# LARAMIE COUNTY CLERK **BOARD OF COUNTY COMMISSIONERS** AGENDA ITEM PROCESSING FORM

1. DATE OF PROPOSED ACTION: October 18, 2016

2. AGENDA ITEM: Appointments Bids/Purchases Claims				
Contracts/agreements/leases Grants Land Use: Variances/Board App/Plats				
Proclamations Public Hearings/Rules & Reg's Reports & Public Petitions				
Resolutions Other				

3. **DEPARTMENT**: Grants/Public Works

RECEIVED AND APPROVED AS TO FORM ONLY BY THE LARAMIE COUNTY ATTORNEY

APPLICANT: Public Works AGENT: Rob Geringer

4. DESCRIPTION: Consideration of a ratified Title VI/EEO Coordinator Form for the Wyoming Department of Transportation CMAQ program.

5. DOCUMENTATION: 1 original

	Clerks Use Only:	
Commissioner		<u>Signatures</u>
Ash		
Heath		
Holmes		
Kailey		Co Attny
Thompson		Assist Co Attny
Action		Grants Manager
Postponed/Tabled		Outside Agency

## Laramie County Grants Department



Sandra Newland-Grants Manager 309 W. 20<sup>th</sup> Street, Suite 3100 Cheyenne, WY 82001 307-633-4201

October 11, 2016

Sara Ellis WYDOT 5300 Bishop Blvd. Cheyenne, WY 82009-3340

Dear Mrs. Ellis,

Laramie County would like to thank WYDOT for selecting our County to receive funding under the FY2017 CMAQ Program in the amount of \$116,000.

With this funding we will be able to treat 24.14 miles of road in Laramie County (please find our selected roadways list included). We understand and are able to meet the required cash match of \$29,000 and in addition we will be providing approximately \$56,245.00 in over match in the form of preparation and application of the Magnesium Chloride to County roads.

If you should need additional information, please do not hesitate to contact us.

Thank you,

Sandra Newland Laramie County Grants Manager snewland@laramiecounty.com

CC: Rob Geringer

# Selected Roadways

		Functional	Reference Marker	Reference		
Common Road Name	ML Road Number	Classification Of Roadway	From	Marker to	Total Mileage	Impact
Road 222-1	ML6926B	Minor Collector	0	12.24	12.24	Energy-oil
Road 203-1	ML6856B	Minor Collector	8	13	2	Energy-oil
Road 146-1	ML6780B	Local	9	6.6	3.9	Energy-oil
Road 202-1	ML 6855B	Local	0	3	3	Ag-dairy

24.14

IDENTIFICATION OF	TITLE VI / EEO COORDINA	TOR		
Cunding Recipient/Contractor Name: Laramie County, Wyoming				
WYDOT Project #:				
Project Location:	Laramie County, Wyo	ming		
Phone #:	307-633-4302			
	CO IDENTIFICATION REQUIREMENTS the Local Public Agency training from the Wyom asor Only – Contractors need not respond)	ing YES NO		
Has the Coordinator changed since the last so		YES NO		
Is the Coordinator clearly identified within the and/or notify required staff of Title VI/EEO	ne organization as the individual who will proces identified issues?	s YES NO		
TITLE VI/EE	O COORDINATOR IDENTIFICATION			
As required in the Equal Employment Opportunity Special Provisions included in federally funded highway construction contracts/agreements, this form acts as official identification of the Title VI/EEO Coordinator (and/or update) to the Wyoming Department of Transportation and the U.S. Federal Highway Administration (FHWA).				
The aforementioned Funding Recipient/Contractor understands that additional information regarding the Coordinator, the Title VI/EEO policy and other aspects of the construction contract compliance program may be requested and/or reviewed at the request of the funding agency.				
Title VI/EEO Coordinator:	Signature:	Date:		
Rob Geringer	Muth	14/11/16		
Title VI/EEO Coordinator Work Title: Email Address: Phone #:		Phone #:		
Director of Public Works rgeringer@laramiecounty.com 307-633-4302				
APPOINTING OFFICIAL'S ACKNOWLEDGEMENT				
Appointing Official's Name:	Signature:			
K.N. Buck Holmes	N.M Buck Halme	٥		
K.N. Buck Holmes  Appointing Official's Work Title:  Chairman  Date:  10 11 2016				
Onamian / / / / / / / / / / / / / / / / / / /				

For questions regarding this form, contact WYDOT's Office of Civil Rights Program Manager, Lisa Fresquez at 307.777.4457 or <a href="mailto:lisa.fresquez@wyo.gov">lisa.fresquez@wyo.gov</a>.



