

**STATE OF SOUTH DAKOTA
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HIGHWAY SAFETY**

**Sub-Recipient Agreement
Between**

Pennington County Sheriff's Office
300 Kansas City St Ste. 100
Rapid City, South Dakota 57701

State of South Dakota
Department of Public Safety
Office of Highway Safety
118 W. Capitol Ave
Pierre, SD 57501

Referred to as Sub-Recipient

Referred to as State

The State and Sub-Recipient hereby enter into this agreement (the "Agreement" hereinafter) for a grant award of Federal financial assistance to Sub-Recipient.

A. REQUIRED AUDIT PROVISIONS FOR GRANT AWARDS

1. FEDERAL AWARD IDENTIFICATION:

Information for the Federal Award Identification, as described in 2 CFR 200.332(a) may be inserted below or may be included in an attached Exhibit A and, if attached, is incorporated herein. In the event of a change in the award or funding source, the information inserted below or included in Exhibit A may change. Sub - Recipient's consent shall not be required for the change in award or funding source and the change shall not be subject to the requirements for an amendment to this Agreement. In the event of a change, the State will provide updated information at least annually.

2. PERIOD OF PERFORMANCE OF THIS AGREEMENT:

This agreement shall be effective as indicated by the Start/End Date in Exhibit A or from the date the award is signed by the sub-recipient, whichever is later.

3. SCOPE OF WORK AND PERFORMANCE PROVISIONS:

- A. The Sub-Recipient will undertake and complete the work or performance as described in Exhibit A.
- B. If the State will undertake or complete any work or performance under this Agreement it is described in Exhibit A.

4. BASIS FOR SUBAWARD AMOUNTS:

This grant is made for the purpose of reducing highway injuries and fatalities in South Dakota.
The amount provided by the State/Grantor, the amount matched by the Sub-Recipient and the total grant amount is provided in Exhibit A.

5. RISK ASSESSMENTS, MONITORING AND REMEDIES:

Risk assessments will be ongoing throughout the project period. Sub-Recipient agrees to allow the State to monitor Sub-Recipient to ensure compliance with program requirements, to identify any deficiencies in the administration and performance of the award and to facilitate the same. At the discretion of the State, monitoring may include but is not limited to the following: On-site visits, follow-up, document and/or desk reviews, third-party evaluations, virtual monitoring, technical assistance and informal monitoring such as email and telephone interviews. As appropriate, the cooperative audit resolution process may be applied. Sub-Recipient agrees to comply with ongoing risk assessments, to facilitate the monitoring process, and further, Sub-Recipient understands and agrees that the requirements and conditions under the grant award may change as a result of the risk assessment/monitoring process. In the event of noncompliance or failure to perform under the grant award, the State has the authority to apply remedies, including but

not limited to: temporary withholding payments, disallowances, suspension or termination of the federal award, suspension of other federal awards received by Sub-Recipient, debarment, or other remedies including civil and/or criminal penalties as appropriate.

6. RETENTION AND INSPECTION OF RECORDS:

The Sub-Recipient agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, and statistical, fiscal, and other information records necessary for reporting and accountability required by the State. The Sub-Recipient shall retain such records for a period of three years after the date of the submission of the final expenditure report.

If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The three-year retention period may be extended upon written notice by the State. Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition. When records are transferred to or maintained by the Federal awarding agency or the State, the three-year retention requirement is not applicable to the Sub-Recipient. In the event Sub-Recipient must report program income after the period of performance, the retention period for the records pertaining to the earning of the program income starts from the end of Sub-Recipient's fiscal year in which the program income is earned. In the event the documents and their supporting records consist of indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable, the following applies: (1) If submitted for negotiation - If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the State) to form the basis for negotiation of the rate, then the three-year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation - If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the State) for negotiation purposes, then the three-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the Sub-Recipient's fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

The State, through any authorized representative, shall have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement and shall have access to personnel of the Sub-Recipient for purposes of interview and discussion related to the records, books, papers and documents. State Proprietary Information, which shall include all information disclosed to the Sub-Recipient by the State, shall be retained in Sub-Recipient's secondary and backup systems and shall remain fully subject to the obligations of confidentiality stated herein until such information is erased or destroyed in accordance with Sub-Recipient's established record retention policies.

All payments to the Sub-Recipient by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment under this Agreement shall be returned to the State within thirty days after written notification to the Sub-Recipient.

