City of Powell

AGENDA
REGULAR CITY COUNCIL MEETING
OCTOBER 6, 2025 6:00 P.M.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL
Mayor John Wetzel; Councilmembers Tim Sapp, Steven Lensegrav, Geoff Hovivian, Zane Logan, Troy Bray and Kristy Fields

APPROVAL OF
1. Agenda
2. September 15, 2025 minutes
3. Bills & Claims

MATTERS FROM THE PUBLIC
1. Resolution No. 11, 2025: Request for Waiver of Open Container Oct 11, 2025 at Plaza Diane for Oktoberfest 12:00 p.m. to 8:00 p.m.
2.
3.

MAYOR/COUNCIL MEMBERS
1. Committee Updates
2.

LEGAL
1. Ordinance No. 17, 2025: An Ordinance to Amend Article 17, Chapter 24, Section 040, Subsection A of the Powell City Code Pertaining to Affordable Small Lot Exception to Minimum Lot Requirements. Third Reading
2. Ordinance No. 18, 2025: An Ordinance De-Annexing Certain Real Property in the City of Powell, Park County, Wyoming. Second Reading
3.
4.

ADMINISTRATIVE
1. Crisis Intervention Services, Inc., Memorandum of Understanding
2. WYDOT Behavioral Grant Program Agreement
3. Resolution 12, 2025 – A Resolution Adopting a Revised and Reformatted Version of the March 6, 2007 and December 19, 2017 City of Powell Personnel Policies and Procedure Manual that Will Become Effective October 6, 2025.
4.

GENERAL ANNOUNCEMENTS

ADJOURN

If you have questions, please contact the City Administrator by 9 a.m. prior to the meeting.

Next Scheduled Meeting

October 20, 2025

City Council Proceedings
September 15, 2025

The governing body of the City of Powell met in regular session at 6:00 p.m. on September 15, 2025, in the Council Chambers of City Hall. Mayor John Wetzel called the meeting to order, and the following were present: Council Members Tim Sapp, Steven Lensegrav, Geoff Hovivian, Zane Logan, Troy Bray and Kristy Fields. City Officials: Administrator Zack Thorington, City Clerk Tiffany Brando, Sanitation Supt. Allen Griffin and City Attorney Scott Kolpitcke.

Approval of Agenda: Councilman Logan moved to approve the agenda as presented, seconded by Councilman Bray, unanimous approval, MOTION CARRIED.

Approval of September 2, 2025 Minutes: Councilman Bray moved to approve as presented, seconded by Councilman Lensegrav, unanimous approval, MOTION CARRIED.

Bills and Claims: Mayor Wetzel abstained #46. Councilman Lensegrav made a motion the bills be allowed and authorize the Treasurer to draw warrants for payment of the same, seconded by Councilman Hovivian, unanimous approval, MOTION CARRIED.

PUBLIC HEARING 6:00 P.M.: Budget Amendment FY 2025-2026. Attorney Kolpitcke opened the hearing at 6:03 p.m., no comments, closed at 6:04 p.m.

Resolution No. 10, 2025: A Resolution to Amend the 2025-2026 Budget. Administrator Thorington discussed budget amendments for the current fiscal year $43,500 General Fund; $20,160 Water Fund; $354,253 ARPA Fund. Councilman Bray moved to approve and authorize necessary signatures, seconded by Councilman Sapp, unanimous approval, MOTION CARRIED.

Committee Updates: Councilman Logan WMPA, Councilman Lensegrav Rec Board and Councilman Hovivian Aiport.

Ordinance No. 17, 2024: Attorney Kolpitcke read by title only – An Ordinance to Amend Article 17, Chapter 24, Section 040, Subsection A of the Powell City Code Pertaining to Affordable Small Lot Exception to Minimum Lot Requirements. Councilman Hovivian moved to approve on second reading, seconded by Councilman Bray, aye Wetzel, Fields, Logan, Hovivian, Bray, nay Sapp. MOTION CARRIED.

Ordinance No. 18, 2025: Attorney Kolpitcke read by title only – An Ordinance De-Annexing Certain Real Property in the City of Powell, Park County, Wyoming. Administrator Thorington explained the properties by the sewer lagoon no longer owned by the city and has been seen by the county. Councilman Hovivian moved to approve on first, seconded by Councilman Logan, unanimous approval, MOTION CARRIED.

Motorola Solutions Service Agreement: Administrator Thorington explained the 9-1-1 radio and phone recorder known as NICE and is an annual agreement that did increase this year. Councilman Lensegrav moved to approve and authorize all necessary signatures, seconded by Councilman Hovivian, unanimous approval, MOTION CARRIED.

Bid Award Cab and Chassis Sanitation: Administrator Thorington explained this is the replacement for the cardboard recycling truck and the body for the cab will be sourced from source well. The winning bid is Fremont Motors Powell for $68,972 and will be delivered to have the body installed. Councilman Hovivian moved to approve and authorize all necessary signatures, seconded by Councilman Bray, unanimous approval, MOTION CARRIED.

Adjourn: There being no further business to be considered at this meeting; Councilman Lensegrav moved to adjourn, seconded by Councilman Hovivian, unanimous approval, MOTION CARRIED. Mayor Wetzel adjourned the regular meeting at 6:17 p.m.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

PAYROLL CLAIMS

1	AFLAC Dependent Childcare	$	291.66	Payroll Deductions
2	AFLAC Insurance Premiums	$	1,948.96	Payroll Deductions
3	AFLAC Unreimbursed Medical	$	3,519.34	Payroll Deductions
4	Internal Revenue Service	$	85,315.40	FICA
5	MASA Medical Air Services Assn	$	950.00	Payroll Deductions
6	Great West Retirement Service	$	11,801.28	Deferred Compensation
7	Wyoming Workforce Services	$	14,463.48	Worker's Compensation
8	Wyoming Retirement System	$	68,169.11	Retirement Contribution
9	Health Benefit Plan	$	95,970.00	Plan Benefit
	TOTAL PAYROLL RELATED:	**$**	**282,429.23**	
	TOTAL PAID WAGES IN SEPTEMBER 2025	**$**	**294,929.46**	

