

CONTRACT APPROVAL

SUGGESTED MOTION:

Move to approve the following contracts submitted by respective department head, subject to state's attorney approval, and authorize the chairman to sign.

Received as of October 15, 2014:

- Flood lot leases;
- North Dakota Department of Transportation—federal aid construction agreement for upgrades to the existing railroad signal system east of Mapleton;
- North Dakota Department of Transportation—traffic safety grant in the amount of \$16,900 for seatbelt, alcohol and underage drinking enforcement (no local match is required).

Sent 3 leases
on 9-2-14

RECEIVED

MAY 14 2014

CASS COUNTY COMMISSION

May 12, 2014

Cass County Commission
PO Box 2806
Fargo, ND 58108

To whom it may concern:

I would like to express my interest in renting three parcels of land that were recently acquired or are in the process of being acquired by the county through flood buyouts. It is my understanding that adjacent property owners can rent and maintain land that has been acquired by the county as a result of flood buyouts.

The properties I am interested in are located at:

17552 Pfiffer Drive
Horace, ND 58047

17554 49th St. SE
Horace, ND 58047

17550 49th St. SE
Horace, ND 58047

Please advise me on what the process would be to rent and maintain those properties.

Thank you for your time.

Sincerely,

Kristen Kutzer (701) 282-1228
Kristen Kutzer (701) 730-4808 cell
17554 Pfiffer Dr
Horace ND 58047



These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

The gal will send letter
Date: 4/25/2014

7304808



This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.

LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and , Jonathan and Kristen Kutzer, 17554 Pfiffer Drive, Horace ND 58047-9723 (hereinafter "Lessee").

THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Property: The County hereby offers to lease, and the Lessee agrees to lease, the property situated in the Township of Pleasant, County of Cass, State of North Dakota, described as: 7-137-48, East 150' of Auditor's Lot 1 of NW ¼, also known as 17550 49th Street SE, Horace (hereinafter "property").
2. Term: The term of this lease shall commence on January 1, 2014, and expire at midnight on December 31, 2014.
3. Rent: Rent shall be \$10 dollars per year, payable in advance of the commencement day, to the County by and through the Cass County Auditor at the address given in the section herein entitled Notices.
4. Use: The property shall only be used for purposes consistent with those contained in Exhibit 1 (attached). Furthermore, the property shall not be used for, among other purposes, parking vehicles; building any kind of structure without prior written approval of the County; storage of any kind of equipment or personal property; placement of any signs; raising or keeping of animals; or disposal of any kind of materials, whether hazardous or not. The determination of compliance with these limitations on use of the property shall be at the County's sole discretion.
5. Maintenance: The portion of the lot visible to the general public shall be mowed a minimum of once per month during the growing season.
6. Delivery of Possession: Lessee acknowledges that Lessee has inspected the property and accepts it as suitable for the purpose and use described in this Lease and that the property then complies with the use limitations.
7. Insurance: At all times during the term of this Lease, Lessee shall maintain at Lessee's sole expense, public liability and property damage liability insurance in an amount not less than \$500,000. Lessee shall deliver to County a copy of the certificate of insurance prior to the commencement, and renewal if applicable, of this Lease. County makes no representation that the limits of liability specified herein are adequate to protect Lessee.

8. Indemnification: County shall not be liable for any damage to Lessee, or any other person, or to any property, occurring on the premises or any part thereof, unless such damage is the proximate result of the negligence or an unlawful act of the County. Lessee agrees to hold the County harmless from any claims for damages occurring on the property, no matter how caused, except for injury damages for which County is legally responsible.
9. Ordinances and Statutes: Lessee shall comply with all statutes, ordinances and requirements of municipal, state and federal authorities.
10. Assignment and Subletting: Lessee shall not assign this Lease or sublet any portion of the property without prior written consent of the County.
11. Entry/Inspection of Property: Lessee shall permit County or County's agents to enter and inspect the property at any reasonable time for the purpose of verifying compliance with the terms of this Lease.
12. Maintenance: Lessee shall, at his/her own expense, and at all times, remove snow from any sidewalks, keep the property clear of rubbish or weeds, regularly mow the grass, irrigate or water the property in a manner sufficient to maintain the property but not in a manner inconsistent with governing statutes, ordinances or rules.
13. Default - Event: Lessee will be in default of this Lease for failure to timely pay any rent, or failure to abide by any material terms or conditions of this Lease including, but not limited to, the limitations on use of the property, and such default continues for ten (10) days after written notice from County.
14. Default - County's Remedies: If any one or more of the default events set forth herein occurs, then the County may, in its sole discretion, do one or more of the following:
 1. Give Lessee written notice of its intention to terminate this Lease on the date of such notice, or on any later date that the County may specify in such notice. On the date so specified in such notice, Lessee's right to use of the property will cease and the Lease will be terminated.
 2. Remove personal property and/or other materials that reflect an inappropriate use of the property, and charge Lessee a reasonable sum for removal, storage or/and disposal of such items.
 3. Collect all reasonable attorney fees, costs and disbursements that may arise as a result of any suit filed as a result of Lessee's default.
 4. Exercise such rights or remedies that may be provided by law.

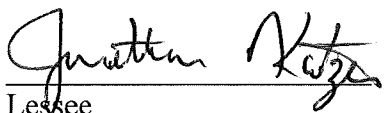
15. Notices: Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to the Lessee or County at the respective addresses given below, or at such other places as may be designated by the parties in writing from time-to-time, or may be delivered in person.

County: 211 9th Street South, P.O. Box 2806, Fargo ND 58108-2806

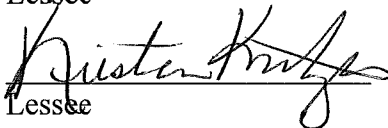
Lessee: Jonathan and Kristen Kutzer, 17554 Pfiffer Drive, Horace ND 58047-9723

16. Binding Effect: All the provisions hereof shall extend to and be binding upon, and in favor of or against (as the case may be), the heirs, executors, administrators, guardians, assigns and successors in interest of the parties hereto.
17. Severability: If any provision of this Lease should be found invalid or unenforceable, then the rest and remainder of the provisions shall remain valid and enforceable.
18. Entire Agreement: This Lease represents the entire agreement between the parties and there are no collateral or oral agreements or understandings and any executory agreement hereafter made shall be made ineffective to change, modify or discharge this lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.
19. Construction: All provisions hereof and words and phrases used herein shall be governed and construed under the laws of the State of North Dakota.
20. Time is of the Essence: Time is of the essence for each term and provision of this lease.
21. Effective Date: The effective date of this lease is January 1, 2014, regardless of the day that the parties may have signed this agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:



Lessee



Lessee

Cass County

By: Chairman
Cass County Commission

Date

EXHIBIT 1

Additional Lease Terms and Conditions

WHEREAS, Cass County North Dakota became the rightful owner of certain real property, more fully described in the attached Lease, through the use of certain disaster relief funds under Section 404 of the Stafford Act; and

WHEREAS, the terms of the Stafford Act, and related regulations and agreements (e.g., FEMA-State Agreement) require that Cass County agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural flood plain values;

NOW, THEREFORE, the attached Lease is made subject to the following additional terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44-C.F.R. 206-434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply to the leased property:
 - (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved previous parking lots and other uses described in 44 C.F.R. Section 206-434, as it reads now and may be amended in the future.
 - (b) Structures. No new structures shall be erected on the property other than:
 - (1) a public facility that is open on all sides and functionally related to the open space use;
 - (2) a restroom; or
 - (3) a structure that is compatible with the uses described in Paragraph 1(a), above, and approved by Cass County in writing prior to the commencement of the construction of the structure.
2. Inspection. FEMA, its representatives, and assigns, including Cass County, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the above terms.
3. Enforcement. Any violation of these terms may, at Cass County's sole discretion, be deemed a default with all the rights and remedies available under the attached Lease.

