METROCOG Fargo-Moorhead Metropolitan Council of Governments

Case Plaza Suite 232 | One 2nd Street North
Fargo, North Dakota 58102-4807
p: 701.532.5100 | f: 701.232.5043
e: metrocog@fmmetrocog.org
www.fmmetrocog.org

The 661st Policy Board Meeting
Fargo-Moorhead Metropolitan Council of Governments
THURSDAY, November 19, 2026 – 2:00 PM
AGENDA

1. Call to Order and Introductions
   a. Introductions & Roll Call
   b. Approve Order and Contents of the Overall Agenda — Action Item
   c. Approve Meeting Minutes of October 15, 2026 — Action Item
   d. Approve November 19, 2026 Accounts Payable (bills list) — Action Item
2. Consent Agenda — **Action Item**
   a. October 2026 End-of-Month Report
   b. Assistant Transportation Planner Offer of Employment
   c. 2027 Health/Dental/Vision Insurance Plan from BCBS-ND
   d. 2027 Public Meeting Schedules
   e. 2027 MnDOT State Planning Grant Agreement
3. Regular Agenda
   a. Public Comment Opportunity — Public Input
   b. 2027-2030 TIP Revision #1 — **Action Item**
   c. 2055 Streets & Highways Modal Plan Consultant Selection — **Action Item**
   d. 2027 Bicycle & Pedestrian Regional Plan Consultant Selection — **Action Item**
   e. Amendment #1 to ATAC-Moorhead Contract Addendum — **Action Item**
   f. 2027 NDDOT CPG Contract — **Action Item**
4. Additional Business — Information Item
5. Adjourn

REMINDER: The next Metro COG Policy Board Meeting will be held
Thursday, December 17, 2026 at 2:00 PM.

Metro COG is encouraging citizens to provide their comments on agenda items via email to Angela Brumbaugh at brumbaugh@fmmetrocog.org. To ensure your comments are received prior to the meeting, please submit them by 8:00 AM on the day of the meeting and reference which agenda item your comments address. If you would like to appear via video or audio link for comments or questions on a regular agenda or public hearing item, please provide your e-mail address and contact information to the above e-mail at least one business day before the meeting. Any virtual attendees who refuse to identify themselves will be disconnected.

Please use the following link to join this meeting online:

https://us02web.zoom.us/j/89719103440?pwd=5joY7ACfXW8cnJgll8tgT3YaQEk1Mv.1

Bolded Action Items require roll call votes.

Full Agenda packets can be found on the Metro COG Web Site at http://www.fmmetrocog.org

NOTE: Given the participation of Fargo City Commissioners at Policy Board meetings, such meetings may constitute open public meetings of the City of Fargo.

Metro COG is committed to ensuring all individuals, regardless of race, color, sex, age, national origin, disability/handicap, sexual orientation, and/or income status have access to Metro COG's programs and services. Meeting facilities will be accessible to mobility impaired individuals. Metro COG will make a good faith effort to accommodate requests for translation services for meeting proceedings and related materials. Please contact Angela Brumbaugh at 701-532-5100 at least five days in advance of the meeting if any special accommodations are required for any member of the public to be able to participate in the meeting.

660th Policy Board Meeting
Fargo-Moorhead Metropolitan Council of Governments
Thursday, October 15, 2026 – 4:00 PM

Members Present:

Duane	Breitling	Cass County Commission
Rachel	Dwyer	Horace City Council
Tyler	Erickson	West Fargo City Commission
Nikki	Gullickson	Fargo City Commission
Chuck	Hendrickson	Moorhead City Council
Nicole	Mattson	Moorhead City Council
Sebastian	McDougall	Moorhead City Council
Jenny	Mongeau	Clay Co. Commission
Chad	Peterson	Fargo City Commission
Art	Rosenberg	Fargo Planning Commission
Patti	Stedman	West Fargo City Commission
Dave	Steichen	Dilworth City Council
John	Strand	Fargo City Commission

Members Absent:

Thomas	Schmidt	Fargo Planning Commission
Maranda	Tasa	Fargo Planning Commission
Michelle	Turnberg	Fargo City Commission
Mike	Reitz	MATBUS Representative
Aaron	Murra	NDDOT Fargo District Engineer *(ex-officio)*
Shiloh	Wahl	MnDOT District 4 Engineer *(ex-officio)*

Others Present:

Adam	Altenburg	Metro COG
Karissa	Beierle Pavek	Metro COG
Angela	Brumbaugh	Metro COG
Ben	Griffith	Metro COG
Michael	Maddox	Metro COG
Linghao	Zhang	Metro COG
Will	Hutchings	NDDOT - Local Government Division

DRAFT

1a. MEETING CALLED TO ORDER, WELCOME, AND INTRODUCTIONS, convened

The meeting was called to order at 4:00 PM, on October 15, 2026 by Chair Stedman, noting a quorum was present.

1b. Approve Order and Contents of the Revised Agenda with 2c. added for 2027 NDDOT Title VI Assurances, approved

Chair Stedman asked for approval for the revised agenda.

***MOTION*: Approve the contents of the revised Agenda of the October 15, 2026 Policy Board Meeting.**
Mr. Henderson moved, seconded by Mr. McDougall
***MOTION*, passed**
Motion carried unanimously.

1c. Approve Meeting Minutes of September 17, 2026

Chair Stedman asked for approval of the Minutes of the September 17, 2026 Meeting.

***MOTION*: Approve the September 17, 2026 Policy Board Meeting Minutes.**
Mr. Breitling moved, seconded by Mr. Peterson
***MOTION*, passed**
Motion carried unanimously.

1d. Monthly Account Payables, approved

Chair Stedman asked for approval of the October 15, 2026 Accounts Payable as listed on Attachment 1d.

***MOTION*: Approve the October 15, 2026 Accounts Payable List.**
Mr. Breitling moved, seconded by Mr. Henderson
***MOTION*, passed**
Motion carried unanimously.

2. CONSENT AGENDA

Chair Stedman asked for approval of the Items on the Consent Agenda.

a. September 2026 End-of-Month Report
b. Metro COG Q3 Report
c. 2027 NDDOT Title VI Assurances

***MOTION*: Approve Items a-c on the Consent Agenda.**
Mr. Breitling moved, seconded by Mr. Peterson
***MOTION*, passed**
Motion carried unanimously.

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3. REGULAR AGENDA

3a. Public Comment Opportunity

No public comments were provided or received.

3b. West Perimeter Roadway Study – Final Report

Mr. Maddox presented the final report on the West Metro Perimeter Roadway Study. He stated the study was requested by Cass County and started in 2023.

HDR was contracted to develop ring-route alternatives. Originally the study focused on the north and south sides of the region because the east-west connections were already in place as designated roadway crossings of the Metro Flood Diversion Project.

As the study developed, control of any future roadways was an issue since both NDDOT and Cass County were not interested in adding roadway miles to construct and maintain. There were also local jurisdictions which had issues with potential roadway alignments and cross-section designs.

There were questions from the Policy Board members regarding recreational uses and components along the Diversion route, as identified in previous studies and plans. Mr. Maddox responded that it was his understanding that the recreation component is to be developed in the future by the public-private partnership operating the Diversion facilieies.

***MOTION:* Receive and File the West Metro Perimeter Roadway Study.**
Mr. Strand moved, seconded by Mr. Breitling
***MOTION*, passed**
Motion carried unanimously.

4. Additional Business

Mr. Griffith reported that the TIP and UPWP were submitted to oversight agencies for review and approval and comments were beginning to be received. He also stated that Metro COG staff was waiting to see if the assurances approved earlier in today's meeting needed to be included in the recently-approved Title VI update. Mr. Hutchings is checking with NDDOT Office of Civil Rights.

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Mr. Griffith reminded the attendees that the Policy Board will meet at 2:00 PM in November and December because of the Diversion Board meetings at 3:30 PM.

There was no other business brought before the Policy Board by any of the attendees.

5. Adjourn

The 660th Meeting of the FM Metro COG Policy Board held Thursday, October 15, 2026 was adjourned by Chair Stedman at 4:51 PM.

Mr. Peterson moved, seconded by Ms. Dwyer.

THE NEXT FM METRO COG POLICY BOARD MEETING WILL BE HELD THURSDAY, November 19, 2026 at 2:00 PM.

Respectfully Submitted,

Angela Brumbaugh
Office Manager

DRAFT

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To: Policy Board members
From: Ben Griffith, AICP, Executive Director
Date: November 11, 2026
Re: **Assistant Transportation Planner Offer of Employment**

Metro COG has had a vacant Assistant Transportation Planner position since this past July. The position was posted on the Metro COG website, as well as various job posting sites. Several applications were received and three applicants were interviewed. Additional applications were received and two more applicants were interviewed. After careful deliberation, the interview team selected Asad Ali as the best candidate. The Employment Offer Letter which Asad has accepted and signed with a potential start date of December 1.

At their regularly scheduled meeting on November 2, the Executive Committee recommended approval of the Employment Offer Letter and directed Metro COG staff to place the item on the November 19 Policy Board consent agenda.

Requested Action: Approval of the Employment Offer Letter to Asad Ali for Metro COG's vacant Assistant Transportation Planner position.

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October 23, 2026

Asad Ali
5207 – 33rd Avenue S.
Apt. 212
Fargo, North Dakota 58104

Subject: Offer of Employment as Assistant Transportation Planner

Dear Mr. Ali,

Thank you for your interest in the Assistant Transportation Planner position at Metro COG. As we have discussed, we believe your education, skills, experience and interest in learning will be a great addition to the organization. We are happy to offer you the position of Assistant Transportation Planner and look forward to your starting in the position. The following are terms of employment for your consideration:

1. You will hold the title of Assistant Transportation Planner with an annualized salary of $73,913 (Grade 13/Step 2) for this position. While there are no guarantees of annual salary updates, Metro COG's Policy Board typically approves an increase to our pay ranges on an annual basis, effective January 1st after receiving feedback on the annual salary adjustments being implemented by the local jurisdictions in our region.

2. Upon successful completion of Metro COG's six-month probationary period, you will be advanced to Grade 13/ Step 3 at an annualized salary of $75,954, or to the adjusted 2027 amount.

3. Annual salary step increases are implemented in the first pay period following your employment anniversary, provided you have been successfully carrying out the requirements of your position as determined by the Executive Director.

4. Metro COG health, dental and vision benefits are effective either the 16th or 1st of the month, dependent on your starting date of employment. Metro COG employees share in the cost of our individual insurance premiums based on percentages established by our Policy Board. The currently approved percentages result in employees covering 30 percent of health insurance coverage, 25 percent of dental coverage, and 30

percent of vision coverage, with Metro COG paying the remaining percentage.

5. Health Savings Account – Metro COG participates in a High-Deductible Health Plan through Blue Cross Blue Shield of ND currently. Metro COG will match an employee's contribution into their Health Savings Account (through Wex) up to 50 percent of the deductible. This amount will be prorated for the remainder of 2026. The Single deductible for 2026 is $3,400 and $6,800 for family.