7. AUDIT REQUIREMENTS:

If Sub-Recipient expends \$750,000 or more in federal awards during the Sub-Recipient's fiscal year, the Sub-Recipient must have an audit conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, by an auditor approved by the Auditor General to perform the audit. On continuing audit engagements, the Auditor General's approval should be obtained annually. Approval of an auditor must be obtained by forwarding a copy of the audit engagement letter to:

Department of Legislative Audit
A-133 Coordinator
427 South Chapelle
% 500 East Capitol
Pierre, SD 57501-5070

If the Sub-Recipient expends less than \$750,000 during any Sub-Recipient fiscal year, the State may perform a more

limited program or performance audit related to the completion of the Agreement objects, the eligibility of services or costs, and adherence to Agreement provisions.

Audits shall be completed and filed with the Department of Legislative Audit by the end of the 9th month following end of the fiscal year being audited.

For either an entity-wide, independent financial audit or an audit under 2 CFR Part 200 Subpart F, the Sub-Recipient shall resolve all interim audit findings to the satisfaction of the auditor. The Sub-Recipient shall facilitate and aid any such reviews, examinations, agreed upon procedures etc., the State or its contractor(s) may perform.

Failure to complete audit(s) as required, including resolving interim audit findings, will result in the disallowance of audit costs as direct or indirect charges to programs. Additionally, a percentage of awards may be withheld, overhead costs may be disallowed, and/or awards may be suspended, until the audit is completely resolved.

The Sub-Recipient shall be responsible for payment of any and all audit exceptions which are identified by the State. The State may conduct an agreed upon procedures engagement as an audit strategy. The Sub-Recipient may be responsible for payment of any and all questioned costs, as defined in 2 C.F.R. 200.84, at the discretion of the State.

Notwithstanding any other condition of the Agreement, the cooperative audit resolution process applies, as appropriate. The books and records of the Sub-Recipient must be made available if needed and upon request at the Sub-Recipient's regular place of business for audit by personnel authorized by the State. The State and/or federal agency has the right to return to audit the program during performance under the grant or after close-out, and at any time during the record retention period, and to conduct recovery audits including the recovery of funds, as appropriate.

If applicable, Sub-Recipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards - 2CFR Part 200 (Uniform Administrative Requirements).

8. SUB-RECIPIENT ATTESTATION:

By signing this Agreement, Sub-Recipient attests to the following requirements as set forth in SDCL § 1-56-10:

- (A) A conflict of interest policy is enforced within the recipient's or sub-recipient's organization;
- (B) The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the recipient's or sub-recipient's website;
- (C) An effective internal control system is employed by the recipient's or sub-recipient's organization; and
- (D) If applicable, the recipient or sub-recipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the recipient's or sub-recipient's website.

Sub-Recipient further represents that any and all concerns or issues it had in complying with the foregoing attestations were provided to the State and resolved to their satisfaction prior to signing this Agreement.

If Sub-recipient is a non-state agency they agree to disclose to the State, in writing, any conflicts of interest that exist under the Sub-recipient's conflict of interest policy. The State will publicly post any disclosed conflicts of interest along with the corresponding grant agreement on the OpenSD website.

In the event of a significant change in the conflict of interest policy, sub-recipient agrees to provide immediate notice of such change to the State, and provide a copy of the new conflict of interest policy. Sub-recipient understands that any change in the conflict of interest policy may result in a change in their monitoring or other performance requirements under the grant and expressly agrees to comply with those changes and to facilitate any additional monitoring as required by the State.

9. CLOSEOUT:

Final reimbursement claims must be received by the Office of Highway Safety in EDGAR no later than November 15th for the grant year that ended the prior September 30th. All non-law enforcement sub-recipients must submit a final summary report no later than December 1st for the grant year that ended the prior September 30th.

B. STANDARD CLAUSES

10. ASSURANCE REQUIREMENTS:

The Sub-Recipient agrees to abide by all applicable provisions of the following: Byrd Anti Lobbying Amendment (31 USC 1352), Debarment and Suspension (Executive Orders 12549 and 12689 and 2 C.F.R. 180), Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity as amended by Executive Order 11375 and implementing regulations at 41 C.F.R. part 60, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Drug Abuse Office and Treatment Act of 1972, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Pro-Children Act of 1994, Hatch Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996 as amended, Clean Air Act, Federal Water Pollution Control Act, Charitable Choice Provisions and Regulations, Equal Treatment for Faith-Based Religions at Title 28 Code of Federal Regulations Part 38, the Violence Against Women Reauthorization Act of 2013 and American Recovery and Reinvestment Act of 2009, as applicable; and any other nondiscrimination provision in the specific statute(s) under which application for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply to the award.

11. SUB-RECIPIENT IDENTIFICATION:

Upon execution of this Agreement, Sub-Recipient will provide the State with Sub-Recipient's Employer Identification Number, Federal Tax Identification Number or Social Security Number.

12. USE OF EQUIPMENT, SUPPLIES AND FACILITIES:

Sub-Recipient will not use State equipment, supplies or facilities.

