

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 March 29, 2022:

- Gladen Construction, Inc.—grading, crushed concrete, box culvert removal, and reinforced concrete box culvert in Durbin Township over the Wheatland Channel;
- Houston Engineering, Inc.—structure design for bridge replacement in Stanley Township on the Sheyenne River;
- North Dakota Association of Counties—Vision Zero Coordinator contract and scope of work.



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 *pcz: [Signature]*

DATE: March 17, 2022

SUBJECT: Consent Agenda Item for April 4, 2022 Commission Meeting: CB2201 - Grading, Crushed Concrete, Box Culvert Removal, and Reinforced Concrete Box Culvert

Attached are the contract documents with Gladen Construction, Inc. for CB2201 - Grading, Crushed Concrete, Box Culvert Removal, and Reinforced Concrete Box Culvert in sections 7/8 Durbin Twp over Wheatland Channel in Cass County.

SUGGESTED MOTION: AUTHORIZE CHAIRPERSON TO SIGN PURCHASE ORDER AND CONTRACT DOCUMENTS WITH GLADEN CONSTRUCTION, INC. FOR THE GRADING, CRUSHED CONCRETE, BOX CULVERT REMOVAL, AND REINFORCED CONCRETE BOX CULVERT ON THE TOWNSHIP SECTION STATED ABOVE 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:

Gladen Construction, Inc., 40759 US 71 N, Laporte, MN 56461

DATE OF REQUEST: March 17, 2022

DATE OF EXPECTED RETURN TO THE COMMISSION OFFICE: April 4, 2022

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

*FOR:
Jason Benson*

STATE'S ATTORNEY SIGNATURE: _____

STATE'S ATTORNEY COMMENTS: _____

PORTFOLIO COMMISSIONER SIGNATURE: _____

Request for bids for CB2201 - Grading, Crushed Concrete, Box Culvert Removal, and Reinforced Concrete Box Culvert in sections 7/8 Durbin Twp over Wheatland Channel in Cass County. was received.

<u>Engineer's Estimate</u>	<u>CB2201</u>	<u>TOTAL</u>
	\$550,210.50	\$550,210.50

The Bids were received as follows:

	<u>CB2201</u>	<u>TOTAL</u>
Gladen Construction, Inc.	\$466,435.00	\$466,435.00
Riley Bros Construction, Inc.	\$530,416.45	\$530,416.45
R.J. Zavoral and Sons, Inc.	\$562,524.10	\$562,524.10
Central Specialties, Inc.	\$566,199.45	\$566,199.45

SUGGESTED MOTION: AUTHORIZE CHAIRPERSON TO SIGN PURCHASE ORDER AND CONTRACT DOCUMENTS WITH GLADEN CONSTRUCTION, INC. FOR THE GRADING, CRUSHED CONCRETE, BOX CULVERT REMOVAL, AND REINFORCED CONCRETE BOX CULVERT ON THE TOWNSHIP SECTION STATED ABOVE SUBJECT TO STATE'S ATTORNEYS APPROVAL.

**CASS COUNTY HIGHWAY DEPARTMENT
CONTRACT**

This agreement made and entered into by Cass County, North Dakota, party of the first part, **Gladen Construction, Inc., 40759 US 71 N, Laporte, MN 56461** party of the second part (hereinafter called Contractor), WITNESSETH:

1. That for and in consideration of the payments to be made by the party of the first part, the contractor promises and agrees to furnish and deliver all labor, equipment, and materials, and to pay or cause to be paid as they become due, all claims for any work, labor, materials, equipment, including equipment rental or repair, and other supplies or insurance premiums, all of which are attributable to or utilized in and about the improvement and construction of **CB2201**. In accordance and in conformity with the provisions of this contract, the project proposal, the standard specification, supplemental specifications, special provisions, and all of which are hereby made a part of this agreement as fully and to the same effect as if the same had been set forth in the body of this agreement. References in the Standard Specifications for Road and Bridge Construction, 2020 edition, to the North Dakota Department of Transportation or Department must be construed as referring to the owner. Likewise, a reference by the same works to engineer or director must be construed as referring to the owner of the project.