6. On-the-job training will be provided as well as opportunities to participate in on-line training, attendance at off-site training and other training opportunities as they become available.

7. Retirement Savings – Metro COG matches up to three percent (3%) of an employee's annual salary if the employee agrees to participate at the same or greater rate. Participation in the program is optional. Simple IRA Retirement Plan.

8. Life and Accidental Death and Dismemberment (AD&D) and Long-Term Disability Insurance – Metro COG provides a $50,000 life insurance policy and a $50,000 AD&D policy. These policies are active as of the first day of employment. Long Term Disability insurance is also provided as a benefit. Metro COG also offers participation in a Short-Term Disability Insurance policy, but the premium must be paid by the employee.

9. Employee Assistance Program – Metro COG provides each employee access to an Employee Assistance Program (EAP), which can help with financial problems, relationship or family difficulties, mental health, substance abuse or work conflicts. The program is strictly confidential.

10. Probationary Period - As with all Metro COG employees, your employment is subject to a six-month probationary period consistent with our employment policies. Your employment may be terminated by you or Metro COG at will and without cause during that period.

11. Lawful Status – As a condition of your employment with Metro COG, you are required to maintain lawful status in the United States and comply with all of the terms and conditions contained within your visa classification. If you fail to maintain your lawful status and/or fail to comply with the terms and conditions of your visa classification, you may be terminated from your position with Metro COG.

12. Vacation, Sick Leave, Compensation Time, and Holidays – Regular employees with less than three years of services will accumulate vacation time with pay at the rate of eight hours for each month of service (12 days per year). Regular employees also accrue sick leave at the rate of one day per month (12 working days per year). If an employee works extra hours, the extra hours are recorded as compensation time. Comp time carries over from one pay period to the next if not used during the same pay period. A maximum of 40 hours may be accumulated. Metro COG employees are entitled to the following paid holidays:

    - New Year's Day
    - Presidents Day
    - Good Friday
    - Memorial Day
    - Independence Day
    - Labor Day
    - Veterans Day
    - Thanksgiving Day
    - Day after Thanksgiving
    - Christmas Eve Day (½ day)
    - Christmas Day

    Good Friday is considered a floating holiday, and if you decide to work that day, your vacation time will be credited with eight hours if not used during the pay period in which Good Friday occurs.

Our work week is from 8:00 AM – 5:00 PM (1-hour unpaid lunch) for a total of 40 hours. There may be some flexibility in the work schedule, with approval from the Executive Director.

Drug Free Workplace. Metro COG believes strongly in making the work environment of all employees free of drugs and the accompanying abuses. Further, the Drug-Free Workplace Act of 1988 mandates that federal contractors initiate and maintain a drug free workplace for their employees. Accordingly, all employees are informed as follows:

> *The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace and employees found to have engaged in any of the above activities will be subject to disciplinary action, up to and including termination.*

If the aforementioned terms meet with your approval, please indicate your acceptance with your signature in the space provided below and return it to

me as soon as possible. On behalf of Metro COG, I look forward to working with you and helping you contribute to the success of our region, our agency, and your career. If you have any questions, please do not hesitate to contact me directly at 701-532-5103 or via e-mail at griffith@fmmetrocog.org.

Yours in public service,

Ben Griffith, AICP, Executive Director
FARGO-MOORHEAD METROPOLITAN COUNCIL OF GOVERNMENTS

I, Asad Ali, accept the terms of employment provided in this letter and certify that I understand and will comply with these terms.

Asad Ali
Signature

10/26/2026
Date

12/01/2026
Anticipated Starting Date

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To: Policy Board members
From: Ben Griffith, AICP, Executive Director
Date: November 11, 2026
Re: **2027 Health/Dental/Vision Insurance from BCBS-ND**

Angela and I met with our Blue Cross Blue Shield-ND (BCBS-ND) representative on October 19 to discuss Metro COG's 2027 premiums for health, dental and vision insurance. We were informed that our 2027 health insurance premiums were going to increase by 10.86%. For reference, our 2026 health insurance premiums increased by 3.7% and by 12.92% in 2025. While premiums increased 10.86%, because everyone is another year older, each person's rate ranged from 12.51% to 17.29% for an average of 14.48%, compared to an average of 5.4% in 2026.

Metro COG expected higher premiums, so these costs can be accommodated by our programmed budget amounts in the 2027-2028 UPWP (Unified Planning Work Program) & Budget, which was adopted by the Policy Board on September 17 and has now been approved by FHWA-ND.

The deductible for Metro COG's plan increased from $3,400 to $3,500 for individuals and from $6,800 to $7,000 for families. This plan is about the mid-range of all the health plans offered by BCBS-ND. As part of Metro COG's employee benefits package, the organization funds 50% of each staff member's annual health deductible. These employer contributions are deposited into each employee's Health Savings Account (HSA) administered by Wex.

Recommendation: Approval to continue with Metro COG's current BCBS-ND' BlueDirect Gold 100 3500 HDHP plan for Health, Dental and Vision insurance coverage and increase the 2027 HSA contribution to $1,750 for individuals and $3,500 for families.

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services **Coverage Period: Beginning on or after 01/01/2027**
BCBSND: BlueDirect Gold 100 3500 **Coverage for:** Individual, Parent and Child, Parent and Children, Two Person, Family | **Plan Type:** PPO

The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-833-220-7903 or visit www.bcbsnd.com/plandocuments. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at https://www.healthcare.gov/sbc-glossary or call 1-833-220-7903 to request a copy.

Important Questions	Answers	Why this Matters:
What is the overall deductible?	For network providers **$3,500** individual / **$7,000** parent and child / **$7,000** parent and children / **$7,000** two person / **$7,000** family For out-of-network providers **$7,000** individual / **$14,000** parent and child / **$14,000** parent and children / **$14,000** two person / **$14,000** family	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.
Are there services covered before you meet your deductible?	Yes, preventive care.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost-sharing and before you meet your deductible. See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/.
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	For network providers **$3,500** individual / **$7,000** parent and child / **$7,000** parent and children / **$7,000** two person / **$7,000** family For out-of-network providers **$10,500** individual / **$21,000** parent and child / **$21,000** parent and children / **$21,000** two person / **$21,000** family	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premiums, balance-billed charges and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.

Will you pay less if you use a network provider?	Yes. See www.bcbsnd.com/find-a-doctor or call 1-833-220-7903 for a list of network providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	No.	You can see the specialist you choose without a referral.



All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	0% coinsurance	20% coinsurance	None
	Specialist visit	0% coinsurance	20% coinsurance	None
	Preventive care/screening/ immunization	No charge	Not covered	You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	0% coinsurance	20% coinsurance	None
	Imaging (CT/PET scans, MRIs)	0% coinsurance	20% coinsurance	None

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need drugs to treat your illness or condition More information about **prescription drug coverage** is available at www.bcbsnd.com/members/rx-tools	Value drugs	$5 copay/prescription; deductible does not apply (retail & mail order)	Not covered	Benefits are subject to the copay application described in the benefit plan. *See section 1.
	Preferred Generic	0% coinsurance (retail & mail order)	Not covered	None
	Generic	0% coinsurance (retail & mail order)	Not covered	
	Preferred Brand Name	0% coinsurance (retail & mail order)	Not covered	
	Brand Name	0% coinsurance (retail & mail order)	Not covered	
	Preferred Specialty	0% coinsurance	Not covered	Specialty drugs must be received from the participating specialty pharmacy network.
	Specialty	0% coinsurance	Not covered	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	0% coinsurance	20% coinsurance	None
	Physician/surgeon fees	0% coinsurance	20% coinsurance	None
If you need immediate medical attention	Emergency room care	0% coinsurance	0% coinsurance; network deductible applies	None
	Emergency medical transportation	0% coinsurance	0% coinsurance; network deductible applies	None
	Urgent care	0% coinsurance	20% coinsurance	None
If you have a hospital stay	Facility fee (e.g., hospital room)	0% coinsurance	20% coinsurance	Prior Authorization may be required.
	Physician/surgeon fees	0% coinsurance	20% coinsurance	None

*For more information about limitations and exceptions, see the plan or policy document at www.bcbsnd.com/plandocuments.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need mental health, behavioral health or substance abuse services	Outpatient services	0% coinsurance/office visit 0% coinsurance for other outpatient services	20% coinsurance/office visit 20% coinsurance for other outpatient services	Prior Authorization may be required.
	Inpatient services	0% coinsurance	20% coinsurance	Prior Authorization may be required.
If you are pregnant	Office visits	No charge	20% coinsurance	None
	Childbirth/delivery professional services	0% coinsurance	20% coinsurance	None
	Childbirth/delivery facility services	0% coinsurance	20% coinsurance	None
If you need help recovering or have other special health needs	Home health care	0% coinsurance	20% coinsurance	40 visits max/benefit period may apply. Prior Authorization may be required.
	Rehabilitation services	0% coinsurance	20% coinsurance	30 visits max/benefit period may apply for each therapy: physical, occupational and speech.
	Habilitation services	0% coinsurance	20% coinsurance	30 visits max/benefit period may apply for each therapy: physical, occupational and speech.
	Skilled nursing care	0% coinsurance	20% coinsurance	30 days max/benefit period may apply. Prior Authorization may be required.
	Durable medical equipment	0% coinsurance	20% coinsurance	Prior Authorization may be required.
	Hospice services	0% coinsurance	20% coinsurance	None
If your child needs dental or eye care	Children's eye exam	0% coinsurance	Not covered	One exam/benefit period.
	Children's glasses	0% coinsurance	Not covered	Lenses and frames are allowed 1/benefit period.
	Children's dental check-up	0% coinsurance	20% coinsurance	Routine exam allowed 2/benefit period and cleanings allowed 4/benefit period.

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Abortions (except if necessary to prevent the woman's death)
- Acupuncture
- Cosmetic surgery
- Dental care (adult)
- Infertility treatment
- Long-term (custodial) care
- Non-emergency care when traveling outside the U.S.
- Nonformulary drugs
- Private-duty nursing
- Routine eye care (adult)
- Routine foot care (except if medically necessary for members with circulatory disorders)
- Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Bariatric surgery (lifetime maximum of 1 operative procedure may apply)
- Chiropractic care (20 visits/benefit period)
- Hearing aids (1 hearing aid per ear every 3 years)

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: BCBSND at 1-833-220-7903 or www.bcbsnd.com; or the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit http://www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact: BCBSND at 1-833-220-7903 or www.bcbsnd.com; the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform; or North Dakota Insurance Department at 1-701-328-2440, 1-800-247-0560 or www.nd.gov/ndins/contact.

