

## CONTRACT APPROVAL

### SUGGESTED MOTION:

Move to approve the following contracts\* submitted by respective department head, subject to state's attorney approval, and authorize the chairman to sign.

#### Received as of December 10, 2013:

- Flood lot lease renewals for 2014;
- Village Business Institute—Employee Assistance Program (EAP) for 2014;
- Community Living Services, Fargo Cass Public Health, Sanford Home Care, Spectrum Home Care Fargo, Tami's Angels—homemaker and home health aide services for low income individuals for 2014;
- North Dakota Department of Emergency Services—grant award in the amount of \$37,089.60 from the State Homeland Security Program to purchase a boat and associated equipment to be used by Valley Water Rescue (the grant does not require any matching county funds).

## LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and Cass County 4H Outdoor Skills, 1010 2<sup>nd</sup> Avenue South, Fargo ND 58103 (hereinafter "Lessee").

THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Property: The County hereby offers to lease, and the Lessee agrees to lease, the property situated in the Township of Addison, County of Cass, State of North Dakota, described as: 4-138-51 PT OF NW 1/4 DESC AS FOLLS: AC 9.91 BEG AT NW CORN OF NW 1/4 THEN BEAR N 90DEG00'00" E ALG THE N LN OF NW 1/4 416.33' THEN S 00DEG24'55" E PARAL W/ THE W LN OF NW 1/4 1036.36' THEN N 90DEG00'00" W 416.33' TO A PT ON THE W LN OF NW 1/4 THEN N 00DEG24'55" W ALG THE W LN OF NW 1/4 1036.36' TO THE POINT OF BEG (hereinafter "property").
2. Term: The term of this lease shall commence on January 1, 2014 and expire at midnight on December 31, 2014.
3. Rent: Rent shall be \$10 dollars per year, payable in advance of the commencement day, to the County by and through the Cass County Auditor at the address given in the section herein entitled Notices.
4. Use: The property shall only be used for purposes consistent with those contained in Exhibit 1 (attached). Furthermore, the property shall not be used for, among other purposes, parking vehicles; building any kind of structure without prior written approval of the County; storage of any kind of equipment or personal property; placement of any signs; raising or keeping of animals; or disposal of any kind of materials, whether hazardous or not. The determination of compliance with these limitations on use of the property shall be at the County's sole discretion.
5. Delivery of Possession: Lessee acknowledges that Lessee has inspected the property and accepts it as suitable for the purpose and use described in this Lease and that the property then complies with the use limitations.
6. Insurance: At all times during the term of this Lease, Lessee shall maintain at Lessee's sole expense, public liability and property damage liability insurance in an amount not less than \$250,000/person, \$1,000,000/occurrence, which requirement can be met by coverage under the North Dakota Risk Management Fund. Lessee shall deliver to County a copy of the certificate of insurance prior to the commencement, and renewal if applicable, of this Lease. County makes no representation that the limits of liability specified herein are adequate to protect Lessee.

7. Indemnification: County shall not be liable for any damage to Lessee, or any other person, or to any property, occurring on the premises or any part thereof, unless such damage is the proximate result of the negligence or an unlawful act of the County. Subject to State law and to the extent of available appropriations, Lessee agrees to hold the County harmless from any claims for damages occurring on the property, no matter how caused, except for injury damages for which County is legally responsible.
8. Ordinances and Statutes: Lessee shall comply with all statutes, ordinances and requirements of municipal, state and federal authorities.
9. Assignment and Subletting: Lessee shall not assign this Lease or sublet any portion of the property without prior written consent of the County.
10. Entry/Inspection of Property: Lessee shall permit County or County's agents to enter and inspect the property at any reasonable time for the purpose of verifying compliance with the terms of this Lease.
11. Maintenance: Lessee shall, at his/her own expense, and at all times, remove snow from any sidewalks, keep the property clear of rubbish or weeds, regularly mow the grass, irrigate or water the property in a manner sufficient to maintain the property but not in a manner inconsistent with governing statutes, ordinances or rules.
12. Default - Event: Lessee will be in default of this Lease for failure to timely pay any rent, or failure to abide by any material terms or conditions of this Lease including, but not limited to, the limitations on use of the property, and such default continues for ten (10) days after written notice from County.
13. Default - County's Remedies: If any one or more of the default events set forth herein occurs, then the County may, in its sole discretion, do one or more of the following:
  1. Give Lessee written notice of its intention to terminate this Lease on the date of such notice, or on any later date that the County may specify in such notice. On the date so specified in such notice, Lessee's right to use of the property will cease and the Lease will be terminated.
  2. Remove personal property and/or other materials that reflect an inappropriate use of the property, and charge Lessee a reasonable sum for removal, storage or/and disposal of such items.
  3. Collect all lawful costs and disbursements that may arise as a result of any suit filed as a result of Lessee's default.
  4. Exercise such rights or remedies that may be provided by law.

14. Notices: Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to the Lessee or County at the respective addresses given below, or at such other places as may be designated by the parties in writing from time-to-time, or may be delivered in person.

County: 211 9<sup>th</sup> Street South, P.O. Box 2806, Fargo, ND 58108-2806  
Lessee: 1010 2<sup>nd</sup> Ave South, Fargo ND 58103

15. Binding Effect: All the provisions hereof shall extend to and be binding upon, and in favor of or against (as the case may be), the heirs, executors, administrators, guardians, assigns and successors in interest of the parties hereto.
16. Severability: If any provision of this Lease should be found invalid or unenforceable, then the rest and remainder of the provisions shall remain valid and enforceable.
17. Entire Agreement: This Lease represents the entire agreement between the parties and there are no collateral or oral agreements or understandings and any executory agreement hereafter made shall be made ineffectiye to change, modify or discharge this lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.
18. Construction: All provisions hereof and words and phrases used herein shall be governed and construed under the laws of the State of North Dakota.
19. Time is of the Essence: Time is of the essence for each term and provision of this lease.
20. Effective Date: The effective date of this lease is January 1, 2014, regardless of the day that the parties may have signed this agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:

  
Lessee *v.p. Finance Admin.*

Cass County

\_\_\_\_\_  
By: Chairman  
Cass County Commission

## EXHIBIT 1

### Additional Lease Terms and Conditions

WHEREAS, Cass County North Dakota became the rightful owner of certain real property, more fully described in the attached Lease, through the use of certain disaster relief funds under Section 404 of the Stafford Act; and

WHEREAS, the terms of the Stafford Act, and related regulations and agreements (e.g., FEMA-State Agreement) require that Cass County agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural flood plain values;

NOW, THEREFORE, the attached Lease is made subject to the following additional terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated there under (44-C.F.R. 206-434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply to the leased property:
  - (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved previous parking lots and other uses described in 44 C.F.R. Section 206-434, as it reads now and may be amended in the future.
  - (b) Structures. No new structures shall be erected on the property other than:
    - (1) a public facility that is open on all sides and functionally related to the open space use;
    - (2) a restroom; or
    - (3) a structure that is compatible with the uses described in Paragraph 1(a), above, and approved by Cass County in writing prior to the commencement of the construction of the structure.
2. Inspection. FEMA, its representatives, and assigns, including Cass County, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the above terms.
3. Enforcement. Any violation of these terms may, at Cass County's sole discretion, be deemed a default with all the rights and remedies available under the attached Lease.

# Anderson & Fercho, PLLC

Certified Public Accountants

Dwight C. Anderson, CPA  
William F. Fercho, MBA, CPA  
John G. Ringdahl

3209 Fiechtner Drive S  
PO Box 9014  
Fargo, ND 58106-9014

701-235-8095  
800-472-6107  
Fax 701-232-2029  
www.andersonfercho.com

November 27, 2013

Heather Worden  
Cass County  
PO Box 2806  
Fargo, ND 58108-2806

RECEIVED

DEC 2 2013

CASS COUNTY COMMISSION

Dear Heather:

Enclosed are the lease copies signed by me as the Managing General Partner of Fercho Family Farms, LLLP.

Also, enclosed is a \$20 check for the 2014 Lease Payment.

And, enclosed is proof of insurance. The Lots are Locations 16 & 17 on the North Star Renewal Certificate. We will renew the insurance again for 2014. I haven't received a bill yet for it.

Please let me know if you have any questions or need anything else.

Sincerely,



William F. Fercho, MBA, CPA

E-mail: [bill@andersonfercho.com](mailto:bill@andersonfercho.com)

## LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and Fercho Family Farms, LLLP, 4903 Rose Creek Parkway South, Fargo, North Dakota 58104-6846 (hereinafter "Lessee").

THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Property: The County hereby offers to lease, and the Lessee agrees to lease, the property situated in the Township of Noble, County of Cass, State of North Dakota, described as: 25-143-49 Part of Government Lots 1 & 2 Commencing at the NW Corner of Section 25 then N 90Deg00'00" E Along N line of Section 25 for 2232.00' then S 04Deg08'25" E for 249.03' then S 04Degrees 02'07" W for 107.68' then S 41Deg 38'49" W for 62.91' to the point of Beginning. Then S 18Deg07'22" E for 45.24' then S 00Deg00'00" E for 184.29' then N 90Deg00'00" W for 180' then N 00Deg00'00" W for 245.4' then N 90Deg00'00" East for 160' then S 18Deg07'22" E for 19.05' to Point of Beginning. Said tract contains 1.0 acre more or less (hereinafter "property").
2. Term: The term of this lease shall commence on January 1, 2014 and expire at midnight on December 31, 2014.
3. Rent: Rent shall be \$10 dollars per year, payable in advance of the commencement day, to the County by and through the Cass County Auditor at the address given in the section herein entitled Notices.
4. Use: The property shall only be used for purposes consistent with those contained in Exhibit 1 (attached). Furthermore, the property shall not be used for, among other purposes, parking vehicles; building any kind of structure without prior written approval of the County; storage of any kind of equipment or personal property; placement of any signs; raising or keeping of animals; or disposal of any kind of materials, whether hazardous or not. The determination of compliance with these limitations on use of the property shall be at the County's sole discretion.
5. Delivery of Possession: Lessee acknowledges that Lessee has inspected the property and accepts it as suitable for the purpose and use described in this Lease and that the property then complies with the use limitations.
6. Insurance: At all times during the term of this Lease, Lessee shall maintain at Lessee's sole expense, public liability and property damage liability insurance in an amount not less than \$500,000. Lessee shall deliver to County a copy of the certificate of insurance prior to the commencement, and renewal if applicable, of this Lease. County makes no representation that the limits of liability specified herein are adequate to protect Lessee.

7. Indemnification: County shall not be liable for any damage to Lessee, or any other person, or to any property, occurring on the premises or any part thereof, unless such damage is the proximate result of the negligence of an unlawful act of the County. Lessee agrees to hold the County harmless from any claims for damages occurring on the property, no matter how caused, except for injury damages for which County is legally responsible.
8. Ordinances and Statutes: Lessee shall comply with all statutes, ordinances and requirements of municipal, state and federal authorities.
9. Assignment and Subletting: Lessee shall not assign this Lease or sublet any portion of the property without prior written consent of the County.
10. Entry/Inspection of Property: Lessee shall permit County or County's agents to enter and inspect the property at any reasonable time for the purpose of verifying compliance with the terms of this Lease.
11. Maintenance: Lessee shall, at his/her own expense, and at all times, remove snow from any sidewalks, keep the property clear of rubbish or weeds, regularly mow the grass, irrigate or water the property in a manner sufficient to maintain the property but not in a manner inconsistent with governing statutes, ordinances or rules.
12. Default - Event: Lessee will be in default of this Lease for failure to timely pay any rent, or failure to abide by any material terms or conditions of this Lease including, but not limited to, the limitations on use of the property, and such default continues for ten (10) days after written notice from County.
13. Default - County's Remedies: If any one or more of the default events set forth herein occurs, then the County may, in its sole discretion, do one or more of the following:
  1. Give Lessee written notice of its intention to terminate this Lease on the date of such notice, or on any later date that the County may specify in such notice. On the date so specified in such notice, Lessee's right to use of the property will cease and the Lease will be terminated.
  2. Remove personal property and/or other materials that reflect an inappropriate use of the property, and charge Lessee a reasonable sum for removal, storage or/and disposal of such items.
  3. Collect all reasonable attorney fees, costs and disbursements that may arise as a result of any suit filed as a result of Lessee's default.
  4. Exercise such rights or remedies that may be provided by law.



14. Notices: Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to the Lessee or County at the respective addresses given below, or at such other places as may be designated by the parties in writing from time-to-time, or may be delivered in person.

County: P.O. Box 2806, 211 9<sup>th</sup> Street South, Fargo, ND 58108-2806

Lessee: 4903 Rose Creek Parkway South, Fargo ND 58104-6846

15. Binding Effect: All the provisions hereof shall extend to and be binding upon, and in favor of or against (as the case may be), the heirs executors, administrators, guardians, assigns and successors in interest of the parties hereto.

16. Severability: If any provision of this Lease should be found invalid or unenforceable, then the rest and remainder of the provisions shall remain valid and enforceable.

17. Entire Agreement: This Lease represents the entire agreement between the parties and there are no collateral or oral agreements or understandings and any executory agreement hereafter made shall be made ineffective to change, modify or discharge this lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.

18. Construction: All provisions hereof and words and phrases used herein shall be governed and construed under the laws of the State of North Dakota.

19. Time is of the Essence: Time is of the essence for each term and provision of this lease.

20. Effective Date: The effective date of this lease is January 1, 2014, regardless of the day that the parties may have signed this agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:

Cass County

W F Fercho  
Lessee  
William F. Fercho  
Managing Partner  
Fercho Family Farms, LLC

\_\_\_\_\_  
By: Chairman  
Cass County Board of Commissioners

## EXHIBIT 1

### Additional Lease Terms and Conditions

WHEREAS, Cass County North Dakota became the rightful owner of certain real property, more fully described in the attached Lease, through the use of certain disaster relief funds under Section 404 of the Stafford Act; and

WHEREAS, the terms of the Stafford Act, and related regulations and agreements (e.g., FEMA-State Agreement) require that Cass County agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural flood plain values;

NOW, THEREFORE, the attached Lease is made subject to the following additional terms and conditions:

21. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44-C.F.R. 206-434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply to the leased property:
  - (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved previous parking lots and other uses described in 44 C.F.R. Section 206-434, as it reads now and may be amended in the future.
  - (b) Structures. No new structures shall be erected on the property other than:
    - (1) a public facility that is open on all sides and functionally related to the open space use;
    - (2) a restroom; or
    - (3) a structure that is compatible with the uses described in Paragraph 1(a), above, and approved by Cass County in writing prior to the commencement of the construction of the structure.
2. Inspection. FEMA, its representatives, and assigns, including Cass County, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the above terms.
3. Enforcement. Any violation of these terms may, at Cass County's sole discretion, be deemed a default with all the rights and remedies available under the attached Lease.

**COMMON POLICY DECLARATIONS  
RENEWAL CERTIFICATE**

INSURED'S COPY

15 YIF

POLICY NUMBER: CG66200



NAMED INSURED AND MAILING ADDRESS

AGENT AND ADDRESS

1122

FERCHO FAMILY FARMS LLLP  
% W FERCHO MANAGING PARTNER  
4903 ROSE CREEK PKWY S  
FARGO, ND 58104-6846

WARNER AND COMPANY  
318 BROADWAY  
PO BOX 1470  
FARGO ND 58107

(701) 237-6414

POLICY PERIOD: FROM **1/01/2013** TO **1/01/2014** AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

In return for the payment of the premium, the policy designated above is renewed for the indicated policy period. Insurance provided is subject to all the terms of the original policy unless changed by forms and/or endorsements attached to the original policy or the renewal certificate(s). **Please retain this renewal certificate with your original policy!**

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
COMMERCIAL GENERAL LIABILITY COVERAGE PART .....	\$ 191.00
CERTIFIED TERRORISM COVERAGE (SEE DISCLOSURE NOTICE) .....	\$ 0.00
<b>TOTAL ANNUAL PREMIUM</b>	<b>\$ 191.00</b>
	PREMIUM AUDIT PERIOD: ANNUAL

**BILL TO: INSURED**

**(THIS IS NOT A BILL; STATEMENT WILL FOLLOW)**

Your policy is subject to the forms/endorsements listed below—any new or revised forms/endorsements are attached and now apply. (If this is a renewal certificate or a revision, only the new or revised forms/endorsements are attached.) Current policy forms are available on request.

- |               |               |               |               |
|---------------|---------------|---------------|---------------|
| IL0017(11-98) | CF1736(01-08) | IL0234(09-08) | IL0003(09-08) |
| CF1557(08-08) | CF-846(08-00) | CG0001(12-07) | CG0068(05-09) |
| CG2147(12-07) | CG2155(09-99) | CG2160(09-98) | CG2167(12-04) |
| CG2186(12-04) | CG2196(03-05) | IL0021(09-08) | CF-935(11-05) |
| CF-936(11-05) | CG2104(11-85) | IL0165(09-08) |               |

PROCESS DATE: 11/30/2012

**COMMERCIAL LIABILITY DECLARATIONS  
RENEWAL CERTIFICATE**

15 YIF

POLICY NUMBER: **CG66200**  
POLICY PERIOD: 1/01/2013 TO 1/01/2014



**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

LIMITS OF INSURANCE:

GENERAL AGGREGATE LIMIT . . . . .	\$ 2,000,000
PRODUCTS - COMPLETED OPERATIONS AGGREGATE LIMIT . . . . .	\$ - 0 -
PERSONAL AND ADVERTISING INJURY LIMIT . . . . .	\$ 1,000,000
EACH OCCURRENCE LIMIT . . . . .	\$ 1,000,000
FIRE DAMAGE LIMIT (ANY ONE FIRE) . . . . .	\$ 100,000
MEDICAL EXPENSE LIMIT (ANY ONE PERSON) . . . . .	\$ 5,000

FORM OF BUSINESS: INDIVIDUAL

LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY AND BUSINESS DESCRIPTION:

- LOC. 03 246A SEC 13-137-49, CASS CNTY, HICKSON, ND; FARMLAND
- LOC. 04 128A SEC 25-138-55, CASS CNTY, ALICE, ND; FARMLAND
- LOC. 05 110A SEC 36-138-55, CASS CNTY, ALICE, ND; FARMLAND
- LOC. 08 4A SEC 23-143-49, CASS CNTY, GARDNER, ND; FARMLAND
- LOC. 09 28A SEC 25-143-49, CASS CNTY, GARDNER, ND; FARMLAND
- LOC. 10 320A SEC 19-147-49, TRAIL CNTY, HILLSBORO, ND; FARMLAND
- LOC. 11 320A SEC 4-141-49, CASS CNTY, ARGUSVILLE, ND; FARMLAND
- LOC. 14 160A SEC 23-143-49, CASS CNTY, GARDNER, ND; FARMLAND
- LOC. 15 80A SEC 23-143-49, CASS CNTY, GARDNER, ND; FARMLAND
- LOC. 16 1A SEC 25-143-49, CASS CNTY, GARDNER, ND; FARMLAND
- LOC. 17 10A SEC 23-143-49, CASS CNTY, GARDNER, ND; FARMLAND
- LOC. 18 160A SEC 12-135-53, RANSOM CNTY, ND, SHELDON, ND; FARM LAND
- LOC. 19 90A SEC 24-143-49, CASS CNTY, GARDNER, ND; FARMLAND
- LOC. 20 13A SEC 25-143-49, CASS CNTY, GARDNER, ND; FARMLAND

CLASSIFICATION:	CODE NO.	PREMIUM BASE	ADVANCE PREMIUM PR/CO	PREMIUM ALL OTHER
FARM LIAB INCL COMP OPS FARM RESID INCL ACREAGE (501-2000 ACRES)*	75251	1	\$	156.00
EMPLOYERS LIAB 40 DAYS OR LESS	76750	1	\$	35.00

## LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and Fercho Family Farms, LLLP, 4903 Rose Creek Parkway South, Fargo, North Dakota 58104-6846 (hereinafter "Lessee").

THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Property: The County hereby offers to lease, and the Lessee agrees to lease, the property situated in the Township of Noble, County of Cass, State of North Dakota, described as: 23-143-49 Described Tract S 496.92' of Auditor's Lot 1 of NW 1/4 of NW 1/4, also known as Tract B. Said tract contains 9.79 Acres more or less. (hereinafter "property").
2. Term: The term of this lease shall commence on January 1, 2014 and expire at midnight on December 31, 2014.
3. Rent: Rent shall be \$10 dollars per year, payable in advance of the commencement day, to the County by and through the Cass County Auditor at the address given in the section herein entitled Notices.
4. Use: The property shall only be used for purposes consistent with those contained in Exhibit 1 (attached). Furthermore, the property shall not be used for, among other purposes, parking vehicles; building any kind of structure without prior written approval of the County; storage of any kind of equipment or personal property; placement of any signs; raising or keeping of animals; or disposal of any kind of materials, whether hazardous or not. The determination of compliance with these limitations on use of the property shall be at the County's sole discretion.
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County: P.O. Box 2806, 211 9<sup>th</sup> Street South, Fargo ND 58108-2806

Lessee: 4903 Rose Creek Parkway South, Fargo ND 58104-6846

15. Binding Effect: All the provisions hereof shall extend to and be binding upon, and in favor of or against (as the case may be), the heirs, executors, administrators, guardians, assigns and successors in interest of the parties hereto.
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18. Construction: All provisions hereof and words and phrases used herein shall be governed and construed under the laws of the State of North Dakota.
19. Time is of the Essence: Time is of the essence for each term and provision of this lease.
20. Effective Date: The effective date of this lease is January 1, 2014, regardless of the day that the parties may have signed this agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:

  
\_\_\_\_\_  
Lessee  
William F. Fevcho  
Managing Partner  
Fevcho Family Farms, LLP

Cass County

\_\_\_\_\_  
By: Chairman  
Cass County Board of Commissioners

## EXHIBIT 1

### Additional Lease Terms and Conditions

WHEREAS, Cass County North Dakota became the rightful owner of certain real property, more fully described in the attached Lease, through the use of certain disaster relief funds under Section 404 of the Stafford Act; and

WHEREAS, the terms of the Stafford Act, and related regulations and agreements (e.g., FEMA-State Agreement) require that Cass County agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural flood plain values;

NOW, THEREFORE, the attached Lease is made subject to the following additional terms and conditions:

21. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44-C.F.R. 206-434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply to the leased property:
  - (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved previous parking lots and other uses described in 44 C.F.R. Section 206-434, as it reads now and may be amended in the future.
  - (b) Structures. No new structures shall be erected on the property other than:
    - (1) a public facility that is open on all sides and functionally related to the open space use;
    - (2) a restroom; or
    - (3) a structure that is compatible with the uses described in Paragraph 1(a), above, and approved by Cass County in writing prior to the commencement of the construction of the structure.
2. Inspection. FEMA, its representatives, and assigns, including Cass County, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the above terms.
3. Enforcement. Any violation of these terms may, at Cass County's sole discretion, be deemed a default with all the rights and remedies available under the attached Lease.



## LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and Jody A. and Karla J. Slusher, 4820 Co Rd 81 S, Horace, ND 58047-9721 (hereinafter "Lessee").

THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Property: The County hereby offers to lease, and the Lessee agrees to lease, the property situated in the Township of Pleasant, County of Cass, State of North Dakota, described as: 6-137-48 DESC TRACT COMMENCING AT SW COR GVNT LT 4, THN S 90 DEG 00 MIN 00 SEC E ALG S BOUNDARY LN 33', THN N 00 DEG 11 MIN 10 SEC E 745.2' TO PT OF BEG, WHICH POINT IS NW COR OF CEMETERY OF LUTHERAN CHURCH, THN N 89 DEG 48 MIN 50 SEC W 33' +/- TO W SECT LN SECT 6, THN N 00 DEG 11 MIN 10 SEC E 150', THN S 89 DEG 48 MIN 50 SEC E 291', THN S 13 DEG 03 MIN 20 SEC W ALG STRAIGHT LN 153.85' +/- TO PNT OF INTERSCTN WITH LINE S 89 DEG 48 MIN 50 SEC E FRM PT OF BEG, THN N 89 DEG 48 MIN 50 SEC W 223.75' TO PNT OF BEG \*6/27/95 LEGAL DESC CHANGE PER DOC #715013 & #715014\*. (Hereinafter "property").
2. Term: The term of this lease shall commence on January 1, 2014, and expire at midnight December 31, 2014.
3. Rent: Rent shall be \$10 per year, payable in advance of the commencement day, to the County by and through the Cass County Auditor at the address given in the section herein entitled Notices.
4. Use: The property shall only be used for purposes consistent with those contained in Exhibit 1 (attached). Furthermore, the property shall not be used for, among other purposes, parking vehicles; building any kind of structure without prior written approval of the County; storage of any kind of equipment or personal property; placement of any signs; raising or keeping of animals; or disposal of any kind of materials, whether hazardous or not. The determination of compliance with these limitations on use of the property shall be at the County's sole discretion.
5. Delivery of Possession: Lessee acknowledges that Lessee has inspected the property and accepts it as suitable for the purpose and use described in this Lease and that the property then complies with the use limitations.
6. Insurance: At all times during the term of this Lease, Lessee shall maintain at Lessee's sole expense, public liability and property damage liability insurance in an amount not less than \$500,000. Lessee shall deliver to County a copy of the certificate of insurance prior to the commencement, and renewal if applicable, of this Lease. County makes no representation that the limits of liability specified herein are adequate to protect Lessee.

