

AMENDED ITEMS—MAY 6, 2013

CONSENT AGENDA:

c. Purchase order for Brewer Lake campgrounds

SUGGESTED MOTION:

Authorize the chairman to sign a purchase order with Boom Concrete, Inc. in the amount of \$10,113.00 for a vault toilet to be installed at Brewer Lake campgrounds (purchase was approved at the last County Park Board meeting.)

h. Contract approval

SUGGESTED MOTION:

Move to authorize the chairman to sign the following contract(s) submitted by respective department head(s), subject to state's attorney approval:

- Psychiatry Networks—mental health services for jail inmates.

REGULAR AGENDA:

8d. Request to reorganize structure of Highway Department engineering staff

SUGGESTED MOTION:

Approve the addition of a new Design and Construction Engineer, and reorganize the engineering staff with an Assistant County Engineer, Engineering I and II positions, and Engineering Technician I and II positions.

10a. Flood Diversion Board of Authority billing for April

SUGGESTED MOTION:

Move to approve the expenses for the Flood Diversion Board of Authority in the amount of \$418,931.44 for the month of April, 2013.



RECEIVED

MAY 3rd 2013

CASS COUNTY COMMISSION

Auditor

Michael Montplaisir, CPA
701-241-5601

Treasurer

Charlotte Sandvik
701-241-5611

Director of Equalization

Frank Klein
701-241-5616

May 3, 2013

Cass County Commission
211 9th Street South
Fargo ND 58103

Re: Purchase Order Approval

Dear Commission Members:

A purchase order for the vault toilet at Brewer Lake is attached for your consideration. This project was approved for grant funds through the Garrison Diversion Conservancy District. The purchase order will cover the costs to purchase and deliver the vault toilet to Brewer Lake. Some additional costs not included in the purchase order will be for the rental of a backhoe to dig the hole for this project.

Sincerely,

Michael Montplaisir
Cass County Auditor

SUGGESTED MOTION:

Move to approve the purchase order with Boom Concrete Inc. in the amount of \$10,113.00 for a vault toilet at Brewer Lake park.

