversight of the operations of the Federal award supported activities. The WYDOT must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the WYDOT must cover each program, function or activity. See 2 C.F.R. §200.332.
- B. **Reporting program performance.** The WYDOT must use OMB-approved common information collections, as applicable, when providing financial and

performance reporting information. As appropriate and in accordance with above mentioned information collections, the Sub-Recipient must relate financial data and accomplishments to performance goals and objectives of the Federal award. Also, in accordance with above mentioned common information collections, and when required by the terms and conditions of the Federal award, the Sub-Recipient must provide cost information to demonstrate cost effective practices (e.g., through unit cost data). In some instances (e.g., discretionary research awards), this will be limited to the requirement to submit technical performance reports (to be evaluated in accordance with the WYDOT's policy). Reporting requirements must be clearly articulated such that, where appropriate, performance during the execution of the Federal award has a standard against which the WYDOT's performance can be measured.

C. Non-construction performance reports. The WYDOT must use standard, government wide OMB-approved data elements for collection of performance information including performance progress reports, Research Performance Progress Reports.

(i) As appropriate in accordance with above mentioned performance reporting, these reports will contain, for each Federal award, brief information on the following unless other data elements are approved by OMB in the WYDOT's information collection request:

(a) A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful. Where performance trend data and analysis would be informative to the NHTSA program, NHTSA should include this as a performance reporting requirement.

(b) The reasons why established goals were not met, if appropriate.

(c) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

D. Significant developments. Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the Sub-Recipient must inform the NHTSA or the WYDOT as soon as the following types of conditions become known:

(i) Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must

include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

- (ii) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

- F. **Site visits.** NHTSA may make site visits as warranted by program needs.
- G. **Performance report requirement waiver.** NHTSA may waive any performance report required by this part if not needed.

33. **Requirements for pass-through entities.**

- A. All pass-through entities (PTE) must:
 - (i) Ensure that every sub-award is clearly identified to the Sub-Recipient as a sub-award and includes the following information at the time of the sub-award and if any of these data elements change, include the changes in subsequent sub-award modification. When some of this information is not available, the WYDOT must provide the best information available to describe the Federal award and sub-award. Required information includes:
 - (a) Federal award identification.
 - (1) Sub-Recipient name (which must match the name associated with its unique entity identifier);
 - (2) Sub-Recipient's unique entity identifier (UEI);
 - (3) Federal Award Identification Number (FAIN);
 - (4) Federal Award Date (see the definition of Federal award date in §200.1 of this part) of the award to the WYDOT by NHTSA;
 - (5) Sub-award Period of Performance Start and End Date;
 - (6) Sub-award Budget Period Start and End Date;
 - (7) Amount of Federal Funds Obligated by this action by the WYDOT to the Sub-Recipient;

- (8) Total Amount of Federal Funds Obligated to the Sub-Recipient by the WYDOT including the current financial obligation;
 - (9) Total Amount of the Federal Award committed to the Sub-Recipient by the WYDOT;
 - (10) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
 - (11) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the WYDOT;
 - (12) Assistance Listings number and Title; the WYDOT must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement;
 - (13) Identification of whether the award is R&D; and
 - (14) Indirect cost rate for the Federal award (including if the de minimis rate is charged) per §200.414.
- B.** All requirements imposed by the WYDOT on the Sub-Recipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award;
- C.** Any additional requirements that the WYDOT imposes on the Sub-Recipient in order for the WYDOT to meet its own responsibility to NHTSA including identification of any required financial and performance reports;
- D.** Approve a federally recognized indirect cost rate, possibly negotiated between the Sub-Recipient and NHTSA. If no approved rate exists, the WYDOT must determine the appropriate rate in collaboration with the Sub-Recipient, which is either:
- (i) The negotiated indirect cost rate between the WYDOT and the Sub-Recipient; which can be based on a prior negotiated rate between a different PTE and the same Sub-Recipient. If basing the rate on a previously negotiated rate, the WYDOT is not required to collect information justifying this rate, but may elect to do so;
 - (ii) The de minimis indirect cost rate.

- (a) The WYDOT must not require use of a de minimis indirect cost rate if the Sub-Recipient has a federally approved rate. Sub-Recipients can elect to use the cost allocation method to account for indirect costs in accordance with 2 C.F.R. §200.405(d).
- E. Appropriate terms and conditions concerning closeout of the sub-award.
 - (i) Evaluate each Sub-Recipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the sub award for purposes of determining the appropriate Sub-Recipient monitoring described in the subsections (D) and (E) of this section, which may include consideration of such factors as:
 - (ii) The Sub-Recipient's prior experience with the same or similar sub-awards;
 - (iii) The results of previous audits including whether or not the Sub-Recipient receives a Single Audit in accordance with 2 CFR Part 200 Subpart F, and the extent to which the same or similar sub award has been audited as a major program;
 - (iv) Whether the Sub-Recipient has new personnel or new or substantially changed systems; and
 - (v) The extent and results of NHTSA's monitoring (e.g., if the Sub-Recipient also receives Federal awards directly from a Federal awarding agency).
- F. Consider imposing specific sub-award conditions upon a Sub-Recipient if appropriate as described in 2 C.F.R. §200.208.
- G. Monitor the activities of the Sub-Recipient as necessary to ensure that the sub-award is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the sub-award; and that sub-award performance goals are achieved. The WYDOT's monitoring of the Sub-Recipient must include:
 - (i) Reviewing financial and performance reports required by the WYDOT.
 - (ii) Following-up and ensuring that the Sub-Recipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Sub-Recipient from the WYDOT detected through audits, on-site reviews, and written confirmation from the Sub-Recipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular sub-award.

- (iii) Issuing a management decision for applicable audit findings pertaining only to the Federal award provided to the Sub-Recipient from the WYDOT as required by §200.521.
 - (iv) The WYDOT is responsible for resolving audit findings specifically related to the sub award and not responsible for resolving crosscutting findings. If a Sub-Recipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (e.g., has been debarred or suspended), the WYDOT may rely on the Sub-Recipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with section 2 C.F.R. §200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the WYDOT to issue sub-awards that conform to the WYDOT and award-specific requirements, to manage risk through ongoing sub-award monitoring, and to monitor the status of the findings that are specifically related to the sub-award.
- H. Depending upon the WYDOT's assessment of risk posed by the Sub-Recipient (as described in subsection (B) of this section), the following monitoring tools may be useful for the WYDOT to ensure proper accountability and compliance with program requirements and achievement of performance goals:
 - (i) Providing Sub-Recipients with training and technical assistance on program-related matters; and
 - (ii) Performing on-site reviews of the Sub-Recipient's program operations;
 - (iii) Arranging for agreed-upon-procedures engagements as described in 2 C.F.R. §200.425.
- I. Verify that every Sub-Recipient is audited as required by 2 CFR Part 200 Subpart F when it is expected that the Sub-Recipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501.
- J. Consider whether the results of the Sub-Recipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the WYDOT's own records.
- K. Consider taking enforcement action against noncompliant Sub-Recipients as described in 2 C.F.R. §200.339 and in program regulations.

PROJECT NO. HS4D524 ACTIVITY: SIDF

**HIGHWAY SAFETY BEHAVIORAL GRANT PROGRAM
ADVANCED IMPAIRED DRIVING DETECTION TRAINING AND COORDINATION**

DELIVERABLES

General services to be provided by the Laramie County Sheriff's Office shall include, but not be limited to, the following:

- 1) Perform duties needed to maintain and expand the Impaired Driving Program within the state of Wyoming.
- 2) Provide reimbursement for required continuing education for the Drug Recognition Expert (DRE) Coordinator that meets certified law enforcement proficiency standards.
- 3) Shall strive to maintain a minimum of sixty (60) Drug Recognition Experts (DREs) across the State of Wyoming.
- 4) Provide in-state travel expenses associated with duties required of the Impaired Driving Program.
- 5) Provide agency overtime salary for sworn personnel (vendors) teaching Standardized Field Sobriety Testing (SFST) Refresher, Advanced Roadside Impaired Driving Enforcement (ARIDE), DRE, DRE Instructor classes and public education. The sworn personnel (vendors) shall be certified instructors.
- 6) Conduct on-site visits with local law enforcement agency administrators, supervisors, and officers of each county of the state on available impaired driving training.
- 7) Purchase supplies and tools necessary for presentations and the administration of impaired driving testing and training of law enforcement personnel. This includes passive alcohol sensors and supplies needed for DRE evaluations.
- 8) Administer community trainings utilizing the Drug Impairment Training for Educational Professionals (DITEP).
- 9) Develop and/or update impaired driving curriculum and programs in Wyoming.
- 10) Administer regional DRE Coordinators managing DRE officers in their region to ensure proper evaluations and documentation per International Association of Chiefs of Police (IACP) standards.
- 11) Ensure DRE evaluation data is entered into the national database by federal due date.

PROJECT NO. HS4D524 ACTIVITY: SIDF

**HIGHWAY SAFETY BEHAVIORAL GRANT PROGRAM
ADVANCED IMPAIRED DRIVING DETECTION TRAINING AND COORDINATION**

DELIVERABLES

- 12) Plan and administer up to two (2) trainings for Regional DRE Coordinators to include DRE tracking website.
- 13) Plan and administer one (1) DRE basic course and field certifications.
- 14) Assist in the planning in the Rocky Mountain Prevention and Traffic Safety Summit Conference for DRE recertification requirements in conjunction with the Highway Safety Office (HSO).
- 15) Plan and administer a DRE Instructor class.
- 16) Plan and administer up to five (5) ARIDE courses statewide.
- 17) Plan and administer up to ten (10) SFST Refresher courses statewide.
- 18) Provide reimbursement of overtime cost for DRE callouts for state and local law enforcement personnel.
- 19) Provide reimbursement of expenditures related to work managing regional DREs and DRE Instructors, ensuring proper evaluations and documentation per IACP standards.
- 20) Provide reimbursement of expenditures for Impaired Driving Instructors, ensuring compliance with the Laramie County's procurement guidelines in compliance with uniform guidelines.
- 21) Provide an Instructor Fee Schedule to the Highway Safety Office Project Site.
- 22) Provide in/out-of-state travel and training for the Impaired Driving Program Coordinator and Regional State Coordinators/Instructors to remain current on emerging and evolving impaired driving issues and trends. Any out-of-state training must be approved by the Highway Safety Office.
- 23) Comply with all requirements in Attachment A.

**AGREEMENT TO PROVIDE ADVANCED IMPAIRED DRIVING DETECTION
TRAINING
between
LARAMIE COUNTY, WYOMING and MATTHEW SCOTT KORITNIK.**

This Agreement is made and entered into by and between Laramie County, Wyoming, 310 W. 19th Street, Suite 300, Cheyenne, Wyoming, 82003 (“COUNTY”) and MATTHEW SCOTT KORITNIK, 1208 North Gilbert St. Powell, Wyoming 82435 (“CONTRACTOR”).

