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# Office of the Sheriff

Jesse Jahner, Sheriff

September 10, 2024

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

Re: Request to sign ND Traffic Safety Grant for 2025 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: Speed; Distracted Driving; impaired driving; and underage drinking.

*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

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**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



**CONTRACT APPROVAL**

**REQUIRED BY DEPARTMENT:**

DEPARTMENT: Sheriff's Office DATE OF REQUEST: 09-10-2024

COMPANY REQUESTING CONTRACT: North Dakota Department of Transportation

BRIEF PROJECT DESCRIPTION: Traffic Safety Grant for fiscal year 2025

     NEW CONTRACT OR   x   CONTRACT RENEWAL

**REQUIRED BY STATE'S ATTORNEY OFFICE:**

STATE'S ATTORNEY SIGNATURE: \_\_\_\_\_ DATE \_\_\_\_\_

STATE'S ATTORNEY COMMENTS:

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**MEMO:** Ronald J. Henke  
Director

**FROM:** Sheila Kitzan  
Highway Safety Division

**DATE:** September 6, 2024

**SUBJECT:** Contract Explanation

The purpose of this contract is to provide funding to the Cass County Sheriff's Department to participate in the statewide law enforcement overtime programs.

The total contract budget is \$44,500.

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

12/slk  
Attachment

NDDOT Contract No. 12241246  
Project No. PHSPOP2599-07-00,  
PHSPSC2507-04-00, PHSPID2510-02-00,  
PHSPID2510-12-00, & PHSPDD2511-02-00

**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, 20.616, 20.608

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

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

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

**AWARD NAME:** Speed Enforcement  
**FAIN No.:** 69A37523300004020NDO

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

**FAIN No.:** 69A37524300004020NDO

**Federal Award Date:** November 27, 2023  
**Total Federal Award Amount:** \$2,810,775.00

**AWARD NAME:** Distracted Driving Enforcement  
**FAIN No.:** 69A3752430000405ENDL

**Federal Award Date:** November 27, 2023  
**Total Federal Award Amount:** \$228,117.97

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

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

**FAIN No.:** 69A37524300001640NDA

**Federal Award Date:** April 30, 2024  
**Total Federal Award Amount:** \$912,417.00

**AWARD NAME:** Click It or Ticket  
**STATE FUNDED**

**Budget Start Date:** October 1, 2024  
**Performance Start Date:** October 1, 2024  
**Indirect Cost Rate:** N/A

**Budget End Date:** September 30, 2025  
**Performance End Date:** September 30, 2025  
**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, 2024, and shall end September 30, 2025.

**Section 3 - Reimbursement:**

NDDOT shall reimburse the Contractor for costs incurred under the terms of this contract, not to exceed \$33,500. 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.

NDDOT shall reimburse the Contractor for costs incurred under the terms of this contract, not to exceed \$11,000. 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

NAME (TYPE OR PRINT)

DIRECTOR (TYPE OR PRINT)

SIGNATURE

SIGNATURE

SS

DATE

APPROVED as to substance by:

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 **\$437,500 per person and \$1,750,000 per occurrence**. The minimum limits of liability required of the State are **\$437,500 per person and \$1,750,000 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 6-24



# AGREEMENT FOR PARTICIPATION IN THE NORTH DAKOTA HIGHWAY SAFETY PLAN

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## Attachment 1 – Enforcement Overtime Calendar for FFY 2025

### 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. PHSP0P2599-07-00

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

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

The Contractor 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. PHSPID2510-02-00

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. PHSPID2510-12-00

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. PHSPDD2511-02-00**

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 *Put the Phone Away or 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. PHSPSC2507-04-00**

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, 2025. ***Vouchers received after November 14, 2025, 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. PHSPOP2599-07-00 / STATE FUNDED**

**DIRECT COSTS**

Overtime wages	\$11,000
Mileage	<u>\$ 0</u>
<b>PROJECT TOTAL</b>	<b><u>\$11,000</u></b>

**Participation**

Federal	100%	\$11,000
State	-	
Local	-	

### *IMPAIRED DRIVING (ID) ENFORCEMENT BUDGET*

#### **PROJECT NO. PHSPID2510-02-00 / ALN NO. 20.608**

**DIRECT COSTS**

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

**Participation**

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

*UNDERAGE DRINKING (UA) ENFORCEMENT BUDGET*

**PROJECT NO. PHSPID2510-12-00 / ALN NO. 20.608**

**DIRECT COSTS**

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

**Participation**

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

*DISTRACTED DRIVING (DD) ENFORCEMENT BUDGET*

**PROJECT NO. PHSPDD2511-02-00 / ALN NO. 20.616**

**DIRECT COSTS**

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

**Participation**

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

*SPEED (SC) ENFORCEMENT BUDGET*

**PROJECT NO. PHSPSC2507-04-00 / ALN NO. 20.600**

**DIRECT COSTS**

Overtime wages		\$6,500
Mileage		\$ <u>0</u>
<b>PROJECT TOTAL</b>		<b><u>\$6,500</u></b>

