



# Department of Environmental Quality

*To protect, conserve and enhance the quality of Wyoming's environment for the benefit of current and future generations.*



Mark Gordon, Governor

Todd Parfitt, Director

January 2, 2024

Campbell County School District #1  
1000 West Eight Street  
Gillette, Wyoming 82716

**RE: Grant Agreement Between the Wyoming Department of Environmental Quality and the Campbell County School District #1**

Dear Alex Ayers:

Enclosed for your execution is an electronic original of the Grant Agreement between the WDEQ and Campbell County School District #1.

If you agree with the provisions of this contract please execute by electronic signature.

If you have questions regarding the content of this contract, please contact Dale Vanlandingham at (307) 777-1947.

Sincerely,

*Sierra Oman*

Sierra Oman  
Accountant

Enclosures

**GRANT AGREEMENT BETWEEN  
WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY  
AND  
CAMPBELL COUNTY SCHOOL DISTRICT #1**

1. **Parties.** The parties to this Grant Agreement (Agreement) are the Wyoming Department of Environmental Quality (Agency), whose address is: 200 West 17<sup>th</sup> Street, Cheyenne, WY 82001 and Campbell County School District #1 (Grantee), whose address is: 1000 West Eighth Street, Gillette, Wyoming 82716.
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which the Agency shall reimburse the Grantee for the replacement of four (4) school buses used for student transportation.
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of the Agreement is from the Effective Date through December 31, 2024. All services shall be completed during this term.
4. **Reimbursement.**
  - A. The Agency agrees to reimburse the Grantee as set forth in Attachment A, which is attached to and incorporated into this Agreement by this reference. Total reimbursement under this Agreement shall not exceed one hundred seventy-nine thousand, seventy-five dollars (\$179,075.00). Reimbursement shall be made when all requirements set forth in Attachment B, Attachment C and Attachment D, which are attached to and incorporated herein by reference, are completed. Reimbursement shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Grantee shall submit invoices and proof of payment in sufficient detail to ensure that reimbursement may be made in conformance with this Agreement.
  - B. No reimbursement shall be made for work performed before the Effective Date of this Agreement. Should the Grantee fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, reimbursement under this Agreement may be withheld until such time as the Grantee performs its duties and responsibilities to the satisfaction of Agency.
  - C. Except as otherwise provided in this Agreement, the Grantee shall pay all costs and expenses, including travel, incurred by Grantee or on its behalf in connection with Grantee's performance and compliance with all of Grantee's obligations under this Agreement.

5. **Responsibilities of Grantee.** The Grantee agrees to:

- A. Purchase four (4) buses to replace those detailed in Attachment A, Project Description. Attachment A details the vehicle(s) that will be replaced and permanently disabled after replacement vehicle(s) arrive.
- B. Return completed Attachments A, B, and C to Agency.

6. **Responsibilities of Agency.** The Agency agrees to:

- A. Reimburse Grantee in accordance with Section 4 above.

7. **Special Provisions.**

- A. **Assumption of Risk.** The Grantee shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Grantee's failure to comply with state or federal requirements. The Agency shall notify the Grantee of any state or federal determination of noncompliance.
- B. **Environmental Policy Acts.** Grantee agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- C. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
  - (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
  - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
  - (iii) Uses forced labor in the performance of the award or subawards under the award.
- D. **Kickbacks.** Grantee 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 Grantee breaches or violates this warranty, Agency may, at

its discretion, terminate this Agreement without liability to Agency, 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, Grantee certifies and agrees that, in accordance with P.L. 101-121, reimbursements made from a federal grant shall not be utilized by Grantee or its subgrantees 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.** Agency shall have the right to monitor all activities related to this Agreement that are performed by Grantee or its subgrantees. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of Agreement related work.
- G. Nondiscrimination.** The Grantee shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.
- H. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.
- I. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Grantee and related to the services and work to be performed under this Agreement, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.
- J. Suspension and Debarment.** By signing this Agreement, Grantee certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement

suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Grantee agrees to notify Agency 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.** Grantee agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; CFDA 66.039 Diesel Emissions Reduction Assistance; 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 Agency.
- L. Copyright License and Patent Rights.** Grantee acknowledges that federal grantor, the State of Wyoming, and Agency 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 Grantee purchases ownership using funds awarded under this Agreement. Grantee must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- M. Federal Audit Requirements.** Grantee agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Grantee agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. If findings are made which cover any part of this Agreement, Grantee shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records.
- N. Non-Supplanting Certification.** Grantee 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. Grantee 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.** Grantee shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant

funds distributed under this Agreement must be used to increase the scope of the program or returned to Agency.

