

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 September 28, 2023:

- North Dakota Department of Transportation—grant award for traffic safety related to occupant protection, impaired driving, distracted driving, and speed enforcement;
- Maple River Water Resource district—agreement to complete work on Drain 62 West of Casselton for the 2024 Concrete Surfacing project;
- Courthouse ATM—agreement with Card Care Systems, Inc. for ATM services at the Courthouse.



www.casscountynd.gov

Office of the Sheriff

Jesse Jahner, Sheriff

September 18, 2023

James Kapitan, Portfolio Commissioner
Cass County Commission
Cass County Courthouse
Fargo, ND 58103

Re: Request to sign ND Traffic Safety Grant for 2024 FY

Agenda Item: Action Requested

Chairman Chad Peterson,

The Cass County Sheriff's Office is pleased to announce a grant award through the State of North Dakota Department of Transportation for Traffic Safety. These funds will be issued in four specific areas of traffic enforcement:

\$ 12,000.00	Occupant Protection
\$ 18,000.00	Impaired Driving
\$ 3,000.00	Distracted Driving
\$ 6,000.00	Speed Enforcement

Suggested Motion: Move to authorize the Chairperson of the Commission to accept the award (electronically signed) and name Sergeant Keenan Zundel, the Project Manager, to complete all requirements, including all quarterly reports and other mandated documentation required for reporting purposes.

Should you have any questions, please get in touch with me.

Respectfully,

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

MEMO: Ronald J. Henke
Director

FROM: Sheila Kitzan
Highway Safety Division

DATE: August 28, 2023

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 overtime programs.

The total contract budget is \$48,000.

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

12/slk
Attachment

NDDOT Contract No. 12231130
Project No. PHSPOP2405-05-00,
PHSPSC2407-04-00, PHSPID2410-02-00,
PHSPDD2411-02-00, & PHSPID2410-12-00

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

Federal Award and Subrecipient Information

Subrecipient Name: Cass County
Subrecipient UEI No.: JRNDKLLS2949
Applicant Agency: Cass County Sheriff's Department

NDDOT Program Manager: Kelly Aberle
NDDOT PM Telephone: 701-328-2658
NDDOT PM Email: kaberle@nd.gov

ALN No.: 20.600 and 20.608

ALN Title: State and Community Highway Safety and 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, Speed & Distracted Driving Enforcement
FAIN No.: 69A37523300004020NDO

Federal Award Date: November 30, 2022
Total Federal Award Amount: \$2,891,141.25

AWARD NAME: Alcohol Enforcement and Underage Enforcement
FAIN No.: 69A37523300001640NDA

Federal Award Date: February 14, 2023
Total Federal Award Amount: \$905,069.00

Budget Start Date: October 1, 2023
Performance Start Date: October 1, 2023
Indirect Cost Rate: N/A

Budget End Date: September 30, 2024
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 1612 23rd Avenue North, Fargo, North Dakota 58102.

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:

Section 1: 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.

Section 2: The term of this contract shall begin October 1, 2023, and shall end September 30, 2024.



Section 3 - Reimbursement:

NDDOT shall reimburse the Contractor for costs incurred under the terms of this contract, not to exceed \$48,000. 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.

Section 4: 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)

Section 5: Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into and made a part of this agreement.

Section 6: 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.

Section 7: 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.

Section 8: 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.

Section 9: 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.

Section 10: The Contractor must have a seat belt use policy, a drug and alcohol driving policy, a distracted driving/texting policy, and a payroll and compensation policy in place before requesting reimbursement for any work completed under this agreement. The NDDOT's Highway 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.



Section 11 - 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.

Section 12: Contractor may not assign or otherwise transfer or delegate any right or duty without NDDOT's express written consent, provided, however, that Contractor may assign its rights and obligations hereunder in the event of a change of control or sale of all or substantially all of its assets related to this Contract, whether by merger, reorganization, operation of law, or otherwise. Should Assignee be a business or entity with whom NDDOT is prohibited from conducting business, NDDOT shall have the right to terminate in accordance with the Termination for Cause section of this Contract.

Contractor may enter subcontracts provided that any subcontract acknowledges the binding nature of this Contract and incorporates this Contract, including any attachments. Contractor is solely responsible for the performance of any subcontractor with whom Contractor contracts. Contractor does not have authority to contract for or incur obligations on behalf of NDDOT.

Section 13: 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.

Entities that spend less than \$750,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.

- All entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process.
- All entities must complete the Single Audit Certification Form
- All entities must provide a Schedule of Expenditures of Federal Awards (SEFA).

Section 14: Federal agencies and NDDOT shall review and approve the negotiated indirect cost rate, unless there is a federal statute that states otherwise, or a federal agency head has made other approved provisions. Any rate approved by a federal agency, or a cognizant agency must be approved by NDDOT.

If the Contractor does not have a federally negotiated indirect cost rate, the NDDOT can either:

- negotiate an indirect rate with the Contractor
- allow the de minimis 10% flat rate (the de minimis rate, is not applicable in certain cases (200.414(f); Appendix VII.D.1.B).) This rate may be used indefinitely, until the Contractor seeks to formally negotiate a rate. If the de minimis rate is used, the NDDOT does not need to review and approve.

Section 15: The NDDOT shall conduct pre-award risk assessments of applicants prior to issuing a contract. The Contractor shall conduct risk assessments of their subawardees either before or after making the award to determine the appropriate level of monitoring. The Contractor shall document its procedures for assessing risk and have them available upon NDDOT request.

Section 16: The NDDOT shall conduct a risk assessment on the Contractor and the following specific conditions shall be met and/or maintained throughout this agreement.

1. Annual Compliance Review.
2. Submit Receipts/Invoices with each voucher submission.
3. Review audit reports and determine how material any audit findings are in the audit reports and where they pose an increased risk to subrecipients abilities to comply and carry out their Statements of Work.
4. Provide ongoing training and technical assistance on program related areas.

The NDDOT reserves the right to increase the monitoring during the agreement period based on periodical review of audit reports, audit findings, compliance review findings, federal reports, and reimbursement requests.

Section 17: The Federal awarding agency or pass-through entity and Contractor will comply with CFR §200.344 closeout requirements. The NDDOT is responsible for closing out the agreement when it determines that all application administrative actions and all required work have been completed and the agreement has reached its period of performance end date. The Contractor shall submit, no later than 90 calendar days after the period of performance end date of this agreement, all financial, performance and other reports as required by the terms and conditions of this agreement.

Section 18: Under the North Dakota public records law and subject to the Confidentiality clause of this Contract, certain records may be open to the public upon request.

Public records may include: (a) records NDDOT receives from Contractor under this Contract, (b) records obtained by either Party under this Contract, and (c) records generated by either Party under this Contract.



Contractor agrees to contact NDDOT immediately upon receiving a request for information under the public records law and to comply with NDDOT's instructions on how to respond to such request.

Section 19: 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 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.

Section 20: 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.

Section 21: The Risk Management Appendix, attached, is hereby incorporated into and made a part of this agreement.

Section 22: 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.

Section 23: 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.

Section 24: 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.

Section 25: 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.

Section 26: 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.



EXECUTED the date last below signed.