2. The party of the first part agrees and promises to pay to the Contractor for said work, when completed and accepted in accordance with the provisions of this contract, the price set forth in the said proposal, amounting approximately to **Four Hundred Sixty-Six Thousand, Four Hundred Thirty Five Dollars and Zero Cents (\$466,435.00)** payments to be made as provided in said specifications upon presentation of the proper certificates of the County Engineer, or his representatives, and under the terms of this contract.

3. The said work shall be done in accordance with the terms of this contract, and the laws of the State of North Dakota, under direct supervision and to the entire satisfaction of the County Highway Department, subject at all times to the inspection and approval of the engineer.

4. The decision of the engineer upon questions connected with the execution of this agreement or any failure or delay in the prosecution of the work by the Contractor shall be final and conclusive.

5. In the employment of labor, other things being equal, preference shall be given to honorably discharged Veterans of the Armed Forces, and bona fide North Dakota residents, as determined by NDCC Section 43-07-20.

6. The Contractor shall begin construction work when so ordered by the Cass County Highway Department and shall maintain at all times thereon a maximum and efficient working force necessary to complete the work within the time established by this contract.

IN WITNESS THEREOF, the parties to this contract have set their hands and seal this ____ day of _____ 2022.

CASS COUNTY NORTH DAKOTA

Chairperson, Cass County Board of Commissioners

Contractor

WITNESS TO CONTRACTOR'S SIGNATURE

By _____

Title _____

CASS COUNTY HIGHWAY DEPARTMENT
CONTRACT BOND

Project Nos. CB2201

KNOW ALL PERSONS BY THESE PRESENTS, that we Gladen Construction, Inc., 40759 US 71 N, Laporte, MN 56461

as principal, and _____

NAME AND ADDRESS OF SURETY

as surety, are held and firmly bound unto Cass County, North Dakota, as owner in the penal sum of **Four Hundred Sixty-Six Thousand, Four Hundred Thirty Five Dollars and Zero Cents (\$466,435.00)** for the use of the owner and also for the use of any person having any lawful claim against the principal or any subcontractor on account of labor or supplies or materials as set forth in the conditions hereof; for the payment of which well and truly to be made we jointly and severally bind ourselves, and each of our heirs, executors, administrators, and successors, firmly by these presents.

WHEREAS, said principal has entered into a written contract with the owner for: _____

;

Type of Work: **Grading, Crushed Concrete, Box Culvert Removal, and Reinforced Concrete Box Culvert**

CB2201, in Cass County, North Dakota, which contract and incorporated plans and specifications are by this reference made a part hereof, and are hereinafter referred to as the contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS THAT if the principal shall: (1) perform all the terms, covenants and conditions of said contract; (2) protect the owner against any loss or damage from any cause arising out of said contract; (3) pay or cause to be paid all bills and claims against the principal or any subcontractor on account of labor or services performed and all materials, equipment or supplies furnished, whether directly or indirectly arising out of the performance of said contract; (4) pay all insurance premiums and all items for which payment under the terms of the contract is to be made or guaranteed by the principal; (5) have made or will make, prior to the commencement of any work by the principal or any subcontractor under such contract, full and true report to the Worker's Compensation Bureau of the payroll expenditures for the employees to be engaged in such work, and that the principal has paid, or will pay, the premium thereon prior to the commencement of such work; (6) pay or cause to be paid all contributions due to the Unemployment Compensation Division; and (7) pay or cause to be paid any and all taxes that may be assessed or levied or to be a charge against such contractor or any subcontractor under such contract by the state or any of its subdivisions; then this obligation shall be null and void; otherwise it will remain in full force and effect.

And the said surety hereby stipulates and agrees that any change, extension, alteration, deduction or addition, with or without notice to the surety, in or to the terms of said contract or the plans or the specifications accompanying the same as provided for therein, shall not in anywise affect the obligation and liability of said surety on this bond.