10	Allred, Bret T	Muni Court	1,800.00	Magistrate Duties
11	Alsco Uniforms	Aquatics	121.90	Mat Cleaning & Deodorizer's
12	Ascent Aviation Group, Inc	Airport	25,491.56	100LL Aviation Fuel
13	AT&T Mobility	Admin, PD	195.50	Monthly Cell Phone Fees
14	Autoworks Auto Sales Inc.	Police	1,144.90	New Tires Unit 9-16
15	AXON Enterprise Inc	Police	223.00	Taser Cartridges
16	Big Horn COOP Marketing Association	Streets	15.00	Tire Mount
17	Big Valley Bearing & Supply	Sanitation	27.17	Brake Can
18	Bighorn Basin Towing LLC	Police	1,038.00	Towing Services
19	Blair's Market	Aqua, Elec	23.36	Buns & Coffee
20	Bobcat of the Bighorn Basin	Electric	3,400.00	2025 Bobcat Skid Steer After Trade-in
21	Border States Electric Supply	Electric	5,509.77	Wire, Ground Rods, Tap Connectors & Fuses
22	Bradford Supply Company	Parks, Water	162.91	Fire Hose Reducer, Adapter, Valve's, Stiffeners & Fittings
23	CDW Government	Airport	363.63	Firewall Maintenance
24	Charter Communications	Various	119.99	Backup Internet Service
25	City of Powell ~ Utilities	Various	26,248.46	Monthly Utility Fees
26	Core & Main	Water	1,781.98	2" Sensus Water Meter
27	Crown Construction	Parks	50,341.02	Splash Pad Construction Final Pay Application
28	Crum Electric Supply	Aquatics	264.00	LED Bulbs
29	Earth Movers Excavation Inc.	ARPA	152,469.43	Storm Drain Project Pay Application 4
30	Energy Laboratories, Inc	Water, W Wat	3,345.00	Testing Fees
31	Engineering Associates	Various	18,754.79	General Engineering & Division Street Storm Drain
32	Evolution Motion Solutions	Sanitation	744.81	Valve Solenoids
33	Fastenal	Parks, Aqua	89.70	Trash Bags & Wedge Anchors
34	FR Wear	Electric	186.15	FR Pants
35	Franck, Steve	Electric	161.19	Work Boots
36	Fremont Motor Powell	Police	7,485.40	Engine & Parts for Unit 9-13
37	Garland Light & Power	Airport, W Wat	1,937.92	Electric Bills
38	Garrison Construction	Shop	33,250.00	Water Line Repair Parts & Sewer Line Replacement
39	General Distributing Company	Aquatics	1,929.17	CO2 & Tank Rental Fees
40	Graybar Electric Company	Electric	70,087.03	Poles, Fixtures, Blocks, Ground Boxes, Wire & Fuses
41	Heny, Shelley	Inspection	120.00	Planning & Zoning Secretarial Services
42	Intermountain Sweeper Company	Streets	1,503.96	Coupling Kit Sweeper
43	Kois Brothers Equipment	Sanitation	3,450.28	Hooks, Belts & Truck Electrical Repairs
44	Micro-Comm	Water	284.00	Power Supply Switch
45	Midland Implement Company, Inc	Parks	625.42	Diaphragm & Bonnet Assembly
46	Mike Preator Construction, Inc.	Streets	44,980.00	Alley Concrete & Curb Replacement
47	Montana Dakota Utilities Co	Parks	1,827.09	Repair Damaged Gas Line
48	Mountain Construction Company	Streets	698.25	Hot Mix
49	Mountain States Pipe & Supply	Water	444.32	ERT Adapter Cables
50	Norco Inc	Parks	419.56	Toilet Tissue
51	Northwest Rural Water District	Airport, W Wat	201.50	Water Fees
52	O'Reilly Automotive, Inc.	Various	1,175.16	Paint, Gloves, Filters, Mount, Spark Plugs, Gasket, Pin & Leveler
53	Office Shop, The	Finance, PD	216.83	Copy Fees
54	One-Call of Wyoming	Elec, Water	128.10	Dig Tickets
55	Powell Ace Hardware, LLC	Various	1,312.29	Misc. Purchases for Various Departments
56	Powell Welding & Industrial Supply, LLC	Water	108.53	Couplers & Marking Paint
57	Print With Kelly	Police	169.00	Information Exchange Cards & Bike Licenses
58	Production Machine Company	Various	2,268.01	Galvanized Pipe, Bollards, Pipe Repair & Replacement
59	Quadient, Inc.	Finance	105.00	Quarterly Postage Meter Fees
60	Quality Asphalt Paving	Streets, Water	3,250.00	Patching
61	Rimrock Tire Corp	Sanitation	4,664.11	Tires, Recaps & Tire Repairs
62	Rocky Mountain Power	Waste Water	61.04	RD 6 Pump Fees
63	Roselli Cleaning Services LLC	Various	4,860.00	Contracted Cleaning Services
64	Safeguard Business Systems, Inc.	Finance	299.47	Deposit Tickets
65	Sapp, Tim	Council	18.20	Mileage Reimbursement for Pipeline Meeting
66	Stryker Sales, LLC	Police	1,288.00	Lithium Batteries & Electrodes
67	TCT	Various	690.27	Phone, Fax, Internet & TV
68	US. Foods	Aquatics	848.72	Concession & Household Supplies
69	Verizon Wireless	Various	1,732.32	Monthly Cell Phone Charges, New I Phone Admin.
70	WESCO Receivables Corp	Electric	2,716.16	Wire & Epoxilators
71	White Ink	Electric	144.00	Door Hangers
72	WLEA-ADVTrng	Police	2,034.05	Basic Training Fees - A Firkins
73	WPCI	Various	91.28	Monthly Drug Testing Fees
74	Wyoming Local Government Liability Pool	Water	240.81	Water Hammer Deductible

Total Claims: **$491,688.47**

Resolution No. 11, 2025

A RESOLUTION PROVIDING FOR EXCEPTIONS TO THE OPEN CONTAINER LAWS FOR THE CITY OF POWELL FOR A SPECIAL OCCASION OPEN TO THE PUBLIC AND OBSERVED BY THE COMMUNITY AT LARGE.

WHEREAS, Plaza Diane desires to hold an Oktoberfest at Plaza Diane on October 11, 2025, and

WHEREAS, the City, pursuant to Section 9.08.070 of the Powell City Code, City Council may grant exceptions to the open container laws by special Resolution of the governing body for special occasions open to the public; and

IT IS HEREBY RESOLVED by the governing body of the City of Powell, Wyoming as follows:

An exception is hereby granted to allow a waiver of the open container law for Oktoberfest at Plaza Diane at 211 N. Bent St, Powell, WY from 12:00 p.m. to 8:00 p.m. on October 11, 2025 in a specially fenced area surrounding the front of the Plaza Diane property and the ½ block of 2nd street between the alley and Bent Street. Security is to be provided by Plaza Diane Event Committee to monitor all entrance/exits of this area to ensure no alcoholic beverages are not carried outside of the fenced area and to monitor consumption levels of patrons. Cleanup of the area is to be completed within one-half hour of closure time. All city and state laws governing the sale and consumption of malt beverages must be complied with and Hillside Events and the Plaza Diane Board are aware of the City's recommended guidelines for responsible alcohol consumption.

Adopted by the governing body of the City of Powell, Park County, Wyoming in a regular open meeting, on the 6th day of October, 2025.

CITY OF POWELL

_____

John F. Wetzel, Mayor

Attest:

_____

Tiffany Brando, City Clerk

City of Powell
Application for Waiver of Open Container Ordinance

Requirements: Application for waiver must be made at a regular meeting not less than thirty days prior to the event. (Ordinance 9.08.080)

Applicant Name LeAnne Kindred

Address 211 N. Bent

Phone 307-202-1074

Business/Group Name Plaza Diane Community Center for the Arts

Event Name Oktoberfest

Event Date(s) October 11, 2025

Event Times Noon - 8 pm (Outdoor cooking noon - 3; event 3-8)

Location of event: Plaza Diane, 211 N. Bent

Details (placement of fencing, etc.)
Fencing and barrels will be placed in order to confine event participants to the Plaza and the 1/2 block of 2nd street between the alley and Bent street.

Security provided by: Event committee

Alcohol Sales:

Catered by (catering permit needed):

Malt Beverages only (malt beverage permit needed): Hillside Events

Signature of Applicant: LeAnne Kindred Date: 9/10/2025

Office Use

Resolution No. 11, 2025

City Clerk:

Police:

Date Waiver/Resolution for approved:

Date catering/malt beverage permit applied for: 9/3/25

ORDINANCE NO. 17, 2025

AN ORDINANCE TO AMEND ARTICLE 17, CHAPTER 24, SECTION 040, SUBSECTION A OF THE POWELL CITY CODE PERTAINING TO AFFORDABLE SMALL LOT EXCEPTION TO MINIMUM LOT REQUIREMENTS

IT IS HEREBY ORDAINED by the Governing Body of the City of Powell, Park County, Wyoming, as follows:

SECTION 1: Article 17, Chapter 24, Section 040, Subsection A of the Powell City Code shall (Affordable Small Lot Exception to Minimum Lot Requirements) shall be AMENDED to read as follows:

Sec. 17.24.040. For the purpose and intention of encouraging construction of affordable one-family dwellings, two lots may be created by the division of a vacant existing corner or reverse corner lot, which resulting two lots are smaller than the minimum lot requirements identified in section 17.24.030, so long as the following conditions are met:

A. The corner or reverse corner lot to be divided is located within the original townsite of Powell ~~and~~ or within the R-G General Residential District and is a vacant lot.

SECTION 2: This Ordinance shall become effective at the final passage and publication in the Powell Tribune.

PASSED on first reading, this ___ day of August, 2025
PASSED on second reading, this _____ day of August, 2025
PASSED on third reading, ___ day of September, 2025

CITY OF POWELL

_____
John F. Wetzel, Mayor

ATTEST:

_____
Tiffany Brando, City Clerk

PUBLISH: Powell Tribune, _____, 2025

ORDINANCE NO. 18, 2025

AN ORDINANCE DE-ANNEXING CERTAIN REAL PROPERTY IN THE CITY OF POWELL, PARK COUNTY, WYOMING

WHEREAS, all the property owners of the properties described on the attached Exhibit A (hereinafter the Properties) have signed a petition requesting de-annexation of the Properties from the City of Powell; and

WHEREAS, the Governing Body finds as follows:

1. The landowners of the properties described above (hereinafter the Properties) signed a petition, pursuant to W.S. § 15-1-421, consenting to, and asking the Governing Body of the City of Powell, Wyoming (City) to de-annex the Properties, and to re-draw the boundaries of the City to exclude the Properties; and

2. The Park County Commissioners also received the petition, and adopted and approved Resolution 2025-55, which approved a report on the proposed de-annexation on July 15, 2025; and

3. Notice of the petition for de-annexation was published in the Powell Tribune on June 3, 2025; and

4. The City has received no objections to the proposed de-annexation;

NOW, THEREFORE, it is hereby ordained by the Governing Body of the City of Powell, Park County, Wyoming as follows:

SECTION 1. The Properties shall be de-annexed from the City of Powell, Park County, Wyoming, as of the effective date of this Ordinance, which real properties are located in the County of Park, State of Wyoming, and more particularly described upon Exhibit "A" attached hereto and by this reference incorporated herein.