**8. General Provisions.**

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Grantee shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- D. Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Grantee which are pertinent to this Agreement
- E. Availability of Funds.** Each reimbursement obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the reimbursement 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 Agency at the end of the period for which the funds are available. The Agency shall notify the Grantee 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 Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future reimbursements due or for any damages as a result of termination under this section.

- F. Award of Related Agreements.** The Agency may award supplemental or successor agreements for work related to this Agreement or may award agreements to other grantees for work related to this Agreement. The Grantee shall cooperate fully with other grantees and the Agency in all such cases.
- G. Compliance with Laws.** The Grantee shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- H. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Grantee in the performance of this Agreement shall be kept confidential by the Grantee unless written permission is granted by the Agency for its release. If and when Grantee receives a request for information subject to this Agreement, Grantee shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.
- I. Entirety of Agreement.** This Agreement, consisting of twelve (12) pages; Attachment A, Funding Detail, consisting of one (1) page, Attachment B, Scrapage Statement, consisting of two (2) pages, Attachment C, Eligibility Statement, consisting of one (1) page, and Attachment D, Subaward Data Form, consisting of two (2) pages, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- J. Ethics.** Grantee 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 Grantee'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 Agency 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.** The Grantee shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Grantee shall be free from control or direction over the details of the performance of services under this Agreement. The Grantee shall assume sole responsibility for any debts or liabilities that may be incurred by the Grantee in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Grantee or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Grantee agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Grantee or the Grantee'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.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract. Upon termination of services, for any reason, Contractor agrees to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of



information by any other means shall be by a parcel service that utilizes tracking numbers.

**Q. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

**R. Insurance Requirements.**

- (i) During the term of this Contract, the Contractor shall obtain and maintain, and ensure that each subcontractor obtains and maintains, each type of insurance coverage specified in Insurance Coverage, below.
- (ii) All policies shall be primary over any insurance or self-insurance program carried by the Contractor or the State of Wyoming. All policies shall include clauses stating that each insurance carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
- (iii) The Contractor shall provide Certificates of Insurance to the Agency verifying each type of coverage required herein. If the policy is a “claims made” policy instead of an “occurrence” policy, the information provided shall include, but is not limited to, retroactive dates and extended reporting periods or tails.
- (iv) All policies shall be endorsed to provide at least thirty (30) days advance written notice of cancellation to the Agency. A copy of the policy endorsement shall be provided with the Certificate of Insurance.
- (v) In case of a breach of any provision relating to Insurance Requirements or Insurance Coverage, the Agency may, at the Agency’s option, obtain and maintain, at the expense of the Contractor, such insurance in the name of the Contractor, or subcontractor, as the Agency may deem proper and may deduct the cost of obtaining and maintaining such insurance from any sums which may be due or become due to the Contractor under this Contract.

- (vi) All policies required by this Contract shall be issued by an insurance company with an A.M. Best rating of A- VIII or better.
- (vii) The Agency reserves the right to reject any policy issued by an insurance company that does not meet these requirements.

**S. Insurance Coverage.** The Contractor shall obtain and maintain the following insurance in accordance with the Insurance Requirements set forth above:

- (i) Commercial General Liability Insurance. Commercial general liability insurance (CGL) coverage, occurrence form, covering liability claims for bodily injury and property damage arising out of premises, operations, products and completed operations, and personal and advertising injury, with minimum limits as follows:
  - (a) \$1,000,000.00 each occurrence;
  - (b) \$1,000,000.00 personal injury and advertising injury;
  - (c) \$2,000,000.00 general aggregate; and
  - (d) \$2,000,000.00 products and completed operations.

The CGL policy shall include coverage for Explosion, Collapse and Underground property damage. This coverage may not be excluded by endorsement.

- (ii) Workers' Compensation and Employer's Liability Insurance. Employees hired in Wyoming to perform work under this Contract shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program, if statutorily required. Employees brought into Wyoming from Contractor's home state to perform work under this Contract shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program or other state or private workers' compensation insurance approved by the Wyoming Department of Workforce Services, if statutorily required.