SIGNED and SEALED this _____ day of _____ 2022.

(SEAL OF PRINCIPAL)

PRINCIPAL

By: _____

Title: _____

SURETY

COMPLETE MAILING ADDRESS

(SEAL OF SURETY)

By: _____

Title: _____

COMPLETE MAILING ADDRESS

IMPORTANT NOTICE

An individual doing business under a firm name must give both names, and the individual shall designate himself as sole owner.

If a partnership, so state, and at least one member of such partnership must sign.

If a corporation, the full corporate name must be used and the execution must be by an officer of the corporation.

Any other person executing for the principal or surety must attach a power of attorney.

NOTICE TO SURETY

Section 26.1-03-01, N.D.C.C. Provides:

"Limitation on risks acceptable by company. An insurance company transacting an insurance business in this state may not expose itself to loss on any one risk or hazard to an amount exceeding ten percent of its paid-up capital and surplus if a stock company, or ten percent of its surplus if a mutual company, unless the excess is reinsured."

If excess reinsurance agreements are required on this bond, an affidavit executed by an officer of the surety shall be attached, stating that such reinsurance agreements have been entered into and are in effect at the time the bond is executed, giving the name an address of all companies with whom such agreements have been entered, and that copies of such reinsurance agreements will be furnished to the North Dakota commissioner of insurance.

ACKNOWLEDGMENT OF PRINCIPAL

State of _____

ss.

County of _____

On this _____ day of _____ 2022, before me a notary public in and for the state of

_____, personally appeared _____, known to me to be (title) of the principal described in the within instrument and who executed the same and acknowledged to me that the same was executed for and on behalf of said principal.

Notary Public, State of _____

(Notary Public must print or type name here.)

(NOTARY SEAL)

My Commission expires _____

ACKNOWLEDGMENT OF SURETY

State of _____

ss.

County of _____

On this _____ day of _____ 2022, before me a notary public in and for the state of _____, personally appeared _____, known to me to be (title) of the surety described in the within instrument and who executed the same and acknowledged to me that the same was executed for and on behalf of said surety.

Notary Public, State of _____

(Notary Public must print or type name here.)

(NOTARY SEAL)

My commission expires _____

Approved as to form this _____ day of _____ 2022.

Cass County States Attorney

Approved by owner this _____ day of _____ 2022.

