

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 13, 2021:

- North Dakota Department of Transportation—traffic safety grant in the amount of \$25,135 for alcohol, speed, and seatbelt enforcement;
- Houston Engineering, Inc.—engineering service agreement for work on County Highway 9;
- City of Horace—contract for law enforcement services effective January 1, 2022 to December 31, 2022;
- City of Mapleton—contract for law enforcement services effective January 1, 2022 to December 31, 2022;
- City of Casselton—contract for law enforcement services effective January 1, 2022 to December 31, 2022;
- City of Kindred—contract for law enforcement services effective January 1, 2022 to December 31, 2022;
- North Dakota Department of Transportation—Maintenance Certification County Federal Aid Project;
- Farmers Union Oil Company of Moorhead, Minnesota d/b/a Petro Serve USA, a Cooperative Association—encroachment agreement;
- Kadrmas, Lee & Jackson, Inc.—hydraulic studies for the design of future bridges.



www.casscountynid.gov

Office of the Sheriff

Jesse Jahner, Sheriff

September 24, 2021

Mary Scherling, Portfolio Commissioner
Cass County Commission
Cass County Courthouse
Fargo, ND 58103

Ref: *North Dakota Department of Transportation Traffic Safety Grant*

Consent Agenda:

Chad Peterson, Chair

The Cass County Sheriff's Office is pleased to announce a grant award from the North Dakota Department of Transportation for Traffic Safety. These funds will be used in three specific areas of enforcement.

\$12,650-Alcohol Enforcement

\$2,035-Speed Enforcement

\$ 2,200- Underage Drinking

\$8,250- Click It or Ticket

The grant totaling \$25,135.00 requires no matching funds.

Move to authorize the chairman to accept the award from the North Dakota DOT and name Sergeant Keenan Zundel, the Program Manager, to complete all requirements to include all quarterly reports and other mandated documentation required for reporting purposes.

Should you have any questions, please contact our office.

Respectfully,

Dean J. Haaland
Chief Deputy

**Cass County Sheriff
Law Enforcement Center**
1612 23rd Avenue North
P.O. Box 488
Fargo, North Dakota 58107-0488
Phone: 701-241-5800
Fax: 701-241-5806

**Cass County Sheriff
Courthouse**
211 9th Street South
P.O. Box 488
Fargo, North Dakota 58107-0488
Phone: 701-241-5800
Fax: 701-241-5805

Cass County Jail
450 34th Street South
Fargo, North Dakota 58103
Phone: 701-271-2900
Fax: 701-271-2967

MEMO: William Panos
Director

FROM: Sheila Kitzan
Safety Division

DATE: September 20, 2021

SUBJECT: Contract Explanation

The purpose of this contract is to provide funding to the Cass County Sheriff's Department to participate in the NHTSA funded statewide law enforcement over-time programs.

The total contract budget is \$25,135.

The contact person is Sheila Kitzan (328-2402).

12/slk
Attachment

NDDOT Contract No. 12211159
Project No. PHSPOP2205-05-30,
PHSPID2210-02-26, PHSPID2210-12-11, &
PHSPSC2207-04-33

North Dakota Department of Transportation

Federal Award and Subrecipient Information

CFDA No.: 20.600, 20.616, & 20.608

CFDA Title: State and Community Highway Safety, National Priority Safety Programs, & Minimum Penalties for Repeat Offenders for Driving While Intoxicated

Federal Agency Telephone: 720-963-3100
Federal Agency Email: NHTSA.region8@dot.gov

Awarding Federal Agency: National Highway Traffic Safety Administration
Federal Agency Contact Information: Gina Espinosa-Salcedo

Award Name: Click It or Ticket
FAIN No.: 69A3752130000405bNDL

Federal Award Date: November 10, 2020
Total Federal Award Amount: \$287,373.71

Award Name: Alcohol Enforcement
FAIN No.: 69A3752130000405dNDM

Federal Award Date: November 10, 2020
Total Federal Award Amount: \$1,140,566.26

Award Name: Underage Enforcement
FAIN No.: 69A37521300001640NDA

Federal Award Date: January 19, 2021
Total Federal Award Amount: \$775,619.00

Award Name: Speed Enforcement
FAIN No.: 69A37521300004020ND0

Federal Award Date: November 10, 2020
Total Federal Award Amount: \$2,204,737.50

NDDOT Program Manager: Heather Christianson
NDDOT PM Telephone: 701-328-2658
NDDOT PM Email: hechristianson@nd.gov

Subrecipient Name: Cass County
Subrecipient DUNS No.: 054785266
Applicant Agency: Cass County Sheriff's Department

Budget Start Date: October 1, 2021
Performance Start Date: October 1, 2020
Indirect Cost Rate:

Budget End Date: September 30, 2022
Performance End Date: September 30, 2024
Research & Development Award: No

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 211 Ninth Street South, Fargo, North Dakota 58103.

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, 2021, and shall end September 30, 2022.

III.

NDDOT shall reimburse the Contractor for costs incurred under the terms of this contract, not to exceed \$25,135. 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 2 CFR Part 200. 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 2 CFR Part 200)

V.

Appendices A and E of the Title VI Assurances, attached, are 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 individual with a disability, as defined in 29 USC 794 and 49 CFR Part 27 shall, solely by reason of this disability, 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 2 CFR Part 200. 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 2 CFR Part 200. 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 2 CFR Part 200.

X.

The Contractor must have a seat belt use policy, a drug and alcohol driving policy, and a distracted driving/texting policy in place before requesting reimbursement for any work completed under this agreement. The NDDOT's Safety Division's 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 2 CFR Part 200, Subpart F. 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

CONTRACTOR:

Cass County

NAME (TYPE OR PRINT)

SIGNATURE

TITLE

DATE

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

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

DIRECTOR (TYPE OR PRINT) DS
SS

SIGNATURE

DATE

APPROVED as to substance by:

SAFETY DIVISION DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

CLA 16870 (Div. 12)
L.D. Approved 7-17-89; 5-21



**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 (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
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 will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.



NORTH DAKOTA DEPARTMENT OF TRANSPORTATION APPENDIX E 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 to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



Risk Management Appendix

Service Contracts with Private Individuals, Companies, Corporations, Etc.:

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

Contractor 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 are **\$250,000 per person and \$1,000,000 per occurrence.**
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The State of North Dakota, its agencies, officers, and employees (State) shall be endorsed as an **additional insured** on the commercial general liability and automobile liability policies.
- 4) Said endorsements shall contain a **"Waiver of Subrogation"** in favor of the state of North Dakota.
- 5) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

Contractor shall furnish a certificate of insurance evidencing the requirements in 1, 3, and 4, above to the undersigned State representative prior to commencement of this agreement.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time. Any attorney who represents the State under this contract 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.

When a portion of a Contract is sublet, the Contractor shall obtain insurance protection (as outlined above) to provide liability coverage to protect the Contractor and the State as a result of work undertaken by the Subcontractor. In addition, the Contractor shall ensure that any and all parties performing work under the Contract are covered by public liability insurance as outlined above. All Subcontractors performing work under the Contract are required to maintain the same scope of insurance required of the Contractor. The Contractor shall be held responsible for ensuring compliance with those requirements by all Subcontractors.

Contractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the State. Any insurance, self-insurance or self-retention maintained by the State shall be excess of the Contractor's insurance and shall not contribute with it. The insolvency or bankruptcy of the insured Contractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Contractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the policy(ies) shall be the sole responsibility of the Contractor. This insurance may be in a 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 State will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above.

RM Consulted 2007
Revised 5-09



AGREEMENT FOR PARTICIPATION IN THE NORTH DAKOTA HIGHWAY SAFETY PLAN

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Attachment 1 – Enforcement Overtime Calendar for FFY 2022

BACKGROUND

The North Dakota Department of Transportation’s (NDDOT) Safety Division administers the North Dakota Vision Zero initiative to reduce motor vehicle crash fatalities and serious injuries to zero. The Safety Division receives and provides state and federal funding to local entities to assist the NDDOT to achieve the traffic safety goals identified in the Vision Zero Plan and the annual Highway Safety Plan. This contract will assist in achieving the following plan goals to:

- Decrease the number of alcohol and/or drug related crashes.
- Decrease the number of speed related crashes.
- Increase seat belt use to decrease the severity of injuries and trauma sustained in crashes.

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
- Participate in statewide impaired driving (ID) enforcement programs, including sobriety checkpoints and saturation patrols

- Participate in statewide underage drinking (UA) enforcement programs
- Participate in statewide speed (SC) enforcement program

OCCUPANT PROTECTION (OP) ENFORCEMENT SCOPE OF WORK

PROJECT NO. PHSPOP2205-05-30

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 the appropriate use of an OP device (i.e., seat belt or child passenger safety seat).

The Contractor is encouraged to use speed as a trigger violation to stop vehicles for seat belt and child passenger safety seat compliance.

The Contractor may **only** work during the scheduled CIOT enforcement periods as identified in Attachment 1. The Contractor may not work outside the scheduled periods.

During each identified enforcement period, the Contractor must:

- Conduct a minimum of two shifts (no minimum number of hours per shift) per high visibility enforcement period within corridors and at times (including nighttime) where the occurrence of unbelted serious injury and fatal crashes is greatest. When possible, the Safety Division will coordinate with the Contractor to determine these locations based on North Dakota (ND) crash data.
- Issue Citations – **not warnings** – for failure or improper use of 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 and safety measures.
- Ensure that all officers working the overtime grant funding for OP have completed the Traffic Occupant Protection Strategies (TOPS) training. The Contractor must provide verification of the completed training upon request by the Safety Division for each officer conducting overtime enforcement through the grant.
- Coordinate with the Safety Division to complete earned media requirements (pre- and post-news releases).
- Submit an electronic enforcement log sheet for participating officers by the date indicated in the schedule, "Enforcement Log Due Date." *The report will include: (1) number of enforcement hours, (2) dates and times of enforcement, (3) number and type of citations issued, and (4) number of enforcement contacts/stops made.*

- Submit a reimbursement voucher by the date indicated in the schedule, "Reimbursement Voucher Due Date."
- Work with other area law enforcement within the region to conduct multi-agency enforcement efforts to maximize the visibility of law enforcement during the *CLOT* enforcement period.

IMPAIRED DRIVING (ID) ENFORCEMENT SCOPE OF WORK

PROJECT NO. PHSPID2210-02-26

The *Drive Sober or Get Pulled Over (DSOGPO)* enforcement campaign exists to deter 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 scheduled ID enforcement periods as outlined in Attachment 1. The Contractor may conduct additional enforcement activity beyond the required regional calendar events within their jurisdiction, if the budget allows, and if the Contractor can justify the purpose of additional enforcement. The Contractor must notify the Safety Division of the additional enforcement activity prior to conducting the additional enforcement activity.

During each identified enforcement period of the contract period, the Contractor must:

- Conduct a minimum of two shifts (no minimum number of hours per shift) per enforcement period, except for the National Labor Day *Drive Sober or Get Pulled Over* campaign.
- Conduct a minimum of four shifts (no minimum number of hours per shift) during the dates identified as the National Labor Day *Drive Sober or Get Pulled Over* campaign.
- Ensure that officers working the ID grant have been SFST (Standardized Field Sobriety Testing) certified and have attended a SFST refresher or ARIDE course at least once every five years. The Contractor must provide verification of the completed training upon request by the Safety Division for each officer conducting overtime enforcement through the grant.
- 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. Data indicates this would typically be at night on weekends and holidays, or during special community events justifying the need for additional traffic enforcement. Some jurisdictions may have varying times based on demographics (e.g., college communities).
- Conduct high visibility enforcement within corridors and times where the occurrence of injury and death from ID is greatest. When possible, the Safety Division will coordinate with the Contractor to determine these locations based on ND crash data.
- Coordinate with the Safety Division to complete earned media requirements (pre- and post-news releases).

- Submit an electronic enforcement log sheet for participating officers by the date indicated in the schedule, "Enforcement Log Due Date." *The report will include: (1) number of enforcement hours, (2) dates and times of enforcement, (3) number and type of citations issued, and (4) number of enforcement contacts/stops made.*
- Submit a reimbursement voucher by the date indicated in the schedule, "Reimbursement Voucher Due Date."
- Work with other area law enforcement within the region to conduct multi-agency enforcement efforts to maximize the visibility of law enforcement during the ID enforcement period.

UNDERAGE DRINKING (UA) ENFORCEMENT SCOPE OF WORK

PROJECT NO. PHSPID2210-12-11

The UA 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 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.***

Activities under this program are for Non-Saturation events only. The Contractor is required to work two (2) scheduled UA enforcement periods chosen by your agency and relay plans to the Safety Division. The Contractor may conduct additional non-saturation enforcement activity beyond the two (2) scheduled required calendar events within their jurisdiction, if the budget allows, and if the Contractor can justify the purpose of additional non-saturation enforcement. The Contractor must notify the Safety Division of the additional non-saturation enforcement activity before conducting the additional non-saturation enforcement activity.

Qualifying Non-Saturation Events include:

The following types of enforcement activities will be reported as a non-saturation event in the Law Enforcement Web Reporting (LEWR) online report system.

- **Compliance Checks** — Compliance Checks must 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-premises sites (bars, restaurants, clubs, etc.) and off-premises businesses (convenience stores, grocery stores, gas stations, etc.).
- **Shoulder Tap** – Shoulder tap activities must involve an underage buyer working under the direction of a law enforcement agency. The underage buyer will approach an individual who is about to enter an off-sale establishment and ask them to purchase alcohol for them from an off-sale establishment.