Does this plan provide Minimum Essential Coverage? **Yes**
Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this plan meet the Minimum Value Standards? **Yes**
If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

Language Access Services:
See BCBSND's attached disclosure for information on available language assistance services.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:

This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

The plan's overall deductible	$3,500
Specialist coinsurance	0%
Hospital (facility) coinsurance	0%
Other coinsurance	0%

This EXAMPLE event includes services like:
Specialist office visits (*prenatal care*)
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work*)
Specialist visit (*anesthesia*)

Total Example Cost	**$12,700**

In this example, Peg would pay:

Cost Sharing	
Deductibles	$3,500
Copayments	$0
Coinsurance	$0
What isn't covered	
Limits or exclusions	$60
The total Peg would pay is	**$3,560**

Managing Joe's type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

The plan's overall deductible	$3,500
Specialist coinsurance	0%
Hospital (facility) coinsurance	0%
Other coinsurance	0%

This EXAMPLE event includes services like:
Primary care physician office visits (*including disease education*)
Diagnostic tests (*blood work*)
Prescription drugs
Durable medical equipment (*glucose meter*)

Total Example Cost	**$5,600**

In this example, Joe would pay:

Cost Sharing	
Deductibles	$2,000
Copayments	$0
Coinsurance	$0
What isn't covered	
Limits or exclusions	$200
The total Joe would pay is	**$2,200**

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

The plan's overall deductible	$3,500
Specialist coinsurance	0%
Hospital (facility) coinsurance	0%
Other coinsurance	0%

This EXAMPLE event includes services like:
Emergency room care (*including medical supplies*)
Diagnostic test (*x-ray*)
Durable medical equipment (*crutches*)
Rehabilitation services (*physical therapy*)

Total Example Cost	**$2,800**

In this example, Mia would pay:

Cost Sharing	
Deductibles	$2,800
Copayments	$0
Coinsurance	$0
What isn't covered	
Limits or exclusions	$0
The total Mia would pay is	**$2,800**

The plan would be responsible for the other costs of these EXAMPLE covered services.

METROCOG Fargo-Moorhead Metropolitan Council of Governments

Case Plaza Suite 232 | One 2nd Street North
Fargo, North Dakota 58102-4807
p: 701.532.5100| f: 701.232.5043
e: metrocog@fmmetrocog.org
www.fmmetrocog.org

To: Policy Board members
From: Ben Griffith, AICP, Executive Director
Date: November 11, 2026
Re: **2027 Public Meeting Schedules**

Towards the end of each year, the Executive Director presents proposed meeting schedules for the upcoming year for the public meetings of the TTC (Transportation Technical Committee) and Policy Board. Please see the 2027 proposed public meeting schedules included with this memo.

There are a couple of items to note with the TTC and Policy Board meeting schedules. The November TTC meeting in 2027 will need to be moved to Wednesday, November 10, the day before the regular Thursday meeting, due to Veterans Day falling on Thursday, November 11 in 2027.

As we have done for the past two years, the Policy Board's meetings are being moved from 4:00 to 2:00 to accommodate the Diversion Authority Board's meeting at 3:30 the same day. Metro COG staff will be efficient with both Policy Board agendas in order to allow time to address all Policy Board business and for any members to attend the Diversion Authority Board meeting across the street at the Fargo City Commission Chambers.

At their regular meeting on November 2, the Executive Committee recommended approval of the 2027 public meeting schedule for the TTC (Transportation Technical Committee) and Policy Board.

Requested Action: Approval of the proposed 2027 Public Meeting Schedule for Metro COG's Transportation Technical Committee and Policy Board, directing Metro COG staff to post the schedules on the Metro COG website and publish the schedules in the Forum newspaper before the end of the year.

METROCOG

FM REGIONAL TRANSPORTATION PLANNING ORGANIZATION

2027 Metro COG Public Meeting Schedule

Transportation Technical Committee 10:00 AM		Metro COG Policy Board 4:00 PM	
January	14	January	21
February	11	February	18
March	11	March	18
April	8	April	15
May	13	May	20
June	10	June	17
July	8	July	15
August	12	August	19
September	9	September	16
October	14	October	21
November	10	November	18 (2:00 PM)
December	9	December	16 (2:00 PM)

Observed 2027 Federal Holidays

Date	Federal Holiday	Day of the Week
January 1	New Year's Day	Friday
February 15	Presidents' Day	Monday
May 31	Memorial Day	Monday
July 5	Independence Day	Monday
September 6	Labor Day	Monday
November 11	Veterans Day	Thursday
November 25	Thanksgiving Day	Thursday
November 26	Friday After Thanksgiving	Friday
December 23	Christmas Eve	Thursday (Half-Day)
December 24	Christmas Day	Friday

Metro COG is committed to ensuring all individuals regardless of race, color, sex, age, national origin, disability, sexual orientation, and income status have access to Metro COG's programs and services. Meeting facilities will be accessible to mobility impaired individuals. Metro COG will make a good faith effort to accommodate requests for translation services for meeting proceedings and related materials. Please contact Angela Brumbaugh, Metro COG Office Manager at 701.532.5100 at least five days in advance of the meeting if any special accommodations are required for any member of the public to be able to participate in the meeting.

Given the participation of Fargo City Commissioners at Policy Board meetings, such meetings may constitute open public meetings of the City of Fargo.

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To: Policy Board members
From: Ben Griffith, AICP, Executive Director
Date: November 13, 2026
Re: **2027 MnDOT State Planning Grant Agreement**

Each year, MnDOT distributes State Planning Grant funds to the MPOs via grant agreement, separate from CPG (Consolidated Planning Grant) funds. These state funds are intended to be used for transportation planning purposes, without the Federal "strings" attached. Metro COG's portion, based upon the Minnesota population within Metro COG's Metropolitan Planning Area (MPA) is $34,100. This amount was determined by the Minnesota Legislature in 2025 and is updated about every other year or so.

These funds require a 20% local match totaling $8,525, which is divided amongst all the local jurisdictions by the approved dues formula. The grant amount, plus the local match provides a total of $42,625, which is included in the 2027-2028 UPWP (Unified Planning Work Program) & Budget.

Contracts and agreements are generally not executed until UPWPs are approved. Metro COG's UPWP received final approval from FHWA-ND on October 29.

This year's MnDOT State Planning Grant Agreement generally utilizes the standard content of previous Agreements but was re-formatted by the MnDOT Legal Division per Legislative Direction to include verbiage related to fraud, waste, and abuse. Metro COG's attorney stated no objections with the 2027 Agreement, noting that "it is a standard Minnesota grant agreement."

Requested Action: Recommend approval of the 2027 MnDOT State Planning Grant Agreement and authorize Executive Director to execute said document.

STATE OF MINNESOTA
GRANT AGREEMENT

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and **Fargo-Moorhead Council of Governments, Case Plaza Suite 232, 1 2nd Street N, Fargo ND 58102** or their Fiscal Agent ("Grantee").

RECITALS

1. Minnesota Statutes § 174.01 authorizes the State to enter into this agreement.
2. 23 U.S.C. 134 requires a continuing, comprehensive and cooperative (3-C) transportation planning process be carried out between the state and local governments in urbanized areas.
3. Grantee has either been designated by Minnesota's Governor as the Metropolitan Planning Organization responsible, together with the State, for carrying out the provisions of 23 U.S.C. 134 or Grantee is the Fiduciary through which Metropolitan Planning Organization TIP and STIP funding is received.
4. Minnesota Statutes § 174.03, subdivision 4, authorizes the State to enter into this agreement.
5. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to Minn.Stat.§16B.98, Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

AGREEMENT TERMS

1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits

1.1 **Effective Date.** This agreement will be effective on January 1, 2027, or the date the State obtains all required signatures under Minn. Stat.§16B.98, Subd. 5, whichever is later.

1.1.1 As required by Minn.Stat.§16B.98 Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work**.**

1.2 **Expiration Date.** This agreement will expire on December 31, 2027, or when all obligations have been satisfactorily fulfilled, whichever occurs first. In the event an amendment or new Agreement is not fully executed within 60 calendar days of the stated expiration date, this Agreement will expire.

1.3 **Survival of Terms.** All sections which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following sections: Liability; Consideration and Payment; Subcontracting and Subcontract Payment; Audits Post Agreement Execution; Government Data Practices and Intellectual Property; Workers Compensation; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure.

1.4 **Exhibits.** Exhibit 1, Financial Assistance, and Exhibit 2, Invoices, are attached and incorporated into this agreement.

2 Grantee's Duties, Specifications, and Scope of Work

2.1 Grantee, who is not a state employee, will: Perform in a satisfactory and timely manner the work activities defined in its Calendar Year ("CY") 2027 Unified Planning Work Program ("UPWP"), as approved by the State, which is incorporated by reference into this agreement and retained on file in the MnDOT Office of Transportation System Management. The UPWP defines the scope of work and particular tasks to be completed by the Grantee, and includes a minimum expenditure of $3,000.00 to provide for the Grantee's participation in meetings and workshops of the Minnesota MPO Directors and for other professional development and training of the Grantee's staff.

2.2 Grantee will comply with all required grants management policies and procedures set forth through Minn.Stat.§16B.97, Subd. 4 (a) (1).

2.2.1 Utilize the MnDOT Template when preparing the Transportation Improvement Program ("TIP").

2.3 Grantee will submit written progress reports at least quarterly, and a final year-end report. Quarterly reports must be submitted no later than 30 calendar days after the reporting period, and annual reports must be submitted no later than 90 days as identified in 2 CFR 200.329. Payments will not be made under section 4.2 if a progress report is past due unless Grantee has been given a written extension by the State.

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2.4 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public purpose for the normal useful life of the asset. Grantee must obtain prior written consent of the State before any capital asset is purchased with funds from this agreement and must meet any asset reporting requirements identified by the State as part of the written consent. Capital assets have a normal useful life expectancy exceeding two years and include 1) land, 2) buildings, 3) equipment over $5,000, 4) infrastructure and 5) purchased software over $30,000. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

3 Time Grantee must comply with all the time requirements described in this Agreement. Grantee is required to complete all work detailed in Section 2 Grantee's Duties, Specifications, and Scope of Work or in the Scope of Work attached as an exhibit to this Agreement within the grant period. The State is not obligated to extend the grant period. In the performance of this grant Agreement, time is of the essence.

4 **Contracting and Bidding** Grantees must provide subrecipients with a fair solicitation process.

4.1 **Procurement Requirements.** For all procurements of goods and services supported in whole or in part with State funds, Grantee agrees to comply with the current requirements and standards of the Minn. Stat. § 471.345, Uniform Municipal Contracting Law.

5 Consideration and Payment

5.1 **Consideration.** The State will pay for all services performed by Grantee under this agreement as follows:

5.1.1 **Payment terms.** Grantee will be paid a lump sum of $34,100.00 Grantee must provide a local match of 20% as identified in Exhibit 1. The local match funds must be separate from the funds used to match any other funding source.