WITNESS:

CONTRACTOR:

NAME (TYPE OR PRINT)

NAME (TYPE OR PRINT)

SIGNATURE

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:

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

Laureen M. Martin
NAME (TYPE OR PRINT)

Robin R. Rehborg
DIRECTOR (TYPE OR PRINT)

For the

SS

SIGNATURE

SIGNATURE

DATE

APPROVED as to substance by:

Karin Mongeon
SAFETY DIVISION DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

CLA 16870 (Div. 12)
L.D. Approved 7-17-89; 8-23



**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

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

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

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

Governments – State and Government Entity, as defined above

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

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

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

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

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

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

Subcontractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are \$500,000 per person and \$2,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. The Governments shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

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

RM Consulted 2007
Revised 07-23



AGREEMENT FOR PARTICIPATION IN THE NORTH DAKOTA HIGHWAY SAFETY PLAN

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Attachment 1 – Enforcement Overtime Calendar for FFY 2024

BACKGROUND

The North Dakota Department of Transportation’s (NDDOT) Highway Safety Division administers the North Dakota Vision Zero initiative to reduce motor vehicle crash fatalities and serious injuries to zero. The Highway 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.
- Decrease the number of distracted driving related crashes.
- Increase seat belt use to decrease the severity of injuries and trauma sustained in crashes.
- Increase the public’s knowledge and understanding of roadway safety and strategies.

The purpose of this contract is to provide funding to the **Cass County Sheriff's Department** (hereinafter referred to as the Contractor) to participate in the statewide enforcement programs listed below:

OCCUPANT PROTECTION (OP) ENFORCEMENT SCOPE OF WORK

PROJECT NO. PHSP0P2405-05-00

The *Click It or Ticket (CIOT)* enforcement campaign exists to increase occupant protection (OP) use for both adults and children through heightened enforcement of 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 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 Highway 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 Highway Safety Division for each officer conducting overtime enforcement through the grant.
- Coordinate with the Highway 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 *CIOT* enforcement period.

IMPAIRED DRIVING (ID) ENFORCEMENT SCOPE OF WORK

PROJECT NO. PHSPID2410-02-00

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

The Contractor is required to work during the 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 Highway 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 three years. The Contractor must provide verification of the completed training upon request by the Highway 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 Highway Safety Division will coordinate with the Contractor to determine these locations based on ND crash data.
- Coordinate with the Highway 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. PHSPID2410-12-00

The underage drinking (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 Highway 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 Highway 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.
- **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 Highway Safety Division Program Manager, 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 Highway 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 Highway 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 Highway 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 Highway Safety Division.
- Submit a reimbursement voucher by within 45 days after completing the event.

DISTRACTED DRIVING (DD) ENFORCEMENT OF WORK

PROJECT NO. PHSPDD2411-02-00

The distracted driving (DD) enforcement campaign exists to decrease the use of handheld electronic devices and other activities that are a distraction or cause inattentiveness by the driver through heightened enforcement of DD laws in the state. The campaign's success is built upon the strategy that education, along with heightened and consistent enforcement, is an effective means to change driver behavior and decrease crashes caused by driver distraction.

Participating law enforcement agencies are required to work overtime during scheduled DD campaigns to achieve heightened enforcement within their jurisdictions by enforcing the ban on all cell phone use by minors (under the age of 18) and activities by all drivers which cause inattentiveness resulting in traffic violations.

The Contractor is required to work during the scheduled DD enforcement periods as identified in Attachment 1. The Contractor may conduct additional enforcement activity beyond the required events within their jurisdiction, if the budget allows, and if the Contractor can justify the purpose of additional

enforcement. The Contractor must notify the Highway Safety Division of the additional enforcement activity prior to conducting the additional enforcement activity.

During each identified enforcement period, the Contractor must:

- Conduct a minimum of two shifts (no minimum number of hours per shift) per DD enforcement period.
- Determine the best enforcement strategy that will efficiently use available resources and conduct heightened enforcement within corridors and at times where the occurrence of DD and electronic device usage is most prevalent.
- Issue Citations – **not warnings** – when observing a driver violating North Dakota’s DD law. This is to assure the integrity of the *U*Drive. *U*Text. *U*Pay. message to the public. Each stop is an opportunity to educate the public on taking personal responsibility for their driving behaviors.
- Coordinate with the Highway 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 DD laws during the enforcement period.

SPEED (SC) ENFORCEMENT SCOPE OF WORK

PROJECT NO. PHSPSC2407-04-00

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 highest number of speed-related serious injury and fatal crashes is greatest. When possible, the Highway 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 *Speeding Slows You Down* 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 Highway 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 Highway Safety Division per the schedule referenced in the previous 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 law enforcement overtime 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 Highway 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.

Entities that spend less than \$750,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.

- All entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process.
- All entities must complete the Single Audit Certification Form.
- All entities must provide a Schedule of Expenditures of Federal Awards (SEFA).

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 Highway 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.

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, 2024. ***Vouchers received after November 14, 2024, 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 Highway 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 Highway 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 also known as general costs of government. *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 Highway 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 Highway Safety Division.

BUDGETS

OCCUPANT PROTECTION (OP) ENFORCEMENT BUDGET

PROJECT NO. PHSPOP2405-05-00 / ALN NO. 20.600

DIRECT COSTS

Overtime wages		\$12,000
Mileage		\$ 0
PROJECT TOTAL		<u>\$12,000</u>

Participation

Federal	100%	\$12,000
State	-	
Local	-	

IMPAIRED DRIVING (ID) ENFORCEMENT BUDGET

PROJECT NO. PHSPID2410-02-00 / ALN NO. 20.608

DIRECT COSTS

Overtime wages		\$18,000
Mileage		\$ 0
PROJECT TOTAL		<u>\$18,000</u>

Participation

Federal	100%	\$18,000
State	-	
Local	-	

UNDERAGE DRINKING (UA) ENFORCEMENT BUDGET

PROJECT NO. PHSPID2410-12-00 / ALN NO. 20.608

DIRECT COSTS

Overtime wages		\$ 3,000
Educational Resources		<u>\$ 0</u>
PROJECT TOTAL		<u>\$ 3,000</u>

Participation

Federal	100%	\$ 3,000
State	-	
Local	-	

DISTRACTED DRIVING (DD) ENFORCEMENT BUDGET

PROJECT NO. PHSPDD2411-02-00 / ALN NO. 20.600

DIRECT COSTS

Overtime wages		\$ 6,000
Mileage		<u>\$ 0</u>
PROJECT TOTAL		<u>\$ 6,000</u>

Participation

Federal	100%	\$ 6,000
State	-	
Local	-	

SPEED (SC) ENFORCEMENT BUDGET

PROJECT NO. PHSPSC2407-04-00 / ALN NO. 20.600

DIRECT COSTS

Overtime wages		\$ 9,000
Mileage		<u>\$ 0</u>
PROJECT TOTAL		<u>\$ 9,000</u>

Participation

Federal	100%	\$ 9,000
State	-	
Local	-	

OCCUPANT PROTECTION (OP) ENFORCEMENT DATES

Enforcement Dates	Enforcement Log Due Date	Reimbursement Voucher Due Date
November 1 – December 14, 2023	12/19/2023	1/31/2024
*May 1 - June 2, 2024	6/7/2024	6/30/2024

*May 20 – June 2, 2024, is the National “Click It or Ticket” (CIOT) Enforcement Campaign

Participating agencies are required to conduct a minimum of two (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.

IMPAIRED DRIVING (ID) ENFORCEMENT DATES

Enforcement Dates	Enforcement Log Due Date	Reimbursement Voucher Due Date
*December 15, 2023 – January 31, 2024	2/5/2024	3/15/2024
March 1 – March 31, 2024	4/5/2024	5/15/2024
**August 16 – September 2, 2024	9/7/2024	10/15/2024

*December 15, 2023 – January 1, 2024, is the National “Drive Sober or Get Pulled Over” (DSOGPO) Campaign. ND extends the enforcement campaign until January 31, 2024.

August 16– September 2, 2024, is the National “Drive Sober or Get Pulled Over” Campaign. **This DSOGPO campaign requires a minimum of four (4) shifts to be worked.