7. Indemnification: County shall not be liable for any damage to Lessee, or any other person, or to any property, occurring on the premises or any part thereof, unless such damage is the proximate result of the negligence of an unlawful act of the County. Lessee agrees to hold the County harmless from any claims for damages occurring on the property, no matter how caused, except for injury damages for which County is legally responsible.
8. Ordinances and Statutes: Lessee shall comply with all statutes, ordinances and requirements of municipal, state and federal authorities.
9. Assignment and Subletting: Lessee shall not assign this Lease or sublet any portion of the property without prior written consent of the County.
10. Entry/Inspection of Property: Lessee shall permit County or County's agents to enter and inspect the property at any reasonable time for the purpose of verifying compliance with the terms of this Lease.
11. Maintenance: Lessee shall, at his/her own expense, and at all times, remove snow from any sidewalks, keep the property clear of rubbish or weeds, regularly mow the grass, irrigate or water the property in a manner sufficient to maintain the property but not in a manner inconsistent with governing statutes, ordinances or rules.
12. Default - Event: Lessee will be in default of this Lease for failure to timely pay any rent, or failure to abide by any material terms or conditions of this Lease including, but not limited to, the limitations on use of the property, and such default continues for ten (10) days after written notice from County.
13. Default - County's Remedies: If any one or more of the default events set forth herein occurs, then the County may, in its sole discretion, do one or more of the following:
  1. Give Lessee written notice of its intention to terminate this Lease on the date of such notice, or on any later date that the County may specify in such notice. On the date so specified in such notice, Lessee's right to use of the property will cease and the Lease will be terminated.
  2. Remove personal property and/or other materials that reflect an inappropriate use of the property, and charge Lessee a reasonable sum for removal, storage or/and disposal of such items.
  3. Collect all reasonable attorney fees, costs and disbursements that may arise as a result of any suit filed as a result of Lessee's default.
  4. Exercise such rights or remedies that may be provided by law.

14. Notices: Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to the Lessee or County at the respective addresses given below, or at such other places as may be designated by the parties in writing from time-to-time, or may be delivered in person.


County: 211 9<sup>th</sup> Street South, P.O. Box 2806, Fargo, ND 58108-2806

Lessee: 4820 County Road 81 South, Horace ND 58047-9721

15. Binding Effect: All the provisions hereof shall extend to and be binding upon, and in favor of or against (as the case may be), the heirs, executors, administrators, guardians, assigns and successors in interest of the parties hereto.
16. Severability: If any provision of this Lease should be found invalid or unenforceable, then the rest and remainder of the provisions shall remain valid and enforceable.
17. Entire Agreement: This Lease represents the entire agreement between the parties and there are no collateral or oral agreements or understandings and any executory agreement hereafter made shall be made ineffective to change, modify or discharge this lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.
18. Construction: All provisions hereof and words and phrases used herein shall be governed and construed under the laws of the State of North Dakota.
19. Time is of the Essence: Time is of the essence for each term and provision of this lease.
20. Effective Date: The effective date of this lease is January 1, 2014, regardless of the day that the parties may have signed this agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:

  
\_\_\_\_\_  
Lessee

  
\_\_\_\_\_  
Lessee

Cass County

\_\_\_\_\_  
By: Chairman  
Cass County Commission

## EXHIBIT 1

### Additional Lease Terms and Conditions

WHEREAS, Cass County North Dakota became the rightful owner of certain real property, more fully described in the attached Lease, through the use of certain disaster relief funds under Section 404 of the Stafford Act; and

WHEREAS, the terms of the Stafford Act, and related regulations and agreements (e.g., FEMA-State Agreement) require that Cass County agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural flood plain values;

NOW, THEREFORE, the attached Lease is made subject to the following additional terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44-C.F.R. 206-434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply to the leased property:
  - (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved previous parking lots and other uses described in 44 C.F.R. Section 206-434, as it reads now and may be amended in the future.
  - (b) Structures. No new structures shall be erected on the property other than:
    - (1) a public facility that is open on all sides and functionally related to the open space use;
    - (2) a restroom; or
    - (3) a structure that is compatible with the uses described in Paragraph 1(a), above, and approved by Cass County in writing prior to the commencement of the construction of the structure.
2. Inspection. FEMA, its representatives, and assigns, including Cass County, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the above terms.
3. Enforcement. Any violation of these terms may, at Cass County's sole discretion, be deemed a default with all the rights and remedies available under the attached Lease.

# FARMERS UNION MUTUAL INSURANCE COMPANY

1415 12th Avenue Southeast • PO Box 2020 • Jamestown ND 58402-2020 • 701-252-2702

## DECLARATIONS - FARM LIABILITY RENEWAL CERTIFICATE

PAGE 1

POLICY NUMBER: 32-060131-12-001-3-14

PERIOD: 12:01 A.M. STANDARD TIME  
AT THE INSURED PREMISES.

NAMED INSURED:

FROM 05/02/2013

REPLACES POLICY NUMBER 32-060131-11-001-8-09

TO 05/02/2014

JODY SLUSHER AND/OR

KARLA SLUSHER

4820 COUNTY ROAD 81 S

HORACE, ND. 58047-9721

PREMIUM CHANGE TO EXPIRATION : 197

PROPERTY LOCATION: SECTION 06-137-48, CASS COUNTY

PART OF SECTION 06-137-48, & LOT 4201 CASS

137 ACRES SEC 4-132-60 DICKEY COUNTY

SEC 20-136-57, RANSOM COUNTY (1.27 ACRES)

INSURANCE IS PROVIDED ONLY FOR THOSE COVERAGES FOR WHICH A SPECIFIC AMOUNT OF INSURANCE IS INDICATED. WE WILL PROVIDE THE INSURANCE DESCRIBED IN THIS POLICY IN RETURN FOR THE PREMIUM AND COMPLIANCE WITH ALL APPLICABLE POLICY PROVISIONS.

COVERAGE DESCRIPTION	AMOUNT OF INSURANCE
GENERAL AGGREGATE (OTHER THAN CHEMICAL DRIFT)	\$1,000,000
H BODILY INJURY & PROPERTY DAMAGE LIABILITY	\$ 500,000 EACH OCCURRENCE
FIRE DAMAGE LIMIT	\$ 50,000 ANY ONE FIRE
I PERSONAL & ADVERTISING INJURY LIABILITY	\$ 500,000 EACH OCCURRENCE
J MEDICAL PAYMENTS	\$ 5,000 ANY ONE PERSON
K CHEMICAL DRIFT LIABILITY AGGREGATE	\$ 25,000

PREMIUM

## LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and Robert and Maxine Nordick, 4848 County Road 81 South, Horace ND 58047-9721 (hereinafter "Lessee").

THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Property: The County hereby offers to lease, and the Lessee agrees to lease, the property situated in the Township of Pleasant, County of Cass, State of North Dakota, described as: 6-137-48 Auditor's Lot #2 (3.63 acres) (hereinafter "property").
2. Term: The term of this lease shall commence on January 1, 2014, and expire at midnight on December 31, 2014.
3. Rent: Rent shall be \$10 dollars per year, payable in advance of the commencement day, to the County by and through the Cass County Auditor at the address given in the section herein entitled Notices.
4. Use: The property shall only be used for purposes consistent with those contained in Exhibit 1 (attached). Furthermore, the property shall not be used for, among other purposes, parking vehicles; building any kind of structure without prior written approval of the County; storage of any kind of equipment or personal property; placement of any signs; raising or keeping of animals; or disposal of any kind of materials, whether hazardous or not. The determination of compliance with these limitations on use of the property shall be at the County's sole discretion.
5. Maintenance: The portion of the lot visible to the general public shall be mowed a minimum of once per month during the growing season.
6. Delivery of Possession: Lessee acknowledges that Lessee has inspected the property and accepts it as suitable for the purpose and use described in this Lease and that the property then complies with the use limitations.
7. Insurance: At all times during the term of this Lease, Lessee shall maintain at Lessee's sole expense, public liability and property damage liability insurance in an amount not less than \$500,000. Lessee shall deliver to County a copy of the certificate of insurance prior to the commencement, and renewal if applicable, of this Lease. County makes no representation that the limits of liability specified herein are adequate to protect Lessee.
8. Indemnification: County shall not be liable for any damage to Lessee, or any other person, or to any property, occurring on the premises or any part thereof, unless such damage is the proximate result of the negligence or an unlawful act of the County. Lessee agrees to hold the County harmless from any claims for damages occurring on the property, no matter how caused, except for injury damages for which County is legally responsible.

9. Ordinances and Statutes: Lessee shall comply with all statutes, ordinances and requirements of municipal, state and federal authorities.
10. Assignment and Subletting: Lessee shall not assign this Lease or sublet any portion of the property without prior written consent of the County.
11. Entry/Inspection of Property: Lessee shall permit County or County's agents to enter and inspect the property at any reasonable time for the purpose of verifying compliance with the terms of this Lease.
12. Maintenance: Lessee shall, at his/her own expense, and at all times, remove snow from any sidewalks, keep the property clear of rubbish or weeds, regularly mow the grass, irrigate or water the property in a manner sufficient to maintain the property but not in a manner inconsistent with governing statutes, ordinances or rules.
13. Default - Event: Lessee will be in default of this Lease for failure to timely pay any rent, or failure to abide by any material terms or conditions of this Lease including, but not limited to, the limitations on use of the property, and such default continues for ten (10) days after written notice from County.
14. Default - County's Remedies: If any one or more of the default events set forth herein occurs, then the County may, in its sole discretion, do one or more of the following:
  1. Give Lessee written notice of its intention to terminate this Lease on the date of such notice, or on any later date that the County may specify in such notice. On the date so specified in such notice, Lessee's right to use of the property will cease and the Lease will be terminated.
  2. Remove personal property and/or other materials that reflect an inappropriate use of the property, and charge Lessee a reasonable sum for removal, storage or/and disposal of such items.
  3. Collect all reasonable attorney fees, costs and disbursements that may arise as a result of any suit filed as a result of Lessee's default.
  4. Exercise such rights or remedies that may be provided by law.
15. Notices: Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to the Lessee or County at the respective addresses given below, or at such other places as may be designated by the parties in writing from time-to-time, or may be delivered in person.

County: 211 9<sup>th</sup> Street South, P.O. Box 2806, Fargo ND 58108-2806

Lessee: 4848 County Road 81 South, Horace ND 58047-9721

16. Binding Effect: All the provisions hereof shall extend to and be binding upon, and in favor of or against (as the case may be), the heirs, executors, administrators, guardians, assigns and successors in interest of the parties hereto.
17. Severability: If any provision of this Lease should be found invalid or unenforceable, then the rest and remainder of the provisions shall remain valid and enforceable.
18. Entire Agreement: This Lease represents the entire agreement between the parties and there are no collateral or oral agreements or understandings and any executory agreement hereafter made shall be made ineffective to change, modify or discharge this lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.
19. Construction: All provisions hereof and words and phrases used herein shall be governed and construed under the laws of the State of North Dakota.
20. Time is of the Essence: Time is of the essence for each term and provision of this lease.
21. Effective Date: The effective date of this lease is January 1, 2014, regardless of the day that the parties may have signed this agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:

  
\_\_\_\_\_  
Lessee

  
\_\_\_\_\_  
Lessee

Cass County

\_\_\_\_\_  
By: Chairman  
Cass County Commission



## EXHIBIT 1

### Additional Lease Terms and Conditions

WHEREAS, Cass County North Dakota became the rightful owner of certain real property, more fully described in the attached Lease, through the use of certain disaster relief funds under Section 404 of the Stafford Act; and

WHEREAS, the terms of the Stafford Act, and related regulations and agreements (e.g., FEMA-State Agreement) require that Cass County agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural flood plain values;

NOW, THEREFORE, the attached Lease is made subject to the following additional terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44-C.F.R. 206-434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply to the leased property:
  - (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved previous parking lots and other uses described in 44 C.F.R. Section 206-434, as it reads now and may be amended in the future.
  - (b) Structures. No new structures shall be erected on the property other than:
    - (1) a public facility that is open on all sides and functionally related to the open space use;
    - (2) a restroom; or
    - (3) a structure that is compatible with the uses described in Paragraph 1(a), above, and approved by Cass County in writing prior to the commencement of the construction of the structure.
2. Inspection. FEMA, its representatives, and assigns, including Cass County, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the above terms.
3. Enforcement. Any violation of these terms may, at Cass County's sole discretion, be deemed a default with all the rights and remedies available under the attached Lease.

## LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and Hilary Gietzen, 4600 Highway 52 S Lot 17, Minot ND 58701-2215(hereinafter "Lessee").

THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Property: The County hereby offers to lease, and the Lessee agrees to lease, the property situated in the Township of Reed, County of Cass, State of North Dakota, described as:

18-140-49 3.55 ACRES IN NE 1/4 COM AT NW COR OF NE1/4, N 90 DEG 00' E ALG N LN OF SEC 18 FOR 720' TO PT OF BEG, S 0 DEG 00' E FOR 388' MORE OR LESS TO THE CTR LN OF THE SHEY RIV,, NELY ALG CTR LN OF SHEY RIV TO ITS INTERSEC WITH THE N LN OF SEC 18, S 90 DEG 00' W ALG N LN FOR 600' TO PT OF BEG

2. Term: The term of this lease shall commence on January 1, 2014, and expire at midnight on December 31, 2014.
3. Rent: Rent shall be \$10 per year, payable in advance of the commencement day, to the County by and through the Cass County Auditor at the address given in the section herein entitled Notices.
4. Use: The property shall only be used for purposes consistent with those contained in Exhibit 1 (attached). Furthermore, the property shall not be used for, among other purposes, parking vehicles; building any kind of structure without prior written approval of the County; storage of any kind of equipment or personal property; placement of any signs; raising or keeping of animals; or disposal of any kind of materials, whether hazardous or not. The determination of compliance with these limitations on use of the property shall be at the County's sole discretion.
5. Delivery of Possession: Lessee acknowledges that Lessee has inspected the property and accepts it as suitable for the purpose and use described in this Lease and that the property then complies with the use limitations.
6. Insurance: At all times during the term of this Lease, Lessee shall maintain at Lessee's sole expense, public liability and property damage liability insurance in an amount not less than \$500,000. Lessee shall deliver to County a copy of the certificate of insurance prior to the commencement, and renewal if applicable, of this Lease. County makes no representation that the limits of liability specified herein are adequate to protect Lessee.

7. Indemnification: County shall not be liable for any damage to Lessee, or any other person, or to any property, occurring on the premises or any part thereof, unless such damage is the proximate result of the negligence of an unlawful act of the County. Lessee agrees to hold the County harmless from any claims for damages occurring on the property, no matter how caused, except for injury damages for which County is legally responsible.
8. Ordinances and Statutes: Lessee shall comply with all statutes, ordinances and requirements of municipal, state and federal authorities.
9. Assignment and Subletting: Lessee shall not assign this Lease or sublet any portion of the property without prior written consent of the County.
10. Entry/Inspection of Property: Lessee shall permit County or County's agents to enter and inspect the property at any reasonable time for the purpose of verifying compliance with the terms of this Lease.
11. Maintenance: Lessee shall, at his/her own expense, and at all times, remove snow from any sidewalks, keep the property clear of rubbish or weeds, regularly mow the grass, irrigate or water the property in a manner sufficient to maintain the property but not in a manner inconsistent with governing statutes, ordinances or rules.
12. Default - Event: Lessee will be in default of this Lease for failure to timely pay any rent, or failure to abide by any material terms or conditions of this Lease including, but not limited to, the limitations on use of the property, and such default continues for ten (10) days after written notice from County.
13. Default - County's Remedies: If any one or more of the default events set forth herein occurs, then the County may, in its sole discretion, do one or more of the following:
  1. Give Lessee written notice of its intention to terminate this Lease on the date of such notice, or on any later date that the County may specify in such notice. On the date so specified in such notice, Lessee's right to use of the property will cease and the Lease will be terminated.
  2. Remove personal property and/or other materials that reflect an inappropriate use of the property, and charge Lessee a reasonable sum for removal, storage or/and disposal of such items.
  3. Collect all reasonable attorney fees, costs and disbursements that may arise as a result of any suit filed as a result of Lessee's default.
  4. Exercise such rights or remedies that may be provided by law.

14. Notices: Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to the Lessee or County at the respective addresses given below, or at such other places as may be designated by the parties in writing from time-to-time, or may be delivered in person.

County: 211 9<sup>th</sup> Street South, P.O. Box 2806, Fargo, ND 58108-2806

Lessee: 4600 Highway 52 S Lot 17, Minot ND 58701-2215

15. Binding Effect: All the provisions hereof shall extend to and be binding upon, and in favor of or against (as the case may be), the heirs, executors, administrators, guardians, assigns and successors in interest of the parties hereto.
16. Severability: If any provision of this Lease should be found invalid or unenforceable, then the rest and remainder of the provisions shall remain valid and enforceable.
17. Entire Agreement: This Lease represents the entire agreement between the parties and there are no collateral or oral agreements or understandings and any executory agreement hereafter made shall be made ineffective to change, modify or discharge this lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.
18. Construction: All provisions hereof and words and phrases used herein shall be governed and construed under the laws of the State of North Dakota.
19. Time is of the Essence: Time is of the essence for each term and provision of this lease.
20. Effective Date: The effective date of this lease is January 1, 2014, regardless of the day that the parties may have signed this agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:

  
\_\_\_\_\_  
Lessee

Cass County

\_\_\_\_\_  
Chairman  
Cass County Commission

## EXHIBIT 1

### Additional Lease Terms and Conditions

WHEREAS, Cass County North Dakota became the rightful owner of certain real property, more fully described in the attached Lease, through the use of certain disaster relief funds under Section 404 of the Stafford Act; and

WHEREAS, the terms of the Stafford Act, and related regulations and agreements (e.g., FEMA-State Agreement) require that Cass County agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural flood plain values;

NOW, THEREFORE, the attached Lease is made subject to the following additional terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44-C.F.R. 206-434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply to the leased property:
  - (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved previous parking lots and other uses described in 44 C.F.R. Section 206-434, as it reads now and may be amended in the future.
  - (b) Structures. No new structures shall be erected on the property other than:
    - (1) a public facility that is open on all sides and functionally related to the open space use;
    - (2) a restroom; or
    - (3) a structure that is compatible with the uses described in Paragraph 1(a), above, and approved by Cass County in writing prior to the commencement of the construction of the structure.
2. Inspection. FEMA, its representatives, and assigns, including Cass County, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the above terms.
3. Enforcement. Any violation of these terms may, at Cass County's sole discretion, be deemed a default with all the rights and remedies available under the attached Lease.

# HOMEOWNERS POLICY -- RENEWAL CERTIFICATE

8 YIF

POLICY NUMBER: ~~H279690~~

PLEASE RETAIN THIS RENEWAL CERTIFICATE  
WITH YOUR ORIGINAL POLICY!!

INSUREDS COPY

POLICY PERIOD: FROM 11/20/2013 TO 11/20/2014  
12:01 AM STANDARD TIME



- DECLARATIONS -

NAMED INSURED AND ADDRESS: 701-838-9624

AGENT AND ADDRESS: (701) 843-7524

**HILARY GIETZEN**  
4600 US HWY 52 S  
MINOT ND 58701

1178 X SECURITY INS & INVEST CENTER  
700 ASH AVENUE  
P.O. BOX A  
NEW SALEM ND 58563

In consideration of the payment of the premium specified, the policy designated above is renewed for the indicated period. Insurance is provided only with respect to the coverages and limits shown below. The terms and conditions of the policy are stated in the original policy, unless changed by form(s) and/or endorsement(s) listed on this renewal certificate.

CREDIT HISTORY OR CREDIT RATING WAS USED TO DETERMINE THE PREMIUM OF THIS POLICY.

PROPERTY COVERAGES	A RESIDENCE	B RELATED PRIVATE STRUCTURES	C PERSONAL PROPERTY	D ADDITIONAL LIVING EXPENSE
LIMIT	\$155,500	\$15,550	\$93,300	ACTUAL LOSS SUSTAINED IN 12 MTHS
<b>\$5,000 FLAT DEDUCTIBLE</b>				
PERSONAL LIABILITY COVERAGE	L PERSONAL LIABILITY LIMIT \$ 500,000 (EACH OCCURRENCE)		M MEDICAL PAYMENTS TO OTHERS LIMIT \$5,000 (EACH PERSON)	

PROT CLASS: P; 1 FAMILY FRAME; YOC: 1977 ; ROOF YEAR: 2010

**DESCRIBED LOCATION NO. 1** COUNTY OF WARD (1011)  
4600 US HWY 52 S MINOT ND 58701  
PERSONAL LIABILITY & MEDICAL PAYMENTS EXTEND TO A SEASONAL DWELLING LOCATED AT  
7318 52 AVE N HARWOOD ND; VACANT LAND LOCATED: SEC 18-140-49 CASS CO MN W/3.55  
ACRES

Your policy is subject to the forms/endorsements listed below. Any new or revised forms/endorsements are attached and now apply. Current policy forms are available on request.

	PREMIUM
NS-3 (09-09) SPECIAL FORM	548.00
NS-131H (03-11) AMENDMENT OF POLICY TERMS - HOMEOWNERS (ND)	INCL.
NS-100 (03-02) INLAND MARINE GENERAL TERMS	39.00
NS-55 (09-09) INCREASED LIMITS LIABILITY/MEDICAL PAYMENTS	55.00
NS-175 (05-91) REPLACEMENT COST LOSS SETTLEMENT TERMS - PERS PROP	46.00
NS-208 (03-11) PERSONAL ARTICLES COVERAGE	60.00
IM-850 (06-84) BACK UP OF SEWER, DRAIN OR SUMP SYSTEM	114.00
HO 3048 (01-06) FARM MACHINERY SCHEDULED COVERAGE	82.00
HO 3048 (01-06) RELATED PRIVATE STRUCTURES - DESCRIBED LOCATION	82.00
<b>YOUR PREMIUM HAS BEEN REDUCED BY THE FOLLOWING DISCOUNTS:</b>	
HO 6516 (01-06) PROTECTIVE DEVICES	2% INCL.
HIGHER DEDUCTIBLE DISCOUNT	22% INCL.
VALUED CUSTOMER DISCOUNT	5% INCL.
INSURANCE SCORE FACTOR DISCOUNT	25% INCL.
<b>TOTAL ANNUAL PREMIUM</b>	<b>944.00#</b>

PROCESS DATE: 10/21/2013

## LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and Brian and Leah Bjorkman, 2525 Northwood Drive, Fargo ND 58102-6101 (hereinafter "Lessee").

THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Property: The County hereby offers to lease, and the Lessee agrees to lease, the property situated in the Township of Reed, County of Cass, State of North Dakota, described as: Lot 5 Northwood 2<sup>nd</sup> Addition (hereinafter "property").
2. Term: The term of this lease shall commence on January 1, 2014, and expire at midnight on December 31, 2014.
3. Rent: Rent shall be \$10 dollars per year, payable in advance of the commencement day, to the County by and through the Cass County Auditor at the address given in the section herein entitled Notices.
4. Use: The property shall only be used for purposes consistent with those contained in Exhibit 1 (attached). Furthermore, the property shall not be used for, among other purposes, parking vehicles; building any kind of structure without prior written approval of the County; storage of any kind of equipment or personal property; placement of any signs; raising or keeping of animals; or disposal of any kind of materials, whether hazardous or not. The determination of compliance with these limitations on use of the property shall be at the County's sole discretion.
5. Maintenance: The portion of the lot visible to the general public shall be mowed a minimum of once per month during the growing season.
6. Delivery of Possession: Lessee acknowledges that Lessee has inspected the property and accepts it as suitable for the purpose and use described in this Lease and that the property then complies with the use limitations.
7. Insurance: At all times during the term of this Lease, Lessee shall maintain at Lessee's sole expense, public liability and property damage liability insurance in an amount not less than \$500,000. Lessee shall deliver to County a copy of the certificate of insurance prior to the commencement, and renewal if applicable, of this Lease. County makes no representation that the limits of liability specified herein are adequate to protect Lessee.
8. Indemnification: County shall not be liable for any damage to Lessee, or any other person, or to any property, occurring on the premises or any part thereof, unless such damage is the proximate result of the negligence or an unlawful act of the County. Lessee agrees to hold the County harmless from any claims for damages occurring on the property, no matter how caused, except for injury damages for which County is legally responsible.

9. Ordinances and Statutes: Lessee shall comply with all statutes, ordinances and requirements of municipal, state and federal authorities.
10. Assignment and Subletting: Lessee shall not assign this Lease or sublet any portion of the property without prior written consent of the County.
11. Entry/Inspection of Property: Lessee shall permit County or County's agents to enter and inspect the property at any reasonable time for the purpose of verifying compliance with the terms of this Lease.
12. Maintenance: Lessee shall, at his/her own expense, and at all times, remove snow from any sidewalks, keep the property clear of rubbish or weeds, regularly mow the grass, irrigate or water the property in a manner sufficient to maintain the property but not in a manner inconsistent with governing statutes, ordinances or rules.
13. Default - Event: Lessee will be in default of this Lease for failure to timely pay any rent, or failure to abide by any material terms or conditions of this Lease including, but not limited to, the limitations on use of the property, and such default continues for ten (10) days after written notice from County.
14. Default - County's Remedies: If any one or more of the default events set forth herein occurs, then the County may, in its sole discretion, do one or more of the following:
  1. Give Lessee written notice of its intention to terminate this Lease on the date of such notice, or on any later date that the County may specify in such notice. On the date so specified in such notice, Lessee's right to use of the property will cease and the Lease will be terminated.
  2. Remove personal property and/or materials that reflect an inappropriate use of the property, and charge Lessee a reasonable sum for removal, storage or/and disposal of such items.
  3. Collect all reasonable attorney fees, costs and disbursements that may arise as a result of any suit filed as a result of Lessee's default.
  4. Exercise such rights or remedies that may be provided by law.
15. Notices: Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to the Lessee or County at the respective addresses given below, or at such other places as may be designated by the parties in writing from time-to-time, or may be delivered in person.