Box 2806
211 Ninth Street South
Fargo, North Dakota 58103

Fax 701-241-5728

www.casscountynd.gov



PURCHASE ORDER

PAGE: 1
 P.O. NO.: 110191
 DATE: 05/03/13

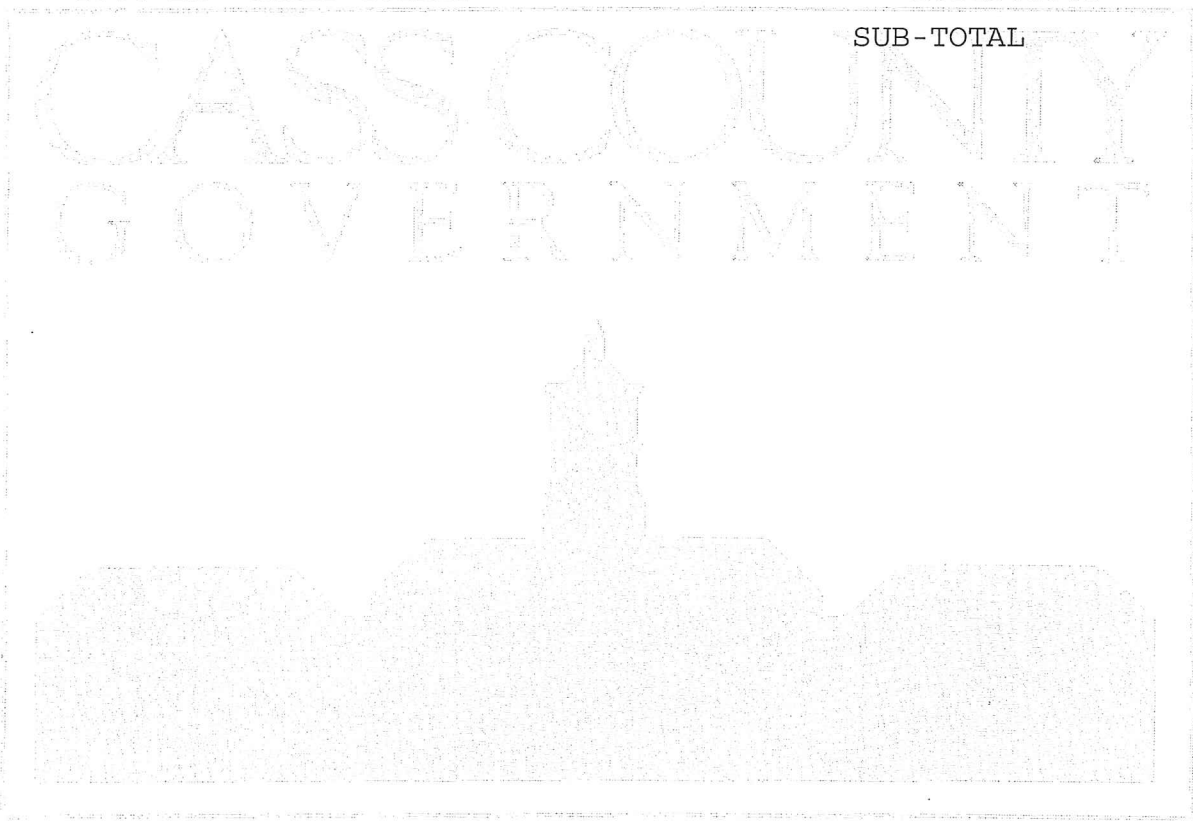
N.D. Sales Tax Exempt No. E-3009

BOOM CONCRETE, INC.
 PO BOX 437
 NEWELL, SD 57760

SHIP TO: CASS COUNTY GOVERNMENT
 COUNTY AUDITOR
 211 9TH ST S
 FARGO, ND 58103

VENDOR NO.		SHIP VIA		F.O.B.		TERMS			
8788						NET			
DELIVER BY									
05/03/13									
CONFIRM BY			CONFIRM TO			REQUISITIONED BY			
MICHAEL MONTPLAISIR			HEINLE, SARAH J			SARAH HEINLE			
FREIGHT		CONTRACT NO.		ACCOUNT NO.		PROJECT		REQ. NO.	
				233-1001-451.81-10				BOOMCONCRE 05/03/13	

LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	1.00	EA	VAULT TOILET	10113.0000	10113.00
SUB-TOTAL					10113.00
10113.00					10113.00



AUTHORIZED BY _____ COUNTY OFFICIAL



Office of the Sheriff

Paul D. Laney, Sheriff

Date: May 1, 2013

RECEIVED

MAY 1 2013

Chad Peterson, Portfolio Commissioner
Cass County Commission
Cass County Courthouse
Fargo, ND 58103

CASS COUNTY COMMISSION

Re: Psychiatry Networks Professional Services Agreement
Action Requested

Commissioner Bennett:

Some inmates do not, for one reason or another, qualify for mental health services provided by others. Our office believes that these inmates would have less behavioral issues and violent tendencies if they had access to mental health services while in custody.

The agreement with Psychiatry Networks will help fill this void and we would ask that the commission approve the agreement for 2013. Psychiatry Networks works with other correctional facilities within North Dakota and has been found to be an alternative method for providing mental health services without having mental health professionals actually come on site.

The payment schedule for services remains the same under the terms of the 2013 contract as in the 2012 contract, \$ 245.00 per hour with unlimited (preplanned) maximum number of hours per week. Psychiatric Evaluations are 60-minute events billed at \$245.00 per event. Follow up-visits are 30-minute events billed at \$ 122.50.

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

Move to authorize the chairman to sign the Professional Services Agreement with Psychiatry Networks for 2013.

Should you have any questions, please contact our office.

Respectfully,


Captain Michele D. Harmon
Administration/Court Services Division

Inc/1
Cass County Sheriff
211 9 St. S.
PO Box 488
Fargo, ND 58107-0488
Phone: 701-241-5800
Fax: 701-241-5805

Cass County Jail
450 34 St. S.
Fargo, ND 58103-2229
Phone: 701-271-2900
Fax: 701-271-2967

Cass County Detention
1019 3 Ave. S.
PO Box 2806
Fargo, ND 58108-2806
Phone: 701-241-5845
Fax: 701-241-5938

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is entered into by and between Psychiatry Networks, a North Dakota business corporation ("PN"), and Cass County Jail, a North Dakota correctional facility, to be effective January 1st, 2013. Each of the parties shall be known as a "Party" or the "Parties."

RECITALS

WHEREAS, CASS COUNTY JAIL is in need of psychiatrists to provide outpatient psychiatric services (the "Services") to its patients via an internet-based system (the "Telemedicine System"); and

WHEREAS, PN contracts with psychiatrists with the expertise, knowledge, experience, and ability to provide the Services to patients of CASS COUNTY JAIL via the Telemedicine System; and

WHEREAS, CASS COUNTY JAIL and PN desire to enter into an agreement whereby PN will provide Services to patients of CASS COUNTY JAIL via the Telemedicine System;

NOW, THEREFORE, in consideration of the covenants hereinafter expressed, the receipt and sufficiency are hereby acknowledged, the Parties hereto do hereby agree as follows:

SECTION 1. PN Obligations

- 1.1 Provision of Services.** PN agrees to provide CASS COUNTY JAIL with the Services as further described in Exhibit A. Written documentation describing the Services provided will be submitted to the Institution following the provision of Services hereunder.
- 1.2 PN Responsibility for PN Subcontractors.** All PN psychiatrists who provide the Services to patients of CASS COUNTY JAIL pursuant to this Agreement shall be and remain subcontractors of PN.
- 1.3 Standard of Performance.** PN shall provide the Services in accordance with applicable laws and regulations and with accepted professional psychiatric practices, as applicable for telemedicine services.
- 1.4 HIPAA Compliance.** PN shall sign a business associate agreement as required by CASS COUNTY JAIL and provided by CASS COUNTY JAIL
- 1.5 Licensure and Qualifications.** All psychiatrists of PN that deliver Services to patients of CASS COUNTY JAIL shall have the required licensure and any other applicable certification required to provide the Services described herein. PN will provide medical services, including but not limited to evaluation and treatment services, based on the psychiatric needs of the individual client. Services will be

provided by a licensed psychiatrist with the requisite expertise, knowledge, experience and ability to provide such services.

- 1.6 **Administrative Support.** PN shall provide patient administrative support to the providing psychiatrist which includes relaying orders from the psychiatrist to the appropriate CASS COUNTY JAIL medical staff and from the CASS COUNTY JAIL medical staff to the psychiatrist.

SECTION 2. CASS COUNTY JAIL's Obligations

- 2.1 **PN Provision of Services.** The Parties agree that, to the extent PN has the capacity and ability to provide the Services, CASS COUNTY JAIL shall engage PN to do so in accordance with the terms of this Agreement.
- 2.2 **Services and Support of PN.** The Institution shall provide administrative, and institutional support necessary for PN to provide the Services to patients of the Institution in accordance with CASS COUNTY JAIL policies, CASS COUNTY JAIL guidelines, and all applicable federal and state laws and regulations.
- 2.3 **Compensation.** PN shall be compensated by CASS COUNTY JAIL for providing the Services consistent with the fee schedule included in Exhibit A. CASS COUNTY JAIL shall pay PN upon receipt of an invoice for the Services rendered, but in no event later than 30 business day after receipt of the invoice. PN agrees to accept such payment as payment in full and shall not seek payment from any patient or third party payor for the Services provided hereunder.
- 2.4 **Patient Care Responsibility.** Notwithstanding the provision of Services provided by PN hereunder, CASS COUNTY JAIL shall retain the full responsibility for all patient care provided to patient, including any emergent or urgent care required by CASS COUNTY JAIL's patient of which CASS COUNTY JAIL may become aware. CASS COUNTY JAIL shall provide medical support staff for the psychiatrist.
- 2.5 **Case Management:** The Institution will conduct all case management activities, including identification of service needs, developing treatment plans, and securing appropriate prior authorization from third party payers, as required.
- 2.6 **Quality Measurement.** CASS COUNTY JAIL will undertake appropriate quality review activities relating to patients that receive Services hereunder. Results of such quality activities will be shared with PN, as applicable. In addition, PN shall participate in such quality activities of CASS COUNTY JAIL as are defined in Exhibit A, which may include but are not limited to online conferences, assistance in defining quality protocols or participating in quality studies.

- 2.7 **Medical Records.** Copies of all medical records minimally necessary for the diagnosis and treatment of CASS COUNTY JAIL's patients shall be provided to PN. Medical records provided may include, but shall not be limited to, patient demographic information, history, initial evaluations, progress notes, lab results, etc.
- 2.8 **Equipment.** CASS COUNTY JAIL shall provide all necessary computers, cabling, software and network (the "Telemedicine Equipment") to support and permit PN to access patients of CASS COUNTY JAIL in order to provide the Services. PN shall provide all Telemedicine Equipment to permit it to access CASS COUNTY JAIL's systems and permit PN to access patients of CASS COUNTY JAIL in order to provide the Services. In the event that either Party requires any Telemedicine Equipment to ensure the access necessary, the respective Party shall obtain, at its own cost, the necessary Telemedicine Equipment. If either Party provides any Telemedicine Equipment to the other Party, the Party providing the Telemedicine Equipment shall be reimbursed by the other Party for the cost of obtaining, operating and maintaining the Telemedicine Equipment, as applicable.

SECTION 3. Duties and Obligations of Both Parties

- 3.1 **Data Exchange.** Both Parties acknowledge and agree that in order to deliver the Services, various types of data and confidential information will be shared between the Parties. The Parties agree that the types of data and terms of the data exchange are described specifically in Exhibit C and that both Parties agree to abide by the terms and conditions included therein.
- 3.2 **Compliance with Law.** PN and CASS COUNTY JAIL agree to take reasonable steps necessary to provide the Services are provided in accordance with all relevant federal, state and local laws and regulations including those federal and state laws and regulations relating to individuals that receive mental health services.
- 3.3 **Insurance.** Each Party shall maintain general and professional liability insurance in amounts mutually acceptable to the other Party. Each Party shall provide evidence of such coverage to the other Party upon request and shall immediately notify the other Party of any proposed change or cancellation in such coverage.
- 3.4 **Non-Discrimination.** PN will provide Services to patients of CASS COUNTY JAIL without discrimination on the basis of sex, race, creed, age, sexual orientation or national origin. CASS COUNTY JAIL will not discriminate on the basis of sex, race, creed, age, sexual orientation or national origin.
- 3.5 **Access to Records.** Consistent with federal and state requirements, each Party agrees to provide access to books and records related to the Services provided

under this Agreement for at least ten (10) years after the Services have been provided, upon request by the Secretary, U.S. Department of Health and Human Services, and U.S. Controller General or their representatives.