- **Server Training** — Training provided to servers, sellers, and consumers of alcohol to prevent intoxication, drunk driving, and UA.
- **Controlled Party Dispersal** — Controlled Party Dispersal goes hand in hand with Party Prevention Patrols. If patrol personnel encounter an UA party, the officer calls for backup and then uses proper party dispersal protocol as set out by the Pacific Institute for Research and Evaluation (PIRE) document *A Practical Guide to Preventing and Dispersing Underage Drinking Parties*.
<http://www.pire.org/documents/UDETC/operational-guides/PreventingUADParties.pdf>
- **Evidence-Based Alcohol Prevention Educational Presentations** –Evidence-based curricula have been proven to be effective in reducing underage drinking and driving. Examples of evidence-based programs include but are not limited to Lifeskills Training, Positive Action, and D.A.R.E. (Drug Abuse Resistance Education) Costs eligible for reimbursement are the purchase or printing of teaching guides, and workbooks for students. Please contact the Safety Division, Law Enforcement Coordinator, to determine if officer time is eligible for reimbursement (regular time is not reimbursable). Promotional items are not an allowable expense.

During each fiscal year of the contract, the Contractor must:

- Conduct a minimum of two (no minimum number of hours per shift) **planned** non-saturation events. Provide the Safety Division a calendar of scheduled events for the fiscal year that identifies the type of events to be conducted and when. *The calendar of events must be provided to the Safety Division by October 1.*
- Determine the best enforcement strategy (e.g., shoulder tap, server training or compliance checks, etc.) that will most effectively deter underage access and consumption of alcohol within the Contractor's jurisdiction.
- Coordinate with the Safety Division to complete earned media requirements (pre- and post-news releases).
- Submit an electronic enforcement log sheet for participating officers within five days after completing the event.
- For Evidence-based activities documentation of actual curricula expenses need to be supported by an invoice when submitting a voucher for reimbursement. A separate paper voucher will be provided to you from the Safety Division.
- Submit a reimbursement voucher by within 45 days after completing the event.

SPEED (SC) ENFORCEMENT SCOPE OF WORK

PROJECT NO. PHSPSC2207-04-33

The speed (SC) enforcement campaign exists to decrease speed violations through heightened enforcement of speeding 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 decrease excessive speed

Participating law enforcement agencies are required to work overtime during scheduled Speed campaigns to achieve high visibility within their jurisdictions to deter motorists from driving above the posted speed limits.

The Contractor may **only** work during the scheduled Speed enforcement periods as identified in Attachment 1. The Contractor may not work outside the scheduled period.

During each identified enforcement period, the Contractor must:

- Conduct a minimum of two shifts (no minimum number of hours per shift) per high visibility enforcement period within corridors and at times (including nighttime) where the occurrence of unbelted serious injury and fatal crashes is greatest. When possible, the Safety Division will coordinate with the Contractor to determine these locations based on North Dakota (ND) crash data.
- Issue Citations – **not warnings** – for driving above the posted speed limits. This is to assure the integrity of the *Obey the Sign or Pay the Fine* message to the public. Each stop is an opportunity to educate the public on taking personal responsibility in driving behaviors and safety measures.
- Coordinate with the Safety Division to complete earned media requirements (pre- and post-news releases).
- Submit an electronic enforcement log sheet for participating officers by the date indicated in the schedule, "Enforcement Log Due Date." *The report will include: (1) number of enforcement hours, (2) dates and times of enforcement, (3) number and type of citations issued, and (4) number of enforcement contacts/stops made.*
- Submit a reimbursement voucher by the date indicated in the schedule, "Reimbursement Voucher Due Date."
- Work with other area law enforcement within the region to conduct multi-agency enforcement efforts to maximize the heightened enforcement of speeding laws during the enforcement period.

REPORTING AND AUDIT REPORTING/ALL PROJECTS

Reporting

The Contractor must submit the enforcement logs and reimbursement voucher(s) to the Safety Division per the schedule referenced in the previous OP, ID, UA, and SC enforcement sections. 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, payroll, agency work schedules, and any other supporting documentation.

An enforcement contact is defined as one traffic stop, which may include multiple enforcement actions with the occupants of a motor vehicle while conducting overtime enforcement under contract with NDDOT.

Because the OP, ID, UA, and SC 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 Safety Division immediately.

Audit Reporting

A non-federal entity that expends \$750,000 or more during the non-federal entity's fiscal year in federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR 200, Subpart F. A financial audit is sufficient if the non-federal entity expends less than \$750,000.

NDDOT RESPONSIBILITIES, REIMBURSEMENT, AND OTHER REQUIREMENTS/ALL PROJECTS

NDDOT Responsibilities

This Scope of Work will be monitored by the NDDOT's Program Manager. Oversight will include, but will not be limited to, desktop and on-site monitoring of program finances, operations, and performance. This will include identification and written notification of issues and/or concerns that could significantly affect the program's performance and outcomes to agents of the contracting agency in the community.

Based on federal grant requirements, NDDOT may revise the enforcement dates shown in Attachment 1. The Contractor will be notified by email and will receive a revised Attachment 1 that will identify the revised enforcement dates and due dates of enforcement logs and reimbursement vouchers.

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 Safety Division 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, enforcement logs and reimbursement 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, 2022. ***Vouchers received after November 14, 2022, will not be reimbursed.***

Other Requirements

In accordance with 23 CFR Part 1300 Appendix C, the Contractor, as a representative of its political subdivision, requests the benefit of the NDDOT Safety Division coordination of paid media and marketing to capitalize on the high visibility enforcement and education model necessary to change driver behavior. The NDDOT Safety Division will coordinate paid and earned media statewide to complement the enforcement initiative outlined in this project agreement. The outreach may include the following: TV spots, radio spots, online ads, billboards, print ads, press releases, posters, flyers, and/or outreach events. These efforts will include local jurisdictions and will be coordinated statewide. By signing the contract, the Contractor signifies his/her understanding of the outreach component of the mobilization and approves the use of these educational techniques within his/her jurisdiction.

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.

The Contractor shall not use the funds for supplanting. *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.

Written and verbal warnings are not encouraged under any of the grant programs.

The Contractor is encouraged to use the E-Citation module within TraCS Web while conducting overtime enforcement activities through NDDOT grant funded programs. The Safety Division will monitor enforcement activities in TraCS. Upon request, those issuing paper citations or electronic citations in another program will be required to submit copies of citations to the Safety Division.

BUDGETS

OCCUPANT PROTECTION (OP) ENFORCEMENT BUDGET

PROJECT NO. PHSPOP2205-05-30 / CFDA NO. 20.600

DIRECT COSTS

Overtime wages		\$ 8,250
Mileage		\$ 0
PROJECT TOTAL		<u>\$ 8,250</u>

Participation

Federal	100%	\$ 8,250
State	-	
Local	-	

IMPAIRED DRIVING (ID) ENFORCEMENT BUDGET

PROJECT NO. PHSPID2210-02-26 / CFDA NO. 20.616

DIRECT COSTS

Overtime wages		\$12,650
Mileage		\$ 0
PROJECT TOTAL		<u>\$12,650</u>

Participation

Federal	100%	\$12,650
State	-	
Local	-	

UNDERAGE DRINKING (UA) ENFORCEMENT BUDGET

PROJECT NO. PHSPID2210-12-11 / CFDA NO. 20.616

DIRECT COSTS

Overtime wages		\$ 2,200
Educational Resources		\$ 0
PROJECT TOTAL		<u>\$ 2,200</u>

Participation

Federal	100%	\$ 2,200
State	-	
Local	-	

SPEED (SC) ENFORCEMENT BUDGET

PROJECT NO. PHSPSC2207-04-33 / CFDA NO. 20.600

DIRECT COSTS

Overtime wages		\$ 2,035
Mileage		\$ 0
PROJECT TOTAL		<u>\$ 2,035</u>

Participation

Federal	100%	\$ 2,035
State	-	
Local	-	

ATTACHMENT 1

OCCUPANT PROTECTION (OP) ENFORCEMENT DATES

<u>Enforcement Dates</u>	<u>Enforcement Log Due Date</u>	<u>Reimbursement Voucher Due Date</u>
November 1 – Dec 16, 2020	12/21/2021	1/31/2022
May 23 – June 5, 2022	06/06/2022	07/11/2022
July 1 – August 18, 2022	08/25/2022	09/30/2022

* May 23 – June 5, 2022 is a National Click It or Ticket It Campaign (*CIOT*)*

Participating agencies are required to conduct a minimum of 2 shifts per enforcement period.

Contractor may not work any other dates for the occupant protection campaign.

Please refer to the Contract for the full Scope of Work.

ATTACHMENT 1

IMPAIRED DRIVING (ID) ENFORCEMENT DATES

<u>Enforcement Dates</u>	<u>Enforcement Log Due Date</u>	<u>Reimbursement Voucher Due Date</u>
Dec. 17, 2021 – January 31, 2022	02/07/2022	03/31/2022
March 1 – 31, 2022	04/06/2022	05/31/2022
August 19 – Sept. 5, 2022	09/09/2022	10/31/2022
DSOGPO		

*** December 17 – January 1, 2022 is a National Drive Sober or Get Pulled Over Campaign. ND dates for ID extend the campaign until January 31, 2022.**

*** August 19 - September 5, 2022 is the National Drive Sober or Get Pulled Over Campaign. *DSOGPO* requires a minimum of 4 shifts to be worked.**

Participating agencies are required to conduct a minimum of 2 shifts per enforcement period.

Please refer to the Contract for the full Scope of Work.

ATTACHMENT 1

SPEED (SP) ENFORCEMENT DATES

<u>Enforcement Dates</u>	<u>Enforcement Log Due Date</u>	<u>Reimbursement Voucher Due Date</u>
April 22 –May 22, 2022	05/30/2022	06/30/2022

Participating agencies are required to conduct a minimum of 2 shifts per enforcement period.

Contractor may not work any other dates for the speed campaign.

Please refer to the Contract for the full Scope of Work.

Appendix B to Part 1300 – Application Requirements for Section 405 and Section 1906 Grants

[Each fiscal year, to apply for a grant under 23 U.S.C. 405 or Section 1906, Pub. L. 109-59, as amended by Section 4011, Pub. L. 114-94, the State must complete and submit all required information in this appendix, and the Governor's Representative for Highway Safety must sign the Certifications and Assurances.]

State: North Dakota

Fiscal Year: 2022

Instructions: *Check the box for each part for which the State is applying for a grant, fill in relevant blanks, and identify the attachment number or page numbers where the requested information appears in the HSP. Attachments may be submitted electronically.*

■ PART 1: OCCUPANT PROTECTION GRANTS (23 CFR 1300.21)

*[Check the box above **only** if applying for this grant.]*

All States:

[Fill in all blanks below.]

- The lead State agency responsible for occupant protection programs will maintain its aggregate expenditures for occupant protection programs at or above the average level of such expenditures in fiscal years 2014 and 2015. (23 U.S.C. 405(a)(9))
- The State's occupant protection program area plan for the upcoming fiscal year is provided in the HSP at ND_FY22_402, page 56 (location).
- The State will participate in the Click it or Ticket national mobilization in the fiscal year of the grant. The description of the State's planned participation is provided in the HSP at ND_FY22_402, Page 58 & ND_FY22_405b, page 1-5 (location).
- Countermeasure strategies and planned activities demonstrating the State's active network of child restraint inspection stations are provided in the HSP at ND_FY22_405b, page 6-7 (location).
Such description includes estimates for: (1) the total number of planned inspection stations and events during the upcoming fiscal year; and (2) within that total, the number of planned inspection stations and events serving each of the following population categories: urban, rural, and at-risk. The planned inspection stations/events provided in the HSP are staffed with at least one current nationally Certified Child Passenger Safety Technician.

- Countermeasure strategies and planned activities, as provided in the HSP at ND_FY22_405b, page 6-7 (location), that include estimates of the total number of classes and total number of technicians to be trained in the upcoming fiscal year to ensure coverage of child passenger safety inspection stations and inspection events by nationally Certified Child Passenger Safety Technicians.

Lower Seat Belt Use States Only:

[Check at least 3 boxes below and fill in all blanks under those checked boxes.]

- The State's **primary seat belt use law**, requiring all occupants riding in a passenger motor vehicle to be restrained in a seat belt or a child restraint, was enacted on _____ (date) and last amended on _____ (date), is in effect, and will be enforced during the fiscal year of the grant.
Legal citation(s): _____.

- The State's **occupant protection law**, requiring occupants to be secured in a seat belt or age-appropriate child restraint while in a passenger motor vehicle and a minimum fine of \$25, was enacted on _____ (date) and last amended on _____ (date), is in effect, and will be enforced during the fiscal year of the grant.

Legal citations:

- _____ Requirement for all occupants to be secured in seat belt or age appropriate child restraint;
- _____ Coverage of all passenger motor vehicles;
- _____ Minimum fine of at least \$25;
- _____ Exemptions from restraint requirements.

- The countermeasure strategies and planned activities demonstrating the State's **seat belt enforcement plan** are provided in the HSP at ND_FY22_402, Page 57 (location).

- The countermeasure strategies and planned activities demonstrating the State's **high risk population countermeasure program** are provided in the HSP at ND_FY22_405b, page 8 (location).

■ The State's **comprehensive occupant protection program** is provided as follows:

- Date of NHTSA-facilitated program assessment conducted within 5 years prior to the application date January 13-17, 2020 (date);
- Multi-year strategic plan: HSP at ND_FY22_405b application, Page 11 (location);
- The name and title of the State's designated occupant protection coordinator is Carol Thurn, Program Manager.
- List that contains the names, titles and organizations of the Statewide occupant protection task force membership: HSP at ND_FY22_405b, Page 5-6 (location).

■ The State's NHTSA-facilitated **occupant protection program assessment** of all elements of its occupant protection program was conducted on January 13-17, 2020 (date) (within 3 years of the application due date);

☐ PART 2: STATE TRAFFIC SAFETY INFORMATION SYSTEM IMPROVEMENTS GRANTS (23 CFR 1300.22)

[Check the box above only if applying for this grant.]

All States:

- The lead State agency responsible for traffic safety information system improvement programs will maintain its aggregate expenditures for traffic safety information system improvements programs at or above the average level of such expenditures in fiscal years 2014 and 2015. (23 U.S.C. 405(a)(9))

[Fill in all blank for each bullet below.]