**Participation**

Federal	100%	\$6,500
State	-	
Local	-	



## OCCUPANT PROTECTION (OP) ENFORCEMENT DATES

Enforcement Dates	Enforcement Log Due Date	Reimbursement Voucher Due Date
November 1 – December 12, 2024	12/17/2024	1/31/2025
*May 1 - June 1, 2025	6/6/2025	6/30/2025

\*May 19 – June 1, 2025, 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 13, 2024 – January 31, 2025	2/5/2025	3/15/2025
March 1 – March 31, 2025	4/5/2025	5/15/2025
<b>**August 15 – September 1, 2025</b>	9/6/2025	10/15/2025

\*December 13, 2024 – January 1, 2025, is the National “Drive Sober or Get Pulled Over” (DSOGPO) Campaign. ND extends the enforcement campaign until January 31, 2025.

\*\*August 15– September 1, 2025, 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 4, 2025	8/8/2025	9/13/2025

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, 2025	5/5/2025	6/15/2025
September 1 – 30, 2025	10/5/2025	10/31/2025

\*April 1 – 30, 2025 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 B

## **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: 2025

**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](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) <sup>[1]</sup> 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](http://www.trafficsafety.org). The NHTSA website ([www.nhtsa.gov](http://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.

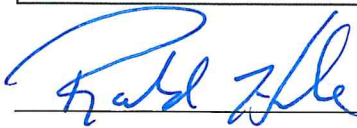
### **SECTION 402 REQUIREMENTS**

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



8/1/24

Signature Governor's Representative for Highway Safety

Date

Ronald J. Henke

Printed name of Governor's Representative for Highway Safety

**Certificate Of Completion**

Envelope Id: 4E3492CAB37D4975B9008D055FFA3643

Status: Sent

Subject: SO Cass Contract #12241246

Contract Number: 12241246

PCN:

Source Envelope:

Document Pages: 40

Signatures: 0

Envelope Originator:

Certificate Pages: 3

Initials: 1

Sheila Kitzan

AutoNav: Enabled

608 E Boulevard Ave

Enveloped Stamping: Enabled

Bismarck, ND 58505

Time Zone: (UTC-06:00) Central Time (US & Canada)

skitzan@nd.gov

IP Address: 165.234.92.127

**Record Tracking**

Status: Original

Holder: Sheila Kitzan

Location: DocuSign

9/9/2024 11:31:28 AM

skitzan@nd.gov

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Pool: Carahsoft OBO North Dakota Department of

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Transportation CLOUD

**Signer Events**

**Signature**

**Timestamp**

Shannon Sauer

ssauer@nd.gov

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Signed: 9/9/2024 4:10:23 PM

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

Signature Adoption: Pre-selected Style

Using IP Address: 165.234.253.12

**Authentication Details**

SMS Auth:

Transaction: 3820d94f-6a2e-453f-96d8-9a81758447a7

Result: passed

Vendor ID: TeleSign

Type: SMSAuth

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Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Karin Mongeon

kamongeon@nd.gov

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

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

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

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
Sheila Kitzan skitzan@nd.gov North Dakota Highway Patrol Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; text-align: center; color: blue; font-weight: bold; font-size: 1.2em;">VIEWED</div> Using IP Address: 165.234.253.12	Sent: 9/9/2024 11:31:54 AM Viewed: 9/9/2024 3:55:13 PM Completed: 9/9/2024 3:56:34 PM

Agent Delivery Events	Status	Timestamp
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Keenan Zundel ZundelK@casscountynnd.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		Sent: 9/9/2024 4:10:28 PM Viewed: 9/10/2024 8:37:47 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) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
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Carbon Copy Events	Status	Timestamp
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DOT Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
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<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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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

Kelly Aberle

kaberle@nd.gov

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	9/9/2024 11:31:54 AM
Envelope Updated	Security Checked	9/9/2024 3:56:34 PM
Envelope Updated	Security Checked	9/9/2024 3:56:34 PM
Envelope Updated	Security Checked	9/9/2024 3:56:34 PM
Envelope Updated	Security Checked	9/9/2024 3:56:34 PM
Envelope Updated	Security Checked	9/9/2024 3:56:34 PM
Envelope Updated	Security Checked	9/9/2024 3:56:34 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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