13. THIRD PARTY BENEFICIARIES:

This Agreement is intended to govern only the rights and interests of the parties named herein. It is not intended to create, does not and may not be relied upon to create, any rights, substantive or procedural, enforceable at law by any third party in any matters, civil or criminal.

14. COST PRINCIPLES:

If applicable, Sub-Recipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards - 2CFR Part 200 (Uniform Administrative Requirements).

15. TERMINATION:

This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Sub-Recipient breaches any of the terms or conditions hereof, this agreement may be terminated by the State for cause at any time, with or without notice. Upon termination of this agreement, all accounts and payments shall be processed according to financial arrangements set forth herein for services rendered to date of termination.

16. FUNDING:

This Sub-Recipient Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of the law or federal funds reduction, this Agreement

will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

17. ASSIGNMENT AND AMENDMENT:

This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

18. CONTROLLING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, without regard to any conflicts of law principles, decisional law, or statutory provision which would require or permit the application of another jurisdiction's substantive law. Venue for any lawsuit pertaining to or affecting this Agreement shall be in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

19. SUPERCESSION:

All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

20. SEVERABILITY:

In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement, which shall remain in full force and effect.

21. NOTICE:

Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to the Division being contracted with on behalf of the State, and by the Sub-Recipient, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when emailed or mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

22. SUBCONTRACTORS/SUB-SUB-RECIPIENTS:

The Sub-Recipient will not use subcontractors or other sub-recipients to perform work under this Agreement without the express prior written consent from the State. The State reserves the right to complete a risk assessment on any proposed sub-contractor or sub-recipient and to reject any person or entity presenting insufficient skills or inappropriate behavior.

The Sub-Recipient will include provisions in its subcontracts or sub-grants requiring its subcontractors and sub-recipients to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Sub-Recipient will cause its subcontractors, sub-recipients, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. The State, at its option, may require the vetting of any subcontractors and sub-recipients. The Sub-Recipient is required to assist in this process as needed.

23. CONFLICT OF INTEREST:

Sub-Recipient agrees to establish safeguards to prohibit any employee or other person from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain

as contemplated by SDCL 5-18A-17 through 5-18A-17.6. Any potential conflict of interest must be disclosed in writing and approved, in writing, by the State. In the event of a conflict of interest, the Sub-Recipient expressly agrees to be bound by the conflict of interest resolution process set forth in SDCL § 5 -18A-17 through 5-18A-17.6.

24. TERMS:

By accepting this Agreement, the Sub-Recipient assumes certain administrative and financial responsibilities.

Failure to adhere to these responsibilities without prior written approval by the State shall be a violation of the terms of this Agreement, and the Agreement shall be subject to termination.

25. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:

Sub-Recipient certifies, by signing this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or any state or local government department or agency. Sub-Recipient further agrees that it will immediately notify the State if during the term of this Agreement it or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

C. AGENCY OR GRANT SPECIFIC CLAUSES:

26. LOCAL BENEFIT:

In accordance with 23 CFR 1300 Appendix C, the accepting agency, as a representative of its political subdivision, requests the benefit of the South Dakota Office of Highway Safety coordination of paid media and marketing to capitalize on the high visibility enforcement and education model necessary to change driver behavior. The South Dakota Office of Highway Safety will coordinate paid and earned media statewide to complement the enforcement initiative outlined in this project agreement. The outreach may include the following: TV 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.

27. COMPLIANCE WITH EXECUTIVE ORDER 2020-01:

By entering into this Agreement, Sub-Recipient certifies and agrees that it has not refused to transact business activities, it has not terminated business activities, and it has not taken other similar actions intended to limit its commercial relations, related to the subject matter of this Agreement, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to terminate this Agreement. Sub-Recipient further agrees to provide immediate written notice to the State if during the term of this Agreement it no longer complies with this certification, and agrees such noncompliance may be grounds for termination of this Agreement.

28. COMPLIANCE WITH EXECUTIVE ORDER 2023-02:

Sub-Recipient certifies and agrees that the following information is correct.

In preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, of in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, Sub-Recipient is not an entity, regardless of its principal place of business, that is ultimately owned or controlled, directly or indirectly, by a foreign national, a foreign parent entity, or foreign government from China, Iran, North Korea, Russia, Cuba, or Venezuela, as defined by South Dakota Executive Order 2023-02.

Sub-Recipient further agrees that, if this certification is false, such false certification will constitute grounds for the State to terminate this Agreement. Sub-Recipient further agrees to provide immediate written notice to the State if during the term of this Agreement is no longer complies with this certification and agrees such noncompliance may be grounds for

termination of this Agreement.