### The United States Department of Transportation

### Standard Title VI Assurances/Non-Discrimination Provisions

### DOT Order No. 1050.2A

Laramie County, Wyoming (herein referred to as the "Recipient"), HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the United States Department of Transportation (DOT), through the Federal Highway Administration (FHWA), is subject to and will comply with the following:

### **Statutory/Regulatory Authorities**

- 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);
- 49 C.F.R. Part 21 (entitled Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

Modal Operating Administration may include additional Statutory/Regulatory Authorities here.

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

### **General Assurances**

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the 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 Recipient receives Federal financial assistance from DOT, including the FHWA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI 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 non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally-assisted.

Modal Operating Administration may include additional General Assurances in this section, or reference an addendum here.

### Specific Assurances

More specifically, and without limiting the above general Assurances, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FHWA Program:

- 1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 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;
- 2. The 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 Federal Highway Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
  - "Laramie County, Wyoming, 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 any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full 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.";
- 3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations;
- 4. The Recipient will insert the clauses of Appendix B of this Assurance, 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 Recipient;
- 5. That where the 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;
- 6. That where the Recipient receives Federal financial assistance in the form, 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;
- 7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, 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:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. 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.
- 8. That this Assurance obligates the 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 Recipient, or any transferee for the longer of the following periods:
  - a. 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
  - b. the period during which the Recipient retains ownership or possession of the property.

- 9. The 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.
- 10. The 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.

Modal Operating Administration may include additional Specific Assurances in this section.

By signing this ASSURANCE, \_\_\_ Laramie County, Wyoming also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, 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.

Laramie County, Wyoming 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 Department of Transportation under the FHWA Program. This ASSURANCE is binding on [insert State], other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FHWA Program. The person (s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

Laramie County, Wyoming

By: f. A Buck Holmes
(Signature of Authorized Official)

DATE: 10/11/2016

### APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- 4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
- 6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

### CLAUSES FOR DEEDS TRANSFERING UNITED STATES PROPERTY

### APPENDIX B

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

		ortation as authorized by law and upon the
		will accept title to the lands and maintain
		Moving Ahead for Progress in the 21 <sup>st</sup> Century
		of Federal Highway Administration
(FHWA)Program, an	d the policies and procedures	prescribed by the FHWA of the Department of
Transportation in acc	ordance and in compliance w	ith all requirements imposed by Title 49, Code of
Federal Regulations,	Department of Transportation	n, Subtitle A, Office of the Secretary, Part 21, Non
discrimination in Fed	lerally-assisted programs of th	ne Department of Transportation pertaining to and
effectuating the prov	isions of Title VI of the Civil	Rights Act of 1964 (78 Stat. 252; 42 U.S.C. §
2000d to 2000d-4), d	oes hereby remise, release, qu	uitclaim and convey unto
Laramie Co	unty, Wyoming all the	e right, title and interest of the Department of
Transportation in and	to said lands described in Ex	hibit "A" (if applicable) attached hereto and made
a part hereof.		,
	(HABENDU	M CLAUSE)
TO HAVE AND TO	HOLD said lands and intere	ests therein unto
		ts successors forever, subject, however, to the
covenants, conditions	s. restrictions and reservations	s herein contained as follows, which will remain in
		or structures are used for a purpose for which
		her purpose involving the provision of similar
		Laramie County, Wyoming , its
successors and assign	•	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
J		
Laramie C	ounty, Wyoming , in co	onsideration of the conveyance of said lands and
interests in lands, doe	es hereby covenant and agree	as a covenant running with the land for itself, its
		he grounds of race, color, or national origin be
		fits of, or be otherwise subjected to discrimination
		t on, over, or under such lands hereby conveyed [,
[and]* (2) that	Laramie County, Wyoming	will use the lands and interests in lands
	•	with all requirements imposed by or pursuant to
		of Transportation, Subtitle A, Office of the
• • • • • • • • • • • • • • • • • • • •		y-assisted programs of the Department of
		il Rights Act of 1964, and as said Regulations and
		breach of any of the above-mentioned non-
	<u> </u>	e a right to enter or re-enter said lands and
facilities on said land	l, and that above described lar	nd and facilities will there on revert to and vest in