SECTION 4. Term. This Agreement shall commence on the Effective Date set forth at the beginning of this Agreement and shall continue in force for a period of one (1) year. After the initial term, this Agreement shall automatically renew for successive periods of one (1) year, unless terminated pursuant to Section 5 herein.

SECTION 5. Termination

5.1 Termination with Cause. Each Party may terminate this Agreement for material breach, by written notice to the breaching Party; provided that such breach remains uncured for a period of sixty (60) days after receipt of written notice thereof from the non-breaching Party.

5.2 Termination without Cause. Either Party may terminate this Agreement without cause upon one hundred eighty (180) days' written notice to the other Party.

5.3 Obligations upon Termination. Upon termination of this Agreement and prior to the effective date of termination, PN shall forward to CASS COUNTY JAIL copies of relevant records, documents, and work product compiled, created, or otherwise obtained by PN in performing the Services under this Agreement. In addition, PN shall cooperate in any transition process necessary should the duties to be performed by PN under this Agreement be transferred to CASS COUNTY JAIL or another entity.

SECTION 6 Confidential Information

6.1 Definition. "Confidential Information" means all proprietary or confidential information of any kind disclosed by either Party or its representatives or agents including but not limited to, any technical data or know-how, business plans, product plans or designs, products, services, client lists, provider lists, market strategies, protocols, marketing information and strategies, or financial information.

6.2 Exceptions. Information will not be deemed to be Confidential Information hereunder if such information (i) becomes known, independently of disclosure by the receiving Party from a source other than one having an obligation of confidentiality toward the Confidential Information; (ii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving Party; (iii) is in the possession of the receiving Party at the time of disclosure prior to disclosure by the disclosing Party (iv) becomes part of the public knowledge or literature, not as a result of any inaction or action

of the receiving Party; or (v) is independently developed by the receiving Party without reference to the disclosing Party's Confidential Information.

- 6.3 Nondisclosure of Confidential Information.** Each Party agrees that it will maintain and preserve the confidentiality of the other Party's Confidential Information, including, without limitation, taking such steps to preserve the confidentiality of the Confidential Information as it takes to preserve the confidentiality of its own Confidential Information. A receiving Party will immediately notify the disclosing Party if it is aware of any unauthorized use or disclosure of any Confidential Information by the receiving Party, its employees or agents, or any other entity.
- 6.4 Mandatory Disclosure.** In the event that any Party or its employees or agents are required by legal process to disclose any of the Confidential Information of the other Party, the receiving Party shall give prompt notice to the other Party so that it may seek a protective order or other appropriate relief. In the event that such protective order is not obtained, the receiving Party shall disclose only that portion of the Confidential Information which its counsel advises that it is legally required to disclose.
- 6.5 Return of Confidential Information.** Upon the written request of either Party at any time or upon termination of this Agreement, the receiving Party will destroy, or, at the option and sole expense of the disclosing Party return all Confidential Information of the disclosing Party.
- 6.6 No License Granted.** Nothing in this Agreement is intended to grant any rights to either Party under any patent, copyright, trade secret or other intellectual property right, nor shall this Agreement grant to any Party any rights in or to the other Party's Confidential Information, except as provided herein.

SECTION 7. Indemnification

- 7.1 By PN.** PN will indemnify, defend and hold CASS COUNTY JAIL, its directors, officers, shareholders, employees, representatives and assigns harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) resulting from any claim, suit, action, or proceeding against CASS COUNTY JAIL or its affiliates resulting from (i) a breach by PN of this Agreement; or (ii) the provision of Services by PN hereunder, or (iii) violations by PN of any applicable federal, state, or local laws or regulations and any applicable terms and conditions of any contract between CASS COUNTY JAIL and agencies of the State of North Dakota and/or the United States of America.
- 7.2 By CASS COUNTY JAIL.** CASS COUNTY JAIL will indemnify, defend and hold PN, its directors, officers, members, employees, representatives and assigns harmless from and against any and all costs, liabilities, losses, and expenses

(including, but not limited to, reasonable attorneys' fees) resulting from any claim, suit, action, or proceeding against PN or its affiliates resulting from (i) a breach by CASS COUNTY JAIL of this Agreement, (ii) CASS COUNTY JAIL's provision of care and services, including claims relating to patient care plans, protocols or standards or (iii) violations by CASS COUNTY JAIL of any applicable federal, state, or local laws or regulations and any applicable terms and conditions of any contract between CASS COUNTY JAIL and agencies of the State of North Dakota and/or the United States of America .