29. CERTIFICATION OF NO STATE LEGISLATOR INTEREST:

Contractor (i) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to this Agreement. By signing this Agreement, Contractor hereby certifies that this Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

30. DOMESTIC PREFERENCES FOR PROCUREMENT:

In accordance with 2 CFR 200.322, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or material produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

31. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

2 CFR 200.216 prohibits state and non-state entities from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system as identified in Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200.

32. EXHIBITS B, C, AND D:

Refer to Exhibit B and C for additional Office of Highway Safety requirements and the Exhibit D link in EDGAR (Exhibit D - Federal Certifications and Assurances) for the NHTSA Federal Certifications and Assurances that are applicable to sub-recipients.

D. AUTHORIZED SIGNATURES

In witness hereto, the parties signify their agreement by affixing their signatures hereto.

Brian Mueller

Sub-Recipient Signature

09/21/2023

Date

Amanda Kurth

Director of South Dakota Office of Highway Safety

09/21/2023

Date



EXHIBIT A
FFY 2024
HIGHWAY SAFETY PROJECT AGREEMENT
OFFICE OF HIGHWAY SAFETY

118 West Capitol Avenue, Pierre SD 57501
Phone: (605) 773-4949; FAX: (605) 773-6893

Grantee Agency: Pennington County Sheriff's Office		UEI Number: F8JNM52HKF4			
Project Title: Highway Safety Grant - Speed/Seatbelt					
Address: 300 Kansas City St Ste. 100		City: Rapid City		State: South Dakota	Zip: 57701
County: Pennington	Project Director: Jesse Huschle			Phone: (605) 394-6113	
Email: huschle@pennco.org			Project Number: 2024-00-70		
MOE: Not Required	Local Benefit: 100			Indirect Cost Rate: 0.00%	
Federal Award Amount: \$2,832,068.62		FAIN: 69A37522300004020SD0			
Federal Award Amount: \$2,891,141.25		FAIN: 69A37523300004020SD0			
Period of Performance/Budget Period: 10/1/2023-09/30/2024		Research and Development? No			
Federal Award Date: 10/01/2023		CFDA Title: State and Community Highway Safety			
Project Description: Speed and Seat Belt Use Enforcement					
Federal Awarding Agency: National Highway Traffic Safety Administration					
Pass-through Entity: South Dakota Department of Public Safety, Office of Highway Safety					
Pass-through Entity Contact: Amanda Kurth at (605) 773-4949 or amanda.kurth@state.sd.us					
Federal Fiscal Year 2024 Approved Budget					
Cost Summary	Current Approved	Additional Approved	Total to HSP	Sections	CFDA/Assistance Listing
Personal Services	\$9,900.00	\$0.00	\$9,900.00	Section 402	20.600
Travel	\$0.00	\$0.00	\$0.00		
Contractual Services	\$0.00	\$0.00	\$0.00		
Equipment	\$9,400.00	\$0.00	\$9,400.00	Section 402	20.600
Other Direct Costs	\$0.00	\$0.00	\$0.00		
Indirect Costs	\$0.00	\$0.00	\$0.00		
SUB TOTAL CATEGORIES	\$19,300.00	\$0.00	\$19,300.00		
Federal Funds	\$19,300.00	\$0.00	\$19,300.00		
State & Local Match	\$4,825.00	\$0.00	\$4,825.00		
Total Federal & Match	\$24,125.00	\$0.00	\$24,125.00		

EXHIBIT B

ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS

Subrecipients are required to follow all CFR requirements found in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. In addition, SDOHS subrecipients are subject to the requirements of 23 CFR Part 1300 and 2 CFR Part 1201. The below sections have been included to draw special attention to some of the requirements. Additional SDOHS and State requirements have been included where applicable.

Please refer to the [full text](#) of the CFR for complete information:

- CFR Administrative Requirements: 2 CFR Part 200 Subpart D (2 CFR 200.300 through 2 CFR 200.345)
- CFR Cost Principles: 2 CFR Part 200 Subpart E (2 CFR 200.400 through 2 CFR 200.475)
- CFR Audit Requirements: 2 CFR Part 200 Subpart F (2 CFR 200.500 through 2 CFR 200.521)
- Uniform Procedures for State Highway Safety Grant Programs: 23 CFR Part 1300
- USDOT Specific CFR requirements: 2 CFR Part 1201

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30""Vkvng"4"EHT"4220535*c++0 Subject to the requirements and conditions set forth in this section, title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity. Unless a statute specifically authorizes the Federal agency to vest title in the non-Federal entity without further responsibility to the Federal Government, and the Federal agency elects to do so, the title must be a conditional title.

