

**HIGHWAY SAFETY PROGRAM FFY2021 SUB-AWARD AGREEMENT
BETWEEN THE WYOMING DEPARTMENT OF TRANSPORTATION
HIGHWAY SAFETY PROGRAM
AND LARAMIE COUNTY, LARAMIE COUNTY SHERIFF'S OFFICE**

I. Sub-Recipient Contact Information	
Sub-Recipient: Laramie County Laramie County Sheriff's Office Mailing Address: 309 W. 20th Street, Suite 140 Sub-Recipient Unique Entity Identifier: 197732709 Sub-Recipient Expenditure Amount: \$9,379.39	Sub Award Title: Occupant Protection High Visibility Overtime Enforcement City, State, Zip: Cheyenne, WY 82001-4452 Budget Period: October 1, 2020 – September 30, 2021 Sub-Recipient Indirect Rate: 0%
II. Highway Safety Program Contact Information	
Program Manager Name: Karson James Telephone: 307-777-4200 Email: karson.james@wyo.gov	Grant Manager Stephanie Lucero 307-777-4198 stephanie.lucero@wyo.gov
III. Highway Safety Program Award Information	
HSP Project Number: OP-2020-FA-OP-02 WYDOT Project Number: HS40221 Funding Source: 402 Is Award for Research or Development? No Total Expenditure Amount: \$9,379.39 Total Approved Funds: \$10,411.12	Program Area: Occupant Protection WYDOT Activity Number: WHVE Federal Percent: 90.49% Performance Period: September 1, 2020 – December 31, 2021 WYDOT Indirect Rate: 11% Local Benefit: \$9,421.02
IV. Federal Award Information	
NHTSA Region 8 Program Administrator Name: Gina Espinosa-Salcedo Telephone: 720-963-3100 Email: NHTSA.region8@dot.gov	
Assistance Listing Number: 20.600 Federal Awarding Agency: National Traffic Highway Safety Administration (NHTSA) FAIN: 69A37520300004020WY0 Amount of Federal Funds Obligated by Action: \$258,801.40 Total Federal Award: \$2,221,915.87	Assistance Listing Number Title: State and Community Highway Safety Federal Award Name: Highway Safety Behavioral Program (HSO) Federal Award Date: 02/03/2020 Total Amount of Funds Obligated: \$287,269.55

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 Blvd., Cheyenne, Wyoming 82009, to Laramie County, Laramie County Sheriff's Office (Sub-Recipient), whose address is 309 W. 20th Street, Suite 140, Cheyenne, WY 82001-4452.
2. **Purpose.** The purpose of this Agreement is to set forth the respective relationships and responsibilities of the Sub-Recipient and WYDOT in the administration of the Highway Safety Behavioral Program. This agreement establishes a responsibility of the Sub-Recipient to WYDOT and that the Sub-Recipient will follow all grant requirements as outlined by WYDOT and all applicable State and Federal regulations.
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of this Agreement is from October 1, 2020 or the Effective Date, whichever is later (Term Start Date), through December 31, 2021. The Sub-Recipient's Budget Period is from the Term Start Date, through September 30, 2021. WYDOT's Performance Period is from the Term Start Date through December 31, 2021.
4. **Problem Statement.** Seat belt usage is key to reducing injuries and is the single most effective way to protect yourself in a traffic crash. The 2019 national observed seat belt use rate is at 90.7% compared to Wyoming's Observed Seat Belt use at 78.3%. Wyoming experienced an 8% decline from 2018.

The Wyoming Electronic Crash Records System (WECRS) shows there were nearly fifteen thousand (15,000) traffic crashes in 2019 which is an increase of 7.2% over 2019 data. Low seat belt usage was a contributing factor to the one hundred forty-seven (147) fatalities with fifty-three (53) unbelted fatalities. In addition there were nine hundred forty-two (942) crashes with unbelted vehicle occupants and four hundred sixty-nine (469) unbelted injuries with one hundred seventy-five (175) critical injuries (fatal and serious injuries).

The Laramie County Sheriff's Office represented 2.10%, 2.48%, and 4.23% of all Occupant Protection related traffic crashes in 2017, 2018 and 2019 respectively (WYDOT Traffic Records).