County: 211 9<sup>th</sup> Street South, P.O. Box 2806, Fargo, ND 58108-2806

Lessee: 2525 Northwood Drive, Fargo ND 58102-6101



16. Binding Effect: All the provisions hereof shall extend to and be binding upon, and in favor of or against (as the case may be), the heirs, executors, administrators, guardians, assigns and successors in interest of the parties hereto.
17. Severability: If any provision of this Lease should be found invalid or unenforceable, then the rest and remainder of the provisions shall remain valid and enforceable.
18. Entire Agreement: This Lease represents the entire agreement between the parties and there are no collateral or oral agreements or understandings and any executory agreement hereafter made shall be made ineffective to change, modify or discharge this lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.
19. Construction: All provisions hereof and words and phrases used herein shall be governed and construed under the laws of the State of North Dakota.
20. Time is of the Essence: Time is of the essence for each term and provision of this lease.
21. Effective Date: The effective date of this lease is January 1, 2014, regardless of the day that the parties may have signed this agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:

  
Lessee

  
Lessee

Cass County

\_\_\_\_\_  
By: Chairman  
Cass County Commission

## EXHIBIT 1

### Additional Lease Terms and Conditions

WHEREAS, Cass County North Dakota became the rightful owner of certain real property, more fully described in the attached Lease, through the use of certain disaster relief funds under Section 404 of the Stafford Act; and

WHEREAS, the terms of the Stafford Act, and related regulations and agreements (e.g., FEMA-State Agreement) require that Cass County agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural flood plain values;

NOW, THEREFORE, the attached Lease is made subject to the following additional terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44-C.F.R. 206-434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply to the leased property:
  - (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved previous parking lots and other uses described in 44 C.F.R. Section 206-434, as it reads now and may be amended in the future.
  - (b) Structures. No new structures shall be erected on the property other than:
    - (1) a public facility that is open on all sides and functionally related to the open space use;
    - (2) a restroom; or
    - (3) a structure that is compatible with the uses described in Paragraph 1(a), above, and approved by Cass County in writing prior to the commencement of the construction of the structure.
2. Inspection. FEMA, its representatives, and assigns, including Cass County, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the above terms.
3. Enforcement. Any violation of these terms may, at Cass County's sole discretion, be deemed a default with all the rights and remedies available under the attached Lease.

NAMED INSURED  
BRIAN & LEAH BJORKMAN

POLICY PERIOD  
05/16/2013 to 05/16/2014

POLICY NUMBER  
PX 261 38 45

**Includes the following Discounts and/or Surcharges:**

Air Bag Discount  
Financial Stability Discount  
Multi-Car Discount  
Passive Anti-Theft Discount  
Valued Policyholder Discount

Driving and Insurance Record Surcharge  
FM Walleyes Unlimited Inc Group Discount  
Package Discount  
Select Pay Plan Discount

**DRIVERS FOR AUTO 2**

Principal Driver: LEAH BJORKMAN

Occasional Driver:

Usage	Miles to Work	Days per Week	Annual Mileage	Years Insured
Work	5	5	10,000	7

**LOSS PAYEE(S)/ADDITIONAL INTEREST(S)/ADDITIONAL INSURED(S)**

**Loss Payee**

AFFINITY PLUS CREDIT UNION  
PO BOX 24067  
FORT WORTH TX 76124

**FORMS AND OPTIONS APPLICABLE TO AUTO COVERAGE**

PKP 0005 0803	MILE-STONE Package Policy (Auto)
PLE 3030 1301	Basic Personal Injury Protection Coverage-North Dakota
PLE 3032 1301	Uninsured Motorists Coverage-North Dakota
PLE 3033 1301	Underinsured Motorists Coverage-North Dakota
PLE 3034 1104	Auto Loan/Lease Coverage
PLE 3035 0511	Towing and Labor Costs Coverage
PLE 3036 0511	Auto Rental Expense Coverage
PLE 3072 0912	Air Bag Deployment Coverage

**HOMEOWNERS COVERAGE**

**PRIMARY RESIDENCE PREMISES**

BRIAN & LEAH BJORKMAN  
2525 NORTHWOOD DR  
FARGO ND 58102

**COVERAGES AND LIMITS OF LIABILITY**

A - Dwelling	B - Other Structures	C - Personal Property	D - Loss of Use	E - Personal Liability (Each Occurrence)	F - Medical Payments to Others (Each Person)
\$311,000	\$62,200	\$233,250	\$155,500	\$500,000	\$1,000

Property loss is subject to \$ 1,000 Deductible

Inflation Protection: 4.0%

NAMED INSURED  
BRIAN & LEAH BJORKMAN

POLICY PERIOD  
05/16/2013 to 05/16/2014

POLICY NUMBER  
PX 261 38 45

**FORMS AND OPTIONS APPLICABLE TO PRIMARY RESIDENCE PREMISES**

PLE 2044 0803 Limited Mold or Other Fungi Coverage  
 PLE 2064 0809 Travel Rescuer  
 PLE 2065 0912 Pet Protector  
 PLE 2066 0912 Homeowners Plus

**SUPPLEMENTAL HOMEOWNERS INFORMATION - Primary Residence Premises**

**PREMIUM**

**PLE 2014 - Scheduled Personal Property (Jewelry-Scheduled)**

Deductible: None

Description	Amount of Insurance	
1. ONE LADIES 14KTYG DIA WEDDING RING SET W/ 1 MED FULL CUT DIA .77CT VS1 CLARITY I COLOR SET W/ 6 RND FULL CUT DIA MELEE APPROX .24CTTW SI1 CLARITY G-H COLOR SOLDERED TOGETHER	\$ 7,100	
2. ONE LADIES 14KTYG MOTHER CHILD PENDANT SET WITH ONE RND FULL CUT DIA .51CT SI1 CLARITY H COLOR ALSO WITH 2 GENUINE BIRTHSTONES SEPT & JULY ATTACHED TO 18" BOX LINK CHAIN	\$ 3,900	
<b>Total:</b>	<b>\$ 11,000</b>	<b>\$ 88</b>

**PLE 2016 - Snowmobile and Recreational Vehicle Coverage Form**

Property Description	CC	Type of Property	Deductible Amount	Amount of Insurance	
2003 HONDA RUBICON #478TE2602342063	500	All Terrain Vehicle	\$ 250	\$ 4,000	\$ 71

**PLE 2028 - Snowmobile and Recreational Vehicle Liability Coverage**

Property Description	CC	Type of Property	
2003 HONDA RUBICON #478TE2602342063	500	All Terrain Vehicle	\$ 44

**Additional Residence Occupied by the Insured**

Liability Extended to: LOT 5 NORTHWOOD SECOND EDITION, FARGO ND 58102 \$ 10



NAMED INSURED  
BRIAN & LEAH BJORKMAN

POLICY PERIOD  
05/16/2013 to 05/16/2014

POLICY NUMBER  
PX 261 38 45

COVERAGES	LIMIT	PREMIUM
MILE-STONE Gold Homeowners Premium .....		\$ 1,256
Personal Property Replacement Cost .....		INCLUDED
Personal Injury .....		INCLUDED
Increase in Coverage E .....		\$ 7
Replacement or Repair Cost Protection, Coverage A - Dwelling .....		INCLUDED
Special Personal Property Coverage .....		INCLUDED
Snowmobile and Recreational Vehicle Coverage .....	\$ 4,000	\$ 115
Travel Rescuer .....		INCLUDED
Identity Fraud Expense and Restoration Coverage .....		INCLUDED
Scheduled Personal Property (Jewelry-Scheduled) .....	\$ 11,000	\$ 88
* Additional Residences Occupied by the Insured .....		\$ 10
Limited Mold or Other Fungi Coverage		
Property Coverage .....	\$ 10,000	INCLUDED
Liability Coverage .....	\$ 50,000	INCLUDED
Water Backup of Sewers or Drains .....	\$ 10,000	\$ 48
<b>TOTAL ANNUAL PREMIUM .....</b>		<b>\$ 1,524</b>

**Includes the following Discounts and/or Surcharges:**

Financial Stability Discount	FM Walleyes Unlimited Inc Group Discount
Package Discount	Security Package Discount
Select Pay Plan Discount	Valued Policyholder Discount

**MORTGAGEE(S) AND ADDITIONAL INSURED(S)**

**Mortgagee**

AFFINITY PLUS FED CREDIT UNION ISAOA ATIMA  
175 W LAFAYETTE FRONTAGE RD  
ST PAUL MN 55107

Loan #917903

Residence Use	Terr	No. of Families	Construction Type	Year Built	Prot Class	No. of Apts/Units	Row/Townhouse	Insd's Age
Primary	030	01	Frame	2005	03			39

**FORMS AND OPTIONS APPLICABLE TO PRIMARY RESIDENCE PREMISES**

PKP 0005 0803	MILE-STONE Package Policy (Home)
PLE 2000 1201	Identity Fraud Expense and Restoration Coverage
PLE 2014 1007	Scheduled Personal Property Endorsement
PLE 2016 1210	Snowmobile and Recreational Vehicle Coverage Form
PLE 2023 1301	Special Personal Property Coverage
PLE 2027 1204	Replacement or Repair Cost Protection, Coverage A - Dwelling
PLE 2028 1007	Snowmobile and Recreational Vehicle Liability
PLE 2036 0907	Water Back Up of Sewers or Drains
PLE 2043 0511	Personal Injury

## LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and Patrick Scherling, 7508 Chrisan Way, P.O. Box 1982, Fargo ND 58107-1982 (hereinafter "Lessee").

THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Property\*: The County hereby offers to lease, and the Lessee agrees to lease, the property situated in the Township of Stanley, County of Cass, State of North Dakota, described as: Part of Lots 6 and 7 Block 5, Chrisan Subdivision (hereinafter "property").

\* The County reserves the right to perform flood mitigation work on the lot during the lease period.

2. Term: The term of this lease shall commence on January 1, 2014, and expire at midnight on December 31, 2014.
3. Rent: Rent shall be \$10 dollars per year, payable in advance of the commencement day, to the County by and through the Cass County Auditor at the address given in the section herein entitled Notices.
4. Use: The property shall only be used for purposes consistent with those contained in Exhibit 1 (attached). Furthermore, the property shall not be used for, among other purposes, parking vehicles; building any kind of structure without prior written approval of the County; storage of any kind of equipment or personal property; placement of any signs; raising or keeping of animals; or disposal of any kind of materials, whether hazardous or not. The determination of compliance with these limitations on use of the property shall be at the County's sole discretion.
5. Maintenance: The portion of the lot visible to the general public shall be mowed a minimum of once per month during the growing season.
6. Delivery of Possession: Lessee acknowledges that Lessee has inspected the property and accepts it as suitable for the purpose and use described in this Lease and that the property then complies with the use limitations.
7. Insurance: At all times during the term of this Lease, Lessee shall maintain at Lessee's sole expense, public liability and property damage liability insurance in an amount not less than \$500,000. Lessee shall deliver to County a copy of the certificate of insurance prior to the commencement, and renewal if applicable, of this Lease. County makes no representation that the limits of liability specified herein are adequate to protect Lessee.

8. Indemnification: County shall not be liable for any damage to Lessee, or any other person, or to any property, occurring on the premises or any part thereof, unless such damage is the proximate result of the negligence or an unlawful act of the County. Lessee agrees to hold the County harmless from any claims for damages occurring on the property, no matter how caused, except for injury damages for which County is legally responsible.
9. Ordinances and Statutes: Lessee shall comply with all statutes, ordinances and requirements of municipal, state and federal authorities.
10. Assignment and Subletting: Lessee shall not assign this Lease or sublet any portion of the property without prior written consent of the County.
11. Entry/Inspection of Property: Lessee shall permit County or County's agents to enter and inspect the property at any reasonable time for the purpose of verifying compliance with the terms of this Lease.
12. Maintenance: Lessee shall, at his/her own expense, and at all times, remove snow from any sidewalks, keep the property clear of rubbish or weeds, regularly mow the grass, irrigate or water the property in a manner sufficient to maintain the property but not in a manner inconsistent with governing statutes, ordinances or rules.
13. Default - Event: Lessee will be in default of this Lease for failure to timely pay any rent, or failure to abide by any material terms or conditions of this Lease including, but not limited to, the limitations on use of the property, and such default continues for ten (10) days after written notice from County.
14. Default - County's Remedies: If any one or more of the default events set forth herein occurs, then the County may, in its sole discretion, do one or more of the following:
  1. Give Lessee written notice of its intention to terminate this Lease on the date of such notice, or on any later date that the County may specify in such notice. On the date so specified in such notice, Lessee's right to use of the property will cease and the Lease will be terminated.
  2. Remove personal property and/or other materials that reflect an inappropriate use of the property, and charge Lessee a reasonable sum for removal, storage or/and disposal of such items.
  3. Collect all reasonable attorney fees, costs and disbursements that may arise as a result of any suit filed as a result of Lessee's default.
  4. Exercise such rights or remedies that may be provided by law.

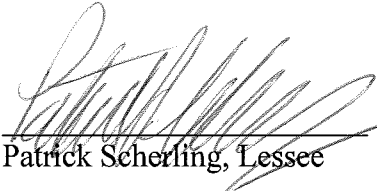
15. Notices: Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to the Lessee or County at the respective addresses given below, or at such other places as may be designated by the parties in writing from time-to-time, or may be delivered in person.

County: 211 9<sup>th</sup> Street South, P.O. Box 2806, Fargo, ND 58108-2806

Lessee: 7508 Chrisan Way, PO Box 1982, Fargo ND 58107-1982

16. Binding Effect: All the provisions hereof shall extend to and be binding upon, and in favor of or against (as the case may be), the heirs, executors, administrators, guardians, assigns and successors in interest of the parties hereto.
17. Severability: If any provision of this Lease should be found invalid or unenforceable, then the rest and remainder of the provisions shall remain valid and enforceable.
18. Entire Agreement: This Lease represents the entire agreement between the parties and there are no collateral or oral agreements or understandings and any executory agreement hereafter made shall be made ineffective to change, modify or discharge this lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.
19. Construction: All provisions hereof and words and phrases used herein shall be governed and construed under the laws of the State of North Dakota.
20. Time is of the Essence: Time is of the essence for each term and provision of this lease.
21. Effective Date: The effective date of this lease is January 1, 2014, regardless of the day that the parties may have signed this agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:

  
Patrick Scherling, Lessee

Cass County

By: \_\_\_\_\_  
Chairman  
Cass County Commission



## EXHIBIT 1

### Additional Lease Terms and Conditions

WHEREAS, Cass County North Dakota became the rightful owner of certain real property, more fully described in the attached Lease, through the use of certain disaster relief funds under Section 404 of the Stafford Act; and

WHEREAS, the terms of the Stafford Act, and related regulations and agreements (e.g., FEMA-State Agreement) require that Cass County agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural flood plain values;

NOW, THEREFORE, the attached Lease is made subject to the following additional terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44-C.F.R. 206-434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply to the leased property:
  - (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved previous parking lots and other uses described in 44 C.F.R. Section 206-434, as it reads now and may be amended in the future.
  - (b) Structures. No new structures shall be erected on the property other than:
    - (1) a public facility that is open on all sides and functionally related to the open space use;
    - (2) a restroom; or
    - (3) a structure that is compatible with the uses described in Paragraph 1(a), above, and approved by Cass County in writing prior to the commencement of the construction of the structure.
2. Inspection. FEMA, its representatives, and assigns, including Cass County, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the above terms.
3. Enforcement. Any violation of these terms may, at Cass County's sole discretion, be deemed a default with all the rights and remedies available under the attached Lease.

## LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and Patrick Scherling, 7508 Chrisan Way, P.O. Box 1982, Fargo ND 58107-1982 (hereinafter "Lessee").

THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Property\*: The County hereby offers to lease, and the Lessee agrees to lease, the property situated in the Township of Stanley, County of Cass, State of North Dakota, described as: Lot 5 Block 5, Chrisan Subdivision (hereinafter "property").

\* The County reserves the right to perform flood mitigation work on the lot during the lease period.

2. Term: The term of this lease shall commence on January 1, 2014, and expire at midnight on December 31, 2014.
3. Rent: Rent shall be \$10 dollars per year, payable in advance of the commencement day, to the County by and through the Cass County Auditor at the address given in the section herein entitled Notices.
4. Use: The property shall only be used for purposes consistent with those contained in Exhibit 1 (attached). Furthermore, the property shall not be used for, among other purposes, parking vehicles; building any kind of structure without prior written approval of the County; storage of any kind of equipment or personal property; placement of any signs; raising or keeping of animals; or disposal of any kind of materials, whether hazardous or not. The determination of compliance with these limitations on use of the property shall be at the County's sole discretion.
5. Maintenance: The portion of the lot visible to the general public shall be mowed a minimum of once per month during the growing season.
6. Delivery of Possession: Lessee acknowledges that Lessee has inspected the property and accepts it as suitable for the purpose and use described in this Lease and that the property then complies with the use limitations.
7. Insurance: At all times during the term of this Lease, Lessee shall maintain at Lessee's sole expense, public liability and property damage liability insurance in an amount not less than \$500,000. Lessee shall deliver to County a copy of the certificate of insurance prior to the commencement, and renewal if applicable, of this Lease. County makes no representation that the limits of liability specified herein are adequate to protect Lessee.

8. Indemnification: County shall not be liable for any damage to Lessee, or any other person, or to any property, occurring on the premises or any part thereof, unless such damage is the proximate result of the negligence or an unlawful act of the County. Lessee agrees to hold the County harmless from any claims for damages occurring on the property, no matter how caused, except for injury damages for which County is legally responsible.
9. Ordinances and Statutes: Lessee shall comply with all statutes, ordinances and requirements of municipal, state and federal authorities.
10. Assignment and Subletting: Lessee shall not assign this Lease or sublet any portion of the property without prior written consent of the County.
11. Entry/Inspection of Property: Lessee shall permit County or County's agents to enter and inspect the property at any reasonable time for the purpose of verifying compliance with the terms of this Lease.
12. Maintenance: Lessee shall, at his/her own expense, and at all times, remove snow from any sidewalks, keep the property clear of rubbish or weeds, regularly mow the grass, irrigate or water the property in a manner sufficient to maintain the property but not in a manner inconsistent with governing statutes, ordinances or rules.
13. Default - Event: Lessee will be in default of this Lease for failure to timely pay any rent, or failure to abide by any material terms or conditions of this Lease including, but not limited to, the limitations on use of the property, and such default continues for ten (10) days after written notice from County.
14. Default - County's Remedies: If any one or more of the default events set forth herein occurs, then the County may, in its sole discretion, do one or more of the following:
  1. Give Lessee written notice of its intention to terminate this Lease on the date of such notice, or on any later date that the County may specify in such notice. On the date so specified in such notice, Lessee's right to use of the property will cease and the Lease will be terminated.
  2. Remove personal property and/or other materials that reflect an inappropriate use of the property, and charge Lessee a reasonable sum for removal, storage or/and disposal of such items.
  3. Collect all reasonable attorney fees, costs and disbursements that may arise as a result of any suit filed as a result of Lessee's default.
  4. Exercise such rights or remedies that may be provided by law.

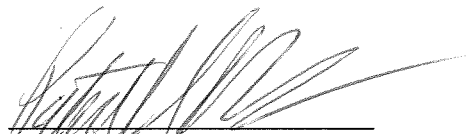
15. Notices: Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to the Lessee or County at the respective addresses given below, or at such other places as may be designated by the parties in writing from time-to-time, or may be delivered in person.

County: 211 9<sup>th</sup> Street South, P.O. Box 2806, Fargo, ND 58108-2806

Lessee: 7508 Chrisan Way, PO Box 1982, Fargo ND 58107-1982

16. Binding Effect: All the provisions hereof shall extend to and be binding upon, and in favor of or against (as the case may be), the heirs, executors, administrators, guardians, assigns and successors in interest of the parties hereto.
17. Severability: If any provision of this Lease should be found invalid or unenforceable, then the rest and remainder of the provisions shall remain valid and enforceable.
18. Entire Agreement: This Lease represents the entire agreement between the parties and there are no collateral or oral agreements or understandings and any executory agreement hereafter made shall be made ineffective to change, modify or discharge this lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.
19. Construction: All provisions hereof and words and phrases used herein shall be governed and construed under the laws of the State of North Dakota.
20. Time is of the Essence: Time is of the essence for each term and provision of this lease.
21. Effective Date: The effective date of this lease is January 1, 2014, regardless of the day that the parties may have signed this agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:

  
\_\_\_\_\_  
Patrick Scherling, Lessee

Cass County

\_\_\_\_\_  
By: Chairman  
Cass County Commission

## EXHIBIT 1

### Additional Lease Terms and Conditions

WHEREAS, Cass County North Dakota became the rightful owner of certain real property, more fully described in the attached Lease, through the use of certain disaster relief funds under Section 404 of the Stafford Act; and

WHEREAS, the terms of the Stafford Act, and related regulations and agreements (e.g., FEMA-State Agreement) require that Cass County agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural flood plain values;

NOW, THEREFORE, the attached Lease is made subject to the following additional terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44-C.F.R. 206-434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply to the leased property:
  - (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved previous parking lots and other uses described in 44 C.F.R. Section 206-434, as it reads now and may be amended in the future.
  - (b) Structures. No new structures shall be erected on the property other than:
    - (1) a public facility that is open on all sides and functionally related to the open space use;
    - (2) a restroom; or
    - (3) a structure that is compatible with the uses described in Paragraph 1(a), above, and approved by Cass County in writing prior to the commencement of the construction of the structure.
2. Inspection. FEMA, its representatives, and assigns, including Cass County, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the above terms.
3. Enforcement. Any violation of these terms may, at Cass County's sole discretion, be deemed a default with all the rights and remedies available under the attached Lease.

## LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and Ken Hagen, 14964 47<sup>th</sup> Street SE, Leonard ND 58052-9756 (hereinafter "Lessee").

THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Property: The County hereby offers to lease, and the Lessee agrees to lease, the property situated in the Township of Walburg, County of Cass, State of North Dakota, described as: Lot 2 Block 1, Von Hagen Subdivision (hereinafter "property").
2. Term: The term of this lease shall commence on January 1, 2014, and expire at midnight on December 31, 2014.
3. Rent: Rent shall be \$10 dollars per year, payable in advance of the commencement day, to the County by and through the Cass County Auditor at the address given in the section herein entitled Notices.
4. Use: The property shall only be used for purposes consistent with those contained in Exhibit 1 (attached). Furthermore, the property shall not be used for, among other purposes, parking vehicles; building any kind of structure without prior written approval of the County; storage of any kind of equipment or personal property; placement of any signs; raising or keeping of animals; or disposal of any kind of materials, whether hazardous or not. The determination of compliance with these limitations on use of the property shall be at the County's sole discretion.
5. Delivery of Possession: Lessee acknowledges that Lessee has inspected the property and accepts it as suitable for the purpose and use described in this Lease and that the property then complies with the use limitations.
6. Insurance: At all times during the term of this Lease, Lessee shall maintain at Lessee's sole expense, public liability and property damage liability insurance in an amount not less than \$500,000. Lessee shall deliver to County a copy of the certificate of insurance prior to the commencement, and renewal if applicable, of this Lease. County makes no representation that the limits of liability specified herein are adequate to protect Lessee.
7. Indemnification: County shall not be liable for any damage to Lessee, or any other person, or to any property, occurring on the premises or any part thereof, unless such damage is the proximate result of the negligence or an unlawful act of the County. Lessee agrees to hold the County harmless from any claims for damages occurring on the property, no matter how caused, except for injury damages for which County is legally responsible.
8. Ordinances and Statutes: Lessee shall comply with all statutes, ordinances and requirements of municipal, state and federal authorities.

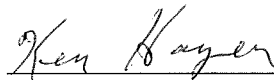
9. Assignment and Subletting: Lessee shall not assign this Lease or sublet any portion of the property without prior written consent of the County.
10. Entry/Inspection of Property: Lessee shall permit County or County's agents to enter and inspect the property at any reasonable time for the purpose of verifying compliance with the terms of this Lease.
11. Maintenance: Lessee shall, at his/her own expense, and at all times, remove snow from any sidewalks, keep the property clear of rubbish or weeds, regularly mow the grass, irrigate or water the property in a manner sufficient to maintain the property but not in a manner inconsistent with governing statutes, ordinances or rules.
12. Default - Event: Lessee will be in default of this Lease for failure to timely pay any rent, or failure to abide by any material terms or conditions of this Lease including, but not limited to, the limitations on use of the property, and such default continues for ten (10) days after written notice from County.
13. Default – County's Remedies: If any one or more of the default events set forth herein occurs, then the County may, in its sole discretion, do one or more of the following:
  1. Give Lessee written notice of its intention to terminate this Lease on the date of such notice, or on any later date that the County may specify in such notice. On the date so specified in such notice, Lessee's right to use of the property will cease and the Lease will be terminated.
  2. Remove personal property and/or other materials that reflect an inappropriate use of the property, and charge Lessee a reasonable sum for removal, storage or/and disposal of such items.
  3. Collect all reasonable attorney fees, costs and disbursements that may arise as a result of any suit filed as a result of Lessee's default.
  4. Exercise such rights or remedies that may be provided by law.
14. Notices: Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to the Lessee or County at the respective addresses given below, or at such other places as may be designated by the parties in writing from time-to-time, or may be delivered in person.