I. PURPOSE

The CONTRACTOR is to coordinate with the COUNTY on providing Advanced Impaired Driving Detection Training throughout the State of Wyoming.

II. TERM

This Agreement shall commence on the date last executed by the duly authorized representatives of the parties to this Agreement and shall remain in force until the project is completed by CONTRACTOR and accepted by COUNTY as set forth in the Agreement.

III. PAYMENT

COUNTY shall pay CONTRACTOR for services upon receipt of the CONTRACTOR’S invoice to the COUNTY. Payment will be made to CONTRACTOR for costs upon invoice. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended). This project is being paid for with National Highway Traffic Safety Administration Funds (ALN #20.616).

IV. RESPONSIBILITIES OF CONTRACTOR

- A. CONTRACTOR shall provide training as directed by the COUNTY to help maintain Drug Recognition Experts across the State of Wyoming as stated in Attachment A.
- B. CONTRACTOR shall maintain and provide proof of certification to the COUNTY prior to any scheduled training.
- C. CONTRACTOR shall follow federal per diem and mileage rates for travel. CONTRACTOR shall also supply tax-exempt number to hotels.
- D. CONTRACTOR shall provide an invoice and associated receipts to the DRE Coordinator within five (5) working days from the completion of the services being provided.
- E. CONTRACTOR agrees to retain all required records for three (3) years after the County makes final payment and all other matters relating to the Agreement are concluded. CONTRACTOR agrees to permit access by the COUNTY or any of its

duly authorized representatives to any books, documents, papers and records of the CONTRACTOR, which are directly pertinent to this specific Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions.

V. RESPONSIBILITIES OF COUNTY

- A. COUNTY shall coordinate and administer the Wyoming Advanced Impaired Driving Detection Training (DRE) Program and/or any other appropriate training as approved by the administrator of the grant.
- B. COUNTY will provide reimbursement of travel expenses within 45 days of final invoice being submitted.

VI. GENERAL PROVISIONS

A. Termination: This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

B. Entire Agreement: This Agreement (5 pages), Attachment A, Highway Safety Program Sub-Award Agreement between the Wyoming Department of Transportation Highway Safety Program and the Laramie County Sheriff's Office (34 pages), represent the entire and integrated agreement and understanding between the parties and supersede all prior negotiations, statements, representations and agreements, whether written or oral.

C. Assignment: Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

D. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

E. Invalidity: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable.

F. Applicable Law and Venue: The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to

CONTRACTOR and to COUNTY in executing this Agreement. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement.

G. Contingencies: CONTRACTOR certifies and warrants 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.

H. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.

I. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

J. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.

K. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of CONTRACTOR for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.

L. Third Parties: 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 the Agreement, and shall inure solely to the benefit of the parties to this Agreement.

M. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity, which would constitute a conflict of interest relative to this Agreement.

N. Force Majeure: Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires,

floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

O. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of funds, which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services, which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

P. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

Q. Compliance with Law: CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

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**AGREEMENT TO PROVIDE ADVANCED IMPAIRED DRIVING DETECTION
TRAINING
between
LARAMIE COUNTY, WYOMING and MATTHEW SCOTT KORITNIK.**

Signature Page

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

CONTRACTOR: MATTHEW SCOTT KORITNIK

By: Mark K... _____ Date 6-12-2024
Name: Matthew Scott Koritnik
Title: Drug Recognition Expert

This Agreement is effective the date of the last signature affixed to this page.

REVIEWED AND APPROVED AS TO FORM ONLY:

By: [Signature] _____ Date 6/20/24
Laramie County Attorney's Office

231121-17

**HIGHWAY SAFETY PROGRAM FEDERAL FISCAL YEAR (FFY) 2024 SUB-AWARD
AGREEMENT BETWEEN THE WYOMING DEPARTMENT OF TRANSPORTATION
HIGHWAY SAFETY PROGRAM AND LARAMIE COUNTY SHERIFF'S OFFICE**

I. Sub-Recipient Contact Information	
Sub-Recipient: Laramie County Sheriff's Office Mailing Address: 1910 Pioneer Avenue Sub-Recipient Unique Entity Identifier: E9DLJC1HGNQ8 Sub-Recipient Expenditure Amount: \$300,000.00	Sub Award Title: Advanced Impaired Driving Detection Training and Coordination City, State Zip: Cheyenne, Wyoming 82001-4449 Budget Period: October 1, 2023, or the Effective Date – September 30, 2024 Sub-Recipient Indirect Rate: 10%
II. Highway Safety Program Contact Information	
Program Manager Name: Karson James Telephone: 307-777-4200 Email: karson.james@wyo.gov	Grant Manager Name: Melissa Gribble Telephone: 307-777-4199 Email: melissa.gribble5@wyo.gov
III. Highway Safety Program Award Information	
HSP Project Number: M5IDC-2024-BI-ID-01 WYDOT Project Number: HS4D524 Funding Source: 405d Is Award for Research or Development? No Total Expenditure Amount: \$330,000.00 Total Approved Funds: \$366,300.00	Program Area: 405d Impaired Driving Mid WYDOT Activity Number: SIDP Federal Percent: 90.49% Performance Period: October 1, 2023 – January 28, 2025 WYDOT Indirect Rate: 11% Local Benefit: \$0.00
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: 20.616 Assistance Listing Title: National Priority Safety Programs Federal Award Name: Highway Safety Behavioral Program (HSO)	
FAIN: 69A3752330000405DWYM Federal Award Date: 11/30/2022 Total Federal Award: \$1,380,242.67 Amount of Federal Funds Obligated by Action: \$298,617.00 Total Amount of Funds Obligated: \$331,464.87	FAIN: Not Applicable (N/A) Federal Award Date: N/A Total Federal Award: N/A Amount of Federal Funds Obligated by Action: N/A Total Amount of Funds Obligated: N/A

Highway Safety Program Sub-Award Agreement between the
Wyoming Department of Transportation Highway Safety Program and Laramie County Sheriff's Office,
HSP Project M5IDC-2024-BI-ID-01,
Sub-Award Title Advanced Impaired Driving Detection Training and Coordination

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 82009-3340, to Laramie County Sheriff's Office (Sub-Recipient), 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 the Sub-Recipient and the WYDOT in the administration of the Highway Safety Behavioral Program and establish all grant requirements outlined by the WYDOT and all applicable State and Federal regulations.
3. **Term of Agreement.** The term of this Agreement is from October 1, 2023, or the Effective Date, whichever is later, through January 28, 2025. The Sub-Recipient's Budget Period is from October 1, 2023, or the Effective Date, whichever is later, through September 30, 2024. The WYDOT's Performance Period is from October 1, 2023, through January 28, 2025.
4. **Problem Statement.** Wyoming's alcohol and drug involved crashes have steadily increased despite enforcement and prevention efforts from the state's seventy-six (76) active law enforcement agencies. Removing impaired drivers from Wyoming roads requires the ability to detect drivers under the influence of alcohol, drugs and/or prescription medication. This technical work significantly impacts law enforcement's time evidenced by the number of hours of training required to detect impaired drivers while investigating traffic crashes to enforce Wyoming's impaired driving laws.

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 2018 to 2022, impaired driving crashes contributed to 41.5% of fatal crashes, 12.9% of injury crashes and 7.3% of property damage only crashes. Impaired driving crashes averaged 53 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) convictions of 16% from 2021 to 2022, which can be attributed to an increase in impaired driving, sustained high visibility enforcement (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 2022 reported DUIs accounted for 30.86% of all statewide arrests with an average blood alcohol content (BAC) of 0.16. Additionally, 53% of people arrested for DUI had a reported BAC level above 0.16 and 14% had a BAC of 0.24 or greater.

5. **Scope of Work.** This project will lead the efforts in training new and veteran peace officers, judicial officials and traffic safety advocates on the emerging trends of impaired driving on the road and in courtroom tactics. Officers having proper training and skill to

detect alcohol and/or drug impaired drivers will help reduce the overall number of impaired driving fatalities and serious injuries.

6. **Performance Measures.** The Safety Management System (SMS) Committee analyzes the five (5) and ten (10) year running averages along with recent trends to determine the new performance targets. 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), Federal Highway Administration (FHWA)).
- B. C-2 Number of Serious Injuries in Traffic Crashes (State).
- C. C-5 Number of fatalities in crashes involving a driver or motorcycle operator with a BAC of 0.08 and above (FARS).
- D. S-2 Number of Drug Involved Fatal and Serious Injuries.

7. **Goals.** The Sub-Recipient shall complete the following:

- A. Administer the Advanced Impaired Driving Detection Training and Coordination; coordinate the education and training of local law enforcement officers to become Drug Recognition Experts (DREs), coordinate recertification courses, and also coordinate trainings on Impaired Driving.
- B. Train and educate judicial officials, and traffic safety advocates on emerging trends of impaired driving on the road, as well as, educating on courtroom tactics.
- C. Notify the WYDOT immediately if they are unable to fulfill the stated objectives, for any reason, to discuss alternate plans.

8. **Deliverables.** The Sub-Recipient agrees to:

- A. Administer the Advanced Impaired Driving Detection Training and Coordination, as outlined in Attachment B, Deliverables, which is attached to and incorporated into this Agreement by this reference.

9. **Project Budget.** The WYDOT agrees to reimburse the Sub-Recipient actual costs up to the cost-not-to-exceed (Grant Expenditure Amount) specified below:

A. **Cost Summary.**

Personnel Services	\$140,592.00
Out-of-State Travel	\$20,000.00
In-State Travel	\$10,000.00
Equipment	\$4,000.00
Other Direct Costs	\$125,408.00
Sub-Recipient Expenditure Amount	\$300,000.00

Indirect (10%)		\$30,000.00
	Grant Expenditure Amount	\$330,000.00
WYDOT ICAP (11%)		\$36,300.00
	Total	\$366,300.00

B. NOTES.

- (i) The Sub-Recipient shall submit all requests for reimbursement to the WYDOT no later than October 15, 2024.
- (ii) Any cost modification of the budget must be approved by the WYDOT.
- (iii) The Sub-Recipient shall have documentation and an evaluation for all purchases.
- (iv) The Sub-Recipient shall notify the WYDOT immediately if they are unable to spend the budgeted amount, for any reason, to discuss alternate plans.

10. Travel/Training Requirements.

A. As long as the following conditions are met, the WYDOT shall reimburse the Sub-Recipient for travel and training requirements.

- (i) At least thirty (30) days prior to incurring any costs, the Sub-recipient shall submit an out-of-state request form to the WYDOT and receive its approval.
- (ii) After receiving approval and after the trainee has returned from the trip, the Sub-Recipient shall submit a trip report with the request for reimbursement to the WYDOT. The trip report will include the conference agenda, a list of conference sessions attended by the trainee and an explanation of how the session relates to traffic safety, and all receipts for the previously approved reimbursable expenses.