By _____
Chairperson, Cass County Board of Commissioners



PURCHASE ORDER

PAGE: 1
 P.O. NO.: 150451
 DATE: 03/17/22

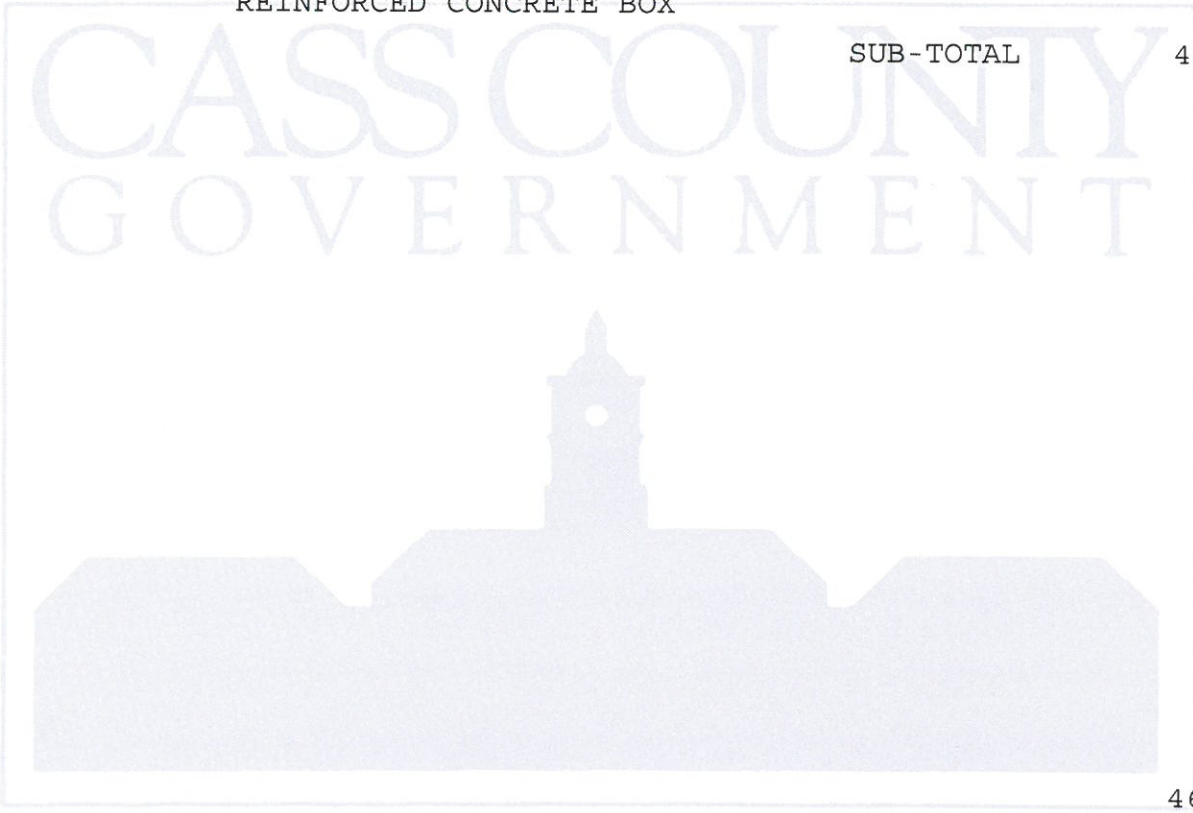
N.D. Sales Tax Exempt No. E-3009

GLADEN CONSTRUCTION, INC.
 40739 US 71
 LAPORTE, MN 56461

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

VENDOR NO.		SHIP VIA		F.O.B.		TERMS	
6913						NET	
DELIVER BY		CONFIRM BY		CONFIRM TO		REQUISITIONED BY	
03/17/22				HALLAND, SHARI K		JASON BENSON	
FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT	REQ. NO.	REQ. DATE		
		211-4001-431.45-50	CB2201	GLADEN	03/17/22		

LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	466435.00	EA	BOX CULVERT REMOVAL AND REINFORCED CONCRETE BOX	1.0000	466435.00
SUB-TOTAL					466435.00



466435.00

AUTHORIZED BY _____ COUNTY OFFICIAL



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: March 18, 2022

SUBJECT: Consent Agenda Item for April 4, 2022 Commission Meeting: Project CB2304 – County Highway 17 – 5/6 Stanley Township – Sheyenne River – Engineering Design Services.

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

CB2304 – County Highway 17 – 5/6 Stanley Township – Sheyenne River

This bridge is planned to be replaced in 2023 in coordination with project CH2302 – County Highway 17 & 64th Ave Roundabout. The estimated cost of this work is \$36,569.00.

SUGGESTED MOTION: Authorize chairperson to sign the Engineering Service Agreement and Purchase Order with Houston Engineering, Inc., to complete structure design for Project CB2304.

J:\Admin-Eng\Commission Corrsp\2022 Commission Correspondence\C17&64th Ave Roundabout\Consent Agenda Memo Houston Engineering CB2304 031822.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: CB2304 – 5/6 Stanley Township – Sheyenne River

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 \$36,569.00 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

Jeremy L. McLaughlin, Houston Engineering, Inc

Date

Date



PURCHASE ORDER

PAGE: 1
 P.O. NO.: 150461
 DATE: 03/18/22

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		
03/18/22			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	CB2304	HOUSTON	03/18/22
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	36569.00	EA	ENGINEERING SERVICES, C17-5/6 STANLEY TWP	1.0000	36569.00
SUB-TOTAL					36569.00
36569.00					

AUTHORIZED BY _____ COUNTY OFFICIAL



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: March 28, 2022

SUBJECT: Consent Agenda Item for April 4, 2022 Commission Meeting: Contract with the North Dakota Association of Counties for Vision Zero Outreach Coordinator Position