County: 211 9<sup>th</sup> Street South, P.O. Box 2806, Fargo ND 58108-2806

Lessee: 14964 47<sup>th</sup> Street SE, Leonard ND 58052-9756

15. Binding Effect: All the provisions hereof shall extend to and be binding upon, and in favor of or against (as the case may be), the heirs, executors, administrators, guardians, assigns and successors in interest of the parties hereto.
16. Severability: If any provision of this Lease should be found invalid or unenforceable, then the rest and remainder of the provisions shall remain valid and enforceable.
17. Entire Agreement: This Lease represents the entire agreement between the parties and there are no collateral or oral agreements or understandings and any executory agreement hereafter made shall be made ineffective to change, modify or discharge this lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.
18. Construction: All provisions hereof and words and phrases used herein shall be governed and construed under the laws of the State of North Dakota.
19. Time is of the Essence: Time is of the essence for each term and provision of this lease.
20. Effective Date: The effective date of this lease is January 1, 2014, regardless of the day that the parties may have signed this agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:

  
\_\_\_\_\_  
Lessee

Cass County

\_\_\_\_\_  
By: Chairman  
Cass County Commission



## EXHIBIT 1

### Additional Lease Terms and Conditions

WHEREAS, Cass County North Dakota became the rightful owner of certain real property, more fully described in the attached Lease, through the use of certain disaster relief funds under Section 404 of the Stafford Act; and

WHEREAS, the terms of the Stafford Act, and related regulations and agreements (e.g., FEMA-State Agreement) require that Cass County agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural flood plain values;

NOW, THEREFORE, the attached Lease is made subject to the following additional terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44-C.F.R. 206-434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply to the leased property:
  - (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved previous parking lots and other uses described in 44 C.F.R. Section 206-434, as it reads now and may be amended in the future.
  - (b) Structures. No new structures shall be erected on the property other than:
    - (1) a public facility that is open on all sides and functionally related to the open space use;
    - (2) a restroom; or
    - (3) a structure that is compatible with the uses described in Paragraph 1(a), above, and approved by Cass County in writing prior to the commencement of the construction of the structure.
2. Inspection. FEMA, its representatives, and assigns, including Cass County, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the above terms.
3. Enforcement. Any violation of these terms may, at Cass County's sole discretion, be deemed a default with all the rights and remedies available under the attached Lease.

## LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and James Van Vleet, 7119 County Road 31 North, Fargo ND 58102-6116 (hereinafter "Lessee").

THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Property: The County hereby offers to lease, and the Lessee agrees to lease, the property situated in the Township of Reed, County of Cass, State of North Dakota, described as: 2-140-49 A 2.7 THAT PART OF GOV LOT 3 IN E 1/2 OF NE 1/4 OF SEC 2 DESC AS FOLL COMM AT NW COR OF E 1/2 OF NE 1/4 OF SEC 2; THEN S ALG W LN OF E 1/2 OF NE 1/4 FOR 1533' TO PT OF BEG; THEN E PARA TO N LN OF SEC 2 FOR 670' MORE OR LESS TO W BK OF RED RIV; THEN SWLY ALG W BK OF RIV TO A LN PARA WITH & 1733' S OF N LN OF SEC 2; THEN W ALG LN PARA WITH N LN OF SEC FOR 510' MORE OR LESS, TO W LN OF E 1/2 OF NE 1/4; THEN N ALG W LN OF E 1/2 OF NE 1/4 FOR 200' TO PT OF BEG. TRACT CONT 2.7 ACRES MORE OR LESS. (hereinafter "property").
2. Term: The term of this lease shall commence on January 1, 2014, and expire at midnight on December 31, 2014.
3. Rent: Rent shall be \$10 dollars per year, payable in advance of the commencement day, to the County by and through the Cass County Auditor at the address given in the section herein entitled Notices.
4. Use: The property shall only be used for purposes consistent with those contained in Exhibit 1 (attached). Furthermore, the property shall not be used for, among other purposes, parking vehicles; building any kind of structure without prior written approval of the County; storage of any kind of equipment or personal property; placement of any signs; raising or keeping of animals; or disposal of any kind of materials, whether hazardous or not. The determination of compliance with these limitations on use of the property shall be at the County's sole discretion.
5. Maintenance: The portion of the lot visible to the general public shall be mowed a minimum of once per month during the growing season.
6. Delivery of Possession: Lessee acknowledges that Lessee has inspected the property and accepts it as suitable for the purpose and use described in this Lease and that the property then complies with the use limitations.
7. Insurance: At all times during the term of this Lease, Lessee shall maintain at Lessee's sole expense, public liability and property damage liability insurance in an amount not less than \$500,000. Lessee shall deliver to County a copy of the certificate of insurance prior to the commencement, and renewal if applicable, of this Lease. County makes no representation that the limits of liability specified herein are adequate to protect Lessee.

8. Indemnification: County shall not be liable for any damage to Lessee, or any other person, or to any property, occurring on the premises or any part thereof, unless such damage is the proximate result of the negligence or an unlawful act of the County. Lessee agrees to hold the County harmless from any claims for damages occurring on the property, no matter how caused, except for injury damages for which County is legally responsible.
9. Ordinances and Statutes: Lessee shall comply with all statutes, ordinances and requirements of municipal, state and federal authorities.
10. Assignment and Subletting: Lessee shall not assign this Lease or sublet any portion of the property without prior written consent of the County.
11. Entry/Inspection of Property: Lessee shall permit County or County's agents to enter and inspect the property at any reasonable time for the purpose of verifying compliance with the terms of this Lease.
12. Maintenance: Lessee shall, at his/her own expense, and at all times, remove snow from any sidewalks, keep the property clear of rubbish or weeds, regularly mow the grass, irrigate or water the property in a manner sufficient to maintain the property but not in a manner inconsistent with governing statutes, ordinances or rules.
13. Default - Event: Lessee will be in default of this Lease for failure to timely pay any rent, or failure to abide by any material terms or conditions of this Lease including, but not limited to, the limitations on use of the property, and such default continues for ten (10) days after written notice from County.
14. Default - County's Remedies: If any one or more of the default events set forth herein occurs, then the County may, in its sole discretion, do one or more of the following:
  1. Give Lessee written notice of its intention to terminate this Lease on the date of such notice, or on any later date that the County may specify in such notice. On the date so specified in such notice, Lessee's right to use of the property will cease and the Lease will be terminated.
  2. Remove personal property and/or other materials that reflect an inappropriate use of the property, and charge Lessee a reasonable sum for removal, storage or/and disposal of such items.
  3. Collect all reasonable attorney fees, costs and disbursements that may arise as a result of any suit filed as a result of Lessee's default.
  4. Exercise such rights or remedies that may be provided by law.

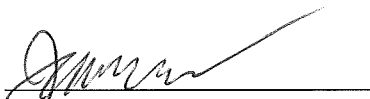
15. Notices: Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to the Lessee or County at the respective addresses given below, or at such other places as may be designated by the parties in writing from time-to-time, or may be delivered in person.

County: 211 9<sup>th</sup> Street South, P.O. Box 2806, Fargo ND 58108-2806

Lessee: 7119 County Road 31 North, Fargo ND 58102-6116

16. Binding Effect: All the provisions hereof shall extend to and be binding upon, and in favor of or against (as the case may be), the heirs, executors, administrators, guardians, assigns and successors in interest of the parties hereto.
17. Severability: If any provision of this Lease should be found invalid or unenforceable, then the rest and remainder of the provisions shall remain valid and enforceable.
18. Entire Agreement: This Lease represents the entire agreement between the parties and there are no collateral or oral agreements or understandings and any executory agreement hereafter made shall be made ineffective to change, modify or discharge this lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.
19. Construction: All provisions hereof and words and phrases used herein shall be governed and construed under the laws of the State of North Dakota.
20. Time is of the Essence: Time is of the essence for each term and provision of this lease.
21. Effective Date: The effective date of this lease is January 1, 2014, regardless of the day that the parties may have signed this agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:

  
\_\_\_\_\_  
Lessee

Cass County

\_\_\_\_\_  
By: Chairman  
Cass County Commission

## EXHIBIT 1

### Additional Lease Terms and Conditions

WHEREAS, Cass County North Dakota became the rightful owner of certain real property, more fully described in the attached Lease, through the use of certain disaster relief funds under Section 404 of the Stafford Act; and

WHEREAS, the terms of the Stafford Act, and related regulations and agreements (e.g., FEMA-State Agreement) require that Cass County agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural flood plain values;

NOW, THEREFORE, the attached Lease is made subject to the following additional terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44-C.F.R. 206-434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply to the leased property:
  - (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved previous parking lots and other uses described in 44 C.F.R. Section 206-434, as it reads now and may be amended in the future.
  - (b) Structures. No new structures shall be erected on the property other than:
    - (1) a public facility that is open on all sides and functionally related to the open space use;
    - (2) a restroom; or
    - (3) a structure that is compatible with the uses described in Paragraph 1(a), above, and approved by Cass County in writing prior to the commencement of the construction of the structure.
2. Inspection. FEMA, its representatives, and assigns, including Cass County, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the above terms.
3. Enforcement. Any violation of these terms may, at Cass County's sole discretion, be deemed a default with all the rights and remedies available under the attached Lease.



AMENDED DECLARATIONS  
HOMEOWNERS POLICY

THIS DECLARATIONS PAGE WITH POLICY FORMS AND ENDORSEMENTS  
AMENDS THE POLICY EFFECTIVE 11/18/13.

REASON FOR AMENDMENT MULTIPLE CHANGES

POLICY NUMBER HND 0454957	POLICY PERIOD FROM 04/02/13 TO 04/02/14	COVERAGE IS PROVIDED IN THE FOLLOWING COMPANY MILBANK INSURANCE COMPANY	AGENCY 10278	PROD 01
NAMED INSURED AND ADDRESS JAMES VAN VLEET 7119 COUNTY RD 31 FARGO ND 58102		AGENT MOORHEAD INSURANCE AGENCY INC PO BOX 156 MOORHEAD MN 56561  TELEPHONE 218/233-3422		

THE PREMISES COVERED BY THIS POLICY IS LOCATED AT THE ABOVE ADDRESS.

RATING INFORMATION- FORM 3, FRAME, CONSTRUCTED IN 1976, SECURCARD,  
PRIMARY RESIDENCE, PROTECTION CLASS 09, TERRITORY 091,  
FEET FROM HYDRANT 1003, FIRE STATION 5 MILES,  
SEC. -I DEDUCTIBLE \$500 EXCEPT \$1000 FOR WIND/HAIL, 1 FAMILY, INSIDE CITY.

DUE TO REPAIR AND REPLACEMENT COST INCREASES, SECTION I COVERAGES HAVE BEEN  
INCREASED BY 5.5%

COVERAGE AT THE ABOVE DESCRIBED LOCATION IS PROVIDED ONLY WHERE A LIMIT OF  
LIABILITY IS SHOWN OR A PREMIUM IS STATED

SECTION I COVERAGE	LIMIT OF LIABILITY	PREMIUMS
A. DWELLING	\$295,600	\$1,389.00
B. OTHER STRUCTURES	\$29,560	
C. PERSONAL PROPERTY	\$147,800	
D. LOSS OF USE	\$88,680	

SECTION II COVERAGE		PREMIUMS
E. PERSONAL LIABILITY	\$500,000 EACH OCCURRENCE	\$25.00
F. MEDICAL PAY. TO OTHERS -	\$1,000 EACH PERSON	
TOTAL BASIC PREMIUM	- - - - -	\$1,414.00

ADDITIONAL PREMIUMS		
ADDITIONAL RESIDENCE OCCUPIED BY INSURED		\$10.00
TOTAL ADDITIONAL PREMIUMS	- - - - -	\$10.00
TOTAL ANNUAL PREMIUM	- - - - -	\$1,424.00

PREMIUM BASED ON FAVORABLE LOSS EXPERIENCE

\*\*\* YOUR HOMEOWNERS POLICY HAS BEEN DISCOUNTED AS SHOWN BELOW:

YOU HAVE RECEIVED AN AGE OF DWELLING DISCOUNT OF 24%  
 YOU HAVE RECEIVED AN AUTO/HOME DISCOUNT OF \$347  
 FINANCIAL STABILITY DISCOUNT APPLIES  
 PROTECTIVE DEVICE CREDIT 2%

POLICY PERIOD- 12-01 AM STANDARD TIME AT THE RESIDENCE PREMISES.



Insurance Companies

AMENDED DECLARATIONS HOMEOWNERS POLICY

INSURED COPY 332 VAN HP EAM 22 MDDR0010278 058102

THIS DECLARATIONS PAGE WITH POLICY FORMS AND ENDORSEMENTS AMENDS THE POLICY EFFECTIVE 11/18/13.

REASON FOR AMENDMENT MULTIPLE CHANGES

POLICY NUMBER	POLICY PERIOD		COVERAGE IS PROVIDED IN THE FOLLOWING COMPANY	AGENCY	PROD
HND 0454957	FROM 04/02/13	TO 04/02/14			

NAMED INSURED AND ADDRESS JAMES VAN VLEET 7119 COUNTY RD 31 FARGO ND 58102	AGENT MOORHEAD INSURANCE AGENCY INC PO BOX 156 MOORHEAD MN 56561  TELEPHONE 218/233-3422
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MORTGAGEE  
 ITS SUCCESSORS &/OR ASSIGNS  
 LN# 1957759831  
 JPMORGAN CHASE NA  
 PO BOX 47020  
 DORAVILLE, GA 30362

ADDITIONAL INSURED  
 OR ADDITIONAL INTEREST  
 CASS COUNTY OF NORTH DAKOTA  
 211 9TH ST SOUTH  
 FARGO, ND 58103

FORMS AND ENDORSEMENTS - H00003 10/00, FI179 10/00, FI256M 01/10, FI0133 08/03,  
 H00427 04/02, H00455 03/03, FI2073 02/06, H01610 01/09, FI3501 03/09,  
 FI187 04/00, H00416 10/00, H00410 10/00, H00496 10/00, FI261 10/00,  
 FI266 10/00, FI47 10/00.

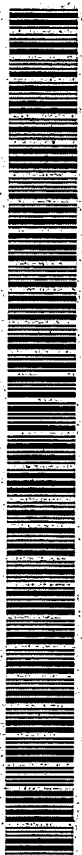
\*\*\* YOU CAN REALIZE SIGNIFICANT PREMIUM REDUCTIONS BY INCREASING THE DEDUCTIBLE AMOUNT ON YOUR POLICY. CONTACT YOUR AGENT FOR SPECIFIC DETAILS. \*\*

NO SIGNATURE REQUIRED

11/20/13  
DATE

BLBAND012 (LANDSCAPE TAB)

03 \* 00000010278HND04549571010\*



## LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and Victor and Patricia Pellerano, 2709 Northwood Drive, Fargo ND 58102-6105 (hereinafter "Lessee").

THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Property: The County hereby offers to lease, and the Lessee agrees to lease, the property situated in the Township of Reed, County of Cass, State of North Dakota, described as: LOT 1 LESS W 10' OF N 72.5' FOR 1998 RIGHT OF WAY, NORTHWOOD ADDITION, CONTAINS .02 ACRES (hereinafter "property").
2. Term: The term of this lease shall commence on January 1, 2014, and expire at midnight on December 31, 2014.
3. Rent: Rent shall be \$10 dollars per year, payable in advance of the commencement day, to the County by and through the Cass County Auditor at the address given in the section herein entitled Notices.
4. Use: The property shall only be used for purposes consistent with those contained in Exhibit 1 (attached). Furthermore, the property shall not be used for, among other purposes, parking vehicles; building any kind of structure without prior written approval of the County; storage of any kind of equipment or personal property; placement of any signs; raising or keeping of animals; or disposal of any kind of materials, whether hazardous or not. The determination of compliance with these limitations on use of the property shall be at the County's sole discretion.
5. Maintenance: The portion of the lot visible to the general public shall be mowed a minimum of once per month during the growing season.
6. Delivery of Possession: Lessee acknowledges that Lessee has inspected the property and accepts it as suitable for the purpose and use described in this Lease and that the property then complies with the use limitations.
7. Insurance: At all times during the term of this Lease, Lessee shall maintain at Lessee's sole expense, public liability and property damage liability insurance in an amount not less than \$500,000. Lessee shall deliver to County a copy of the certificate of insurance prior to the commencement, and renewal if applicable, of this Lease. County makes no representation that the limits of liability specified herein are adequate to protect Lessee.



8. Indemnification: County shall not be liable for any damage to Lessee, or any other person, or to any property, occurring on the premises or any part thereof, unless such damage is the proximate result of the negligence or an unlawful act of the County. Lessee agrees to hold the County harmless from any claims for damages occurring on the property, no matter how caused, except for injury damages for which County is legally responsible.
9. Ordinances and Statutes: Lessee shall comply with all statutes, ordinances and requirements of municipal, state and federal authorities.
10. Assignment and Subletting: Lessee shall not assign this Lease or sublet any portion of the property without prior written consent of the County.
11. Entry/Inspection of Property: Lessee shall permit County or County's agents to enter and inspect the property at any reasonable time for the purpose of verifying compliance with the terms of this Lease.
12. Maintenance: Lessee shall, at his/her own expense, and at all times, remove snow from any sidewalks, keep the property clear of rubbish or weeds, regularly mow the grass, irrigate or water the property in a manner sufficient to maintain the property but not in a manner inconsistent with governing statutes, ordinances or rules.
13. Default - Event: Lessee will be in default of this Lease for failure to timely pay any rent, or failure to abide by any material terms or conditions of this Lease including, but not limited to, the limitations on use of the property, and such default continues for ten (10) days after written notice from County.
14. Default - County's Remedies: If any one or more of the default events set forth herein occurs, then the County may, in its sole discretion, do one or more of the following:
  1. Give Lessee written notice of its intention to terminate this Lease on the date of such notice, or on any later date that the County may specify in such notice. On the date so specified in such notice, Lessee's right to use of the property will cease and the Lease will be terminated.
  2. Remove personal property and/or other materials that reflect an inappropriate use of the property, and charge Lessee a reasonable sum for removal, storage or/and disposal of such items.
  3. Collect all reasonable attorney fees, costs and disbursements that may arise as a result of any suit filed as a result of Lessee's default.
  4. Exercise such rights or remedies that may be provided by law.


15. Notices: Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to the Lessee or County at the respective addresses given below, or at such other places as may be designated by the parties in writing from time-to-time, or may be delivered in person.

County: 211 9<sup>th</sup> Street South, P.O. Box 2806, Fargo, ND 58108-2806

Lessee: 2709 Northwood Drive, Fargo ND 58102-6105

16. Binding Effect: All the provisions hereof shall extend to and be binding upon, and in favor of or against (as the case may be), the heirs, executors, administrators, guardians, assigns and successors in interest of the parties hereto.
17. Severability: If any provision of this Lease should be found invalid or unenforceable, then the rest and remainder of the provisions shall remain valid and enforceable.
18. Entire Agreement: This Lease represents the entire agreement between the parties and there are no collateral or oral agreements or understandings and any executory agreement hereafter made shall be made ineffective to change, modify or discharge this lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.
19. Construction: All provisions hereof and words and phrases used herein shall be governed and construed under the laws of the State of North Dakota.
20. Time is of the Essence: Time is of the essence for each term and provision of this lease.
21. Effective Date: The effective date of this lease is January 1, 2014, regardless of the day that the parties may have signed this agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:

  
\_\_\_\_\_  
Lessee

Cass County

\_\_\_\_\_  
By: Chairman  
Cass County Commission

  
\_\_\_\_\_  
Lessee

## EXHIBIT 1

### Additional Lease Terms and Conditions

WHEREAS, Cass County North Dakota became the rightful owner of certain real property, more fully described in the attached Lease, through the use of certain disaster relief funds under Section 404 of the Stafford Act; and

WHEREAS, the terms of the Stafford Act, and related regulations and agreements (e.g., FEMA-State Agreement) require that Cass County agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural flood plain values;

NOW, THEREFORE, the attached Lease is made subject to the following additional terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44-C.F.R. 206-434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply to the leased property:
  - (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved previous parking lots and other uses described in 44 C.F.R. Section 206-434, as it reads now and may be amended in the future.
  - (b) Structures. No new structures shall be erected on the property other than:
    - (1) a public facility that is open on all sides and functionally related to the open space use;
    - (2) a restroom; or
    - (3) a structure that is compatible with the uses described in Paragraph 1(a), above, and approved by Cass County in writing prior to the commencement of the construction of the structure.
2. Inspection. FEMA, its representatives, and assigns, including Cass County, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the above terms.
3. Enforcement. Any violation of these terms may, at Cass County's sole discretion, be deemed a default with all the rights and remedies available under the attached Lease.



PROTECTOR PLUS

FIRE INSURANCE EXCHANGE, LOS ANGELES, CALIFORNIA
A Reciprocal Company

DECLARATIONS
HOMEOWNERS
Replaces all prior Declarations, if any

TRANSACTION TYPE: OFFER OF RENEWAL

The Policy Period is effective (not prior to time applied for) at described residence premises.

Table with columns: POLICY NUMBER, POLICY PERIOD (FROM, TO, STANDARD TIME), POLICY EDITION. Values: 90889-24-59, 11-01-2013, 11-01-2014, 12:01 A.M., 04

ISSUING OFFICE:
P.O. BOX 296
SHAWNEE MS, KS 66201

This policy will continue for successive policy periods, if: (1) we elect to continue this insurance, and (2) if you pay the renewal premium for each successive policy period as required by our premiums, rules and forms then in effect.

Table with columns: INSURED'S NAME & MAILING ADDRESS, LOCATION OR DESCRIPTION OF RESIDENCE PREMISES. Values: VICTOR PELLERANO & PATTI PELLERANO, 2709 NORTHWOOD DR, FARGO ND 58102-6105

DESCRIPTION OF PROPERTY

Table with columns: YEAR OF CONSTRUCTION, CONSTRUCTION TYPE, ROOF TYPE, NUMBER OF UNITS, OCCUPANCY. Values: 1971, FRAME, ASPHALT COMPOSITION, 001, OWNER

COVERAGES - We provide insurance only for those coverages indicated by a specific limit or other notation.

Table with columns: SECTION I - PROPERTY (A-DWELLING OR MOBILE HOME, B-SEPARATE (OTHER) STRUCTURES, C-PERSONAL PROPERTY, D-LOSS OF USE), SECTION II - LIABILITY (E-PERSONAL LIABILITY, F-MEDICAL PAY TO OTHERS), ANNUAL PREMIUM. Values: \$188,000, \$18,800, \$141,000, \$94,000, \$500,000 Each Occurrence, \$5,000 Each Person, \$1,340.53

ENDORSEMENTS

Table with columns: ENDORSEMENT NUMBER, EDITION NUMBER, DESCRIPTION. Lists various endorsements like E4040A, E6018, E6008, etc.

DISCOUNTS

50 PLUS, AUTO/HOME, AND NON SMOKER DISCOUNTS HAVE BEEN APPLIED TO YOUR POLICY.

DEDUCTIBLES

Deductible applicable to each covered loss:
\$500 except Windstorm/Hail loss
\$1,880 Windstorm/Hail loss (1% of Cov. A limit)
Percent Deductibles adjust with changes to Cov. A limit

POLICY ACTIVITY

Table showing policy activity: Previous Balance, Premium 1,340.53, Fees, Payments or Credits, Total. Includes note: \*SEE ADDITIONAL FEE INFORMATION BELOW

Countersignature

Handwritten signature

Authorized Representative

AGENT: JULIE A. WILSON
AGENT PHONE: (701) 239-2448 AGENT NUMBER: 15 20 304



Keep with your policy showing the same policy number as this endorsement.

Effective  
Date: 11-01-2013

**ENDORSEMENT**

90889-24-59  
Policy Number  
of the Company designated  
in the Declarations

ADDITIONAL PREMISE ADDRESS: LOT 1 NORTHWOOD SUB  
(cont.) FARGO ND

ADDITIONAL PREMISES LEGAL DESCRIPTION:  
LOT 1 NORTHWOOD DR SUB FARGO, ND 58102  
2 ACRES

Countersigned \_\_\_\_\_

Authorized Representative

**EAP Full Service Contract For Services  
Employee Assistance Program**

The following is a contract between CASS COUNTY and THE VILLAGE BUSINESS INSTITUTE, a division of The Village Family Service Center.

WHEREAS, The Village Business Institute is engaged in offering personal assistance to employees of business, industry and agencies and their families, and WHEREAS, CASS COUNTY. desires to participate in this program:

THEREFORE, The Village Business Institute and CASS COUNTY. agree to the following:

1. The Village Business Institute shall provide the following:
  - a. A Household Aggregate Model EAP. The Village Business Institute shall make available to each covered employee, a quantity of sessions equal to the number of household members times (x) 4. (Example: 5 household members times (x) 4 sessions per household member equals 20 available sessions for the household.) No household will have less than 8 available sessions. These sessions include access to the full range of counseling and programs available at The Village Business Institute EAP. If referred outside of The Village Business Institute EAP for medical reasons, it is the responsibility of the household member to arrange payment for the service. (Service may be covered by personal health insurance.) Sessions may be applied towards face to face mental health counseling, financial counseling, legal counseling, wellness/education, 24/7 crisis counseling, and CD Assessments/education.
  - b. Formal referral process is available for:
    - 1) Job performance issues
    - 2) Violation of Companies' Drug Free Workplace policy
    - 3) For employees falling under DOT (Department of Transportation) regulations, The Village Business Institute will locate and provide referrals to SAP (Substance Abuse Professional) that meets the requirements of federal regulations.
  - c. 6 hours of customized on-site or web-based employee or management training and /or crisis management services to meet the needs of CASS COUNTY.
  - d. Training hours available in the CASS COUNTY. contract may also be used to have an EAP professional assist your organization(s) in integrating EAP services with work-life, wellness, human capital, and healthcare programs in order to provide a linked, comprehensive delivery of services. The Village Business Institute EAP professionals, upon request, will attend in person, via teleconference or web-based, department or committee meetings and provide input and coordination of EAP services. Training programs are the work production of The Village Business Institute and are not to be considered to be a product of any other agency.