11. Equipment.

A. The Sub-Recipient is authorized to purchase equipment as follows:

- (i) **Non Major Equipment** – up to four thousand dollars (\$4,000.00) for one (1) desktop computer and one (1) laptop. *[Including 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 the Sub-Recipient.

12. Project Evaluation/Reporting.

- A. Monthly/Bi-Monthly/Quarterly Report.** The Sub-Recipient shall provide a description of the activities that have been performed during the reporting period toward the overall objectives of the project. The report must include all time reporting events participated in, earned and paid media produced, meeting agendas (to include a list of all attendees), meeting minutes, training report for any attended training and any other supplemental documentation that supports grant related expenditures. All reports must be received by the WYDOT on or before the 15th of the following month, unless a written extension is approved by the WYDOT.
 - B. Annual Report.** The Sub-Recipient shall provide a comprehensive summarized final reporting of all project activities occurring during the project period by October 15, 2024. Report must include project successes or challenges, appropriate strategies used and results, and how to improve the project for the next fiscal year. If a report is not provided, final payment will be delayed until documentation is received by the WYDOT.
- 13. Seat Belt Policy.** The Sub-Recipient 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. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org.
- 14. Special Provisions.**

 - A. Assumption of Risk.** The Sub-Recipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Sub-Recipient's failure to comply with state or federal requirements. The WYDOT shall notify the Sub-Recipient of any state or federal determination of noncompliance.
 - B. Environmental Policy Acts.** The Sub-Recipient 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.** The Sub-Recipient 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 Sub-Recipient 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, the Sub-Recipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the Sub-Recipient or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, agreement, 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 the Sub-Recipient 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 Sub-Recipient 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 Sub-Recipient 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, the Sub-Recipient 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 Sub-Recipient 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.** The Sub-Recipient 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 the WYDOT.
- L. Copyright License and Patent Rights.** The Sub-Recipient 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 the Sub-Recipient purchases ownership using funds awarded under this Agreement. The Sub-Recipient 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.** The Sub-Recipient 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 Sub-recipient 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, the Sub-Recipient 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.** The Sub-Recipient 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 Sub-Recipient 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.** The Sub-Recipient 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. Federal Certifications and Assurances.** The Sub-Recipient shall comply with all the requirements set in Attachment A, Federal Certification and Assurances, which is attached to and incorporated into this Agreement by this reference.

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. The Sub-Recipient 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 the Sub-Recipient which are pertinent to this Agreement. The Sub-Recipient 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 the Sub-Recipient which are pertinent to this Agreement. The Sub-Recipient 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 the Sub-Recipient 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 Sub-Recipients for work related to this Agreement. The Sub-Recipient shall cooperate fully with other Sub-recipients and the WYDOT in all such cases.
- G. Compliance with Laws.** The Sub-Recipient 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. Entirety of Agreement.** This Agreement, consisting of twelve (12) pages; Attachment A, Federal Certifications and Assurances, consisting of twenty (20) pages, and Attachment B, Deliverables, consisting of two (2) 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.
- I. Ethics.** The Sub-Recipient 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 Sub-Recipient's profession.
- J. 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.
- K. 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.
- L. 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.
- M. Independent Contractor.** The Sub-Recipient 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 Sub-Recipient shall be free from control or direction over the details of the performance of services under this Agreement. The Sub-Recipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Sub-Recipient 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 Sub-Recipient 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. The Sub-Recipient 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 Sub-Recipient or the Sub-Recipient's agents or employees as a result of this Agreement.

- N. 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.
- O. 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 the Sub-Recipient in the performance of this Agreement. Upon termination of services, for any reason, the Sub-Recipient 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.
- P. 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).
- Q. 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.
- R. 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 the Sub-Recipient 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.



- S. Taxes.** The Sub-Recipient 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.
- T. 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 the Sub-Recipient fails to perform in accordance with the terms of this Agreement.
- U. 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.
- V. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- W. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- X. 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.
- Y. 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 Sub-Recipient 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.
- Z. Insurance Requirements.** The Sub-Recipient 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.

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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.

SUB-RECIPIENT: AUTHORIZING OFFICIAL NAME: Troy Thompson TITLE: Chairman PHONE: 307-633-4260 EMAIL: commissioners@laramiecountywy.gov SIGNATURE:  <small>DocuSigned by: Troy Thompson</small> <small>BC774132BFC5AF9</small> DATE: Nov 21, 2023	SUB-RECIPIENT: AUTHORIZING OFFICIAL NAME: Brian Kozak TITLE: Sheriff PHONE: 307-633-4201 EMAIL: brian.kozak@laramiecountywy.gov SIGNATURE:  DATE: 11-13-23
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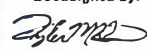
SUB-RECIPIENT: PROJECT DIRECTOR NAME: Sandra Bay TITLE: Grants Manager PHONE: 307-633-4201 EMAIL: sandra.newland@laramiecountywy.gov SIGNATURE:  DATE: 11/13/23	RECEIVED AND APPROVED AS TO FORM ONLY BY THE DEPUTY LARAMIE COUNTY ATTORNEY  11-13-23
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SUB-RECIPIENT: COUNTY CLERK - ATTESTATION NAME: Debra Lee TITLE: County Clerk PHONE: 307-633-4268 EMAIL: debra.lee@laramiecountywy.gov SIGNATURE:  <small>DocuSigned by: Debra Lee</small> <small>E11A700894D4A8...</small> DATE: Nov 21, 2023

WYDOT - HIGHWAY SAFETY PROGRAM APPROVAL SIGNATURE:  <small>Matt Carlson (Nov 27, 2023 08:40 MST)</small> DATE: Nov 27, 2023

WYDOT APPROVAL SIGNATURE:  DATE: Nov 27, 2023

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

<small>DocuSigned by:</small>  <small>AR517C852CFA499</small>	234348	September 18, 2023
Tyler M. Renner, Supervising Attorney General		Date

ATTACHMENT A

It is hereby understood that the Agreement, when approved and signed by all concerned parties, shall constitute an agreement by the Sub-Recipient to perform in accordance with the terms of this attachment, taken as a whole. The Agreement is based on the WYDOT procedures and Federal guidelines found in 2 CFR 200.

1. **Non Discrimination.** The Sub-Recipient 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, national origin) and 49 CFR part 21;
 - B. 49 CFR part 21 (entitled Non-discrimination 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, Sub-Recipients 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. 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;

- I. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- J. 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, Sub-Recipients and contractors, whether such programs or activities are Federally-funded or not);
- K. 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;
- L. Executive Order 12898, Federal Actions To Address Environmental Justice in Minority Populations and Low-Income Populations (prevents 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);
- M. *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));
- N. Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government (advancing equity across the Federal government);
- O. 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).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

2. **General Assurances.** In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Sub-Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Sub-Recipient receives Federal financial assistance from DOT, including NHTSA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Sub-Recipient, so long as any portion of the program is Federally assisted.

3. **Specific Assurances.** More specifically, and without limiting the above general Assurance, the Sub-Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

A. The Sub-Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

B. The Sub-Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The [name of Sub-Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

C. The Sub-Recipient will insert the clauses of Appendix A and E of this Assurance (also referred to as USDOT Order 1050.2A) in every contract or agreement subject to the Acts and the Regulations.

D. The Sub-Recipient will insert the clauses of Appendix B of USDOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Sub-Recipient.

E. That where the Sub-Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

- F.** That where the Sub-Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
- G.** That the Sub-Recipient will include the clauses set forth in Appendix C and Appendix D of USDOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
- (i) for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - (ii) for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- H.** That this Assurance obligates the Sub-Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Sub-Recipient, or any transferee for the longer of the following periods:
- (i) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - (ii) the period during which the Sub-Recipient retains ownership or possession of the property.
- I.** The Sub-Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
- J.** The Sub-Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Sub-Recipient also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's

access to records, accounts, documents, information, facilities, and staff. The Sub-Recipient also recognizes that the Sub-Recipient must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. The Sub-Recipient must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Sub-Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under WYDOT's Highway Safety Grant Program. This ASSURANCE is binding on the WYDOT, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors' transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing the Agreement is/are authorized to sign this ASSURANCE on behalf of WYDOT.

4. **The Drug-Free Workplace Act of 1988.** The Sub-Recipient will provide a drug-free workplace by:
- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing a drug-free awareness program to inform employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Sub-Recipients policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs;
 - (iv) The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 - (v) Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - C. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (i) Abide by the terms of the statement;
 - (ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

- D. Notifying the WYDOT within ten (10) days after receiving notice under subparagraph (C)(ii) from an employee or otherwise receiving actual notice of such conviction;
 - E. Taking one (1) of the following actions, within thirty (30) days of receiving notice under subparagraph (C)(ii), with respect to any employee who is so convicted—
 - (i) Taking appropriate personnel action against such an employee, up to and including termination;
 - (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs in this section.
5. **Political Activities (Hatch Act).** The Sub-Recipient 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.
6. **Certification Regarding Federal Lobbying.** The Sub-Recipient 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 Sub-Recipient, 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - C. The Sub-Recipient shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all Sub-Recipients 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 ten thousand dollars (\$10,000.00) and not more than one hundred thousand dollars (\$100,000.00) for each such failure.

7. **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.
8. **Certification Regarding Debarment and Suspension.**
 - A. By executing this Agreement, the Sub-Recipient is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
 - B. The inability of the Sub-Recipient to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Sub-Recipient shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the WYDOT’s determination whether to enter into this transaction. However, failure of the primary Sub-Recipient to furnish a certification or an explanation shall disqualify the Sub-Recipient from participation in this transaction.
 - C. 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 Sub-Recipient 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.
 - D. The Sub-Recipient shall provide immediate written notice to the WYDOT to which this proposal is submitted if at any time the Sub-Recipient learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 - E. The terms *covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, 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. You may contact the WYDOT for assistance in obtaining a copy of those regulations.

- F. The Sub-Recipient 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 NHTSA.
 - G. The Sub-Recipient 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 1300.
 - H. The Sub-Recipient 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 Sub-Recipient may decide the method and frequency by which it determines the eligibility of its principals. Each Sub-Recipient may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
 - I. 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 a Sub-Recipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - J. Except for transactions authorized under section 6 Certification Regarding Federal Lobbying of these assurances, if a Sub-Recipient 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 you, or take other remedies as appropriate.
9. **Certification Regarding Debarment, Suspension, and Other Responsibility Matters—
Primary Covered Transactions.**
- A. The Sub-Recipient certifies to the best of its knowledge and belief, that its principals:
 - (i) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

- (ii) Have not within a three (3)-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
- (iii) Are not presently indicted for or otherwise criminally or civilly charged by a by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in subsection (B) of this certification; and
- (iv) Have not within a three (3)-year period preceding this application/proposal had one (1) or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the Sub-Recipient is unable to certify to any of the Statements in this certification, such Sub-Recipient shall attach an explanation to this proposal.