5. **Scope of Work.** High Visibility Enforcement (HVE) is a universal traffic safety approach designed to create deterrence and change unlawful traffic behaviors. HVE combines highly visible and proactive occupant protection law enforcement. This project will provide year long sustained occupant protection overtime enforcement opportunities to local law enforcement agencies.
6. **Performance Measures.** Safety Management System (SMS) Committee analyzes the 5 and 10 year running averages along with recent trends to determine the performance targets.
 - A. C-1 Number of Traffic Fatalities (FARS, FHWA)
FY2021 Target: One hundred twenty-eight (128).

B. C-2 Number of Serious Injuries in Traffic Crashes (FARS, FHWA)
FY2021 Target: Four hundred and fifty (450).

C. C-4 Number of Unrestrained Passenger Vehicle Occupant Fatalities,
All Seat Positions (FARS)
FY2021 Target: Fifty-nine (59).

7. **Objectives.** Utilize local law enforcement to effectively deploy resources to assist in reducing unbelted fatalities and injuries through enforcement of Wyoming's Occupant Protection laws.

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

A. Conduct all grant related activity on the HSO Project Site. An email invite will be sent to the Project Director, Authorizing Official, and authorized signers upon execution of this Agreement. All reporting forms will be available on the HSO Project Site.

B. Conduct sustained year round enforcement based on a data driven efforts.

C. Participate in the required occupant protection 'May Mobilization' campaign from May 17, 2021 to June 6, 2021.

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

E. Ensure occupant protection enforcement is conducted from a marked patrol vehicle. No foot or bicycle patrols allowed.

F. Provide officer's participating in high visibility occupant protection overtime 'Wyoming Safety Belt Enforcement Guide'. WYDOT will provide Sub-Recipient copies upon execution of this agreement.

G. Ensure the Attachment E, Event Activity Summary Report (HS-7), which is attached to and incorporated into this Agreement by this reference, clearly indicates Occupant Protection is the focus of the event.

H. Ensure that the reporting officer clearly indicates on Attachment D, Officer Activity Report (HS-6), which is attached to and incorporated into this Agreement by this reference, that Occupant Protection is the focus of the overtime through one of the following methods.

(i) Enforcement of occupant protection as evidenced by occupant protection citations..

(ii) Occupant Protection enforcement as evidenced by occupant protection warnings.

(iii) Occupant protection enforcement identified as the focus of the event as noted by the officer working the overtime, including applicable observations that impact behavior-specific enforcement actions/outcomes.

- I. Ensure reimbursement is based on actual overtime expenditures and comply with the Fair Labor Standards Act (FLSA). Must provide official agency generated expense report(s) for labor charges.
- J. Ensure Project Director or Authorizing Official signature is on Attachment B, Grant Claim for Reimbursement, which is attached to and incorporated into this Agreement by this reference. If not, provide a letter authorizing said individual to approve expenditures.
- K. If an officer is called to assist with high priority calls that does not involve occupant protection overtime enforcement for any reason, officer must not claim reimbursement for overtime hours.
- L. May provide Officer Log or other supporting documentation when submitting Attachment B, Grant Claim for Reimbursement.
- M. If no grant funded impaired driving overtime is conducted during the month, Sub-Recipient must submit an Attachment B, Grant Claim for Reimbursement, indicating zero (0) expenditures or post a message on the HSO Project Site indicating no expenditures for that month.
- N. Notify WYDOT immediately if unable to fulfill the stated activities, for any reason, to discuss alternate plans.

9. Project Budget.

A. Cost Summary.

Personnel Services	\$ 9,379.39
Indirect Cost (0%)	<u>0.00</u>
Sub Total	\$ 9,379.39
WYDOT ICAP (11%)	<u>\$ 1,031.73</u>
Total	\$10,411.12

B. NOTES.

- (i) The Sub-Recipient shall submit all requests for reimbursement to WYDOT no later than October 15, 2021. Any cost modification of the budget must be approved by WYDOT.
- (ii) Any cost modification of the budget must be approved by WYDOT.
- (iii) The Sub-Recipient shall have the following documentation supporting expenditures when requesting reimbursement: Attachment B, Grant Claim for Reimbursement; Attachment C, Balance Report; which is attached to and incorporated into this Agreement by this reference; Agency Generated Expense

Report(s); Attachment E, Event Activity Report (HS-7); and Attachment D, Officer Activity Report (HS-6).