- e. The Village Business Institute's consulting services are at a reduced rate to CASS COUNTY. .
  - f. Orientation sessions for management/supervisory staff in how to deal with troubled employees and how to use The Village Business Institute's employee assistance program.
  - g. Orientation sessions for employees to explain The Village Business Institute's employee assistance program, how it used, and the services it offers. Sessions are scheduled to encourage 100% participation.
  - h. Travel expenses for covered orientation and/or training within ND, SD, and MN are the sole responsibility of The Village Business Institute. Travel expenses for covered orientations/trainings outside of ND, SD, and MN shall be shared by the parties as follows: lodging and food will be the responsibility of The Village Business Institute; transportation costs shall be paid by CASS COUNTY. .
  - i. Toll-free Supervisor Helpline providing phone consultation to supervisors/managers in dealing with troubled employees. Supervisor Helpline services will be provided by EAP counseling and management specialists.
  - j. Monthly employee newsletters focused on work-related issues, personal wellness and family dynamics.
  - k. Quarterly newsletters focused on helping supervisors lead, teach and guide employees.
  - l. Semi-annual statistical reports on program utilization.
  - m. Services to an employee for ninety (90) days following termination/disability from CASS COUNTY. .
  - n. Brochures, posters, check stuffers or other appropriate information to encourage use of the program.
2. CASS COUNTY. will provide the following:
- a. Endorse The Village Business Institute EAP program and incorporate it into existing personnel policies and procedures.
  - b. Provide space in the workplace for brochures, posters or other appropriate information supplied by The Village Business Institute to encourage program use.
  - c. Distribute to employees, monthly newsletters, quarterly supervisor newsletters and quarterly check stuffers. Newsletters and check stuffers may be in paper form or electronic form.
  - d. Designate one or more contact persons to serve as liaison with The Village Business Institute and to assist in implementing the program.

- e. Provide an opportunity for all management and supervisory personnel to participate in training programs.
- 3. The terms of the contract shall be from January 1, 2014 to December 31, 2014 at a cost of \$30.00 per year per full-time equivalent employee (FTE) for 396 FTE employees. Total first year contract cost is \$11,880. FTE's will be confirmed annually.
- 4. This contract is renewable on the date indicated in #3, except that either party may terminate this agreement upon thirty (30) days written notice to the other party.
- 5. Both The Village Business Institute and CASS COUNTY. shall maintain confidentiality of privileged information in accordance with applicable state and federal law. Identifying information about CASS COUNTY. employees or household members using the program shall not be given out by The Village Business Institute under any circumstances unless the client signs an agreement authorizing The Village Business Institute permission to disclose such information. The Village Business Institute will use and disclose only the minimum necessary protected client information to accomplish the purpose for which the information is being used or disclosed. The Village Business Institute will maintain physical, electronic, and procedural safeguards that comply with federal regulation to guard protected client information.

Both The Village Business Institute and CASS COUNTY shall maintain the highest ethical and legal standards in all phases of the program.

The parties agree to indemnify and hold harmless the other party for actions, causes of action, suits, claims, judgments, settlements, liabilities, damages, penalties, losses, expenses, including without limitation, extra-contractual damages, court costs, attorney's fees, punitive and exemplary damages resulting from or arising out of any function under this Agreement, if the liability was the direct consequence of the action of the indemnifying party.

**THE VILLAGE BUSINESS INSTITUTE**  
 PO Box 9859  
 Fargo, ND 58106-9859

**CASS COUNTY.**  
 211 S 9th St.  
 Fargo, ND 58108

BY: *Lauren Binn*

BY: \_\_\_\_\_

Title: Sales/Marketing

Title: \_\_\_\_\_

Date: 11-29-13

Date: \_\_\_\_\_



## AGREEMENT FOR SERVICES

This proposal is our, the Provider's, offer to provide services to Cass County Government, the client. If Cass County accepts this offer by signing, the RFP requirements, this offer and the proposal shall constitute the consulting services agreement.

In addition, the Provider, and Cass County Government agree to the following:

- 1) **SCOPE OF SERVICES:** We mutually agree the accepted services as specified in the proposal and the RFP constitute the complete scope of services. The terms and conditions of the RFP are hereby incorporated as part of the contract.
- 2) **TERM:** This agreement shall commence on January 1, 2014, and end on December 31, 2014.
- 3) **FEES:** Cass County Government shall only pay pursuant to the terms in the proposal and RFP.
- 4) **BILLINGS:** The Provider shall bill Cass County Government on a monthly basis based on the annualized average number of monthly employees. Payments shall be made at the end of the month of service. For this contract, the average monthly FTE's shall be established at 396. This number will be reviewed annually.
- 5) **TERMINATION:** Either party may terminate this agreement with respect to tasks yet to be performed with thirty (30) days written notice mailed to the other party.
- 6) **EMPLOYMENT STATUS:** The Provider acknowledges that any services performed in connection with the Provider's duties and obligations, as created and provided for in this agreement, are performed in the capacity of an independent vendor. At no time during the performing of services as required by this contract will the Provider be considered an employee of Cass County Government.
- 7) **SUBCONTRACTS:** Sub-vendors to the Provider shall be considered agents of the Provider and agree to all accepted services as specified in the proposal and RFP.
- 8) **ACCESS TO RECORDS:** Cass County Government agrees that all participation by its members and their dependents in programs hereunder is confidential. The Provider shall not disclose any

individual employee or dependent information to the covered agency or its representatives without the prior written consent of the employee or family member. The Provider will have exclusive control over the direction and guidance of the professionals rendering services under this agreement. The Provider agrees to keep confidential all Cass County Government information obtained in the course of delivering services, unless otherwise required by law.

- 9) **OWNERSHIP OF WORK PRODUCT:** All work products of the Provider, including but not limited to, data, documents, drawings, estimates and actuarial calculations which are provided to Cass County Government under this agreement are the exclusive property of Cass County Government.
- 10) **APPLICABLE LAW AND VENUE:** This agreement shall be governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this contract must be brought in the District Court of Cass County, North Dakota.
- 11) **MERGER AND MODIFICATION:** This document, the provider proposal, and the RFP constitute the entire agreement between the parties. In the event of any inconsistency or conflict among the documents making up this agreement, the documents must control in this order of precedence: First—the terms of this contract, as may be amended; and Second—the county's request for proposal. 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 instances and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this agreement.
- 12) **INDEMNITY:** Provider shall comply with all applicable federal, state and local laws, rules and ordinances at all times in the performance of this agreement, and conduct its activities so as not to endanger any person or property. Provider agrees to indemnify and save and hold harmless Cass County Government, its' officers and employees from any and all claims of any nature, including claims of employees or agents of Provider, resulting from or arising out of the activities of the Provider or its agents, officers or employees under this agreement.

- 13) **INSURANCE:** Provider 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, appropriate professional liability insurance, with minimum liability limits of \$500,000 per occurrence and \$1,000,000 in the aggregate for each employee conducting counseling services for Cass County employees. Provider shall also require all subcontractors to secure and keep in force during the term of the agreement, the same professional liability insurance coverage as provider. Any deductible or self-insured retention amount or other similar obligation under the policies must be the sole responsibility of the provider. Provider shall furnish a certificate of insurance to Cass County Government prior to the commencement of this agreement. Failure to provide insurance as required in this agreement is a material breach of contract entitling Cass County to terminate this agreement immediately.
- 14) **SEVERABILITY:** If any term in this contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms must not be affected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

CASS COUNTY GOVERNMENT

PROVIDER

By: \_\_\_\_\_

By: James B.

WITNESS:

WITNESS:

\_\_\_\_\_

Shirley Mae

Date: \_\_\_\_\_

Date: 11-29-13

RECEIVED

DEC 3 2013

**Commission Consent Agenda**

Social Services – Homemaker Service Contracts

CASS COUNTY COMMISSION

Social Services contracts with the following agencies to complete homemaker services:

- Community Living Services
- Fargo Cass Public Health
- Sanford Medical Center
- Spectrum Home Care
- Tami's Angels

These contracts have been reviewed and approved by Birch Burdick, as well as approved by the Social Services Board.

**Proposed Motion:**

Move to approve Social Services contracts for Homemaker Services for January 1 – December 31, 2014.

SUBJECT: CONTRACTS

ADOPTED DATE: OCTOBER 2, 2000

PAGE 1 OF 1

All contracts which bind Cass County must contain the signature of the commission chairman. Prior to being placed on the commission agenda, the department head should forward the contract to the state's attorney for review.

A standardized form may be used when presenting contracts to the commission for approval as follows:

COMPANY REQUESTING CONTRACT: Community Living Services

DATE OF REQUEST: 10/23/13 DATE OF EXPECTED RETURN  
TO THE COMMISSION OFFICE: \_\_\_\_\_

DEPARTMENT HEAD RECOMMENDING SIGNATURE: [Signature]

STATE'S ATTORNEY SIGNATURE: [Signature] 11/20/13

STATE'S ATTORNEY COMMENTS:

SEE ENCLOSED COMMENTS. OTHERWISE  
APPROVED AS TO FORM.

CHAIRMAN TO SIGN ORIGINAL AGREEMENT

Contracts shall be on a calendar-year basis, whenever possible.

As a part of the consent agenda for each regular commission meeting, the subject of "Contracts" will be automatically included.

Therefore, departments may submit contracts for board approval up to the day of each commission meeting. Contract approval will be subject to state's attorney review within five days after being approved by the county commission.

HISTORICAL REFERENCE DATE: MAY 4, 1992

## PURCHASE OF SERVICE AGREEMENT

WHEREAS the Cass County Social Service Board (CCSSB) 1010 2<sup>nd</sup> Ave. S, Fargo, ND 58103 has determined the services referred to in the paragraph entitled "Scope of Service" should be purchased; and

WHEREAS, Community Living Services  
111 North University Drive  
Fargo, ND 58102

(Provider), proposes to provide those services;

NOW, THEREFORE, the CCSSB and Community Living Services enter into the following:

### AGREEMENT

#### I. TERM OF THE AGREEMENT:

The term of this agreement shall be from the 1st day of January, 2014 through the December 31, 2014.

#### II. SCOPE OF SERVICE:

The Provider agrees to render in-home services to eligible individuals (Recipients) in Cass County, North Dakota. The Provider understands and agrees that eligibility will be determined solely by CCSSB. The Provider agrees that the specific services to be provided recipients, the definitions of those services, and related manual chapters are those set forth in Addendum B. In rendering services the Provider agrees to abide by the provisions of the North Dakota Department of Human Services Manual Chapter Policies and Procedures.

The Provider understands and agrees that the CCSSB will inform the provider of the name of the recipients of services under the terms of this Agreement. The Provider further agrees to designate an individual to negotiate with a similarly designated individual from the CCSSB for the specific services to be provided recipients, the number of units of service to be provided recipients, and the compensation for recipients as set forth in paragraph III herein.

#### III. COMPENSATION:

- A. Compensation under the terms of this agreement shall not exceed the maximum amount allowed for the service provided under the terms of this contract. The maximum amount allowed for the service is set forth in Addendum B.
- B. The Provider understands and agrees that:
  1. Travel time will not be billed nor paid.
  2. The contracted rates are the maximum allowable and will cover all costs to provide a unit of service, as defined by this contract. CCSSB makes no guarantee of the number of hours that will be referred for service.
  3. No release time or cancel time will be billed.

4. Supervisory time, charting time, training, client reassessment, and all other activities relating to program management are built into the rate.
  5. The Provider shall submit a complete billing for a service period to the CCSSB within five (5) working days following the close of each service period. Such billing must be submitted with required information stated in "D" below.
  6. Payment will not be made for unauthorized services rendered by the Provider, nor for claimed services which CCSSB determines by contract monitoring, have not been provided as authorized or have been provided in excess of authorizations.
  7. No supplemental billings will be accepted by the CCSSB without prior notification to CCSSB of the need and justification for such a billing and authorization by the CCSSB to submit. Payment for authorized supplemental billing will be made as part of the next regular claim cycle.
  8. CCSSB will make payments within statutory requirements.
- C. The provider understands and agrees that Title XX/Cass County funded recipients will be screened by Cass County Social Services to determine eligibility. Both parties understand that units of service expended will be at the unit rate of \$6.59/unit.
- D. The CCSSB agrees to reimburse the Provider at the negotiated rates per Form #1699 upon the Provider's billing to the County Social Service Board. The billing must include the recipient's name, units of service per recipient, per date, and compensation being claimed. With each billing, the Provider must attest to the following statement:
- "I certify that the above information is true and correct. I understand that payment of this claim is payment in full. I further understand that any false claims made will constitute a violation that may result in prosecution."
- E. The provider agrees to accept the rate of payment as payment in full and shall not make demands on individual recipients of service, their family or guardian, for any additional compensation for these same services.

IV. PROVIDER'S UNDERSTANDING OF TERM OF FUNDING:

The Provider understands that this agreement is a one-time agreement, and acknowledges that it has been furnished no assurances that this agreement may be extended for periods beyond its termination date.

V. PROVIDER ASSURANCES: The Provider agrees to comply with the applicable assurances set forth on Addendum A attached hereto.

VI. CHANGES:

If either party wishes to change this agreement, such change shall be effective only when mutually agreed to and incorporated by written amendment to the agreement.

VII. AUTHORITY TO CONTRACT:

The Provider shall not have the authority to contract for or on behalf of or incur obligations on behalf of the CCSSB. However, the Provider may sub-contract with qualified providers of services, provided that any such subcontract must acknowledge the binding nature of this agreement, and incorporate this agreement, together with its attachments. The Provider agrees to be solely responsible for the performance of any subcontractor.

VIII. TERMINATION:

This contract may be terminated by mutual consent of both parties, or by either party upon 30 day's notice, in writing, and delivered by certified mail or in person.

The CCSSB may terminate this contract effective upon delivery of written notice to the Provider, or at such later date as may be established by the CCSSB, under any of the following conditions:

- A. If CCSSB 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 to accommodate a reduction in funds.
- B. If federal 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.
- C. If any license or certificate required by law or regulations to be held by the Provider to provide the services required by this contract is for any reason denied, revoked, or not renewed.
- D. If the Qualified Service Provider rate is increased by the State in July, discussions will occur which may result in modifications to accommodate for a potential increased rate.

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

The CCSSB by written notice of default, including breach of contract, to the Provider may terminate the whole or any part of this agreement:

- A. If the Provider fails to provide services provided under the terms of this contract within the time specified herein or any extension thereof; or
- B. If the Provider 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 the CCSSB, fails to correct such failures within 10 days or such longer period as the CCSSB may authorize.

The rights and remedies of the CCSSB provided in the above clause related to defaults, including breach of contract, by the Provider shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.



IX. ACCESS TO RECORDS:

The CCSSB, ND Department of Human Services, Office of Attorney General of the State of North Dakota, the Federal Government, and their duly authorized representatives, shall have access to the books, documents, paper and records of the Provider which are pertinent, as determined by the CCSSB, to this contract for the purpose of making audit, examination, excerpts, and transcripts.

X. RETENTION OF RECORDS:

The Provider agrees to retain financial program records for a minimum period of three (3) years from the submission date of the State Medicaid Agency's HCFA-372 report. For the purpose of this agreement the submission date is December 31 of each year. Further, if the Provider has received more than \$25,000 with directly or indirectly, from all Federal sources and is subject to the provisions of the Single Audit Act of 1984, Public Law 98-502, then the provider will notify the CCSSB and will provide a schedule showing the funding for each State and/or Federal program.

XI. CONFIDENTIALITY:

The Provider will not, except upon the written consent of the recipients or their responsible parent, guardian, or custodian, use or cause to be used any information concerning such individual for any purpose not directly connected with the CCSSB's or the Provider's responsibilities with respect to services purchased hereunder.

XII. ASSIGNMENT:

The Provider shall not assign this agreement.

XIII. APPLICABLE LAW:

This agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

XIV. CAPTIONS:

The captions or headings in this agreement are for convenience only and in no way defined, limit, or describe the scope or intent of any provisions of this agreement.

XV. EXECUTION AND COUNTERPARTS:

This agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one of the same instrument.

XVI. 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.

XVII. NOTICES:

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 in the preamble to this agreement or at a place designated hereafter in writing by the parties.

XVIII. SUCCESSORS IN INTEREST:

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.

XIX. INSURANCE AND LEGAL DEFENSE:

It is the parties' intent that they each should pay any attorney's fees and legal defense costs resulting from or arising out of this agreement in the same proportion that each party's liability for the acts of its own officers, employees or agents bears to the parties' combined liability, if any, or pay such fees and costs equally when a claim against both parties is resolved and neither party is found liable, to the greatest extent the fees and costs are covered by the County's liability coverage or self-retention fund. The parties further intend that they be represented by the same attorney whenever reasonably possible and ethically permitted. If a claim against is resolved by one party but continues against the other party, each party will pay for half the combined attorney's fees and legal defense costs incurred on or before the date, or the amount of such fees and costs covered by the County's liability coverage or self-retention fund, whichever is less. After that date, the remaining party will be responsible for its own attorney's fees and legal defense costs. The County shall provide such reimbursement in accordance with the Special Assistant Attorney General Billing policy within thirty (30) days after the total amount of reimbursement can be determined.

Provider shall secure and keep in force during the term of this Agreement, from a company or pool authorized to provide the coverage in this County, general liability and errors and omissions coverage with minimum liability limits of \$250,000 per person and at least \$500,000 per occurrence covering its officers, employees, and agents for any and all claims of any nature which may in any manner result from or arise out of this Agreement. Provider shall furnish a certificate of insurance or memorandum of coverage and any endorsements required under this agreement to the undersigned County representative prior to commencement of this agreement, and shall also provide at least thirty (30) days' notice before such coverage of endorsements are canceled or modified.

Provider shall also secure from its insurance company or government self-insurance pool a limited endorsement stating that the company or pool will provide a legal defense to the County, its officers, employees or agents, including attorney's fees, costs, disbursements, and other expenses associated with such defense under this agreement, for any and all claims of any nature brought by third parties against the County, its officers, employees or agents, including attorney's fees, costs, disbursements, and other expenses associated with such defense under this agreement, for any and all claims of any nature brought by third parties against the County, its

officers, employees or agents which in any manner result from or arise out of this agreement. Such legal defense is not required if the County refuses to waive a potential conflict of interest that can be waived under the North Dakota Rules of Professional conduct. Said endorsement shall also provide that any attorney representing the County, its officers, employees or agents under this clause, must first qualify and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under NDCC. Section 54-12-08 and agree to follow the Special Assistant Attorney General Billing Policy.

XX. SEVERABILITY:

The parties agree that any term of provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

XXI. WAIVER:

The failure of the CCSSB to enforce any provisions of this contract shall not constitute a waiver by the CCSSB of that or any other provision.

XXII. MERGER CLAUSE:

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Provider, by the signature below of its authorized representative, hereby acknowledges that the Provider has read this agreement, understands it and agrees to be bound by its terms and conditions.

XXIII. PROVIDER IS AN INDEPENDENT CONTRACTOR:

This agreement shall not be construed to represent an employer/employee relationship. The Provider agrees to be responsible for any federal or state taxes applicable to this payment. Provider will not be eligible for any benefits from these contract payments of federal social security, unemployment insurance, or workmen's compensation, except as a self-employed individual. Provider is an independent contractor.

XXIV. INDEMNITY:

The Provider shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement.

The Provider shall save and hold harmless the CCSSB, its officers, agents, employees, and members, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of the Provider or its agents or employees under this agreement. The obligation shall continue after the termination of this agreement.

XXV. INTEGRATION AND MODIFICATION:

This contract constitutes the entire agreement between the Provider and the CCSSB. No alteration, amendment or modification in the provisions of this agreement shall be effective unless it is reduced to writing, signed by the parties and attached hereto.

XXVI. COLLATERAL CONTRACTS:

Where there exists any inconsistency between this agreement and other provisions of collateral contractual agreements which are made a part of this agreement by reference or otherwise, the provisions of this agreement shall control.


XXVII. NON-DISCRIMINATION:

The CCSSB makes available all services and assistance without regard to race, color, national origin, religion, age, sex, or handicap, and is subject to Title VI of the Civil Rights Act of 1964. Section 504 of the Rehabilitation Act of 1975, as amended. Persons who contract with or receive funds to provide services for CCSSB are obligated to abide by the provisions of these federal laws. Questions concerning the contractor's or provider's obligations under these acts may be directed to the CCSSB's representative as set forth in the signature block of this agreement, at the address established in the agreement, or the Branch Chief, Officer for Civil Rights, Region VIII, Federal Office Building, 1961 Stout Street, Denver, CO 82094.

Community Living Services  
Provider

Cass County Social Services Board

\_\_\_\_\_  
By Date

  
By Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Provider's Federal ID Number

Addendum A

PROVIDER ASSURANCES

- A. All licensing or other standards required by Federal and State Law and regulations and by ordinance of the city and county in which he services purchased hereunder are provided will be complied with in full for the duration of this contract.
- B. No qualified person (s) shall be denied services purchased hereunder, or be subjected to discrimination, because of race, religion, color, national origin, sex, age, or handicap.
- C. The Provider will abide by the provisions of Title VII of the Civil Rights Act of 1964 (42 USC 2000C) which prohibits discrimination against any employee or applicant for employment because of race, religion, color, national origin, sex, age or handicap. In addition, the Provider agrees to abide by Executive Order No. 11246, as amended by Executive Order No. 11375, which prohibits discrimination because of sex.
- D. The Provider will comply with Section 504 of the Rehabilitation Act of 1973, as amended, and all requirements imposed by and pursuant to regulations promulgated thereunder to the end that no otherwise qualified handicapped individual shall, solely by reason of their handicap, be excluded from participation in, be denied benefits of or be subjected to discrimination under any program in the provision of services under this agreement.
- E. The Provider will not, except upon the written consent of the affected individual or their responsible parent, guardian or custodian, use or cause to be used, any information concerning such individual for any purpose not directly connected with the Board or the Provider's responsibilities with respect to services purchased hereunder.
- F. Unless otherwise authorized by federal law, the charges to be made by the Provider do not include costs financed by federal monies other than those generated by this agreement.
- G. The Provider shall not assign this agreement.
- H. Provider assures that the sources from which it purchases goods and services used for the provision of the services described in the agreement will conform to applicable provisions of Executive Order 11346, Equal Opportunity.
- I. The Provider assures they have met the Basic National Standards for Homemaker/Personal Care Aide Services listed as follows:

STRUCTURE:

- Standard I. There shall be legal authorization to operate the agency.
- Standard II. There shall be a duly constituted authority and a government structure for assuring responsibility and for requiring accountability for performance.
- Standard III. There shall be compliance with all legislation relating to prohibition of discriminatory practices.
- Standard IV. There shall be responsible fiscal management.

STAFFING:

- Standard V. There shall be responsible personnel management, including:
- A. Appropriate processes used in the recruitment, selection, retention, and termination of homemakers:
  - B. Written personnel policies, job descriptions, and a wage scale established for each job category.
- Standard VI. There shall be training provided to every homemaker-Personal Care aide for all services to be performed.

SERVICE:

- Standard VII. There shall be written eligibility criteria for service and procedures for referral to other resources.
- Standard VIII. There shall be two essential components of the service provided to every individual and/or family served:
- A. Service of a supervised homemaker-personal care aide;
  - B. Service of professional persons responsible for case management functions.

COMMUNITY:

- Standard IX. There shall be an active role assumed by the service in an ongoing assessment of community health and welfare needs and in planning to meet these needs.
- Standard X. There shall be ongoing interpretation of the service to the community.
- Standard XI. There shall be evaluation of all aspects of the service.

These standards were set by the National Home Caring Council, Copyright 1981.

- J. The provider assures that the homemaker has not been convicted of a criminal offense in the past five years and/or not currently on probation or parole.

Addendum B

<b>SERVICE MANUAL CHAPTER</b>	<b>DEFINITION</b>	<b>DEFINITION OF UNIT</b>	<b>MAXIMUM ALLOWABLE AUTHORIZATION</b>	<b>RATE NEGOTIATE D</b>
Homemaker *NDDHS Manual Chapter 625-05	The provision of non-personal (environmental support) tasks such as light housekeeping, laundry, meal planning and preparation that enables an individual to maintain as much independence and self-reliance as possible to continue living in their home.	Title XX \$6.59/15 min.	7 units/visit 26 visits/year	\$26.36/hr of direct client time

\*NDDHS – North Dakota Department of Human Services

SUBJECT: CONTRACTS

ADOPTED DATE: OCTOBER 2, 2000

PAGE 1 OF 1

All contracts which bind Cass County must contain the signature of the commission chairman. Prior to being placed on the commission agenda, the department head should forward the contract to the state's attorney for review.

A standardized form may be used when presenting contracts to the commission for approval as follows:

COMPANY REQUESTING CONTRACT: Fargo Cass Public Health

DATE OF REQUEST: 10/23/13 DATE OF EXPECTED RETURN  
TO THE COMMISSION OFFICE: \_\_\_\_\_

DEPARTMENT HEAD RECOMMENDING SIGNATURE: [Signature]

STATE'S ATTORNEY SIGNATURE: [Signature] 11/20/13

STATE'S ATTORNEY COMMENTS:  
APPROVED AS TO FORM. W/out COMMENTS.

CHAIRMAN TO SIGN ORIGINAL AGREEMENT

Contracts shall be on a calendar-year basis, whenever possible.

As a part of the consent agenda for each regular commission meeting, the subject of "Contracts" will be automatically included.

Therefore, departments may submit contracts for board approval up to the day of each commission meeting. Contract approval will be subject to state's attorney review within five days after being approved by the county commission.

HISTORICAL REFERENCE DATE: MAY 4, 1992



## PURCHASE OF SERVICE AGREEMENT

WHEREAS, the Cass County Social Service Board (CCSSB) has determined the services referred to in the paragraph below entitled "Scope of Service" should be purchased; and

WHEREAS, Fargo Cass Public Health  
401 3rd Avenue North  
Fargo, ND 58102

(Provider), proposes to provide those services;

NOW, THEREFORE, the CCSSB and the Provider enter into the following:

### AGREEMENT

#### I. TERM OF THE AGREEMENT:

The term of this agreement shall be from the 1st day of January 1, 2014 through the December 31, 2014.