40""Wug"45"EHT"3522053*d++0 Equipment may only be purchased if necessary to perform eligible grant activities or if specifically authorized as an allowable use of funds. All equipment shall be used for the originally authorized grant purposes for as long as needed for those purposes, as determined by the Regional Administrator, and neither the State nor any of its subrecipients or contractors shall encumber the title or interest while such need exists.

50""Rtqrgrtv{"Tgeqtfu"4"EHT"4220535*f+*3++0 Property records must be maintained for all items with a per-unit acquisition cost of \$5,000 or more. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

60""Rj {ukecn"Kpxgpvt{"4"EHT"4220535*f+*4++0 A physical inventory of the property must be taken and

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d0""Once written approval for disposition is obtained from the Approving Official (if required), then disposition may proceed according to 2 CFR 200.313(e): When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the non-Federal entity must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:

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""""""Vjg"Hgfgtcn"cyctfkpi"ciqpe{"ku"gpvkvgf"vq"cp"coqwpv"ecnewncvgf"d{"owvkrn{kpi"vjg"ewttgpn
""""""octmgv"xcnwg"qt"rtqeggf"htqo"ucng"d{"vjg"Hgfgtcn"cyctfkpi"ciqpe{)u"rgtegpvcig"qh
""""""rctvkekrvcqp"kp"vjg"equv"qh"vjg"qtkikpcn"rwtejcug0"Kh"vjg"gswwkr"ogpv"ku"uqnf."vjg"Hgfgtcn"
""""""cyctfkpi"ciqpe{"oc{"rgt"okv"vjg"pqp/Hgfgtcn"gpvkv{"vq"fgfwev"cpf"tgvcgp"htqo"vjg"Hgfgtcn"
""""""ujctg"&722"qt"vgp"rgtegpv"qh"vjg"rtqeggf"y"jkej"gxgt"ku"nguu."hqt"kvu"ugnnkpi"cpf"jcpfnkpi"
""""""gzrgpugu0

:0""Vtcpuhtg"45"EHT"3522053*g++0 Right to transfer title. The Regional Administrator may reserve the

""""""tkijv"vq"vtcpuhtg"kvng"vq"gswwkr"ogpv"ceswtg"wpfgt"vjku"rctv"vq"vjg"Hgfgtcn"lqxgtp"ogpv"qt"vq"cjktf
""""""rctv{"yjpg"uwej"vjktf"rctv{"ku"gnkikdng"wpfgt"Hgfgtcn"uvcvwwg0"Cp{"uwej"vtcpuhtg"ujcnn"dg"uwdlgev"vq"vjg
""""""hqnnqykpi"tgswtg"ogpvu<
c0""Vjg"gswwkr"ogpv"ujcnn"dg"kgf"gpvkhgf"kp"vjg"itcpv"qt"qvjgt"ykug"ocfg"mpqyp"vq"vjg"Uvcvg"kp"ytkvpkpi=
d0""Vjg"Tkikqpcn"Cf"okpukvtcvqt"ujcnn"kuuwg"fkurqukvkqp"kpvtwevkqpu"ykvj"kp342"ecngpfct"fc{u"chvgt"vjg"
""""""gswwkr"ogpv"ku"fgvgt"okpgf"vq"dg"pq"nqpi"gt"pggfgf"ht"jkijyc{"uchgv{"rwt"rugu."kp"vjg"cdugpeg"qh
""""""ykej"vjg"Uvcvg"ujcnn"hqnnqy"vjg"crnkcedng"rtqegfwtgu"kp"4"EHT"rctv"422"cpf"34230

;0""Eqornkpeg"ykvj"Uvcvg"Rqnkekgu"cpf"Rtqegfwtgu"4"EHT"3522053*e++0 In addition to the

""tgswtg o gpvu" fgvckngf"kp"4"EHT"4220535."uwdtgekrkgpvu"qh"UFQJU"i tcpv"hw pfu" o wuv"cnug"eq o rn{"ykvj
""uvcvg"rqnekgu"cpf"rtqegfwtgu"ykvj"tgur gev"vq"vjg"wug." o cpc i g o gpv"cpf"fkurqucn"qh"gs wkr o gpv"ceswtg f
""wpfgt" c"Hgfgtcn"cyctf0

E0""Rtqewtg o gpv"*4"EHT"4220539"vj tqw i j"4"EHT"4220548."4"EHT"34230539."cpf"45"EHT"3522053*f+*3++0

30""I gpgt cn" Tgswtg o gpv0 Subrecipients will follow all federal provisions under 2 CFR 200.318 through
""EHT"4220548."4"EHT"34230539."cpf"45"EHT"3522053*f+*3+/"c f f g f 0

40""Rtqewtg o gpv"Rtqegfwtgu0 Procurement procedures pertain to contracts, equipment, and expendable
""kvgo u0

c0""4"EHT"422053:*c+0 The non-Federal entity must have and use documented procurement
procedures, consistent with State, local, and tribal laws and regulations and the standards of this
section, for the acquisition of property or services required under a Federal award or subaward.