- (iv) When submitting payment to the HSO Project Site, ensure the file name includes the following information: Agency Name, Month, Focus of Enforcement (ie., any agency January DUI).
- (v) Payment will be processed upon review and approval of documentation submitted with Attachment B, Grant Claim for Reimbursement.
- (vi) If clarification, additional documentation, updates, or changes to support documentation is needed from any submitted or future expenses WYDOT will notify the Sub-Recipient in writing of the request and provide an expected response date or implementation date.
- (vii) The Sub-Recipient shall notify WYDOT immediately if they are unable to spend the budgeted amount, for any reason, to discuss alternate plans.

10. Project Evaluation/Reporting.

A. Monthly Report. Attachments D, Officer Activity Report (HS-6) and E, Event Activity Summary Report (HS-7) shall serve as the Monthly Report for all expenditures. Sub-Recipient must submit an Attachment B, Grant Claim for Reimbursement indicating zero (0) expenditures or post a message on the HSO Project Site indicating no expenditures for that month.

B. Annual Report. The Sub-Recipient shall provide a comprehensive summarized final reporting of all project activities occurring during the Budget Period with final billing. 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 WYDOT.

11. Seat Belt Policy. The Sub-Recipient shall have a seat belt usage policy and require any of its sub-recipients, contractors, subcontractors, and consultants to comply.

12. Federal Certifications and Assurances. The Sub-Recipient shall comply with all the requirements in Attachment A, Federal Certifications and Assurances, which is attached to and incorporated into this Agreement by this reference.

13. State Special Provisions for Federal Dollars.

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.** 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.** 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 Sub-Recipient breaches or violates this warranty, WYDOT may, at its discretion, terminate this Agreement without liability to WYDOT, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- E. Limitations on Lobbying Activities.** By signing this Agreement, Sub-Recipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by 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.** WYDOT shall have the right to monitor all activities related to this Agreement that are performed by 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 WYDOT.

J. Suspension and Debarment. By signing this Agreement, 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, Sub-Recipient agrees to notify WYDOT by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.

K. Administration of Federal Funds. 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 WYDOT.

L. Copyright License and Patent Rights. Sub-Recipient acknowledges that federal grantor, the State of Wyoming, and WYDOT reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which Sub-Recipient purchases ownership using funds awarded under this Agreement. Sub-Recipient must consult with WYDOT regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.

M. Federal Audit Requirements. 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. 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, Sub-Recipient shall provide one (1) copy of the audit report to WYDOT and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to WYDOT's records.

N. Non-Supplanting Certification. Sub-Recipient hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds

Highway Safety Program Sub-Award Agreement between the
Wyoming Department of Transportation Highway Safety Program and
Laramie County, Laramie County Sheriff's Office

that have been appropriated for the same purpose. 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.** Sub-Recipient shall not deposit grant funds in an interest bearing account without prior approval of WYDOT. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to WYDOT.

14. State General Provisions for Federal Dollars.

- 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.

Highway Safety Program Sub-Award Agreement between the
Wyoming Department of Transportation Highway Safety Program and
Laramie County, Laramie County Sheriff's Office

- 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. Certificate of Good Standing.** The Sub-Recipient shall provide to the WYDOT a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that Sub-recipient is authorized to conduct business in the State of Wyoming, if required, before performing work under this Agreement. Sub-Recipient shall ensure that annual filings and corporate taxes due and owing to the Secretary of State's office are up-to-date before signing this Agreement.
- H. 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.
- I. Confidentiality of Information. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Sub-Recipient in the performance of this Agreement shall be kept confidential by the Sub-Recipient unless written permission is granted by the WYDOT for its release. If and when Sub-Recipient receives a request for information subject to this Agreement, Sub-Recipient shall notify WYDOT within ten (10) days of such request and shall not release such information to a third party unless directed to do so by WYDOT.
- J. Entirety of Agreement.** This Agreement, consisting of thirteen (13) pages; and Attachment A, Federal Certifications and Assurances, consisting of twelve (12) pages, Attachment B, Grant Claim for Reimbursement consisting of one (1) page, Attachment C, Balance Report consisting of one (1) page, Attachment D, Officer Activity Report (HS-6), consisting of one (1) page, Attachment E, Event Activity Report (HS-7), consisting of one (1) page, 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.
- K. Ethics.** 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 Sub-Recipient's profession.
- L. 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.