#### II. SCOPE OF SERVICE:

The Provider agrees to render in-home services to eligible individuals (Recipients) in Cass County, North Dakota. The Provider understands and agrees that eligibility will be determined solely by CCSSB. The Provider agrees that the specific services to be provided recipients, the definitions of those services, and related manual chapters are those set forth in Addendum B. In rendering services the Provider agrees to abide by the provisions of the North Dakota Department of Human Services Manual Chapter Policies and Procedures.

The Provider understands and agrees that the CCSSB will inform the provider of the name of the Recipients of services under the terms of this Agreement. The Provider further agrees to designate an individual to negotiate with a similarly designated individual from the CCSSB for the specific services to be provided recipients, the number of units of service to be provided recipients, and the compensation for recipients as set forth in paragraph III herein.

#### III. COMPENSATION:

- A. Compensation under the terms of this agreement shall not exceed the maximum amount allowed for the service provided under the terms of this contract. The maximum amount allowed for the service is set forth in Addendum B.

- B. The Provider understands and agrees that:
1. Travel time will not be billed nor paid.
  2. The contracted rates are the maximum allowable and will cover all costs to provide a unit of service, as defined by this contract. CCSSB makes no guarantee of the number of hours that will be referred for service
  3. No release time or cancel time will be billed.
  4. Supervisory time, charting time, training, client reassessment, and all other activities relating to program management are built into the rate.
  5. The Provider shall submit a complete billing for a service period to the CCSSB within 5 working days following the close of each service period. Such billing must be submitted with required information stated in "D" below.
  6. Payment will not be made for unauthorized services rendered by the Provider, nor for claimed services which CCSSB determines by contract monitoring, have not been provided as authorized or have been provided in excess of authorizations.
  7. No supplemental billings will be accepted by the CCSSB without prior notification to CCSSB of the need and justification for such a billing and authorization by the CCSSB to submit. Payment for authorized supplemental billing will be made as part of the next regular claim cycle.
  8. CCSSB will make payments within statutory requirements.

C. The provider understands and agrees that Title XX/Cass County funded recipients will be screened by Cass County Social Services to determine eligibility. Both parties understand that units of service expended will be at the unit rate of \$6.59/unit. Compensation for Title XX/Cass County funded services cannot exceed \$20,000 during the 2014 calendar year.

D. The CCSSB agrees to reimburse the Provider at the negotiated rates per Form #1699 upon the Provider's billing to the County Social Service Board. The billing must include the recipient's name, units of service per recipient, per date, and compensation being claimed. With each billing, the Provider must attest to the following statement:

"I certify that the above information is true and correct. I understand that payment of this claim is payment in full. I further understand that any false claims made will constitute a violation that may result in prosecution."

E. The provider agrees to accept the rate of payment as payment in full and shall not make demands on individual recipients of service, their family or guardian, for any additional compensation for these same services.

#### IV. PROVIDER'S UNDERSTANDING OF TERM OF FUNDING:

The Provider understands that this agreement is a one-time agreement, and acknowledges that it has been furnished no assurances that this agreement may be extended for periods beyond its termination date.

V. PROVIDER ASSURANCES:

The Provider agrees to comply with the applicable assurances set forth on Addendum A attached hereto.

VI. CHANGES:

If either party wishes to change this agreement, such change shall be effective only when mutually agreed to and incorporated by written amendment to the agreement.

VII. AUTHORITY TO CONTRACT:

The Provider shall not have the authority to contract for or on behalf of or incur obligations on behalf of the CCSSB. However, the Provider may sub-contract with qualified providers of services, provided that any such subcontract must acknowledge the binding nature of this agreement, and incorporate this agreement, together with its attachments. The Provider agrees to be solely responsible for the performance of any subcontractor.

VIII. TERMINATION:

This contract may be terminated by mutual consent of both parties, or by either party upon 30 day's notice, in writing, and delivered by certified mail or in person.

The CCSSB may terminate this contract effective upon delivery of written notice to the Provider, or at such later date as may be established by the CCSSB, under any of the following conditions:

- A. If CCSSB 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 to accommodate a reduction in funds.
- B. If federal 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.
- C. If any license or certificate required by law or regulations to be held by the Provider to provide the services required by this contract is for any reason denied, revoked, or not renewed.
- D. If the Qualified Service Provider rate is increased by the State in July, discussions will occur which may result in modifications to accommodate for a potential increased rate.

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

The CCSSB by written notice of default, including breach of contract, to the Provider may terminate the whole or any part of this agreement:

- A. If the Provider fails to provide services provided under the terms of this contract within the time specified herein or any extension thereof; or

- B. If the Provider 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 the CCSSB, fails to correct such failures within 10 days or such longer period as the CCSSB may authorize.

The rights and remedies of the CCSSB provided in the above clause related to defaults, including breach of contract, by the Provider shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

IX. ACCESS TO RECORDS:

The CCSSB, ND Department of Human Services, Office of Attorney General of the State of North Dakota, the Federal Government, and their duly authorized representatives, shall have access to the books, documents, paper and records of the Provider which are pertinent, as determined by the CCSSB, to this contract for the purpose of making audit, examination, excerpts, and transcripts.

X. RETENTION OF RECORDS:

The Provider agrees to retain financial program records for a minimum period of three (3) years from the submission date of the State Medicaid Agency's HCFA-372 report. For the purpose of this agreement the submission date is December 31 of each year. Further, if the Provider has received more than \$25,000 with directly or indirectly, from all Federal sources and is subject to the provisions of the Single Audit Act of 1984, Public Law 98-502, then the provider will notify the CCSSB and will provide a schedule showing the funding for each State and/or Federal program.

XI. CONFIDENTIALITY:

The Provider will not, except upon the written consent of the recipients or their responsible parent, guardian, or custodian, use or cause to be used any information concerning such individual for any purpose not directly connected with the CCSSB's or the Provider's responsibilities with respect to services purchased hereunder.

XII. ASSIGNMENT:

The Provider shall not assign this agreement.

XIII. APPLICABLE LAW:

This agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

XIV. CAPTIONS:

The captions or headings in this agreement are for convenience only and in no way defined, limit, or describe the scope or intent of any provisions of this agreement.

XV. EXECUTION AND COUNTERPARTS:

This agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one of the same instrument.

XVI. 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.

XVII. NOTICES:

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 in the preamble to this agreement or at a place designated hereafter in writing by the parties.

XVIII. SUCCESSORS IN INTEREST:

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.

XIX. INSURANCE AND LEGAL DEFENSE:

It is the parties' intent that they each should pay any attorney's fees and legal defense costs resulting from or arising out of this agreement in the same proportion that each party's liability for the acts of its own officers, employees or agents bears to the parties' combined liability, if any, or pay such fees and costs equally when a claim against both parties is resolved and neither party is found liable, to the greatest extent the fees and costs are covered by the County's liability coverage or self-retention fund. The parties further intend that they be represented by the same attorney whenever reasonably possible and ethically permitted. If a claim against both parties is resolved and neither the County nor the Provider is found liable, the County shall reimburse the Provider or its company or pool for half the combined attorney's fees and legal defense costs of the County and Provider, or the amount of such fees and costs covered by the County's liability coverage or self-retention fund, whichever is less. If a claim against is resolved by one party but continues against the other party, each party will pay for half the combined attorney's fees and legal defense costs incurred on or before the date, or the amount of such fees and costs covered by the County's liability coverage or self-retention fund, whichever is less. After that date, the remaining party will be responsible for its own attorney's fees and legal defense costs. The County shall provide such reimbursement in accordance with the Special Assistant Attorney General Billing policy within thirty (30) days after the total amount of reimbursement can be determined.

Provider shall secure and keep in force during the term of this Agreement, from a company or pool authorized to provide the coverage in this County, general liability and errors and omissions coverage with minimum liability limits of \$250,000 per person and at least \$500,000 per occurrence covering its officers, employees, and agents for any and all claims of any nature which may in any manner result from or arise out of this Agreement. Provider shall furnish a certificate of insurance or memorandum of coverage and any endorsements required under this agreement to the undersigned County representative prior to commencement of this agreement, and shall also provide at least thirty (30) days' notice before such coverage of endorsements are canceled or modified.

Provider shall also secure from its insurance company or government self-insurance pool a limited endorsement stating that the company or pool will provide a legal defense to the County,

its officers, employees or agents, including attorney's fees, costs, disbursements, and other expenses associated with such defense under this agreement, for any and all claims of any nature brought by third parties against the County, its officers, employees or agents, including attorney's fees, costs, disbursements, and other expenses associated with such defense under this agreement, for any and all claims of any nature brought by third parties against the County, its officers, employees or agents which in any manner result from or arise out of this agreement. Such legal defense is not required if the County refuses to waive a potential conflict of interest that can be waived under the North Dakota Rules of Professional conduct. Said endorsement shall also provide that any attorney representing the County, its officers, employees or agents under this clause must first qualify and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under NDCC. Section 54-12-08 and agree to follow the Special Assistant Attorney General Billing Policy.

XX. SEVERABILITY:

The parties agree that any term of provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

XXI. WAIVER:

The failure of the CCSSB to enforce any provisions of this contract shall not constitute a waiver by the CCSSB of that or any other provision.

XXII. MERGER CLAUSE:

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Provider, by the signature below of its authorized representative, hereby acknowledges that the Provider has read this agreement, understands it and agrees to be bound by its terms and conditions.

XXIII. PROVIDER IS AN INDEPENDENT CONTRACTOR:

This agreement shall not be construed to represent an employer/employee relationship. The Provider agrees to be responsible for any federal or state taxes applicable to this payment. Provider will not be eligible for any benefits from these contract payments of federal social security, unemployment insurance, or workmen's compensation, except as a self-employed individual. Provider is an independent contractor.

XXIV. INDEMNITY:

The Provider shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement.

The Provider shall save and hold harmless the CCSSB, its officers, agents, employees, and members, from all claims, suits, or actions of whatsoever nature resulting from or arising out of

the activities of the Provider or its agents or employees under this agreement. The obligation shall continue after the termination of this agreement. The obligation shall continue after the termination of this agreement.

XXV. INTEGRATION AND MODIFICATION:

This contract constitutes the entire agreement between the Provider and the CCSSB. No alteration, amendment or modification in the provisions of this agreement shall be effective unless it is reduced to writing, signed by the parties and attached hereto.

XXVI. COLLATERAL CONTRACTS:

Where there exists any inconsistency between this agreement and other provisions of collateral contractual agreements which are made a part of this agreement by reference or otherwise, the provisions of this agreement shall control.

XXVII. NON-DISCRIMINATION:

The CCSSB makes available all services and assistance without regard to race, color, national origin, religion, age, sex, or handicap, and is subject to Title VI of the Civil Rights Act of 1964. Section 504 of the Rehabilitation Act of 1975 as amended. Persons who contract with or receive funds to provide services for CCSSB are obligated to abide by the provisions of these federal laws. Questions concerning the contractor's or provider's obligations under these acts may be directed to the CCSSB's representative as set forth in the signature block of this agreement, at the address established in the agreement, or the Branch Chief, Officer for Civil Rights, Region VIII, Federal Office Building, 1961 Stout Street, Denver, CO 82094.

Fargo Cass Public Health  
Provider

456002069  
Provider's Federal ID Number

\_\_\_\_\_  
By Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
By Date

\_\_\_\_\_  
Title

Cass County Social Service Board  
Date

*Wanda Kerling*  
By Date

\_\_\_\_\_  
Title

PROVIDER ASSURANCES

- A. All licensing or other standards required by Federal and State Law and regulations and by ordinance of the city and county in which he services purchased hereunder are provided will be complied with in full for the duration of this contract.
- B. No qualified person (s) shall be denied services purchased hereunder, or be subjected to discrimination, because of race, religion, color, national origin, sex, age, or handicap.
- C. The Provider will abide by the provisions of Title VII of the Civil Rights Act of 1964 (42 USC 2000C) which prohibits discrimination against any employee or applicant for employment because of race, religion, color, national origin, sex, age or handicap. In addition, the Provider agrees to abide by Executive Order No. 11246, as amended by Executive Order No. 11375, which prohibits discrimination because of sex.
- D. The Provider will comply with Section 504 of the Rehabilitation Act of 1973, as amended, and all requirements imposed by and pursuant to regulations promulgated thereunder to the end that no otherwise qualified handicapped individual shall, solely by reason of their handicap, be excluded from participation in, be denied benefits of or be subjected to discrimination under any program in the provision of services under this agreement.
- E. The Provider will not, except upon the written consent of the affected individual or their responsible parent, guardian or custodian, use or cause to be used, any information concerning such individual for any purpose not directly connected with the Board or the Provider's responsibilities with respect to services purchased hereunder.
- F. Unless otherwise authorized by federal law, the charges to be made by the Provider do not include costs financed by federal monies other than those generated by this agreement.
- G. The Provider shall not assign this agreement.
- H. Provider assures that the sources from which it purchases goods and services used for the provision of the services described in the agreement will conform to applicable provisions of Executive Order 11346, Equal Opportunity.
- I. The Provider assures they have met the Basic National Standards for Homemaker/Personal Care Aide Services listed as follows:

STRUCTURE:

- Standard I. There shall be legal authorization to operate the agency.
- Standard II. There shall be a duly constituted authority and a government structure for assuring responsibility and for requiring accountability for performance.
- Standard III. There shall be compliance with all legislation relating to prohibition of discriminatory practices.
- Standard IV. There shall be responsible fiscal management.



STAFFING:

- Standard V. There shall be responsible personnel management, including:
- A. Appropriate processes used in the recruitment, selection, retention, and termination of homemaker-Personal Care aides:
  - B. Written personnel policies, job descriptions, and a wage scale established for each job category.
- Standard VI. There shall be training provided to every homemaker-Personal Care aide for all services to be performed.

SERVICE:

- Standard VII. There shall be written eligibility criteria for service and procedures for referral to other resources.
- Standard VIII. There shall be two essential components of the service provided to every individual and/or family served:
- A. Service of a supervised homemaker-personal care aide;
  - B. Service of professional persons responsible for case management functions.

COMMUNITY:

- Standard IX. There shall be an active role assumed by the service in an ongoing assessment of community health and welfare needs and in planning to meet these needs.
- Standard X. There shall be ongoing interpretation of the service to the community.
- Standard XI. There shall be evaluation of all aspects of the service.

These standards were set by the National Home Caring Council, Copyright 1981.

- J. The provider assures that the Personal Care Aide has not been convicted of a criminal offense in the past five years and/or not currently on probation or parole.

Addendum B

<b>SERVICE AND MANUAL CHAPTER</b>	<b>DEFINITION</b>	<b>DEFINITION OF UNIT</b>	<b>MAXIMUM ALLOWABLE AUTHORIZATION</b>	<b>RATE NEGOTIATED</b>
Homemaker *NDDHS Manual Chapter 625-05	The intermittent or occasional provision of personal support care tasks/activities that enables an individual to maintain as much independent and self-reliance as possible to continue living in their home.	Title XX \$6.59/15 min.	7 units/visit 26 visits/year	\$26.36/hr of direct client time

<b>SERVICE MANUAL CHAPTER</b>	<b>DEFINITION</b>	<b>DEFINITION OF UNIT</b>	<b>MAXIMUM ALLOWABLE AUTHORIZATION</b>	<b>RATE NEGOTIATED</b>
Personal Care Aide *NDDHS Manual Chapter 625-10	The provision of non-personal (environmental support) tasks such as light housekeeping, laundry, meal planning and preparation that enables an individual to maintain as much independence and self-reliance as possible to continue living in their home.	Title XX \$6.59/15 min.	\$20,000/year	\$26.36/hr of direct client time

SUBJECT: CONTRACTS

ADOPTED DATE: OCTOBER 2, 2000

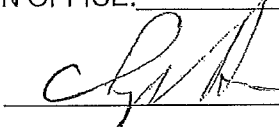
PAGE 1 OF 1

All contracts which bind Cass County must contain the signature of the commission chairman. Prior to being placed on the commission agenda, the department head should forward the contract to the state's attorney for review.

A standardized form may be used when presenting contracts to the commission for approval as follows:

COMPANY REQUESTING CONTRACT: Sanford Medical Center

DATE OF REQUEST: 10/23/13 DATE OF EXPECTED RETURN  
TO THE COMMISSION OFFICE: \_\_\_\_\_

DEPARTMENT HEAD RECOMMENDING SIGNATURE: 

STATE'S ATTORNEY SIGNATURE:  11/20/13

STATE'S ATTORNEY COMMENTS:  
SEE ENCLOSED COMMENTS. OTHERWISE  
APPROVED AS TO FORM.

CHAIRMAN TO SIGN ORIGINAL AGREEMENT

Contracts shall be on a calendar-year basis, whenever possible.

As a part of the consent agenda for each regular commission meeting, the subject of "Contracts" will be automatically included.

Therefore, departments may submit contracts for board approval up to the day of each commission meeting. Contract approval will be subject to state's attorney review within five days after being approved by the county commission.

HISTORICAL REFERENCE DATE: MAY 4, 1992

## PURCHASE OF SERVICE AGREEMENT

WHEREAS, the Cass County Social Service Board (CCSSB) 1010 2<sup>nd</sup> Ave. So., Fargo, ND 58103 has determined the services referred to in the paragraph entitled "Scope of Service" should be purchased; and

WHEREAS, Sanford Medical Center  
dba Sanford Home Care  
1711 South University Drive  
Fargo, ND 58103

(Provider), proposes to provide those services;

NOW, THEREFORE, the CCSSB and Provider enter into the following:

### AGREEMENT

#### I. TERM OF THE AGREEMENT:

The term of this agreement shall be from the January 1, 2014 through December 31, 2014.

#### II. SCOPE OF SERVICE:

The Provider agrees to render in-home services to eligible individuals (Recipients) in Cass County, North Dakota. The Provider understands and agrees that eligibility will be determined solely by CCSSB. The Provider agrees that the specific services to be provided recipients, the definitions of those services, and related manual chapters are those set forth in Addendum B. In rendering services the Provider agrees to abide by the provisions of the North Dakota Department of Human Services Manual Chapter Policies and Procedures.

The Provider understands and agrees that the CCSSB will inform the provider of the name of the Recipients of services under the terms of this Agreement. The Provider further agrees to designate an individual to negotiate with a similarly designated individual from the CCSSB for the specific services to be provided recipients, the number of units of service to be provided recipients, and the compensation for recipients as set forth in paragraph III herein.

#### III. COMPENSATION:

- A. Compensation under the terms of this agreement shall not exceed the maximum amount allowed for the service provided under the terms of this contract. The maximum amount allowed for the service is set forth in Addendum B.
- B. The Provider understands and agrees that:
  - 1. Travel time will not be billed nor paid.
  - 2. The contracted rates are the maximum allowable and will cover all costs to provide a unit of service, as defined by this contract. CCSSB makes no guarantee of the number of hours that will be referred for service.
  - 3. No release time or cancel time will be billed.
  - 4. Supervisory time, charting time, training, client reassessment, and all other activities relating to program management are built into the rate.

5. The Provider shall submit a complete billing for a service period to the CCSSB within five (5) working days following the close of each service period. Such billing must be submitted with required information stated in "D" below.
  6. Payment will not be made for unauthorized services rendered by the Provider, nor for claimed services which CCSSB determines by contract monitoring, have not been provided as authorized or have been provided in excess of authorizations.
  7. No supplemental billings will be accepted by the CCSSB without prior notification to CCSSB of the need and justification for such a billing and authorization by the CCSSB to submit. Payment for authorized supplemental billing will be made as part of the next regular claim cycle.
  8. CCSSB will make payments within statutory requirements.
- C. The provider understands and agrees that Title XX/Cass County funded recipients will be screened by Cass County Social Services to determine eligibility. Both parties understand that units of service expended will be at the unit rate of \$5.00/unit for the period of January 1, 2014 through December 31, 2014.
- D. The CCSSB agrees to reimburse the Provider at the negotiated rates per Form #1699 upon the Provider's billing to the County Social Service Board. The billing must include the recipient's name, units of service per recipient, per date, and compensation being claimed. With each billing, the Provider must attest to the following statement:
- "I certify that the above information is true and correct. I understand that payment of this claim is payment in full. I further understand that any false claims made will constitute a violation that may result in prosecution."
- E. The provider agrees to accept the rate of payment as payment in full and shall not make demands on individual recipients of service, their family or guardian, for any additional compensation for these same services.

IV. PROVIDER'S UNDERSTANDING OF TERM OF FUNDING:

The Provider understands that this agreement is a one-time agreement, and acknowledges that it has been furnished no assurances that this agreement may be extended for periods beyond its termination date.

V. PROVIDER ASSURANCES:

The Provider agrees to comply with the applicable assurances set forth on Addendum A attached hereto.

VI. CHANGES:

If either party wishes to change this agreement, such change shall be effective only when mutually agreed to and incorporated by written amendment to the agreement.

VII. AUTHORITY TO CONTRACT:

The Provider shall not have the authority to contract for or on behalf of or incur obligations on behalf of the CCSSB. However, the Provider may sub-contract with qualified providers of services, provided that any such subcontract must acknowledge the binding nature of this agreement, and incorporate this agreement, together with its attachments. The Provider agrees to be solely responsible for the performance of any subcontractor.

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This contract may be terminated by mutual consent of both parties, or by either party upon 30 day's notice, in writing, and delivered by certified mail or in person.

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- A. If CCSSB 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 to accommodate a reduction in funds.
- B. If federal 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.
- C. If any license or certificate required by law or regulations to be held by the Provider to provide the services required by this contract is for any reason denied, revoked, or not renewed.
- D. If the Qualified Service Provider rate is increased by the State in July, discussions will occur which may result in modifications to accommodate for a potential increased rate.

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The CCSSB by written notice of default, including breach of contract, to the Provider may terminate the whole or any part of this agreement:

- A. If the Provider fails to provide services provided under the terms of this contract within the time specified herein or any extension thereof; or
- B. If the Provider 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 the CCSSB, fails to correct such failures within 10 days or such longer period as the CCSSB may authorize.

The rights and remedies of the CCSSB provided in the above clause related to defaults, including breach of contract, by the Provider shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

IX. ACCESS TO RECORDS:

The CCSSB, ND Department of Human Services, Office of Attorney General of the State of North Dakota, the Federal Government, and their duly authorized representatives, shall have access to the books, documents, paper and records of the Provider which are pertinent, as determined by the CCSSB, to this contract for the purpose of making audit, examination, excerpts, and transcripts.

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The Provider agrees to retain financial program records for a minimum period of three (3) years from the submission date of the State Medicaid Agency's HCFA-372 report. For the purpose of this agreement the submission date is December 31 of each year. Further, if the Provider has received more than \$25,000 with directly or indirectly, from all Federal sources and is subject to the provisions of the Single Audit Act of 1984, Public Law 98-502, then the provider will notify the CCSSB and will provide a schedule showing the funding for each State and/or Federal program.

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The Provider will not, except upon the written consent of the recipients or their responsible parent, guardian, or custodian, use or cause to be used any information concerning such individual for any purpose not directly connected with the CCSSB's or the Provider's responsibilities with respect to services purchased hereunder.

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The Provider shall not assign this agreement.

XIII. APPLICABLE LAW:

This agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

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The captions or headings in this agreement are for convenience only and in no way defined, limit, or describe the scope or intent of any provisions of this agreement.

XV. EXECUTION AND COUNTERPARTS:

This agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one of the same instrument.

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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.

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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 in the preamble to this agreement or at a place designated hereafter in writing by the parties.

XVIII. SUCCESSORS IN INTEREST:

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.

XIX. INSURANCE AND LEGAL DEFENSE:

Provider shall provide insurance coverage for the service provided by Provider under this Agreement, secure and keep in force during the term of this agreement from insurance companies, self-insurance pools, captive insurance programs, insurance trust or self-retention funds, the following insurance coverages:

- 1) Commercial general liability, including premises or operations, contractual and products or completed operations coverage (if applicable), with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 3) Workers compensation coverage meeting all statutory requirements. The policy shall provide coverage for all states operation that apply to the performance of this contract.
- 4) Professional errors and omissions with minimum liability limits of \$1,000,000 per occurrence and in the aggregate. Upon termination of coverage, Provider shall assure continued coverage of claims that may arise from Provider's services provided under this agreement through purchase of "tail coverage" or continuation of coverage through any replacement or renewal policy.

The insurance coverages listed above must meet the following additional requirements:

- 1) Any deductible or self-insured retention amount or similar obligation under the policies shall be the sole responsibility of Provider.
- 2) The County and its agencies, officers and employees shall be endorsed on the commercial general liability policy as additional insured.
- 3) The insurance required in this agreement, through a policy or endorsement, shall include:
  - a) a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the County;
  - b) a provision that the policy and endorsements may not be canceled without thirty (30) days' prior written notice to the County;
  - c) provision that Provider's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the County and that any insurance, self-insurance or self-retention maintained by the County shall be excess of Provider's insurance and shall not contribute with it; and



- d) cross liability/severability of interest coverage for all policies and endorsements.
- 4) Provider shall furnish a certificate of insurance to the County representative prior to commencement of this agreement.
- 5) Failure to provide insurance as required in this section is a material breach of contract entitling County to terminate this agreement immediately.

XX. SEVERABILITY:

The parties agree that any term of provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

XXI. WAIVER:

The failure of the CCSSB to enforce any provisions of this contract shall not constitute a waiver by the CCSSB of that or any other provision.

XXII. MERGER CLAUSE:

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Provider, by the signature below of its authorized representative, hereby acknowledges that the Provider has read this agreement, understands it and agrees to be bound by its terms and conditions.