5.1.2 **Administrative Cost**. Administrative costs must be necessary and reasonable. Grantee may be subject to an indirect cost rate review

5.1.3 **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by Grantee as a result of this agreement will not exceed $3,000.00 provided that Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in Nonrepresented Employees Compensation Plan. Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out-of-state travel. Minnesota will be considered the home State for determining whether travel is out-of-state. Minnesota will be considered the home state for determining whether travel is out of state. For bi-state MPOs, both states within the MPO's metropolitan planning area will be considered home states. Travel and training for metropolitan transportation planning related purposes is authorized in conformity with the approved UPWP budget. Exhibit 3 lists the current Minnesota Department of Transportation Reimbursement Rates for Travel Expenses.

5.1.4 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed $34,100.00.

5.2 **Audit and Monitoring Invoices.** Grantee will submit invoices for payment by lump sum. Exhibit 2, which is attached and incorporated into this agreement, is the form Grantee will use to submit invoices. The State's Authorized Representative, as named in this agreement, will review each invoice against the approved grant budget, grant expenditures to-date, and the latest written progress report before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted timely and according to the following schedule: after the end of each calendar year quarter for 25% of the contract amount. Each invoice will include the submittal of a report documenting the tasks the MPO completed in the respective quarter. See Exhibit 2.

5.2.1 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion. Audits will be conducted using the cost principles and procedures set forth in 2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

5.2.2 **State's Payment Requirements**. State will promptly pay all valid obligations under this Agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within 10 days of discovering the error. After

State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.

5.2.3 **Grant Monitoring Visit** and **Financial Reconciliation.** If the State's total obligation under this Agreement is greater than $50,000.00, the State will conduct at least one monitoring visit and financial reconciliation of Grantee's expenditures. If the State's total obligation is greater than $250,000.00, the State will conduct at least one financial reconciliation of Grantee's expenditures and annual monitoring visits for the duration of the Agreement term.

i. **Notice**. The State's Authorized Representative will provide Grantee's Authorized Representative with prior written notice of where and when any monitoring visit and/or financial reconciliation will take place, which state employees and/or vendors will participate, and which Grantee staff members should be present.

ii. **Deficiencies**. Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by the State.

5.2.4 **Unexpended Funds.** Grantee must promptly return to the State at grant closeout any unexpended funds that have not been accounted for in a financial report submitted to the State.

5.2.5 **Closeout.** State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

5.3 **Contracting and Bidding Requirements.** Prior to publication, Grantee will submit to State all solicitations for work to be funded by this Agreement. Prior to execution, Grantee will submit to State all contracts and subcontracts funded by this Agreement between Grantee and third parties. State's Authorized Representative has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by Grantee. All contracts and subcontracts between Grantee and third parties must contain all applicable provisions of this Agreement. State's Authorized Representative will respond to a solicitation, contract, or subcontract submitted by Grantee within ten business daysd

6 Conditions of Payment

6.1 **Fraud Prevention Measures** State will issue payment for services actually performed and that meet all terms, conditions, and specifications of the Grant Agreement. If State disputes in good faith or raises questions regarding any portion of the amount owed to the Grantee or if State otherwise requires any adjustment to an invoiced amount, the State will notify Grantee in writing of the nature and basis of the dispute or adjustment. Grantee will not receive payment for work found by State to be unsatisfactory or performed in violation of federal, state, or local law. Additionally, State has authority to temporarily withhold payments in accordance with Minnesota Statutes § 15.013, subd. 7, when there is a credible allegation of fraud under investigation.

6.2 **Payment Recoupment** Grantee must repay State upon demand or State may deduct from future payments under this Agreement for any improper payments made including:

6.2.1 Any amounts paid by State for which Grantee's books, records, and other documents required to be maintained by Grantee pursuant to Section 5.2, Audit and Monitoring Invoices, and Section 13, Government Data Practices, are not sufficient to clearly substantiate that those amounts were used by Grantee to perform Specification Duties, and Scope of Work duties as specified in Section 2.

6.2.2 Any amount paid by State for services which either duplicate services covered by other grants or contracts, or for any other costs determined by State as non-allowable or ineligible;

6.2.3 Any unexpected funds that have not been accounted for in a financial report to the State.

7 Subcontracting and Subcontract Payment

7.1 **Subrecipient.** A subrecipient is a person or entity that has been awarded a portion of the work authorized by this Grant Agreement with Grantee. Grantee must document any subaward through a formal legal Agreement. Grantee must provide timely notice to State of any subrecipient(s) prior to the subrecipient(s) performing work under this Grant Agreement.

7.2 **Monitoring.** Grantee must monitor the activities of the subrecipient(s) to ensure the subaward is used for authorized purposes; is in compliance with the terms and conditions of the subaward, Minnesota Statutes § 16B.97, Subd.4 (a) (1) and other relevant statutes and regulations; and that subaward performance goals are achieved. During this Agreement, if a subrecipient is determined to be performing unsatisfactorily by the State's Authorized Representative, Grantee will receive written notification that the subrecipient can no longer be used

for this Grant Agreement.

7.3 **Performance**. No sub agreement shall serve to terminate or in any way affect the primary legal responsibility of Grantee for timely and satisfactory performance of the obligations contemplated by this Agreement.

7.4 **Payment**. Grantee must pay any subrecipient in accordance with Minnesota Statutes § 16A.1245. Grantee must pay any subrecipient or contractor for satisfactory work in a timely manner, not to exceed 30 days of receiving reimbursement or payment for services from the granting agency.

7.5 **Suspended or Disbarred Contractors.** Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota under Suspended and Debarred Vendors Minnesota Office of State Procurement or the federal government under Sam.gov.

8 Authorized Representatives

8.1 **The State's Authorized Representative is**: Dena Ryan, (or successor) Planning Program Coordinator, 395 John Ireland Blvd MS 440, St Paul, MN 55155, 651-366-5622, Dena.Ryan@state.mn.us, or their designee. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

8.2 **Grantee's Authorized Representative is**: Ben Griffith, Executive Director, Case Plaza Suite 232, 1 – 2nd Street N, Fargo ND 58102, 701-532-5103, griffith@fmmetrocog.org or their designee. If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

8.3 **Website** Under Minn. Stat. § 16B.98, If grantee has a website, the names and contact information for the grant administrator(s) and organization's leadership must be clearly published. Grantee further agrees to keep this contact information current and provide a prompt response to public inquiries about the Grant Agreement.

9 Authorized Representatives; Assignments; Waivers; Certification

9.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their designees.

9.2 **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their designees.

9.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.

9.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. If terms need to be revised this agreement will be amended formally and signed again by all parties. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

9.5 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

9.1 **Certification**. By signing this Agreement, Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

10 Liability. In the performance of this agreement, and to the extent permitted by law, Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this agreement by Grantee or Grantee's agents or employees. This clause will not be construed to bar any legal remedies Grantee may have for the State's failure to fulfill its obligations under this agreement**.**

11 Audits Post Agreement Execution

11.1 **Look Back Period** Under Minn. Stat. § 16B.98, Subd.8, Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant Agreement or transaction, are subject to examination by the State and/or the State Auditor, Legislative Auditor, Attorney General, as appropriate, for a minimum of six years from the end of this Agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

11.2 **Payment Recoupment.** State may recover payment as described in Section 6.2 "Payment Recoupment", for improper payments found during the term of the grant award, during the audit period described in this section,

or until expiration of the relevant statute of limitations, whichever is later.

11.3 **Single Audit.** Per 2 CFR 200.501, a non-federal entity that expends $1,000,000 or more in federal awards during their fiscal year must complete either a single or performance specific audit through an independent auditor. Federal audits must be submitted through the Federal Audit Clearinghouse ("FAC") at https://www.fac.gov/. The single or performance specific audit, the data collection form, and the reporting package must be submitted to the FAC within 30 calendar days after the auditee (grant recipient) receives the independent auditor's report or nine months after the end of the audit period (whichever is earlier).

12 Government Data Practices and Intellectual Property Rights

12.1 **Government Data Practices.** Grantee and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (MGDPA), as it applies to all data provided by State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Grantee under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data governed by the MGDPA by either Grantee or State. If Grantee receives a request to release the data referred to in this Section, Grantee must immediately notify and consult with State's Authorized Representative as to how Grantee should respond to the request. Grantee's response to the request will comply with applicable law.

12.2 **Intellectual Property Rights.**

Definitions. For the purpose of this Section, the following words and phrases have the assigned definitions:

12.1.1 **"Documents"** are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by Grantee, its employees, agents, or subrecipients, in the performance of this Agreement.

12.1.2 **"Pre-Existing Intellectual Property"** means intellectual property developed prior to or outside the scope of this Agreement and any derivatives of that intellectual property.

12.1.3 **"Works"** means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by Grantee, its employees, agents, and subrecipients, either individually or jointly with others in the performance of this Agreement. "Works" includes Documents.

13 **Workers Compensation.** The Grantee certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

14 **Publicity and Endorsement**

14.1 **Publicity.** Any publicity regarding the subject matter of this Agreement must identify State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Grantee individually or jointly with others, or any subrecipients, with respect to the program, publications, or services provided resulting from this grant Agreement. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on Grantee's website when practicable.

14.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.

15 **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16 **Termination; Suspension**

16.1 **Conditions of Termination or Suspension.** State or the Commissioner of Administration may unilaterally terminate this Agreement at any time, with or without cause, upon 30 days' written notice to Grantee. Upon termination, Grantee will be entitled to payment, determined on a pro-rate basis, for services satisfactorily performed. If funding is canceled, withdrawn, or terminated, State may suspend this Agreement until funding is restored. Suspension is temporary until funds become available again and does not release State from its obligations under this Agreement.

16.2 **Termination without Cause.** State or Commissioner of Administration may immediately and unilaterally

terminate this Agreement if further performance under the Agreement no longer serves State's purposes or if further performance is not in State's or the Commissioner's best interests.

16.3 **Termination for Cause**

16.3.1 **Immediate Termination.** State or Commissioner of Administration may immediately terminate this Agreement if State finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that Grantee has failed to deliver timely or accurate progress reports, or that fraudulent or wasteful activity has occurred.

16.3.2 **Criminal Offense.** Per Minnesota Statutes § 16B.991, State must immediately terminate this Agreement if Recipient is convicted of a criminal offense related to a State grant. For purposes of this Section, "Recipient" includes: individuals, entities, and key personnel of entities, including board members, officers, executives, employees, or agents with authority over or access to grant funds, and any individual in a position of fiduciary responsibility related to the grant. Grantee must promptly notify State if, during the term of this Agreement, any of its employees with access to grant funds is convicted of a criminal offense related to a state grant. State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

16.4 **Termination for Insufficient Funding.** State may immediately terminate this Agreement if:

16.4.1 It does not obtain funding from the Minnesota Legislature; or

16.4.2 If funding cannot be continued at a level sufficient to allow for the payment of the services contemplated herein. Termination must be by written notice to Grantee. State is not obligated to pay for any costs or expenses that are incurred after notice of termination is provided. State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. State will provide Grantee notice of the lack of funding within a reasonable time of State's receiving notice of the same.