The non-Federal entity's documented procurement procedures must conform to the procurement

""uvcpfctfu"kf gpvkhkgf"kp"EE"4220539"vj tqw i j"42205490

d0""4"EHT"342305390 Notwithstanding 2 CFR 200.317, subrecipients of States shall follow such

""rqnekgu"cpf"rtqegfwtgu"cnm qy g f" d {"vjg"Uvcvg"y jgp"rtqewtkpi"rtqrgtv{"cpf"ugtxkegu"wpfgt" c

""Hgfgtcn"cyctf0"Uvcvg"ci gpe{"uwdtgekrkgpvu"qh"jki y c {"uchgv{"i tcpvu" o wuv"hqnmq y"dqvj"hgfgtcn"cpf

""uvcvg"rtqewtg o gpv"tgswtg o gpvu0

e0""45"EHT"3522053*f+*3+0 *Major purchases and dispositions.* Equipment with a useful life of more

""vjcp"qpq{"gct"cpf"cp"ceswkukvqp"equv"qh"&7.222"qt" o qtg"uj c nn"dg"uwdlgev"vq"vjg"hqnmq y kp i

""tgswtg o gpvu/

""k0""Rwtejcugu"uj c nn"tgegkxg"rtkqt"y tkvvgp"cr rtqxcn"htq o"vjg" Tg i k q p c n" C f o k p k u v t c v q t =

""k0""Fkurqukvkqpu"uj c nn"tgegkxg"rtkqt"y tkvvgp"cr rtqxcn"htq o"vjg" Tg i k q p c n" C f o k p k u v t c v q t"wpnguu"

the equipment has exceeded its useful life as determined under State law and procedures.

50""Eq o rgvkvqp"*4"EHT"422053;*c++0 All procurement transactions for the acquisition of property or
services required under a Federal award must be conducted in a manner providing full and open

""eq o rgvkvqp"eqpukuvgpv" y kvj"vjg"uvcpfctfu"qh"vjku"ugevkvqp"cpf"E"42205420

60""Ogvj q fu"qh"Rtqewtg o gpv"vq"dg"Hqnmq y g f"*4"EHT"4220542+0

c0""Oketq/rwtejcugu."y jkej"ctg"ci i t g i c v g"rwtejcug" c o q w p v u"p q v"gzeggf k p i"&32.222." o c {"dg"cyctfgf"
without soliciting competitive quotations if the subrecipient considers the price to be reasonable.

d0""Rtkeg"qt"tcvg"swqvcvkqpu" o wuv"dg"qdvckpgf"htq o"cp"cf g s w c v g"p w o d g t"qh"swcnkhkgf"uqwtegu"htq"cmn"
purchases with aggregate purchase amounts exceeding \$10,000. A minimum of three quotes or bids
are to be obtained. The subrecipient must maintain documentation of quotes in their grant files and be
able to justify that an adequate number of quotations were received.

e0""Pq"hw tv j g t"dkf"uqnkekvcvkqp"ku"pgeguuct {"hq t"rwtejcugu" o c f g"wpfgt"Uvcvg"qh"Uq w v j" F c m q v c"eqpytcevu"
or GSA contracts.

f0""Kp"cf fkvkqp"vq"vjg"cdq x g"hgfgtcn"tgswtg o gpvu."uwdtgekrkgpvu" o wuv"cf j g t g"vq"cmn"rtqxkukqpu"qh"vjgkt"
own procurement procedures when they are more restrictive than federal requirements.

70""Rtqewtg o gpv"d {"Pqp/Eq o rgvkvxg"Uqwtegu"*4"EHT"0542*h++0 Sole source purchases are not allowed

""ykvjqwv"rtkqt"cr rtqxcn"htq o"UFQJU0

""c0""Eq o r ngvg" c" [Request for Sole Source Purchase Form](#) and submit it to SDOHS prior to entering into

""c"rwtejcug"eq o o kv o gpv0

80""Eq o rnkpeg" ykvj "Uvcvg"Rqnekgu"cpf"Rtqegfwtgu"*4"EHT"34230539+0

Notwithstanding 2 CFR 200.317, subrecipients of States shall follow such policies and procedures allowed by the State when procuring property and services under a Federal award.

D. Program Income (23 CFR 1300.34 and 2 CFR 200.307(e)).

""30""45"EHT"3522056*c+0 Definition. Program income means gross income earned by the State or a subrecipient that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance.