and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI.)

# CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY OR PROGRAM

### APPENDIX C

	e following clauses will be included in deeds, licenses, leases, permits, or similar instruments ered into by pursuant to the provisions of Assurance .):				
A.	The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, person representatives, successors in interest, and assigns, as a part of the consideration hereof, doe hereby covenant and agree [in the case of deeds and leases add "as a covenant running with land"] that:				
	1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.				
B.	With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants,				
C.	With respect to a deed, in the event of breach of any of the above Non-discrimination covenants the will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Laramie County, Wyoming and its assigns.*				
(*I	Reverter clause and related language to be used only when it is determined that such a clause is				

necessary to effectuate the purpose of Title VI.)

# CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

### APPENDIX D

ins	ne following clauses will be included in deeds, licenses, permits, or struments/agreements entered into by			
the	e provisions of Assurance 7(b):			
A.	The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.			
B.	With respect to (licenses, leases, permits, etc.), in the event of bre Non-discrimination covenants, the Laramie County, Wyomin right to terminate the (license, permit, etc., as appropriate) and to repossess said land and the facilities thereon, and hold the same a etc., as appropriate) had never been made or issued.*	will have the enter or re-enter and		
C.	With respect to deeds, in the event of breach of any of the above covenants, the will t in and become the absolute property of Laramie County, Wassigns.*	Non-discrimination here upon revert to and vest woming and its		
	Reverter clause and related language to be used only when it is detectors are to effectuate the purpose of Title VI.)	ermined that such a clause is		

### APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- 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;
- 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);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- 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;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the 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);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-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;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 etseq).

### Sandra Newland

From:

Rob Geringer

Sent:

Monday, October 10, 2016 9:12 AM

To:

Sandra Newland

Subject:

FW: FY2017 CMAQ Project - Laramie County

### Rob Geringer, PE

Director Laramie County Public Works 13797 Prairie Center Circle Cheyenne, WY 82009 307.633.4302 phone 307.633.4219 fax rgeringer@laramiecounty.com

From: WYDOT LGC [mailto:wydot.lgc@wyo.gov]
Sent: Friday, September 30, 2016 1:22 PM

To: Rob Geringer

Subject: FY2017 CMAQ Project - Laramie County



# Wyoming Department of Transportation

Providing a safe, high quality, and efficient transportation system: 5300 Bishop Boulevard Cheyenne, Wyoming 82009-3340



Dear Mr. Geringer -

Earlier this week, it was recommended that Laramie County receive \$116,000 in funding for the FY2017 CMAQ project. Your Local match will need to be \$29,000 cash. The following items need to be submitted to this email no later than October 17, 2016:

V- <u>Project modification letter</u> - In your project modification letter please advise if you will be providing any over-math (In-Kind) above the \$29,000 cash required for this project. Additionally please specify which roads from your application will be treated with this funding.

- Title VI/EEO Coordinator Form (found here) - the Title VI included in your application is specific to FTA Transit Services.

If you have any questions, please don't hesitate to contact our office.

Thank you,

### WYDOT Local Government Coordination Office

Wyoming Department of Transportation 5300 Bishop Blvd.
Cheyenne, WY 82009-3340
(307) 777-3938 Voice
wydot.lgc@wyo.gov
www.dot.state.wy.us

E-Mail to and from me, in connection with the transaction of public business, is subject to the Wyoming Public Records Act and may be disclosed to third parties.

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