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

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

SPEED (SP) ENFORCEMENT DATES

Enforcement Dates	Enforcement Log Due Date	Reimbursement Voucher Due Date
July 1 – August 15, 2024	8/20/2024	9/20/2024

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

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

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

DISTRACTED DRIVING (DD) ENFORCEMENT DATES

Enforcement Dates	Enforcement Log Due Date	Reimbursement Voucher Due Date
*April 1 – 30, 2024	5/5/2024	6/15/2024
September 1 – 30, 2024	10/5/2024	10/31/2024

*April 1 – 30, 2024 coincides with the National Distracted Driving Awareness Month campaign.

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

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

Appendix A to Part 1300—Certifications and Assurances for Highway Safety Grants

[Each fiscal year, the Governor's Representative for Highway Safety must sign these Certifications and Assurances affirming that the State complies with all requirements, including applicable Federal statutes and regulations, that are in effect during the grant period. Requirements that also apply to subrecipients are noted under the applicable caption.]

State: North Dakota

Fiscal Year: 2024

By submitting an application for Federal grant funds under 23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58, the State Highway Safety Office acknowledges and agrees to the following conditions and requirements. In my capacity as the Governor's Representative for Highway Safety, I hereby provide the following Certifications and Assurances:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
- 23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs;
- 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, *OMB Guidance on FFATA Subaward and Executive Compensation Reporting*, August 27, 2010, (https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

- Name of the entity receiving the award;
- Amount of the award;

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

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- *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);
- 49 CFR part 21 (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- 28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *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.), and *Title IX of the Education Amendments of 1972*, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit 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);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens 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, subrecipients and contractors, whether such programs or activities are Federally-funded or not);

- *Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189)* (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and *49 CFR parts 37 and 38*;
- *Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* (preventing discrimination 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* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- *Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government* (advancing equity across the Federal Government); and
- *Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation* (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) ^[1] in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The State will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;

3. Any available drug counseling, rehabilitation, and employee assistance programs;
4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 1. Abide by the terms of the statement;
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
 1. Taking appropriate personnel action against such an employee, up to and including termination;
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act ([5 U.S.C. 1501-1508](#)), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

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

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an

- erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
 6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
 7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
 8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
 9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

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

BUY AMERICA

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST

(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in

organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with [Executive Order 13043](#), Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with [Executive Order 13513](#), Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

SECTION 402 REQUIREMENTS

1. To the best of my personal knowledge, the information submitted in the annual grant application in support of the State's application for a grant under [23 U.S.C. 402](#) is accurate and complete.
2. The Governor is the responsible official for the administration of the State highway safety program, by appointing a Governor's Representative for Highway Safety who shall be responsible for a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. ([23 U.S.C. 402\(b\)\(1\)\(A\)](#))
3. At least 40 percent of all Federal funds apportioned to this State under [23 U.S.C. 402](#) for this fiscal year will be expended by or on behalf of political subdivisions of the State in carrying out local highway safety programs ([23 U.S.C. 402\(b\)\(1\)\(C\)](#)) or 95 percent by and on behalf of Indian tribes ([23 U.S.C. 402\(h\)\(2\)](#)), unless this requirement is waived in writing. (This provision is not applicable to the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.)
4. The State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks. ([23 U.S.C. 402\(b\)\(1\)\(D\)](#))
5. As part of a comprehensive program, the State will support a data-based traffic safety enforcement program that fosters effective community collaboration to increase public safety, and data collection and analysis to ensure transparency, identify disparities in traffic enforcement, and inform traffic enforcement policies, procedures, and activities. ([23 U.S.C. 402\(b\)\(1\)\(E\)](#))
6. The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State, as identified by the State highway safety planning process, including:

- Participation in the National high-visibility law enforcement mobilizations as identified annually in the NHTSA Communications Calendar, including not less than 3 mobilization campaigns in each fiscal year to—
 - Reduce alcohol-impaired or drug-impaired operation of motor vehicles; and
 - Increase use of seat belts by occupants of motor vehicles;
 - Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits;
 - An annual statewide seat belt use survey in accordance with 23 CFR part 1340 for the measurement of State seat belt use rates, except for the Secretary of Interior on behalf of Indian tribes;
 - Development of statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources;
 - Coordination of triennial Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in 23 U.S.C. 148(a); and
 - Participation in the Fatality Analysis Reporting System (FARS), except for American Samoa, Guam, the Commonwealth of the Northern Mariana Islands, or the United States Virgin Islands
7. The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))
 8. The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system, except in a work zone or school zone. (23 U.S.C. 402(c)(4))

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.

[Click here to validate form fields and permit signature](#)



Signature Governor's Representative for Highway Safety

7/31/2023

Date

Ron Henke

Printed name of Governor's Representative for Highway Safety

Certificate Of Completion

Envelope Id: 0D114FF2214C46FAA61EB2D714403073
 Subject: SO Cass Contract #12231130
 Contract Number: 12231130
 PCN:
 Source Envelope:
 Document Pages: 39
 Certificate Pages: 3
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

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

Record Tracking

Status: Original 9/6/2023 10:44:06 AM	Holder: Sheila Kitzan skitzan@nd.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Carahsoft OBO North Dakota Department of Transportation CLOUD	Location: DocuSign

Signer Events

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

Signature

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

Timestamp

Sent: 9/7/2023 11:24:07 AM
 Resent: 9/8/2023 9:47:24 AM
 Resent: 9/11/2023 7:01:15 AM
 Viewed: 9/11/2023 9:38:57 AM
 Signed: 9/11/2023 9:39:04 AM

Authentication Details

SMS Auth:
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 Result: passed
 Vendor ID: TeleSign
 Type: SMSAuth
 Performed: 9/11/2023 9:38:47 AM
 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
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Clint Morgenstern
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(None), Authentication
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Robin R. Rehborg
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Laureen M. Martin
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(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
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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: 1px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">VIEWED</div> Using IP Address: 165.234.252.245	Sent: 9/6/2023 10:44:39 AM Viewed: 9/7/2023 11:22:33 AM Completed: 9/7/2023 11:24:06 AM
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Agent Delivery Events	Status	Timestamp
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Keenan Zundel ZundelK@casscountynynd.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		Sent: 9/11/2023 9:39:11 AM Viewed: 9/11/2023 10:21:44 AM
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Sheila Kitzan
skitzan@nd.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

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

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	9/6/2023 10:44:39 AM
Envelope Updated	Security Checked	9/7/2023 11:24:06 AM
Envelope Updated	Security Checked	9/7/2023 11:24:06 AM
Envelope Updated	Security Checked	9/7/2023 11:24:06 AM
Envelope Updated	Security Checked	9/7/2023 11:24:06 AM
Envelope Updated	Security Checked	9/7/2023 11:24:06 AM

Payment Events	Status	Timestamps
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Highway Department

Telephone: 701-298-2370

Fax: 701-298-2395

SMB-HWY@casscountynd.gov

MEMORANDUM

TO: Cass County Commission

FROM: Jason Benson, County Engineer *FOR: Jason Benson*

DATE: September 19, 2023

SUBJECT: Consent Agenda Item for October 2, 2023 Commission Meeting: Maple River Water Resource District Agreement – Drain 62

Cass County Highway Department and the Maple River Water Resource District have drafted an agreement to complete work on Drain 62 West of Casselton necessary for the 2024 Concrete Surfacing project. The work being done in the drain ROW consists of reinforced concrete box culvert extension and erosion control work. The reinforced concrete box culvert extension is needed to accommodate the County Highway 23 widening for new turn lanes onto the County Highway 30 (NDSP Access Road). As you already know the County Highway 30 grading projects as well as the 2024 concrete surfacing project will be cost shared according to our MOU with NDSP.

The 2024 concrete surfacing project was also approved as part of our 2024 budget and we plan to send this project out for bid in November.

SUGGESTED MOTION:

Authorize the Commission Chair to sign the Agreement for Drain 62 between Cass County Government and the Maple River Water Resource District subject to State's Attorneys approval.