16.5 **Suspension for Insufficient Funding.** State may immediately suspend this Agreement if:

16.5.1 In the event of a total or partial government shutdown due to a failure to have an approved budget by the legal deadline. Any work performed by Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

16.5.2 If funding is canceled, withdrawn, or terminated, State may suspend its performance until funding is restored. Suspension of performance is temporary until funds become available again and does not release State from its obligations under the agreement.

17 **Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

18 **Fund Use Prohibited**. Grantee and any subrecipients will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State or Federal contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after Grantee's contract award on this Project.

19 **Discrimination Prohibited by Minnesota Statutes §181.59**. Grantee will comply with the provisions of Minnesota Statutes §181.59.

20 **Limitation of State's Role**. Under this Agreement, State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make State a principal, co-principal, partner, or joint venturer with respect to the scope of work covered in this Agreement. State may provide technical advice and assistance as requested by Grantee, however, Grantee will remain responsible for providing direction to its subrecipients and consultants and for administering its contracts with such entities. Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

21 **Title VI/Non-discrimination Assurances**. Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

22 **Conflicts of Interest.** Grantee and any subrecipients must maintain written standards of conduct governing conflicts of interest and the actions of its employees and representatives involved in administering any aspect of this Grant Agreement, including the selection and oversight of contracts or subawards or subrecipients. In addition, Grantee must maintain written standards of conduct covering organizational conflicts of interest.

23 **Complaints.** Grantee must maintain a process for receiving, investigating, and resolving complaints regarding the provision of any services outlined in this Grant Agreement, including complaints about potential fraud or unlawful use of state grants administered by Grantee.

24 **Prevailing Wage.** Grantee and any subrecipients must comply with prevailing wage rules per Minnesota Statutes §§ 177.41 through 177.50, as applicable.

25 **Paid Leave.** Grantee must be in compliance with MN Paid Leave governed by Minnesota Statutes Chapter 268B, as applicable. Grantee's employees and agents will not be considered State employees.

26 **Grantee Certification.** Grantee certifies that none of its employees with access to grant funds, or who holds fiduciary responsibility or authority over the grants, including board members, officers, executives, employees, or agents of Grantee have been convicted of a criminal offence related to a state grant. Grantee must promptly notify State if, during the course of this award, any of its employees with access to grant funds is convicted of a criminal offense related to a state grant.

27 **Notification of Unlawful Use of Funds.** Grantee must promptly disclose to State whenever, in connection with this grant award, it has evidence of unlawful use of grant funds or violations of federal or state law related to this grant, including possible fraud or misuse, conflict of interest, bribery, or other financial crimes by personnel of the grantee, subgrantee, subrecipients, or beneficiaries.

28 **Additional Provisions** (intentionally left blank)

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GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant Agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By:_____

Title:_____

Date:_____

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15 and § 16C.05.

By:_____

Date:_____

SWIFT Contract # _____

SWIFT Purchase Order # _____

DEPARTMENT OF TRANSPORTATION

(with delegated authority)

By:_____

Date:_____

MnDOT CONTRACT MANAGEMENT

By:_____

Date:_____

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EXHIBIT 1
Financial Assistance

Legal Name	Fargo-Moorhead Council of Governments
Contract Number	1064321
Contract Type / Program	State Metropolitan Planning Grant

Project Description	
Metropolitan Planning Grant – State Planning Assistance	
Total State Award	$34,100.00
Required Local Match	$8,525.00

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EXHIBIT 2
Invoices

Greater Minnesota Metropolitan Planning Organization
Request for State Funds
Calendar Year 2027

GRANTEE: Fargo-Moorhead Council of Governments

Case Plaza Suite 232, 1 2nd Street N, Fargo ND 58102

701-532-5103

Recipient Agency Authorized Representative: Ben Griffith, Executive Director

Payment Request:

☐ First quarter (January 1 – March 31)	☐ Third quarter (July 1 – September 30)	Total =	$10,656.25
☐ Second quarter (April 1 – June 30)	☐ Fourth quarter (October 1 – December 31)	Local Match (20%) =	$2,131.25
		State Funds (80%) =	$8,525.00
Amount of Requested State Planning Funds:			$8,525.00

Invoice cannot be signed/submitted prior to the end of the quarter. Invoice submittal must include a report/summary of the applicable quarter's activities. Activity reports submitted for CPG fund reimbursement may be used.

Signature: _____ Date _____

Recipient Agency Authorized Representative

MnDOT

_____ Date _____

Approval of MnDOT District Representative

_____ Date _____

Approval by MnDOT OTSM MPO Planning Program Coordinator

MnDOT use only:	
Contract #: 1064321	Fiscal Year:
Swift Contract ID #:	Purchase Order ID #:

Exhibit 3. Minnesota Department of Transportation Reimbursement Policy

Use of personal automobile when a fleet/government vehicle is not available	Federal IRS mileage reimbursement rate
Use of personal automobile when a fleet/government vehicle is available and declined by the employee.	Federal IRS mileage reimbursement rate less $0.07
Use of personal van or van-type vehicle specially equipped with a ramp, lift, or other level-changing device designed to provide wheelchair access.	Federal IRS mileage reimbursement rate plus $0.09

Other Travel Expenses

Reimbursable expenses may include, but are not limited to, the following:

- Commercial or ride-share transportation (air, taxi, rental car, etc.) provided that no air transportation shall be by first class unless authorized by an Appointing Authority; and that reimbursement for travel which includes more than one destination visited for State purposes and non-State purposes shall be in an amount equal to the cost of the air fare only to those destinations visited for official purposes.
- Meals including tax and a reasonable gratuity. Employees shall be reimbursed for meals under the following conditions:
  - **Breakfast.** Breakfast reimbursements may be claimed if the employee leaves their temporary or permanent work location before 6:00 a.m. or is away from home overnight.
  - **Lunch.** Eligibility for lunch meal reimbursement shall be based upon the employee being on assignment, over thirty-five (35) miles from their temporary or permanent work station, with the work assignment extending over the normal lunch period.
  - **Dinner.** Dinner reimbursements may be claimed only if the employee is away from their temporary or permanent work location until after 7:00 p.m. or is away from home overnight.
  - **Reimbursement Amount.** Except for high cost localities as identified by the Internal Revenue Service (IRS), the maximum reimbursement for meals including tax and gratuity shall be:
    - Breakfast: $11.00
    - Lunch: $13.00
    - Dinner: $19.00
  - For high cost localities as identified by the IRS (specifically excluding any cities within Minnesota), the maximum reimbursement shall be:
    - Breakfast: $12.00
    - Lunch: $15.00
    - Dinner: $23.00

  Employees who are in travel status for two (2) or more consecutive meals shall be reimbursed for the actual costs of the meals including tax and a reasonable gratuity, up to the combined maximum amount for the reimbursable meals.
- Hotel and motel accommodations provided that employees exercise good judgment in incurring lodging costs and that charges are reasonable and consistent with the facilities available.
- Reasonable costs of dry cleaning and laundry services, not to exceed sixteen dollars ($16.00), each week after the first week an employee is in continued travel status.
- Parking fees and toll charges.

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METROCOG Fargo-Moorhead Metropolitan Council of Governments

Case Plaza Suite 232 | One 2nd Street North
Fargo, North Dakota 58102-4807
p: 701.232.3242 | f: 701.232.5043
e: metrocog@fmmetrocog.org
www.fmmetrocog.org

To: Metro COG Policy Board
From: Linghao Zhang and Adam Altenburg, Metro COG
Date: November 12, 2026
Re: **2027-2030 Transportation Improvement Program (TIP) Revision #1**

The Fargo-Moorhead Metropolitan Council of Governments (Metro COG) will hold a public meeting, both in person and virtually, on Thursday, November 19, 2026, at 2:00 PM, to receive public comments on a proposed revision to the 2027–2030 Transportation Improvement Program (TIP) for the Fargo-Moorhead metropolitan area.

The proposed revision to the 2027–2030 TIP includes the following amendment:

1. **Modification of Project 4250014:** City of Fargo reconstruction of 1st Avenue N from 10th Street to 3rd Street N (2028). Addition of Urban Grant Program (UGP) funding to the existing Surface Transportation Block Grant (STBG)-funded project.

See **Attachment 1** for more detailed project information.

At its regularly scheduled meeting on Thursday, November 12th, the TTC unanimously recommended approval of TIP Revision #1 to the Policy Board.

Requested Action: Approval of Revision 1 to Metro COG's 2027-2030 Transportation Improvement Program (TIP), pending any public comments received.

Lead Agency	Metro COG ID	State Number	Project Year	Project Location	Length	Project Limits From	Project Limits To	Project Description	Improvement Type	PE/RW/UTIL	CON/CE	Total Project Cost	Federal Revenue Source	Federal Revenue	State Revenue	Local Revenue	Other Revenue
Revision 1 - 2027-2030 Metro COG TIP Existing projects with changes																	
City of Fargo	4250014	24431	2028	1st Avenue N	0.5	10th Street N	3rd Street N	Reconstruction of 1st Avenue N	Reconstruction		~~$23,434,324~~ $25,645,920	~~$23,434,324~~ $25,645,920	STBG, UGP	~~$10,693,894~~ $12,484,434		~~$12,740,430~~ $13,161,486	

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Case Plaza Suite 232 | 1 - 2nd Street North
Fargo, North Dakota 58102-4807
p: 701.532.5100| f: 701.232.5043
e: metrocog@fmmetrocog.org
www.fmmetrocog.org

To: Policy Board
From: Michael Maddox, AICP
Date: November 12, 2026
Re: **2055 Streets & Highways Modal Plan – Consultant Selection**

Metro COG received three proposals to the Request for Proposal (RFP) for the 2055 Streets and Highways Modal Plan. Proposals were submitted by the following consulting firms: HDR, WSB, and KLJ. All proposals received were submitted by the October 12, 2026, 4:30 PM deadline. There were no submittals after the deadline.

The consultant selection panel met to interview and rank all three consulting teams. The interviews took place on October 29, 2026. The selection panel consisted of the following:

- Michael Maddox, Metro COG
- Jeremy Gorden, City of Fargo
- Tom Trowbrige, City of Moorhead
- Paul Bervik, City of West Fargo
- Ben Griffith, Metro COG

A total of one hour was allocated to each consultant for the presentation and questions from the selection panel. Each consultant was asked to limit presentations to no more than 45 minutes with the remaining 15 minutes being reserved for a question-and-answer session.

Based on evaluations of each candidate by the selection panel and the resulting rankings, KLJ was unanimously chosen as the preferred consultant firm to complete the 2055 Streets and Highways Modal Plan.

The TTC unanimously approved the recommendation for approval at their November 12, 2026 meeting.

Requested Action: Approval of the selection of KLJ to complete the 2055 Streets and Highways Modal Plan and the authorization to allow the Metro COG Executive Director to enter into a contract for services to that end.