We have selected a Vision Zero Outreach Coordinator who will be starting at the Cass County Highway Department on April 11th. This position was approved by the Cass County Commission last fall and will report to the Cass County Engineer and report to Ryan Gellner of the NDACo. The Vision Zero Coordinator will work in the eight counties of the southeast region of ND in support of the North Dakota Association of Counties Vision Zero Outreach Program, in partnership with the North Dakota Department of Transportation Safety Division. The position supports the key functions of North Dakota's traffic safety initiative: Vision Zero. In addition, they will serve as a local subject matter expert and liaison and will identify critical outreach initiatives and activities within their region.

Attached is a contract with the North Dakota Association of Counties for Vision Zero Outreach Coordinator Position and Appendix A (Scope of Work). These agreements detail the budget for the position for the current budget period, which is based on the federal fiscal year. The salary and fringe have been prorated to reflect the remaining six months of the federal fiscal year budget period.

Once the contract is finalized, we will receive the reimbursement voucher to submit for monthly reimbursement of the expenses. This reimbursement will allow the Vision Zero Outreach Coordinator position to be fully funded at no cost to Cass County.

SUGGESTED MOTION: Authorize chairperson to sign the Contract and Scope of Work with the North Dakota Association of Counties for Vision Zero Outreach Coordinator Position.

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

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

CONTRACT FOR SERVICES

This contract is between the North Dakota Association of Counties (NDACo), 1661 Capitol Way, Bismarck, North Dakota, 58501 and Cass County, 211 9th Street S, Fargo, ND 58103 (County).

CONTRACT TERMS

1. Scope of Service:

The County is responsible for creating a Vision Zero Coordinator (Coordinator) position and employing one full time equivalent person to carry out the scope of work as outlined in Appendix A. The Coordinator will be an employee of the County and be subject to all rules and supervision accorded all other non-elected employees. The County will determine, in consultation with NDACo, any salary and benefits due to Coordinator.

2. Consideration:

NDACo will reimburse the County in accordance with Appendix A. If this contract is terminated for any reason NDACo will reimburse County on a pro-rated share for the work already performed.

3. NDACo responsibility:

NDACo will provide a staff contact which will work with County and Coordinator to ensure the scope of work is relevant and achievable. NDACo's staff contact will also provide further guidance as is necessary to ensure the ultimate goal of reducing traffic fatalities is achieved.

4. Subcontract:

County may not enter into any subcontracts for any of the work scheduled under this contract without obtaining the prior written approval of NDACo.

5. Contract Term and Termination:

This contract shall remain in effect until either of the following conditions occur.

- a. Non-Appropriation by ND DOT
- b. Either party upon 60 days notice, in writing and delivered to the other party.

Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

County:

NDACo

By: _____

By: _____

Date: _____

Date: _____

Rick Steen, Chair

Terry Traynor, Executive Director

Cass County Contract
SCOPE OF WORK
Effective April 1, 2022 – September 30, 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 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 (HSP).

SCOPE OF WORK

Problem Identification

The Safety Division uses various data sets for the identification of highway safety problems and program development and implementation. The analysis of these data sets has identified six Priority Safety Emphasis Areas (PEA) that are being addressed through the North Dakota Vision Zero initiative. These six PEAs are the motivation of the Vision Zero Outreach Program and the development of a grassroots approach to addressing these highway safety problems.

- Lane Departure
- Intersections
- Alcohol and/or Drug-Related
- Unbelted Vehicle Occupants
- Speeding/Aggressive Driving
- Young Drivers

Project Description

Funds will be provided to the County to administer the Vision Zero Community Outreach Program, which provides traffic safety outreach activities to assist the NDDOT to achieve the following performance goals associated with the NDDOT's goal of moving toward zero deaths.

Project Goals

Community outreach will be targeted through individual, group and community activity through counties, employers, etc. to advance Vision Zero activity at the local level. Funds allocated to CTSP outreach projects will address priority and other areas of emphasis in the SHSP/Vision Zero Plan.