- 7.3 **Notice.** Each Party's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any potential claim, suit or action; (ii) being able to, at its option, control the defense of such claim, suit or action; (iii) permitting the indemnified Party to participate in the defense of any claim, suit or action; and (iv) receiving full cooperation of the indemnified Party in the defense thereof.

SECTION 8. Miscellaneous

- 8.1 **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of North Dakota without giving effect to the conflicts of laws principles thereof.
- 8.2 **Assignments.** Neither Party shall assign, transfer, or delegate its responsibilities herein to any third party without the prior written consent of the other Party hereto.
- 8.3 **Amendments.** Neither this Agreement nor any of the terms or conditions hereof may be amended, or modified except by means of a written instrument duly executed by both Parties.
- 8.4 **Entire Agreement.** This Agreement, including the exhibits, constitutes the entire understanding between the Parties as to the subject matter hereof, and supersedes all prior discussions, agreements, and understandings of every kind between them as to such subject matter.
- 8.5 **Independent Contractors.** PN and CASS COUNTY JAIL are independent contractors of each other. Nothing contained herein shall create or be deemed to create an employment, partnership or joint venture relationship between the Parties.
- 8.6 **Assignment.** Neither Party shall assign, transfer or otherwise dispose of any of its rights, title or interest in, to, or under this Agreement without the prior written consent of the other Party.
- 8.7 **Notices.** Notices shall be given by personally delivering or mailing same by certified mail, overnight carrier, or by facsimile transmission, to the respective

address of PN and CASS COUNTY JAIL or to other addresses as the Parties may specify in writing. Notice shall be deemed to have been given upon delivery, or, by facsimile, upon transmission, receipt confirmed.

8.8 Severability. If any provision of this Agreement is held to be unenforceable for any reason, it will be modified rather than voided, if possible, in order to achieve the intent of the Parties to this Agreement to the extent possible.

8.9 Waiver. Any waiver will be limited to the provision hereof and the circumstance or event specifically made subject thereto and will not be deemed a waiver of any other term hereof or of the same circumstance or event upon any recurrence thereof.

8.10 Survival. Notwithstanding termination of this Agreement, for any reason and at any time, Sections 6, 7, 8.1, 8.4 and 8.5 shall survive termination.

IN WITNESS WHEREOF, the Parties hereto, each by a duly authorized representative, have caused this Agreement to be effective on the day and year first above written.

CASS COUNTY JAIL

Psychiatry Networks

By: _____

By: 
David J. Lopez, M.D.

Its: _____

Its: President and CEO

Date: _____

Date: 01/24/13

EXHIBIT A
SCOPE OF SERVICES

Medical Services

1. PN will provide evaluation and on-going psychiatry and related treatment services for psychiatric patients or that receive psychiatric care at CASS COUNTY JAIL on an outpatient basis based on the psychiatric needs of the patient.
2. PN will provide the Services via the Telemedicine System to patients of CASS COUNTY JAIL who are present at CASS COUNTY JAIL.
3. PN will provide sufficient information to CASS COUNTY JAIL to propose treatment plans for individual patients. Treatment plans will be developed by PN after each initial patient visit. This will include the nature of services to be performed, CASS COUNTY JAIL staff responsibilities, the frequency of services and short and long-term goals.
4. Cass County Jail will not alter a mutually agreed upon plan of treatment (while a patient is incarcerated at Cass County Jail) without consulting the attending PN Psychiatrist. Treatment plans are subject to funding and other resources available to the Cass County Jail. This notwithstanding, Cass County Jail shall remain responsible for all emergency situations involving its patients and shall maintain and perform all current medical emergency protocols.
5. PN will provide ,on an hourly fee basis, consultation services to CASS COUNTY JAIL, as requested by CASS COUNTY JAIL, for the following range of services:
 - Provide in-service education and team meeting consultations, as scheduled, for CASS COUNTY JAIL staff.
 - Consultation in client admissions, discharges and planning conferences, utilization review and quality assurance meetings on a pre-scheduled basis.
6. PN is available to provide medical oversight for professional Institution staff. PN psychiatrists will oversee nurse practitioners and other professional institution staff, as contracted.

SCHEDULED TIME OF SERVICES

Normal hours of operation are 8 am – 5 pm Monday – Friday. On a pre-arranged basis it is possible to provide services on Saturday and Sunday.