PRODUCER

CARLSON & ASSOCIATES
 BOX 580
 BARNESVILLE MN 56514
 218-354-2151

CODE 3573

COMPANY

STATE AUTO MILBANK
 MILBANK REGIONAL OFFICE
 107 FLYNN DR, PO BOX 2M
 MILBANK SD 57253

INSURED

JONATHAN KUTZER
 KRISTEN L KUTZER
 17554 PFIFFER DRIVE
 HORACE ND 58047

County:

Country:

POLICY NUMBER

HND0036695

POLICY PERIOD

06/15/2014 TO 06/15/2015

POLICY LINE OF BUSINESS

HOMEOWNERS

Form Number	Date	Data
HO0003 - HO 3 SPECIAL FORM CONTRACT	10/01/2000	
FI179 - LEAD AND POLLUTION EXCL END	10/01/2000	
FI256 - HO OPT POLICY COVER SHEET	01/01/2013	
FI0133 - ND SPECIAL PROVISIONS	01/01/2014	
HO0427 - LIMITED FUNGI WET OR DRY ROT	04/01/2002	
HO0455 - IDENTITY FRAUD EXPENSE COVG	03/01/2003	
FI2073 - AMENDMENT OF CANCELLATION PROV	02/01/2006	
HO1610 - WATER EXCLUSION ENDORSEMENT	01/01/2009	
FI3501 - FIRE DEPARTMENT SERVICE CHARGE A	03/01/2009	
FI187 - WINDSTORM OR HAIL DEDUCTIBLE	04/01/2000	
HO0416 - PREMISES ALARM OR FIRE PROTECTION	10/01/2000	
FI270 - DEFENDER OPTION END	12/01/2012	
HO2464 - OWNED SNOWMOBILE	10/01/2000	
FI48 - SNOWMOBILE ENDORSEMENT PD	10/01/2000	
HO0496 - HOME DAY CARE BUSINESS	10/01/2000	

LOCATION 1: 17554 PFIFFER DR
 HORACE ND 58047

Home Risk 1: 1997 Frame Dwelling-Insured Residence (non-farm) Primary, (non-seasona

Description: Homeowners

Coverage Type	Limits	Deductible / Options
Dwelling (Cov. A)	383,100	500 / 1,000
Other Structures (Cov. B)	38,310	
Personal Property	268,170	
Loss of Use (Cov. D)	114,930	
Personal Liability (Cov. E)	500,000	
Medical Payments	2,000	
Premises Alarm	14	76

Snowmobile

Company Specific

Company Specific

Company Specific - State Auto

Company Specific

25

827

Full Value Replacement Cost

Personal Property Replacement Cost (Form

Company Specific

1,000

Mortgagee:

CITIMORTGAGE INC
PO BOX 7706
SPRINGFIELD OH 45501

Loan Number: 0008216058

Other:

KRISTIN KUTZER
OH

Mortgagee:

WESTERN STATE BANK
PO BOX 617
WEST FARGO ND 58078

Download Remarks Download Remarks:

PRODUCER'S SIGNATURE

Cristal Plath

Kristen Kutzer

From: Crystal Plath [crystal@carlsonins.net]
Sent: 09/11/2014 3:35 PM
To: Kristen Kutzer
Subject: RE: RE: Legal descriptions for land
Attachments: image001101000-20140911153257.png

Kristen,

Since the lots are vacant & I am assuming you are not conducting business on them, liability is automatically extended from your primary home. There will be no increase in premium. I did look & you already have personal liability limits of 500,000 on your policy. Please let me know if you have any other questions or concerns. Have a nice day! :)

Thanks Much,

Crystal Plath
Carlson & Associates
218-354-2151

Confidentiality Notice:

This information is intended only for the use of the addressee and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If you are not the intended recipient, or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of the communication is strictly prohibited. If you have received this communication in error, please notify us immediately by returning it to the sender and deleting it from your computer system.

----- Original Message -----

PER THE INSURED LOTS ARE VACANT

Subject: RE: Legal descriptions for land
To: Crystal Plath
From: Kristen.Kutzer@noridian.com
Sent Date: 9/11/2014 11:19:38 AM
Just vacant lots.

Kristen Kutzer, CPA
Tax Analyst, Finance Department
NORIDIAN MUTUAL INSURANCE COMPANY, FARGO
701-282-1228 (work)
kristen.kutzer@noridian.com

LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and , Jonathan and Kristen Kutzer, 17554 Pfiffer Drive, Horace ND 58047-9723 (hereinafter "Lessee").

THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Property: The County hereby offers to lease, and the Lessee agrees to lease, the property situated in the Township of Pleasant, County of Cass, State of North Dakota, described as: 7-137-48, Auditor's Lot 1 in NW ¼ less East 150', also known as 17554 49th Street SE, Horace (hereinafter "property").
2. Term: The term of this lease shall commence on January 1, 2014, and expire at midnight on December 31, 2014.
3. Rent: Rent shall be \$10 dollars per year, payable in advance of the commencement day, to the County by and through the Cass County Auditor at the address given in the section herein entitled Notices.
4. Use: The property shall only be used for purposes consistent with those contained in Exhibit 1 (attached). Furthermore, the property shall not be used for, among other purposes, parking vehicles; building any kind of structure without prior written approval of the County; storage of any kind of equipment or personal property; placement of any signs; raising or keeping of animals; or disposal of any kind of materials, whether hazardous or not. The determination of compliance with these limitations on use of the property shall be at the County's sole discretion.
5. Maintenance: The portion of the lot visible to the general public shall be mowed a minimum of once per month during the growing season.
6. Delivery of Possession: Lessee acknowledges that Lessee has inspected the property and accepts it as suitable for the purpose and use described in this Lease and that the property then complies with the use limitations.
7. Insurance: At all times during the term of this Lease, Lessee shall maintain at Lessee's sole expense, public liability and property damage liability insurance in an amount not less than \$500,000. Lessee shall deliver to County a copy of the certificate of insurance prior to the commencement, and renewal if applicable, of this Lease. County makes no representation that the limits of liability specified herein are adequate to protect Lessee.

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 1. Give Lessee written notice of its intention to terminate this Lease on the date of such notice, or on any later date that the County may specify in such notice. On the date so specified in such notice, Lessee's right to use of the property will cease and the Lease will be terminated.
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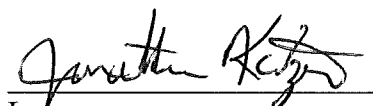
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County: 211 9th Street South, P.O. Box 2806, Fargo ND 58108-2806


Lessee: Jonathan and Kristen Kutzer, 17554 Pfiffer Drive, Horace ND 58047-9723

16. Binding Effect: All the provisions hereof shall extend to and be binding upon, and in favor of or against (as the case may be), the heirs, executors, administrators, guardians, assigns and successors in interest of the parties hereto.
17. Severability: If any provision of this Lease should be found invalid or unenforceable, then the rest and remainder of the provisions shall remain valid and enforceable.
18. Entire Agreement: This Lease represents the entire agreement between the parties and there are no collateral or oral agreements or understandings and any executory agreement hereafter made shall be made ineffective to change, modify or discharge this lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.
19. Construction: All provisions hereof and words and phrases used herein shall be governed and construed under the laws of the State of North Dakota.
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21. Effective Date: The effective date of this lease is January 1, 2014, regardless of the day that the parties may have signed this agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:



Lessee



Lessee

Cass County

By: Chairman
Cass County Commission

Date

EXHIBIT 1

Additional Lease Terms and Conditions

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3. Enforcement. Any violation of these terms may, at Cass County's sole discretion, be deemed a default with all the rights and remedies available under the attached Lease.