SECTION 2. This ordinance shall be in full force and effect upon adoption and publication as required by law.

PASSED on first reading, this ___ day of September, 2025
PASSED on second reading, this _____ day of October, 2025
PASSED on third reading, ___ day of October, 2025

CITY OF POWELL

_____
John F. Wetzel, Mayor

ATTEST:

_____
Tiffany Brando, City Clerk

PUBLISH: Powell Tribune: _____, 2025

EXHIBIT A

De-Annexation of Properties:

Landowner Allen and Katie Griffin, Property Description:

Lot 3, BITTER CREEK SUBDIVISION, as located in Book "C" of plats, Page 96, according to the records of the County Clerk and Recorder of Park County, State of Wyoming.

Landowner Erik Petersen, Property Description:

A tract of land within Resurvey Lot 37, T.56N., R99W., 6th P.M., Park County, Wyoming, more particularly described as follows:

That part of the SE ¼ SW ¼ of said Lot 37 lying north of Bitter Creek excepting the west 200 feet thereof containing 2.6 acres more or less and being subject to any rights-of-way or easements of record or as may appear upon the premises.

Landowner Jason and Bobie Miller, Property Description:

The southern portion of:

A parcel of land located in the SW1/4 of Lot 37, more particularly described as commencing at the southwest 1/16 corner of Lot 37, said corner being marked by a brass cap; thence south 89°55'42" east along the south line of NE1/4SW1/4 of Lot 37 for 200.00 feet to the point of beginning; thence North 00°01'20" East for 153.00 feet to a two inch aluminum cap monument; thence south 00°01'20" west, for 153.00 feet to the south line of the NE1/4SW1/4 of Lot 37 being marked by a two inch aluminum cap monument; thence South 18°25' West for 133 feet more or less to the center line of Bitter Creek; thence along the following bearings and distance along the center line of Bitter Creek:

North 80° West, for 115 feet more or less

South 67° West, for 100 feet more or less

South 36° West, for 110 feet more or less

Thence, leaving said center line, North 00°01'20" East for 235 feet more or less to the point of beginning.

The above parcel contains 2.0 acres more or less.

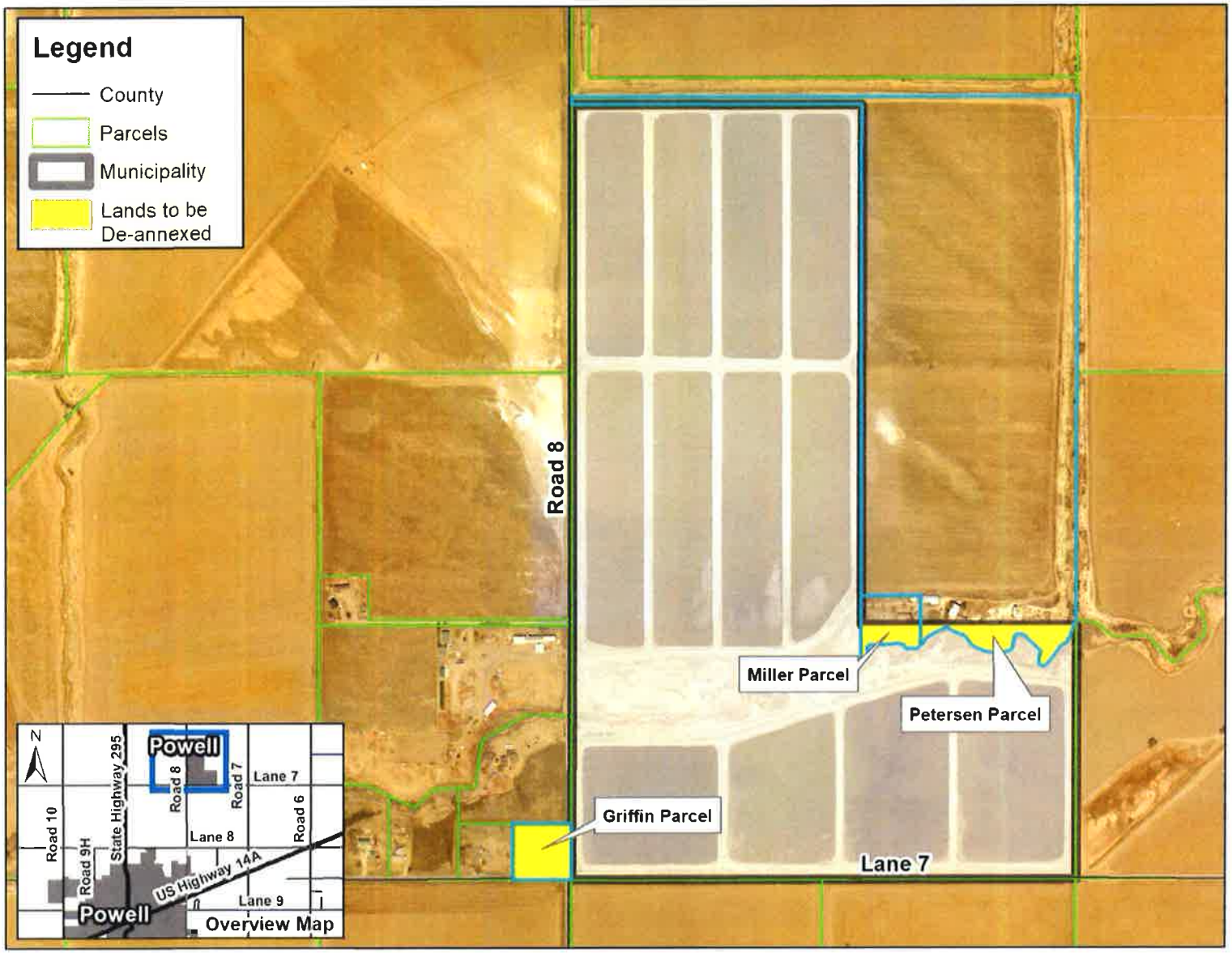


Figure 1: Lands in yellow are subject to the de-annexation petitions.

City of Powell

Agenda Item Request Form

Agenda item for October 6, 2025 City Council Meeting

Subject: CIS MOU

Item to be presented by: Jim / Zack

Description of agenda item: This updated Memorandum of Understanding (MOU) requested by Crisis Intervention Services (CIS) describes and declares the relationship and responsibilities of the City of Powell, specifically the Powell Police Department. This MOU was signed and approved by the City of Powell in 2010 and this updated version identifies a new Powell Police Liaison, Lieutenant Matt McCaslin.

What action do you recommend the City Council take on this item?

Please approve the form and all necessary signatures.

J. Rhea
Submitted by

Approved by Mayor

Approved by City Administrator

Note: This form must be approved by the City Administrator and/or Mayor and be submitted to the City Clerk's Office NO LATER THAN 5:00 p.m. on the Wednesday prior to the Council meeting to be included on the agenda.

CRISIS INTERVENTION SERVICES

P.O. Box 1324
Cody, Wyoming 82414

Cody Office - 307-272-4754
Powell Office - 307-754-7959
Fax - 307-754-4448

9/15/2025

Subject: Partnership Request in Support of Grant Application

Dear Chief Rhea,

I hope you're doing well! I'm reaching out on behalf of Crisis Intervention Services (CIS) because we are in the process of applying for a HOME-ARP grant through the Wyoming Community Development Authority (WCDA). This funding will help us complete Phase 2 of our building project, which is to build two non-congregate shelter units for victims of domestic violence, sexual assault, and stalking.

A big part of the application is showing that we have strong partners in the community. Naturally, we thought of your organization right away. Your work aligns so closely with ours, and together we can make an even bigger impact.

To help demonstrate that partnership, we'd love for you to join us by signing a simple Memorandum of Understanding (MOU). It's not a contract or financial obligation—just a way to show support and outline how we'll work together toward shared goals.

We'd be so grateful for your support in this process, and we're excited about the chance to collaborate more closely. Please feel free to reach out to me at 307-754-7959 or director@cis-park.org with any questions. We kindly request the return of the MOU by Wednesday, September 24, 2025. This will allow us to stay on schedule with the grant application deadline.

Thank you for considering, and we look forward to working with you!