METROCOG Fargo-Moorhead Metropolitan Council of Governments

Case Plaza Suite 232 | One 2nd Street North
Fargo, North Dakota 58102-4807
p: 701.532.5100| f: 701.232.5043
e: metrocog@fmmetrocog.org
www.fmmetrocog.org

To: Metro COG Policy Board
From: Dan Farnsworth, Metro COG
Date: November 12, 2026
Re: **2027 Bicycle & Pedestrian Plan Consultant Selection**

In September, the Metro COG Policy Board approved the request for proposals (RFPs) for the 2027 Fargo-Moorhead Metropolitan Bicycle & Pedestrian Plan. This project has a total budgeted amount of $200,000 ($160,000 funded using Federal CPG funds and $40,000 from local matches).

The deadline for consulting firms to submit proposals was October 21st. Metro COG received proposals from four firms – Bolton & Menk, HDR, SRF, and Toole.

Metro COG and the consultant selection panel met on Thursday, November 5th to interview the firms and select the top ranked firm. The selection panel consisted of one Metro COG staff members, staff members from the cities of Fargo, Moorhead, West Fargo, and one of the Bicycle/Pedestrian Committee's citizen representatives.

Upon interviews with the four consultant teams, Bolton & Menk was the top-ranked firm. The Bolton & Menk team includes the subconsultant Mend. Bolton & Menk's cost proposal came in at $199,978.38, which is within the budgeted amount.

At the November 11th Transportation Technical Committee (TTC) meeting, the TTC unanimously recommended Policy Board approval of Bolton & Menk as the consultant to complete the 2027 Fargo-Moorhead Metropolitan Bicycle & Pedestrian Plan.

Requested Action: Approval of Bolton & Menk as the top ranked firm to complete the 2027 Fargo-Moorhead Metropolitan Bicycle & Pedestrian Plan and to authorize Metro COG's Executive Director to enter into a contract after successful contract negotiations.

METROCOG Fargo-Moorhead Metropolitan Council of Governments

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Fargo, North Dakota 58102-4807
p: 701.532.5100| f: 701.232.5043
e: metrocog@fmmetrocog.org
www.fmmetrocog.org

To: Policy Board members
From: Ben Griffith, AICP, Executive Director
Date: November 12, 2026
Re: **Amendment #1 to ATAC-Moorhead Contract Addendum**

City of Moorhead Engineering staff have proposed adding 10 additional intersections to Year 3 of the current 3-year Turning Movement Counts and Traffic Signal Timing Optimization Support Contract Addendum to Metro COG's Master Agreement with ATAC.

Adding the 10 additional intersections to the third year (2027) of the current addendum is estimated to cost an additional $18,275 to the $16,490 base amount for Year 3 and was programmed in Metro COG's approved 2027-2028 UPWP. The City of Moorhead has indicated that they have budgeted for the increase in the required local match in 2027. A DRAFT copy of Amendment #1 is included with this memo for your reference.

The next 3-year Turning Movement Counts and Traffic Signal Timing Optimization Contract Addendum for 2028-2030, will include the 10 additional intersections added in 2027, and the total number of intersections will then be divided by 3 so that each year ⅓ of Moorhead's intersections will be updated. This will increase the cost for each of the 3 years of the new, 2028-2030 addendum.

At their regularly scheduled meeting on November 12, the TTC (Transportation Technical Committee) unanimously recommended approval of Amendment #1 to the ATAC-Moorhead Contract Addendum.

Requested Action: Approval to the Policy Board of Amendment #1 of the Turning Movement Counts and Traffic Signal Timing Optimization Contract Addendum with ATAC and authorize the Executive Director to execute the Contract Addendum.

North Dakota MPO Planning Support Program Master Agreement

Amendment 1 to Turning Movement Counts and Traffic Signal Timing Optimization Support for the City of Moorhead, Fargo Moorhead Metro COG Addendum to the Master Agreement

Upon execution by the parties below, this Amendment to the Addendum and any attachments shall become attached to and incorporated into the *'North Dakota MPO Planning Support Program Master Agreement'* between 'Fargo Moorhead Metro COG' and North Dakota State University. The original budget will increase as noted below.

1. *Project Title*: **Amendment 1 to Turning Movement Counts and Traffic Signal Timing Optimization Support for the City of Moorhead**

2. *Effective Dates*: **January 1, 2027 through December 31, 2027**

3. *Statement of Work*: ATAC will setup up to a total of 10 City of Moorhead and MnDOT District 4 signalized intersections for traffic data collection, related API updates, and check feasibility of Miovision API scripting.

4. *Principal Investigator*: Kshitij Sharma

5. *Desired Deliverables*:
   1. Up to 10 new signalized intersections from City of Moorhead and MnDOT District 4 setup for turning movement count traffic data collection and analysis on the Traffic Analysis Tool website.
   2. Updated API VISION and Miovision script(s)

6. *Contract Amount:*
   This Amendment provides an additional **$18,275**.
   The total contract amount under the Addendum is increased from $49,474 to $67,749.

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SOURCE(S) of FUNDING

- Federal Source: $_____

_____ / _____ / _____

CFDA # Federal Award Date Federal Award Identification Number

- Federal Source: $_____

_____ / _____ / _____

CFDA # Federal Award Date Federal Award Identification Number

- State: $_____

- Other: $_____

AUTHORIZATION:

Fargo Moorhead Metro COG

_____
Authorized Signature Date

Ben Griffith
Executive Director_____
Name and Title

North Dakota State University

_____
Authorized Signature Date

Shelly Sandstrom
Award & Proposal Officer_____
Name and Title

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BUDGET:

Project Title: Amendment 1 to Turning Movement Counts and Traffic Signal Timing Optimization Support for the City of Moorhead

Cost Item	Amount
Staff Salaries	$ 5,382
Benefits	$ 2,207
Grad Student Salaries	$ 1,861
Undergrad Student Salaries	$ 3,066
Benefits	$ 246
Operating	$ -
Total direct costs	$ 12,762
NDSU overhead (43.2%)	$ 5,513
Total project cost (Estimate ONLY)	**$ 18,275**

METROCOG Fargo-Moorhead Metropolitan Council of Governments

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e: metrocog@fmmetrocog.org
www.fmmetrocog.org

To: Policy Board members
From: Ben Griffith, AICP, Executive Director
Date: November 13, 2026
Re: **2027 NDDOT CPG Contract**

NDDOT has provided a draft copy of Metro COG's 2027 contract for the distribution of CPG (Consolidated Planning Grant) funds, as detailed in the 2027-2028 Unified Planning Work Program (UPWP) & Budget. The total expected amount of CPG funds for 2027 is $1,607,149.58. This amount matches the amount of Federal revenue shown in Figure 9 on page 22 of Metro COG's 2027-2028 UPWP & Budget.

Metro COG staff received the attached contract earlier today (November 13). Contracts and agreements are generally not executed until UPWPs are approved. Metro COG's UPWP received final approval from FHWA-ND on October 29. The approved UPWP has been posted to Metro COG's and can be referenced here:

https://fmmetrocog.org/application/files/3317/9372/3223/20261029_Signed_FMCOG_2027_-_2028_UPWP_FHWA.pdf

NDDOT staff have stated that the 2027 CPG Contract would have changes to our contract over last year including:

- Federal Funding amount based on your adopted and approved 2027-2028 UPWP
- New Risk Based Monitoring Requirements specific to your MPO.

Since the 2027 CPG Contract has only been provided to the MPO today, I have conducted a cursory review and forwarded it to our attorney for review. In order to avoid any delays in the approval process and more importantly, in the authorization of funds for the new year, I am presenting the contract for review and approval, pending comments from Metro COG's legal counsel.

Requested Action: Approval of NDDOT's 2027 CPG Contract, pending comments from Metro COG's legal counsel, authorizing the Policy Board Chair and Executive Director to execute said Contract, when appropriate.

MEMO TO: Ron J. Henke, P.E.
Director

FROM: Will Hutchings, AICP

DATE: 11/13/2026

SUBJECT: Fargo Moorhead Metropolitan Council of Governments 2027-2028 UPWP Annual Contract

North Dakota's Metropolitan Planning Organizations (MPO) develop either a 1-year or 2-year rolling UPWP that NDDOT supplements with an annual contract. These contracts are a requirement for subrecipient monitoring requirements outlined in 2 CFR 200. This contract is for calendar year 2027 and utilizes the Fargo Moorhead Metropolitan Council of Governments 2027-2028 UPWP which has been approved by the MPO Policy Board and Federal Highway Administration-ND.

This is a standard contract; no one-time changes were necessary.

If you have any questions, contact Will Hutchings, Local Government Division, 701-328-6421.

38/wrh

Contract Routing:
Stacey Hanson;
Derek Pfeifer;
Nicole Lagasse;
Ben Griffith, FM Metro COG Executive Director;
Patti Stedman, FM Metro COG Policy Board Chair;
FMCOG Witness;
Will Hutchings;
Clint Morgenstern;
Chad Orn;
Stacey Hanson

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NDDOT Contract No. _____

North Dakota Department of Transportation
METROPOLITAN PLANNING ORGANIZATION AGREEMENT

Federal Award Information – to be provided by NDDOT

Assistance Listing No.: 20.205, 20.505

Assistance Listing Title: Highway Planning & Construction, Metropolitan Transportation Planning & State & Non-Metropolitan Planning & Research

Award Name: Federal-Aid Highway Program

Awarding Federal Agency: Federal Highway Administration (FHWA), Federal Transit Administration (FTA)

Pass-through entity: North Dakota Department of Transportation (NDDOT)

NDDOT Program Mgr.: Hutchings, Will Telephone: 701-328-6424

Subrecipient/LPA Name:

Subrecipient Unique Entity Identifier (UEI) No.:

Federal Award Identification No. (FAIN):

Federal Award Date:

Subaward Period of Performance Start & End Date:

Subaward Budget Period Start & End Date:

Amount of Federal Funds Obligated by this action: $

Total Amount of Federal Funds Obligated to the subrecipient: $

Total Federal Award: $

Federal Award Project Description:

Research and Development Activities:

Indirect Cost Rate (ICAP):

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.

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Entity: Fargo-Moorhead Metropolitan Council of Governments
Description: Unified Planning Work Program
Duration: 2027

This agreement is entered into by and between the State of North Dakota, acting through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and Fargo-Moorhead Metropolitan Council of Governments, hereinafter referred to as the Subrecipient, whose address is Case Plaza Suite 232, One Second Street North, Fargo, North Dakota 58102.