10. **Instructions for Lower Tier Certification.**

- A. By signing this Agreement the lower tier Sub-Recipient is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier Sub-Recipient knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the WYDOT with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The lower tier Sub-Recipient shall provide immediate written notice to the WYDOT, the persons to which this agreement is signed, if at any time the lower tier Sub-Recipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered *transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the WYDOT for assistance in obtaining a copy of those regulations.

- E. The lower tier Sub-Recipient 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 NHTSA.
 - F. The lower tier Sub-Recipient will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” 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 1300.
 - G. A Sub-Recipient in a covered transaction may rely upon a certification of a Sub-Recipient 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. A Sub-Recipient may decide the method and frequency by which it determines the eligibility of its principals. Each Sub-Recipient may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
 - 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 a Sub-Recipient 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 subsection E of these instructions, if a participant 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 department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.
11. **Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions.**
- A. The lower tier Sub-Recipient certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - B. Where the lower tier Sub-Recipient is unable to certify to any of the statements in this certification, such Sub-Recipient shall attach an explanation to this proposal.

12. **Buy American Act.** The Sub-Recipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or sub-recipient, 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.
13. **Certification on Conflict of Interest.** General Requirements.
- A. No employee, officer or agent of the WYDOT or its Sub-Recipient 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 Sub-Recipient 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.
- (ii) The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
- B. The Sub-Recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.
14. **Disclosure Requirements.** The WYDOT nor its Sub-Recipient, including its officers, employees or agents, shall 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 Sub-Recipient 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 Sub-Recipient 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 Sub-Recipient. 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 a Sub-Recipient, and the officers, employees or agents of a Sub-Recipient 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.

15. **Prohibition on Using Grant Funds to Check for Helmet Usage.** The WYDOT and the Sub-Recipient 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.

16. **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 Subrecipients 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 Sub-Subrecipients 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 education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

17. **Records Retention.** Sub-Recipient must maintain financial records, supporting documents, statistical records, and all other records pertinent to the Federal award for a period of three (3) years from the date of submission of the Annual Report. If any litigation, claim, or audit is started before the expiration of the three (3)-year period, the records must

be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. Records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.

18. **Funding.** The Sub-Recipient will utilize funds provided to supplement and not to supplant state and local funds otherwise available for these purposes. Funds are to be expended only for purposes and activities approved in the sub-award agreement. Reimbursement will be made periodically by the WYDOT based on approved requests for reimbursement. If matching funds are required, the Sub-Recipient will expend them from nonfederal sources, which must be spent no later than thirty (30) days following the completion of the project.
19. **Cost Principles and Grant Management.** The eligibility of costs incurred and the management of this project shall be determined in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
20. **Obligation of Funds.** Federal funds may not be obligated prior to the Effective Date or subsequent to the termination date of the Budget Period. Requests for reimbursement outstanding at the termination date of the Budget Period must be made within thirty (30) days or those funds may not be paid.
21. **Program Income.** The WYDOT safety programs encourage Sub-Recipients to earn income to help defray program costs, but there are federal regulations that must be followed. Program income is defined as gross income received by the WYDOT and/or Sub-Recipient directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. Income earned by the Sub-Recipient with respect to the conduct of the project (sale of publications, registration fees, service charges, donations for child safety seats, etc.) must be accounted and income applied to project purposes, used to reduce project costs, or be used to meet cost WYDOT matching requirements. The Sub-Recipient is responsible for reporting all program income according to federal and state requirements.
22. **Purchases.** Sub-Recipients shall follow such policies and procedures allowed by the WYDOT when procuring property and services under this Federal award.
23. **Third Party Participants.** No contracts or agreements may be entered into by the Sub-Recipient related to this project which are not incorporated into the sub-award agreement and approved in advance by the WYDOT. The Sub-Recipient will retain ultimate control and responsibility for the project. The WYDOT shall be provided with a copy of all contracts and agreements entered into by the Sub-Recipient. Any contract or agreement must allow for the greatest competition practicable and evidence of such competition or justification for a negotiated contract or agreement shall be provided to the WYDOT.
24. **Participation by Disadvantaged Business Enterprises.** The Sub-Recipient agrees to take all necessary and reasonable steps in accordance with Title 49, CFR, Subtitle A, Part 26 to

ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Sub-Recipients shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any subcontracts financed in whole or in part with federal funds.

25. **Wyoming Standard Field Sobriety Testing.** All law enforcement officers who are performing impaired driving enforcement activities with funding from the WYDOT must be in compliance with the current Wyoming Standards for Field Sobriety Testing Standards.
26. **System for Award Management (SAM) and Unique Entity Identification (UEI).** The Sub-Recipient is required to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by the WYDOT.
27. **Conflict of Interest.** The Sub-Recipient/Local Public Agency (LPA)/Sponsor must disclose in writing any potential conflict of interest to the WYDOT including financial or other personal interests.
28. **Mandatory Disclosures.** The Sub-Recipient/LPA/Sponsor must disclose, in a timely manner, in writing to the 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.
29. **Procurements by States.** Sub-Recipient must follow the procurement standards in 2 C.F.R. §200.318 through 200.327.
30. **Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**
 - A. Sub-Recipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
 - B. Affirmative steps must include:
 - (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (v) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (vi) Requiring the Sub-Recipient, if subcontracts are to be let, to take the affirmative steps listed in paragraphs subsections (i) through (v) of this section.

31. Domestic preferences for procurements.

- A. As appropriate and to the extent consistent with law, the Sub-Recipient should, to the greatest extent practicable under a Federal award, provide 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). The requirements of this section must be included in all sub awards including all contracts and purchase orders for work or products under this award.
- B. For purposes of this section:
 - (i) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (ii) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

32. Monitoring and reporting program performance.

- A. **Monitoring by the non-Federal entity.** The WYDOT is responsible for oversight of the operations of the Federal award supported activities. The WYDOT must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the WYDOT must cover each program, function or activity. See 2 C.F.R. §200.332.
- B. **Reporting program performance.** The WYDOT must use OMB-approved common information collections, as applicable, when providing financial and

performance reporting information. As appropriate and in accordance with above mentioned information collections, the Sub-Recipient must relate financial data and accomplishments to performance goals and objectives of the Federal award. Also, in accordance with above mentioned common information collections, and when required by the terms and conditions of the Federal award, the Sub-Recipient must provide cost information to demonstrate cost effective practices (e.g., through unit cost data). In some instances (e.g., discretionary research awards), this will be limited to the requirement to submit technical performance reports (to be evaluated in accordance with the WYDOT's policy). Reporting requirements must be clearly articulated such that, where appropriate, performance during the execution of the Federal award has a standard against which the WYDOT's performance can be measured.

- C. Non-construction performance reports.** The WYDOT must use standard, government wide OMB-approved data elements for collection of performance information including performance progress reports, Research Performance Progress Reports.
- (i) As appropriate in accordance with above mentioned performance reporting, these reports will contain, for each Federal award, brief information on the following unless other data elements are approved by OMB in the WYDOT's information collection request:
 - (a) A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful. Where performance trend data and analysis would be informative to the NHTSA program, NHTSA should include this as a performance reporting requirement.
 - (b) The reasons why established goals were not met, if appropriate.
 - (c) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.
- D. Significant developments.** Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the Sub-Recipient must inform the NHTSA or the WYDOT as soon as the following types of conditions become known:
- (i) Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must

include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

- (ii) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

- F. **Site visits.** NHTSA may make site visits as warranted by program needs.
- G. **Performance report requirement waiver.** NHTSA may waive any performance report required by this part if not needed.

33. Requirements for pass-through entities.

- A. All pass-through entities (PTE) must:
 - (i) Ensure that every sub-award is clearly identified to the Sub-Recipient as a sub-award and includes the following information at the time of the sub-award and if any of these data elements change, include the changes in subsequent sub-award modification. When some of this information is not available, the WYDOT must provide the best information available to describe the Federal award and sub-award. Required information includes:
 - (a) Federal award identification.
 - (1) Sub-Recipient name (which must match the name associated with its unique entity identifier);
 - (2) Sub-Recipient's unique entity identifier (UEI);
 - (3) Federal Award Identification Number (FAIN);
 - (4) Federal Award Date (see the definition of Federal award date in §200.1 of this part) of the award to the WYDOT by NHTSA;
 - (5) Sub-award Period of Performance Start and End Date;
 - (6) Sub-award Budget Period Start and End Date;
 - (7) Amount of Federal Funds Obligated by this action by the WYDOT to the Sub-Recipient;

- (8) Total Amount of Federal Funds Obligated to the Sub-Recipient by the WYDOT including the current financial obligation;
 - (9) Total Amount of the Federal Award committed to the Sub-Recipient by the WYDOT;
 - (10) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
 - (11) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the WYDOT;
 - (12) Assistance Listings number and Title; the WYDOT must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement;
 - (13) Identification of whether the award is R&D; and
 - (14) Indirect cost rate for the Federal award (including if the de minimis rate is charged) per §200.414.
- B. All requirements imposed by the WYDOT on the Sub-Recipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award;
- C. Any additional requirements that the WYDOT imposes on the Sub-Recipient in order for the WYDOT to meet its own responsibility to NHTSA including identification of any required financial and performance reports;
- D. Approve a federally recognized indirect cost rate, possibly negotiated between the Sub-Recipient and NHTSA. If no approved rate exists, the WYDOT must determine the appropriate rate in collaboration with the Sub-Recipient, which is either:
- (i) The negotiated indirect cost rate between the WYDOT and the Sub-Recipient; which can be based on a prior negotiated rate between a different PTE and the same Sub-Recipient. If basing the rate on a previously negotiated rate, the WYDOT is not required to collect information justifying this rate, but may elect to do so;
 - (ii) The de minimis indirect cost rate.

- (a) The WYDOT must not require use of a de minimis indirect cost rate if the Sub-Recipient has a federally approved rate. Sub-Recipients can elect to use the cost allocation method to account for indirect costs in accordance with 2 C.F.R. §200.405(d).
- E. Appropriate terms and conditions concerning closeout of the sub-award.
 - (i) Evaluate each Sub-Recipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the sub award for purposes of determining the appropriate Sub-Recipient monitoring described in the subsections (D) and (E) of this section, which may include consideration of such factors as:
 - (ii) The Sub-Recipient's prior experience with the same or similar sub-awards;
 - (iii) The results of previous audits including whether or not the Sub-Recipient receives a Single Audit in accordance with 2 CFR Part 200 Subpart F, and the extent to which the same or similar sub award has been audited as a major program;
 - (iv) Whether the Sub-Recipient has new personnel or new or substantially changed systems; and
 - (v) The extent and results of NHTSA's monitoring (e.g., if the Sub-Recipient also receives Federal awards directly from a Federal awarding agency).
- F. Consider imposing specific sub-award conditions upon a Sub-Recipient if appropriate as described in 2 C.F.R. §200.208.
- G. Monitor the activities of the Sub-Recipient as necessary to ensure that the sub-award is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the sub-award; and that sub-award performance goals are achieved. The WYDOT's monitoring of the Sub-Recipient must include:
 - (i) Reviewing financial and performance reports required by the WYDOT.
 - (ii) Following-up and ensuring that the Sub-Recipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Sub-Recipient from the WYDOT detected through audits, on-site reviews, and written confirmation from the Sub-Recipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular sub-award.