""40""45"EHT"3522056*d+ Inclusions. Program income includes but is not limited to income from fees for services performed, the use or rental of real or personal property acquired under Federal awards, the sale of commodities or items fabricated under a Federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with Federal award funds.

3. **2 CFR 200.307(e).** Use of program income. If the Federal awarding agency does not specify in its regulations or the terms and conditions of the Federal award, or give prior approval for how program income is to be used, paragraph (e)(1) of this section must apply. For Federal awards made to IHEs and nonprofit research institutions, if the Federal awarding agency does not specify in its regulations or the terms and conditions of the Federal award how program income is to be used, paragraph (e)(2) of this section must apply. In specifying alternatives to paragraphs (e)(1) and (2) of this section, the Federal awarding agency may distinguish between income earned by the recipient and income earned by subrecipients and between the sources, kinds, or amounts of income. When the Federal awarding agency authorizes the approaches in paragraphs (e)(2) and (3) of this section, program income in excess of any amounts specified must also be deducted from expenditures.
 - a. Deduction. Ordinarily program income must be deducted from total allowable costs to determine the net allowable costs. Program income must be used for current costs unless the Federal awarding agency authorizes otherwise. Program income that the non-Federal entity did not anticipate at the time of the Federal award must be used to reduce the Federal award and non-Federal entity contributions rather than to increase the funds committed to the project.
 - b. Addition. With prior approval of the Federal awarding agency (except for IHEs and nonprofit research institutions, as described in paragraph (e) of this section) program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must be used for the purposes and under the conditions of the Federal award.
 - c. Cost sharing or matching. With prior approval of the Federal awarding agency, program income may be used to meet the cost sharing or matching requirement of the Federal award. The amount of the Federal award remains the same.

G0""Ogvjqfu"hqt"eqmgevqp."vtcpu o kuukqp."cpf"uvqtcig"qh"kpht o cvkqp"*4"EHT"4220558+0

""Vjg"Hgfgtcn"cyctfkpi"ci gpe{"cpf"vjg"pqp/Hgfgtcn"gpvk{"ujqwnf."y jgpgxgt"rtcevkecdng."eqmgev."vtcpu o kv." and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions

may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

EXHIBIT C

SDOHS/NHTSA Requirements

C0 I tcpv Ocpig o gpv U{uv g o "GF I CT+0

"" I tcpv cr rnkecvkqpu."tgrqtvu."cpf"tgk o dw tug o gpv"tgs wguvu"y knn"qp n{ "dg"ceegrvgf"vj tqw i j"GF I CT."vj g
""UFQJU" [Electronic Database for Grant Application & Reporting](#).

D0 Y qtm Rncp0

"" Kh" c" i tcpv cr rnkecvkqp"ku" cr rtq xgf."vj g" y qtm" rncp."qt"ueqr g"qh" y qtm" hqt"vj g" rtqlgev"ku" kpeqtrqtcvgf"d{
"" tghgtgpeg" cpf" o c f g" c" rctv"qh"vj g" Rtqlgev" C i tgg o gpv"htq o "vj g" kphqt o cvkqp" kprwv" cpflqt"pg i qvkcvgf"d{ "vj g
"" cr rnkecv" ci gpe{ "kp"GF I CT"K I Z0

E0 Eqpvtcev" Crrtqxcn0

"" Cnn"eqpvtcev" o wuv" jcxg" rtkqt" y tkvvgp" cr rtqx cn"htq o "vj g"UFQJU0

F0 Crrtqx cn"qh" Rwdnke" Gfwecvkqp" cpf" Rtq o qv kqpcn" Ocvgtkcnu0

"" Cp{ "rwdnke" gfwecvkqp" qt" rtq o qv kqpcn" o cvgtkcn" fg xgnqrgf" wukpi" hwpfu"htq o "vj g" Rtqlgev" C i tgg o gpv" o wuv" dg
"" tgxky g f" cpf" cr rtq xgf" d{ "vj g"UFQJU" rtkqt"vq" rtq fwevkqp0

G0 Crrtqx cn"qh" Kpegpvkxg" Kvg o u."Tgrqtvu." cpf" Rwdnkecvkqpu0

"" Cp{ "tgrqtvu." rcrgtu." rwdnkecvkqpu." qt"qv jgt"kv g o u" rtqfwegf" qt" rtkpv g f" y kvj" hgfgtcn" hwpfu" o wuv" dg"tgxky g f
"" cpf" rtg/ cr rtq xgf" d{ "vj g"UFQJU" dghqtg"tgk o dw tug o gpv"ecp"dg" o c f g"vq"vj g" uwdtgekrk gpv0