POLICY DECLARATION

ISSUE DATE: 09/11/2014

PRODUCER

CARLSON & ASSOCIATES
 BOX 580
 BARNESVILLE MN 56514
 218-354-2151

CODE 3573

COMPANY

STATE AUTO MILBANK
 MILBANK REGIONAL OFFICE
 107 FLYNN DR, PO BOX 2M
 MILBANK SD 57253

INSURED

JONATHAN KUTZER
 KRISTEN L KUTZER
 17554 PFIFFER DRIVE
 HORACE ND 58047

County:

Country:

POLICY NUMBER

HND0036695

POLICY PERIOD

06/15/2014 TO 06/15/2015

POLICY LINE OF BUSINESS

HOMEOWNERS

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LOCATION 1: 17554 PFIFFER DR
 HORACE ND 58047

Home Risk 1: 1997 Frame Dwelling-Insured Residence (non-farm) Primary, (non-seasona

Description: Homeowners

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Snowmobile

Company Specific

Company Specific

Company Specific - State Auto

Company Specific

25

827

Full Value Replacement Cost

Personal Property Replacement Cost (Form

Company Specific

1,000

Mortgagee:

CITIMORTGAGE INC
PO BOX 7706
SPRINGFIELD OH 45501

Loan Number: 0008216058

Other:

KRISTIN KUTZER
OH

Mortgagee:

WESTERN STATE BANK
PO BOX 617
WEST FARGO ND 58078

Download Remarks Download Remarks:

PRODUCER'S SIGNATURE _____

Crystal Plath

Kristen Kutzer

From: Crystal Plath [crystal@carlsonins.net]
Sent: 09/11/2014 3:35 PM
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Crystal Plath
Carlson & Associates
218-354-2151

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Kristen Kutzer, CPA
Tax Analyst, Finance Department
NORIDIAN MUTUAL INSURANCE COMPANY, FARGO
701-282-1228 (work)
kristen.kutzer@noridian.com

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1. Property: The County hereby offers to lease, and the Lessee agrees to lease, the property situated in the Township of Pleasant, County of Cass, State of North Dakota, described as: Lot 1 Block 1 Butch-R-Block Subdivision, also known as 17552 Pfiffer Drive, Horace (hereinafter "property").
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13. Default - Event: Lessee will be in default of this Lease for failure to timely pay any rent, or failure to abide by any material terms or conditions of this Lease including, but not limited to, the limitations on use of the property, and such default continues for ten (10) days after written notice from County.
14. Default - County's Remedies: If any one or more of the default events set forth herein occurs, then the County may, in its sole discretion, do one or more of the following:
 1. Give Lessee written notice of its intention to terminate this Lease on the date of such notice, or on any later date that the County may specify in such notice. On the date so specified in such notice, Lessee's right to use of the property will cease and the Lease will be terminated.
 2. Remove personal property and/or other materials that reflect an inappropriate use of the property, and charge Lessee a reasonable sum for removal, storage or/and disposal of such items.
 3. Collect all reasonable attorney fees, costs and disbursements that may arise as a result of any suit filed as a result of Lessee's default.
 4. Exercise such rights or remedies that may be provided by law.

15. Notices: Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to the Lessee or County at the respective addresses given below, or at such other places as may be designated by the parties in writing from time-to-time, or may be delivered in person.

County: 211 9th Street South, P.O. Box 2806, Fargo ND 58108-2806

Lessee: Jonathan and Kristen Kutzer, 17554 Pfiffer Drive, Horace ND 58047-9723

16. Binding Effect: All the provisions hereof shall extend to and be binding upon, and in favor of or against (as the case may be), the heirs, executors, administrators, guardians, assigns and successors in interest of the parties hereto.

17. Severability: If any provision of this Lease should be found invalid or unenforceable, then the rest and remainder of the provisions shall remain valid and enforceable.

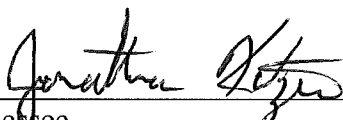
18. Entire Agreement: This Lease represents the entire agreement between the parties and there are no collateral or oral agreements or understandings and any executory agreement hereafter made shall be made ineffective to change, modify or discharge this lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.


19. Construction: All provisions hereof and words and phrases used herein shall be governed and construed under the laws of the State of North Dakota.

20. Time is of the Essence: Time is of the essence for each term and provision of this lease.

21. Effective Date: The effective date of this lease is January 1, 2014, regardless of the day that the parties may have signed this agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:



Lessee


Lessee

Cass County

By: Chairman
Cass County Commission

Date

EXHIBIT 1

Additional Lease Terms and Conditions

WHEREAS, Cass County North Dakota became the rightful owner of certain real property, more fully described in the attached Lease, through the use of certain disaster relief funds under Section 404 of the Stafford Act; and

WHEREAS, the terms of the Stafford Act, and related regulations and agreements (e.g., FEMA-State Agreement) require that Cass County agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural flood plain values;

NOW, THEREFORE, the attached Lease is made subject to the following additional terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44-C.F.R. 206-434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply to the leased property:
 - (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved previous parking lots and other uses described in 44 C.F.R. Section 206-434, as it reads now and may be amended in the future.
 - (b) Structures. No new structures shall be erected on the property other than:
 - (1) a public facility that is open on all sides and functionally related to the open space use;
 - (2) a restroom; or
 - (3) a structure that is compatible with the uses described in Paragraph 1(a), above, and approved by Cass County in writing prior to the commencement of the construction of the structure.
2. Inspection. FEMA, its representatives, and assigns, including Cass County, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the above terms.
3. Enforcement. Any violation of these terms may, at Cass County's sole discretion, be deemed a default with all the rights and remedies available under the attached Lease.

POLICY DECLARATION

ISSUE DATE: 09/11/2014

PRODUCER

CARLSON & ASSOCIATES
 BOX 580
 BARNESVILLE MN 56514
 218-354-2151

CODE 3573

COMPANY

STATE AUTO MILBANK
 MILBANK REGIONAL OFFICE
 107 FLYNN DR, PO BOX 2M
 MILBANK SD 57253

INSURED

JONATHAN KUTZER
 KRISTEN L KUTZER
 17554 PFIFFER DRIVE
 HORACE ND 58047

County:

Country:

POLICY NUMBER

HND0036695

POLICY PERIOD

06/15/2014 TO 06/15/2015

POLICY LINE OF BUSINESS

HOMEOWNERS

Form Number	Date	Data
HO0003 - HO 3 SPECIAL FORM CONTRACT	10/01/2000	
FI179 - LEAD AND POLLUTION EXCL END	10/01/2000	
FI256 - HO OPT POLICY COVER SHEET	01/01/2013	
FI0133 - ND SPECIAL PROVISIONS	01/01/2014	
HO0427 - LIMITED FUNGI WET OR DRY ROT	04/01/2002	
HO0455 - IDENTITY FRAUD EXPENSE COVG	03/01/2003	
FI2073 - AMENDMENT OF CANCELLATION PROV	02/01/2006	
HO1610 - WATER EXCLUSION ENDORSEMENT	01/01/2009	
FI3501 - FIRE DEPARTMENT SERVICE CHARGE A	03/01/2009	
FI187 - WINDSTORM OR HAIL DEDUCTIBLE	04/01/2000	
HO0416 - PREMISES ALARM OR FIRE PROTECTION	10/01/2000	
FI270 - DEFENDER OPTION END	12/01/2012	
HO2464 - OWNED SNOWMOBILE	10/01/2000	
FI48 - SNOWMOBILE ENDORSEMENT PD	10/01/2000	
HO0496 - HOME DAY CARE BUSINESS	10/01/2000	