- (iii) Issuing a management decision for applicable audit findings pertaining only to the Federal award provided to the Sub-Recipient from the WYDOT as required by §200.521.
 - (iv) The WYDOT is responsible for resolving audit findings specifically related to the sub award and not responsible for resolving crosscutting findings. If a Sub-Recipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (e.g., has been debarred or suspended), the WYDOT may rely on the Sub-Recipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with section 2 C.F.R. §200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the WYDOT to issue sub-awards that conform to the WYDOT and award-specific requirements, to manage risk through ongoing sub-award monitoring, and to monitor the status of the findings that are specifically related to the sub-award.
- H. Depending upon the WYDOT's assessment of risk posed by the Sub-Recipient (as described in subsection (B) of this section), the following monitoring tools may be useful for the WYDOT to ensure proper accountability and compliance with program requirements and achievement of performance goals:
 - (i) Providing Sub-Recipients with training and technical assistance on program-related matters; and
 - (ii) Performing on-site reviews of the Sub-Recipient's program operations;
 - (iii) Arranging for agreed-upon-procedures engagements as described in 2 C.F.R. §200.425.
- I. Verify that every Sub-Recipient is audited as required by 2 CFR Part 200 Subpart F when it is expected that the Sub-Recipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501.
- J. Consider whether the results of the Sub-Recipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the WYDOT's own records.
- K. Consider taking enforcement action against noncompliant Sub-Recipients as described in 2 C.F.R. §200.339 and in program regulations.

PROJECT NO. HS4D524 ACTIVITY: SIDF

**HIGHWAY SAFETY BEHAVIORAL GRANT PROGRAM
ADVANCED IMPAIRED DRIVING DETECTION TRAINING AND COORDINATION**

DELIVERABLES

General services to be provided by the Laramie County Sheriff's Office shall include, but not be limited to, the following:

- 1) Perform duties needed to maintain and expand the Impaired Driving Program within the state of Wyoming.
- 2) Provide reimbursement for required continuing education for the Drug Recognition Expert (DRE) Coordinator that meets certified law enforcement proficiency standards.
- 3) Shall strive to maintain a minimum of sixty (60) Drug Recognition Experts (DREs) across the State of Wyoming.
- 4) Provide in-state travel expenses associated with duties required of the Impaired Driving Program.
- 5) Provide agency overtime salary for sworn personnel (vendors) teaching Standardized Field Sobriety Testing (SFST) Refresher, Advanced Roadside Impaired Driving Enforcement (ARIDE), DRE, DRE Instructor classes and public education. The sworn personnel (vendors) shall be certified instructors.
- 6) Conduct on-site visits with local law enforcement agency administrators, supervisors, and officers of each county of the state on available impaired driving training.
- 7) Purchase supplies and tools necessary for presentations and the administration of impaired driving testing and training of law enforcement personnel. This includes passive alcohol sensors and supplies needed for DRE evaluations.
- 8) Administer community trainings utilizing the Drug Impairment Training for Educational Professionals (DITEP).
- 9) Develop and/or update impaired driving curriculum and programs in Wyoming.
- 10) Administer regional DRE Coordinators managing DRE officers in their region to ensure proper evaluations and documentation per International Association of Chiefs of Police (IACP) standards.
- 11) Ensure DRE evaluation data is entered into the national database by federal due date.

**HIGHWAY SAFETY BEHAVIORAL GRANT PROGRAM
ADVANCED IMPAIRED DRIVING DETECTION TRAINING AND COORDINATION**

DELIVERABLES

- 12) Plan and administer up to two (2) trainings for Regional DRE Coordinators to include DRE tracking website.
- 13) Plan and administer one (1) DRE basic course and field certifications.
- 14) Assist in the planning in the Rocky Mountain Prevention and Traffic Safety Summit Conference for DRE recertification requirements in conjunction with the Highway Safety Office (HSO).
- 15) Plan and administer a DRE Instructor class.
- 16) Plan and administer up to five (5) ARIDE courses statewide.
- 17) Plan and administer up to ten (10) SFST Refresher courses statewide.
- 18) Provide reimbursement of overtime cost for DRE callouts for state and local law enforcement personnel.
- 19) Provide reimbursement of expenditures related to work managing regional DREs and DRE Instructors, ensuring proper evaluations and documentation per IACP standards.
- 20) Provide reimbursement of expenditures for Impaired Driving Instructors, ensuring compliance with the Laramie County's procurement guidelines in compliance with uniform guidelines.
- 21) Provide an Instructor Fee Schedule to the Highway Safety Office Project Site.
- 22) Provide in/out-of-state travel and training for the Impaired Driving Program Coordinator and Regional State Coordinators/Instructors to remain current on emerging and evolving impaired driving issues and trends. Any out-of-state training must be approved by the Highway Safety Office.
- 23) Comply with all requirements in Attachment A.

**AGREEMENT TO PROVIDE ADVANCED IMPAIRED DRIVING DETECTION
TRAINING
between
LARAMIE COUNTY, WYOMING and EVANSTON POLICE DEPARTMENT
KENNETH MAX WEST.**

This Agreement is made and entered into by and between Laramie County, Wyoming, 310 W. 19th Street, Suite 300, Cheyenne, Wyoming, 82003 ("COUNTY") and Kenneth West, 107 Carriage Dr, Evanston, Wyoming 82930 ("CONTRACTOR").

I. PURPOSE

The CONTRACTOR is to coordinate with the COUNTY on providing Advanced Impaired Driving Detection Training throughout the State of Wyoming.

II. TERM

This Agreement shall commence on the date last executed by the duly authorized representatives of the parties to this Agreement and shall remain in force until the project is completed by CONTRACTOR and accepted by COUNTY as set forth in the Agreement.

III. PAYMENT

COUNTY shall pay CONTRACTOR for services upon receipt of the CONTRACTOR'S invoice to the COUNTY. Payment will be made to CONTRACTOR for costs upon invoice. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended). This project is being paid for with National Highway Traffic Safety Administration Funds (ALN #20.616).

IV. RESPONSIBILITIES OF CONTRACTOR

- A. CONTRACTOR shall provide training as directed by the COUNTY to help maintain Drug Recognition Experts across the State of Wyoming as stated in Attachment A.
- B. CONTRACTOR shall maintain and provide proof of certification to the COUNTY prior to any scheduled training.
- C. CONTRACTOR shall follow federal per diem and mileage rates for travel. CONTRACTOR shall also supply tax-exempt number to hotels.
- D. CONTRACTOR shall provide an invoice and associated receipts to the DRE Coordinator within five (5) working days from the completion of the services being provided.

- E. CONTRACTOR agrees to retain all required records for three (3) years after the County makes final payment and all other matters relating to the Agreement are concluded. CONTRACTOR agrees to permit access by the COUNTY or any of its duly authorized representatives to any books, documents, papers and records of the CONTRACTOR, which are directly pertinent to this specific Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions.

V. RESPONSIBILITIES OF COUNTY

- A. COUNTY shall coordinate and administer the Wyoming Advanced Impaired Driving Detection Training (DRE) Program and/or any other appropriate training as approved by the administrator of the grant.
- B. COUNTY will provide reimbursement of travel expenses within 45 days of final invoice being submitted.

VI. GENERAL PROVISIONS

A. Termination: This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

B. Entire Agreement: This Agreement (5 pages), Attachment A, Highway Safety Program Sub-Award Agreement between the Wyoming Department of Transportation Highway Safety Program and the Laramie County Sheriff's Office (34 pages), represent the entire and integrated agreement and understanding between the parties and supersede all prior negotiations, statements, representations and agreements, whether written or oral.

C. Assignment: Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

D. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

E. Invalidity: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable.

F. Applicable Law and Venue: The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter

hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to CONTRACTOR and to COUNTY in executing this Agreement. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement.

G. Contingencies: CONTRACTOR certifies and warrants 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.

H. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.

I. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

J. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/ Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.

K. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of CONTRACTOR for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.

L. Third Parties: 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 the Agreement, and shall inure solely to the benefit of the parties to this Agreement.

M. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity, which would constitute a conflict of interest relative to this Agreement.

N. Force Majeure: Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

O. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of funds, which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services, which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

P. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

Q. Compliance with Law: CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

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**HIGHWAY SAFETY PROGRAM FEDERAL FISCAL YEAR (FFY) 2024 SUB-AWARD
AGREEMENT BETWEEN THE WYOMING DEPARTMENT OF TRANSPORTATION
HIGHWAY SAFETY PROGRAM AND LARAMIE COUNTY SHERIFF'S OFFICE**

I. Sub-Recipient Contact Information	
Sub-Recipient: Laramie County Sheriff's Office Mailing Address: 1910 Pioneer Avenue Sub-Recipient Unique Entity Identifier: E9DLJC1HGNQ8 Sub-Recipient Expenditure Amount: \$300,000.00	Sub Award Title: Advanced Impaired Driving Detection Training and Coordination City, State Zip: Cheyenne, Wyoming 82001-4449 Budget Period: October 1, 2023, or the Effective Date – September 30, 2024 Sub-Recipient Indirect Rate: 10%
II. Highway Safety Program Contact Information	
Program Manager Name: Karson James Telephone: 307-777-4200 Email: karson.james@wyo.gov	Grant Manager Name: Melissa Gribble Telephone: 307-777-4199 Email: melissa.gribble5@wyo.gov
III. Highway Safety Program Award Information	
HSP Project Number: M5IDC-2024-BI-ID-01 WYDOT Project Number: HS4D524 Funding Source: 405d Is Award for Research or Development? No Total Expenditure Amount: \$330,000.00 Total Approved Funds: \$366,300.00	Program Area: 405d Impaired Driving Mid WYDOT Activity Number: SIDP Federal Percent: 90.49% Performance Period: October 1, 2023 – January 28, 2025 WYDOT Indirect Rate: 11% Local Benefit: \$0.00
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: 20.616 Assistance Listing Title: National Priority Safety Programs Federal Award Name: Highway Safety Behavioral Program (HSO)	
FAIN: 69A3752330000405DWYM Federal Award Date: 11/30/2022 Total Federal Award: \$1,380,242.67 Amount of Federal Funds Obligated by Action: \$298,617.00 Total Amount of Funds Obligated: \$331,464.87	FAIN: Not Applicable (N/A) Federal Award Date: N/A Total Federal Award: N/A Amount of Federal Funds Obligated by Action: N/A Total Amount of Funds Obligated: N/A

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 82009-3340, to Laramie County Sheriff's Office (Sub-Recipient), 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 the Sub-Recipient and the WYDOT in the administration of the Highway Safety Behavioral Program and establish all grant requirements outlined by the WYDOT and all applicable State and Federal regulations.
3. **Term of Agreement.** The term of this Agreement is from October 1, 2023, or the Effective Date, whichever is later, through January 28, 2025. The Sub-Recipient's Budget Period is from October 1, 2023, or the Effective Date, whichever is later, through September 30, 2024. The WYDOT's Performance Period is from October 1, 2023, through January 28, 2025.
4. **Problem Statement.** Wyoming's alcohol and drug involved crashes have steadily increased despite enforcement and prevention efforts from the state's seventy-six (76) active law enforcement agencies. Removing impaired drivers from Wyoming roads requires the ability to detect drivers under the influence of alcohol, drugs and/or prescription medication. This technical work significantly impacts law enforcement's time evidenced by the number of hours of training required to detect impaired drivers while investigating traffic crashes to enforce Wyoming's impaired driving laws.