J:\Admin-Eng\Commission Corrsp\2023 Commission Correspondence\NDSP Soy Bean Road - Cass 30\2024 Project\Commission Agenda - Maple River WRD Agreement 091923.docx

CONTRACT APPROVAL REQUEST

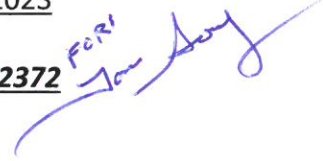
COMPANY REQUESTING CONTRACT:

Maple River Water Resource District, 1201 Main Ave West, West Fargo, ND 58078

DATE OF REQUEST: September 19, 2023

DATE OF EXPECTED RETURN TO THE COMMISSION OFFICE: October 2, 2023

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



STATE'S ATTORNEY SIGNATURE: _____

STATE'S ATTORNEY COMMENTS: _____

PORTFOLIO COMMISSIONER SIGNATURE: _____

Cass County Highway Department and the Maple River Water Resource District have drafted an agreement to complete work on Drain 62 West of Casselton necessary for the 2024 Concrete Surfacing project. The work being done in the drain ROW consists of reinforced concrete box culvert extension and erosion control work. The reinforced concrete box culvert extension is needed to accommodate the County Highway 23 widening for new turn lanes onto the County Highway 30 (NDSP Access Road). As you already know the County Highway 30 grading projects as well as the 2024 concrete surfacing project will be cost shared according to our MOU with NDSP.

The 2024 concrete surfacing project was also approved as part of our 2024 budget and we plan to send this project out for bid in November.

SUGGESTED MOTION:

Authorize the Commission Chair to sign the Agreement for Drain 62 between Cass County Government and the Maple River Water Resource District subject to State's Attorneys approval.

AGREEMENT

THIS AGREEMENT is made _____ day of _____, 2023, by the Maple River Water Resource District, a North Dakota political subdivision with a post office address of 1201 Main Avenue West, West Fargo, North Dakota 58078-1301 (the “District”); and the County of Cass, North Dakota, a North Dakota political subdivision with a post office address of 211 - 9th Street South, Fargo, North Dakota 58103 (the “County”).

RECITALS

A. The District owns, operates, and maintains the CASSELTON TOWNSHIP IMPROVEMENT DISTRICT NO. 62 PROJECT (the “Drain”), a legal assessment drain in portions of Casselton Township, Cass County, North Dakota.

B. North Dakota Soybean Processors, LLC (“NDSP”), is in the process of developing a soybean processing plant in Section 34 of Casselton Township, adjacent to portions of the Drain (the “Soybean Plant Project”).

C. The District, the County, and NDSP previously entered into an agreement, dated March 20, 2023 (the “NDSP Agreement”), under which the parties agreed to cooperate regarding certain modifications to the Drain and to 36th Street to accommodate the Soybean Plant Project.

D. The County’s road improvements will require installation and maintenance of certain culvert and crossing components on the District’s Drain right of way, and the District is willing to grant the County access rights in accordance with the terms and conditions in this Agreement.

include a project to extend the box culvert through County Highway 23, as depicted in the map attached as The District, the County, and NDSP previously entered into an agreement, dated March 20, 2023 (the “NDSP Agreement”), under which the parties agreed to cooperate regarding certain modifications to the Drain and to 36th Street to accommodate the Soybean Plant Project.

including culvert and road crossing improvements through and along County Highway 23

In consideration of the parties’ mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

AGREEMENT

1. **The Project.** The County’s road improvements will require extension of a box culvert through County Highway 23, and construction and installation of concrete erosion protection, as depicted in the plans attached as **Exhibit A** (the “Project”). The County must install and construct portions of the Project concrete erosion protection on portions of the District’s Drain right of way.

*Maple River Water Resource District
Cass County
Agreement
Highway 23 Box Culvert Project*

Page 2

2. **Use of the License Property.** The District grants and conveys to the County a non-exclusive, revocable license as described in this Agreement for construction, operation, inspection, maintenance, alteration, improvement, repair, replacement, reconstruction, and removal of concrete erosion protection as necessary for the Project, along with the access rights described in this Agreement, upon, over, and across those portions of the District's Drain right of way as depicted in the plans attached as **Exhibit A** (the "License Property"). The rights granted to the County by the District under this Agreement constitute a license, revocable by the District for cause or for protection of the Drain or the License Property, under the terms of this Agreement, and the license does not create for or on behalf of the County any interest or estate of any kind in the License Property, either by virtue of this Agreement or by the County's entry upon or use of the License Property. The District does not warrant fee ownership of the License Property and only grants those rights to the County that are consistent with the District's rights under North Dakota law.

3. **Access Rights.** The County's access rights are limited to access, ingress, and egress rights upon, over, and across the License Property for the Project purposes described in this Agreement. The County may not use the License Property or the Drain for any other purpose, and the County's use, access, ingress, and egress rights regarding the License Property will not disrupt or interfere with the Drain or the District's use of the License Property. The County's access rights are revocable by the District in accordance with the terms of this Agreement.

4. **Assumption of Risk.** The County explicitly accepts any and all risk regarding any entry upon or use of the License Property by the County or any of the County's officers, agents, representatives, employees, consultants, contractors, or subcontractors. The County will be solely liable and responsible for, and the District will not be liable or responsible for, any damages or injuries caused to or by any of the County's officers, agents, representatives, employees, consultants, contractors, subcontractors, licensees, or invitees, or to any other property or person, natural or not, resulting from, or in any way arising out of the Project or any entry upon or use of the License Property.

5. **Improvements to the License Property.** The County's rights under this Agreement are subject to the following:

a. With the exception of the installation of the concrete erosion protection necessary to accommodate the Project, specifically described and permitted in this Agreement, the County will not construct any improvements in, upon, under, over, or across any portion of the Drain or the License Property; the County will not place any fixtures, equipment, or other personal property on any portion of the Drain or the License Property; the County will not construct or install, nor allow construction or installation of, any utility facilities, lines, structures, or associated appurtenances on, over, in, under, through, or across the Drain or the License Property; the County will not encumber any portion of the Drain or the License Property; and the County will not otherwise alter any portion of the Drain or the License Property without prior consent from the District.

b. The County will, at its own cost, cease any activity and remove any structure or obstruction that interferes with the Drain or the District's use of the Drain or the License Property.

6. **Duty to Repair and Remedies.** The County will repair the Drain and the License Property and will repair or replace any of the District's other structures, facilities, right of way, or any other property owned by the District damaged as a result of the Project; as a result of the County's construction, operation, inspection, maintenance, alteration, improvement, repair, replacement, reconstruction, or removal of any Project components; or as a result of any other entry upon or use, access, ingress, or egress upon or over the Drain or the License Property by the County or any of the County's officers, employees, agents, representatives, contractors, consultants, subcontractors, licensees, or other invitees. With the exception of the installation of the Project components specifically described and permitted in this Agreement, the County will, at the County's sole cost, otherwise repair and return the Drain and the License Property as nearly as practicable to their original condition following construction of the Project or following any disturbance or damages.

7. **Term.** The District may only terminate this Agreement if termination is necessary to protect the integrity of the Drain or the License Property; as necessary to comply with any laws, rules, regulations, requirements, or directives of any applicable federal or state agency with regulatory jurisdiction over the Drain or the License Property; or in the event of any default by the County not remedied within a reasonable time. Upon any termination or expiration, the County will repair and return the Drain and the License Property as nearly as practicable to their original condition, at the County's sole cost.

*Maple River Water Resource District
Cass County
Agreement
Highway 23 Box Culvert Project*

Page 4

8. **Compliance with Laws.** The County, at its own cost, is solely responsible for promptly complying with all present and future laws, ordinances, rules, and regulations, and obtaining all necessary licenses, permits, registrations, and/or approvals, from all applicable federal, state, county, and municipal governments and any other applicable governmental entities or political subdivisions, and their appropriate departments, commissions, boards, and officers, regarding the Project, or the County's other permissible use, access, ingress, and egress rights upon, over, or across any of the License Property.