H0 Tgk o dw tug o gpv0

"" **30** I gpgtcn0 Reimbursement will be based upon actual allowable costs. Requests for reimbursement will

"" dg" o c f g" wrqp" tgegrv"qh" cp"kv g o k| g f"tgk o dw tug o gpv"enck o "kp"GF I CT"K I Z0"Vj g"kv g o k| g f" kpxqkeg
"" u jcn n" dg" uwr rqtvgf" d{ "f qew o g pvcvkqp"qh" equvu"cvce j g f"vq"vj g"GF I CT"K I Z"tgk o dw tug o gpv"enck o 0

"" **40** Crrtqx cn0 The SDOHS shall review and approve the itemized reimbursement request prior to

"" rc{ o gpv0"Uwdtgekrk gpv"vj cv"ctg"pqv"ewttgpv"qp"tgs wktgf"tgrqtvu"kp"GF I CT"K I Z"y knn"pqv"tgegkxg
"" tgk o dw tug o gpv"wpvkn"vj g"tgrqtvu"ctg"tgegkxg f0

"" **50** Wpcrrtqxgf" Equvu. Any rejected or unaccepted costs shall be borne by the subrecipient agency. The

"" ci gpe{ "ci tgg u"vj cv"kp"vj g"gxgpv"vj g"UFQJU" fgvg t o kpgu"vj cv."fwg"vq"hgfgtcn"qt"uvcvg"tg i wncvkqpu."vj cv
"" i tcpv" hwpfu" o wuv" dg"tghwpfgf."vj g"ci gpe{ "y knn"tgk o dw tug"vj g"UFQJU" c"uw o "qh" o qpg{ "gswcn"vq"vj g
"" c o qwpv"qh"hgfgtcn"cpf"uvcvg" rctvkekrckvqp"kp"vj g"tg lgev g f"equvu0

"" **60** Hkpcn" Tgk o dw tug o gpv" Enck o u0 Final reimbursement claims must be received by the SDOHS in

"" GF I CT"K I Z"pq"ncvgt"vj cp" Pqxo dgt"37vj" hqt"vj g" i tcpv" { gct"vj cv"gpfgf"vj g" rtkqt"Ugrvg o dgt"52vj0

"" **70** Gzrgpfkpi" Hwpfu"kp"vj g" Rtqlgev" C i tgg o gpv. Under no circumstances will reimbursement be made

"" hqt"equvu"kpewttgf" rtkqt"vq"vj g" Rtqlgev" C i tgg o gpv"ghhgevkxg" fcv g"qt"chvg t"vj g" C i tgg o gpv"gp fkp i" fcv g0

"" **80** Vtcxgn" Gzrgpugu will be reimbursed as described in Section III of the SDOHS Grant Application and

"" Ocpig o gpv" Jcpfdqqm0

Highway Safety Acronyms and Definitions

ACRONYMS

BIL	Bipartisan Infrastructure Law Signed into law on November 15, 2021. This act is a five-year authorization that governs the expenditure of federal highway funding through September 30, 2026.
DOT	Department of Transportation The Department of Transportation oversees all modes of transportation in the state as well as road construction, signage, engineering, safety appraisals of roads, traveler information, and research. Please see http://www.sddot.com/ .
EDGAR IGX	‘Electronic Database for Grant Application and Reporting,’ an online application developed by the SDOHS to streamline the application and reporting of grant activities. This software was implemented in federal fiscal year 2016 and is the mandatory method through which all highway safety grants are administered in the State of South Dakota.
Fast Act	‘ Fixing America’s Surface Transportation ’ Act of 2015, signed into law on December 4, 2015. This act is a five year authorization that governs the expenditure of federal highway funding.
FFY	Federal Fiscal Year The FFY runs from October 1 to September 30 of the next year. Highway safety projects run on a FFY.
GR	Governor’s Representative for Highway Safety The Governor appoints a representative to administer the state Highway Safety Program. The Secretary of Public Safety is South Dakota's GR.
HSP	Highway Safety Plan Each state submits an annual plan to NHTSA outlining how the state will address top priority highway safety problems. The plan is the state's grant application for federal funding.
NHTSA	National Highway Traffic Safety Administration A part of the U.S. DOT, this agency sets safety standards for motor vehicles, investigates possible safety defects, and tracks safety-related recalls. NHTSA works through State highway safety agencies and other partners to encourage the safe behavior of drivers, occupants, cyclists, and pedestrians across the country. See http://www.nhtsa.gov/ .
SDOHS	The South Dakota Office of Highway Safety (SDOHS) is a division of the Department of Public Safety, and is the focal point for highway safety issues in the state, and provides leadership by developing, promoting, and coordinating programs; influencing public and private policy; and increasing public awareness of highway safety issues and best practices.