XXIII. PROVIDER IS AN INDEPENDENT CONTRACTOR:

This agreement shall not be construed to represent an employer/employee relationship. The Provider agrees to be responsible for any federal or state taxes applicable to this payment. Provider will not be eligible for any benefits from these contract payments of federal Social Security, unemployment insurance, or workmen's compensation; except as a self-employed individual. Provider is an independent contractor.

XXIV. INDEMNITY:

Provider agrees to defend, indemnify and hold harmless Cass County, its agencies, officers and employees (County), from claims resulting from the errors, acts, negligence, or omissions of Provider or its employees and agents, including all costs, expenses and attorneys' fees, in connection with the services provided by Provider under this Agreement. The legal defense provided by Provider to the County under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the County is necessary. Provider also agrees to defend, indemnify, and hold the County harmless for all costs, expenses and attorneys' fees incurred in establishing and litigating the indemnification coverage provided herein. The obligation shall continue after the termination of this agreement.

XXV. INTEGRATION AND MODIFICATION:

This contract constitutes the entire agreement between the Provider and the CCSSB. No alteration, amendment or modification in the provisions of this agreement shall be effective unless it is reduced to writing, signed by the parties and attached hereto.

XXVI. COLLATERAL CONTRACTS:

Where there exists any inconsistency between this agreement and other provisions of collateral contractual agreements which are made a part of this agreement by reference or otherwise, the provisions of this agreement shall control.

XXVII. NON-DISCRIMINATION:

The CCSSB makes available all services and assistance without regard to race, color, national origin, religion, age, sex, or handicap, and is subject to Title VI of the Civil Rights Act of 1964. Section 504 of the Rehabilitation Act of 1975 as amended. Persons who contract with or receive funds to provide services for CCSSB are obligated to abide by the provisions of these federal laws. Questions concerning the contractor's or provider's obligations under these acts may be directed to the CCSSB's representative as set forth in the signature block of this agreement, at the address established in the agreement, or the Branch Chief, Officer for Civil Rights, Region VIII, Federal Office Building, 1961 Stout Street, Denver, CO 82094.

Sanford Home Care  
Provider

Cass County Social Service Board

\_\_\_\_\_  
By Date

  
By Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Provider's Federal ID Number

Addendum A

PROVIDER ASSURANCES

- A. All licensing or other standards required by Federal and State Law and regulations and by ordinance of the city and county in which he services purchased hereunder are provided will be complied with in full for the duration of this contract.
- B. No qualified person (s) shall be denied services purchased hereunder, or be subjected to discrimination, because of race, religion, color, national origin, sex, age, or handicap.
- C. The Provider will abide by the provisions of Title VII of the Civil Rights Act of 1964 (42 USC 2000C) which prohibits discrimination against any employee or applicant for employment because of race, religion, color, national origin, sex, age or handicap. In addition, the Provider agrees to abide by Executive Order No. 11246, as amended by Executive Order No. 11375, which prohibits discrimination because of sex.
- D. The Provider will comply with Section 504 of the Rehabilitation Act of 1973, as amended, and all requirements imposed by and pursuant to regulations promulgated thereunder to the end that no otherwise qualified handicapped individual shall, solely by reason of their handicap, be excluded from participation in, be denied benefits of or be subjected to discrimination under any program in the provision of services under this agreement.
- E. The Provider will not, except upon the written consent of the affected individual or their responsible parent, guardian or custodian, use or cause to be used, any information concerning such individual for any purpose not directly connected with the Board or the Provider's responsibilities with respect to services purchased hereunder.
- F. Unless otherwise authorized by federal law, the charges to be made by the Provider do not include costs financed by federal monies other than those generated by this agreement.
- G. The Provider shall not assign this agreement.
- H. Provider assures that the sources from which it purchases goods and services used for the provision of the services described in the agreement will conform to applicable provisions of Executive Order 11346, Equal Opportunity.
- I. The Provider assures they have met the Basic National Standards for Homemaker/Personal Care Aide Services listed as follows:

STRUCTURE:

- Standard I. There shall be legal authorization to operate the agency.
- Standard II. There shall be a duly constituted authority and a government structure for assuring responsibility and for requiring accountability for performance.
- Standard III. There shall be compliance with all legislation relating to prohibition of discriminatory practices.
- Standard IV. There shall be responsible fiscal management.

STAFFING:

- Standard V. There shall be responsible personnel management, including:
  - A. Appropriate processes used in the recruitment, selection, retention, and termination of homemakers:

- B. Written personnel policies, job descriptions, and a wage scale established for each job category.
- Standard VI. There shall be training provided to every homemaker-Personal Care aide for all services to be performed.

SERVICE:

- Standard VII. There shall be written eligibility criteria for service and procedures for referral to other resources.
- Standard VIII. There shall be two essential components of the service provided to every individual and/or family served:
- A. Service of a supervised homemaker-personal care aide;
  - B. Service of professional persons responsible for case management functions.

COMMUNITY:

- Standard IX. There shall be an active role assumed by the service in an ongoing assessment of community health and welfare needs and in planning to meet these needs.
- Standard X. There shall be ongoing interpretation of the service to the community.
- Standard XI. There shall be evaluation of all aspects of the service.

These standards were set by the National Home Caring Council, Copyright 1981.

- J. The provider assures that the homemaker has not been convicted of a criminal offense in the past five years and/or not currently on probation or parole.

Addendum B

<b>SERVICE MANUAL CHAPTER</b>	<b>DEFINITION</b>	<b>DEFINITION OF UNIT</b>	<b>MAXIMUM ALLOWABLE AUTHORIZATION</b>	<b>RATE NEGOTIATED</b>
Homemaker *NDDHS Manual Chapter 625-05	The provision of non-personal (environmental support) tasks such as light housekeeping, laundry, meal planning and preparation that enables an individual to maintain as much independence and self-reliance as possible to continue living in their home.	Title XX \$5.00/15 min.	7 units/visit 26 visits/year	\$20.00/hr of direct client time

\*NDDHS – North Dakota Department of Human Services

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SUBJECT: CONTRACTS

ADOPTED DATE: OCTOBER 2, 2000

PAGE 1 OF 1

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All contracts which bind Cass County must contain the signature of the commission chairman. Prior to being placed on the commission agenda, the department head should forward the contract to the state's attorney for review.

A standardized form may be used when presenting contracts to the commission for approval as follows:

COMPANY REQUESTING CONTRACT: Spectrum Home Care Fargo

DATE OF REQUEST: 10/23/13 DATE OF EXPECTED RETURN  
TO THE COMMISSION OFFICE: \_\_\_\_\_

DEPARTMENT HEAD RECOMMENDING SIGNATURE: 

STATE'S ATTORNEY SIGNATURE:  11/20/13

STATE'S ATTORNEY COMMENTS:  
See enclosed comments. Otherwise  
Approved As To Form.

---

CHAIRMAN TO SIGN ORIGINAL AGREEMENT

Contracts shall be on a calendar-year basis, whenever possible.

As a part of the consent agenda for each regular commission meeting, the subject of "Contracts" will be automatically included.

Therefore, departments may submit contracts for board approval up to the day of each commission meeting. Contract approval will be subject to state's attorney review within five days after being approved by the county commission.

HISTORICAL REFERENCE DATE: MAY 4, 1992

## PURCHASE OF SERVICE AGREEMENT

WHEREAS, the Cass County Social Service Board (CCSSB) 1010 2<sup>nd</sup> Ave. So., Fargo, ND 58103 has determined the services referred to in the paragraph entitled "Scope of Service" should be purchased; and

WHEREAS, Spectrum Home Care Fargo  
2108 South University Drive  
Fargo, ND 58103

(Provider), proposes to provide those services;

NOW, THEREFORE, the CCSSB and Spectrum Home Care Fargo enter into the following:

### AGREEMENT

#### I. TERM OF THE AGREEMENT:

The term of this agreement shall be from the 1st day January 2014 through December 31, 2014.

#### II. SCOPE OF SERVICE:

The Provider agrees to render in-home services to eligible individuals (Recipients) in Cass County, North Dakota. The Provider understands and agrees that eligibility will be determined solely by CCSSB. The Provider agrees that the specific services to be provided recipients, the definitions of those services, and related manual chapters are those set forth in Addendum B. In rendering services the Provider agrees to abide by the provisions of the North Dakota Department of Human Services Manual Chapter Policies and Procedures.

The Provider understands and agrees that the CCSSB will inform the provider of the name of the Recipients of services under the terms of this Agreement. The Provider further agrees to designate an individual to negotiate with a similarly designated individual from the CCSSB for the specific services to be provided recipients, the number of units of service to be provided recipients, and the compensation for recipients as set forth in paragraph III herein.

#### III. COMPENSATION:

- A. Compensation under the terms of this agreement shall not exceed the maximum amount allowed for the service provided under the terms of this contract. The maximum amount allowed for the service is set forth in Addendum B.
- B. The Provider understands and agrees that:
  1. Travel time will not be billed nor paid.
  2. The contracted rates are the maximum allowable and will cover all costs to provide a unit of service, as defined by this contract. CCSSB makes no guarantee of the number of hours that will be referred for service.
  3. No release time or cancel time will be billed.

4. Supervisory time, charting time, training, client reassessment, and all other activities relating to program management are built into the rate.
5. The Provider shall submit a complete billing for a service period to the CCSSB within 5 working days following the close of each service period. Such billing must be submitted with required information stated in "D" below.
6. Payment will not be made for unauthorized services rendered by the Provider, nor for claimed services which CCSSB determines by contract monitoring, have not been provided as authorized or have been provided in excess of authorizations.
7. No supplemental billings will be accepted by the CCSSB without prior notification to CCSSB of the need and justification for such a billing and authorization by the CCSSB to submit. Payment for authorized supplemental billing will be made as part of the next regular claim cycle.
8. CCSSB will make payments within statutory requirements.

C. The provider understands and agrees that Title XX/Cass County funded recipients will be screened by Cass County Social Services to determine eligibility. Both parties understand that units of service expended will be at the unit rate of \$6.59/unit.

D. The CCSSB agrees to reimburse the Provider at the negotiated rates per Form #1699 upon the Provider's billing to the County Social Service Board. The billing must include the recipient's name, units of service per recipient, per date, and compensation being claimed. With each billing, the Provider must attest to the following statement:

"I certify that the above information is true and correct. I understand that payment of this claim is payment in full. I further understand that any false claims made will constitute a violation that may result in prosecution."

E. The provider agrees to accept the rate of payment as payment in full and shall not make demands on individual recipients of service, their family or guardian, for any additional compensation for these same services.

#### IV. PROVIDER'S UNDERSTANDING OF TERM OF FUNDING:

The Provider understands that this agreement is a one-time agreement, and acknowledges that it has been furnished no assurances that this agreement may be extended for periods beyond its termination date.

#### V. PROVIDER ASSURANCES:

The Provider agrees to comply with the applicable assurances set forth on Addendum A attached hereto.

#### VI. CHANGES:

If either party wishes to change this agreement, such change shall be effective only when mutually agreed to and incorporated by written amendment to the agreement.



VII. AUTHORITY TO CONTRACT:

The Provider shall not have the authority to contract for or on behalf of or incur obligations on behalf of the CCSSB. However, the Provider may sub-contract with qualified providers of services, provided that any such subcontract must acknowledge the binding nature of this agreement, and incorporate this agreement, together with its attachments. The Provider agrees to be solely responsible for the performance of any subcontractor.

VIII. TERMINATION:

This contract may be terminated by mutual consent of both parties, or by either party upon 30 day's notice, in writing, and delivered by certified mail or in person.

The CCSSB may terminate this contract effective upon delivery of written notice to the Provider, or at such later date as may be established by the CCSSB, under any of the following conditions:

- A. If CCSSB 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 to accommodate a reduction in funds.
- B. If federal 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.
- C. If any license or certificate required by law or regulations to be held by the Provider to provide the services required by this contract is for any reason denied, revoked, or not renewed.
- D. If the Qualified Service Provider rate is increased by the State in July, discussions will occur which may result in modifications to accommodate for a potential increased rate.

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

The CCSSB by written notice of default, including breach of contract, to the Provider may terminate the whole or any part of this agreement:

- A. If the Provider fails to provide services provided under the terms of this contract within the time specified herein or any extension thereof; or
- B. If the Provider 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 the CCSSB, fails to correct such failures within 10 days or such longer period as the CCSSB may authorize.

The rights and remedies of the CCSSB provided in the above clause related to defaults, including breach of contract, by the Provider shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

IX. ACCESS TO RECORDS:

The CCSSB, ND Department of Human Services, Office of Attorney General of the State of North Dakota, the Federal Government, and their duly authorized representatives, shall have access to the books, documents, paper and records of the Provider which are pertinent, as determined by the CCSSB, to this contract for the purpose of making audit, examination, excerpts, and transcripts.

X. RETENTION OF RECORDS:

The Provider agrees to retain financial program records for a minimum period of three (3) years from the submission date of the State Medicaid Agency's HCFA-372 report. For the purpose of this agreement the submission date is December 31 of each year. Further, if the Provider has received more than \$25,000 directly or indirectly, from all Federal sources and is subject to the provisions of the Single Audit Act of 1984, Public Law 98-502, then the provider will notify the CCSSB and will provide a schedule showing the funding for each State and/or Federal program.

XI. CONFIDENTIALITY:

The Provider will not, except upon the written consent of the recipients or their responsible parent, guardian, or custodian, use or cause to be used any information concerning such individual for any purpose not directly connected with the CCSSB's or the Provider's responsibilities with respect to services purchased hereunder.

XII. ASSIGNMENT:

The Provider shall not assign this agreement.

XIII. APPLICABLE LAW:

This agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

XIV. CAPTIONS:

The captions or headings in this agreement are for convenience only and in no way defined, limit, or describe the scope or intent of any provisions of this agreement.

XV. EXECUTION AND COUNTERPARTS:

This agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one of the same instrument.

XVI. 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.

XVII. NOTICES:

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 in the preamble to this agreement or at a place designated hereafter in writing by the parties.

XVIII. SUCCESSORS IN INTEREST:

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.

XIX. INSURANCE AND LEGAL DEFENSE

It is the parties' intent that they each should pay any attorney's fees and legal defense costs resulting from or arising out of this agreement in the same proportion that each party's liability for the acts of its own officers, employees or agents bears to the parties' combined liability, if any, or pay such fees and costs equally when a claim against both parties is resolved and neither party is found liable, to the greatest extent the fees and costs are covered by the County's liability coverage or self-retention fund. The parties further intend that they be represented by the same attorney whenever reasonably possible and ethically permitted. If a claim against is resolved by one party but continues against the other party, each party will pay for half the combined attorney's fees and legal defense costs incurred on or before the date, or the amount of such fees and costs covered by the County's liability coverage or self-retention fund, whichever is less. After that date, the remaining party will be responsible for its own attorney's fees and legal defense costs. The County shall provide such reimbursement in accordance with the Special Assistant Attorney General Billing policy within thirty (30) days after the total amount of reimbursement can be determined.

Provider shall secure and keep in force during the term of this Agreement, from a company or pool authorized to provide the coverage in this County, general liability and errors and omissions coverage with minimum liability limits of \$250,000 per person and at least \$500,000 per occurrence covering its officers, employees, and agents for any and all claims of any nature which may in any manner result from or arise out of this Agreement. Provider shall furnish a certificate of insurance or memorandum of coverage and any endorsements required under this agreement to the undersigned County representative prior to commencement of this agreement, and shall also provide at least thirty (30) days' notice before such coverage of endorsements are canceled or modified.

Provider shall also secure from its insurance company or government self-insurance pool a limited endorsement stating that the company or pool will provide a legal defense to the County, its officers, employees or agents, including attorney's fees, costs, disbursements, and other expenses associated with such defense under this agreement, for any and all claims of any nature brought by third parties against the County, its officers, employees or agents, including attorney's fees, costs, disbursements, and other expenses associated with such defense under this agreement, for any and all claims of any nature brought by third parties against the County, its officers, employees or agents which in any manner result from or arise out of this agreement. Such legal defense is not required if the County refuses to waive a potential conflict of interest that can be waived under the North Dakota Rules of Professional conduct. Said endorsement shall also provide that any attorney representing the County, its officers, employees or agents under this clause must first qualify and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under NDCC. Section 54-12-08 and agree to follow the Special Assistant Attorney General Billing Policy.

XX. SEVERABILITY:

The parties agree that any term of provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

XXI. WAIVER:

The failure of the CCSSB to enforce any provisions of this contract shall not constitute a waiver by the CCSSB of that or any other provision.

XXII. MERGER CLAUSE:

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Provider, by the signature below of its authorized representative, hereby acknowledges that the Provider has read this agreement, understands it and agrees to be bound by its terms and conditions.

XXIII. PROVIDER IS AN INDEPENDENT CONTRACTOR:

This agreement shall not be construed to represent an employer/employee relationship. The Provider agrees to be responsible for any federal or state taxes applicable to this payment. Provider will not be eligible for any benefits from these contract payments of federal social security, unemployment insurance, or workmen's compensation, except as a self-employed individual. Provider is an independent contractor.

XXIV. INDEMNITY:

The Provider shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement.

The Provider shall save and hold harmless the CCSSB, its officers, agents, employees, and members, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of the Provider or its agents or employees under this agreement. The obligation shall continue after the termination of this agreement.

XXV. INTEGRATION AND MODIFICATION:

This contract constitutes the entire agreement between the Provider and the CCSSB. No alteration, amendment or modification in the provisions of this agreement shall be effective unless it is reduced to writing, signed by the parties and attached hereto.

XXVI. COLLATERAL CONTRACTS:

Where there exists any inconsistency between this agreement and other provisions of collateral contractual agreements which are made a part of this agreement by reference or otherwise, the provisions of this agreement shall control.

XXVII. NON-DISCRIMINATION:

The CCSSB makes available all services and assistance without regard to race, color, national origin, religion, age, sex, or handicap, and is subject to Title VI of the Civil Rights Act of 1964. Section 504 of the Rehabilitation Act of 1975 as amended. Persons who contract with or receive funds to provide services for CCSSB are obligated to abide by the provisions of these federal laws. Questions concerning the contractor's or provider's obligations under these acts may be directed to the CCSSB's representative as set forth in the signature block of this agreement, at the address established in the agreement, or the Branch Chief, Officer for Civil Rights, Region VIII, Federal Office Building, 1961 Stout Street, Denver, CO 82094.

Spectrum Home Care  
Provider

Cass County Social Service Board

\_\_\_\_\_  
By Date

*Mary Scheuing*  
By Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Provider's Federal ID Number

PROVIDER ASSURANCES

- A. All licensing or other standards required by Federal and State Law and regulations and by ordinance of the city and county in which he services purchased hereunder are provided will be complied with in full for the duration of this contract.
- B. No qualified person (s) shall be denied services purchased hereunder, or be subjected to discrimination, because of race, religion, color, national origin, sex, age, or handicap.
- C. The Provider will abide by the provisions of Title VII of the Civil Rights Act of 1964 (42 USC 2000C) which prohibits discrimination against any employee or applicant for employment because of race, religion, color, national origin, sex, age or handicap. In addition, the Provider agrees to abide by Executive Order No. 11246, as amended by Executive Order No. 11375, which prohibits discrimination because of sex.
- D. The Provider will comply with Section 504 of the Rehabilitation Act of 1973, as amended, and all requirements imposed by and pursuant to regulations promulgated thereunder to the end that no otherwise qualified handicapped individual shall, solely by reason of their handicap, be excluded from participation in, be denied benefits of or be subjected to discrimination under any program in the provision of services under this agreement.
- E. The Provider will not, except upon the written consent of the affected individual or their responsible parent, guardian or custodian, use or cause to be used, any information concerning such individual for any purpose not directly connected with the Board or the Provider's responsibilities with respect to services purchased hereunder.
- F. Unless otherwise authorized by federal law, the charges to be made by the Provider do not include costs financed by federal monies other than those generated by this agreement.
- G. The Provider shall not assign this agreement.
- H. Provider assures that the sources from which it purchases goods and services used for the provision of the services described in the agreement will conform to applicable provisions of Executive Order 11346, Equal Opportunity.
- I. The Provider assures they have met the Basic National Standards for Homemaker/Personal Care Aide Services listed as follows:

STRUCTURE:

- Standard I. There shall be legal authorization to operate the agency.
- Standard II. There shall be a duly constituted authority and a government structure for assuring responsibility and for requiring accountability for performance.
- Standard III. There shall be compliance with all legislation relating to prohibition of discriminatory practices.
- Standard IV. There shall be responsible fiscal management.

STAFFING:

- Standard V. There shall be responsible personnel management, including:
  - A. Appropriate processes used in the recruitment, selection, retention, and termination of homemakers:
  - B. Written personnel policies, job descriptions, and a wage scale established for each job category.

Standard VI. There shall be training provided to every homemaker-Personal Care aide for all services to be performed.

SERVICE:

Standard VII. There shall be written eligibility criteria for service and procedures for referral to other resources.

Standard VIII. There shall be two essential components of the service provided to every individual and/or family served:

- A. Service of a supervised homemaker-personal care aide;
- B. Service of professional persons responsible for case management functions.

COMMUNITY:

Standard IX. There shall be an active role assumed by the service in an ongoing assessment of community health and welfare needs and in planning to meet these needs.

Standard X. There shall be ongoing interpretation of the service to the community.

Standard XI. There shall be evaluation of all aspects of the service.

These standards were set by the National Home Caring Council, Copyright 1981.

- J. The provider assures that the homemaker has not been convicted of a criminal offense in the past five years and/or not currently on probation or parole.

Addendum B

<b>SERVICE MANUAL CHAPTER</b>	<b>DEFINITION</b>	<b>DEFINITION OF UNIT</b>	<b>MAXIMUM ALLOWABLE AUTHORIZATION</b>	<b>RATE NEGOTIATED</b>
Homemaker *NDDHS Manual Chapter 625-05	The provision of non-personal (environmental support) tasks such as light housekeeping, laundry, meal planning and preparation that enables an individual to maintain as much independence and self-reliance as possible to continue living in their home.	Title XX \$6.59/15 min.	7 units/visit 26 visits/year	\$26.36/hr of direct client time

\*NDDHS – North Dakota Department of Human Services



SUBJECT: CONTRACTS

ADOPTED DATE: OCTOBER 2, 2000

PAGE 1 OF 1

All contracts which bind Cass County must contain the signature of the commission chairman. Prior to being placed on the commission agenda, the department head should forward the contract to the state's attorney for review.

A standardized form may be used when presenting contracts to the commission for approval as follows:

COMPANY REQUESTING CONTRACT: Tani's Angels

DATE OF REQUEST: 10/23/13 DATE OF EXPECTED RETURN  
TO THE COMMISSION OFFICE: \_\_\_\_\_

DEPARTMENT HEAD RECOMMENDING SIGNATURE: [Signature]

STATE'S ATTORNEY SIGNATURE: [Signature] 11/20/13

STATE'S ATTORNEY COMMENTS:

SEE ENCLOSED COMMENTS. OTHERWISE  
APPROVED AS TO FORM.

CHAIRMAN TO SIGN ORIGINAL AGREEMENT

Contracts shall be on a calendar-year basis, whenever possible.

As a part of the consent agenda for each regular commission meeting, the subject of "Contracts" will be automatically included.

Therefore, departments may submit contracts for board approval up to the day of each commission meeting. Contract approval will be subject to state's attorney review within five days after being approved by the county commission.

HISTORICAL REFERENCE DATE: MAY 4, 1992

## PURCHASE OF SERVICE AGREEMENT

WHEREAS, the Cass County Social Service Board (CCSSB) 1010 2<sup>nd</sup> Ave. So., Fargo, ND 58103 has determined the services referred to in the paragraph entitled "Scope of Service" should be purchased; and

WHEREAS, Tami's Angels  
624 Main Avenue, Suite #10  
Fargo, ND 58103

(Provider), proposes to provide those services;

NOW, THEREFORE, the CCSSB and Tami's Angels Hospital enter into the following:

### AGREEMENT

#### I. TERM OF THE AGREEMENT:

The term of this agreement shall be from the 1st day of January, 2014 through December 31, 2014.

#### II. SCOPE OF SERVICE:

The Provider agrees to render in-home services to eligible individuals (Recipients) in Cass County, North Dakota. The Provider understands and agrees that eligibility will be determined solely by CCSSB. The Provider agrees that the specific services to be provided recipients, the definitions of those services, and related manual chapters are those set forth in Addendum B. In rendering services the Provider agrees to abide by the provisions of the North Dakota Department of Human Services Manual Chapter Policies and Procedures.

The Provider understands and agrees that the CCSSB will inform the provider of the name of the Recipients of services under the terms of this Agreement. The Provider further agrees to designate an individual to negotiate with a similarly designated individual from the CCSSB for the specific services to be provided recipients, the number of units of service to be provided recipients, and the compensation for recipients as set forth in paragraph III herein.

#### III. COMPENSATION:

- A. Compensation under the terms of this agreement shall not exceed the maximum amount allowed for the service provided under the terms of this contract. The maximum amount allowed for the service is set forth in Addendum B.
- B. The Provider understands and agrees that:
  1. Travel time will not be billed nor paid.
  2. The contracted rates are the maximum allowable and will cover all costs to provide a unit of service, as defined by this contract. CCSSB makes no guarantee of the number of hours that will be referred for service.
  3. No release time or cancel time will be billed.