Warmly,

Alaina Doely
Executive Director

Park County
Crisis Intervention Services, Inc. (CIS)
Memorandum of Understanding (MOU)
For FY 2026

In order to better serve the victims of domestic violence, stalking, sexual assault, child abuse and all crimes committed in Park County, Crisis Intervention Services (CIS) and the following agencies/organizations agree to work together toward the mutual goal of providing maximum assistance to those victims residing in Park County.

Partners with CIS for implementing this project: CIS and the following **Partners:** Park County Attorney's Office, Park County Sheriff's Office, Powell Police Department, Cody Police Department, Cody Regional Health, Powell Valley Healthcare, Cedar Mountain Center, Oxbow Center, Park County Treatment Court, Park County Public Health and Park County Department of Family Services.

Extent of participation in developing this CIS project: CIS and the aforementioned **Partners** meet daily, weekly, monthly and quarterly (depending on agency and need) to discuss the implementation of the goals, objectives and project activities of the CIS Strategic Plan that includes these grant funded activities.

(CIS and Powell Police Department)

Crisis Intervention Services agrees to:

1) Maintain a 24-hour telephone service that will provide information to callers regarding services and options available to victims of domestic violence, stalking and sexual assault.

2) Make immediate contact with the victim (within one hour of notification by law enforcement in order to: a) provide information concerning the court process and available services; b) elicit victim's input into the court process; c) ascertain the victim's wishes regarding conditions of release; and d) offer accompaniment throughout the court process.

3) Provide support and assistance for victims throughout the civil or criminal court process by accompanying them to court, advocating on their behalf when appropriate, and providing transportation and child care when possible.

4) Provide monthly support/educational groups for victims.

5) Facilitate the exchange of information relevant to the case as desired by the victim.

6) Work with law enforcement and affected criminal justice agencies to ensure appropriate court outcomes by advocating on individual cases and by coordinating domestic violence, stalking and sexual assault intervention policies and procedures development with criminal justice and other community agencies.

7) Provide training to local law enforcement and other criminal justice agencies on the issue of domestic violence, stalking and sexual assault, as needed.

8) Meet with individual agency liaisons to discuss deviations from procedure or changes in protocol.

9) Meet with representatives of all involved agencies to discuss the effectiveness of the policies and practices of the coordinated community response.

10) Inform clients of the option of reporting abuse to Law Enforcement and the County Attorney's Office. Crisis Intervention Services will support clients in their decisions about reporting these crimes;

11) Meet and discuss issues concerning cases which involve clients of Crisis Intervention Services;

12) Provide temporary shelter and food, if needed, to the victims and their children referred by the Powell Police Department. Crisis Intervention Services will also provide a toll free 24-hour crisis line, 24-hour crisis intervention, referrals, medical, social service and legal advocacy and support group;

13) Inform clients of their rights as a victim of crime, and coordinate with the Powell Police Department as to assuring these rights;

14) Cooperate regarding cross-training on domestic violence, stalking and sexual assault and;

15) Under the terms of this agreement, Crisis Intervention Services will adhere to the requirements of Wyo. § 1-12-116. Concerning confidential communication between family violence and sexual assault advocate and victim.

Powell Police Department agrees to:

1) Dispatch and/or the arresting officer will utilize the CIS 24-hour telephone service and crisis line advocates that will provide information to victims of domestic related crimes regarding services and options available to them.

2) Review, revise, and update law enforcement procedure as pertains to domestic violence, sexual assault and stalking with Crisis Intervention Services, as needed.

3) Provide and/or participate in annual training on domestic assault, as needed.

4) Officer Matt McCaslin will act as liaison to Crisis Intervention Services for purposes of implementing this Working Agreement.

5) Participate in meetings with Crisis Intervention Services and other criminal justice agency representatives as part of the coordinated community response.

6) Cooperate regarding in-service training on domestic violence, stalking and sexual assault and;

7) Share with Crisis Intervention Services non-privileged information regarding charges filed, case status, court dates, the legal resolution of cases, or any other important information that concerns clients of Crisis Intervention Services.

Print - Name/Title	Signature	Date
Alaina Doely, Executive Director		
Print - Name/Title	Signature	Date

City of Powell

Agenda Item Request Form

Agenda item for October 6, 2025 City Council Meeting

Subject: Approve Agreement Signatures for Council-Approved WYDOT Behavioral Grants Program

Item to be presented by: Jim/Zack

Description of agenda item: City Council previously approved the Powell Police Department's participation in the WYDOT Behavioral Grants Program, which includes DWUI and occupant safety enforcement funds. This request is for the approval of all necessary signatures on that program agreement.

What action do you recommend the City Council take on this item?

Please approve all necessary signatures.

J. Rhea
Submitted by

Approved by Mayor

Approved by City Administrator

Note: This form must be approved by the City Administrator and/or Mayor and be submitted to the City Clerk's Office NO LATER THAN 5:00 p.m. on the Wednesday prior to the Council meeting to be included on the agenda.

HIGHWAY SAFETY PROGRAM FEDERAL FISCAL YEAR (FFY) 2026 SUBAWARD AGREEMENT BETWEEN THE WYOMING DEPARTMENT OF TRANSPORTATION, HIGHWAY SAFETY PROGRAM AND CITY OF POWELL, POWELL POLICE DEPARTMENT

1. **Parties.** This is a Subaward Agreement (Agreement) of federal financial assistance from the Wyoming Department of Transportation, Highway Safety Program (WYDOT), whose address is: 5300 Bishop Boulevard, Cheyenne, Wyoming 82009, to City of Powell, Powell Police Department (Subrecipient), whose address is: 250 North Clark Street, Powell, Wyoming 82435-1950.

2. **Purpose of Agreement.** Impaired Driving is responsible for needless deaths and injuries on Wyoming roadways each year. High Visibility Enforcement (HVE) is a universal traffic safety approach designed to deter and change unlawful driving behaviors through proactive law enforcement aimed at impaired drivers.

   During the years 2020 to 2024, impaired driving contributed to 37.8% of fatal crashes and 21.2% of suspected serious injury crashes, as reported by the Wyoming Electronic Crash Records System. The 2023 *Alcohol and Crime in Wyoming* report indicated that arrests for driving under the influence (DUI) accounted for 32.5% of all statewide arrests, with an average blood alcohol concentration (BAC) of 0.16. Additionally, 51.0% of people arrested for DUI had a reported BAC above 0.16, and 13.0% had a BAC of 0.24 or greater.

   The purpose of this Agreement is to set forth the terms and conditions by which the Subrecipient will participate in year-long, sustained HVE that will focus on National Highway Traffic Safety Administration (NHTSA) impaired driving enforcement campaigns, task forces, and localized events during which data has shown an increase in traffic crashes and fatalities on Wyoming roadways.

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, 2025, or the Effective Date, whichever is later, through January 28, 2027. Subrecipient's Budget Period is from October 1, 2025, or the Effective Date, whichever is later, through September 30, 2026. The WYDOT's Performance Period is from October 1, 2025, through January 28, 2027.

4. **Deliverables.** Subrecipient will effectively deploy resources to assist in reducing impaired driving fatalities and injuries through sustained enforcement of Wyoming's impaired driving laws.

5. **Performance Measures.** Performance Measures are set by the Safety Management System (SMS) Committee based on an analysis of five (5) and ten (10) year running averages along with recent trends. The goals and deliverables identified in Section 7 and Section 8 below will assist the WYDOT in reaching the following statewide performance measures:

   A. C-1 Number of Traffic Fatalities (Fatality Analysis Reporting System [FARS]).

B. C-2 Number of Serious Injuries in Traffic Crashes (FARS).

C. C-5 Number of fatalities in crashes involving a driver or motorcycle operator with a BAC of 0.08 and above (FARS).

D. S-2 Number of Drug Involved Fatal and Serious Injuries (State).

6. Payment.

A. The WYDOT agrees to reimburse the Subrecipient for the activities described in Section 7 below. Total payment under this Agreement shall not exceed three thousand dollars ($3,000.00). Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement.

B. No payment shall be made for work performed before the Effective Date of this Agreement. Should the Subrecipient fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Subrecipient performs its duties and responsibilities to the satisfaction of the WYDOT.

C. The Federal Award Identification Number (FAIN) and related federal award information is included in Attachment A, Federal Award Information, which is attached to and incorporated into this Agreement by this reference.

D. Except as otherwise provided in this Agreement, the Subrecipient shall pay all costs and expenses, including travel, incurred by Subrecipient or on its behalf in connection with Subrecipient's performance and compliance with all of Subrecipient's obligations under this Agreement.

E. The Subrecipient shall provide WYDOT with summary information on all expenses incurred during the Budget Period by October 31, 2026. Failure to provide this information may result in the WYDOT failing to reimburse Subrecipient for any expenses incurred but not reported. If the Subrecipient cannot meet the deadline, the Subrecipient must contact WYDOT in writing to request an extension. The WYDOT will review the request to determine whether to grant approval.