PAYMENT SCHEDULE FOR SERVICES

\$245/hour with an unlimited (preplanned) maximum number of hours per week.
Psychiatric Evaluations are 60 minute events billed at \$245 per event and follow-up visits are 30 minute events billed at \$122.50

EXHIBIT B

BUSINESS ASSOCIATE AGREEMENT

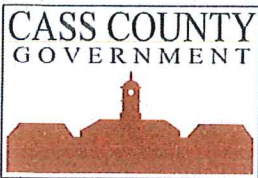
**A Business Associate Agreement has been determined to be non-applicable/not required
for the purposes of this contract.**

EXHIBIT C
DATA EXCHANGE TERMS AND CONDITIONS

1. PN and CASS COUNTY JAIL understand and agree to comply with all applicable federal and state security and access laws and regulations and all security and access policies and procedures.

PN will cause its Providers and staff to comply with all applicable federal and state patient security and access laws and regulations and all security and access policies and procedures

2. CASS COUNTY JAIL and PN will implement and maintain security measures throughout the duration of this Agreement that at a minimum meet federal HIPAA requirements, applicable state laws, and the policies established by PN. Examples of security measures include, but are not limited to:
 - a. Firewalls
 - b. Video camera encryption (examples of encrypted video cameras are Tandberg or Polycom) or use of the Psychiatry Networks video conferencing solution.
 - c. Email encryption or fax transmission
3. CASS COUNTY JAIL will comply with PN policies and protocols related to providing Services via the Telemedicine System.



RECEIVED

MAY 2 2013

CASS COUNTY COMMISSION

Highway Department

Jason Benson, P.E.
County Engineer

Richard S. Sieg
Superintendent

Thomas B. Soucy, P.E.
Design and Construction
Engineer

MEMORANDUM

TO: Cass County Personnel Overview Committee

FROM: Jason Benson, Cass County Engineer *Job*

DATE: April 30, 2013

SUBJECT: Agenda Item for May 6, 2013 Personnel Overview
Committee Meeting: Reorganization of the Engineering Staff
at the Highway Department

I am requesting the addition of a new Design and Construction Engineer and the reorganization of the Cass County Engineering Staff for the Highway Department.

Background Information:

Over the last several years we have seen a significant increase in the workload for the Engineering Staff at the Highway Department. Our aging highway and bridge network has required further work to maintain. In addition, the ongoing flooding and FM Diversion Project has increased this workload.

Since 2005 our road and bridge construction budget has gone from \$5 million to over \$10 million. These increases in funding are needed to preserve our highway system and rebuild our aging bridge network. However, this increase in funding comes with a significant increase in design, construction management, project survey, public meetings, and other engineering work. This increased workload has impacted both our Engineers and led to more responsibility being placed on our Engineering Technicians.

From 2000 to 2011 the County Engineer Staff has designed and/or managed over \$90 million dollars in Highway, Bridge, and Flood projects. During this time our engineering costs for our Cass County Engineering Staff was around 2.3% of the project cost. The total cost of our internal staff was \$2.15 million for these projects. Over this period our Engineering Staff completed the design and/or project management on a large majority of our projects. In comparison, the number of projects where consultant engineers completed the design or project management was much smaller. However, for this same time period, the cost for consulting engineering was over \$3 million, or approximately 3.3% of our total projects.

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

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

When looking at the \$75 million spent on our 25 largest projects, we used consultant engineers on 11 projects. The consultant engineers cost \$2.4 million or 3.2% of the \$75 million. Comparatively, our Engineering Staff worked on all 25 projects at a cost of \$1.4 million or 1.9% of the \$75 million. When looking at individual projects, it is common for the cost of consultant engineering to exceed 10% of the project cost

The Engineering Staff has worked very lean and efficient to bring the most value to the County. The Engineering Staff also picks up a large amount of other County related work when not focused on a specific project. These tasks include customer service, site inspections, administrative tasks, and other duties. This makes our Engineering Staff valuable all year round.

Staff Changes and Reorganization (see Organizational Chart):

The current Engineering Staff organization has all full time and part time staff reporting to the Design/Construction Supervisor. The new organization would include one Engineering Technician supervising a full time Engineering Technician and the four part time Engineering Technicians. The other Engineering Technician and Engineers would continue to report to the Design/Construction Supervisor. The Engineers would have a supervisory relationship over the Engineering Technicians during project design or construction, based on the work assignments of the Engineering Technicians.

The Design/Construction Supervisor position qualification allow the candidate to be either an Engineer or Engineer Technician and requires no Professional Engineering License. I feel this position should be elevated to the Assistant County Engineer and require a Professional Engineering License.