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 2018 to 2022, impaired driving crashes contributed to 41.5% of fatal crashes, 12.9% of injury crashes and 7.3% of property damage only crashes. Impaired driving crashes averaged 53 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) convictions of 16% from 2021 to 2022, which can be attributed to an increase in impaired driving, sustained high visibility enforcement (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 2022 reported DUIs accounted for 30.86% of all statewide arrests with an average blood alcohol content (BAC) of 0.16. Additionally, 53% of people arrested for DUI had a reported BAC level above 0.16 and 14% had a BAC of 0.24 or greater.

5. **Scope of Work.** This project will lead the efforts in training new and veteran peace officers, judicial officials and traffic safety advocates on the emerging trends of impaired driving on the road and in courtroom tactics. Officers having proper training and skill to

detect alcohol and/or drug impaired drivers will help reduce the overall number of impaired driving fatalities and serious injuries.

6. **Performance Measures.** The Safety Management System (SMS) Committee analyzes the five (5) and ten (10) year running averages along with recent trends to determine the new performance targets. 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), Federal Highway Administration (FHWA)).
- B. C-2 Number of Serious Injuries in Traffic Crashes (State).
- C. C-5 Number of fatalities in crashes involving a driver or motorcycle operator with a BAC of 0.08 and above (FARS).
- D. S-2 Number of Drug Involved Fatal and Serious Injuries.

7. **Goals.** The Sub-Recipient shall complete the following:

- A. Administer the Advanced Impaired Driving Detection Training and Coordination; coordinate the education and training of local law enforcement officers to become Drug Recognition Experts (DREs), coordinate recertification courses, and also coordinate trainings on Impaired Driving.
- B. Train and educate judicial officials, and traffic safety advocates on emerging trends of impaired driving on the road, as well as, educating on courtroom tactics.
- C. Notify the WYDOT immediately if they are unable to fulfill the stated objectives, for any reason, to discuss alternate plans.

8. **Deliverables.** The Sub-Recipient agrees to:

- A. Administer the Advanced Impaired Driving Detection Training and Coordination, as outlined in Attachment B, Deliverables, which is attached to and incorporated into this Agreement by this reference.

9. **Project Budget.** The WYDOT agrees to reimburse the Sub-Recipient actual costs up to the cost-not-to-exceed (Grant Expenditure Amount) specified below:

A. **Cost Summary.**

Personnel Services	\$140,592.00
Out-of-State Travel	\$20,000.00
In-State Travel	\$10,000.00
Equipment	\$4,000.00
Other Direct Costs	\$125,408.00
Sub-Recipient Expenditure Amount	\$300,000.00

Indirect (10%)		\$30,000.00
	Grant Expenditure Amount	\$330,000.00
WYDOT ICAP (11%)		\$36,300.00
	Total	\$366,300.00

B. NOTES.

- (i) The Sub-Recipient shall submit all requests for reimbursement to the WYDOT no later than October 15, 2024.
- (ii) Any cost modification of the budget must be approved by the WYDOT.
- (iii) The Sub-Recipient shall have documentation and an evaluation for all purchases.
- (iv) The Sub-Recipient shall notify the WYDOT immediately if they are unable to spend the budgeted amount, for any reason, to discuss alternate plans.

10. Travel/Training Requirements.

A. As long as the following conditions are met, the WYDOT shall reimburse the Sub-Recipient for travel and training requirements.

- (i) At least thirty (30) days prior to incurring any costs, the Sub-recipient shall submit an out-of-state request form to the WYDOT and receive its approval.
- (ii) After receiving approval and after the trainee has returned from the trip, the Sub-Recipient shall submit a trip report with the request for reimbursement to the WYDOT. The trip report will include the conference agenda, a list of conference sessions attended by the trainee and an explanation of how the session relates to traffic safety, and all receipts for the previously approved reimbursable expenses.

11. Equipment.

A. The Sub-Recipient is authorized to purchase equipment as follows:

- (i) **Non Major Equipment** – up to four thousand dollars (\$4,000.00) for one (1) desktop computer and one (1) laptop. *[Including 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 the Sub-Recipient.

12. Project Evaluation/Reporting.

- A. Monthly/Bi-Monthly/Quarterly Report.** The Sub-Recipient shall provide a description of the activities that have been performed during the reporting period toward the overall objectives of the project. The report must include all time reporting events participated in, earned and paid media produced, meeting agendas (to include a list of all attendees), meeting minutes, training report for any attended training and any other supplemental documentation that supports grant related expenditures. All reports must be received by the WYDOT on or before the 15th of the following month, unless a written extension is approved by the WYDOT.
 - B. Annual Report.** The Sub-Recipient shall provide a comprehensive summarized final reporting of all project activities occurring during the project period by October 15, 2024. Report must include project successes or challenges, appropriate strategies used and results, and how to improve the project for the next fiscal year. If a report is not provided, final payment will be delayed until documentation is received by the WYDOT.
- 13. Seat Belt Policy.** The Sub-Recipient 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. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org.
- 14. Special Provisions.**

 - A. Assumption of Risk.** The Sub-Recipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Sub-Recipient's failure to comply with state or federal requirements. The WYDOT shall notify the Sub-Recipient of any state or federal determination of noncompliance.
 - B. Environmental Policy Acts.** The Sub-Recipient 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.** The Sub-Recipient 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 Sub-Recipient 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, the Sub-Recipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the Sub-Recipient or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, agreement, 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 the Sub-Recipient 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 Sub-Recipient 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 Sub-Recipient 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, the Sub-Recipient 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 Sub-Recipient 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.** The Sub-Recipient 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 the WYDOT.
- L. Copyright License and Patent Rights.** The Sub-Recipient 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 the Sub-Recipient purchases ownership using funds awarded under this Agreement. The Sub-Recipient 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.** The Sub-Recipient 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 Sub-recipient 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, the Sub-Recipient 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.** The Sub-Recipient 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 Sub-Recipient 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.** The Sub-Recipient 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. Federal Certifications and Assurances.** The Sub-Recipient shall comply with all the requirements set in Attachment A, Federal Certification and Assurances, which is attached to and incorporated into this Agreement by this reference.

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. The Sub-Recipient 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 the Sub-Recipient which are pertinent to this Agreement. The Sub-Recipient 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 the Sub-Recipient which are pertinent to this Agreement. The Sub-Recipient 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 the Sub-Recipient 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 Sub-Recipients for work related to this Agreement. The Sub-Recipient shall cooperate fully with other Sub-recipients and the WYDOT in all such cases.
- G. Compliance with Laws.** The Sub-Recipient 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. Entirety of Agreement.** This Agreement, consisting of twelve (12) pages; Attachment A, Federal Certifications and Assurances, consisting of twenty (20) pages, and Attachment B, Deliverables, consisting of two (2) 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.
- I. Ethics.** The Sub-Recipient 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 Sub-Recipient's profession.
- J. 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.
- K. 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.
- L. 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.
- M. Independent Contractor.** The Sub-Recipient 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 Sub-Recipient shall be free from control or direction over the details of the performance of services under this Agreement. The Sub-Recipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Sub-Recipient 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 Sub-Recipient 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. The Sub-Recipient 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 Sub-Recipient or the Sub-Recipient's agents or employees as a result of this Agreement.

- N. 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.
- O. 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 the Sub-Recipient in the performance of this Agreement. Upon termination of services, for any reason, the Sub-Recipient 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.
- P. 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).
- Q. 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.
- R. 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 the Sub-Recipient 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,





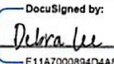


enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

- S. Taxes.** The Sub-Recipient 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.
- T. 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 the Sub-Recipient fails to perform in accordance with the terms of this Agreement.
- U. 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.
- V. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- W. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- X. 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.
- Y. 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 Sub-Recipient 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.
- Z. Insurance Requirements.** The Sub-Recipient 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.

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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.

<p>SUB-RECIPIENT:</p> <p>AUTHORIZING OFFICIAL</p> <p>NAME: Troy Thompson TITLE: Chairman PHONE: 307-633-4260 EMAIL: commissioners@laramiecountywy.gov</p> <p>SIGNATURE:  <small>DocuSigned by: Troy Thompson BC7741328F8A69</small></p> <p>DATE: Nov 21, 2023</p>	<p>SUB-RECIPIENT:</p> <p>AUTHORIZING OFFICIAL</p> <p>NAME: Brian Kozak TITLE: Sheriff PHONE: 307-633-4201 EMAIL: brian.kozak@laramiecountywy.gov</p> <p>SIGNATURE: </p> <p>DATE: 11-13-23</p>
<p>SUB-RECIPIENT:</p> <p>PROJECT DIRECTOR</p> <p>NAME: Sandra Bay TITLE: Grants Manager PHONE: 307-633-4201 EMAIL: sandra.newland@laramiecountywy.gov</p> <p>SIGNATURE: </p>	<p>RECEIVED AND APPROVED AS TO FORM ONLY BY THE DEPUTY LARAMIE COUNTY ATTORNEY  11-13-23</p> <p>DATE: 11/13/23</p>
<p>SUB-RECIPIENT:</p> <p>COUNTY CLERK - ATTESTATION</p> <p>NAME: Debra Lee TITLE: County Clerk PHONE: 307-633-4268 EMAIL: debra.lee@laramiecountywy.gov</p> <p>SIGNATURE:  <small>DocuSigned by: Debra Lee E11A700094D4A8...</small></p> <p>DATE: Nov 21, 2023</p>	
<p>WYDOT - HIGHWAY SAFETY PROGRAM APPROVAL</p> <p>SIGNATURE:  <small>Matt Carlson (Nov 27, 2023 08:40 MST)</small></p> <p>DATE: Nov 27, 2023</p>	
<p>WYDOT APPROVAL</p> <p>SIGNATURE: </p> <p>DATE: Nov 27, 2023</p>	

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

DocuSigned by:

AR917C852CFA498

234348

September 18, 2023

Tyler M. Renner, Supervising Attorney General

Date

ATTACHMENT A

It is hereby understood that the Agreement, when approved and signed by all concerned parties, shall constitute an agreement by the Sub-Recipient to perform in accordance with the terms of this attachment, taken as a whole. The Agreement is based on the WYDOT procedures and Federal guidelines found in 2 CFR 200.