F. In accordance with 23 CFR Part 1300.13, Subrecipient, as a representative of its political subdivision, requests the benefit of the WYDOT's coordination of paid media and marketing to capitalize on the HVE and education model necessary to change driver behavior. The WYDOT will coordinate paid and earned media statewide to complement the enforcement initiative outlined in this Agreement. The outreach may include the following: television spots, radio spots, online ads, billboards, print ads, press releases, posters, flyers, and/or outreach events. These

efforts will include local jurisdictions and will be coordinated statewide. By signing below, the Project Director signifies understanding of the outreach component of the mobilization and approves the use of these educational techniques within the Subrecipient's jurisdiction.

7. **Responsibilities of Subrecipient.** The Subrecipient agrees to:

A. Conduct all grant related activity on the Highway Safety Office (HSO) Project Site. An email invite will be sent to the Project Director, Authorizing Officials, and authorized signers upon execution of this Agreement.

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

C. Participate in the following mandatory impaired driving campaigns:

(i) "Holiday Season" from December 10, 2025, to January 1, 2026; and
(ii) "National Mobilization" from August 19, 2026, to September 7, 2026.

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

D. Ensure impaired driving enforcement is conducted from a marked patrol vehicle. No on-foot or bicycle patrols are allowed.

E. Submit reimbursement requests by the 15th of every month. Reimbursement requests for expenses more than three (3) months after the expenses were incurred may not be processed for payment. The Subrecipient shall submit all final requests for reimbursement to the WYDOT no later than October 30, 2026, unless an extension has been approved in writing by the WYDOT.

(i) Grant Claim for Reimbursement. The Grant Claim for Reimbursement must be signed by the Project Director, Authorized Agency Official, or an authorized signatory identified by Subrecipient in a letter to the WYDOT. The file name must include the following: Agency name, month, and the focus of enforcement (e.g., any agency January DUI). In the event there are no expenditures, Subrecipient must submit the Grant Claim for Reimbursement form indicating zero (0) expenditures or post a message on the HSO Project Site indicating there are no expenditures for that month.

(ii) Balance Report. The balance report must be completely filled out and adjusted accordingly for each month.

(iii) Officer Activity Report Form (HS-6). The form must clearly indicate impaired driving is the focus of the overtime through one (1) of the following methods.

(a) Enforcement of impaired driving as evidenced by an impaired driving arrest.

(b) If no impaired driving arrests are made, a comment is required in the notes section as to why.

(iv) Event Summary Report (HS-7). The form must be completely filled out and signed by the Authorizing Official or the Project Director.

(v) Expense Report. Subrecipient must provide an official agency-generated expense report(s) for labor charges to be reimbursed. Labor charges must comply with Fair Labor Standards Act (FLSA). Reimbursement will be based on actual overtime expenditures.

F. Acknowledge if an officer is called to assist with a high priority call that does not involve impaired driving overtime enforcement, for any reason, the officer must not claim reimbursement for overtime hours.

G. Not purchase equipment with funding awarded under this Agreement.

H. Any cost modification of the budget must be approved by the WYDOT.

I. If clarification, additional documentation, updates, or changes to support documentation is needed for any submitted or future expenses, the WYDOT will notify Subrecipient in writing of the request and provide an expected response date or implementation date.

J. Notify the WYDOT immediately if for any reason they are unable to fulfill stated activities to discuss alternate plans.

K. Notify the WYDOT immediately if for any reason they are unable to spend the budgeted amount to discuss alternate plans.

L. Review and sign the Annual Report summarizing all fiscal year project activities acknowledging its accuracy. Subrecipient may comment on project successes and/or challenges via the HSO Project Site.

8. **Responsibilities of the WYDOT.** The WYDOT agrees to:

A. Pay Subrecipient in accordance with Section 6 above.

B. Provide Subrecipient an Annual Report summarizing all fiscal year project activities.

9. **Seat Belt Policy.** Subrecipient shall adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned

vehicles. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. Information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives is available for download at www.trafficsafety.org.

10. Special Provisions.

A. Assumption of Risk. Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to Subrecipient's failure to comply with state or federal requirements. The WYDOT shall notify Subrecipient of any state or federal determination of noncompliance.

B. Environmental Policy Acts. Subrecipient agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.

C. Human Trafficking. As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:

(i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;

(ii) Procures a commercial sex act during the period of time that the award is in effect; or

(iii) Uses forced labor in the performance of the award or sub-awards under the award.

D. Kickbacks. Subrecipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If Subrecipient breaches or violates this warranty, the WYDOT may, at its discretion, terminate this Agreement without liability to the WYDOT, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

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

F. **Monitoring Activities.** The WYDOT shall have the right to monitor all activities related to this Agreement that are performed by Subrecipient or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of Agreement related work.

G. **Nondiscrimination.** Subrecipient shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.

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

I. **Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for Subrecipient and related to the services and work to be performed under this Agreement, shall identify the WYDOT as the sponsoring agency and shall not be released without prior written approval of the WYDOT.

J. **Suspension and Debarment.** By signing this Agreement, Subrecipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Subrecipient agrees to notify the WYDOT by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.

K. **Administration of Federal Funds.** Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*; requirements in Attachment B, Federal Certifications and Assurances, which is attached to and incorporated into this Agreement by this reference; and any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by the WYDOT.

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

M. **Federal Audit Requirements.** Subrecipient agrees that if it expends an aggregate amount in excess of the amount set forth in 2 CFR Part 200, Subpart F in federal awards during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Agreement, Subrecipient shall provide one (1) copy of the audit report to the WYDOT and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to the WYDOT's records.

N. **Non-Supplanting Certification.** Subrecipient hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.

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

P. **Applicability of Appendix II to 2 CFR Part 200.** This Agreement has been funded, in whole or in part, with an Award of Federal funds and is bound by the federal contract provisions required by the Uniform Guidance Appendix II of 2 CFR Part 200 (the Federal Contract Provisions), incorporated herein by this reference. In the event of a conflict between the Special Provisions section of this Agreement, or any attachments or exhibits incorporated herein, and the Federal Contract Provisions, the Federal Contract Provisions shall control. Failure to comply with the Federal Contract Provisions shall constitute an event of default under this Agreement. If such a default remains uncured five (5) calendar days following the termination of a thirty (30) day prior written notice period, the WYDOT may terminate this Agreement. This remedy will be in addition to any other remedy available to the State of Wyoming and the WYDOT under this Agreement, at law, or in equity.

11. **General Provisions.**

A. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.

B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

C. **Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. Subrecipient shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the WYDOT.

D. **Audit and Access to Records.** The WYDOT and its representatives shall have access to any books, documents, papers, electronic data, and records of Subrecipient which are pertinent to this Agreement. Subrecipient shall immediately, upon receiving written instruction from the WYDOT, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of Subrecipient which are pertinent to this Agreement. Subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the WYDOT.

E. **Availability of Funds.** Each payment obligation of the WYDOT is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the WYDOT at the end of the period for which the funds are available. The WYDOT shall notify Subrecipient at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the WYDOT in the event this provision is exercised, and the WYDOT shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

F. **Award of Related Agreements.** The WYDOT may award supplemental or successor agreements for work related to this Agreement or may award agreements

to other subrecipients for work related to this Agreement. Subrecipient shall cooperate fully with other subrecipients and the WYDOT in all such cases.

G. **Compliance with Laws.** Subrecipient shall keep informed of and comply with all applicable federal, state, and local laws, and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.

H. **Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by Subrecipient in the performance of this Agreement shall be kept confidential by Subrecipient unless written permission is granted by the WYDOT for its release. If and when Subrecipient receives a request for information subject to this Agreement, Subrecipient shall notify the WYDOT within ten (10) days of such request and shall not release such information to a third party unless directed to do so by the WYDOT.

I. **Entirety of Agreement.** This Agreement, consisting of thirteen (13) pages; Attachment A, Federal Award Information, consisting of one (1) page; Attachment B, Federal Certifications and Assurances, consisting of six (6) pages; and the Federal Contract Provisions, represent the entire and integrated Agreement between the parties and shall supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.

J. **Ethics.** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Subrecipient's profession.

K. **Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the WYDOT and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.

L. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits

delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

M. **Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

N. **Independent Contractor.** Subrecipient shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, Subrecipient shall be free from control or direction over the details of the performance of services under this Agreement. Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by Subrecipient in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the WYDOT or to incur any obligation of any kind on behalf of the State of Wyoming or the WYDOT. Subrecipient agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of Subrecipient or Subrecipient's agents or employees as a result of this Agreement.