- A list of at least 3 TRCC meeting dates during the 12 months preceding the application due date is provided in the HSP at ND_FY22_405c, page 1 (location).
- The name and title of the State's Traffic Records Coordinator is
Melissa Casteel, Traffic Records Program Manager/Research Analyst/FA
- A list of the TRCC members by name, title, home organization and the core safety database represented is provided in the HSP at ND_FY22_405c, pages 1-3 and ND_FY22_Traffic_Records_Strategic_Plan, pages 11-12 (location).
- The State Strategic Plan is provided as follows:
 - Description of specific, quantifiable and measurable improvements at ND_FY22_405c, pages 7-8 and ND_FY22_Traffic_Records_Strategic_Plan, pages 4-9 (location);
 - List of all recommendations from most recent assessment at: ND_FY22_405c, pages 3-4 and ND_FY22_Traffic_Records_Strategic_Plan, pages 3-4, 6-9 (location);
 - Recommendations to be addressed, including countermeasure strategies and planned activities and performance measures at ND_FY22_405c, pages 4-10 and ND_FY22_Traffic_Records_Strategic_Plan, pages 3-10 (location);
 - Recommendations not to be addressed, including reasons for not implementing: HSP at ND_FY22_405c, page 10 and ND_FY22_Traffic_Records_Strategic_Plan, pages 6, 8 (location).
- Written description of the performance measures, and all supporting data, that the State is relying on to demonstrate achievement of the quantitative improvement in the preceding 12 months of the application due date in relation to one or more of the significant data program attributes is provided in the HSP at ND_FY22_Traffic_Records_Strategic_Plan, pages 7-8 and ND_FY22_405c_Quantitative_Improvement (location).
- The State's most recent assessment or update of its highway safety data and traffic records system was completed on December 21, 2020 (date).

**■ PART 3: IMPAIRED DRIVING COUNTERMEASURES
(23 CFR 1300.23(D)-(F))**

[Check the box above only if applying for this grant.]

All States:

- The lead State agency responsible for impaired driving programs will maintain its aggregate expenditures for impaired driving programs at or above the average level of such expenditures in fiscal years 2014 and 2015.
- The State will use the funds awarded under 23 U.S.C. 405(d) only for the implementation of programs as provided in 23 CFR 1300.23(j).

Mid-Range State Only:

[Check one box below and fill in all blanks under that checked box.]

The State submits its Statewide impaired driving plan approved by a Statewide impaired driving task force on _____ (date).
Specifically –

- HSP at _____ (location) describes the authority and basis for operation of the Statewide impaired driving task force;
- HSP at _____ (location) contains the list of names, titles and organizations of all task force members;
- HSP at _____ (location) contains the strategic plan based on Highway Safety Guideline No. 8 – Impaired Driving.

The State has previously submitted a Statewide impaired driving plan approved by a Statewide impaired driving task force on June 25, 2020 (date) and continues to use this plan.

High-Range State Only:

[Check one box below and fill in all blanks under that checked box.]

The State submits its Statewide impaired driving plan approved by a Statewide impaired driving task force on _____ (date) that includes a review of a NHTSA-facilitated assessment of the State's impaired driving program conducted on _____ (date). Specifically, –

- HSP at _____ (location) describes the authority and basis for operation of the Statewide impaired driving task force;
- HSP at _____ (location) contains the list of names, titles and organizations of all task force members;
- HSP at _____ (location) contains the strategic plan based on Highway Safety Guideline No. 8 – Impaired Driving;
- HSP at _____ (location) addresses any related recommendations from the assessment of the State's impaired driving program;
- HSP at _____ (location) contains the planned activities, in detail, for spending grant funds;
- HSP at _____ (location) describes how the spending supports the State's impaired driving program and achievement of its performance targets.

The State submits an updated Statewide impaired driving plan approved by a Statewide impaired driving task force on _____ (date) and updates its assessment review and spending plan provided in the HSP at _____ (location).

PART 4: ALCOHOL-IGNITION INTERLOCK LAWS (23 CFR 1300.23(G))

*[Check the box above **only** if applying for this grant.]*

[Fill in all blanks.]

The State provides citations to a law that requires all individuals convicted of driving under the influence or of driving while intoxicated to drive only motor vehicles with alcohol-ignition interlocks for a period of 6 months that was enacted on _____ (date) and last amended on _____ (date), is in effect, and will be enforced during the fiscal year of the grant.

Legal citation(s):

_____.

PART 5: 24-7 SOBRIETY PROGRAMS (23 CFR 1300.23(H))

*[Check the box above **only** if applying for this grant.]*

[Fill in all blanks.]

The State provides citations to a law that requires all individuals convicted of driving under the influence or of driving while intoxicated to receive a restriction on driving privileges that was enacted on 8/1/2013 (date) and last amended on 8/1/2013 (date), is in effect, and will be enforced during the fiscal year of the grant.

Legal citation(s):

NDCC 39-20-04.1

_____.

[Check at least one of the boxes below and fill in all blanks under that checked box.]

Law citation. The State provides citations to a law that authorizes a Statewide 24-7 sobriety program that was enacted on 8/1/2013 (date) and last amended on 8/1/2013 (date), is in effect, and will be enforced during the fiscal year of the grant.

Legal citation(s):

NDCC 39-06.1-11,NDCC 39-20-03.1-5,NDCC 54-12-27 through 54-12-31,NDCC 39-06.1-11,NDCC 39-08-03.1-5,

NDCC 39-20-04.1, NDCC 54-12-27, NDCC 54-12-31

_____.

Program information. The State provides program information that authorizes a Statewide 24-7 sobriety program. The program information is provided in the HSP at _____ (location).

PART 6: DISTRACTED DRIVING GRANTS (23 CFR 1300.24)

[Check the box above *only* if applying for this grant and fill in all blanks.]

Comprehensive Distracted Driving Grant

- The State provides sample distracted driving questions from the State's driver's license examination in the HSP at _____ (location).

- **Prohibition on Texting While Driving**

The State's texting ban statute, prohibiting texting while driving and requiring a minimum fine of at least \$25, was enacted on _____ (date) and last amended on _____ (date), is in effect, and will be enforced during the fiscal year of the grant.

Legal citations:

- _____ Prohibition on texting while driving;
- _____ Definition of covered wireless communication devices;
- _____ Minimum fine of at least \$25 for an offense;
- _____ Exemptions from texting ban.

- **Prohibition on Youth Cell Phone Use While Driving**

The State's youth cell phone use ban statute, prohibiting youth cell phone use while driving, driver license testing of distracted driving issues and requiring a minimum fine of at least \$25, was enacted on _____ (date) and last amended on _____ (date), is in effect, and will be enforced during the fiscal year of the grant.

Legal citations:

- _____ Prohibition on youth cell phone use while driving;
- _____ Definition of covered wireless communication devices;
- _____ Minimum fine of at least \$25 for an offense;
- _____ Exemptions from youth cell phone use ban.

- The State has conformed its distracted driving data to the most recent Model Minimum Uniform Crash Criteria (MMUCC) and will provide supporting data (i.e., NHTSA-developed MMUCC Mapping spreadsheet) within 30 days after notification of award.

■ PART 7: MOTORCYCLIST SAFETY GRANTS (23 CFR 1300.25)

*[Check the box above **only** if applying for this grant.]*

*[Check at least 2 boxes below and fill in all blanks under those checked boxes **only**.]*

■ Motorcycle riding training course:

- The name and organization of the head of the designated State authority over motorcyclist safety issues is William T. Panos, North Dakota Department of Transportation.
- The head of the designated State authority over motorcyclist safety issues has approved and the State has adopted one of the following introductory rider curricula:
[Check at least one of the following boxes below and fill in any blanks.]

Motorcycle Safety Foundation Basic Rider Course;

TEAM OREGON Basic Rider Training;

Idaho STAR Basic I;

California Motorcyclist Safety Program Motorcyclist Training Course;

Other curriculum that meets NHTSA's Model National Standards for Entry-Level Motorcycle Rider Training and that has been approved by NHTSA.

- In the HSP at ND_FY22_405f,page 1 (location), a list of counties or political subdivisions in the State where motorcycle rider training courses will be conducted during the fiscal year of the grant AND number of registered motorcycles in each such county or political subdivision according to official State motor vehicle records.

Motorcyclist awareness program:

- The name and organization of the head of the designated State authority over motorcyclist safety issues is _____.
- The State's motorcyclist awareness program was developed by or in coordination with the designated State authority having jurisdiction over motorcyclist safety issues.
- In the HSP at _____ (location), performance measures and corresponding performance targets developed for motorcycle awareness that identify, using State crash data, the counties or political subdivisions within the State with the highest number of motorcycle crashes involving a motorcycle and another motor vehicle.
- In the HSP at _____ (location), the countermeasure strategies and planned activities demonstrating that the State will implement data-driven programs in a majority of counties or political subdivisions

where the incidence of crashes involving a motorcycle and another motor vehicle is highest, and a list that identifies, using State crash data, the counties or political subdivisions within the State ranked in order of the highest to lowest number of crashes involving a motorcycle and another motor vehicle per county or political subdivision.

Reduction of fatalities and crashes involving motorcycles:

- Data showing the total number of motor vehicle crashes involving motorcycles is provided in the HSP at _____ (location).
- Description of the State's methods for collecting and analyzing data is provided in the HSP at _____ (location).

Impaired driving program:

- In the HSP at _____ (location), performance measures and corresponding performance targets developed to reduce impaired motorcycle operation.
- In the HSP at _____ (location), countermeasure strategies and planned activities demonstrating that the State will implement data-driven programs designed to reach motorcyclists and motorists in those jurisdictions where the incidence of motorcycle crashes involving an impaired operator is highest (i.e., the majority of counties or political subdivisions in the State with the highest numbers of motorcycle crashes involving an impaired operator) based upon State data.

Reduction of fatalities and accidents involving impaired motorcyclists:

- Data showing the total number of reported crashes involving alcohol-impaired and drug-impaired motorcycle operators is provided in the HSP at _____ (location).
- Description of the State's methods for collecting and analyzing data is provided in the HSP at _____ (location).

■ Use of fees collected from motorcyclists for motorcycle programs:

[Check one box only below and fill in all blanks under the checked box only.]

Applying as a Law State –

- The State law or regulation requires all fees collected by the State from motorcyclists for the purpose of funding motorcycle training and safety programs are to be used for motorcycle training and safety programs. **AND**
- The State's law appropriating funds for FY ____ demonstrates that all fees collected by the State from motorcyclists for the purpose of funding motorcycle training and safety programs are spent on motorcycle training and safety programs.

Legal citation(s): _____
_____.

Applying as a Data State –

- Data and/or documentation from official State records from the previous fiscal year showing that **all** fees collected by the State from motorcyclists for the purpose of funding motorcycle training and safety programs were used for motorcycle training and safety programs is provided in the HSP at ND_FY22_405f, page 3-22 (location).

☐ PART 8: STATE GRADUATED DRIVER LICENSING INCENTIVE GRANTS (23 CFR 1300.26)

*[Check the box above **only** if applying for this grant.]*

*[Fill in **all** applicable blanks below.]*

The State's graduated driver's licensing statute, requiring both a learner's permit stage and intermediate stage prior to receiving an unrestricted driver's license, was last amended on _____ (date), is in effect, and will be enforced during the fiscal year of the grant.

Learner's Permit Stage –

Legal citations:

- _____ Applies prior to receipt of any other permit, license, or endorsement by the State if applicant is younger than 18 years of age and has not been issued an intermediate license or unrestricted driver's license by any State;
- _____ Applicant must pass vision test and knowledge assessment;
- _____ In effect for at least 6 months;
- _____ In effect until driver is at least 16 years of age;
- _____ Must be accompanied and supervised at all times;
- _____ Requires completion of State-certified driver education or training course or at least 50 hours of behind-the-wheel training, with at least 10 of those hours at night;
- _____ Prohibits use of personal wireless communications device;
- _____ Extension of learner's permit stage if convicted of a driving-related offense;
- _____ Exemptions from learner's permit stage.

Intermediate Stage –

Legal citations:

- _____ Commences after applicant younger than 18 years of age successfully completes the learner's permit stage, but prior to receipt of any other permit, license, or endorsement by the State;
- _____ Applicant must pass behind-the-wheel driving skills assessment;

- _____ In effect for at least 6 months;
- _____ In effect until driver is at least 17 years of age;
- _____ Must be accompanied and supervised between hours of 10:00 p.m. and 5:00 a.m. during first 6 months of stage, except when operating a motor vehicle for the purposes of work, school, religious activities, or emergencies;
- _____ No more than 1 nonfamilial passenger younger than 21 years of age allowed;
- _____ Prohibits use of personal wireless communications device;
- _____ Extension of intermediate stage if convicted of a driving-related offense;
- _____ Exemptions from intermediate stage.

PART 9: NONMOTORIZED SAFETY GRANTS (23 CFR 1300.27)

[Check the box above *only* applying for this grant AND *only* if NHTSA has identified the State as eligible because the State annual combined pedestrian and bicyclist fatalities exceed 15 percent of the State's total annual crash fatalities based on the most recent calendar year final FARS data.]

The State affirms that it will use the funds awarded under 23 U.S.C. 405(h) only for the implementation of programs as provided in 23 CFR 1300.27(d).

☐ PART 10: RACIAL PROFILING DATA COLLECTION GRANTS (23 CFR 1300.28)

[Check the box above only if applying for this grant.]

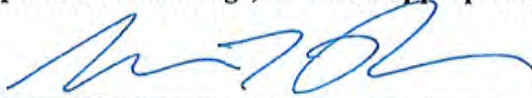
[Check one box only below and fill in all blanks under the checked box only.]