1. **Non Discrimination.** The Sub-Recipient 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, national origin) and 49 CFR part 21;
 - B. 49 CFR part 21 (entitled Non-discrimination 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, Sub-Recipients 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. 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;

- I. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- J. 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, Sub-Recipients and contractors, whether such programs or activities are Federally-funded or not);
- K. 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;
- L. Executive Order 12898, Federal Actions To Address Environmental Justice in Minority Populations and Low-Income Populations (prevents 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);
- M. *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));
- N. Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government (advancing equity across the Federal government);
- O. 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).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

2. **General Assurances.** In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Sub-Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Sub-Recipient receives Federal financial assistance from DOT, including NHTSA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Sub-Recipient, so long as any portion of the program is Federally assisted.

3. **Specific Assurances.** More specifically, and without limiting the above general Assurance, the Sub-Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

A. The Sub-Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

B. The Sub-Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The [name of Sub-Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

C. The Sub-Recipient will insert the clauses of Appendix A and E of this Assurance (also referred to as USDOT Order 1050.2A) in every contract or agreement subject to the Acts and the Regulations.

D. The Sub-Recipient will insert the clauses of Appendix B of USDOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Sub-Recipient.

E. That where the Sub-Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

- F. That where the Sub-Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
- G. That the Sub-Recipient will include the clauses set forth in Appendix C and Appendix D of USDOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
- (i) for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - (ii) for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- H. That this Assurance obligates the Sub-Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Sub-Recipient, or any transferee for the longer of the following periods:
- (i) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - (ii) the period during which the Sub-Recipient retains ownership or possession of the property.
- I. The Sub-Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
- J. The Sub-Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Sub-Recipient also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's

access to records, accounts, documents, information, facilities, and staff. The Sub-Recipient also recognizes that the Sub-Recipient must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. The Sub-Recipient must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Sub-Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under WYDOT's Highway Safety Grant Program. This ASSURANCE is binding on the WYDOT, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors' transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing the Agreement is/are authorized to sign this ASSURANCE on behalf of WYDOT.

4. **The Drug-Free Workplace Act of 1988.** The Sub-Recipient will provide a drug-free workplace by:
- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing a drug-free awareness program to inform employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Sub-Recipients policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs;
 - (iv) The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 - (v) Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - C. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (i) Abide by the terms of the statement;
 - (ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

- D. Notifying the WYDOT within ten (10) days after receiving notice under subparagraph (C)(ii) from an employee or otherwise receiving actual notice of such conviction;
 - E. Taking one (1) of the following actions, within thirty (30) days of receiving notice under subparagraph (C)(ii), with respect to any employee who is so convicted—
 - (i) Taking appropriate personnel action against such an employee, up to and including termination;
 - (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs in this section.
5. **Political Activities (Hatch Act).** The Sub-Recipient 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.
6. **Certification Regarding Federal Lobbying.** The Sub-Recipient 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 Sub-Recipient, 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - C. The Sub-Recipient shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all Sub-Recipients 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 ten thousand dollars (\$10,000.00) and not more than one hundred thousand dollars (\$100,000.00) for each such failure.

7. **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.
8. **Certification Regarding Debarment and Suspension.**
 - A. By executing this Agreement, the Sub-Recipient is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
 - B. The inability of the Sub-Recipient to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Sub-Recipient shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the WYDOT’s determination whether to enter into this transaction. However, failure of the primary Sub-Recipient to furnish a certification or an explanation shall disqualify the Sub-Recipient from participation in this transaction.
 - C. 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 Sub-Recipient 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.
 - D. The Sub-Recipient shall provide immediate written notice to the WYDOT to which this proposal is submitted if at any time the Sub-Recipient learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 - E. The terms *covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, 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. You may contact the WYDOT for assistance in obtaining a copy of those regulations.

- F. The Sub-Recipient 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 NHTSA.
 - G. The Sub-Recipient 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 1300.
 - H. The Sub-Recipient 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 Sub-Recipient may decide the method and frequency by which it determines the eligibility of its principals. Each Sub-Recipient may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
 - I. 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 a Sub-Recipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - J. Except for transactions authorized under section 6 Certification Regarding Federal Lobbying of these assurances, if a Sub-Recipient 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 you, or take other remedies as appropriate.
9. **Certification Regarding Debarment, Suspension, and Other Responsibility Matters—
Primary Covered Transactions.**
- A. The Sub-Recipient certifies to the best of its knowledge and belief, that its principals:
 - (i) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

- (ii) Have not within a three (3)-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
- (iii) Are not presently indicted for or otherwise criminally or civilly charged by a by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in subsection (B) of this certification; and
- (iv) Have not within a three (3)-year period preceding this application/proposal had one (1) or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the Sub-Recipient is unable to certify to any of the Statements in this certification, such Sub-Recipient shall attach an explanation to this proposal.

10. **Instructions for Lower Tier Certification.**

- A. By signing this Agreement the lower tier Sub-Recipient is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier Sub-Recipient knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the WYDOT with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The lower tier Sub-Recipient shall provide immediate written notice to the WYDOT, the persons to which this agreement is signed, if at any time the lower tier Sub-Recipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered *transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the WYDOT for assistance in obtaining a copy of those regulations.

- E. The lower tier Sub-Recipient 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 NHTSA.
 - F. The lower tier Sub-Recipient will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” 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 1300.
 - G. A Sub-Recipient in a covered transaction may rely upon a certification of a Sub-Recipient 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. A Sub-Recipient may decide the method and frequency by which it determines the eligibility of its principals. Each Sub-Recipient may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
 - 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 a Sub-Recipient 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 subsection E of these instructions, if a participant 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 department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.
11. **Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions.**
- A. The lower tier Sub-Recipient certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - B. Where the lower tier Sub-Recipient is unable to certify to any of the statements in this certification, such Sub-Recipient shall attach an explanation to this proposal.

12. **Buy American Act.** The Sub-Recipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or sub-recipient, 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.
13. **Certification on Conflict of Interest.** General Requirements.
- A. No employee, officer or agent of the WYDOT or its Sub-Recipient 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 Sub-Recipient 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.
- (ii) The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
- B. The Sub-Recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.
14. **Disclosure Requirements.** The WYDOT nor its Sub-Recipient, including its officers, employees or agents, shall 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 Sub-Recipient 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 Sub-Recipient 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 Sub-Recipient. 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 a Sub-Recipient, and the officers, employees or agents of a Sub-Recipient 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.

15. **Prohibition on Using Grant Funds to Check for Helmet Usage.** The WYDOT and the Sub-Recipient 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.

16. **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 Subrecipients 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 Sub-Subrecipients 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 education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

17. **Records Retention.** Sub-Recipient must maintain financial records, supporting documents, statistical records, and all other records pertinent to the Federal award for a period of three (3) years from the date of submission of the Annual Report. If any litigation, claim, or audit is started before the expiration of the three (3)-year period, the records must

be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. Records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.

18. **Funding.** The Sub-Recipient will utilize funds provided to supplement and not to supplant state and local funds otherwise available for these purposes. Funds are to be expended only for purposes and activities approved in the sub-award agreement. Reimbursement will be made periodically by the WYDOT based on approved requests for reimbursement. If matching funds are required, the Sub-Recipient will expend them from nonfederal sources, which must be spent no later than thirty (30) days following the completion of the project.
19. **Cost Principles and Grant Management.** The eligibility of costs incurred and the management of this project shall be determined in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
20. **Obligation of Funds.** Federal funds may not be obligated prior to the Effective Date or subsequent to the termination date of the Budget Period. Requests for reimbursement outstanding at the termination date of the Budget Period must be made within thirty (30) days or those funds may not be paid.
21. **Program Income.** The WYDOT safety programs encourage Sub-Recipients to earn income to help defray program costs, but there are federal regulations that must be followed. Program income is defined as gross income received by the WYDOT and/or Sub-Recipient directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. Income earned by the Sub-Recipient with respect to the conduct of the project (sale of publications, registration fees, service charges, donations for child safety seats, etc.) must be accounted and income applied to project purposes, used to reduce project costs, or be used to meet cost WYDOT matching requirements. The Sub-Recipient is responsible for reporting all program income according to federal and state requirements.
22. **Purchases.** Sub-Recipients shall follow such policies and procedures allowed by the WYDOT when procuring property and services under this Federal award.
23. **Third Party Participants.** No contracts or agreements may be entered into by the Sub-Recipient related to this project which are not incorporated into the sub-award agreement and approved in advance by the WYDOT. The Sub-Recipient will retain ultimate control and responsibility for the project. The WYDOT shall be provided with a copy of all contracts and agreements entered into by the Sub-Recipient. Any contract or agreement must allow for the greatest competition practicable and evidence of such competition or justification for a negotiated contract or agreement shall be provided to the WYDOT.
24. **Participation by Disadvantaged Business Enterprises.** The Sub-Recipient agrees to take all necessary and reasonable steps in accordance with Title 49, CFR, Subtitle A, Part 26 to

ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Sub-Recipients shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any subcontracts financed in whole or in part with federal funds.

25. **Wyoming Standard Field Sobriety Testing.** All law enforcement officers who are performing impaired driving enforcement activities with funding from the WYDOT must be in compliance with the current Wyoming Standards for Field Sobriety Testing Standards.
26. **System for Award Management (SAM) and Unique Entity Identification (UEI).** The Sub-Recipient is required to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by the WYDOT.
27. **Conflict of Interest.** The Sub-Recipient/Local Public Agency (LPA)/Sponsor must disclose in writing any potential conflict of interest to the WYDOT including financial or other personal interests.
28. **Mandatory Disclosures.** The Sub-Recipient/LPA/Sponsor must disclose, in a timely manner, in writing to the 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.
29. **Procurements by States.** Sub-Recipient must follow the procurement standards in 2 C.F.R. §200.318 through 200.327.
30. **Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**
 - A. Sub-Recipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
 - B. Affirmative steps must include:
 - (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (v) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (vi) Requiring the Sub-Recipient, if subcontracts are to be let, to take the affirmative steps listed in paragraphs subsections (i) through (v) of this section.