- M. 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.
- N. 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.
- O. 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 WYDOT or to incur any obligation of any kind on behalf of the State of Wyoming or 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.
- P. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- Q. Ownership and Return of Documents and Information.** WYDOT is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Sub-Recipient in the performance of this Agreement. Upon termination of services, for any reason, 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.
- R. Patent or Copyright Protection.** The Sub-Recipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Sub-Recipient or its subcontractors will violate any such restriction. The Sub-Recipient

shall defend and indemnify the WYDOT for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.

- S. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- T. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- U. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and WYDOT expressly reserve sovereign immunity by entering into this Agreement and the 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.
- V. 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.
- W. 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.
- X. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- Y. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- Z. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.

AA. Waiver. The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

BB. Counterparts. This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the 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.

CC. Insurance Requirements. 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.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

15. **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.


SUB-RECIPIENT: PROJECT DIRECTOR NAME: Sandra Newland TITLE: Grants Manager PHONE: 307-633-4201 EMAIL: snewland@laramiecounty.com SIGNATURE:  DATE: 2/8/21	SUB-RECIPIENT: AUTHORIZING OFFICIAL NAME: Gunnar Malm TITLE: Commissioner PHONE: 307-633-4260 EMAIL: commissioner@laramiecounty.com SIGNATURE: DATE:
HIGHWAY SAFETY PROGRAM APPROVAL SIGNATURE: _____ DATE: _____	
WYDOT APPROVAL SIGNATURE: _____ DATE: _____	

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM


Alysia Goldman, Assistant Attorney General

02-05-21
Date

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



ATTACHMENT A

It is hereby understood that the Agreement, when approved and signed by all concerned parties, shall constitute an agreement by and between the applicant organization to perform in accordance with the terms of this attachment, taken as a whole. The Agreement is based on 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. 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);
 - C. 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);
 - D. 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;
 - E. THE AGE DISCRIMINATION ACT OF 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
 - 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. 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;
 - H. 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); and

- I. EXECUTIVE ORDER 13166, IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The Sub-Recipient –

- J. Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
- K. Will administer the program in a manner that reasonably ensures that any of its Sub-Recipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- L. Agrees to comply (and require any of its Sub-Recipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- M. Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- N. Insert in all contracts and funding agreements with other State or private entities the following clause:

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- (i) To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- (ii) Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;

- (iii) To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- (iv) That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- (v) To insert this clause, including paragraphs a through e, in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

2. **Certification – Drug Free Workplace.** This certification is required by the Corporation’s regulations implementing sections 5150-5160 of the Drug-Free Workplace Act of 1988 (P.L. 100-690), 45 CFR Part 2545, Subpart B. The regulations require certification by grantees, prior to award, that they will make a good faith effort, on a continuing basis, to maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification may be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment (see 2 CFR Part 180, Subparts G and H).

As the duly authorized representative of the grantee, I certify, to the best of my knowledge and belief, that the grantee will provide a drug-free workplace by:

- A. Publishing a drug-free workplace statement that:
 - (i) Notifies employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee’s workplace;
 - (ii) Specifies the actions that the grantee will take against employees for violating that prohibition; and
 - (iii) Informs employees that, as a condition of employment under any award, each employee will abide by the terms of the statement and notify the grantee in writing if the employee is convicted for a violation of a criminal drug statute occurring in the workplace within five days of the conviction;
- B. Requiring that a copy of the statement described in paragraph (A) be given to each employee who will be engaged in the performance of any Federal award;

- C. Establishing a drug-free awareness program to inform employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The grantee's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that the grantee may impose upon them for drug abuse violations occurring in the workplace;
 - D. Providing us, as well as any other Federal agency on whose award the convicted employee was working, with written notification within 10 calendar days of learning that an employee has been convicted of a drug violation in the workplace;
 - E. Taking one of the following actions within 30 calendar days of learning that an employee has been convicted of a drug violation in the workplace:
 - (i) Taking appropriate personnel action against the employee, up to and including termination; or
 - (ii) Requiring that the employee participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these 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 paragraphs (A) through (E).
3. **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.
4. **Certification Regarding Federal Lobbying.** The undersigned certifies, to the best of his or her knowledge and belief, that:
- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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 undersigned 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 \$10,000 and not more than \$100,000 for each such failure.