- In the HSP at _____ (location), the official document(s) (i.e., a law, regulation, binding policy directive, letter from the Governor or court order) demonstrates that the State maintains and allows public inspection of statistical information on the race and ethnicity of the driver for each motor vehicle stop made by a law enforcement officer on all public roads except those classified as local or minor rural roads.
- In the HSP at _____ (location), the State will undertake countermeasure strategies and planned activities during the fiscal year of the grant to maintain and allow public inspection of statistical information on the race and ethnicity of the driver for each motor vehicle stop made by a law enforcement officer on all public roads except those classified as local or minor rural roads. (A State may not receive a racial profiling data collection grant by checking this box for more than 2 fiscal years.)
-

In my capacity as the Governor's Representative for Highway Safety, I hereby provide the following certifications and assurances –

- I have reviewed the above information in support of the State's application for 23 U.S.C. 405 and Section 1906 grants, and based on my review, the information is accurate and complete to the best of my personal knowledge.
- As condition of each grant awarded, the State will use these grant funds in accordance with the specific statutory and regulatory requirements of that grant, and will comply with all applicable laws, regulations, and financial and programmatic requirements for Federal grants.
- I understand and accept that incorrect, incomplete, or untimely information submitted in support of the State's application may result in the denial of a grant award.

I understand that my statements in support of the State's application for Federal grant funds are statements upon which the Federal Government will rely in determining qualification for grant funds, and that knowing misstatements may be subject to civil or criminal penalties under 18 U.S.C. 1001. I sign these Certifications and Assurances based on personal knowledge, and after appropriate inquiry.



Signature Governor's Representative for Highway Safety

6/28/21

Date

William T. Panos

Printed name of Governor's Representative for Highway Safety

Certificate Of Completion

Envelope Id: 5B69B3005A084833BBF101A4DCE96B80
Subject: SO Cass Contract #12211159
Contract Number: 12211159
PCN:
Source Envelope:
Document Pages: 38
Certificate Pages: 3
AutoNav: Enabled
Envelope Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Signatures: 0
Initials: 1

Envelope Originator:
Sheila Kitzan
608 E Boulevard Ave
Bismarck, ND 58505
skitzan@nd.gov
IP Address: 165.234.92.5

Record Tracking

Status: Original
9/22/2021 6:26:34 AM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Sheila Kitzan
skitzan@nd.gov
Pool: StateLocal
Pool: Carahsoft OBO North Dakota Department of
Transportation CLOUD

Location: DocuSign
Location: DocuSign

Signer Events

Shannon Sauer
ssauer@nd.gov
Security Level: Email, Account Authentication
(None), Authentication

Signature



Signature Adoption: Pre-selected Style
Using IP Address: 165.234.253.12

Timestamp

Sent: 9/23/2021 1:47:47 PM
Viewed: 9/23/2021 2:04:25 PM
Signed: 9/23/2021 2:04:48 PM

Authentication Details

SMS Auth:
Transaction: 65F0502CB46405049193A2BFA67A0623
Result: passed
Vendor ID: TeleSign
Type: SMSAuth
Performed: 9/23/2021 2:04:17 PM
Phone: +1 701-426-9825

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Karin Mongeon
kamongeon@nd.gov

Security Level: Email, Account Authentication
(None), Authentication

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
Clint Morgenstern cdmorgenstern@nd.gov Security Level: Email, Account Authentication (None), Authentication Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Robin R. Rehborg rrehborg@nd.gov Security Level: Email, Account Authentication (None), Authentication Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Laureen M. Martin lmartin@nd.gov Security Level: Email, Account Authentication (None), Authentication Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
Sheila Kitzan skitzan@nd.gov North Dakota Highway Patrol Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue;">VIEWED</div> Using IP Address: 165.234.252.245	Sent: 9/22/2021 6:27:36 AM Viewed: 9/23/2021 1:47:02 PM Completed: 9/23/2021 1:47:46 PM

Agent Delivery Events	Status	Timestamp
Keenan Zundel zundelK@casscountynd.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		Sent: 9/23/2021 2:04:53 PM Viewed: 9/23/2021 2:27:36 PM

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Shelia Kitzan skitzan@nd.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
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Carbon Copy Events	Status	Timestamp
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DOT Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
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Carbon Copy Events	Status	Timestamp
DOT Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Michael Montplaisir montplaisirm@casscountynd.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/22/2021 6:27:36 AM
Payment Events	Status	Timestamps



MEMORANDUM

Highway Department

Jason Benson, P.E.
County Engineer

Thomas B. Soucy, P.E.
Deputy County Engineer

Blaine Laaveg
Superintendent

TO: Cass County Commission

FROM: Jason Benson, Cass County Engineer

DATE: September 24, 2021

SUBJECT: Consent Agenda Item for October 4, 2021 Commission Meeting: Project CB2201 – County Highway 9 – NDDOT Structure - Structure Design.

Attached is an Engineering Service Agreement with Houston Engineering, Inc., for the following bridge:

CB2201 – County Highway 9 – NDDOT Structure – Structure Design

This Structure is planned to be replaced in 2022 in conjunction with Cass County Highway 9 Project CH1801. To benefit our project CH1801, we will be replacing this structure for the NDDOT and will be reimbursed for all costs associated with this structure. The estimated cost of this work is \$67,144.00.

SUGGESTED MOTION: Authorize chairperson to sign the Engineering Service Agreement and Purchase Order with Houston Engineering, Inc., to complete structure design for Project CB2201.

J:\Admin-Eng\Commission Corrsp\2021 Commission Correspondence\CB2201 - C9 - NDDOT Box Culvert\Consent Agenda Memo Houston Engineering CB2201 092421.docx

1201 Main Avenue West
West Fargo, North Dakota
58078-1301

701-298-2370
Fax: 701-298-2395

CASS COUNTY GOVERNMENT ENGINEERING SERVICES AGREEMENT

Project Number and Location: CB2201 – County Highway 9 – NDDOT Structure

Type of Project: Structure Design

Type of Construction: Structure Replacement

THIS AGREEMENT is entered into by and between Cass County, herein after known as the County, and Houston Engineering, Inc., of Fargo, North Dakota hereinafter known as Engineer.

I.

The Engineer shall perform the needed detailed construction design services only per Request for Proposal.

II.

The County will pay the Engineer as follows:

A. Maximum Payment: The total contract cost not to exceed \$67,144.00 unless changed according to Section VI.

III.

The work under this agreement shall be performed as required to meet the project requirements and the contractor's work schedule.

IV.

Duly authorized representatives of the County, North Dakota Department of Transportation, and Federal Highway Administration (FHWA) shall have right to inspect and copy the Engineer's plans, files, and records relating to the work included in this agreement.

All books, documents, papers, accounting records, and other evidence pertaining to the cost incurred under the agreement shall be retained by the Engineer and available for inspection by the County, North Dakota Department of Transportation, or FHWA for a period of three years after the date of final payment.

The files and records shall be available in the Engineer's office located at Houston Engineering, Inc.

V.

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Engineer, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the County and North Dakota Department of Transportation shall have the right to annul this agreement without liability, or to deduct from the agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

VI.

No change in the type or extent of the work to be performed by the Engineer shall be made except by supplemental agreement in writing between the County and the Engineer. The supplemental agreement shall set forth the proposed changes of work, extension of time for preparation of the plans, and adjustment to the fee to be paid by the County to the Engineer, if any. On federal aid participating projects any supplemental agreement must be approved by the North Dakota Department of Transportation.

VII.

This agreement may be terminated by the County and North Dakota Department of Transportation at any time upon written notice to the Engineer. In the event that such termination should take place before the completion of the total work to be performed hereunder the County will pay the Engineer for the completed hourly work not to exceed the total work to be performed under this contract.

In the event that the termination of this agreement is not the fault of the Engineer the County shall compensate the Engineer for services performed prior to the termination, along with reimbursable expenses then due.

The original copies of all drawing, prints, plans, and field notes prepared by the Engineer prior to termination shall become the property of the County. Such termination shall not affect any legal right of the County against the Engineer for any breach of this agreement.

The design services done as a result of this agreement are intended for use only on the project that is the subject of this agreement. The design services are not intended to be used on other projects. In the event that the County uses the design services that are the subject of this agreement on another project the use of the design services will be at the County's own risk.

VIII.

The Engineer shall indemnify, save, and hold harmless the County and/or North Dakota Department of Transportation and employees thereof, from any and all claims, demands, actions arising out of the negligent acts, errors, or omissions of the Engineer, his employees, or agent, in the performance of the agreement, or matters incidental thereto.

Any and all persons employed directly or indirectly by the Engineer who are engaged in the performance of any work or services required of the Engineer under this agreement shall be considered employees of the Engineer only and not of the County or North Dakota Department of Transportation.

The Engineer shall comply with applicable federal state and local laws together with all applicable ordinances and regulations applicable to the work. He shall procure all licenses, permits, and other rights necessary for the fulfillment of his obligations under this agreement.

The appropriate professional engineer (P.E.) and/or land surveyor (L.S.) endorsement shall be placed on all documents, plans, or plats.

The Engineer shall comply with Title VI of the Civil Rights Act of 1964, Executive Order 112246 and Executive Order 11375. In accordance with the aforementioned act, no person in the United States shall, on the grounds of race, color, religion, sex, age, handicap, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this agreement.

IX.

The services of the Engineer to be performed hereunder are personal and shall not be assigned, sublet, or transferred, except specialized services or additional work items. If the specialized services or additional work exceeds \$10,000.00, the contract with the agency or firm doing the work shall contain all the provisions of this agreement. The Engineer shall not engage, on a full-or part-time or other basis during the period of this agreement, any professional or technical personnel who are or have been at any time during the period of the agreement in the employment of the FHWA, the North Dakota Department of Transportation, or the County, without the written consent of the public employer of such

person.

X.

The Engineer shall obtain all risk record protection insurance to cover the loss of all survey notes or all other records or data obtained in connection with the work.

XI.

The Engineer is advised that his or her signature on this contract and/or agreement certifies that the company or any person associated with it 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.

ATTESTED:

COUNTY OF CASS

Finance Director

Chairperson, Board of County Commissioners

Date

Jeremy L. McLaughlin, Houston Engineering, Inc

Date



PURCHASE ORDER

PAGE: 1
 P.O. NO.: 148662
 DATE: 09/28/21

N.D. Sales Tax Exempt No. E-3009

HOUSTON ENGINEERING
 1401 21ST AVENUE NORTH
 FARGO, ND 58102

SHIP TO: CASS COUNTY GOVERNMENT
 COUNTY ENGINEER
 1201 WEST MAIN AVENUE
 WEST FARGO, ND 58078

VENDOR NO.		879							
DELIVER BY		SHIP VIA		F.O.B.		TERMS			
09/28/21						NET			
CONFIRM BY			CONFIRM TO			REQUISITIONED BY			
			HALLAND, SHARI K			JASON BENSON			
FREIGHT		CONTRACT NO.		ACCOUNT NO.		PROJECT		REQ. NO.	REQ. DATE
				211-4001-431.33-01		CB2201		HOUSTON	09/28/21
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION			UNIT COST		EXTENDED COST	
1	67144.00	EA	STRUCTURE DESIGN-CASS HIGHWAY 9			1.0000		67144.00	
SUB-TOTAL								67144.00	
									67144.00

AUTHORIZED BY _____ COUNTY OFFICIAL



www.casscountynd.gov

Office of the Sheriff

Jesse Jahner, Sheriff

October 4, 2021

Mary Scherling, Portfolio Commissioner
Cass County Commission
Cass County Courthouse
Fargo, ND 58103

Consent Agenda

Re: Professional Services Agreement with the cities of Casselton, Mapleton, Kindred, and Horace

Chad Peterson, Chair:

Attached are the contracts for law enforcement services for the cities of Casselton, Mapleton, Kindred, and Horace which reflect a 3.7 % increase from last year's rate. The contracts are effective January 1, 2022, through December 31, 2022.

A copy of the agreement was provided to our States Attorney for his review.

Move to authorize the Chair to sign the Professional Services Agreements with the cities of Casselton, Mapleton, Kindred, and Horace for law enforcement services effective January 1, 2022 through December 31, 2022.

Should you have any questions, please contact our office.

Sincerely,

Dean J. Haaland
Chief Deputy
Cass County Sheriff's Office

Cass County Sheriff
Law Enforcement Center
1612 23rd Avenue North
P.O. Box 488
Fargo, North Dakota 58107-0488
Phone: 701-241-5800
Fax: 701-241-5806

Cass County Sheriff
Courthouse
211 9th Street South
P.O. Box 488
Fargo, North Dakota 58107-0488
Phone: 701-241-5800
Fax: 701-241-5805

Cass County Jail
450 34th Street South
Fargo, North Dakota 58103
Phone: 701-271-2900
Fax: 701-271-2967

Cass County Government

211 9th Street South
Fargo, North Dakota
58103

SHERIFF'S SERVICE AGREEMENT

	Services Performed By:	Services Performed For:
October 18, 2021	Cass County Sheriff's Office 211 9 th Street South Fargo, North Dakota 58103	City of Casselton P.O. Box 548 Casselton, North Dakota 58012-0548

Agreement

THIS AGREEMENT made and entered into this 18th Day of October 2021, by and between the County of Cass, hereinafter referred to as the "County", and the City of CASSELTON, hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, the City is desirous of contracting with the County for the performance of the hereinafter described law enforcement services within its boundaries by the County of Cass through the Sheriff thereof; and

WHEREAS, the County of Cass is agreeable to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized and not forbidden by North Dakota State Law.

NOW, THEREFORE, it is agreed as follows:

Scope of Services

The County agrees, through the Sheriff of the County of Cass, to provide law enforcement services within the corporate limits of City as defined and mutually agreed upon between the Sheriff and City.

The services will normally be provided by an individual deputy specifically assigned to the City by the Sheriff with the advice and consent of the City Council. While so assigned, it is understood that the individual deputy will, other than for emergencies, be performing law enforcement services for the City rather than for the County.

Except as otherwise hereinafter specifically set forth, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff of the County of Cass under the Charter of said County and Statutes of this State. The City does hereby contract with the Sheriff's Department to exercise all the law enforcement powers and duties of a deputy sheriff while enforcing local ordinances.