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

P. **Ownership and Return of Documents and Information.** The WYDOT is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by Subrecipient in the performance of this Agreement. Upon termination of services, for any reason, Subrecipient agrees to return all such original and derivative information and documents to the WYDOT in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.

Q. **Patent or Copyright Protection.** Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by Subrecipient or its subcontractors will violate any such restriction. Subrecipient shall defend and indemnify the WYDOT for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.

R. **Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204 (b)(iv).

S. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

T. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and the WYDOT expressly reserve sovereign immunity by entering into this Agreement and Subrecipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

U. **Taxes.** Subrecipient shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.

V. **Termination of Agreement.** This Agreement may be terminated, without cause, by the WYDOT upon thirty (30) days written notice. This Agreement may be terminated by the WYDOT immediately for cause if Subrecipient fails to perform in accordance with the terms of this Agreement.

W. **Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

X. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.

Y. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.

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

AA. **Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by Subrecipient of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the WYDOT.

BB. **Insurance Requirements.** Subrecipient is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.*, and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, *et seq.*, and shall provide a letter verifying its participation in the WARM or LGLP to the WYDOT.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

WYDOT: AUTHORIZING OFFICIAL

Brian Olsen, P.E., Assistant Chief Engineer, Engineering and Planning — Date

SUBRECIPIENT: AUTHORIZING OFFICIAL

James H. Rhea
James H. Rhea (Sep 15, 2025 08:48:14 MDT)

James Rhea, Chief of Police — 09/15/2025 Date

SUBRECIPIENT: AUTHORIZING OFFICIAL

John Wetzel
John Wetzel (Sep 26, 2025 09:32:18 MDT)

John F. Wetzel, Mayor — 09/26/2025 Date

SUBRECIPIENT: PROJECT DIRECTOR

Matt J McCaslin
Matt J McCaslin (Sep 8, 2025 12:49:12 MDT)

Matt McCaslin, Lieutenant — 09/08/2025 Date

SUBRECIPIENT: ATTESTATION

Tiffany Brando, City Clerk — Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

#250062

Tyler M. Renner, Supervising Attorney General — 07-29-2025 Date

ATTACHMENT A
Federal Award Information

I. Subrecipient Contact Information	
Subrecipient Name: City of Powell **Mailing Address:** 250 North Clark Street **City, State, Zip:** Powell, Wyoming 82435-1950	**Subrecipient Unique Entity Identifier:** YU9AKA8XTAM3 **Sub Award Title:** Impaired Driving High Visibility Enforcement (HVE) Overtime **Budget Period:** October 1, 2025, or the Effective Date – September 30, 2026
II. Subrecipient Budget	
Personnel Services:	$3,000.00
Subrecipient Total Expenditure Amount:	**$3,000.00**
*Budget lines may be adjusted with approval from the Highway Safety Office	
III. Highway Safety Program Award Information	
Agreement Number: 250062 **AGA Project Number:** AL-2026-IJ-AL-02 **WYDOT Project Information:** HS40226/WHVA **Funding Source:** 402 **Period of Performance:** October 1, 2025 – December 31, 2026 **WYDOT Indirect Cost Rate:** 11%	**Is Award for Research or Development?** No **Total Approved Cost Sharing:** 90.49% **Total Amount of Federal Award including approved Cost Sharing:** $3,330.00 **Local Benefit:** $2,714.70
IV. Federal Agency	
National Highway Traffic Safety Administration (NHTSA) **Region 8 Program Administrator** **Name:** Gina Espinosa-Salcedo **Telephone:** 720-963-3100 **Email:** NHTSA.region8@dot.gov	
V. Federal Award Information	
Federal Awarding Agency: NHTSA **Assistance Listing Number:** 20.600 **Assistance Listing Title:** State and Community Highway Safety **Federal Award Name:** Highway Safety Behavioral Program **Federal Award Identification Number:** 69A37525300004020WY0 **Federal Award Date:** December 19, 2024 **Budget Approved by the Federal Agency:** $3,330.00 **Amount of Federal Funds Obligated by Action:** $563,582.64 **Total Amount of Federal Funds Obligated:** $691,321.40	

HIGHWAY SAFETY PROGRAM FEDERAL FISCAL YEAR (FFY) 2026 SUBAWARD AGREEMENT BETWEEN THE WYOMING DEPARTMENT OF TRANSPORTATION, HIGHWAY SAFETY PROGRAM AND CITY OF POWELL, POWELL POLICE DEPARTMENT

1. **Parties.** This is a Subaward Agreement (Agreement) of federal financial assistance from the Wyoming Department of Transportation, Highway Safety Program (WYDOT), whose address is: 5300 Bishop Boulevard, Cheyenne, Wyoming 82009, to City of Powell, Powell Police Department (Subrecipient), whose address is: 250 North Clark Street, Powell, Wyoming 82435-1950.

2. **Purpose of Agreement.** There are needless deaths and injuries on Wyoming roadways due to unbelted vehicle occupants each year despite prevention efforts. High Visibility Enforcement (HVE) is a universal traffic safety approach designed to deter and change unlawful driving behaviors through education and enforcement. Wyoming's 2024 Observed Seat Belt use was 73.4%, which is well below the 2023 national observed seat belt use rate of 91.9%. The Wyoming Electronic Crash Records System reported in 2024 there were 102 fatal traffic crashes with 107 fatalities, of which 45 were unbelted fatalities and 54 were speed-related fatalities. Speed can be used as a trigger offense to enforce seat belt laws.

   The purpose of this Agreement is to set forth the terms and conditions by which the Subrecipient will participate in sustained year-long HVE overtime that will focus on National Highway Traffic Safety Administration (NHTSA) occupant protection enforcement campaigns, task forces, and localized events during which data has shown an increase in traffic crashes and fatalities due to lack of seat belt usage.

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, 2025, or the Effective Date, whichever is later, through January 28, 2027. Subrecipient's Budget Period is from October 1, 2025, or the Effective Date, whichever is later, through September 30, 2026. The WYDOT's Performance Period is from October 1, 2025, through January 28, 2027.

4. **Deliverables.** Subrecipient will effectively deploy resources to assist in reducing unbelted fatalities and injuries through sustained enforcement of Wyoming's Occupant Protection laws.

5. **Performance Measures.** Performance Measures are set by the Safety Management System (SMS) Committee based on an analysis of five (5) and ten (10) year running averages along with recent trends. The goals and deliverables identified in Section 7 and Section 8 below will assist the WYDOT in reaching the following statewide performance measures:

   A. C-1 Number of Traffic Fatalities (Fatality Analysis Reporting System [FARS]).

B. C-2 Number of Serious Injuries in Traffic Crashes (FARS).

C. C-4 Number of Unrestrained Passenger Vehicle Occupant Fatalities, All Seat Positions (FARS).

D. C-6 Number of Speeding Related Fatalities (FARS).

6. Payment.

A. The WYDOT agrees to reimburse the Subrecipient for the activities described in Section 7 below. Total payment under this Agreement shall not exceed two thousand, five hundred dollars ($2,500.00). Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement.

B. No payment shall be made for work performed before the Effective Date of this Agreement. Should the Subrecipient fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Subrecipient performs its duties and responsibilities to the satisfaction of the WYDOT.

C. The Federal Award Identification Number (FAIN) and related federal award information is included in Attachment A, Federal Award Information, which is attached to and incorporated into this Agreement by this reference.

D. Except as otherwise provided in this Agreement, the Subrecipient shall pay all costs and expenses, including travel, incurred by Subrecipient or on its behalf in connection with Subrecipient's performance and compliance with all of Subrecipient's obligations under this Agreement.

E. The Subrecipient shall provide WYDOT with summary information on all expenses incurred during the Budget Period by October 31, 2026. Failure to provide this information may result in the WYDOT failing to reimburse Subrecipient for any expenses incurred but not reported. If the Subrecipient cannot meet the deadline, the Subrecipient must contact WYDOT in writing to request an extension. The WYDOT will review the request to determine whether to grant approval.

F. In accordance with 23 CFR Part 1300.13, Subrecipient, as a representative of its political subdivision, requests the benefit of the WYDOT's coordination of paid media and marketing to capitalize on the HVE and education model necessary to change driver behavior. The WYDOT will coordinate paid and earned media statewide to complement the enforcement initiative outlined in this Agreement. The outreach may include the following: television spots, radio spots, online ads, billboards, print ads, press releases, posters, flyers, and/or outreach events. These

efforts will include local jurisdictions and will be coordinated statewide. By signing below, the Project Director signifies understanding of the outreach component of the mobilization and approves the use of these educational techniques within the Subrecipient's jurisdiction.