The Contractor shall provide the Agency with a Certificate of Good Standing or other proof of workers' compensation coverage for all of its employees who are to perform work under this Contract, if such coverage is required by law. If workers' compensation coverage is obtained by Contractor through the Wyoming Department of Workforce Services' workers' compensation program, Contractor shall also obtain Employer's Liability "Stop Gap" coverage through an endorsement to the CGL policy

required by this Contract, with minimum limits as follows:

- (a)** Bodily Injury by Accident: \$1,000,000.00 each accident;
    - (b)** Bodily Injury by Disease: \$1,000,000.00 each employee; and
    - (c)** Bodily Injury by Disease: \$1,000,000.00 policy limit.
  
  - (iii)** Unemployment Insurance. The Contractor shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. The Contractor shall supply Agency with a Certificate of Good Standing or other proof of unemployment insurance coverage.
  
  - (iv)** Automobile Liability Insurance. Automobile liability insurance covering any auto (including owned, hired, and non-owned) with minimum limits of \$1,000,000.00 each accident combined single limit.
- T. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- U. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Agreement and the Grantee expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- V. Taxes.** The Grantee shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.

- W. Termination of Agreement.** This Agreement may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Agreement may be terminated by the Agency immediately for cause if the Grantee fails to perform in accordance with the terms of this Agreement.
- X. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- Y. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- Z. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- AA. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- BB. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Grantee 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 Agency.

9. **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.

**AGENCY:  
WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY**

DocuSigned by:  
  
E7BC9F965DA343E...  
Todd Parfitt, Director

1/12/2024  
Date

DocuSigned by:  
  
428FCA22D46642B...  
G. Alan Edwards, Deputy Director

1/10/2024  
Date

**GRANTEE:  
CAMPBELL COUNTY SCHOOL DISTRICT #1**

DocuSigned by:  
  
662636688976401...  
Alex Ayers, Superintendent

1/11/2024  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

 # 236124  
for: Jodi A. Darrrough, Senior Assistant Attorney General

12-28-2023  
Date



## Department of Environmental Quality

### Attachment A

### Funding Detail

**Date:** 11/29/2023

**Grant Number:** DS95819402

**Grantee:** Campbell County School District #1

**Project Description:** Replacement of 4 diesel-powered school buses found in the table below under DERA guidelines.

VIN# (TYPE)	VW \$	DERA \$	TOTAL PROJECT COST
4DRAPSKH78A636429		\$35,000.00	\$140,000.00
1BAKDCKA77F241365	\$37,025.00		\$148,100.00
1T7YU4C2671274788	\$53,525.00		\$214,100.00
4DRBWAAR07A428046	\$53,525.00		\$214,100.00

#### Total Project Cost:

**DERA Reimbursement provided by DEQ: \$35,000.00**

**VW Reimbursement provided by DEQ: \$144,075.00**



2021 DERA State Grants  
Scrappage Statement

EPA Grant ID#:

Vehicle make:

Engine make:

Vehicle model:

Engine model:

Vehicle model year:

Engine model year:

VIN:

Engine horsepower:

Odometer/usage meter reading:

Engine ID or serial number:

I certify that on \_\_\_(insert date)\_\_\_, the above engine and chassis were permanently disabled. Disabling the engine consisted of drilling a three-inch hole in the engine block. Disabling the chassis consisted of cutting completely through the frame/frame-rails on each side of the vehicle/equipment at a point located between the front and rear axles. The following required digital photos of the disabled engine and chassis are attached: Side profile of the vehicle, prior to disabling; VIN tag or equipment serial number; Engine label (showing serial number, engine family number, and engine model year); Engine block, prior to hole; Engine block, after hole; and Cut frame rails.

\_\_\_\_\_  
EPA Grantee/Subgrantee Authorized Representative (Print Name)

\_\_\_\_\_  
EPA Grantee/Subgrantee Authorized Representative (Signature)

\_\_\_\_\_  
Date

Vehicle owner's name and address:  
  
\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
Vehicle Owner (Signature)

\_\_\_\_\_  
Date



Dismantler/Scrapper name and address:

---

---

\_\_\_\_\_  
Dismantler/Scrapper (Signature)

\_\_\_\_\_  
Date





2021 DERA State Grants  
Eligibility Statement

EPA Grant ID#:

Vehicle make:

Engine make:

Vehicle model:

Engine model:

Vehicle model year:

Engine model year:

VIN:

Engine horsepower:

Odometer/usage meter reading:

Engine ID or serial number:

Vehicle registration state and number:

Equipment licensing state and number:

I certify that the following statements are true regarding the vehicle/engine/equipment identified above:

1. The existing vehicle, engine, or equipment is fully operational.
2. I have owned and operated the vehicle during the two years prior to upgrade.
3. The existing vehicle, engine, or equipment has at least three years of remaining life at the time of upgrade.
4. The existing highway vehicle has accumulated at least 7,000 miles/year during the two years prior to upgrade.