31. Domestic preferences for procurements.

- A. As appropriate and to the extent consistent with law, the Sub-Recipient should, to the greatest extent practicable under a Federal award, provide 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). The requirements of this section must be included in all sub awards including all contracts and purchase orders for work or products under this award.
- B. For purposes of this section:
 - (i) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (ii) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

32. Monitoring and reporting program performance.

- A. **Monitoring by the non-Federal entity.** The WYDOT is responsible for oversight of the operations of the Federal award supported activities. The WYDOT must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the WYDOT must cover each program, function or activity. See 2 C.F.R. §200.332.
- B. **Reporting program performance.** The WYDOT must use OMB-approved common information collections, as applicable, when providing financial and

performance reporting information. As appropriate and in accordance with above mentioned information collections, the Sub-Recipient must relate financial data and accomplishments to performance goals and objectives of the Federal award. Also, in accordance with above mentioned common information collections, and when required by the terms and conditions of the Federal award, the Sub-Recipient must provide cost information to demonstrate cost effective practices (e.g., through unit cost data). In some instances (e.g., discretionary research awards), this will be limited to the requirement to submit technical performance reports (to be evaluated in accordance with the WYDOT's policy). Reporting requirements must be clearly articulated such that, where appropriate, performance during the execution of the Federal award has a standard against which the WYDOT's performance can be measured.

- C. Non-construction performance reports.** The WYDOT must use standard, government wide OMB-approved data elements for collection of performance information including performance progress reports, Research Performance Progress Reports.
- (i) As appropriate in accordance with above mentioned performance reporting, these reports will contain, for each Federal award, brief information on the following unless other data elements are approved by OMB in the WYDOT's information collection request:
 - (a) A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful. Where performance trend data and analysis would be informative to the NHTSA program, NHTSA should include this as a performance reporting requirement.
 - (b) The reasons why established goals were not met, if appropriate.
 - (c) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.
- D. Significant developments.** Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the Sub-Recipient must inform the NHTSA or the WYDOT as soon as the following types of conditions become known:
- (i) Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must

include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

- (ii) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

- F. **Site visits.** NHTSA may make site visits as warranted by program needs.
- G. **Performance report requirement waiver.** NHTSA may waive any performance report required by this part if not needed.

33. **Requirements for pass-through entities.**

- A. All pass-through entities (PTE) must:
 - (i) Ensure that every sub-award is clearly identified to the Sub-Recipient as a sub-award and includes the following information at the time of the sub-award and if any of these data elements change, include the changes in subsequent sub-award modification. When some of this information is not available, the WYDOT must provide the best information available to describe the Federal award and sub-award. Required information includes:
 - (a) Federal award identification.
 - (1) Sub-Recipient name (which must match the name associated with its unique entity identifier);
 - (2) Sub-Recipient's unique entity identifier (UEI);
 - (3) Federal Award Identification Number (FAIN);
 - (4) Federal Award Date (see the definition of Federal award date in §200.1 of this part) of the award to the WYDOT by NHTSA;
 - (5) Sub-award Period of Performance Start and End Date;
 - (6) Sub-award Budget Period Start and End Date;
 - (7) Amount of Federal Funds Obligated by this action by the WYDOT to the Sub-Recipient;

- (8) Total Amount of Federal Funds Obligated to the Sub-Recipient by the WYDOT including the current financial obligation;
 - (9) Total Amount of the Federal Award committed to the Sub-Recipient by the WYDOT;
 - (10) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
 - (11) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the WYDOT;
 - (12) Assistance Listings number and Title; the WYDOT must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement;
 - (13) Identification of whether the award is R&D; and
 - (14) Indirect cost rate for the Federal award (including if the de minimis rate is charged) per §200.414.
- B.** All requirements imposed by the WYDOT on the Sub-Recipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award;
- C.** Any additional requirements that the WYDOT imposes on the Sub-Recipient in order for the WYDOT to meet its own responsibility to NHTSA including identification of any required financial and performance reports;
- D.** Approve a federally recognized indirect cost rate, possibly negotiated between the Sub-Recipient and NHTSA. If no approved rate exists, the WYDOT must determine the appropriate rate in collaboration with the Sub-Recipient, which is either:
- (i) The negotiated indirect cost rate between the WYDOT and the Sub-Recipient; which can be based on a prior negotiated rate between a different PTE and the same Sub-Recipient. If basing the rate on a previously negotiated rate, the WYDOT is not required to collect information justifying this rate, but may elect to do so;
 - (ii) The de minimis indirect cost rate.

- (a) The WYDOT must not require use of a de minimis indirect cost rate if the Sub-Recipient has a federally approved rate. Sub-Recipients can elect to use the cost allocation method to account for indirect costs in accordance with 2 C.F.R. §200.405(d).
- E. Appropriate terms and conditions concerning closeout of the sub-award.
 - (i) Evaluate each Sub-Recipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the sub award for purposes of determining the appropriate Sub-Recipient monitoring described in the subsections (D) and (E) of this section, which may include consideration of such factors as:
 - (ii) The Sub-Recipient's prior experience with the same or similar sub-awards;
 - (iii) The results of previous audits including whether or not the Sub-Recipient receives a Single Audit in accordance with 2 CFR Part 200 Subpart F, and the extent to which the same or similar sub award has been audited as a major program;
 - (iv) Whether the Sub-Recipient has new personnel or new or substantially changed systems; and
 - (v) The extent and results of NHTSA's monitoring (e.g., if the Sub-Recipient also receives Federal awards directly from a Federal awarding agency).
- F. Consider imposing specific sub-award conditions upon a Sub-Recipient if appropriate as described in 2 C.F.R. §200.208.
- G. Monitor the activities of the Sub-Recipient as necessary to ensure that the sub-award is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the sub-award; and that sub-award performance goals are achieved. The WYDOT's monitoring of the Sub-Recipient must include:
 - (i) Reviewing financial and performance reports required by the WYDOT.
 - (ii) Following-up and ensuring that the Sub-Recipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Sub-Recipient from the WYDOT detected through audits, on-site reviews, and written confirmation from the Sub-Recipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular sub-award.

- (iii) Issuing a management decision for applicable audit findings pertaining only to the Federal award provided to the Sub-Recipient from the WYDOT as required by §200.521.
 - (iv) The WYDOT is responsible for resolving audit findings specifically related to the sub award and not responsible for resolving crosscutting findings. If a Sub-Recipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (e.g., has been debarred or suspended), the WYDOT may rely on the Sub-Recipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with section 2 C.F.R. §200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the WYDOT to issue sub-awards that conform to the WYDOT and award-specific requirements, to manage risk through ongoing sub-award monitoring, and to monitor the status of the findings that are specifically related to the sub-award.
- H. Depending upon the WYDOT's assessment of risk posed by the Sub-Recipient (as described in subsection (B) of this section), the following monitoring tools may be useful for the WYDOT to ensure proper accountability and compliance with program requirements and achievement of performance goals:
 - (i) Providing Sub-Recipients with training and technical assistance on program-related matters; and
 - (ii) Performing on-site reviews of the Sub-Recipient's program operations;
 - (iii) Arranging for agreed-upon-procedures engagements as described in 2 C.F.R. §200.425.
- I. Verify that every Sub-Recipient is audited as required by 2 CFR Part 200 Subpart F when it is expected that the Sub-Recipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501.
- J. Consider whether the results of the Sub-Recipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the WYDOT's own records.
- K. Consider taking enforcement action against noncompliant Sub-Recipients as described in 2 C.F.R. §200.339 and in program regulations.

**HIGHWAY SAFETY BEHAVIORAL GRANT PROGRAM
ADVANCED IMPAIRED DRIVING DETECTION TRAINING AND COORDINATION**

DELIVERABLES

General services to be provided by the Laramie County Sheriff's Office shall include, but not be limited to, the following:

- 1) Perform duties needed to maintain and expand the Impaired Driving Program within the state of Wyoming.
- 2) Provide reimbursement for required continuing education for the Drug Recognition Expert (DRE) Coordinator that meets certified law enforcement proficiency standards.
- 3) Shall strive to maintain a minimum of sixty (60) Drug Recognition Experts (DREs) across the State of Wyoming.
- 4) Provide in-state travel expenses associated with duties required of the Impaired Driving Program.
- 5) Provide agency overtime salary for sworn personnel (vendors) teaching Standardized Field Sobriety Testing (SFST) Refresher, Advanced Roadside Impaired Driving Enforcement (ARIDE), DRE, DRE Instructor classes and public education. The sworn personnel (vendors) shall be certified instructors.
- 6) Conduct on-site visits with local law enforcement agency administrators, supervisors, and officers of each county of the state on available impaired driving training.
- 7) Purchase supplies and tools necessary for presentations and the administration of impaired driving testing and training of law enforcement personnel. This includes passive alcohol sensors and supplies needed for DRE evaluations.
- 8) Administer community trainings utilizing the Drug Impairment Training for Educational Professionals (DITEP).
- 9) Develop and/or update impaired driving curriculum and programs in Wyoming.
- 10) Administer regional DRE Coordinators managing DRE officers in their region to ensure proper evaluations and documentation per International Association of Chiefs of Police (IACP) standards.
- 11) Ensure DRE evaluation data is entered into the national database by federal due date.

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**HIGHWAY SAFETY BEHAVIORAL GRANT PROGRAM
ADVANCED IMPAIRED DRIVING DETECTION TRAINING AND COORDINATION**

DELIVERABLES

- 12) Plan and administer up to two (2) trainings for Regional DRE Coordinators to include DRE tracking website.
- 13) Plan and administer one (1) DRE basic course and field certifications.
- 14) Assist in the planning in the Rocky Mountain Prevention and Traffic Safety Summit Conference for DRE recertification requirements in conjunction with the Highway Safety Office (HSO).
- 15) Plan and administer a DRE Instructor class.
- 16) Plan and administer up to five (5) ARIDE courses statewide.
- 17) Plan and administer up to ten (10) SFST Refresher courses statewide.
- 18) Provide reimbursement of overtime cost for DRE callouts for state and local law enforcement personnel.
- 19) Provide reimbursement of expenditures related to work managing regional DREs and DRE Instructors, ensuring proper evaluations and documentation per IACP standards.
- 20) Provide reimbursement of expenditures for Impaired Driving Instructors, ensuring compliance with the Laramie County's procurement guidelines in compliance with uniform guidelines.
- 21) Provide an Instructor Fee Schedule to the Highway Safety Office Project Site.
- 22) Provide in/out-of-state travel and training for the Impaired Driving Program Coordinator and Regional State Coordinators/Instructors to remain current on emerging and evolving impaired driving issues and trends. Any out-of-state training must be approved by the Highway Safety Office.
- 23) Comply with all requirements in Attachment A.