LOCATION 1: 17554 PFIFFER DR
 HORACE ND 58047

Home Risk 1: 1997 Frame Dwelling-Insured Residence (non-farm) Primary, (non-seasona

Description: Homeowners

Coverage Type	Limits	Deductible / Options
Dwelling (Cov. A)	383,100	500 / 1,000
Other Structures (Cov. B)	38,310	
Personal Property	268,170	
Loss of Use (Cov. D)	114,930	
Personal Liability (Cov. E)	500,000	
Medical Payments	2,000	
Premises Alarm	14	76

Snowmobile

Company Specific

Company Specific

Company Specific - State Auto

Company Specific

25

827

Full Value Replacement Cost

Personal Property Replacement Cost (Form

Company Specific

1,000

Mortgagee:

CITIMORTGAGE INC
PO BOX 7706
SPRINGFIELD OH 45501

Loan Number: 0008216058

Other:

KRISTIN KUTZER
OH

Mortgagee:

WESTERN STATE BANK
PO BOX 617
WEST FARGO ND 58078

Download Remarks Download Remarks:

PRODUCER'S SIGNATURE _____

Crystal Plath

Kristen Kutzer

From: Crystal Plath [crystal@carlsonins.net]
Sent: 09/11/2014 3:35 PM
To: Kristen Kutzer
Subject: RE: RE: Legal descriptions for land
Attachments: image001101000-20140911153257.png

Kristen,

Since the lots are vacant & I am assuming you are not conducting business on them, liability is automatically extended from your primary home. There will be no increase in premium. I did look & you already have personal liability limits of 500,000 on your policy. Please let me know if you have any other questions or concerns. Have a nice day! :)

Thanks Much,

Crystal Plath
Carlson & Associates
218-354-2151

Confidentiality Notice:

This information is intended only for the use of the addressee and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If you are not the intended recipient, or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of the communication is strictly prohibited. If you have received this communication in error, please notify us immediately by returning it to the sender and deleting it from your computer system.

----- Original Message -----

PER THE INSURED LOTS ARE VACANT

Subject: RE: Legal descriptions for land
To: Crystal Plath
From: Kristen.Kutzer@noridian.com
Sent Date: 9/11/2014 11:19:38 AM
Just vacant lots.

Kristen Kutzer, CPA
Tax Analyst, Finance Department
NORIDIAN MUTUAL INSURANCE COMPANY, FARGO
701-282-1228 (work)
kristen.kutzer@noridian.com



North Dakota Department of Transportation

Grant Levi, P.E.
Director

Jack Dalrymple
Governor

October 3, 2014

RECEIVED

OCT 3 2014

CASS COUNTY COMMISSION

Cass County Commissioners
c/o Cass County Auditor
PO Box 2806
Fargo ND 58108-2806

PROJECT RPS-9999(317)
BNSF, DOT# 087514X
MORTON COUNTY ROAD 89,
HEBRON, NORTH DAKOTA

Enclosed is a County Agreement for Construction of Federal Aid Project (Safety Program) for the proposed upgrade to the existing signal system east of Mapleton.

If this is satisfactory, please sign the attached agreement and return it to our office for completion. After the agreement is signed and dated by NDDOT, a copy will be returned for the county's file.

If you have any questions, please call me at 701-328-2217

A handwritten signature in blue ink that reads "Paul M. Benning".

PAUL M. BENNING, PE – LOCAL GOVERNMENT ENGINEER

17/jds

Enclosure

**North Dakota Department of Transportation
COUNTY AGREEMENT FOR CONSTRUCTION OF FEDERAL AID PROJECT
TITLE II SAFETY PROGRAM**

Federal Award Information – To be provided by NDDOT

CFDA No.: 20.205

CFDA Title: Highway Planning and Construction

Award Name: Federal Aid Highway Program

Awarding Fed. Agency: Federal Highway Administration

NDDOT Program Mgr.: Paul M. Benning, PE Telephone: 701-328-2217

Notice to Subrecipients: Federal awards may have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.

Project No. RPS-9-999(327)

Cass County

Description: Upgrade to Existing Signal System on Cass County Road 15 near Mapleton over crossing DOT 071087M

The state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and Cass County, North Dakota, hereinafter referred to as the County, hereby agree that:

1. The BNSF Railway Company will upgrade the existing grade crossing signal system at crossing DOT 071087M on a Cass County Road 15 near Mapleton, North Dakota.
2. The estimated project cost is \$ 415,284.00. This amount will require a minimum of 10 % Federal funds. By process, the project will be 90% Federal and 10% county funded.
3. NDDOT will take all steps necessary toward securing cooperation with the United States Government through the Federal Highway Administration (FHWA) in order to obtain federal funds for the project construction, to the extent provided in Title 23 of the United States Code (90% federal funds), as amended and supplemented.
4. Appendix A of the Title VI Assurances, attached, is hereby incorporated into and made a part of this agreement.
5. The Risk Management Appendix, attached, is hereby incorporated into and made a part of this agreement.



6. The County will reimburse NDDOT for all construction payments advanced by NDDOT except the amount paid by FHWA. It is specifically agreed and understood that at any time that the County shall fail to reimburse NDDOT within 60 days after billing for funds advanced in behalf of the County, this document shall constitute an assignment of funds now or hereafter coming into the hands of the state treasurer, which would otherwise be distributed to the County out of the Highway Tax Distribution Fund and the state treasurer is hereby directed to pay NDDOT all such funds until the total thereof shall equal the sum billed pursuant to this agreement.

EXECUTED the date last below signed.

ATTEST:

COUNTY OF Cass

COUNTY AUDITOR (TYPE OR PRINT)

CHAIRMAN, BOARD OF COUNTY COMMISSIONERS (TYPE OR PRINT)

SIGNATURE

SIGNATURE

DATE

DATE

APPROVED as to substance by:

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

DIRECTOR (TYPE OR PRINT)

SIGNATURE

SIGNATURE

DATE

DATE

CLA 17053 (Div. 38)
L.D. Approved 7-17-89; 02-14



CERTIFICATION OF LOCAL MATCH

It is hereby certified that the County of _____ will provide non-federal funds, whose source is identified below, as match for the amount the County is obligated to pay under the terms of the attached agreement with the North Dakota Department of Transportation. The certified amount does not duplicate any federal claims for reimbursement, nor are the funds used to match other federal funds, unless expressly allowed by federal regulation.

Non-Federal Match Funds provided by County. Please designate the source(s) of funds in the County budget that will be used to match the federal funds obligated for this project through the North Dakota Department of Transportation.

Source:

Executed at _____, North Dakota, the last date below signed.