As professional level staff, our engineering and technician positions do not account for advanced degrees or a Professional Engineering License. In reorganizing the Engineering Staff it will allow for more professional advancement and to be more aligned with the NDDOT structure with levels of engineering positions. In the Fargo/Moorhead area there has been a continued need for civil engineers and expansion of engineering firms. With the current demand for engineers and technicians, we have seen both in the City of Fargo and Moorhead lose staff to consultant firms. In 2011 Burleigh County implemented personnel changes to allow their Design and Construction Engineer position to be changed to an Engineer I or Engineer II position. This allows an engineer to move into the level I or II position based on experience and a Professional Engineering License. This is similar to the current States Attorney positions where after so many years of service they are moved into a higher pay grade. I feel this system incentivizes our Engineers to seek their Professional Engineering License without the increased risk of losing them to other organizations that pay more for a Professional Engineer. This will allow the County to develop a higher quality work force and provide an incentive for achieving professional licensure.

Finally, over the last several years we have increased our Engineering Technician workload with more project planning, design, and Right of Way Acquisition. One of the Technician positions serves as the Engineering Technician Supervisor responsible for managing our four part time

Engineering Technicians and one full time Engineering Technician. Another Technician position is tasked with Project Management and Right of Way Acquisition. Overtime the regulation and requirements of acquiring Right of Way has increased. These real-estate issues have profound effects on project development, design, and legal issues. Having well defined staff member with Right of Way duties is critical in making sure the County effectively manages and administers the Right of Way Acquisition process. Because of these changes in duties, I am requesting there be both Engineer Technician I and II positions within the Engineering Staff. The Engineer Technician I would be the entry level position reporting to an Engineer Technician II. The Engineer Technician II's would be the Technician Supervisor and the Project Management/Right of Way Acquisition position.

Definition of Changes and Costs:

Assistant County Engineer: Request to create the Assistant County Engineer at a grade D61 and move the current Design/Construction Supervisor into this position from grade C51. Annual Cost of \$4,732.

New Design & Construction Engineer: Request a new Design & Construction Engineer at grade C42. Annual Cost of \$72,030 for salary and benefits.

Engineer I and II: Request the Design & Construction Engineer positions be changed to the Engineer I and II positions. Engineers without their Professional Engineering License will be assigned as an Engineer I, grade 42. Upon earning their Professional Engineering License they will be moved into the Engineer II, grade C44. This change will have an annual cost difference based on the number of years of service prior to the engineer achieving their Professional Engineering License. The change for a C42 Step 4 to a C44 Step 4 would be increased Annual Cost of \$4,431.

Engineering Technician I: Leave one Engineering Technician position in as an Engineering Technician I in the grade of B23. Annual Cost of \$0.

Engineering Technician II: Move two Engineering Technician positions to the Engineering Technician II in the grade of B32. Annual Cost for both positions is \$5,629.

SUGGESTED MOTION: Approve the addition of a new Design and Construction Engineer and reorganization of the Engineering Staff with an Assistant County Engineer, Engineering I and II positions, and Engineering Technician I and II positions.



RECEIVED

APR 30 2013

CASS COUNTY COMMISSION

Auditor

April 30, 2013

Michael Montplaisir, CPA
701-241-5601

Treasurer

Charlotte Sandvik
701-241-5611

Director of Equalization

Frank Klein
701-241-5616

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

RE: April Diversion Billing

Dear Commissioners:

The April billing for the Flood Diversion Board of Authority is attached. The expenses are the county's share of engineering, legal, management contract, and accounting services.

Sincerely,


Michael Montplaisir, CPA
Cass County Auditor

SUGGESTED MOTION:

Move to approve the expenses for the Flood Diversion Board of Authority in the amount of \$418,931.44 for the month of April, 2013.

MY DOCUMENTS\HEATHER\DIVERSION DOCUMENTS\COMMISSION LETTER FOR DIVERSION BILLING-APR 2013.DOCX

Box 2806
211 Ninth Street South
Fargo, North Dakota 58103

Fax 701-241-5728

www.casscountynd.gov

INVOICE



CITY OF FARGO, NORTH DAKOTA
CITY AUDITORS OFFICE
PO BOX 1607
FARGO, ND 58107

(701) 241-1333

TO: Cass County Auditors Office
Mike Montplaisir
PO Box 2806
FARGO, ND 58107

INVOICE NO: 214193
DATE: 4/30/13

CUSTOMER NO: 899/17916

TYPE: DV - DIVERSION AUTHORITY

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	FM Diversion Authority April 2013 billing	418,931.44	418,931.44

*DUE UPON RECEIPT. LATE PAYMENT CHARGE OF 1.5%/MO
WILL BE APPLIED 30 DAYS AFTER INVOICE DATE.