The City Council shall make recommendations and comments on any law enforcement matters to the Sheriff. The rendition of such service, the standards of performance, the discipline of the deputy and other matters incident to the performance of such service and the control of the deputy or deputies so employed, shall remain in the county.

In the event of dispute between the parties as to the extent of the duties and functions to be rendered hereunder, or the minimum level of manner of performance of such service, the determination thereof made by the Sheriff of the county shall be final and conclusive as between the parties hereto.

The deputy assigned to the city will remain the employee of the County for all purposes, including liability, tax, worker's compensation and employee benefits. The County will provide the vehicle and all uniforms, equipment, supplies and training for the deputy.

Violations of statutes or ordinances within the jurisdiction of the City Municipal Court will be issued citations for said Court. Violations exceeding the jurisdiction of the Municipal Court will be issued citations or warrants for the District Court.

Period of Agreement

Unless renewed in writing, this agreement will be effective January 1, 2022, through December 31, 2022

Payment Schedule

The City will pay the County for providing the above services an annual amount of \$ 180,205 prorated on 2 FTE on monthly basis.

IN WITNESS WHEREOF, the City of Casselton, by resolution duly adopted by its City Council, caused this agreement to be signed by its Mayor and attested by its City Auditor and the County of Cass by order of its Board of County Commissioners, has caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed thereto and attested by the County Auditor, all on the day and year first above written.

ATTEST:

By: _____
Name: Lee Anderson

Title: Mayor, City of Casselton

By: _____
Name: Chad Peterson

Title: Chair, Cass County
Commission

By: _____
Name: Sheila Klevgard

Title: Auditor, City of Casselton

By: _____
Name: Robert Wilson

Title: Cass County Administrator

APPROVED
AS TO
FORM

By: _____
Name: Birch P. Burdick

Title: State's Attorney, Cass County

Cass County Government

211 9th Street South
Fargo, North Dakota
58103

SHERIFF'S SERVICE AGREEMENT

	Services Performed By:	Services Performed For:
October 18, 2021	Cass County Sheriff's Office 211 9 th Street South Fargo, North Dakota 58103	City of Mapleton P.O. Box 9 Mapleton, North Dakota 58059

Agreement

THIS AGREEMENT made and entered into this day of 18th, October, 2021 by and between the County of Cass, hereinafter referred to as the "County", and the City of MAPLETON, hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, the City is desirous of contracting with the County for the performance of the hereinafter described law enforcement services within its boundaries by the County of Cass through the Sheriff thereof; and

WHEREAS, the County of Cass is agreeable to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized and not forbidden by North Dakota State Law.

NOW, THEREFORE, it is agreed as follows:

Scope of Services

The County agrees, through the Sheriff of the County of Cass, to provide law enforcement services within the corporate limits of City as defined and mutually agreed upon between the Sheriff and City.

The services will normally be provided by an individual deputy specifically assigned to the City by the Sheriff with the advice and consent of the City Council. While so assigned, it is understood that the individual deputy will, other than for emergencies, be performing law enforcement services for the City rather than for the County.

Except as otherwise hereinafter specifically set forth, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff of the County of Cass under the Charter of said County and Statutes of this State. The City does hereby contract with the Sheriff's Department to exercise all the law enforcement and duties and powers of a deputy sheriff while enforcing local ordinances.

The City Council shall make recommendations and comments on any police matters to the Sheriff. The rendition of such service, the standards of performance, the discipline of the deputy and other matters incident to the performance of such service and the control of the deputy or deputies so employed, shall remain in the county.

In the event of dispute between the parties as to the extent of the duties and functions to be rendered hereunder, or the minimum level of manner of performance of such service, the determination thereof made by the Sheriff of the county shall be final and conclusive as between the parties hereto.

The deputy assigned to the city will remain the employee of the County for all purposes, including liability, tax, worker's compensation and employee benefits. The County will provide the vehicle and all uniforms, equipment, supplies and training for the deputy.

Violations of statutes or ordinances within the jurisdiction of the City Municipal Court will be issued citations for said Court. Violations exceeding the jurisdiction of the Municipal Court will be issued citations or warrants for the District Court.

Period of Agreement

Unless renewed in writing, this agreement will be effective January 1, 2022, through December 31, 2022.

Payment Schedule

The City will pay the County for providing the above services an annual amount of \$ 24,152.00 prorated on .5 FTE on a monthly basis.

IN WITNESS WHEREOF, the City of Mapleton, by resolution duly adopted by its City Council, caused this agreement to be signed by its Mayor and attested by its City Auditor and the County of Cass by order of its Board of County Commissioners, has caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed thereto and attested by the County Auditor, all on the day and year first above written.

ATTEST:

By: _____
Name: Barry Lund
Title: Mayor, City of Mapleton

By: _____
Name: Chad Peterson
Title: Chair, Cass County
Commission

By: _____
Name: Mary Hirschberger
Title: Auditor, City of Casselton

By: _____
Name: Robert Wilson
Title: Cass County Administrator

APPROVED
AS TO
FORM

By: _____
Name: Birch P. Burdick
Title: State's Attorney, Cass County

Cass County Government

211 9th Street South
Fargo, North Dakota
58103

SHERIFF'S SERVICE AGREEMENT

	Services Performed By:	Services Performed For:
October 18, 2021	Cass County Sheriff's Office 211 9 th Street South Fargo, North Dakota 58103	City of Kindred P.O. Box 158 Kindred, North Dakota 58051

Agreement

THIS AGREEMENT made and entered into this 18th Day of October, 2021, by and between the County of Cass, hereinafter referred to as the "County", and the City of KINDRED, hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, the City is desirous of contracting with the County for the performance of the hereinafter described law enforcement services within its boundaries by the County of Cass through the Sheriff thereof; and

WHEREAS, the County of Cass is agreeable to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized and not forbidden by North Dakota State Law.

NOW, THEREFORE, it is agreed as follows:

Scope of Agreement

The County agrees, through the Sheriff of the County of Cass, to provide law enforcement services within the corporate limits of City as defined and mutually agreed upon between the Sheriff and City.

The services will normally be provided by an individual deputy specifically assigned to the City by the Sheriff with the advice and consent of the City Council. While so assigned, it is understood that the individual officer will, other than for emergencies, be performing law enforcement for the City rather than for the County.

Except as otherwise hereinafter specifically set forth, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff of the County of Cass under the Charter of said County and Statutes of this State. The City does hereby contract with the Sheriff's Department to exercise all the law enforcement powers and duties of a city deputy sheriff while enforcing local ordinances.

The City Council shall make recommendations and comments on any law enforcement matters to the Sheriff. The rendition of such service, the standards of performance, the discipline of the deputy and other matters incident to the performance of such service and the control of the deputy or deputies so employed, shall remain in the county.

In the event of dispute between the parties as to the extent of the duties and functions to be rendered hereunder, or the minimum level of manner of performance of such service, the determination thereof made by the Sheriff of the county shall be final and conclusive as between the parties hereto.

The deputy assigned to the city will remain the employee of the County for all purposes, including liability, tax, worker's compensation and employee benefits. The County will provide the vehicle and all uniforms, equipment, supplies and training for the deputy.

Violations of statutes or ordinances within the jurisdiction of the City Municipal Court will be issued citations for said Court. Violations exceeding the jurisdiction of the Municipal Court will be issued citations or warrants for the District Court.

Period of Agreement

Unless renewed in writing, this agreement will be effective January 1, 2022, through December 31, 2022.

Payment Schedule The City will pay the County for providing the above services an annual amount of \$ 45,052.00 prorated on .5 FTE on a monthly basis.

IN WITNESS WHEREOF, the City of Kindred, by resolution duly adopted by its City Council, caused this agreement to be signed by its Mayor and attested by its City Auditor and the County of Cass by order of its Board of County Commissioners, has caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed thereto and attested by the County Auditor, all on the day and year first above written.

ATTEST:

By: _____
Name: Jason DuBord
Title: Mayor, City of Kindred

By: _____
Name: Chad Peterson
Title: Chair, Cass County
Commission

By: _____
Name: Tabitha Arnaud
Title: Auditor, City of Kindred

By: _____
Name: Robert Wilson
Title: Cass County Administrator

APPROVED
AS TO
FORM

By: _____
Name: Birch P. Burdick
Title: State's Attorney, Cass County

Cass County Government

211 9th Street South
Fargo, North Dakota
58103

SHERIFF'S SERVICE AGREEMENT

	Services Performed By:	Services Performed For:
October 18, 2021	Cass County Sheriff's Office 211 9 th Street South Fargo, North Dakota 58103	City of Horace 600 Nelson Drive Horace, North Dakota 58947

Agreement

THIS AGREEMENT made and entered into this 18th Day of October, 2021 by and between the County of Cass, hereinafter referred to as the "County", and the City of HORACE, hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, the City is desirous of contracting with the County for the performance of the hereinafter described law enforcement services within its boundaries by the County of Cass through the Sheriff thereof; and

WHEREAS, the County of Cass is agreeable to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized and not forbidden by North Dakota State Law.

NOW, THEREFORE, it is agreed as follows:

Scope of Services

The County agrees, through the Sheriff of the County of Cass, to provide law enforcement services within the corporate limits of City as defined and mutually agreed upon between the Sheriff and City.

The services will normally be provided by an individual deputy specifically assigned to the City by the Sheriff with the advice and consent of the City Council. While so assigned, it is understood that the individual deputy will, other than for emergencies, be performing law enforcement services for the City rather than for the County.

Except as otherwise hereinafter specifically set forth, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff of the County of Cass under the Charter of said County and Statutes of this State. The City does hereby contract with the Sheriff's Department to exercise all the law enforcement powers and duties of a deputy sheriff while enforcing local ordinances.

The City Council shall make recommendations and comments on any law enforcement matters to the Sheriff. The rendition of such service, the standards of performance, the discipline of the deputy and other matters incident to the performance of such service and the control of the deputy or deputies so employed, shall remain in the county.

In the event of dispute between the parties as to the extent of the duties and functions to be rendered hereunder, or the minimum level of manner of performance of such service, the determination thereof made by the Sheriff of the county shall be final and conclusive as between the parties hereto.

The deputy assigned to the city will remain the employee of the County for all purposes, including liability, tax, worker's compensation and employee benefits. The County will provide the vehicle and all uniforms, equipment, supplies and training for the deputy.

Violations of statutes or ordinances within the jurisdiction of the City Municipal Court will be issued citations for said Court. Violations exceeding the jurisdiction of the Municipal Court will be issued citations or warrants for the District Court.

Period of Agreement

Unless renewed in writing, this agreement will be effective January 1, 2022, through December 31, 2022.

Payment Schedule

The City will pay the County for providing the above services an annual amount of \$ 180,205.00 prorated on two (2) FTE on a monthly basis.

IN WITNESS WHEREOF, the City of HORACE, by resolution duly adopted by its City Council, caused this agreement to be signed by its Mayor and attested by its City Auditor and the County of Cass by order of its Board of County Commissioners, has caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed thereto and attested by the County Auditor, all on the day and year first above written.

ATTEST:

By: _____
Name: Kory Peterson
Title: Mayor, City of Horace

By: _____
Name: Chad Peterson
Title: Chair, Cass County Commission

By: _____
Name: Brent Holper
Title: Auditor, City of Horace

By: _____
Name: Robert Wilson
Title: Cass County Administrator

APPROVED
AS TO
FORM

By: _____
Name: Birch P. Burdick
Title: State's Attorney, Cass County



MEMORANDUM

**Highway
Department**

Jason Benson, P.E.
County Engineer

Thomas B. Soucy, P.E.
Deputy County Engineer

Blaine Laaveg
Superintendent

TO: Cass County Commission

FROM: Jason Benson, Cass County Engineer *JMB*

DATE: October 6, 2021

SUBJECT: Consent Agenda Item for October 18, 2021 Commission Meeting: NDDOT – Maintenance Certification County Federal Aid Project.

Attached is the NDDOT – Maintenance Certification County Federal Aid Project.

This certification is in reference to the NDDOT – Cost Participation, Construction, And Maintenance Agreement - LPA Federal Aid Project contract for the Wheatland Radial T project HLC-0930(063) signed at the January 4, 2021 Commission meeting and County Highway 10/County Highway 11 Asphalt Overlay project SC-CVD-0900(052) signed at the March 15, 2021 Commission meeting.

SUGGESTED MOTION: APPROVE MAINTENANCE CERTIFICATION COUNTY FEDERAL AID PROJECT FORM SUBJECT TO STATES ATTORNEY APPROVAL.

J:\Admin-Eng\Commission Corrsp\2021 Commission Correspondence\Maintenance Cert County Fed Aid\Consent Agenda Memo NDDOT 100621.docx

1201 Main Avenue West
West Fargo, North Dakota
58078-1301

701-298-2370
Fax: 701-298-2395

**MAINTENANCE CERTIFICATION
COUNTY FEDERAL AID PROJECT**

North Dakota Department of Transportation, Local Government
SFN 51026 (8-2017)

All federal aid highway projects have been inspected and are being maintained in a good and safe condition for general public use. Maintenance is in accordance with the North Dakota Department of Transportation "Construction and Maintenance Agreements".

Approved as to form:


States Attorney (Type or print) Birch Burdick
Signature

County of CASS
Date 10-18-2021

County Auditor (Type or print) Brandy Madrigga
Signature

Chairman, Board of County Commissioners (Type or print) Chad Peterson
Signature

Recommended for approval:

County Engineer/Highway Supervisor (Type or print) Jason Benson
Signature 

SEP 09 2021



Highway Department

Jason Benson, P.E.
County Engineer

Thomas B. Soucy, P.E.
Deputy County Engineer

Blaine Laaveg
Superintendent

MEMORANDUM

TO: Cass County Commission

FROM: Jason Benson, County Engineer *JMB*

DATE: September 9, 2021

SUBJECT: Consent agenda topic for September 20, 2021 Commission Meeting: Encroachment Agreement – Highway 22 – Farmers Union Oil Company of Moorhead, Minnesota doing business as Petro Serve USA, a Cooperative Association.