7. **Responsibilities of Subrecipient.** The Subrecipient agrees to:

A. Conduct all grant related activity on the Highway Safety Office (HSO) Project Site. An email invite will be sent to the Project Director, Authorizing Officials, and authorized signers upon execution of this Agreement.

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

C. Participate in the required occupant protection "May Mobilization" campaign from May 11, 2026, to May 31, 2026.

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

D. Ensure occupant protection enforcement is conducted from a marked patrol vehicle. No on-foot or bicycle patrols are allowed.

E. Provide officers participating in HVE occupant protection overtime with the "Wyoming Safety Belt Enforcement Guide." The WYDOT will provide Subrecipient copies upon execution of this Agreement.

F. Submit reimbursement requests by the 15th of every month. Reimbursement requests for expenses more than three (3) months after the expenses were incurred may not be processed for payment. The Subrecipient shall submit all final requests for reimbursement to the WYDOT no later than October 30, 2026, unless an extension has been approved in writing by the WYDOT.

(i) Grant Claim for Reimbursement. The Grant Claim for Reimbursement must be signed by the Project Director, Authorized Agency Official, or an authorized signatory identified by Subrecipient in a letter to the WYDOT. The file name must include the following: Agency name, month, and the focus of enforcement (e.g., any agency January OP). In the event there are no expenditures, Subrecipient must submit the Grant Claim for Reimbursement form indicating zero (0) expenditures or post a message on the HSO Project Site indicating there are no expenditures for that month.

(ii) Balance Report. The balance report must be completely filled out and adjusted accordingly for each month.

(iii) Officer Activity Report Form (HS-6). The form must clearly indicate occupant protection is the focus of the overtime through one (1) of the following methods.

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

(b) Occupant protection enforcement as evidenced by occupant protection warnings.

(c) If no occupant enforcement citations or warnings are issued, a comment is required in the notes section as to why.

(iv) Event Summary Report (HS-7). The form must be completely filled out and signed by the Authorizing Official or the Project Director.

(v) Expense Report. Subrecipient must provide an official agency-generated expense report(s) for labor charges to be reimbursed. Labor charges must comply with Fair Labor Standards Act (FLSA). Reimbursement will be based on actual overtime expenditures.

G. Acknowledge if an officer is called to assist with a high priority call that does not involve occupant protection overtime enforcement, for any reason, the officer must not claim reimbursement for overtime hours.

H. Not purchase equipment with funding awarded under this Agreement.

I. Any cost modification of the budget must be approved by the WYDOT.

J. If clarification, additional documentation, updates, or changes to support documentation is needed for any submitted or future expenses, the WYDOT will notify Subrecipient in writing of the request and provide an expected response date or implementation date.

K. Notify the WYDOT immediately if for any reason they are unable to fulfill stated activities to discuss alternate plans.

L. Notify the WYDOT immediately if for any reason they are unable to spend the budgeted amount to discuss alternate plans.

M. Review and sign the Annual Report summarizing all fiscal year project activities acknowledging its accuracy. Subrecipient may comment on project successes and/or challenges via the HSO Project Site.

8. **Responsibilities of the WYDOT.** The WYDOT agrees to:

A. Pay Subrecipient in accordance with Section 6 above.

B. Provide Subrecipient an Annual Report summarizing all fiscal year project activities.

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

10. **Special Provisions.**

A. **Assumption of Risk.** Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to Subrecipient's failure to comply with state or federal requirements. The WYDOT shall notify Subrecipient of any state or federal determination of noncompliance.

B. **Environmental Policy Acts.** Subrecipient agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.

C. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:

(i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;

(ii) Procures a commercial sex act during the period of time that the award is in effect; or

(iii) Uses forced labor in the performance of the award or sub-awards under the award.

D. **Kickbacks.** Subrecipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If Subrecipient breaches or violates this warranty, the WYDOT may, at its discretion, terminate this Agreement without liability to the WYDOT, or

deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

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

F. **Monitoring Activities.** The WYDOT shall have the right to monitor all activities related to this Agreement that are performed by Subrecipient or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of Agreement related work.

G. **Nondiscrimination.** Subrecipient shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.

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

I. **Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for Subrecipient and related to the services and work to be performed under this Agreement, shall identify the WYDOT as the sponsoring agency and shall not be released without prior written approval of the WYDOT.

J. **Suspension and Debarment.** By signing this Agreement, Subrecipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Subrecipient agrees to notify the WYDOT by

certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.

K. **Administration of Federal Funds.** Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*; requirements in Attachment B, Federal Certifications and Assurances, which is attached to and incorporated into this Agreement by this reference; and any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by the WYDOT.

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

M. **Federal Audit Requirements.** Subrecipient agrees that if it expends an aggregate amount in excess of the amount set forth in 2 CFR Part 200, Subpart F in federal awards during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Agreement, Subrecipient shall provide one (1) copy of the audit report to the WYDOT and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to the WYDOT's records.

N. **Non-Supplanting Certification.** Subrecipient hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.

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

P. **Applicability of Appendix II to 2 CFR Part 200.** This Agreement has been funded, in whole or in part, with an Award of Federal funds and is bound by the federal contract provisions required by the Uniform Guidance Appendix II of 2

CFR Part 200 (the Federal Contract Provisions), incorporated herein by this reference. In the event of a conflict between the Special Provisions section of this Agreement, or any attachments or exhibits incorporated herein, and the Federal Contract Provisions, the Federal Contract Provisions shall control. Failure to comply with the Federal Contract Provisions shall constitute an event of default under this Agreement. If such a default remains uncured five (5) calendar days following the termination of a thirty (30) day prior written notice period, the WYDOT may terminate this Agreement. This remedy will be in addition to any other remedy available to the State of Wyoming and the WYDOT under this Agreement, at law, or in equity.

11. General Provisions.

A. Amendments. Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.

B. Applicable Law, Rules of Construction, and Venue. The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

C. Assignment Prohibited and Agreement Shall Not be Used as Collateral. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. Subrecipient shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the WYDOT.

D. Audit and Access to Records. The WYDOT and its representatives shall have access to any books, documents, papers, electronic data, and records of Subrecipient which are pertinent to this Agreement. Subrecipient shall immediately, upon receiving written instruction from the WYDOT, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of Subrecipient which are pertinent to this Agreement. Subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the WYDOT.

E. Availability of Funds. Each payment obligation of the WYDOT is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative

action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the WYDOT at the end of the period for which the funds are available. The WYDOT shall notify Subrecipient at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the WYDOT in the event this provision is exercised, and the WYDOT shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

F. **Award of Related Agreements.** The WYDOT may award supplemental or successor agreements for work related to this Agreement or may award agreements to other subrecipients for work related to this Agreement. Subrecipient shall cooperate fully with other subrecipients and the WYDOT in all such cases.

G. **Compliance with Laws.** Subrecipient shall keep informed of and comply with all applicable federal, state, and local laws, and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.

H. **Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by Subrecipient in the performance of this Agreement shall be kept confidential by Subrecipient unless written permission is granted by the WYDOT for its release. If and when Subrecipient receives a request for information subject to this Agreement, Subrecipient shall notify the WYDOT within ten (10) days of such request and shall not release such information to a third party unless directed to do so by the WYDOT.

I. **Entirety of Agreement.** This Agreement, consisting of thirteen (13) pages; Attachment A, Federal Award Information, consisting of one (1) page; Attachment B, Federal Certifications and Assurances, consisting of six (6) pages; and the Federal Contract Provisions, represent the entire and integrated Agreement between the parties and shall supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.

J. **Ethics.** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Subrecipient's profession.

K. **Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the WYDOT and shall be accomplished through a written amendment between the parties entered into before

the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.

L. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

M. **Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

N. **Independent Contractor.** Subrecipient shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, Subrecipient shall be free from control or direction over the details of the performance of services under this Agreement. Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by Subrecipient in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the WYDOT or to incur any obligation of any kind on behalf of the State of Wyoming or the WYDOT. Subrecipient agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of Subrecipient or Subrecipient's agents or employees as a result of this Agreement.

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

P. **Ownership and Return of Documents and Information.** The WYDOT is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by Subrecipient in the performance of this Agreement. Upon termination of services, for any reason, Subrecipient agrees to return all such original and derivative

information and documents to the WYDOT in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.

Q. **Patent or Copyright Protection.** Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by Subrecipient or its subcontractors will violate any such restriction. Subrecipient shall defend and indemnify the WYDOT for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.