ATTEST:

APPROVED:

COUNTY AUDITOR (TYPE OR PRINT)

County of _____

SIGNATURE

NAME (TYPE OR PRINT)

DATE

SIGNATURE

*

TITLE

DATE

*Commission Chairperson

CLA 17053 (Div. 38)
L.D. Approved 7-17-89; 02-14



**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX A OF THE TITLE VI ASSURANCES**

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

1. Compliance with Regulations: The Contractor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation, made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability/handicap, or income status.**
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the North Dakota Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the North Dakota Department of Transportation, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the North Dakota Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

The Contractor shall take such action with respect to any subcontract or procurement as the North Dakota Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Contractor may request the North Dakota Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**The Act governs race, color, and national origin. Related Nondiscrimination Authorities govern sex, 23 U.S.C. 324; age, 42 U.S.C. 6101; disability/handicap, 29 U.S.C. 790; and low income, E.O. 12898.



Risk Management Appendix

Routine* Service Agreements With Sovereign Entities and Political Subdivisions of the State of North Dakota:

Parties: **State** – State of North Dakota, its agencies, officers and employees

Governmental Entity – The Governmental Entity executing the attached document, its agencies, officers and employees

Governments – State and Government Entity, as defined above

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.

Each party shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **\$250,000 per person and \$500,000 per occurrence**. The minimum limits of liability required of the State are **\$250,000 per person and \$1,000,000 per occurrence**.
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

Each party that hires subcontractors shall require any non-public subcontractors, prior to commencement of work set out under an agreement between that party and the non-public subcontractor, to:

Defend, indemnify, and hold harmless the Governments, its agencies, officers and employees, from and against claims based on the vicarious liability of the Governments or its agents, but not against claims based on the Government's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by the Subcontractor to the Governments under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the Governments is necessary. Subcontractor also agrees to defend, indemnify, and hold the Governments harmless for all costs, expenses and attorneys' fees incurred if the Governments prevail in an action against Subcontractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Subcontractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are \$250,000 per person and \$1,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

*See *North Dakota Risk Management Manual*, section 5.1 for discussion of "unique" and "routine" agreements.

RM Consulted 2007
Revised 5-09



SUBJECT: CONTRACTS

ADOPTED DATE: OCTOBER 2, 2000

PAGE 1 OF 1

All contracts which bind Cass County must contain the signature of the commission chairman. Prior to being placed on the commission agenda, the department head should forward the contract to the state's attorney for review.

A standardized form may be used when presenting contracts to the commission for approval as follows:

COMPANY REQUESTING CONTRACT: North Dakota Department of Transportation

DATE OF REQUEST: 10/9/2014 DATE OF EXPECTED RETURN
TO THE COMMISSION OFFICE: 10/20/2014

DEPARTMENT HEAD RECOMMENDING SIGNATURE: Sheriff Paul Laney

COMMENTS:

The Sheriff's Office has received grant funding in the amount of \$16,900 for alcohol enforcement, seat belt enforcement and underage drinking. The grant is 100% federally funded and requires no local match.

STATE'S ATTORNEY SIGNATURE: _____

STATE'S ATTORNEY COMMENTS:

CHAIRMAN TO SIGN ORIGINAL AGREEMENT

Contracts shall be on a calendar-year basis, whenever possible.

As a part of the consent agenda for each regular commission meeting, the subject of "Contracts" will be automatically included. Therefore, departments may submit contracts for board approval up to the day of each commission meeting. Contract approval will be subject to state's attorney review within five days after being approved by the county commission.

**North Dakota Department of Transportation
TRAFFIC SAFETY CONTRACT**

Federal Award Information – to be provided by NDDOT

CFDA No.: 20.601	CFDA Title: Alcohol Highway Safety
Award Name: Alcohol Enforcement	Awarding Fed. Agency: National Highway Traffic Safety Administration
NDDOT Program Mgr.: Sandy Wilson	Telephone: 701-328-2899

Notice to Subrecipients: Federal awards may have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.

Federal Award Information – to be provided by NDDOT

CFDA No.: 20.616	CFDA Title: National Priority Safety Programs
Award Name: Click It Or Ticket & Alcohol Enforcement	Awarding Fed. Agency: National Highway Traffic Safety Administration
NDDOT Program Mgr.: Sandy Wilson	Telephone: 701-328-2899

Notice to Subrecipients: Federal awards may have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.

This contract is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and Cass County Sheriff's Department, hereinafter referred to as the Contractor, whose address is Post Office Box 488, Fargo, North Dakota 58107-0488.

WHEREAS, NDDOT has been delegated the responsibility to administer the state's Annual Highway Safety Plan as authorized in Section 54-07-05 of the North Dakota Century Code; and

WHEREAS, the Contractor requests participation in the state's Annual Highway Safety Plan;

THEREFORE, in consideration of the mutual promises herein set forth, NDDOT and the Contractor agree:

I.

The Contractor shall perform the project(s) set forth in Appendix A, a copy of which is attached hereto and made a part hereof.

The Contractor shall comply with the provisions of Appendix B, a copy of which is attached hereto and made a part hereof.



II.

The term of this contract shall begin October 1, 2014, and shall end September 30, 2015.

III.

NDDOT shall reimburse the Contractor for costs incurred under the terms of this contract, not to exceed \$16,900. Reimbursement of all costs under this contract is contingent on federal participation. Expenses incurred by the Contractor for travel, meals, and lodging, shall be reimbursed according to applicable state rates. Allowable costs are covered under 49 CFR Part 18.22. All requests for reimbursement must be submitted to NDDOT within 45 days of the termination date of this contract.

IV.

Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the Contractor; or the Contractor, by formal agreement with appropriate officials of a political subdivision or State agency, shall cause such equipment to be used and kept in operation for highway safety purposes. (Reference: 23 CFR 1200.31 and 49 CFR 18.32)

V.

Appendix A of the Title VI Assurances, attached, is hereby incorporated into and made a part of this agreement.

VI.

The Contractor agrees to cooperate with NDDOT in meeting its commitments and goals with regard to the maximum utilization of disadvantaged business enterprises and will use its best efforts to ensure that disadvantaged business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this agreement. The Contractor shall comply with requirements of 49 CFR Part 26.

VII

The Contractor shall ensure that no qualified handicapped individual, as defined in 29 USC 794 and 49 CFR Part 27 shall, solely by reason of this handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives benefits from the assistance under this agreement.

VIII.

Grants or services that generate revenues as a result of funding through the National Highway Traffic Safety Administration (NHTSA) must be reported. Written notification of the source and amount of such income must be made to the NDDOT at the earliest opportunity. A separate account must be maintained for the collection, expenditure, and disposition of program income. Program income generated shall be used to further the objectives of the grant or service or reduce current grant or service costs. Records shall be maintained in accordance with state and federal guidelines.



IX.

The Contractor certifies that it will comply with the retention and access requirements for records established by 49 CFR Part 18.42. The required records and documentation relating to the grant and/or subcontract shall be retained for a minimum of three years after the starting date of the retention period as defined in Section 18.42. The NDDOT or their authorized representative shall have the right of access to any books, documents, papers, or other records of grantees, contractors, or subcontractors which are pertinent to the grant and/or contract, in order to make audits, examinations, excerpts and transcripts. The right of access is not limited by the required retention period and shall last as long as the records are retained.

The Contractor will comply with all applicable state, local, and federal procurement procedures and will maintain a financial management system that complies with the minimum requirements of 49 CFR Part 18.20.

X.

The Contractor must have a seat belt use policy, a drug and alcohol driving policy, and a distracted driving policy in place before requesting reimbursement for any work completed under this agreement. The NDDOT's Traffic Safety Office's (TSO) program managers will locate and review the policies during scheduled on-site monitoring visits, if applicable. Absence of any policy may result in the NDDOT withholding payment until said policy is in place.