4. Supervisory time, charting time, training, client reassessment, and all other activities relating to program management are built into the rate.
  5. The Provider shall submit a complete billing for a service period to the CCSSB within five (5) working days following the close of each service period. Such billing must be submitted with required information stated in "D" below.
  6. Payment will not be made for unauthorized services rendered by the Provider, nor for claimed services which CCSSB determines by contract monitoring, have not been provided as authorized or have been provided in excess of authorizations.
  7. No supplemental billings will be accepted by the CCSSB without prior notification to CCSSB of the need and justification for such a billing and authorization by the CCSSB to submit. Payment for authorized supplemental billing will be made as part of the next regular claim cycle.
  8. CCSSB will make payments within statutory requirements.
- C. The provider understands and agrees that Title XX/Cass County funded recipients will be screened by Cass County Social Services to determine eligibility. Both parties understand that units of service expended will be at the unit rate of \$6.59/unit.
- D. The CCSSB agrees to reimburse the Provider at the negotiated rates per Form #1699 upon the Provider's billing to the County Social Service Board. The billing must include the recipient's name, units of service per recipient, per date, and compensation being claimed. With each billing, the Provider must attest to the following statement:
- "I certify that the above information is true and correct. I understand that payment of this claim is payment in full. I further understand that any false claims made will constitute a violation that may result in prosecution."
- E. The provider agrees to accept the rate of payment as payment in full and shall not make demands on individual recipients of service, their family or guardian, for any additional compensation for these same services.

IV. PROVIDER'S UNDERSTANDING OF TERM OF FUNDING:

The Provider understands that this agreement is a one-time agreement, and acknowledges that it has been furnished no assurances that this agreement may be extended for periods beyond its termination date.

V. PROVIDER ASSURANCES:

The Provider agrees to comply with the applicable assurances set forth on Addendum A attached hereto.

VI. CHANGES:

If either party wishes to change this agreement, such change shall be effective only when mutually agreed to and incorporated by written amendment to the agreement.

VII. AUTHORITY TO CONTRACT:

The Provider shall not have the authority to contract for or on behalf of or incur obligations on behalf of the CCSSB. However, the Provider may sub-contract with qualified providers of services, provided that any such subcontract must acknowledge the binding nature of this agreement, and incorporate this agreement, together with its attachments. The Provider agrees to be solely responsible for the performance of any subcontractor.

VIII. TERMINATION:

This contract may be terminated by mutual consent of both parties, or by either party upon 30 day's notice, in writing, and delivered by certified mail or in person.

The CCSSB may terminate this contract effective upon delivery of written notice to the Provider, or at such later date as may be established by the CCSSB, under any of the following conditions:

- A. If CCSSB 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 to accommodate a reduction in funds.
- B. If federal 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.
- C. If any license or certificate required by law or regulations to be held by the Provider to provide the services required by this contract is for any reason denied, revoked, or not renewed.
- D. If the Qualified Service Provider rate is increased by the State in July, discussions will occur which may result in modifications to accommodate for a potential increased rate.

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

The CCSSB by written notice of default, including breach of contract, to the Provider may terminate the whole or any part of this agreement:

- A. If the Provider fails to provide services provided under the terms of this contract within the time specified herein or any extension thereof; or
- B. If the Provider 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 the CCSSB, fails to correct such failures within 10 days or such longer period as the CCSSB may authorize.

The rights and remedies of the CCSSB provided in the above clause related to defaults, including breach of contract, by the Provider shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

IX. ACCESS TO RECORDS:

The CCSSB, ND Department of Human Services, Office of Attorney General of the State of North Dakota, the Federal Government, and their duly authorized representatives, shall have access to the books, documents, paper and records of the Provider which are pertinent, as determined by the CCSSB, to this contract for the purpose of making audit, examination, excerpts, and transcripts.

X. RETENTION OF RECORDS:

The Provider agrees to retain financial program records for a minimum period of three (3) years from the submission date of the State Medicaid Agency's HCFA-372 report. For the purpose of this agreement the submission date is December 31 of each year. Further, if the Provider has received more than \$25,000 directly or indirectly, from all Federal sources and is subject to the provisions of the Single Audit Act of 1984, Public Law 98-502, then the provider will notify the CCSSB and will provide a schedule showing the funding for each State and/or Federal program.

XI. CONFIDENTIALITY:

The Provider will not, except upon the written consent of the recipients or their responsible parent, guardian, or custodian, use or cause to be used any information concerning such individual for any purpose not directly connected with the CCSSB's or the Provider's responsibilities with respect to services purchased hereunder.

XII. ASSIGNMENT:

The Provider shall not assign this agreement.

XIII. APPLICABLE LAW:

This agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

XIV. CAPTIONS:

The captions or headings in this agreement are for convenience only and in no way defined, limit, or describe the scope or intent of any provisions of this agreement.

XV. EXECUTION AND COUNTERPARTS:

This agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one of the same instrument.

XVI. 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.

XVII. NOTICES:

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 in the preamble to this agreement or at a place designated hereafter in writing by the parties.

XVIII. SUCCESSORS IN INTEREST:

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.

XIX. INSURANCE AND LEGAL DEFENSE:

It is the parties' intent that they each should pay any attorney's fees and legal defense costs resulting from or arising out of this agreement in the same proportion that each party's liability for the acts of its own officers, employees or agents bears to the parties' combined liability, if any, or pay such fees and costs equally when a claim against both parties is resolved and neither party is found liable, to the greatest extent the fees and costs are covered by the County's liability coverage or self-retention fund. The parties further intend that they be represented by the same attorney whenever reasonably possible and ethically permitted. If a claim against is resolved by one party but continues against the other party, each party will pay for half the combined attorney's fees and legal defense costs incurred on or before the date, or the amount of such fees and costs covered by the County's liability coverage or self-retention fund, whichever is less. After that date, the remaining party will be responsible for its own attorney's fees and legal defense costs. The County shall provide such reimbursement in accordance with the Special Assistant Attorney General Billing policy within thirty (30) days after the total amount of reimbursement can be determined.

Provider shall secure and keep in force during the term of this Agreement, from a company or pool authorized to provide the coverage in this County, general liability and errors and omissions coverage with minimum liability limits of \$250,000 per person and at least \$500,000 per occurrence covering its officers, employees, and agents for any and all claims of any nature which may in any manner result from or arise out of this Agreement. Provider shall furnish a certificate of insurance or memorandum of coverage and any endorsements required under this agreement to the undersigned County representative prior to commencement of this agreement, and shall also provide at least thirty (30) days' notice before such coverage of endorsements are canceled or modified.

Provider shall also secure from its insurance company or government self-insurance pool a limited endorsement stating that the company or pool will provide a legal defense to the County, its officers, employees or agents, including attorney's fees, costs, disbursements, and other expenses associated with such defense under this agreement, for any and all claims of any nature brought by third parties against the County, its officers, employees or agents, including attorney's fees, costs, disbursements, and other expenses associated with such defense under this agreement, for any and all claims of any nature brought by third parties against the County, its officers, employees or agents which in any manner result from or arise out of this agreement. Such legal defense is not required if the County refuses to waive a potential conflict of interest

that can be waived under the North Dakota Rules of Professional conduct. Said endorsement shall also provide that any attorney representing the County, its officers, employees or agents under this clause must first qualify and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under NDCC. Section 54-12-08 and agree to follow the Special Assistant Attorney General Billing Policy.

XX. SEVERABILITY:

The parties agree that any term of provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

XXI. WAIVER:

The failure of the CCSSB to enforce any provisions of this contract shall not constitute a waiver by the CCSSB of that or any other provision.

XXII. MERGER CLAUSE:

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Provider, by the signature below of its authorized representative, hereby acknowledges that the Provider has read this agreement, understands it and agrees to be bound by its terms and conditions.

XXIII. PROVIDER IS AN INDEPENDENT CONTRACTOR:

This agreement shall not be construed to represent an employer/employee relationship. The Provider agrees to be responsible for any federal or state taxes applicable to this payment. Provider will not be eligible for any benefits from these contract payments of federal social security, unemployment insurance, or workmen's compensation, except as a self-employed individual. Provider is an independent contractor.

XXIV. INDEMNITY:

The Provider shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement.

The Provider shall save and hold harmless the CCSSB, its officers, agents, employees, and members, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of the Provider or its agents or employees under this agreement. The obligation shall continue after the termination of this agreement.

XXV. INTEGRATION AND MODIFICATION:

This contract constitutes the entire agreement between the Provider and the CCSSB. No alteration, amendment or modification in the provisions of this agreement shall be effective unless it is reduced to writing, signed by the parties and attached hereto.

XXVI. COLLATERAL CONTRACTS:

Where there exists any inconsistency between this agreement and other provisions of collateral contractual agreements which are made a part of this agreement by reference or otherwise, the provisions of this agreement shall control.

XXVII. NON-DISCRIMINATION:

The CCSSB makes available all services and assistance without regard to race, color, national origin, religion, age, sex, or handicap, and is subject to Title VI of the Civil Rights Act of 1964. Section 504 of the Rehabilitation Act of 1975 as amended. Persons who contract with or receive funds to provide services for CCSSB are obligated to abide by the provisions of these federal laws. Questions concerning the contractor's or provider's obligations under these acts may be directed to the CCSSB's representative as set forth in the signature block of this agreement, at the address established in the agreement, or the Branch Chief, Officer for Civil Rights, Region VIII, Federal Office Building, 1961 Stout Street, Denver, CO 82094.

Tami's Angels  
Provider

\_\_\_\_\_  
By Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Provider's Federal ID Number

Cass County Social Service Board  
Date

*Mary Scheuing*  
By Date

\_\_\_\_\_  
Title



PROVIDER ASSURANCES

- A. All licensing or other standards required by Federal and State Law and regulations and by ordinance of the city and county in which he services purchased hereunder are provided will be complied with in full for the duration of this contract.
- B. No qualified person (s) shall be denied services purchased hereunder, or be subjected to discrimination, because of race, religion, color, national origin, sex, age, or handicap.
- C. The Provider will abide by the provisions of Title VII of the Civil Rights Act of 1964 (42 USC 2000C) which prohibits discrimination against any employee or applicant for employment because of race, religion, color, national origin, sex, age or handicap. In addition, the Provider agrees to abide by Executive Order No. 11246, as amended by Executive Order No. 11375, which prohibits discrimination because of sex.
- D. The Provider will comply with Section 504 of the Rehabilitation Act of 1973, as amended, and all requirements imposed by and pursuant to regulations promulgated thereunder to the end that no otherwise qualified handicapped individual shall, solely by reason of their handicap, be excluded from participation in, be denied benefits of or be subjected to discrimination under any program in the provision of services under this agreement.
- E. The Provider will not, except upon the written consent of the affected individual or their responsible parent, guardian or custodian, use or cause to be used, any information concerning such individual for any purpose not directly connected with the Board or the Provider's responsibilities with respect to services purchased hereunder.
- F. Unless otherwise authorized by federal law, the charges to be made by the Provider do not include costs financed by federal monies other than those generated by this agreement.
- G. The Provider shall not assign this agreement.
- H. Provider assures that the sources from which it purchases goods and services used for the provision of the services described in the agreement will conform to applicable provisions of Executive Order 11346, Equal Opportunity.
- I. The Provider assures they have met the Basic National Standards for Homemaker/Personal Care Aide Services listed as follows:

STRUCTURE:

- Standard I. There shall be legal authorization to operate the agency.
- Standard II. There shall be a duly constituted authority and a government structure for assuring responsibility and for requiring accountability for performance.
- Standard III. There shall be compliance with all legislation relating to prohibition of discriminatory practices.
- Standard IV. There shall be responsible fiscal management.

STAFFING:

- Standard V. There shall be responsible personnel management, including:
  - A. Appropriate processes used in the recruitment, selection, retention, and termination of homemakers:
  - B. Written personnel policies, job descriptions, and a wage scale established for each job category.

Standard VI. There shall be training provided to every homemaker-Personal Care aide for all services to be performed.

SERVICE:

Standard VII. There shall be written eligibility criteria for service and procedures for referral to other resources.

Standard VIII. There shall be two essential components of the service provided to every individual and/or family served:

- A. Service of a supervised homemaker-personal care aide;
- B. Service of professional persons responsible for case management functions.

COMMUNITY:

Standard IX. There shall be an active role assumed by the service in an ongoing assessment of community health and welfare needs and in planning to meet these needs.

Standard X. There shall be ongoing interpretation of the service to the community.

Standard XI. There shall be evaluation of all aspects of the service.

These standards were set by the National Home Caring Council, Copyright 1981.

- J. The provider assures that the homemaker has not been convicted of a criminal offense in the past five years and/or not currently on probation or parole.

Addendum B

<b>SERVICE MANUAL CHAPTER</b>	<b>DEFINITION</b>	<b>DEFINITION OF UNIT</b>	<b>MAXIMUM ALLOWABLE AUTHORIZATION</b>	<b>RATE NEGOTIATED</b>
Homemaker *NDDHS Manual Chapter 625-05	The provision of non-personal (environmental support) tasks such as light housekeeping, laundry, meal planning and preparation that enables an individual to maintain as much independence and self-reliance as possible to continue living in their home.	Title XX \$6.59/15 min.	7 units/visit 26 visits/year max.	\$26.36/hr of direct client time

\*NDDHS – North Dakota Department of Human Services



# Office of the Sheriff

Paul D. Laney, Sheriff

December 5, 2013

RECEIVED

DEC 5 2013

Darrell Vanyo, Portfolio Commissioner  
Cass County Commission  
Cass County Courthouse  
 Fargo, ND 58103

CASS COUNTY COMMISSION

Re: FY 2013 State Homeland Security Program (SHSP) Grant Award

Consent Agenda

Chairman Ken Pawluk,

The Cass County Sheriff's Office has been awarded grant funds for (\$37,089.60) for the purchase of equipment to be utilized by Valley Water Rescue. Listed below is the equipment that has been approved for purchase with the grant funds:

- 1- 2014 Lund Boat with Roller Trailer
- 1- Lowrance HDS 12 Touch Sonar/GPS with a Structure Scan Transducer
- 3- Auto anchor systems
- 1-Custom Table and Mount for Boat

This grant does not require any matching fund requirements from Cass County Government.

*Move to authorize the chairman to accept the 2013 State Homeland Security grant award of \$37,089.60 for the purchase of a 2014 Lund Boat with Roller Trailer, a Lowrance HDS 12 Touch Sonar/GPS with a Structure Scan Transducer, a three (3) auto anchor systems and a Custom Table and Mount for Boat.*

Should you have any questions, please contact our office.

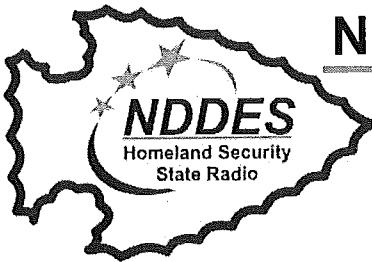
Sincerely,

Captain Michele D. Harmon  
Administration/Court Services Division

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  
450 34 St. S.  
 Fargo, ND 58103-2229  
 Phone: 701-241-5845  
 Fax: 701-241-5936



# ND Department of Emergency Services

PO Box 5511

Tel: (701) 328-8100

Email: [nddes@nd.gov](mailto:nddes@nd.gov)

Bismarck, ND 58506-5511

Fax: (701) 328-8181

Website: [www.nd.gov/des](http://www.nd.gov/des)

*"Ensuring a safe and secure homeland for all North"*

**North Dakota Department of Emergency Services (NDDDES)  
FY 2013 State Homeland Security Program (SHSP)  
Regional Response Team Application  
Submission Deadline November 15, 2013**

## 1. Applying Entity Information

Name of Applying Entity: Cass County Sheriff's Office

Address: 211 9<sup>th</sup> Street South

City: Fargo State: ND Zip Code: 58103

Applicant Duns #: 05-478-5266

## 2. Contact Information

Name: Sgt. Tara Morris

Address: 211 9<sup>th</sup> Street South

City: Fargo State: ND Zip Code: 58103

Phone #: (701) 241-5829 Email: [morrist@casscountynd.gov](mailto:morrist@casscountynd.gov)

Fax #: (701) 2415805 Cell #: (701) 429-8593

## 3. Total Grant Request: \$ 37,089.60

This proposal includes a request for funding from the following activity category(s): *Check all that apply.*

- Equipment     Training     Exercise     Planning
- Maintenance Contracts and Warranties     Repair and Replacement Costs
- Upgrades     User fees

## FY 2011 Competitive Regional Response Guidance & Application Kit for Maintenance and Sustainment

*Be sure you have read ALL of the Fiscal Year 2013 North Dakota State Homeland Security Program Competitive Grant Guidance to ensure that you address all requirements of the guidance in your application.*

4. **Narrative:** Provide a description of the proposed activities to be accomplished with the grant, including the planning, equipment, training, and/or exercises that will be accomplished. Include the goals and objectives the proposed activities are intended to accomplish, including how project will sustain core capabilities. Describe capability gap(s) that this project is intended to address, include how the gap was identified and the current capability level.

Valley Water Rescue (VWR) is a group of highly trained individuals serving their community and surrounding areas, on a volunteer basis by providing search and rescue capabilities both on land and in the water. VWR has response-ready divers and surface personnel, as well as underwater sonar and video equipment. VWR operates under the Cass County Sheriff's Office as they are sworn Cass County Reserve Deputies. VWR is funded through private fundraising and contributions, as well as annual budget line items from local government entities.

The Cass County Sheriff's Office is applying for the NDDDES FY 2013 SHSP Regional Response Team Grant in hope of receiving funding to purchase the following items:

- 2014 Lund Boat with 75 horse Mercury 4 stroke motor and the Gauge Package (package includes a Shorelander galvanized roller trailer among numerous other upgrades and customization):
- Lowrance HDS 12 Touch Sonar/GPS with a Structure Scan Transducer
- Three Minnkota Deckhand 40 auto anchor systems
- Custom Table and Mounts

The boat would serve primarily as a search platform for the Blueview Sonar unit, already owned by VWR, and the Lowrance Sonar/GPS unit they wish to purchase through the SHSP grant funds.

The Cass County Sheriff's Office currently operates two NDDDES purchased airboats and two VWR purchased Zodiac inflatable boats. These boats are used for search, rescue and recovery operations. During the 2009 flood the boats proved their worth as over 168 Cass County residents were rescued from their homes due to flood waters. In addition, VWR has used their Blueview Sonar Unit to locate two drowning victims and has cleared an area suspected of a possible drowning victim since the unit was purchased in December of 2011 through funding by the FM foundation, the Alex Stern Family Foundation, dive team donation account and money from Metrocog (Cass Co., Clay Co., Fargo, Moorhead and West Fargo).

## FY 2011 Competitive Regional Response Guidance & Application Kit for Maintenance and Sustainment

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The Sonar Team of VWR has been experimenting with different operation methods to use their sonar equipment outside the boat as neither the Zodiac or the airboats fit the needs of the Sonar Team during a search. These shortcomings have become apparent during their monthly training and actual search deployments.

An example of the shortcomings that have become apparent is VWR's response to a drowning victim in the Red River in the Spring of 2012. VWR successfully located the victim using their Blueview Sonar Unit, however it required a team member to stand in the water with the equipment. That procedure would be impossible in the harsh weather conditions VWR often experiences or in the event of a search on a larger body of water such as a lake.

The overall goal of this project is to enhance VWR's current capabilities by providing a more efficient and effective set up in order to use the equipment to its full potential while providing a safer work platform for responders to operate. We believe this goal can be attainable through the purchase of the Lund Mercury Shoreland Boat with a custom table and mounts, the Lowrance Sonar Unit and three Minnkota Deckhand Anchor Systems and for the following reasons:

- The boat will be set up with a mountable table that will hold the ROV control panel, sonar screen and video screen preventing the propensity for equipment damage and/or loss.
- The boat will be larger than our current boats providing room for four people to run the equipment and operate the boat. In addition, the space available will also provide storage for the search cable, sonar support parts and an electric generator required to power the equipment.
- The proposed boat will be the proper size with a large enough motor to successfully function in more types of water operations ultimately providing a safer work platform for team members and the expensive sonar equipment.
- The proposed Lowrance Sonar Unit is a depth finder and GPS unit combination. It would be used to profile the bottom of the river or lake and help locate targets. It would work in conjunction with the Blueview Sonar Unit, as the Lowrance unit sweeps an area looking for targets in a moving boat the Blueview unit is sent down to get a visual of the target.
- In order to use the Blueview Sonar Unit most effectively, three Minnkota Deckhand 40 Auto Anchor Systems are required to secure a boat so that it does not move in the water once a target is identified. In any type of water search, boat movement will disrupt a search pattern and cause areas to go unsearched.

For the above listed reasons, the Cass County Sheriff's Office and Valley Water Rescue would like to be considered for the NDDes FY2013 SHSP Regional Response Team Grant. The proposed project total is **\$37,089.60**. With the purchase of the requested equipment VWR will improve response time, improve search capabilities and provide a safer working environment for the team members of VWR.

# FY 2011 Competitive Regional Response Guidance & Application Kit for Maintenance and Sustainment

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5. **Milestones:** Identify up to ten specific milestones for the project period of performance, including a description and start and end dates for each milestone. The milestones should demonstrate a clear sequence of events. The 2013 period of performance is anticipated to occur from December 2013 through August 2015.

Milestone 1: Application Start Date

Start Date: 10/16/2013      End Date: 10/30/2013

Milestone 2: Submit Application CCSO (VWR)

Start Date: 11/08/12      End Date: 11/15/2013

Milestone 3: Anticipated Award Date

Start Date: 12/01/2013      End Date: 12/01/2013

Milestone 4: Secure authorization / signature(s) for acceptance of proposed project

Start Date: 12/01/2013      End Date: 12/07/2013

Milestone 5: Submit signed purchase order/authorization for project equipment to the retailer with final specifications for design & manufacture. Arrangements finalized and complete for storage of project equipment when not in use.

Start Date: 12/23/2013      End Date: 12/31/2013

Milestone 6: Acceptance / delivery of project equipment from retailer with hands on – walk around inspection by team members and retailer staff.

Start Date: 3/31/2014      End Date: 4/15/2014

Milestone 7: Project equipment to be inventoried, upfitted & marked accordingly for identification. Shake down runs performed to ensure project equipment operates properly.

Start Date: 4/28/2014      End Date: 5/15/2014

Milestone 8: Project equipment ready to be placed in service, necessary testing satisfactorily completed and entire project is demonstrated to entire team as fully operational as designed.

Start Date: 5/30/2014      End Date: 6/16/2014



# FY 2011 Competitive Regional Response Guidance & Application Kit for Maintenance and Sustainment

Milestone 9: Grant Close-Out Process; A written summary of the activities performed through the use of project equipment shall be compiled including photographs documenting training activity as well as any searches. In addition, any public static displays shall be documented and included with the written summary.

Start Date: 7/1/2015    End Date: 8/1/2015

## 6. Budgets:

### Equipment Budget

The Authorized Equipment List (AEL) Codes may be found at <https://www.llis.dhs.gov/>.

Equipment	AEL Code	Quantity	Cost/unit	Total
2014 Lund Boat, 75 horse Mercury 4 stroke motor Shorelander galvanized roller trailer with Gauge Package which includes: <ul style="list-style-type: none"> <li>-4<sup>th</sup> Seat</li> <li>-Galvanized trailer upgrade</li> <li>-Spare Tire &amp; Rim</li> <li>-Fire Extinguisher</li> <li>-Complete top</li> <li>-Boat cover</li> <li>-Anti feedback tilt steering</li> <li>-Horn</li> <li>-Lettering</li> <li>- 5 year maintenance package</li> </ul>	03WA-01-MARK Device, Marking, Marine	1	\$26,050	\$26,975
Lowrance Sonar Unit HDS 12 Touch with structure scan transducer	03WA-02-SONR Sonar Imaging	1	\$3,498	\$3,498
Minnkota Deckhand 40 Anchor System & Custom Table Mounts	03WA-01-UNAV Equipment, Navigation, Underwater	3	\$280.00	\$840.00
Custom Table Mounts	03WA-01-MARK Device, Marking, Marine		\$1,100.00	\$1,100.00
APX6500 VHF Radio with siren, installation and programing	06CP-01-MOBL	1	\$4,676.60	\$4,676.60
			\$	\$
			\$	\$
			\$	\$
			\$	\$



# FY 2011 Competitive Regional Response Guidance & Application Kit for Maintenance and Sustainment

		\$
<b>Exercise Total</b>		<b>\$0</b>

**Expense Examples:** Contractor, Travel/Per Diem, Materials/Supplies, Leases/Rentals, Overtime/Backfill

**Planning Budget**

Planning Activity	Expense	Calculations	Cost
<i>Example: Develop Regional SOG</i>	<i>Example: Travel/Per Diem</i>	<i>10 people x avg. 10 miles x \$0.565/mile</i>	<i>\$56.50</i>
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
<b>Exercise Total</b>			<b>\$0</b>

**Expense:** Contractor, Travel/Per Diem, Materials/Supplies

**Note:** Some Equipment, Training, and Exercise activities require an Environmental and Historical Preservation Review (EHP). Please contact Karen Hilfer at [khilfer@nd.gov](mailto:khilfer@nd.gov) to request the EHP form to fill out and submit with your application.

**Budget Totals** (Enter to Total Estimated Cost of each category above)

Budget Category	Estimated Cost
Total Estimated Planning Cost	\$ 0
Total Estimated Training Cost	\$ 0
Total Estimated Exercise Cost	\$ 0
Total Estimated Equipment Cost	\$ 37,089.60
<b>Total Estimated Cost</b>	<b>\$ 37,089.60</b>

**7. Certifications**

We, the undersigned, hereby certify

- The above grant request will be utilized in accordance with federal and state laws and regulations to sustain regional core capabilities;
- The above grant request does not supplant other funds;
- Requesting entity is NIMS compliant;

# FY 2011 Competitive Regional Response Guidance & Application Kit for Maintenance and Sustainment

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- We will provide response, to our NDES defined region, statewide, or out of state through EMAC; upon request, if available; and
- All information contained in this application is true and accurate.

Tara Morris

Type or Print name of Agency Representative

\_\_\_\_\_  
Signature of Agency Representative

11/08/2013

Date

Michael Montplaisir

Type or Print name of Fiscal Authority

\_\_\_\_\_  
Signature of Fiscal Authority  
(Government Entity)

11/08/2013

Date