This contract will assist in achieving the following plan goals to decrease the number of:

- People killed in motor vehicle crashes.
- Alcohol- and drug-related motor vehicle fatalities.
- Speed-related fatalities.
- Distracted driving-related fatalities.
- Unbelted fatalities through increased seat belt use by all North Dakota citizens and those who are traveling through North Dakota.

Project Objectives and Activities

Network/Partnership Engagement

Objective 1: Expand community engagement and the partnership network by participating in regional/local partnership meetings (e.g., AAA, Safe Kids, Health Departments). Encourage new partners to formalize the partnership through registration with the Vision Zero Partner Network.

- *Project Development and Implementation:* The Coordinator will identify potential partners within their region and will develop a working relationship and promote the Vision Zero Initiative and participation in the Vision Zero Partner Network. Establish and support formal, on-going communication with individuals and organizations within the region who have registered for the Vision Zero Partner Network.
- *Evaluation:* Maintain a list of individuals and organizations contacted and report on the success of engagement.

Objective 2: Implement the strategies within the North Dakota Vision Zero Plan within their region. Identify and implement other strategies that will move the community to zero. Promote and advance Local Road Safety Plans for road safety projects within communities.

- *Project Development and Implementation:* The Coordinator will research various data resources for their region to identify priority safety emphasis areas that are leading factors in traffic fatalities and serious injuries. The data will be used to determine project, programs, and partners that can be developed to address those emphasis areas.
- *Evaluation:* Report on type of projects implemented, the partners and results of the project.

Objective 3: Establish and expand relationships with tribal partners to support Vision Zero Plan implementation.

- *Project Development and Implementation:* Each Coordinator will identify the tribal nation(s) within their region and will establish a working relationship with tribal law enforcement or tribal leadership and promoting the Vision Zero Partner Network.
- *Evaluation:* Determine the success of engagement of the working relationship and participation of tribal entities in traffic safety programs and projects.

Objective 4: Build partner support for selected Strategic Highway Safety Plan (SHSP) legislative and policy priority safety

- *Project Development and Implementation:* Participate in the Priority Emphasis Team meetings and support policy priority safety strategies through personal contacts, presentations, media events, social media, and other outreach. Coordinate with the VZ Program Manager on activities to conduct.
- *Evaluation:* Identify the number of PEA team meetings attended, the tasks conducted to support priority strategies, and the number of contacts made.

Outreach Initiatives

Objective 1: Conduct outreach events that align with the priority emphasis areas for each region.

- *Project Development and Implementation:* Each Coordinator will assess their region and identify the prior emphasis areas that are primary factors in traffic crash fatalities and serious injuries and conduct the following activities as they apply:
 - Employ a minimum of two times per year resources such as rollover simulator, seat belt convincer, fatal vision goggles, Simulated Impaired Driving Experience (SIDNE), and seat belt hologram board at local events to bolster community engagement and awareness of Vision Zero safety priorities.
 - Designate at least one Vision Zero Community within the region annually and work with the community to meet the requirements of the Program and conduct one Vision Zero Community Forum annually
 - Conduct a minimum of one innovative prevention program such as Coaches Who Care, Impact Teen Drivers, and/or Alive at 25 annually in the region
 - Facilitate a minimum of one training program annually focusing on motor vehicle crash prevention strategies.
 - Work with state and regional partners to hold two local media events annually,
 - Develop and staff public Vision Zero displays for regional events and/or meetings.
 - Conduct training as necessary to build partner capacity to implement the planned activity.
 - Promote the Vision Zero Awards programs to coalition and partner network members and annually submits a minimum of one nomination from the region.
 - Attend a minimum of one county or city commission meeting annually.
 - Assist the state in soliciting sponsorship funds to acquire incentive items and other resources in support of state and regional Vision Zero activities.
- *Evaluation:* The Coordinator shall provide a monthly written report detailing the outreach activities conducted and ensure that minimum requirements are being met.