9. **Forbearance.** The failure or delay of either party to insist on the timely performance of any of the terms of this Agreement, or the waiver of any particular breach of any of the terms of this Agreement, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred.

10. **Governing Law.** This Agreement will be construed and enforced in accordance with North Dakota law.

11. **Construction.** This Agreement will be construed as if prepared by both parties. If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable; the parties will reconvene negotiations to arrive, in good faith, at an agreement as to matters remaining undetermined as a result of any finding by a court of competent jurisdiction that any provision or part of this Agreement is invalid, illegal, or unenforceable.

12. **Assignment.** Neither party may transfer or assign this Agreement, nor any rights or obligations under this Agreement, without the express written consent of the other party.

13. **Binding Effect.** The covenants, terms, conditions, provisions, and undertakings in this Agreement, or in any amendment, will be binding upon the parties' heirs, successors, and assigns.

14. **Modifications.** Any modifications or amendments of this Agreement must be in writing and signed by the District and the County.

15. **Headings.** Headings in this Agreement are for convenience only and will not be used to interpret or construe its provisions.

16. **Effective Date.** This Agreement will become effective upon the execution by the last party to sign.

*Maple River Water Resource District
Cass County
Agreement
Highway 23 Box Culvert Project*

**MAPLE RIVER WATER
RESOURCE DISTRICT**

By: _____
Rodger Olson, Chair

ATTEST:

Carol Harbeke Lewis
Secretary-Treasurer

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

On this ____ day of _____, 2023, before me, a Notary Public in and for said County and State, personally appeared Rodger Olson and Carol Harbeke Lewis, to me known to be the Chair and Secretary-Treasurer, respectively, of the Maple River Water Resource District, and who executed the foregoing instrument, and acknowledged to me that they executed the same on behalf of the Maple River Water Resource District.

Notary Public, Cass County, ND

(SEAL)

EXHIBIT A

Map of the Project and of the License Property

NOTES

230-P01 SEEDING: Seed and mulch all disturbed areas. Provide erosion checks until turf is established as directed by the engineer in the field.

Utilize the following Seeding Class III in all areas:

Class III	Pounds of Pure Live Seeds Per Acre
Meadow Bromegrass	30%
Intermediate Wheatgrass	30%
Tetraploid Int. Ryegrass	10%
Crested Wheatgrass	30%

80 lbs of seed and 20 lbs of rye per acre.

Install fertilizer at a mixture of 5-10-5 applied at a rate of 100 lbs per acre. Include all cost for labor, equipment, and materials in the price bid for "Seeding Class III".

255-P01 CONCRETE EROSION CONTROL BLANKET: Provide concrete erosion control blanket manufactured by Royal Enterprises of America, Inc. or equal using CC45 blocks.

Remove and replace existing riprap at the edges of the concrete erosion control blanket. Include all costs in the prices bid for "Concrete Erosion Control Blanket" and "Remove Concrete Erosion Control Blanket".

302-P01 CRUSHED CONCRETE: Provide crushed concrete with a maximum aggregate size of 1-1/2".

302-P02 AGGREGATE BASE COURSE CL 5: Aggregate salvaged from County Road 23 may be used in the 2" Aggregate Base Course Cl 5 on County Road 23.

Approximately 162 tons of additional aggregate are in place at the intersection of County Road 30 and 154th Ave SE and may be used in the 2" Aggregate Base Course Cl 5 on County Road 30.

704-P01 TRAFFIC CONTROL: Coordinate with the Cass County Highway Department to receive and return county owned signs for NDSP detour.

704-P02 TRAFFIC CONTROL: Maintain roadway and driveways to provide local residents, farmers, and emergency vehicles access at all times during construction.

704-P03 TRAFFIC CONTROL PHASING: The traffic control details have been developed based on the premise that the project will be constructed in four phases. Include all costs to remove and reset traffic control devices in the price bid for individual items. Submit traffic control adjustments due to deviations from the listed assumptions for approval prior to implementing.

Phase 1A: Construct driveway near Sta. 57+00 and County Road 30 east of 154th Ave SE. Maintain access to NDSP on County Road 30.

Phase 1B: Construct the east side of the intersection of County Road 30 and 154th Ave SE. Reduce traffic on 154th Ave SE to one lane for a maximum of 21 calendar days. Maintain access to NDSP on signed detour.

Phase 2A: Construct the west side of the intersection of County Road 30 and 154th Ave SE. Reduce traffic on 154th Ave SE to one lane for a maximum of 21 calendar days. Maintain access to NDSP on signed detour.

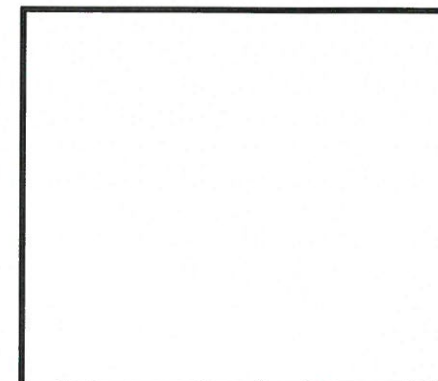
Phase 2B: Construct County Road 30 east of County Road 23 and west of 154th Ave SE. Maintain access to NDSP on signed detour.

Phase 3: Construct turn lane and widening, ditch grading, box culvert extension, and pipe culverts on the east side of County Road 23. Maintain access to NDSP on signed detour.

Phase 4: Construct widening, ditch grading, box culvert extension, and pipe culverts on the west side of County Road 23. Maintain access to NDSP on the signed detour.

714-P01 FLAP GATES: Provide cast iron flap gates, Waterman F-10 or Fresno Valves & Castings Series 6000 Model 10C. Include all costs associated with providing and installing flap gates in the price bid for "Flap Gate __ IN".