WHEREAS, Federal Law 23 U.S.C., Section 134, requires that a continuing, comprehensive, and cooperative (3-C) transportation planning process be carried out between state and local governments in urbanized areas, and

WHEREAS, the Subrecipient has been designated by the Governor of North Dakota as the Metropolitan Planning Organization responsible, together with NDDOT, for carrying out the provisions of 23 U.S.C. 134, and

WHEREAS, Section 5303 Federal Transit Administration (FTA) and PL Federal Highway Administration (FHWA) funding, hereinafter referred to as Consolidated Planning Grant (CPG) funds will be administered by NDDOT for the purpose of transportation planning in urbanized areas, and

WHEREAS, the Subrecipient is eligible to receive CPG funds from both FHWA and FTA under 23 U.S.C. 104(f) and 49 U.S.C. 5305(d), and

WHEREAS, the Subrecipient has prepared and approved a Unified Planning Work Program (UPWP) in accordance with the guidelines set forth by the FHWA and FTA for utilization of available CPG funds.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, NDDOT and the Subrecipient agree as follows:

1. **SCOPE OF WORK:** The Subrecipient shall perform, in a satisfactory and timely manner, those tasks and activities as outlined in the Subrecipient's UPWP and approved by NDDOT, FHWA, and FTA, a copy of which is attached hereto and made a part hereof. In the completion of the UPWP, the Subrecipient shall follow the policies and procedures of the following:
   - NDDOT Local Government Manual
   - Executed Continuing, Cooperative, and Comprehensive (3-C) metropolitan transportation planning Agreement.
   - The approved UPWP
   - All applicable federal regulations, including 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

2. **PERIOD OF PERFORMANCE**: The period of performance will be from January 1, 2027, to December 31, 2027.

3. **COMPENSATION**:

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- NDDOT shall reimburse the Subrecipient 80 percent of all eligible costs as presented in the budget section of the UPWP, up to a maximum of $1,607,149.58.
- The Subrecipient shall provide the remaining 20 percent and all cost overruns from non-federal funds. Budget transfers among cost categories shall comply with 2 CFR 200.
- The Subrecipient will make all contract payments. No costs will be incurred by NDDOT for this project. NDDOT will reimburse the Subrecipient for the federal aid eligible amount. Payment will be made upon receipt of the Subrecipient's request for reimbursement upon sufficient documentation of eligible expenses incurred and paid by the Subrecipient.
- The Subrecipient shall provide monthly billing to NDDOT. To be eligible, costs must be limited to those costs that are allowed under federal regulations (2 CFR 200). Monthly billings will include the submittal of a report documenting the tasks completed in the billing period.
- All requests for reimbursement must be submitted to NDDOT within 90 days of the period of performance end date of this agreement. NDDOT may take actions as outlined in 2 CFR 200.339, such as withholding payments, pending correction of non-compliance with this agreement. All invoices are subject to audit, at NDDOT's discretion.
- Payments under this agreement will be made from federal funds obtained through the Infrastructure Investment and Jobs Act of 2021, Public Law 117-58, 23 U.S.C. 104. The Subrecipient is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by Subrecipient's failure to comply with federal requirements. Reimbursement will be predicated on availability of federal funds. The Subrecipient further agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this agreement, if not eligible for federal funds.
- All work provided by the Subrecipient under this agreement must be performed to NDDOT's satisfaction and in accordance with all applicable federal, state, and local laws and regulations. The Subrecipient will not receive payment for work found by NDDOT to be unsatisfactory or performed in violation of federal, state, or local law.

4. **CERTIFICATION:** In accordance with 2 CFR 200.415(b), subrecipients under the Federal award must certify to the pass-through entity whenever applying for funds, requesting payment, and submitting financial reports: "I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of US Code Title 18, Sections 2, 1001, 1343, and Title 31, Sections 3729-3730 and 3801-3812." Each such certification must be maintained pursuant to the requirements of 2 CFR 200.334.

5. **INDIRECT COST RATE PROVISION:** Federal agencies and NDDOT shall review and approve a negotiated indirect cost rate, if utilized, 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 subrecipient does not have a federally negotiated indirect cost rate, the NDDOT can either:
   - negotiate an indirect rate with the subrecipient.
   - allow the de minimis 15% flat rate (the de minimis rate, is not applicable in certain

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cases (200.414(f); Appendix VII.D.1.B).) This rate may be used indefinitely, until the subrecipient seeks to formally negotiate a rate. If the de minimis rate is used, the NDDOT does not need to review and approve.

6. **COST PRINCIPLES**: The Subrecipient agrees to follow the cost principles and allowable cost guidelines in accordance with 2 CFR Part 200, Subpart E. The Subrecipient will maintain a financial management system that complies with the minimum requirements of 2 CFR Part 200.

7. **FEDERAL FUNDING:** This contract is subject to a financial assistance contract between the state of North Dakota, the Federal Highway Administration, and the USDOT. Federal funds may not be obligated prior to authorization by FHWA.

8. **TERMS EXTENDING BEYOND BIENNIUM**: Payments by NDDOT beyond the current state biennium shall be contingent on sufficient funds being appropriated by the Federal Government or State Legislature for NDDOT. In the event of insufficient appropriations, NDDOT may give a minimum of 30 days' notice to terminate this agreement/contract and have no further obligation to the Subrecipient.

9. **RECORDS AND INSPECTION**: The Subrecipient shall maintain all accounting and project records NDDOT may require. NDDOT and the Federal Government shall at all times be permitted to inspect the work and have access to all books, records, correspondence, instructions, receipts, vouchers, and memorandum pertaining to the work hereunder and copies thereof shall be furnished when requested. Such records shall be made available to NDDOT and the federal government for inspection and audit during the agreement term and for three years after the closure of the consolidated planning grant, unless any litigation, claim, or audit is started before the expiration of the three years, in which case the records shall be retained until such action is satisfied. The Subrecipient agrees to conduct records retention and access in accordance with 2 CFR Part 200.334-338, as applicable.

10. **SUBCONTRACTING**: The Subrecipient shall not assign any portion of the work under this agreement, execute any contract, or obligate itself in any manner with a third party with respect to its rights and responsibilities to this agreement without written consent of NDDOT. Any agreement with a subcontractor does not create a contractual relationship between the NDDOT and the subcontractor. If a subcontract is made, the Subrecipient must follow procedures outlined in 2 CFR 200.331.

11. **SUBCONTRACT PROVISIONS:** The Subrecipient shall include the following statement of financial assistance in any advertisement or invitation to bid for any procurement under this agreement:

    "This contract is subject to a financial assistance contract between the state of North Dakota and the USDOT."

12. **ASSIGNMENTS**: The Subrecipient shall not assign nor transfer the Subrecipient's interests or duties under this agreement without the express written consent of the state.

13. **RISK ASSESSMENTS:** The NDDOT conducts pre-award risk assessments prior to issuing a subaward agreement. The Subrecipient shall conduct risk assessments of their sub awardees either before or after making the award to determine the appropriate

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level of monitoring. The subrecipient shall document its procedures for assessing risk and have them available upon NDDOT request.

14. **RISK BASED MONITORING:**
    a. The NDDOT has conducted a risk assessment, as required by 2 CFR 200.332, and has determined the following risk-based monitoring requirements for this award:

    - Subrecipient shall provide copies of any manuals that were updated in the last fiscal year.
    - Subrecipient shall adopt and maintain an employee ethics policy and have employees annually certify compliance with ethics policies.
    - The Subrecipient shall implement cybersecurity tools and conduct cybersecurity tests.
    - NDDOT shall review any single audit findings and verify that the corrective action plan was completed, if one was required.
    - Subrecipient shall submit quarterly financial and performance progress reports to NDDOT.
    - NDDOT shall conduct a formal annual desk review that includes a more detailed review of supporting documentation of costs.
    - The Subrecipient shall complete training in areas deemed necessary by NDDOT, as applicable.
    - All payments made by NDDOT for Subrecipient expenses are on a
    - reimbursement basis.
    - Subrecipient shall submit Title VI pre-authorization paperwork.
    - Subrecipient shall submit the FFATA form.
    - NDDOT shall conduct an annual Mid-Year Review.

    Risk assessments may be repeated throughout the period of performance and monitoring requirements adjusted based on level of risk.

    b. In the event of noncompliance or failure to perform, the NDDOT has the authority to apply remedies, in accordance with 2 CFR 200.339, including but not limited to temporarily withholding payments, disallowances, suspension or termination of the federal award, suspension of other federal awards received by the subrecipient, debarment or other remedies including civil and/or criminal penalties, as appropriate and in accordance with 2 CFR 200.332.

15. **PROCUREMENT:** The Subrecipient shall follow the policies and procedures of the state when procuring property and services under a federal award, in accordance with 2 CFR 1201.317.

16. **EQUIPMENT:** The Subrecipient shall follow the policies and procedures of the state with respect to use, management and disposal of equipment acquired under a federal award, in accordance with 2 CFR 1201.313.

17. **PROCUREMENT OF RECOVERED MATERIALS:** In accordance with 2 CFR 200.323, the Subrecipient and its contractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

18. **TERMINATION**:

a. This contract may be terminated by mutual consent of both parties, or by either party upon

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30 days' notice, in writing, and delivered by certified mail or in person.

b. In addition, NDDOT may terminate this contract effective upon delivery of written notice to the Subrecipient, or at such later date as may be established by NDDOT, under any of the following conditions:

   i. If 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 Subrecipient to provide the services required by this 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.

a. NDDOT, by written notice to the Subrecipient, may terminate the whole or any part of this agreement:

   i. If the Subrecipient fails to provide services called for by this contract within the time specified herein or any extension thereof; or

   ii. If the Subrecipient 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.

19. **AMENDMENTS**: The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

20. **SEVERABILITY:** If any part of this agreement is determined to be invalid, illegal, or unenforceable, the determination does not affect the validity, legality, or enforceability of any other part of this agreement, and the remaining parts of this agreement shall be carried out by each party.

21. **CLOSEOUT:** NDDOT and the Subrecipient will comply with 2 CFR 200.344 closeout requirements. 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. The NDDOT will close out the agreement with the federal awarding agency when it determines that all applicable administrative actions and all required work have been completed and the agreement has reached its period of performance end date.

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22. **CIVIL RIGHTS**: Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into, and made a part of this agreement.

23. **NONDISCRIMINATION – COMPLIANCE WITH LAWS**: The Subrecipient agrees to comply with all applicable laws and rules, including, but not limited to, those relating to nondiscrimination, accessibility, and civil rights.

24. **AFFIRMATIVE ACTION PROGRAMS:** The Subrecipient and subcontractors shall develop and maintain an affirmative action program, as defined in 49 CFR Part 21 and a Minority Business Enterprise Action Program in accordance with 49 CFR Part 26, as appropriate; to ensure that persons and businesses are not discriminated against because of race, religion, color, national origin, disability, age, sex, political opinions or affiliations, or status with regard to marriage or public assistance, in programs, projects and activities.

    Should the Subrecipient fail to comply with any Federal civil rights statute, or any order or regulation issued under such statute, NDDOT shall notify the Subrecipient of the determination and shall direct the Subrecipient to take the action that may be necessary to ensure compliance. If, within a reasonable period of time, after receiving notification the Subrecipient fails or refuses to take action required by the notice, NDDOT shall take action as may be determined to be appropriate, including but not limited to the withholding of payments to the Subrecipient under the agreement in whole or in part.