The Farmers Union Oil Company of Moorhead, Minnesota doing business as Petro Serve USA, a Cooperative Association. Better know was the Harwood Petro Serve is completing upgrades to their facility in Harwood, located near I-29 and Cass Highway 22.

These upgrades will require placement of concrete curbing and concrete on Cass County right of way. The county has 50' of right of way on the south side of highway 22. See the attached exhibit for more details.

This encroachment will greatly improve current drainage in this area and therefore the highway department has no issues with this request.

SUGGESTED MOTION: AUTHORIZE THE CHAIRPERSON TO SIGN THE ATTACHED ENCROACHMENT AGREEMENT WITH FARMERS UNION OIL COMPANY OF MOORHEAD, MINNESOTA DOING BUSINESS AS PETRO SERVE USA, A COOPERATIVE ASSOCIATION.

1201 Main Avenue West
West Fargo, North Dakota
58078-1301

701-298-2370
Fax: 701-298-2395

CONTRACT APPROVAL REQUEST

COMPANY REQUESTING CONTRACT:

Farmers Union Oil Company of Moorhead, Minnesota doing business as Petro Serve USA, a Cooperative Association, 1772 Main Avenue West, West Fargo, ND 58078

DATE OF REQUEST: September 9, 2021

DATE OF EXPECTED RETURN TO THE COMMISSION OFFICE: September 20, 2021

DEPARTMENT HEAD REQUESTING SIGNATURE: **Jason Benson, 701-298-2372**

STATE'S ATTORNEY SIGNATURE: _____

STATE'S ATTORNEY COMMENTS: _____

PORTFOLIO COMMISSIONER SIGNATURE: _____

The Farmers Union Oil Company of Moorhead, Minnesota doing business as Petro Serve USA, a Cooperative Association. Better know was the Harwood Petro Serve is completing upgrades to their facility in Harwood, located near I-29 and Cass Highway 22.

These upgrades will require placement of concrete curbing and concrete on Cass County right of way. The county has 50' of right of way on the south side of highway 22. See the attached exhibit for more details.

This encroachment will greatly improve current drainage in this area and therefore the highway department has no issues with this request.

SUGGESTED MOTION: AUTHORIZE THE CHAIRPERSON TO SIGN THE ATTACHED ENCROACHMENT AGREEMENT WITH FARMERS UNION OIL COMPANY OF MOORHEAD, MINNESOTA DOING BUSINESS AS PETRO SERVE USA, A COOPERATIVE ASSOCIATION.

ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of October, 2021 by and between THE COUNTY OF CASS, A NORTH DAKOTA political subdivision, hereinafter referred to as the "County" and FARMERS UNION OIL COMPANY OF MOORHEAD, Minnesota doing business as PETRO SERVE USA, a Cooperative Association who principal address is 1772 Main Avenue West, West Fargo, ND 58078 hereinafter referred to as "Petro Serve-Harwood".

WITNESSETH:

WHEREAS, Petro Serve-Harwood has requested permission to encroach on a portion of County Highway 22 Right-of-way: and,

WHEREAS, The County is the owner of Public Road Right-of-Way known as Cass County Highway 22, also known as 76th Avenue North/Dakota Avenue, in the City of Harwood, Cass County, North Dakota, herein referred as "C-22"; and,

WHEREAS, Petro Serve-Harwood is the owner of a convenience store and gas station located at 310 Dakota Avenue, Harwood, North Dakota, which is located adjacent to, and lying Southerly of the C-22 right-of-way line.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

1. Petro Serve-Harwood, its successors and assigns, are hereby granted the right to encroach upon the southerly right-of-way line of C-22, said encroachment being for the purpose of constructing larger concrete area for access/parking/traveling improvements, for better and safer access for gas, diesel and convenience customers. In order to achieve better access to their existing gas islands, Petro Serve is requesting a 10-foot encroachment onto C-22 / right of way. This 10-foot-wide area will allow increased maneuverability for vehicles entering and exiting the gas islands. The 10-foot wide strip will also improve/direct drainage from the Petro Serve property and the C-22 ditch to the Freedland Drive culvert, as identified in Exhibit A.

a. Addition of mountable curbing at the east side of the approach with behind of curb paving on the radius as necessary for exiting truck-trailer movement on 76th Avenue and as more fully identified on Exhibit A.

2. It is intent of this agreement that Petro Serve-Harwood, its successors and assigns may utilize said ten (10) foot only for that purpose as described in paragraph 1 above.

3. Petro Serve-Harwood agrees that they are gaining no rights to the use of County property by execution of this agreement.

4. It is understood and agreed by and between Petro Serve-Harwood, its successors and assigns, will be responsible for the repair and replacement of any public property which may be damaged or destroyed as a direct or indirect result of the use of the public rights-of-way for the location of said improvements, as described in paragraph 1 above.

5. Petro Serve-Harwood hereby accepts all maintenance responsibility for said improvements as described in paragraph 1 above.

6. It is specifically understood and agreed upon that the County retains authority to retake encroachment area. in the event the County needs to permanently retake the encroachment are for public use, County will provide one hundred eighty (180) days' notice to Petro Serve-Harwood, its successors and assigns to remove the encroaching private facilities.

7. It is understood and agreed by and between the parties that this agreement and permission to encroach is given subject to any limitation on the authority of County to grant such permission, which may now or hereafter exist.

IN WITNESS WHEREOF, the parties to this agreement have set their hands on the day and year first above written.

GRANTEE

Farmers Union Oil Company of Moorhead,
Minnesota

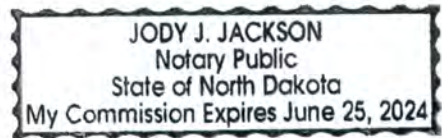
By: Kent Satrang

Its: CEO

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

On this 6th day of October, 2021, before me personally appeared Kent Satrang, known to me to be the CEO of Farmers Union Oil Company of Moorhead, Minnesota and executed the foregoing instrument.

Jody J. Jackson
Notary Public



GRANTOR
Cass County, North Dakota

By: _____

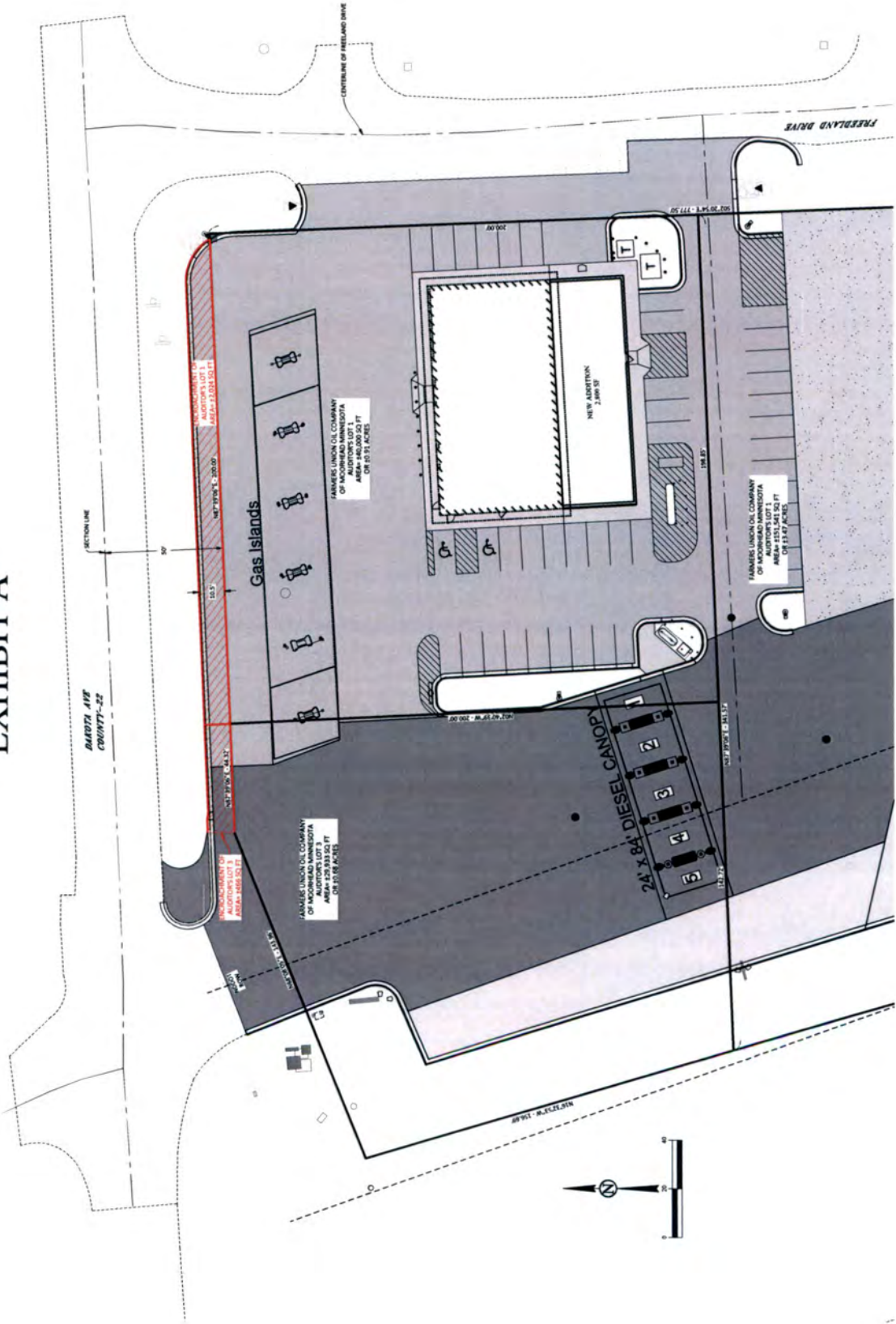
Its: _____

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

On this _____ day of October, 2021, before me personally appeared _____, known to me to be the _____ of Cass County, North Dakota, and that executed the foregoing instrument.

Notary Public

EXHIBIT A





Highway Department

Jason Benson, P.E.
County Engineer

Thomas B. Soucy, P.E.
Deputy County Engineer

Blaine Laaveg
Superintendent

MEMORANDUM

TO: Cass County Commission

FROM: Jason Benson, Cass County Engineer *FOR: [Signature]*

DATE: October 11, 2021

SUBJECT: Consent Agenda Item for October 18, 2021 Commission Meeting: Projects TB2601, TB2403, TB2507, CB2601, CB2602, TB2604, TB2701, CB2705, TB2703, TB2508, TB2704, CB2801, CB2701, CB2702, CB2703, CB2704, TB2801, TB2802 & TB2804 – Hydraulic Studies

Attached are the contract documents for Kadrmass, Lee & Jackson, Inc. for Hydraulic Studies for the design of future bridges. These bridges are part of the 5 year highway and bridge plan. The hydraulic studies are needed to size the bridges. The estimated cost of this work is \$84,940.00

TB2601	33/34 Howes Twp
TB2403	3 Wheatland/35 Empire – Swan Creek
TB2507	21/22 Hunter – South Branch Elm River
CB2601	C32 – 36 Cornell/2 Tower Twp
CB2602	C32 – 36 Cornell/2 Tower Twp
TB2604	16/21 Howes Twp
TB2701	7 Durbin/12 Everest Twp
CB2705	C32 – 3 Tower/35 Cornell Twp – Maple River
TB2703	23/26 Highland Twp – Maple River Trib.
TB2508	29/32 Rush River Twp – Rush River
TB2704	34/35 Normanna Twp – Sheyenne River
CB2801	C81 – 35 Kinyon Twp – Culverts N of C26
CB2701	C5 – 34/35 Empire Twp – Swan Creek
CB2702	C5 – 34/35 Empire Twp – Swan Creek Trib.
CB2703	C5 – 27/28 Erie Twp – Rush River Trib.
CB2704	C5 – 15/16 Wheatland Twp – Swan Creek Trib.
TB2801	25/36 Durbin Twp
TB2802	10/11 Wheatland – Swan Creek Trib.
TB2804	10 Durbin Twp

SUGGESTED MOTION: AUTHORIZE CHAIRPERSON TO SIGN PURCHASE ORDER AND CONTRACT DOCUMENTS WITH KADRMAS, LEE & JACKSON, INC. FOR THE HYDRAULIC STUDIES SUBJECT TO STATE’S ATTORNEYS APPROVAL.

1201 Main Avenue West
West Fargo, North Dakota
58078-1301

701-298-2370
Fax: 701-298-2395

CONTRACT APPROVAL REQUEST

COMPANY REQUESTING CONTRACT:

Kadrmass, Lee & Jackson, Inc., 300 23rd Ave. East, Suite 100, West Fargo, ND 58078

DATE OF REQUEST: October 11, 2021

DATE OF EXPECTED RETURN TO THE COMMISSION OFFICE: October 18, 2021

DEPARTMENT HEAD REQUESTING SIGNATURE: **Jason Benson, 701-298-2372**



STATE'S ATTORNEY SIGNATURE: _____

STATE'S ATTORNEY COMMENTS: _____

PORTFOLIO COMMISSIONER SIGNATURE: _____

Attached are the contract documents for Kadrmass, Lee & Jackson, Inc. for Hydraulic Studies for the design of future bridges. These bridges are part of the 5 year highway and bridge plan. The hydraulic studies are needed to size the bridges. The estimated cost of this work is \$84,940.00

TB2601	33/34 Howes Twp
TB2403	3 Wheatland/35 Empire – Swan Creek
TB2507	21/22 Hunter – South Branch Elm River
CB2601	C32 – 36 Cornell/2 Tower Twp
CB2602	C32 – 36 Cornell/2 Tower Twp
TB2604	16/21 Howes Twp
TB2701	7 Durbin/12 Everest Twp
CB2705	C32 – 3 Tower/35 Cornell Twp – Maple River
TB2703	23/26 Highland Twp – Maple River Trib.
TB2508	29/32 Rush River Twp – Rush River
TB2704	34/35 Normanna Twp – Sheyenne River
CB2801	C81 – 35 Kinyon Twp – Culverts N of C26
CB2701	C5 – 34/35 Empire Twp – Swan Creek
CB2702	C5 – 34/35 Empire Twp – Swan Creek Trib.
CB2703	C5 – 27/28 Erie Twp – Rush River Trib.
CB2704	C5 – 15/16 Wheatland Twp – Swan Creek Trib.
TB2801	25/36 Durbin Twp
TB2802	10/11 Wheatland – Swan Creek Trib.
TB2804	10 Durbin Twp

SUGGESTED MOTION: AUTHORIZE CHAIRPERSON TO SIGN PURCHASE ORDER AND CONTRACT DOCUMENTS WITH KADRMAS, LEE & JACKSON, INC. FOR THE HYDRAULIC STUDIES SUBJECT TO STATE'S ATTORNEYS APPROVAL.