R. **Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204 (b)(iv).

S. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

T. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and the WYDOT expressly reserve sovereign immunity by entering into this Agreement and Subrecipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

U. **Taxes.** Subrecipient shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.

V. **Termination of Agreement.** This Agreement may be terminated, without cause, by the WYDOT upon thirty (30) days written notice. This Agreement may be terminated by the WYDOT immediately for cause if Subrecipient fails to perform in accordance with the terms of this Agreement.

W. **Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

X. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.

Y. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.

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

AA. **Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by Subrecipient of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the WYDOT.

BB. **Insurance Requirements.** Subrecipient is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.*, and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, *et seq.*, and shall provide a letter verifying its participation in the WARM or LGLP to the WYDOT.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

WYDOT: AUTHORIZING OFFICIAL

Brian Olsen, P.E., Assistant Chief Engineer, Engineering and Planning — Date

SUBRECIPIENT: AUTHORIZING OFFICIAL

James H. Rhea
James H. Rhea (Sep 15, 2025 08:48:14 MDT)
James Rhea, Chief of Police — 09/15/2025 — Date

SUBRECIPIENT: AUTHORIZING OFFICIAL

John Wetzel
John Wetzel (Sep 26, 2025 09:32:18 MDT)
John F. Wetzel, Mayor — 09/26/2025 — Date

SUBRECIPIENT: PROJECT DIRECTOR

Matt J McCaslin
Matt J McCaslin (Sep 8, 2025 12:49:12 MDT)
Matt McCaslin, Lieutenant — 09/08/2025 — Date

SUBRECIPIENT: ATTESTATION

Tiffany Brando, City Clerk — Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

#250063
FCV Tyler M. Renner, Supervising Attorney General — 07.29.25 — Date

ATTACHMENT A
Federal Award Information

I. Subrecipient Contact Information	
Subrecipient Name: City of Powell **Mailing Address:** 250 North Clark Street **City, State, Zip:** Powell, Wyoming 82435-1950	**Subrecipient Unique Entity Identifier:** YU9AKA8XTAM3 **Sub Award Title:** Occupant Protection High Visibility Enforcement Overtime **Budget Period:** October 1, 2025, or the Effective Date – September 30, 2026
II. Subrecipient Budget	
Personnel Services:	$2,500.00
Subrecipient Total Expenditure Amount:	**$2,500.00**
*Budget lines may be adjusted with approval from the Highway Safety Office	
III. Highway Safety Program Award Information	
Agreement Number: 250063 **AGA Project Number:** OP-2026-IJ-OP-02 **WYDOT Project Information:** HS40226/WHVE **Funding Source:** 402 **Period of Performance:** October 1, 2025 – December 31, 2026 **WYDOT Indirect Cost Rate:** 11%	**Is Award for Research or Development?** No **Total Approved Cost Sharing:** 90.49% **Total Amount of Federal Award including approved Cost Sharing:** $2,775.00 **Local Benefit:** $2,262.25
IV. Federal Agency	
National Highway Traffic Safety Administration (NHTSA) **Region 8 Program Administrator** **Name:** Gina Espinosa-Salcedo **Telephone:** 720-963-3100 **Email:** NHTSA.region8@dot.gov	
V. Federal Award Information	
Federal Awarding Agency: NHTSA **Assistance Listing Number:** 20.600 **Assistance Listing Title:** State and Community Highway Safety **Federal Award Name:** Highway Safety Behavioral Program **Federal Award Identification Number:** 69A37525300004020WY0 **Federal Award Date:** December 19, 2024 **Budget Approved by the Federal Agency:** $2,775.00 **Amount of Federal Funds Obligated by Action:** $311,820.30 **Total Amount of Federal Funds Obligated:** $346,120.54	

ATTACHMENT B
Federal Certifications and Assurances

It is hereby understood that the Agreement, when approved and signed by all concerned parties, shall constitute an agreement by Subrecipient to perform in accordance with the terms of this attachment, taken as a whole. The attachment is based on the Federal guidelines found in 23 CFR Appendix A to Part 1300 – Certifications and Assurances for Highway Safety Grants.

1. **Nondiscrimination.** Subrecipient will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

   A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, or national origin);

   B. 49 CFR Part 21 (entitled Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

   C. 28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

   D. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

   E. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability) and 49 CFR Part 27;

   F. The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients, and contractors, whether such programs or activities are Federally funded or not);

   G. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 *et seq.),* and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);

   H. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 *et seq.),* (prohibits discrimination on the basis of age);

   I. Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities,

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

J. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));

2. **Political Activities (Hatch Act).** Subrecipient will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

3. **Certification Regarding Federal Lobbying.** Subrecipient certifies, to the best of its knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. Subrecipient shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, U.S. Code, Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000.00) and not more than one hundred thousand dollars ($100,000.00) for each such failure.

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

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

A. By executing this Agreement, Subrecipient is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

B. The certification in this clause is a material representation of fact upon which reliance was placed when the WYDOT determined to enter into this transaction. If it is later determined that Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available, to the Federal Government or the WYDOT may terminate this transaction for cause or default or may pursue suspension or debarment.

C. Subrecipient shall provide immediate written notice to the WYDOT to which this proposal is submitted if at any time Subrecipient learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

D. The terms *covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,* as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR Part 180 and 1200. Subrecipient may contact the WYDOT for assistance in obtaining a copy of those regulations.

E. Subrecipient shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

F. Subrecipient will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the WYDOT without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.

G. Subrecipient in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Subrecipient is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each Subrecipient may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of Subrecipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

I. Except for transactions authorized under Section 3, Certification Regarding Federal Lobbying of these assurances, if Subrecipient in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the WYDOT may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend Subrecipient, or take other remedies as appropriate.

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

A. Subrecipient, by signing this Agreement, acknowledges that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

B. Where Subrecipient is unable to certify to any of the Statements in this certification, Subrecipient shall provide the WYDOT with a written explanation.

7. **Buy American Act.** Subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five percent (25%). In order to use Federal funds to purchase foreign produced items, the WYDOT must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

8. **Certification on Conflict of Interest.** General Requirements:

A. No employee, officer, or agent of the WYDOT or its Subrecipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any sub-award, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such sub-award. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a sub-award. Based on this policy:

(i) Subrecipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.

(a) The code or standards shall provide that Subrecipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.

(b) The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.

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

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

A. Subrecipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which Subrecipient has taken or proposes to take to avoid or mitigate such conflict.

B. NHTSA will review the disclosure and may require additional relevant information from Subrecipient. If a conflict of interest is found to exist, NHTSA may:

(i) terminate the award, or

(ii) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

C. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one (1) year of the date of award. Key personnel shall include any person owning more than a twenty percent (20%) interest in Subrecipient, and the officers, employees, or agents of Subrecipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

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

11. **Policy on Seat Belt Use.** In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Subrecipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally owned vehicles. NHTSA is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. Subrecipient can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

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

RESOLUTION NO. 12, 2025

A RESOLUTION ADOPTING A REVISED AND REFORMATTED VERSION OF THE MARCH 6, 2007 AND DECEMBER 19, 2017 CITY OF POWELL PERSONNEL POLICIES AND PROCEDURE MANUAL THAT WILL BECOME EFFECTIVE OCTOBER 6, 2025

WHEREAS the governing body of the City of Powell previously adopted a Personnel Policies and Procedures Manual which became effective March 6, 2007 and was revised and adopted in December 19, 2017;

WHEREAS several of those policies have required updates and revisions since 2017; and

WHEREAS much time and effort has been expended by the City of Powell for the purpose of reformatting the December 19, 2017 version and adopting a new City of Powell Personnel Policies and Procedures Manual with current updates; and

WHEREAS the City now desires to adopt a new, updated City of Powell Personnel Policies and Procedures Manual which is in its final form.

IT IS THEREFORE HEREBY RESOLVED by the governing body of the City of Powell, Wyoming, as follows:

Section 1. The governing body of the City of Powell hereby adopts a new formatted version of the City of Powell Personnel Policies and Procedures Manual as presented to the governing body on October 6, 2025 to become effective October 6, 2025.

Section 2. The Policies and Procedures Manual is not intended to be contractual in nature and all policies and procedures contained in the manual are legislative decisions made by the governing body and are subject to change from time to time as decided by the governing body of the City of Powell.

Section 3. The City of Powell Personnel Policies and Procedures Manual which was previously adopted by the City of Powell and became effective December 19, 2017, including subsequent updates of those policies, shall be replaced by the new Policies and Procedures Manual, as formatted.

Adopted by the governing body of the City of Powell, Park County, Wyoming in a regular open meeting, on the 6th day of October, 2025.

CITY OF POWELL

_____
John F. Wetzel, Mayor

Attest:

_____
Tiffany, Brando City Clerk