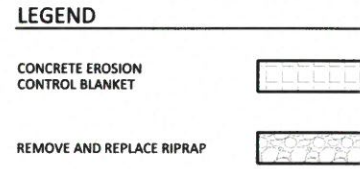
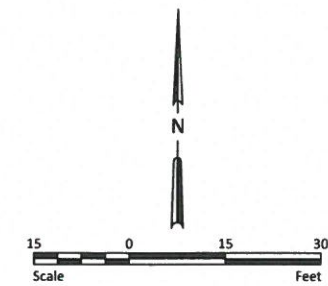
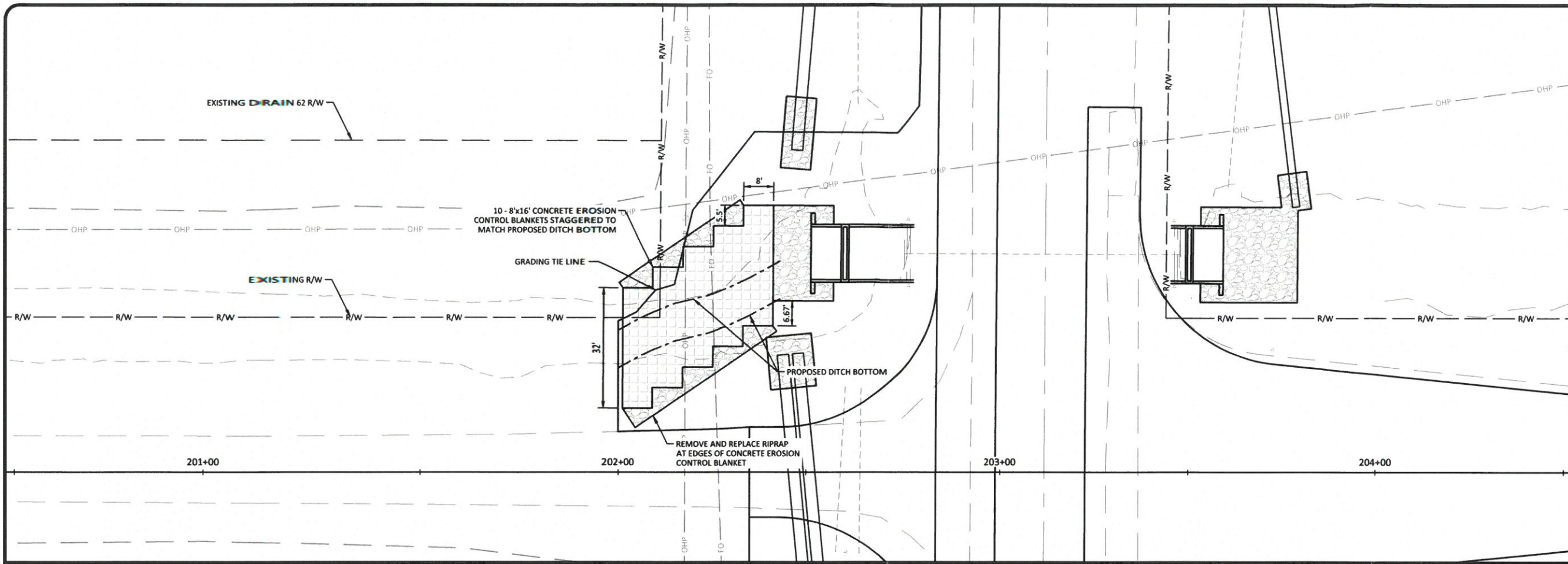
920-P01 DUST PALLIATIVE MATERIAL: Apply liquid stabilizing additive containing Magnesium or Calcium Chloride on 154th Ave SE as directed by the Engineer. Grade roadway and wet aggregate surface prior to application. Apply solution to surface in a uniform manner at a rate of 0.35 GAL/SY at a minimum width of 24' or as directed by the Engineer. Include all costs for this work in the price bid for "Dust Palliative Material".



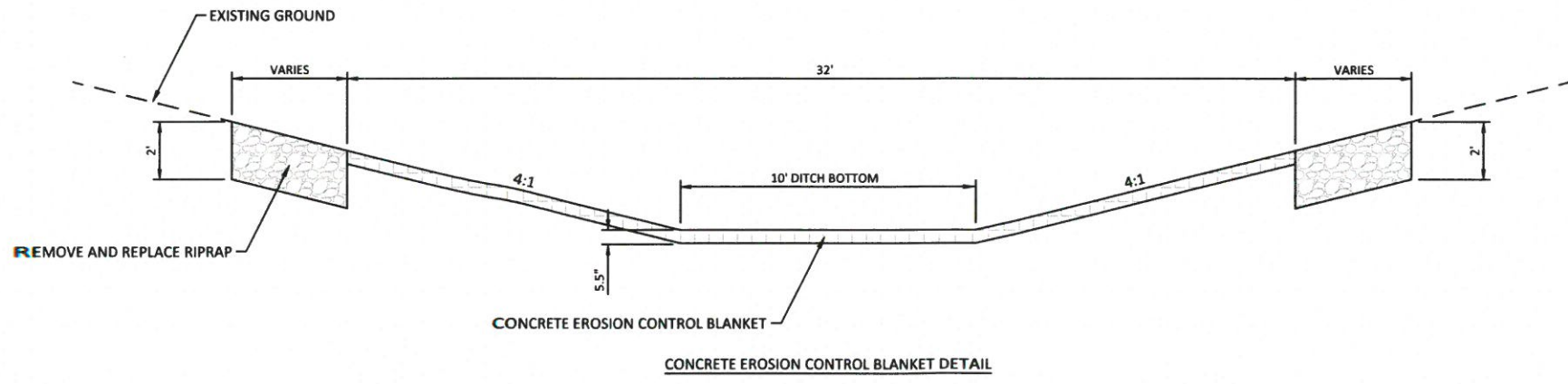
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No.	Revision	Date	By		Drawn by JER	Date 8/28/2023	CASS COUNTY ROAD 23/CASS COUNTY ROAD 30 CASS COUNTY HIGHWAY DEPARTMENT CASSELTON, ND	NOTES PROJECT NO. CH2403	SHEET XX
					Checked by AMR	Scale AS SHOWN			

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NOTES:
 1. ENTRENCH AND BURY THE OUTSIDE EDGES OF THE CONCRETE EROSION CONTROL BLANKET AT LEAST ONE BLOCK INTO THE GROUND.



No.	Revision	Date	By

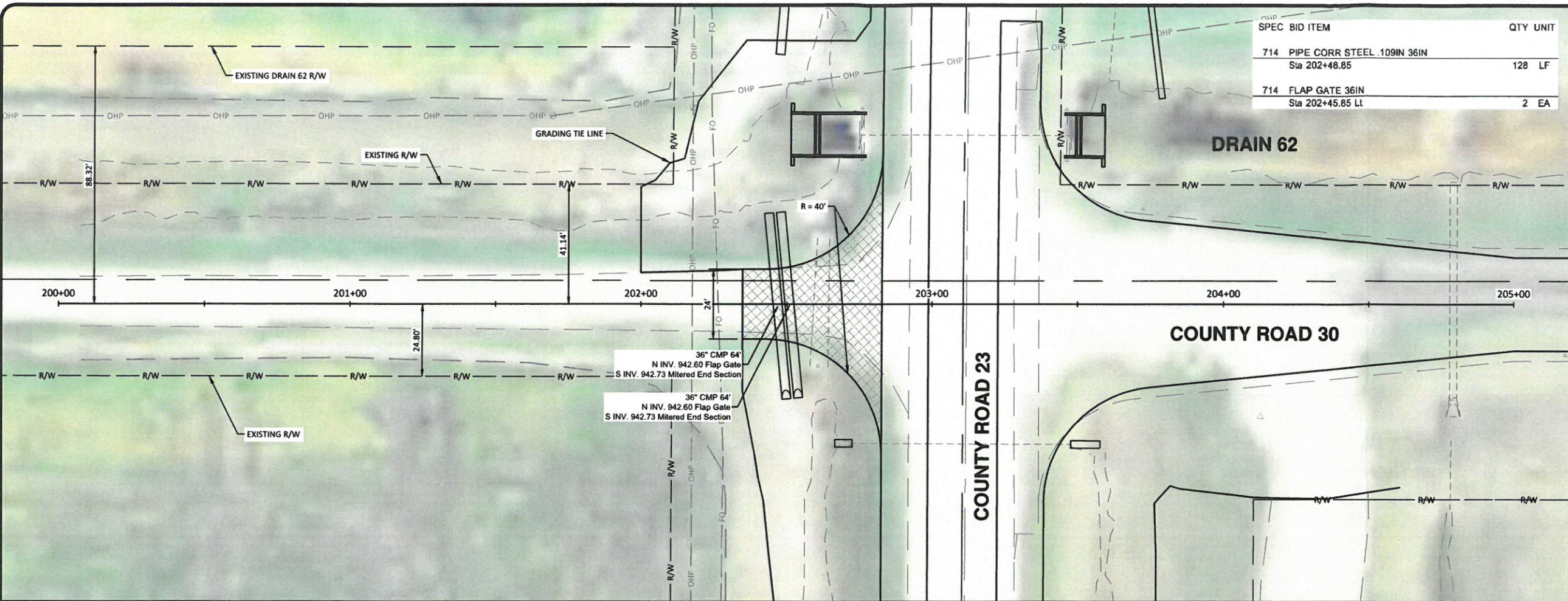


Drawn by
JER
Date
8/28/2023
Checked by
AMR
Scale
AS SHOWN

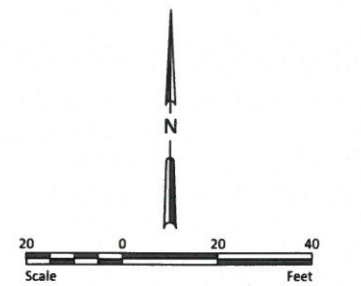
CASS COUNTY ROAD 23/CASS COUNTY ROAD 30
 CASS COUNTY HIGHWAY DEPARTMENT
 CASSELTON, ND