All contracted personnel are required to wear seat belts and obey traffic laws while on official business of this project.

XI.

Termination:

- a. This contract may be terminated by mutual consent of both parties, or by either party, upon 30 days' notice in writing or delivered by certified mail or in person.
- b. In addition, NDDOT may terminate this contract effective upon delivery of written notice to the contractor, or at such later date as may be established by NDDOT, under any of the following conditions:
 - i. NDDOT funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
 - ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
 - iii. If any license or certificate required by law or regulation to be held by the contractor to provide the services required by the contract is for any reason denied, revoked, or not renewed.

Any such termination of this contract under (i), (ii), or (iii) above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.



- c. NDDOT, by written notice to the contractor, may terminate the whole or any part of this agreement:
- i. If the Contractor fails to provide services called for by this contract within the time specified herein or any extension thereof; or
 - ii. If the Contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from NDDOT, fails to correct such failures within ten days or such longer period as NDDOT may authorize.

XII.

The Contractor shall not assign any portion of the work under this agreement, execute any contract, or obligate itself in any manner with a third party with respect to its rights and responsibilities to this agreement without written consent of NDDOT. Any agreement with a subcontractor does not create a contractual relationship between the NDDOT and the subcontractor.

XIII.

The Contractor agrees that NDDOT and NHTSA, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this agreement. The Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated. The Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interview of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the state to audit records and interview staff in any subcontract related to the performance of this agreement.

Audits must be in accordance with the most current version of OMB Circular A-133. The Contractor shall submit copies of audits covering the term of this agreement to NDDOT. This requirement is applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and nonprofit businesses.

XIV.

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Contractor, by the signature below of its authorized representative, hereby acknowledges that the Contractor has read this agreement, understands it, and agrees to be bound by its terms and conditions.

XV.

The Risk Management Appendix, attached, is hereby incorporated into and made a part of this agreement.

XVI.

The Contractor is advised that his or her signature on this contract certifies that the company or any



person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.

XVII.

The Contractor shall not assign nor transfer the Contractor's interest in this agreement without the express written consent of the state.

XVIII.

The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

XIX.

The failure of the state to enforce any provisions of this contract shall not constitute a waiver by the state of that or any other provision.

XX.

All notices, certificates, or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as previously set forth.

XXI.

No official or employee of a state or any other governmental instrumentality who is authorized in his official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector, or other person performing services for a state or a governmental instrumentality in connection with a project shall have, directly or indirectly, a financial or other personal interest, other than his employment or retention by a state or other governmental instrumentality, in any contract or subcontract in connection with such project. No officer or employee of such person retained by a state or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest is openly disclosed upon the public records of NDDOT and of such other governmental instrumentality, and such officer, employee, or person has not participated in such acquisition for and in behalf of the state.

XXII.

All work products and copyrights of the contract which result from this contract are the exclusive property of NDDOT, with an unlimited license for use by the federal government and its assignees without charge.



EXECUTED the date last below signed.

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

To be signed by **Owner; Partner; Corp. Pres., Vice Pres., or other authorized Corp. Officer.** (If signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

CONTRACTOR:

NAME (TYPE OR PRINT)

SIGNATURE

TITLE

DATE

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

APPROVED as to substance by:

Kevin Morgeon

SAFETY DIVISION DIRECTOR (TYPE OR PRINT)

Kevin Morgeon

SIGNATURE

10-1-14

DATE

CLA 16870 (Div. 12)
L.D. Approved 7-17-89; 8-14



**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX A OF THE TITLE VI ASSURANCES**

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

1. Compliance with Regulations: The Contractor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation, made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability/handicap, or income status.**
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the North Dakota Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the North Dakota Department of Transportation, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the North Dakota Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

The Contractor shall take such action with respect to any subcontract or procurement as the North Dakota Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Contractor may request the North Dakota Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**The Act governs race, color, and national origin. Related Nondiscrimination Authorities govern sex, 23 U.S.C. 324; age, 42 U.S.C. 6101; disability/handicap, and low income, E.O. 12898.



Risk Management Appendix

Routine* Service Agreements With Sovereign Entities and Political Subdivisions of the State of North Dakota:

Parties: **State** – State of North Dakota, its agencies, officers and employees

Governmental Entity – The Governmental Entity executing the attached document, its agencies, officers and employees

Governments – State and Government Entity, as defined above

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.

Each party shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **\$250,000 per person and \$500,000 per occurrence**. The minimum limits of liability required of the State are **\$250,000 per person and \$1,000,000 per occurrence**.
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

Each party that hires subcontractors shall require any non-public subcontractors, prior to commencement of work set out under an agreement between that party and the non-public subcontractor, to:

Defend, indemnify, and hold harmless the Governments, its agencies, officers and employees, from and against claims based on the vicarious liability of the Governments or its agents, but not against claims based on the Government's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by the Subcontractor to the Governments under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the Governments is necessary. Subcontractor also agrees to defend, indemnify, and hold the Governments harmless for all costs, expenses and attorneys' fees incurred if the Governments prevail in an action against Subcontractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Subcontractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are \$250,000 per person and \$1,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

*See *North Dakota Risk Management Manual*, section 5.1 for discussion of "unique" and "routine" agreements.

RM Consulted 2007
Revised 5-09



**AGREEMENT FOR PARTICIPATION
IN THE NORTH DAKOTA
HIGHWAY SAFETY PLAN**

APPENDIX A CONTENTS

Page 1 – Background
Page 2 – Scope of Work for Occupant Protection Project
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BACKGROUND

The Traffic Safety Office (TSO) of the North Dakota Department of Transportation's (NDDOT) Safety Division receives federal funds through the National Highway Traffic Safety Administration (NHTSA). Funding is provided to local entities to assist the NDDOT to achieve the traffic safety goals identified in the annual Highway Safety Plan.

- Decrease the number of people killed in motor vehicle crashes.
- Decrease the number of alcohol- and drug-related motor vehicle fatalities.
- Decrease the number of speed-related fatalities.
- Increase seat belt use.

Note: Refer to the Fiscal Year 2015 North Dakota Highway Safety Plan for actual performance goals based on five-year trend data.

The purpose of this contract is to provide funding to the **Cass County Sheriff's Department** (hereinafter referred to as Contractor) to:

- Participate in statewide occupant protection (OP) enforcement programs (see page 2 of 7 for program requirements)
- Participate in statewide impaired driving (ID) enforcement programs including sobriety checkpoints and saturation patrols (see page 3 of 7 for program requirements).
- Participate in statewide underage drinking (UA) enforcement programs (see page 4 of 7 for program requirements)

OCCUPANT PROTECTION (OP) ENFORCEMENT

PROJECT NO. PHSPOP1505-05-30

SCOPE OF WORK

The *Click It or Ticket (CIOT)* enforcement campaign exists to increase OP use for both adults and children through heightened enforcement of OP laws in the state. The campaign's success is built upon the strategy that education, along with highly visible and consistent enforcement, is an effective means to change driver behavior and increase OP use.

Participating law enforcement agencies are required to work overtime during scheduled CIOT campaigns to achieve high visibility within their jurisdictions to deter motorists from driving or riding in a motor vehicle without using an OP device (i.e., seat belt or child passenger safety seat).

The Contractor may **only** work during the following scheduled CIOT enforcement periods and must submit vouchers/reports to the TSO per the following schedule. Contractor may not work additional efforts beyond the scheduled efforts.