TOTAL DUE: \$418,931.44

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 4/30/13 DUE DATE: 4/30/13
CUSTOMER NO: 899/17916

NAME: Cass County Auditors Office
TYPE: DV - DIVERSION AUTHORITY

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF FARGO, NORTH DAKOTA
CITY AUDITORS OFFICE
PO BOX 1607
FARGO ND 58107

INVOICE NO: 214193
TERMS: NET 0 DAYS

AMOUNT: \$418,931.44

**FM DIVERSION AUTHORITY
LOCAL AGENCY BILLINGS (Cash Disbursement Basis)**

BILLING PERIOD:	Apr-13
INVOICE DATE:	4/30/2013
TOTAL INVOICED AMOUNTS:	\$ 930,958.76

Details of Costs Billed:	Cash Disbursed
33-05 Engineering Services	\$ 478,075.17
33-20 Accounting Services	460.00
33-79 Construction Management Services	451,902.89
34.65 Right of Entry Requests	471.50
38-99 Other Services	49.20
Total Disbursed	\$ 930,958.76

FM Diversion Cost Allocation	A/R Type	A/R Code	Cust. ID #	Agency Cost Share	Billed Amounts
337-80-20 City of Fargo				45%	418,931.44
337-80-25 City of Moorhead	DV	FMDV1	1969	10%	93,095.88
337-80-30 Cass County	DV	FMDV2	899	45%	418,931.44
Total Partnership A/R Billing Totals					\$ 930,958.76

Date: 4/30/2013

**FM Diversion Authority
Summary of Cash Disbursements
Period April 2013**

Period/Year: 04/2013

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
790-7910-429.33-20	4/26/2013	JB04130015	CITY OF FARGO	460.00	FISCAL SERVICES	V00102	General & Admin. WIK
Total Accounting Services \$				460.00			
790-7910-429.38-99	4/17/2013	238811	NORTH DAKOTA TELEPHONE CO	49.20	SETUP FEE 1/18/13	V00102	General & Admin. WIK
Total Other Services \$				49.20			
790-7915-429.33-05	4/10/2013	238478	HOUSTON-MOORE GROUP LLC	45,230.80	1/1-1/31/13	V01603	CR-81 & I29 BRIDGE DESIGN
	4/10/2013	238478	HOUSTON-MOORE GROUP LLC	7,630.88	1/1-1/31/13	V01607	RECREATION/USE MASTER PLN
	4/10/2013	238478	HOUSTON-MOORE GROUP LLC	10,099.33	1/1-1/31/13	V01608	WORK-IN-KIND (WIK)
	4/10/2013	238478	HOUSTON-MOORE GROUP LLC	61,718.52	1/1-1/31/13	V01609	HYDROLOGY/HYDRAULIC MODEL
	4/10/2013	238478	HOUSTON-MOORE GROUP LLC	78,517.35	1/1-1/31/13	V01613	LEVEE DESIGN & SUPPORT
	4/29/2013	239097	URS CORPORATION	4,875.14	THRU 2/28/13	V01002	NW Alignment Survey-URS
	4/29/2013	239097	URS CORPORATION	2,091.50	THRU 3/8/13	V01002	NW Alignment Survey-URS
Total Engineering Services \$				210,163.52			
790-7920-429.33-05	4/10/2013	238478	HOUSTON-MOORE GROUP LLC	67,328.54	1/1-1/31/13	V01601	HMG - PROJECT MANAGEMENT
Total Engineering Services \$				67,328.54			
790-7920-429.33-79	4/10/2013	238403	CH2M HILL ENGINEERS INC	451,902.89	THRU 2/22/13	V00203	CH2M HILL - 10/1-6/30/13
Total Project Management \$				451,902.89			
790-7930-429.33-05	4/17/2013	238824	RED RIVER BASIN COMMISSION	52,775.00	SUB-WATERSHED	V02101	STUDY UPPER RR RETENTION
	4/10/2013	238478	HOUSTON-MOORE GROUP LLC	31,251.42	1/1-1/31/13	V01602	CR-31 BRIDGE DESIGN
	4/10/2013	238478	HOUSTON-MOORE GROUP LLC	29,168.46	1/1-1/31/13	V01604	CR-32 & CR-22 BRIDGE DSGN
	4/10/2013	238478	HOUSTON-MOORE GROUP LLC	66,509.20	1/1-1/31/13	V01604	CR-32 & CR-22 BRIDGE DSGN

Date: 4/30/2013

**FM Diversion Authority
Summary of Cash Disbursements
Period April 2013**

Period/Year: 04/2013

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
	4/10/2013	238478	HOUSTON-MOORE GROUP LLC	18,371.03	1/1-1/31/13	V01606	LAND MANAGEMENT SERVICES
	4/10/2013	238478	HOUSTON-MOORE GROUP LLC	2,508.00	1/1-1/31/13	V01610	UTILITIES DESIGN
Total Engineering Services \$				200,583.11			
790-7931-429.34-65	4/17/2013	238813	OHNSTAD TWICHELL PC	471.50	RIGHT OF ENTRY/LAND ACQUI	V01301	City of Moorhead ROE
Total Right of Entry Requests \$				471.50			
Total Disbursed for Period \$				930,958.76			