GENERAL DETAILS
 PROJECT NO. CH2403

SHEET
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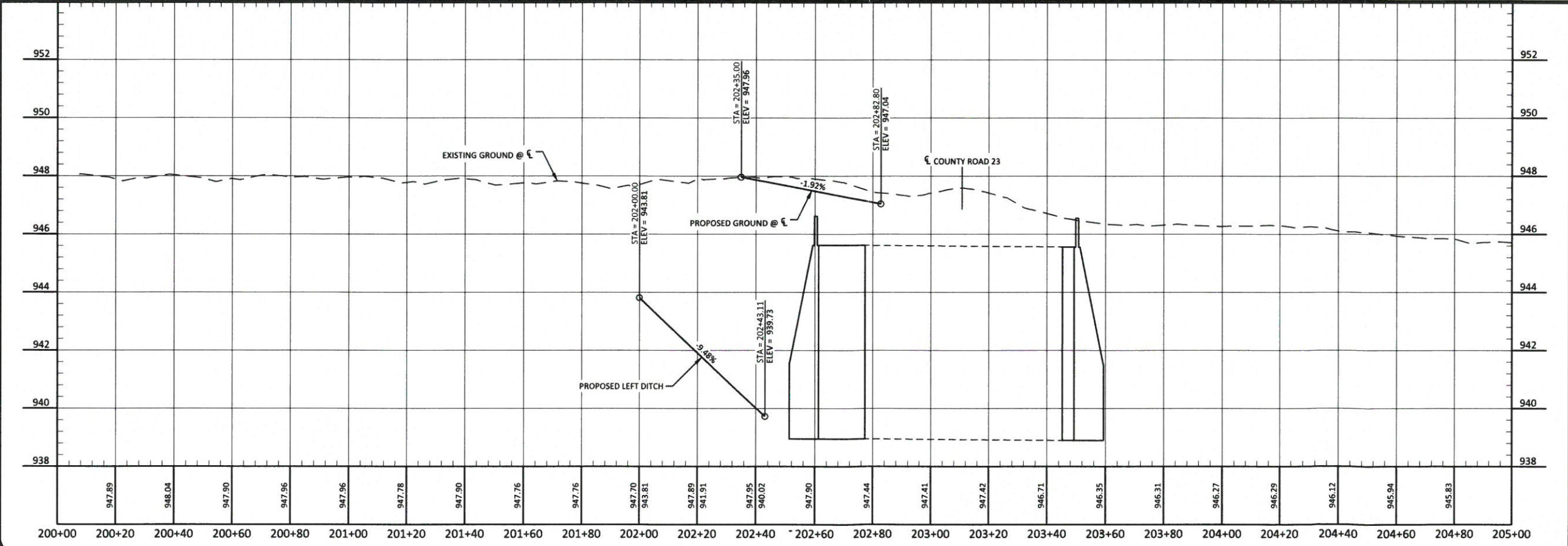


SPEC BID ITEM	QTY	UNIT
714 PIPE CORR STEEL .109IN 36IN Sta 202+48.85	128	LF
714 FLAP GATE 36IN Sta 202+45.85 LI	2	EA



LEGEND

6" COMMERCIAL GRADE HOT MIX ASPHALT & 12" AGGREGATE BASE COURSE CL 5



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No.	Revision	Date	By

HOUSTON
engineering, inc.

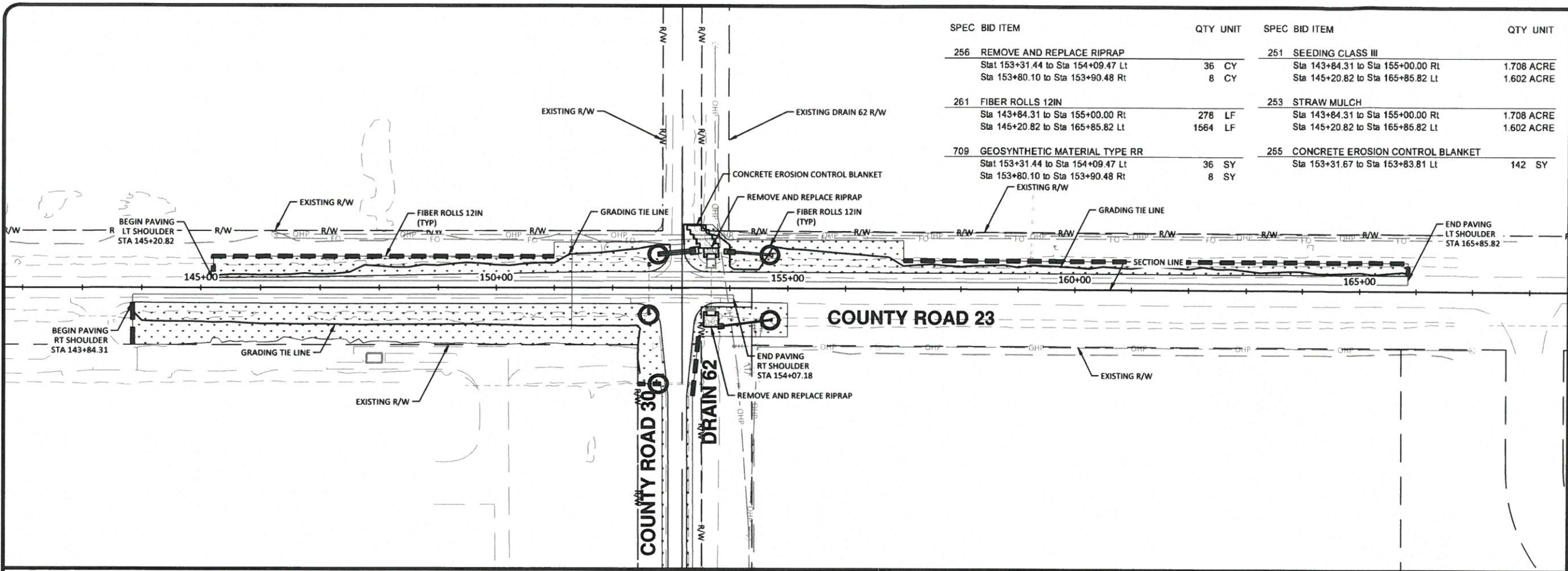
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JER
8/28/2023
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AMR
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CASS COUNTY ROAD 23/CASS COUNTY ROAD 30
CASS COUNTY HIGHWAY DEPARTMENT
CASSELTON, ND

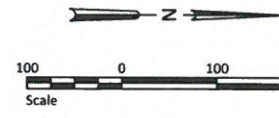
PLAN & PROFILE
PROJECT NO. CH2403

SHEET
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SPEC BID ITEM	QTY	UNIT	SPEC BID ITEM	QTY	UNIT
256 REMOVE AND REPLACE RIPRAP Sta 153+31.44 to Sta 154+09.47 Lt Sta 153+80.10 to Sta 153+90.48 Rt	36	CY	251 SEEDING CLASS III Sta 143+84.31 to Sta 155+00.00 Rt Sta 145+20.82 to Sta 165+85.82 Lt	1.708	ACRE
	8	CY		1.602	ACRE
261 FIBER ROLLS 12IN Sta 143+84.31 to Sta 155+00.00 Rt Sta 145+20.82 to Sta 165+85.82 Lt	278	LF	253 STRAW MULCH Sta 143+84.31 to Sta 155+00.00 Rt Sta 145+20.82 to Sta 165+85.82 Lt	1.708	ACRE
	1564	LF		1.602	ACRE
709 GEOSYNTHETIC MATERIAL TYPE RR Sta 153+31.44 to Sta 154+09.47 Lt Sta 153+80.10 to Sta 153+90.48 Rt	36	SY	255 CONCRETE EROSION CONTROL BLANKET Sta 153+31.67 to Sta 163+83.81 Lt	142	SY
	8	SY			