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

6. **Debarment and Suspension.**

- A. By signing and submitting this proposal, the prospective primary participant 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 a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant 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 department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies

available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

- D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant 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 department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it 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 prospective primary participant further agrees by submitting this proposal that it 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 department or agency entering into this 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.
- H. A participant 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. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant 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 participant 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 paragraph 6 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 may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

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

- K. The prospective primary participant 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-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 governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (iv) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- L. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- M. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- N. 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 prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

- O.** The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- P.** 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 person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- Q.** The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it 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.
- R.** The prospective lower tier participant further agrees by submitting this proposal that it 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.
- S.** A participant 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. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- T.** 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 participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- U.** Except for transactions authorized under paragraph 5 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.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

- V. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- W. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

This agreement is required to comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. As the prime recipient of these funds, WYDOT will report the required information to the Federal Funding Accountability and Transparency Act Sub-award Reporting System (FSRS). The FFATA requires any person or entity receiving contract or grant funds directly from the federal government to report certain information regarding those funds through a centralized website, www.fsrs.gov. The law requires that you provide your Data Universal Numbering System (DUNS) number to WYDOT. This requirement means you need to be registered with DUN and Bradstreet. Instructions for this process can be found at www.dnb.com. Additional information regarding this Act may be found at the following sites:

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

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

- 7. **Buy American Act.** The State and each Sub-Recipient will comply with the Buy America requirement (Executive order dated April 18, 2017) when purchasing items using Federal funds. Buy America requires a State, or Sub-Recipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, 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. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.
- 8. **Prohibition on Using Grant Funds to Check for Helmet Usage.** The State and each 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.

9. **Policy on Seat Belt Use.** In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program, or statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's Web site at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, DC metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to provide technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit its Web site at www.trafficsafety.org.
10. **Policy on Banning Text Messaging while Driving.** In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged 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. States are also encouraged 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.
11. **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 years from the date of submission of the final expenditure report. If any litigation, claim, or audit is started before the expiration of the 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 3 years after final disposition.
12. **Access to Records.** The Federal awarding agency, Inspector General, the Comptroller General of the United States, and WYDOT, or any of their authorized representatives, must have the right of access to any documents, papers, or other records which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.
13. **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 project agreement. Reimbursement will be

made periodically by 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 30 days following the completion of the project.

14. **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.
15. **Obligation Funds.** Federal funds may not be obligated prior to the effective date or subsequent to the termination date of the project period. Requests for reimbursement outstanding at the termination date of the project must be made within 30 days or those funds may not be paid.
16. **Changes.** The Sub-Recipient must obtain prior written approval from WYDOT for major project changes, including: changes of substance in project objectives, evaluation, activities, the project manager, key personnel, project budget or transfer of funds from one category in the budget to another. The period of performance of the project, however, cannot be changed.
17. **Program Income.** 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 State 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 agency matching requirements. The Sub-Recipient is responsible for reporting all program income according to federal and state requirements.
18. **Purchases.** Sub-Recipients shall follow such policies and procedures allowed by WYDOT when procuring property and services under a Federal award.
19. **Property Insurance.** The Sub-Recipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the Sub-Recipient.
20. **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 project agreement and approved in advance by WYDOT. The Sub-Recipient will retain ultimate control and responsibility for the project. WYDOT shall be provided with a copy of all contracts and agreements entered into by Sub-Recipients. 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 WYDOT.

21. **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.
22. **Single Audit.** Sub-Recipients that expend \$750,000 or more during their fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with 2 CFR Part 200 Subpart F.
23. **Wyoming Standard Field Sobriety Testing.** All law enforcement officers who are performing impaired driving enforcement activities with funding from WYDOT must be in compliance with the current Wyoming Standards for Field Sobriety Testing Standards.
24. **Central Sub-Recipient Registration (CCR) and Universal Identifier Requirements.** Requires that the Sub-Recipient be registered in the CCR prior to submitting an application or plan; and maintain an active CCR registration with current information at all times during which it has an active Federal award or an application or plan under consideration by an agency.
25. **Conflict of Interest.** The Sub-Recipient/LPA/Sponsor must disclose in writing any potential conflict of interest to WYDOT including financial or other personal interests.
26. **Mandatory Disclosures.** The Sub-Recipient/LPA/Sponsor must disclose, in a timely manner, in writing to WYDOT all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in remedies for noncompliance including suspension or debarment.