Data Acquisition and Utilization

Objective 1: Use crash and ancillary data sources to understand severe crash trends, disparities, locations, and causal factors within the region to identify priority counties and engage communities in Vision Zero.

- *Project Development and Implementation:*
 - Conduct crash data and other relevant data analysis to identify who is crashing, where they are crashing, and use this information to develop and implement a regional action plan to supplement the SHSP.
 - Update crash data analysis on an on-going basis to monitor change and progress in achieving regional action plan goals.
 - Incorporate local crash data into presentations, media events, and partner meetings and/or discussions.
- *Evaluation:* Identify the data sources used when conducting an analysis and show the linkage between data analysis and strategies, projects or programs being implemented.

Professionalism and Development

Objective 1: Create Vision Zero brand awareness and the Vision Zero Coordinator position

- *Project Development and Implementation:*
 - Provide professional and timely response to stakeholder requests for information via email, telephone, videoconference, and/or face-to-face interaction.
 - Deliver high-quality presentations, community forums, media events, and other traffic safety activities.
 - Express ideas and information in written and oral form that is complete, clear, concise, organized, and audience appropriate.
 - Continually evaluate ways to improve program and work practices, including minimizing the complexity of processes whenever possible.
 - Proactively share his/her knowledge, skills, and expertise with other Vision Zero Outreach Coordinators and partners.
- *Evaluation: VZ Program manager will assess these items and identify success or improvement in the annual performance review.*

Objective 2: Continued training and education

- *Project Development and Implementation:*
 - Attend the annual North Dakota Vision Zero Partner Summit to bolster his/her knowledge of current traffic safety best practices and the status of Vision Zero Plan implementation.
 - Expand knowledge and understanding of traffic safety by annually participating in a minimum of one training program provided by a national traffic safety organization and/or through attendance at a national conference or workshop.
 - Work toward obtaining professional certification in traffic safety (optional).
 - Regularly monitor the Governors Highway Safety Association and other professional traffic safety organization websites for new traffic safety reports and leverage at least one report annually to implement new strategies and initiatives in the region.
 - Keep the supervisor informed about sensitive or controversial issues and/or problems and offer well-developed recommendations and/or solutions.
- *Evaluation: Report the number of trainings attended in the monthly activity report.*

REPORTING REQUIREMENTS, AUDIT REPORTING, OTHER REQUIREMENTS, GRANTOR RESPONSIBILITIES, AND REIMBURSEMENT

Reporting Requirements

Monthly Voucher and Progress Reports. A detailed monthly voucher will be submitted to the NDACo within **10** days after the end of the month in which expenses occurred. **However, at the close of the state fiscal year, June 30, reports and vouchers must be submitted no later than July 6 for any services or purchases that took place on or before June 30. Vouchers received after July 6 may not be reimbursed.** Written progress reports must be provided monthly within 30 days of the previous month and should summarize activities of the billing period. The NDACo will provide a voucher format for reimbursement of expenses.

Submission of a reimbursement voucher and monthly progress report after the deadline may result in a 10 percent reduction of the requested reimbursement.

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.

Other Requirements

The County will:

- Provide adequate office space within a county building.
- Employ a Vision Zero Coordinator that meets the qualifications specified in the approved job description.
- Incur all expenses in advance of requesting reimbursement;
- Maintain financial records and retain supporting documentation according to audit guidelines.
- Provide record-keeping as required by state and federal guidelines.
- Track and report monthly in-kind match for Vision Zero Coordinator program activity.
- Participate in additional program activities based on direction from NDDOT and NDACo.

GRANTOR RESPONSIBILITIES

This scope of work will be monitored by a program manager with NDACo. Oversight will include, but will not be limited to, desktop and on-site monitoring of program operations and finances. This will include written notification of issues and/or concerns if identified and appropriate corrective action(s).

REIMBURSEMENT

This contract will reimburse allowable expenses up to the project's total budget for costs incurred through completion of the scope of work and/or through the direction of the program manager. **All expenses will be reimbursed at cost.**

NDACo reserves the right to deny payment for unallowable expenses identified in the applicable cost principles.