Vehicle owner's name:

\_\_\_\_\_  
*Vehicle Owner (Signature)*

\_\_\_\_\_  
*Date*

Vehicle owner's address:

## SUBAWARD DATA FORM

Pursuant to 31 USC 7502(f)(2)(B) (Single Audit Act Amendments of 1996 (Pub. L. No. 104-156)); 2 CFR sections 200.505, 200.521, and 200.331; program legislation; and federal awarding agency regulations and terms and conditions of the award, DEQ is notifying you that the accompanying agreement is a sub-award of federal funds. We are required to inform you of the following data elements:

- Federal Award Identification: 66.040
- Sub-recipient name: Campbell County School District #1
- Sub-recipient's unique entity identifier: 830210131
- Federal Award Identification Number: DS95819402
- Federal Award Date: 04/19/2023
- Sub-award Period of Performance Start and End Date: 10/01/2021-12/30/2024
- Amount of Federal Funds Obligated by this action by the pass-through entity to the sub-recipient: \$35,000.00
- Total Amount of Federal Funds Obligated to the sub-recipient by the pass-through entity including the current obligation: \$35,000.00
- Total Amount of the Federal Award committed to the sub-recipient by the pass-through entity: \$35,000.00

Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act: This agreement will provide assistance to the Wyoming Department of Environmental Quality in its efforts to reduce diesel emissions and exposure throughout the State of Wyoming. The project aims to replace diesel school buses with newer diesel and/or propane and/or compressed natural gas school buses in addition to the replacement of medium and heavy duty trucks, transit buses and/or eligible equipment throughout the state. These replacements will reduce emissions of diesel particulate matter and other pollutants such as nitrogen oxides, carbon monoxide and hydrocarbons.

- Name of Federal awarding agency: US Environmental Protection Agency
- Name of pass-through entity and contact information for awarding official of the Pass-through entity:

Wyoming Department of Environmental Quality (WDEQ)  
200 West 17<sup>th</sup> Street, Suite 400  
Cheyenne, WY 82002

WDEQ Awarding Official:  
Kimber Wichman  
Management Services Administrator  
kimber.wichmann@wyo.gov  
307-777-7198

CFDA Number and Name: 66.040 - Diesel Emissions Reduction Act (DERA) State Grants

- Identification of whether the award is R&D: This is not an R&D Award
- Indirect cost rate for the Federal award: \$0.00

Please complete the data element "Sub-recipient's unique entity identifier" highlighted above, the Federal Funding Accountability form below, and return. The entity identifier should be a UEI from SAM.gov.

## State of Wyoming – Department of Environmental Quality Federal Funding Accountability and Transparency Act Recipient Disclosures

Entity Name: \_\_\_\_\_

DUNS Number: \_\_\_\_\_

Entity Address: \_\_\_\_\_

Federal Award Amount: \_\_\_\_\_

Award Title: \_\_\_\_\_

Location of Performance Under the Award: \_\_\_\_\_

(Postal Address or Geographic Description) \_\_\_\_\_

City: \_\_\_\_\_

County: \_\_\_\_\_

State: \_\_\_\_\_

1. Did the entity receive 80% or more of its annual gross revenues in federal awards?  
 Yes     No    (If yes, go to item 2; if no, skip to item 5)
  
2. Did the entity receive \$25 million or more in annual gross revenues from federal awards?  
 Yes     No    (If yes, go to item 3; if no, skip to item 5)
  
3. Does the public have access to information about compensation for the five highest paid executives through periodic reports filed under §13(a) or §15(d) of the Securities Exchange Act of 1934 or §6104 of the Internal Revenue Code of 1986?  
 Yes     No    (If yes, go to item 4; if no, skip to item 5)

4. Complete the following:

Name and Title of Five Highest Paid Executives	Total Annual Compensation

5. I certify that the information provided above is, to the best of my knowledge, true and correct:

---

Signature and Date  
 (mail to DEQ/Admin., ATTN: Alex Toalson, 200 West 17<sup>th</sup> Street, Suite 400, Cheyenne, WY 82002)