Enforcement Dates

November 1 - 30, 2014

January 1 - 31, 2015

May 19 – May 31, 2015

July 1 - 31, 2015

Voucher/Report Due Dates

December 31, 2014

February 28, 2015

July 3, 2015

August 30, 2015

During the contract period, the Contractor must:

- Conduct high visibility enforcement within corridors and at times (including nighttime) where the occurrence of unbelted serious injury and fatal crashes is greatest.
- Issue Citations – **not warnings** – for failure to use an OP device. This is to assure the integrity of the *CIOT* message to the public. Each stop is an opportunity to educate the public on taking personal responsibility on driving behaviors.
- Maintain the statewide average of occupant protection citations per hour based on the previous year's statewide statistics for occupant protection overtime. Officers who are working the OP grant and are below the statewide average baseline will be required to attend a Traffic Occupant Protection Strategies (TOPS) training. The TSO will notify agencies of the locations and dates of the TOPS training.
- Coordinate with the TSO to complete earned media requirements (e.g., provide statistics from the enforcement period for a post-enforcement news release, etc.).

During the contract period, the Contractor is:

- Encouraged to work with other law enforcement within the jurisdiction to conduct multi-agency enforcement to maximize the visibility of law enforcement during the *CIOT* enforcement period.
- Encouraged to use speed as a trigger violation to stop vehicles for seat belt and child passenger safety seat compliance.

IMPAIRED DRIVING (ID) ENFORCEMENT

PROJECT NO. PHSPID1510-02-30

SCOPE OF WORK

The *Drive Sober or Get Pulled Over (DSOGPO)* enforcement campaign exists to deter impaired driving (ID) through heightened enforcement of ID laws in the state. The campaign's success is built upon the strategy that education, along with highly visible and consistent enforcement, is an effective means to change driver behavior.

The Contractor is required to work during the following scheduled impaired driving enforcement periods and must submit vouchers/reports to the TSO per the following schedule: The Contractor may conduct additional enforcement activity beyond the required regional calendar requirements events within their own jurisdiction, if the budget allows and can justify the purpose of additional enforcement.

<u>Enforcement Dates</u>	<u>Voucher/Report Due Dates</u>
December 1-31, 2014	January 31, 2015
March 1 -31, 2015	April 30, 2015
June 1- 30, 2015	July 15, 2015
<u>National Drive Sober or Get Pulled Over</u>	
August 21 – September 7, 2015	September 10, 2015

Contractors must report the number of: (1) enforcement hours, (2) dates and times of enforcement, (3) number and type of citations issued, and (4) number of enforcement contacts made.

During the contract period, the Contractor must:

- Conduct a minimum of 2-four hour shifts per enforcement period with the exception of the National Labor Day Drive Sober or Get Pulled Over campaign.
- Conduct a minimum of four shifts during the fourth quarter National Labor Day *Drive Sober or Get Pulled Over* campaign, August 21– September 7, 2015.
- Maintain the statewide average of alcohol-related citations per hour based previous year's statewide statistics for impaired driving overtime.
- Ensure that officers working the impaired driving grant have been SFST (Standardized Field Sobriety Testing) certified.

With each planned enforcement period, the Contractor must:

1. Conduct required quarterly enforcement activities during the times determined by the region.
2. Determine the best enforcement strategy (e.g., sobriety checkpoints vs. saturation patrols, time of day, locations, etc.) that will most effectively deter ID within the Contractor's jurisdiction.
3. Conduct high visibility enforcement within corridors and times where the occurrence of injury and death from ID is greatest.

4. Coordinate with the TSO to complete earned media requirements (e.g., provide statistics from the enforcement period for a post-enforcement news release, etc.).
5. Complete an enforcement log for each enforcement shift conducted with traffic safety overtime for ID and submit that log with the reimbursement request.

UNDERAGE DRINKING (UA) LAWS ENFORCEMENT

PROJECT NO. PHSPID1510-02-74

SCOPE OF WORK

The Underage Drinking Laws enforcement program supports and enhances efforts by law enforcement to reduce the availability of alcohol to minors. Tragic social consequences can result when youth use alcohol, including youth traffic injuries and fatalities. The objective of the program is to prohibit the sale and consumption of alcoholic beverages to minors. (For the purpose of this solicitation, "minors" are defined as individuals under the age of 21.)

*Please note that funds for operations may be utilized to cover the costs of overtime for officers, stipends for underage buyers, and direct expenses for server training (printing, postage, and other approved direct expenses). **These funds may not be used for food or refreshment.***

The contractor is required to work following scheduled underage drinking enforcement periods and must submit vouchers/reports to the TSO per the following schedule: The Contractor may conduct additional enforcement activity beyond the required events within their own jurisdiction, if the budget allows and can justify the purpose of additional enforcement.

Enforcement Dates

October 1 – 31, 2014

April 1 – 30, 2015

May 1 – 17, 2015

Voucher/Report Due Dates

November 30, 2014

May 30, 2015

June 19, 2015

Activities under this program may include:

- **Compliance Checks and/or Server Training** — Compliance Checks utilize an underage buyer working under the direction of a law enforcement agency. The underage buyer enters a licensed liquor establishment and attempts to purchase alcoholic beverages. This operation may be conducted at on-premise sites (bars, restaurants, clubs, etc.) and off-premise businesses (convenience stores, grocery stores, gas stations).

Server Training — training provided to servers, sellers, and consumers of alcohol to prevent intoxication, drunk driving, and underage drinking.

- **Party Prevention Patrols/Controlled Party Dispersal** — Party Prevention Patrols consist of officers patrolling communities at times when youth activities that may be a catalyst for underage drinking parties may occur. This may be youth activities such as prom, homecoming, graduation, school carnivals, etc. Controlled Party Dispersal goes hand in hand with Party Prevention Patrols. If the patrol encounters an underage drinking party, the officers call for backup and then use proper party dispersal protocol.

- **Bar Patrols** — Bar Patrols consist of utilizing officers to patrol on-site liquor establishments (bars, restaurants, clubs, etc.) to ensure that underage youth are not being served by the establishment. This operation may consist of officers checking IDs of patrons to verify legal age has been attained. Law enforcement officers will want to maintain a good working relationship with the businesses, so certain protocol for such operations must be followed.
- **Special Events Management/Task Force Operations** — This purpose area consists of the implementation of procedures to address underage drinking at large scale events. These events may be concerts, holiday activities such as Mardi Gras or Fourth of July festivities, or other events that bring an influx of people into a local jurisdiction. The operations focus on limiting the time of the function, designating areas for consumption of alcohol, and training vendors on the laws concerning alcohol consumption. Enforcement techniques to spot underage drinkers and transactions are also utilized. Emphasis may be placed on developing multi-jurisdictional task forces to deal with these events since they generally draw attendees from several regions and the local law enforcement agencies are often not equipped to handle the increased population.

With each planned enforcement period, the Contractor must:

1. Determine the best enforcement strategy (e.g., saturation patrols, bar patrols, or compliance checks, etc.) that will most effectively deter underage access and consumption of alcohol within the Contractor's jurisdiction.
2. Coordinate with the TSO to issue earned media releases (e.g., provide statistics from the enforcement period for a post-enforcement news release, etc.).
3. Complete a quarterly report/voucher provided by the TSO.

REPORTING, REIMBURSEMENT, AND OTHER REQUIREMENTS / ALL PROJECTS

Reporting

Vouchers and reports for all projects must be submitted to the TSO prior to reimbursement. Late reports may result in a delay in processing or a reduction in payment.

The Contractor must retain for a minimum of three years, copies of timesheets and agency work schedules and any other supporting documentation.

The Contractor must submit the voucher/report and log sheet(s) to the TSO per the schedule referenced in the previous OP, ID, and UA enforcement sections. These documents are furnished by the TSO.