The County must stay within budget amounts provided below. However, if moving funds within the budget is necessary, the County may submit a written request to the program manager. The request must justify how the revised budget is needed to complete the scope of work ***before any work is done exceeding the allocated amounts***. The program manager will review the request promptly and will approve or deny the request.

BUDGET

DIRECT COSTS

Salary	\$ 32,500
Benefits	\$ 14,974
Travel & Training	\$ 8,000
Supplies	\$ 4,500
Cell Phone	\$ 2,000
Miscellaneous	<u>\$ 1,000</u>

PROJECT TOTAL \$ 62,974

County:

By: _____

Date: _____

Rick Steen, Chair

NDACo

By: _____

Date: _____

Terry Traynor, Executive Director



Vision Zero Regional Outreach Coordinator **This position is based in Fargo**

Starting Pay Range: \$60,000.00 - \$65,000.00 - DOE

Type of Recruitment: Internal/External

Closing Date: December 6, 2021

- **Education:** Bachelor's Degree from an accredited four-year college or university. Preference given to degrees in business, public relations, communications, marketing, public administration, transportation, safety or industrial hygiene, behavioral or social sciences.
- **Experience:** Entry level position with practical experience in public relations or marketing, and with coordinating or administering. Public Relations/Communications/Marketing, Public Health or Safety.
- **Licensure/Certification:** Work toward obtaining a professional certification in traffic safety (optional)

Summary:

The Vision Zero Outreach Coordinator performs a wide range of regional outreach activities in a 10-12 county area in support of the North Dakota Association of Counties Vision Zero Outreach Program, in partnership with the North Dakota Department of Transportation Safety Division. The position supports the key functions of North Dakota's traffic safety initiative: Vision Zero. Regional coordinators will serve as local subject matter experts and liaisons and will identify critical outreach initiatives and activities within their region. Coordinators will be responsible to develop and maintain partnerships, provide resources, and coordinate outreach activities to support communities to work toward zero motor vehicle crash fatalities and serious injuries.

Mission Results

- Help reduce regional motor vehicle crash fatalities.
- Help reduce regional alcohol and drug-related, speed-related, distracted driving and unbelted motor vehicle fatalities.

Essential Duties and Responsibilities:

Network/Partner Engagement

- Advocates for the implementation of the State Highway Safety Plan (SHSP) priority strategies within the region
- Develops relationships with city, county and state law enforcement partners through cooperative events, ride-alongs, promotion of high visibility enforcement activities, sobriety checkpoints and other proven initiatives
- Builds partner support for selected SHSP legislative and policy priority safety strategies through personal contacts, presentations, media events, social media, legislative education, and other outreach
- Expands community engagement and the partnership network by participating in regional/local partnership meetings (e.g., AAA, Safe Kids, Health Departments). Encourages new partners to formalize the partnership through registration with the Vision Zero Partner Network
- Establishes and expands relationships with tribal partners to support SHSP implementation

Outreach Initiatives

- Conduct outreach events that align with the priority emphasis areas within region.
- Coordinates with state personnel and regional partners.
- Promotes the Vision Zero program.
- Expands his/her knowledge of the Local Road Safety Program (LRSP) through discussions with state/local traffic engineers and other resources. Promotes the submission of LRSP projects by cities and counties to the state for funding and implementation.

Data Acquisition and Utilization

- Conducts crash data and other relevant data analysis to identify who is crashing, where they are crashing and uses this information to develop and implement a regional action plan to supplement the SHSP
- Incorporates local crash data into presentations, media events and partner meetings and/or discussions

Professionalism and Development

- Create Vision Zero brand awareness and the Vision Zero Regional Coordinator position.
- Continued training and education

How to Apply:

Please apply at www.casscountynd.gov/jobs

The employee will occasionally be required to provide (reimbursable) own job-related transportation.

“This is a grant-funded position through a partnership with the North Dakota Department of Transportation and the North Dakota Association of Counties. The position is subject to continued partner funding.”