CASS COUNTY GOVERNMENT ENGINEERING SERVICES AGREEMENT

Project Numbers and Locations: TB2601 - 33/34 Howes Twp, TB2403 - 3 Wheatland/35 Empire – Swan Creek, TB2507 - 21/22 Hunter – South Branch Elm River, CB2601 - C32 – 36 Cornell/2 Tower Twp, CB2602 - C32 – 36 Cornell/2 Tower Twp, TB2604 - 16/21 Howes Twp, TB2701 - 7 Durbin/12 Everest Twp, CB2705 - C32 – 3 Tower/35 Cornell Twp – Maple River, TB2703 - 23/26 Highland Twp – Maple River Trib., TB2508 - 29/32 Rush River Twp – Rush River, TB2704 - 34/35 Normanna Twp – Sheyenne River, CB2801 - C81 – 35 Kinyon Twp – Culverts N of C26, CB2701 - C5 – 34/35 Empire Twp – Swan Creek, CB2702 - C5 – 34/35 Empire Twp – Swan Creek Trib., CB2703 - C5 – 27/28 Erie Twp – Rush River Trib., CB2704 - C5 – 15/16 Wheatland Twp – Swan Creek Trib., TB2801 - 25/36 Durbin Twp, TB2802 - 10/11 Wheatland – Swan Creek Trib., TB2804 - 10 Durbin Twp

Type of Project: Hydraulic Studies

Type of Construction: Structure Sizing

THIS AGREEMENT is entered into by and between Cass County, herein after known as the County, and Kadrmas, Lee & Jackson, Inc., of West Fargo, North Dakota hereinafter known as Engineer.

I.

The Engineer shall perform the needed detailed construction design services only per Request for Proposal.

II.

The County will pay the Engineer as follows:

A. Maximum Payment: The total contract cost not to exceed \$84,940.00 unless changed according to Section VI.

III.

The work under this agreement shall be performed as required to meet the project requirements and the contractor's work schedule.

IV.

Duly authorized representatives of the County, North Dakota Department of Transportation, and Federal Highway Administration (FHWA) shall have right to inspect and copy the Engineer's plans, files, and records relating to the work included in this agreement.

All books, documents, papers, accounting records, and other evidence pertaining to the cost incurred under the agreement shall be retained by the Engineer and available for inspection by the County, North Dakota Department of Transportation, or FHWA for a period of three years after the date of final payment.

The files and records shall be available in the Engineer's office located at Kadrmas, Lee & Jackson, Inc.

V.

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Engineer, any fee, commission, percentage, brokerage

fee, gifts, or any other consideration contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the County and North Dakota Department of Transportation shall have the right to annul this agreement without liability, or to deduct from the agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

VI.

No change in the type or extent of the work to be performed by the Engineer shall be made except by supplemental agreement in writing between the County and the Engineer. The supplemental agreement shall set forth the proposed changes of work, extension of time for preparation of the plans, and adjustment to the fee to be paid by the County to the Engineer, if any. On federal-aid participating projects any supplemental agreement must be approved by the North Dakota Department of Transportation.

VII.

This agreement may be terminated by the County and North Dakota Department of Transportation at any time upon written notice to the Engineer. In the event that such termination should take place before the completion of the total work to be performed hereunder the County will pay the Engineer for the completed hourly work not to exceed the total work to be performed under this contract.

In the event that the termination of this agreement is not the fault of the Engineer the County shall compensate the Engineer for services performed prior to the termination, along with reimbursable expenses then due.

The original copies of all drawing, prints, plans, and field notes prepared by the Engineer prior to termination shall become the property of the County. Such termination shall not affect any legal right of the County against the Engineer for any breach of this agreement.

The design services done as a result of this agreement are intended for use only on the project that is the subject of this agreement. The design services are not intended to be used on other projects. In the event that the County uses the design services that are the subject of this agreement on another project the use of the design services will be at the County's own risk.

VIII.

The Engineer shall indemnify, save, and hold harmless the County and/or North Dakota Department of Transportation and employees thereof, from any and all claims, demands, actions arising out of the negligent acts, errors, or omissions of the Engineer, his employees, or agent, in the performance of the agreement, or matters incidental thereto.

Any and all persons employed directly or indirectly by the Engineer who are engaged in the performance of any work or services required of the Engineer under this agreement shall be considered employees of the Engineer only and not of the County or North Dakota Department of Transportation.

The Engineer shall comply with applicable federal state and local laws together with all applicable ordinances and regulations applicable to the work. He shall procure all licenses, permits, and other rights necessary for the fulfillment of his obligations under this agreement.

The appropriate professional engineer (P.E.) and/or land surveyor (L.S.) endorsement shall be placed on all documents, plans, or plats.

The Engineer shall comply with Title VI of the Civil Rights Act of 1964, Executive Order 112246 and Executive Order 11375. In accordance with the aforementioned act, no person in the United States shall, on the grounds of race, color, religion, sex, age, handicap, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this agreement.

IX.

The services of the Engineer to be performed hereunder are personal and shall not be assigned, sublet, or transferred, except specialized services or additional work items. If the specialized services or additional work exceeds \$10,000.00, the contract with the agency or firm doing the work shall contain all the provisions of this agreement. The Engineer shall not engage, on a full-or part-time or other basis during the period of this agreement, any professional or technical personnel who are or have been at any time during the period of the agreement in the employment of the FHWA, the North Dakota Department of Transportation, or the County, without the written consent of the public employer of such person.

X.

The Engineer shall obtain all risk record protection insurance to cover the loss of all survey notes or all other records or data obtained in connection with the work.

XI.

The Engineer is advised that his or her signature on this contract and/or agreement certifies that the company or any person associated with it 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.

ATTESTED:

COUNTY OF CASS

County Auditor

Chairperson, Board of County Commissioners

Date

Mark Anderson, Kadmas, Lee & Jackson, Inc.

Date



PURCHASE ORDER

PAGE: 1
 P.O. NO.: 148764
 DATE: 10/12/21

N.D. Sales Tax Exempt No. E-3009

KADRMAS, LEE & JACKSON, INC.
 4585 COLEMAN ST
 PO BOX 1157
 BISMARCK, ND 58502-1157

SHIP TO:

CASS COUNTY GOVERNMENT
 COUNTY ENGINEER
 1201 WEST MAIN AVENUE
 WEST FARGO, ND 58078

VENDOR NO.		9759			
DELIVER BY	SHIP VIA	F.O.B.	TERMS		
10/12/21			NET		
CONFIRM BY		CONFIRM TO			
		HALLAND, SHARI K			
		JASON BENSON			
FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT		
		211-4001-431.33-01	TB2601KLJ		
			REQ. NO.		
			10/12/21		
REQ. DATE					
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	4220.00	EA	HYDRAULIC STUDY	1.0000	4220.00
				SUB-TOTAL	4220.00
					4220.00

AUTHORIZED BY _____ COUNTY OFFICIAL



PURCHASE ORDER

PAGE:

PO. NO.: 148761

DATE: 10/12/21

N.D. Sales Tax Exempt No. E-3009

KADRMAS, LEE & JACKSON, INC.
 4585 COLEMAN ST
 PO BOX 1157
 BISMARCK, ND 58502-1157

SHIP TO:

CASS COUNTY GOVERNMENT
 COUNTY ENGINEER
 1201 WEST MAIN AVENUE
 WEST FARGO, ND 58078

VENDOR NO.		9759			
DELIVER BY	SHIP VIA	F.O.B.	TERMS		
10/12/21			NET		
CONFIRM BY		CONFIRM TO			
		HALLAND, SHARI K			
		REQUISITIONED BY			
		JASON BENSON			
FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT		
		211-4001-431.33-01	TB2403KLJ		
			REQ. NO.		
			10/12/21		
REQ. DATE					
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	4490.00	EA	HYDRAULIC STUDY	1.0000	4490.00
			SUB-TOTAL		4490.00
					4490.00

AUTHORIZED BY _____ COUNTY OFFICIAL



PURCHASE ORDER

PAGE: 1
 P.O. NO.: 148766
 DATE: 10/12/21

N.D. Sales Tax Exempt No. E-3009

KADRMAS, LEE & JACKSON, INC.
 4585 COLEMAN ST
 PO BOX 1157
 BISMARCK, ND 58502-1157

SHIP TO:

CASS COUNTY GOVERNMENT
 COUNTY ENGINEER
 1201 WEST MAIN AVENUE
 WEST FARGO, ND 58078

VENDOR NO.									
9759									
DELIVER BY		SHIP VIA		F.O.B.		TERMS			
10/12/21						NET			
CONFIRM BY			CONFIRM TO			REQUISITIONED BY			
			HALLAND, SHARI K			JASON BENSON			
FREIGHT		CONTRACT NO.		ACCOUNT NO.		PROJECT		REQ. NO.	REQ. DATE
				211-4001-431.33-01		TB2507KLJ			10/12/21
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION				UNIT COST	EXTENDED COST	
1	4508.00	EA	HYDRAULIC STUDY				1.0000	4508.00	
SUB-TOTAL								4508.00	
								4508.00	

AUTHORIZED BY _____ COUNTY OFFICIAL



PURCHASE ORDER

PAGE: 1
 P.O. NO.: 148767
 DATE: 10/12/21

N.D. Sales Tax Exempt No. E-3009

KADRMAS, LEE & JACKSON, INC.
 4585 COLEMAN ST
 PO BOX 1157
 BISMARCK, ND 58502-1157

SHIP TO:

CASS COUNTY GOVERNMENT
 COUNTY ENGINEER
 1201 WEST MAIN AVENUE
 WEST FARGO, ND 58078

VENDOR NO.		SHIP VIA		F.O.B.		TERMS		
9759						NET		
DELIVER BY		CONFIRM BY		CONFIRM TO		REQUISITIONED BY		
10/12/21				HALLAND, SHARI K		JASON BENSON		
FREIGHT		CONTRACT NO.		ACCOUNT NO.		PROJECT	REQ. NO.	REQ. DATE
				211-4001-431.33-01		CB2601KLJ		10/12/21

LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	4490.00	EA	HYDRAULIC STUDY	1.0000	4490.00
SUB-TOTAL					4490.00
					4490.00

AUTHORIZED BY _____ COUNTY OFFICIAL



PURCHASE ORDER

PAGE: 1
 P.O. NO.: 148768
 DATE: 10/12/21

N.D. Sales Tax Exempt No. E-3009

KADRMAS, LEE & JACKSON, INC.
 4585 COLEMAN ST
 PO BOX 1157
 BISMARCK, ND 58502-1157

SHIP TO: CASS COUNTY GOVERNMENT
 COUNTY ENGINEER
 1201 WEST MAIN AVENUE
 WEST FARGO, ND 58078

VENDOR NO.		9759			
DELIVER BY	SHIP VIA	F.O.B.	TERMS		
10/12/21			NET		
CONFIRM BY		CONFIRM TO	REQUISITIONED BY		
		HALLAND, SHARI K	JASON BENSON		
FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT		
		211-4001-431.33-01	CB2602KLJ		
			REQ. NO.		
			10/12/21		
REQ. DATE					
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	4490.00	EA	HYDRAULIC STUDY	1.0000	4490.00
			SUB-TOTAL		4490.00
					4490.00

AUTHORIZED BY _____ COUNTY OFFICIAL



PURCHASE ORDER

PAGE: 1
 P.O. NO.: 148769
 DATE: 10/12/21

N.D. Sales Tax Exempt No. E-3009

KADRMAS, LEE & JACKSON, INC.
 4585 COLEMAN ST
 PO BOX 1157
 BISMARCK, ND 58502-1157

SHIP TO:

CASS COUNTY GOVERNMENT
 COUNTY ENGINEER
 1201 WEST MAIN AVENUE
 WEST FARGO, ND 58078

VENDOR NO.									
9759									
DELIVER BY		SHIP VIA		F.O.B.		TERMS			
10/12/21						NET			
CONFIRM BY			CONFIRM TO			REQUISITIONED BY			
			HALLAND, SHARI K			JASON BENSON			
FREIGHT		CONTRACT NO.		ACCOUNT NO.		PROJECT		REQ. NO.	REQ. DATE
				211-4001-431.33-01		TB2604KLJ			10/12/21
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION				UNIT COST	EXTENDED COST	
1	4220.00	EA	HYDRAULIC STUDY				1.0000	4220.00	
SUB-TOTAL								4220.00	
								4220.00	

AUTHORIZED BY _____ COUNTY OFFICIAL



PURCHASE ORDER

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 P.O. NO.: 148770
 DATE: 10/12/21