Enforcement contacts are any contacts or interaction with a driver of a motor vehicle while conducting overtime enforcement under contract with NDDOT.

Because the OP, ID, and UA enforcement programs are statewide efforts, participation by each contracted entity is critical to the success of the campaigns. If the Contractor is unable to fulfill any portion of the contractual scope of work, they must contact the TSO immediately.

Reimbursement

This contract will reimburse allowable expenses up to each project's total budget for costs incurred through completion of the scope of work and/or at the direction of the program manager. The TSO reserves the right to deny payment for unallowable expenses identified in the applicable cost principles.

Overtime wages will be reimbursed at the agency-approved overtime rate and mileage, if applicable, will be reimbursed at the state-approved rate (56 cents per mile).

At the close of the state fiscal year, which is June 30, reports and vouchers must be submitted no later than July 15 for any services or purchases that took place on or before June 30. Vouchers received after July 15 may not be reimbursed. Please note: only equipment that has been received by June 30 is affected by this due date.

The final reports/vouchers for all projects are due no later than November 14, 2015. ***Vouchers received after November 14, 2015, will not be reimbursed.***

Other Requirements

The Contractor is encouraged to follow the guidelines for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.

Supplanting of funds is prohibited. Funds for programs and services provided through this grant are intended to supplement, ***not supplant***, other state or local funding sources. Supplanting is defined as replacing routine and/or existing state or local expenditures with the use of federal grant funds and/or using federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of state, local, or federally-recognized Indian tribal governments.

OCCUPANT PROTECTION (OP) ENFORCEMENT BUDGET**PROJECT NO. PHSPOP1505-05-30 / CFDA NO. 20.616**

DIRECT COSTS		
	Overtime wages	\$7,200
	Mileage	\$ 0
	PROJECT TOTAL	<u>\$7,200</u>

Participation		
Federal	100%	\$7,200
State	-	
Local	-	

IMPAIRED DRIVING (ID) ENFORCEMENT BUDGET**PROJECT NO. PHSPID1510-02-30 / CFDA NO. 20.616**

DIRECT COSTS		
	Overtime wages	\$7,200
	Mileage	\$ 0
	PROJECT TOTAL	<u>\$7,200</u>

Participation		
Federal	100%	\$7,200
State	-	
Local	-	

UNDERAGE DRINKING (UA) LAWS ENFORCEMENT BUDGET**PROJECT NO. PHSPID1510-02-74 / CFDA NO. 20.601**

DIRECT COSTS		
	Overtime wages	\$2,500
	Mileage	\$ 0
	PROJECT TOTAL	<u>\$2,500</u>

Participation		
Federal	100%	\$2,500
State	-	
Local	-	

ATTACHMENT 1

ENFORCEMENT OVERTIME CALENDAR FOR FFY 2015

OCCUPANT PROTECTION (OP) / CLICK IT OR TICKET (CIOT)

<u>Month</u>	<u>Days</u>	<u>Enforcement Emphasis</u>	<u>Voucher/Reports Due</u>
November	November 1-30, 2014	OP	December 31, 2014
January	January 1-31, 2015	OP	February 28, 2015
May	May 19-31, 2015	OP (CIOT)	July 3, 2015
July	July 1-31, 2015	OP	August 30, 2015

IMPAIRED DRIVING (ID) / DRIVE SOBER OR GET PULLED OVER (DSOGPO)

<u>Month</u>	<u>Days</u>	<u>Enforcement Emphasis</u>	<u>Voucher/Reports Due</u>
*December	December 1-31, 2014	ID	January 31, 2015
*March	March 1-31, 2015	ID	April 30, 2015
*June	June 1-30, 2015	ID	July 15, 2015
**August	August 21-September 7, 2015	ID (DSOGPO)	September 10, 2015

UNDERAGE ENFORCEMENT (UA)

<u>Month</u>	<u>Days</u>	<u>Enforcement Emphasis</u>	<u>Voucher/Reports Due</u>
October	October 1-31, 2014	UA (saturation patrols)	November 30, 2014
April	April 1-30, 2015	UA (saturation patrols)	May 30, 2015
May	May 1-17, 2015	UA (saturation patrols)	June 19, 2015

*Each agency is required to provide two shifts during all events with the exception of the DSOGPO campaign.

**Each agency is required to provide four shifts during the DSOGPO campaign.

GENERAL TERMS, CONDITIONS, CERTIFICATIONS AND ASSURANCES

Buy America Act

The Contractor will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases 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 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

Debarment and Suspension

Instructions for Primary Certification

1. By signing the traffic safety contract, the Contractor certifies the following.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this contract is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 49 CFR Part 29. You may contact the department or agency to which this contract is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by signing the traffic safety contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by signing the traffic safety contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate this transaction for cause or default.

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

1. The prospective primary participant certifies to the best of its knowledge and belief, that its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

- d. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to the traffic safety contract.

Instructions for Lower Tier Certification

1. By signing the traffic safety contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by signing the traffic safety contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by signing the traffic safety contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below.)
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

Drug-Free Workplace Act of 1988 (41 U.S.C. 8103)

The Contractor will comply with the requirements of the Drug-Free Workplace Act of 1988 by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace.
 2. The grantee's policy of maintaining a drug-free workplace.
 3. Any available drug counseling, rehabilitation, and employee assistance programs.
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
- C. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- D. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 1. Abide by the terms of the statement.
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

- E. Notifying the agency within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction.
- F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:
 1. Taking appropriate personnel action against such an employee, up to and including termination.
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

Environmental Impact

Signatories to this agreement hereby declare that no significant environmental impact will result from implementing this grant or service. If, under a future revision, this grant or service is modified in a manner that could result in a significant environmental impact and trigger the need for an environmental review, the North Dakota Department of Transportation (NDDOT) has certified to the National Highway Traffic Safety Administration (NHTSA) that it is prepared to take the action necessary to comply with the National Environmental Policy Act of 1969 (42 U.S.C. 4321, et seq.) and the implementing regulations of the Council on Environmental Quality (40 CFR Parts 1500-1517).

Federal Funding Accountability and Transparency Act (FFATA)

The Contractor will report for each **sub-grant** awarded:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- A unique identifier (DUNS);
- The names and total compensation of the five most highly compensated officers of the entity if:
 - (i) the entity in the preceding fiscal year received:
 - (I) 80 percent or more of its annual gross revenues in Federal awards;
 - (II) \$25,000,000 or more in annual gross revenues from Federal awards; and
 - (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;

- Other relevant information specified by Office of Management and Budget guidance.

Lobbying Restrictions

Federal Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The Contractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor 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.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

State Lobbying

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

Non-Discrimination

The Contractor will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to:

1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21);
2. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex;
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (P.L. 101-336), as amended (42 U.S.C. 12101, *et seq.*), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27);
4. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age;
5. The Civil Rights Restoration Act of 1987 (P.L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities;
6. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
7. The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
8. Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records;
9. Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, *et seq.*), relating to nondiscrimination in the sale, rental or financing of housing;
10. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
11. The requirements of any other nondiscrimination statute(s) which may apply to the application.

Policy on Banning Text Messaging While Driving

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, Contractors are encouraged to:

Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving:

1. Company-owned or rented vehicles, or
2. Government-owned, leased or rented vehicles; or
3. Privately-owned vehicles when on official Government business or when performing any work on behalf of the Government.

Contractors are also encouraged to:

1. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

Political Activity (Hatch Act)

The Contractor 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.