25. **DISADVANTAGED BUSINESS ENTERPRISE**: In the performance of this agreement, the Subrecipient shall 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 practical opportunities to compete for subcontract work under this agreement. The Subrecipient shall comply with the requirements of 49 CFR Part 26.

26. **PROMPT PAYMENT**: Payment of invoices by the Subrecipient shall be within 20 days of Receipt as required by NDDOT's Prompt Payment Special Provision.

27. **DISABILITY**: The Subrecipient shall ensure that no qualified disabled individual, as defined in 29 U.S.C. 794 and 49 C.F.R. Part 27 shall, solely by reason of this disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance under this agreement.

28. **DRUG-FREE WORKPLACE:** The Subrecipient shall comply with the requirements for drug-free workplace, in accordance with 49 CFR 32, Subpart B.

29. **AUDITS:**

    a. Entities that receive federal funds through NDDOT may be required to obtain an audit in accordance with 2 CFR Part 200, Subpart F. A copy of such audit, covering the term of this agreement, shall be submitted to NDDOT. Entities that expend less than $1,000,000 in federal funds, in a fiscal year, 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.
    b. The Subrecipient must fill out and submit to NDDOT the Single Audit Certification (SFN60639) and a schedule of federal expenditures for their fiscal year end. The

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Subrecipient must submit their Single Audit to NDDOT as well as the Federal Audit Clearinghouse. This audit report must be submitted within 30 calendar days after the Subrecipient receives the report from their auditors, or nine months after the end of the audit period, whichever comes first.

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

31. **MANDATORY DISCLOSURES:** An applicant, recipient, or subrecipient of a Federal award must promptly disclose whenever, in connection with the Federal award (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 USC 3729-3733). Disclosures shall be in accordance with 2 CFR 200.113.

32. **INDEMNIFICATION**: The Risk Management Appendix, attached, is hereby incorporated, and made a part of this agreement.

33. **PERSONNEL:** The Subrecipient assures that personnel will be available to perform the required services. Such personnel shall not be considered employees of NDDOT for any purpose.

34. **DISCLAIMER:** The Subrecipient must include the following statement in all plans, studies, and reports funded under this contract: “The preparation of this report has been funded in part by the US Department of Transportation, Federal Highway Administration and Federal Transit Administration. The contents of this document reflect the views of the authors who are responsible for the facts or accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of the US Department of Transportation. The report does not constitute a standard, specification, or regulation.”

35. **COMPLIANCE WITH LAW:** In performance of its obligations under this agreement, the Subrecipient shall comply with and require each of its subcontractors to comply with all applicable provisions of Federal, State, and local laws and regulations. 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. 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.

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36. **TELECOMMUNICATIONS CERTIFICATION:** By signing this agreement, the Subrecipient certifies, in accordance with 2 CFR 200.216 and Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Public Law 115-232), that it will not obligate or expend grant funds to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Subrecipient will include this requirement in all subcontracts related to this agreement.

37. **CYBERSECURITY:** The subrecipient shall take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and other types of information in accordance with 2 CFR 200.303.

38. **BYRD ANTI-LOBBYING AMENDMENT:** (31 USC 1352) Subrecipients that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

39. **DEBARMENT AND SUSPENSION**: The Subrecipient is advised that their signature on this agreement 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. For all bids or proposals of third-party contracts and subcontracts, the Subrecipient shall:
    a. Obtain from all bidders a signed Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters, as provided in 2 CFR 180 and 2 CFR 1200.
    b. Check the Excluded Parties Listing System (EPLS) at www.sam.gov to ensure the selected vendor or contractor has not been excluded from doing business with the federal government. The Subrecipient shall document the search results and include as part of the third-party contract.
    c. Add a clause to the subcontract that the subcontractor shall maintain active registration in the System for Award Management at www.sam.gov.

40. **GOVERNING LAW AND VENUE**: Notwithstanding any rules regarding the choice of law or venue, it is agreed by the parties that this contract shall be governed by and construed in accordance with applicable federal law and the laws of the state of North Dakota, at the time this contract was executed. All disputes arising from this agreement shall be brought in the South Central District Court of the state of North Dakota.

41. **MERGER AND WAIVER:** 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

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or written, not specified herein regarding this agreement. The Subrecipient, by the signature below of its authorized representative, hereby acknowledges that the Subrecipient has read this agreement, understands it, and agrees to be bound by its terms and conditions.

42. **OWNERSHIP OF WORK PRODUCT**: 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. The Subrecipient shall furnish to NDDOT copies of all data and other items prepared or developed as a part of the contract.

43. **NOTICE**: 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 set forth below or at a place designated hereafter in writing by the parties.

	North Dakota Dept. of Transportation
	Local Government Division
	608 East Boulevard Avenue
	Bismarck, ND 58505-0700

44. **ADDITIONAL FEDERAL CLAUSES**: The Contractor must comply with all provisions in Appendix B, which is attached and incorporated by reference herein.

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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 Nondiscrimination 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.

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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);
- 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*).

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EXECUTED the date last below signed.

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

DATE

SUBRECIPIENT:

NAME (TYPE OR PRINT)

SIGNATURE

*

TITLE

DATE

APPROVED as to substance by:

LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

SIGNATURE

DATE

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION:

DEPUTY DIRECTOR FOR PLANNING (TYPE OR PRINT)

SIGNATURE

DATE

* Policy Board Chairperson

CLA 1029 (Div. 38)
L.D. Approved 10-28-14; 11-26

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CERTIFICATION OF LOCAL MATCH

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

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

Source:

_____

_____

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

ATTEST:

_____
MPO (TYPE OR PRINT)

_____
SIGNATURE

_____
DATE

APPROVED:

Subrecipient of _____

_____
NAME (TYPE OR PRINT)

_____
SIGNATURE

*
_____
TITLE

_____
DATE

* Policy Board Chairperson

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Risk Management Appendix

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

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

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

1) **Commercial general liability** and **automobile liability** insurance – minimum limits of liability required are **$500,000 per person** and **$2,000,000 per occurrence.**
2) **Workers compensation** insurance meeting all statutory limits.
3) The State of North Dakota, its agencies, officers, and employees (State) shall be endorsed as an **additional insured** on the commercial general liability and automobile liability policies. The State of North Dakota 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.
4) Said endorsements shall contain a **"Waiver of Subrogation"** in favor of the state of North Dakota.
5) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

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

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time. Any attorney who represents the State under this contract must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08.

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

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

RM Consulted 2007
Revised 07-23

NDDOT
North Dakota
Department of Transportation

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Required Federal Contract Provisions

COMPLIANCE REVIEW NOTE:

The federal contract provisions contained in this document were reviewed for compliance with applicable regulations as of November 6, 2025. While every effort has been made to ensure alignment with current federal requirements, users are advised that regulatory changes may occur. This document reflects the standards in effect at the time of review and does not constitute a commitment to update contract provisions retroactively unless required by law or funding agency directive.

BUY AMERICA REQUIREMENTS

23 CFR 635.410

(a) The provisions of this section shall prevail and be given precedence over any requirements of this subpart which are contrary to this section. However, nothing in this section shall be construed to be contrary to the requirements of § 635.409(a) of this subpart.

(b) No Federal-aid highway construction project is to be authorized for advertisement or otherwise authorized to proceed unless at least one of the following requirements is met:

(1) The project either: (i) Includes no permanently incorporated steel or iron materials, or (ii) if steel or iron materials are to be used, all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.

(2) The State has standard contract provisions that require the use of domestic materials and products, including steel and iron materials, to the same or greater extent as the provisions set forth in this section.

(3) The State elects to include alternate bid provisions for foreign and domestic steel and iron materials which comply with the following requirements. Any procedure for obtaining alternate bids based on furnishing foreign steel and iron materials which is acceptable to the Division Administrator may be used. The contract provisions must (i) require all bidders to submit a bid based on furnishing domestic steel and iron materials, and (ii) clearly state that the contract will be awarded to the bidder who submits the lowest total bid based on furnishing domestic steel and iron materials unless such total bid exceeds the lowest total bid based on furnishing foreign steel and iron materials by more than 25 percent.

(4) When steel and iron materials are used in a project, the requirements of this section do not prevent a minimal use of foreign steel and iron materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or $2,500, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the steel and iron products as they are delivered to the project.

(c) (1) A State may request a waiver of the provisions of this section if;

(i) The application of those provisions would be inconsistent with the public interest; or

(ii) Steel and iron materials/products are not produced in the United States in sufficient and reasonably available quantities which are of a satisfactory quality.

(2) A request for waiver, accompanied by supporting information, must be submitted in writing to the Regional Federal Highway Administrator (RFHWA) through the FHWA Division Administrator. A request must be submitted sufficiently in advance of the need for the waiver in order to allow time for proper review and action on the request. The RFHWA will have approval authority on the request.

(3) Requests for waivers may be made for specific projects, or for certain materials or products in specific geographic areas, or for combinations of both, depending on the circumstances.

(4) The denial of the request by the RFHWA may be appealed by the State to the Federal Highway Administrator (Administrator), whose action on the request shall be considered administratively final.

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(5) A request for a waiver which involves nationwide public interest or availability issues or more than one FHWA region may be submitted by the RFHWA to the Administrator for action.
(6) A request for waiver and an appeal from a denial of a request must include facts and justification to support the granting of the waiver. The FHWA response to a request or appeal will be in writing and made available to the public upon request. Any request for a nationwide waiver and FHWA's action on such a request may be published in the Federal Register for public comment.
(7) In determining whether the waivers described in paragraph (c)(1) of this section will be granted, the FHWA will consider all appropriate factors including, but not limited to, cost, administrative burden, and delay that would be imposed if the provision were not waived.

(d) Standard State and Federal-aid contract procedures may be used to assure compliance with the requirements of this section.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

41 CFR 60-1.4(b) and 2 CFR Part 200 Appendix II (C)

41 CFR 60-1.4(a)

(a) *Government contracts*. Except as otherwise provided, each contracting agency shall include the following equal opportunity clause contained in section 202 of the order in each of its Government contracts (and modifications thereof if not included in the original contract):

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government

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contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *provided, however,* that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

* * * * *

(c) *Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.*

(d) *Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.*

(e) *Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.*

(f) *Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.*

2 CFR Part 200 Appendix II (C)

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

USDOT DISADVANTAGED BUSINESS ENTERPRISE PROGRAM REQUIREMENTS

49 CFR 26

(a) Each financial assistance agreement you sign with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation, and failure to carry out its terms shall be

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treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

(b) Each contract you sign with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

SANCTIONS AND PENALTIES FOR BREACH OF CONTRACT 2 CFR Part 200 Appendix II (A)

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

TERMINATION FOR CAUSE AND CONVENIENCE – 2 CFR PART 200 APPENDIX II (B)

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT CFR Part 200 Appendix II (F)

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

DEBARMENT AND SUSPENSION 2 CFR Part 200 Appendix II (I)

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

BYRD ANTI-LOBBYING AMENDMENT - 2 CFR Part 200 Appendix II (J)

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(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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