N.D. Sales Tax Exempt No. E-3009

KADRMAS, LEE & JACKSON, INC.
 4585 COLEMAN ST
 PO BOX 1157
 BISMARCK, ND 58502-1157

SHIP TO: CASS COUNTY GOVERNMENT
 COUNTY ENGINEER
 1201 WEST MAIN AVENUE
 WEST FARGO, ND 58078

VENDOR NO.								
9759								
DELIVER BY		SHIP VIA		F.O.B.		TERMS		
10/12/21						NET		
CONFIRM BY			CONFIRM TO			REQUISITIONED BY		
			HALLAND, SHARI K			JASON BENSON		
FREIGHT		CONTRACT NO.		ACCOUNT NO.		PROJECT		REQ. NO.
				211-4001-431.33-01		TB2701KLJ		10/12/21
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST			
1	4607.00	EA	HYDRAULIC STUDY	1.0000	4607.00			
SUB-TOTAL					4607.00			
					4607.00			

AUTHORIZED BY _____ COUNTY OFFICIAL



PURCHASE ORDER

PAGE: 1
 P.O. NO.: 148771
 DATE: 10/12/21

N.D. Sales Tax Exempt No. E-3009

KADRMAS, LEE & JACKSON, INC.
 4585 COLEMAN ST
 PO BOX 1157
 BISMARCK, ND 58502-1157

SHIP TO: CASS COUNTY GOVERNMENT
 COUNTY ENGINEER
 1201 WEST MAIN AVENUE
 WEST FARGO, ND 58078

VENDOR NO.									
9759									
DELIVER BY		SHIP VIA		F.O.B.		TERMS			
10/12/21						NET			
CONFIRM BY			CONFIRM TO			REQUISITIONED BY			
			HALLAND, SHARI K			JASON BENSON			
FREIGHT		CONTRACT NO.		ACCOUNT NO.		PROJECT		REQ. NO.	REQ. DATE
				211-4001-431.33-01		CB2705KLJ			10/12/21
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION				UNIT COST	EXTENDED COST	
1	4490.00	EA	HYDRAULIC STUDY				1.0000	4490.00	
							SUB-TOTAL	4490.00	
								4490.00	

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PURCHASE ORDER

PAGE: 1
 P.O. NO.: 148772
 DATE: 10/12/21

N.D. Sales Tax Exempt No. E-3009

KADRMAS, LEE & JACKSON, INC.
 4585 COLEMAN ST
 PO BOX 1157
 BISMARCK, ND 58502-1157

SHIP TO: CASS COUNTY GOVERNMENT
 COUNTY ENGINEER
 1201 WEST MAIN AVENUE
 WEST FARGO, ND 58078

VENDOR NO.									
9759									
DELIVER BY		SHIP VIA		F.O.B.		TERMS			
10/12/21						NET			
CONFIRM BY			CONFIRM TO			REQUISITIONED BY			
			HALLAND, SHARI K			JASON BENSON			
FREIGHT		CONTRACT NO.		ACCOUNT NO.		PROJECT		REQ. NO.	REQ. DATE
				211-4001-431.33-01		TB2703KLJ			10/12/21
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION				UNIT COST	EXTENDED COST	
1	4220.00	EA	HYDRAULIC STUDY				1.0000	4220.00	
							SUB-TOTAL	4220.00	
								4220.00	

AUTHORIZED BY _____ COUNTY OFFICIAL



PURCHASE ORDER

PAGE: 1
 P.O. NO: 148773
 DATE: 10/12/21

N.D. Sales Tax Exempt No. E-3009

KADRMAS, LEE & JACKSON, INC.
 4585 COLEMAN ST
 PO BOX 1157
 BISMARCK, ND 58502-1157

SHIP TO:

CASS COUNTY GOVERNMENT
 COUNTY ENGINEER
 1201 WEST MAIN AVENUE
 WEST FARGO, ND 58078

VENDOR NO.									
9759									
DELIVER BY		SHIP VIA		F.O.B.		TERMS			
10/12/21						NET			
CONFIRM BY			CONFIRM TO			REQUISITIONED BY			
			HALLAND, SHARI K			JASON BENSON			
FREIGHT		CONTRACT NO.		ACCOUNT NO.		PROJECT		REQ. NO.	REQ. DATE
				211-4001-431.33-01		TB2508KLJ			10/12/21
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION				UNIT COST	EXTENDED COST	
1	4508.00	EA	HYDRAULIC STUDY				1.0000	4508.00	
							SUB-TOTAL	4508.00	
								4508.00	

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 P.O. NO.: 148774
 DATE: 10/12/21

N.D. Sales Tax Exempt No. E-3009

KADRMAS, LEE & JACKSON, INC.
 4585 COLEMAN ST
 PO BOX 1157
 BISMARCK, ND 58502-1157

SHIP TO:

CASS COUNTY GOVERNMENT
 COUNTY ENGINEER
 1201 WEST MAIN AVENUE
 WEST FARGO, ND 58078

VENDOR NO.								
9759								
DELIVER BY	SHIP VIA		F.O.B.		TERMS			
10/12/21					NET			
CONFIRM BY			CONFIRM TO			REQUISITIONED BY		
			HALLAND, SHARI K			JASON BENSON		
FREIGHT	CONTRACT NO.	ACCOUNT NO.		PROJECT	REQ. NO.	REQ. DATE		
		211-4001-431.33-01		TB2704	KLJ	10/12/21		
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION		UNIT COST	EXTENDED COST		
1	4508.00	EA	HYDRAULIC STUDY		1.0000	4508.00		
SUB-TOTAL						4508.00		
						4508.00		

AUTHORIZED BY _____ COUNTY OFFICIAL



PURCHASE ORDER

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 DATE: 10/12/21

N.D. Sales Tax Exempt No. E-3009

KADRMAS, LEE & JACKSON, INC.
 4585 COLEMAN ST
 PO BOX 1157
 BISMARCK, ND 58502-1157

SHIP TO: CASS COUNTY GOVERNMENT
 COUNTY ENGINEER
 1201 WEST MAIN AVENUE
 WEST FARGO, ND 58078

VENDOR NO.		SHIP VIA		F.O.B.		TERMS		
9759						NET		
DELIVER BY								
10/12/21								
CONFIRM BY			CONFIRM TO			REQUISITIONED BY		
			HALLAND, SHARI K			JASON BENSON		
FREIGHT		CONTRACT NO.		ACCOUNT NO.		PROJECT		REQ. NO.
				211-4001-431.33-01		CB2801KLJ		10/12/21
REQ. DATE								

LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	4508.00	EA	HYDRAULIC STUDY	1.0000	4508.00
SUB-TOTAL					4508.00

4508.00

AUTHORIZED BY _____
 COUNTY OFFICIAL



PURCHASE ORDER

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 DATE: 10/12/21

N.D. Sales Tax Exempt No. E-3009

KADRMAS, LEE & JACKSON, INC.
 4585 COLEMAN ST
 PO BOX 1157
 BISMARCK, ND 58502-1157

SHIP TO:

CASS COUNTY GOVERNMENT
 COUNTY ENGINEER
 1201 WEST MAIN AVENUE
 WEST FARGO, ND 58078

VENDOR NO.		9759			
DELIVER BY	SHIP VIA	F.O.B.	TERMS		
10/12/21			NET		
CONFIRM BY		CONFIRM TO			
		HALLAND, SHARI K			
		JASON BENSON			
FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT		
		211-4001-431.33-01	CB2701KLJ		
			REQ. NO.		
			10/12/21		
REQ. DATE					
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	4490.00	EA	HYDRAULIC STUDY	1.0000	4490.00
			SUB-TOTAL		4490.00
					4490.00

AUTHORIZED BY _____ COUNTY OFFICIAL



PURCHASE ORDER

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 DATE: 10/12/21

N.D. Sales Tax Exempt No. E-3009

KADRMAS, LEE & JACKSON, INC.
 4585 COLEMAN ST
 PO BOX 1157
 BISMARCK, ND 58502-1157

SHIP TO:

CASS COUNTY GOVERNMENT
 COUNTY ENGINEER
 1201 WEST MAIN AVENUE
 WEST FARGO, ND 58078

VENDOR NO.									
9759									
DELIVER BY		SHIP VIA		F.O.B.		TERMS			
10/12/21						NET			
CONFIRM BY			CONFIRM TO			REQUISITIONED BY			
			HALLAND, SHARI K			JASON BENSON			
FREIGHT		CONTRACT NO.		ACCOUNT NO.		PROJECT		REQ. NO.	REQ. DATE
				211-4001-431.33-01		CB2702KLJ			10/12/21
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION				UNIT COST	EXTENDED COST	
1	4490.00	EA	HYDRAULIC STUDY				1.0000	4490.00	
SUB-TOTAL								4490.00	
								4490.00	

AUTHORIZED BY _____ COUNTY OFFICIAL



PURCHASE ORDER

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 DATE: 10/12/21

N.D. Sales Tax Exempt No. E-3009

KADRMAS, LEE & JACKSON, INC.
 4585 COLEMAN ST
 PO BOX 1157
 BISMARCK, ND 58502-1157

SHIP TO:

CASS COUNTY GOVERNMENT
 COUNTY ENGINEER
 1201 WEST MAIN AVENUE
 WEST FARGO, ND 58078

VENDOR NO.		9759	
DELIVER BY	SHIP VIA	F.O.B.	TERMS
10/12/21			NET
CONFIRM BY		CONFIRM TO	REQUISITIONED BY
		HALLAND, SHARI K	JAOSN BENSON
FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT
		211-4001-431.33-01	CB2703KLJ
			REQ. NO.
			REQ. DATE
			10/12/21

LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	4508.00	EA	HYDRAULIC STUDY	1.0000	4508.00
			SUB-TOTAL		4508.00

4508.00

AUTHORIZED BY _____ COUNTY OFFICIAL



PURCHASE ORDER

PAGE: 1
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N.D. Sales Tax Exempt No. E-3009

KADRMAS, LEE & JACKSON, INC.
 4585 COLEMAN ST
 PO BOX 1157
 BISMARCK, ND 58502-1157

SHIP TO:

CASS COUNTY GOVERNMENT
 COUNTY ENGINEER
 1201 WEST MAIN AVENUE
 WEST FARGO, ND 58078

VENDOR NO.									
9759									
DELIVER BY		SHIP VIA		F.O.B.		TERMS			
10/12/21						NET			
CONFIRM BY			CONFIRM TO			REQUISITIONED BY			
			HALLAND, SHARI K			JASON BENSON			
FREIGHT		CONTRACT NO.		ACCOUNT NO.		PROJECT		REQ. NO.	REQ. DATE
				211-4001-431.33-01		CB2704KLJ			10/12/21

LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	4490.00	EA	HYDRAULIC STUDY	1.0000	4490.00
SUB-TOTAL					4490.00

4490.00

AUTHORIZED BY _____ COUNTY OFFICIAL



PURCHASE ORDER

PAGE: 1
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 DATE: 10/12/21

N.D. Sales Tax Exempt No. E-3009

KADRMAS, LEE & JACKSON, INC.
 4585 COLEMAN ST
 PO BOX 1157
 BISMARCK, ND 58502-1157

SHIP TO: CASS COUNTY GOVERNMENT
 COUNTY ENGINEER
 1201 WEST MAIN AVENUE
 WEST FARGO, ND 58078

VENDOR NO.							
9759							
DELIVER BY	SHIP VIA	F.O.B.		TERMS			
10/12/21				NET			
CONFIRM BY		CONFIRM TO			REQUISITIONED BY		
		HALLAND, SHARI K			JASON BENSON		
FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT	REQ. NO.	REQ. DATE		
		211-4001-431.33-01	TB280	LKLJ	10/12/21		

LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	4607.00	EA	HYDRAULIC STUDY	1.0000	4607.00
				SUB-TOTAL	4607.00

4607.00

AUTHORIZED BY _____ COUNTY OFFICIAL



PURCHASE ORDER

PAGE: 1
 P.O. NO.: 148787
 DATE: 10/12/21

N.D. Sales Tax Exempt No. E-3009

KADRMAS, LEE & JACKSON, INC.
 4585 COLEMAN ST
 PO BOX 1157
 BISMARCK, ND 58502-1157

SHIP TO: CASS COUNTY GOVERNMENT
 COUNTY ENGINEER
 1201 WEST MAIN AVENUE
 WEST FARGO, ND 58078

VENDOR NO.								
9759								
DELIVER BY		SHIP VIA		F.O.B.		TERMS		
10/12/21						NET		
CONFIRM BY			CONFIRM TO			REQUISITIONED BY		
			HALLAND, SHARI K			JASON BENSON		
FREIGHT		CONTRACT NO.	ACCOUNT NO.		PROJECT	REQ. NO.	REQ. DATE	
			211-4001-431.33-01		TB2802KLJ		10/12/21	
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION			UNIT COST	EXTENDED COST	
1	4490.00	EA	HYDRAULIC STUDY			1.0000	4490.00	
SUB-TOTAL							4490.00	
							4490.00	

AUTHORIZED BY _____ COUNTY OFFICIAL



PURCHASE ORDER

PAGE: 1
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 DATE: 10/12/21

N.D. Sales Tax Exempt No. E-3009

KADRMAS, LEE & JACKSON, INC.
 4585 COLEMAN ST
 PO BOX 1157
 BISMARCK, ND 58502-1157

SHIP TO: CASS COUNTY GOVERNMENT
 COUNTY ENGINEER
 1201 WEST MAIN AVENUE
 WEST FARGO, ND 58078

VENDOR NO.							
9759							
DELIVER BY		SHIP VIA		F.O.B.		TERMS	
10/12/21						NET	
CONFIRM BY			CONFIRM TO			REQUISITIONED BY	
			HALLAND, SHARI K			JASON BENSON	
FREIGHT		CONTRACT NO.	ACCOUNT NO.		PROJECT	REQ. NO.	REQ. DATE
			211-4001-431.33-01		TB2804KLJ		10/12/21
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION			UNIT COST	EXTENDED COST
1	4606.00	EA	HYDRAULIC STUDY			1.0000	4606.00
SUB-TOTAL							4606.00
							4606.00

AUTHORIZED BY _____ COUNTY OFFICIAL