LEGEND

SEEDING CLASS III STRAW MULCH	
CONCRETE EROSION CONTROL BLANKET	
REMOVE AND REPLACE RIPRAP	
FIBER ROLLS 12IN	
INLET PROTECTION	

No.	Revision	Date	By



Drawn by
JER
Date
8/28/2023
Checked by
AMR
Scale
AS SHOWN

CASS COUNTY ROAD 23/CASS COUNTY ROAD 30
CASS COUNTY HIGHWAY DEPARTMENT
CASSELTON, ND

PERMANENT EROSION CONTROL
PROJECT NO. CH2403



Finance Office

Telephone: 701-241-5600

Fax: 701-241-5728

SMB-FIN@casscountynd.gov

September 27, 2023

Board of County Commissioners
Cass County Government
211 9th Street South
Fargo ND 58103

Re: Courthouse ATM

Dear Commissioners:

In June 2014, the Cass County Commission authorized the addition of an ATM in the Cass County courthouse. This ATM was placed in addition to an already existing ATM located in the county jail. The courthouse averages 35 transactions per month and the jail averages 230 transactions per month.

Monthly revenue earned by each ATM is based on a per transaction rate that starts to accumulate after 50 transactions have been achieved. Effective September 29th, 2023, the ATM surcharge is set to increase to \$3.95 per transaction. As such, the county's revenue is also set to increase from \$0.50 to \$1.75 per transaction.

Bank compliance and regulations require an agreement to be in place. As such, Cass County has been presented with a one-year, 1-page Agreement to review, sign, and return to Card Care systems, Inc.

Sincerely,

Brandy Madrigga
Cass County Finance Director

SUGGESTED MOTION:

Move to authorize the Chair to sign a one-year ATM Placement Agreement with Card Care Systems, Inc.



CONTRACT APPROVAL

REQUIRED BY DEPARTMENT:

DEPARTMENT: Finance Office DATE OF REQUEST: 09-28-2023

COMPANY REQUESTING CONTRACT: Card Care Systems, Inc.

BRIEF PROJECT DESCRIPTION: ATM Agreement

NEW CONTRACT OR CONTRACT RENEWAL

REQUIRED BY STATE'S ATTORNEY OFFICE:

STATE'S ATTORNEY SIGNATURE: _____ DATE _____

STATE'S ATTORNEY COMMENTS:

September 20, 2023

To Whom it may concern,
CASS COUNTY COURT HOUSE

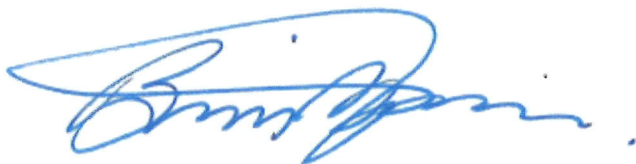
We would like you to know that we are so grateful for our business relationship with you. There are changes that are occurring in the ATM industry that we want to make you aware of.

Due to bank compliance and regulations, we are required to have an Agreement in place with you. Along with this letter you will find our one-year, large print, 1-page Agreement. Please read and review the enclosed Agreement. If you agree to the terms, please sign and return in the self-addressed and stamped envelope. If you have any questions or concerns about the Agreement please do not hesitate to call.

The second change we want to make you aware of is the surcharge increase at the terminal to \$3.95 starting September 29th, 2023. As you know, the cost of fuel and equipment has gone up dramatically in the last several years so to keep serving you to the best of our ability, we need to make a small increase across the board. The good news for you is that your income will not be affected.

As always, we value your opinion. Without you we wouldn't be in business.

Brian Jones
President



Card Care Systems, Inc
ATM Placement Agreement(Full Service)

This ATM Placement Agreement (“Agreement”) is made on _____ (“Effective Date”) between **Card Care Systems, Inc and its assigns (“CCS”)**, and _____ (“Proprietor”). Whereas CCS and Proprietor have agreed that CCS will place one automated teller machine (“ATM”) in the place of business of Proprietor at the address _____ (“Location”) to be filled by Card Care Systems Inc (“Operator”).

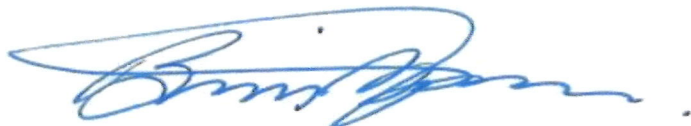
Both parties agree to the following additional terms:

1. **Basic Agreement:** CCS is granted the right to place and operate an ATM **at no cost to Proprietor**.
2. **Term:** This agreement shall be in effect for a term of **1 year** from the Effective Date (“Initial Term”). Upon the expiration of the Initial Term, this agreement will automatically renew for subsequent additional terms of **1 year** (each a “Renewal Term;” the Initial Term and Renewal Terms, together, the “Term”), each on the same terms and conditions as provided herein, unless either party provides the other with written notice that it will not renew the agreement at least thirty days prior to end of the Initial Term or then-current Renewal Term.
3. **Exclusivity:** During the term of this agreement no other ATM may be operated at the Location.
4. **Electrical:** Proprietor must provide a standard electrical outlet. CCS is not responsible for electrical costs from ATM operation. Proprietor must not allow any person to disconnect or interfere with the ATM’s operation/connectivity at any time unless authorized by a CCS representative.
5. **Installation:** CCS will install the ATM at its sole expense. For security purposes the ATM must be secured.
6. **Maintenance:** CCS shall provide all labor involved with service and maintenance of the ATM.
7. **Network Connections:** Operator will provide wireless ATM connectivity hardware if no internet/phone line is available.
8. **Cash Loading:** The Operator will supply the ATM with regularly scheduled cash replenishment.
9. **ATM Disputes:** In the event that any ATM transaction is disputed by a cardholder, Operator will resolve the dispute.
10. **ATM Ownership:** The ATM and the cash within the ATM’s vault shall remain the property of the Operator.
11. **Location Acquisition:** CCS requests the opportunity to assign this agreement to any future company that may acquire Proprietor.
12. **Right of Termination:** If after the initial term ATM usage is low so as to not justify the continued investment of CCS’s ATM in the Location, CCS may unilaterally terminate the Agreement and remove the ATM.
13. **Accessibility:** CCS and its contractors have right to enter premises for matters relating to the ATM.
14. **Liability:** Operator is liable for the ATM and vaulted cash in the event of theft or damages of the ATM. CCS bears no liability to damages to the Location in the event of theft or attempted
15. **Compliance:** CCS guarantees that the ATM provided will be PCI, EMV and ADA compliant.
16. **Counterparts:** This agreement may be signed in one or more counterparts, including: scan, fax, or e-sign.
17. **Payment to Proprietor:** Surcharge income is paid monthly (after every 5th business day) via ACH transfer.

Acknowledged and agreed to by:

CCS, INC.

Brian A. Jones (President)



(Signature / Printed Full Name)

Contact

X _____

(Contact Name and Phone number)

X _____

(Signature / Printed Full Name)

Questions? Call us at **1-888-235-7590**

Print & Sign: A signed copy can be returned via **fax** to **701-235-3090** or via **email** to cardcare@cardcaresystems.net