

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 October 29, 2014:

- Blue Cross Blue Shield—Attachment A schedule for 2015 employee health and dental insurance coverage;
- Cities of Casselton, Mapleton, Horace and Kindred—renewal of police service agreements for 2015.



RECEIVED

OCT 21 2014

CASS COUNTY COMMISSION

Auditor

Michael Montplaisir, CPA
701-241-5601

Treasurer

Charlotte Sandvik
701-241-5611

Director of Equalization

Frank Klein
701-241-5616

October 21, 2014

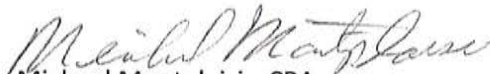
Board of County Commissioners
Cass County Government
211 9th Street South
Fargo ND 58103

Re: Blue Cross Shield Renewal Contract

Dear Commissioners:

The accompanying Attachment A Schedule is the renewal contract for the administration of the self-funded health insurance and dental programs the county offers. The Attachment A outlines the financial obligation of the county in regards to those programs. The rates you are setting today ensures that the county will have adequate funds on hand to pay the claims of the two programs, the reinsurance premiums, and the administration of the program.

Sincerely,


Michael Montplaisir, CPA
County Auditor

SUGGESTED MOTION:

Move to authorize the Chairman to sign Attachment A Schedule of the Blue Cross Blue Shield contract for the calendar year 2015.

Box 2806
211 Ninth Street South
Fargo, North Dakota 58103

Fax 701-241-5728

www.casscountynd.gov

Cass County Government

Contract Period: January 1, 2015 through December 31, 2015

Stop-Loss coverages are based on Paid Benefits incurred in the period January 1, 1984 through December 31, 2015 and paid during the Contract Period. Individual Stop-Loss Attachment Point is \$65,000 per Member and the Aggregate Stop-Loss Attachment is 120% of expected Paid Benefits paid during the Contract Period.

1. Expected monthly enrollment levels:

	<u>Special SC 100</u>	<u>Special SC 100 OOA</u>	<u>Dental 104</u>
Single:	182 Subscribers	1 Subscribers	213 Subscribers
Single Plus Dependent:	72 Subscribers	0 Subscribers	
Family:	133 Subscribers	0 Subscribers	144 Subscribers

2. Aggregate Stop-Loss Attachment Point per Subscriber (x 12 for Contract Period):

Single:	\$520.52	\$537.70	\$55.02
Single Plus Dependent:	916.14	946.36	
Family:	1,353.38	1,398.04	143.48

3. Aggregate Stop-Loss Attachment Point, maximum administrative fees (net of BlueCard® fees and compensation) and conversion coverage costs per Contract Period based on the figures shown in 1 and 2 above:

Aggregate Stop-Loss Attachment Point:	\$4,483,372
Maximum administrative fees and conversion coverage costs:	\$331,770 (7.4% of claims expense)

4. Minimum Aggregate Deductible: **\$4,035,035**

5. Monthly premium for stop-loss coverage (aggregate and individual):

Single:	\$96.54	\$96.54
Single Plus Dependent:	169.90	169.90
Family:	250.94	250.94

6. Summary of estimated maximum Contract Period costs at enrollment levels in 1 above:

Aggregate Stop-Loss Attachment Point:	\$4,483,372
Maximum administrative fees and conversion coverage costs:	331,770
Stop-Loss insurance premium:	759,296
Total maximum Cost:	<u>\$5,574,438</u>

In addition to the total maximum cost, applicable BlueCard® fees and compensation will apply.

The parties have caused this Agreement to be executed by their respective authorized officers.

CASS COUNTY GOVERNMENT
PO Box 2806
 Fargo, North Dakota 58108-2806

BLUE CROSS BLUE SHIELD
OF NORTH DAKOTA
4510 13th Avenue South
 Fargo, North Dakota 58121-0001

By: _____

By: Bradley W. Bartle
Bradley W. Bartle

Title: _____

Title: VP Actuarial and Membership Services

Date: _____

Date: 8/14/14

RX: Deemed Creditable
Group Numbers: 10033

Cass County Government
Group Numbers: 10033
January 1, 2015
Special SC 100
\$65,000
120%

	<u>2014</u>	<u>2015</u>	<u>Percent Change</u>
<u>Group Size (Subscribers)</u>			
Single	168	182	8.3%
SPD	59	72	22.0%
Family	134	133	-0.7%
Total	<u>361</u>	<u>387</u>	<u>7.2%</u>
 <u>Attachment Points</u>			
Single	\$483.31	\$520.52	7.7%
SPD	850.64	916.14	7.7%
Family	1,256.62	1,353.38	7.7%
 <u>Stop-Loss Premiums</u>			
Single	\$81.12	\$96.54	19.0%
SPD	142.76	169.90	19.0%
Family	210.86	250.94	19.0%
 <u>SFL at Expected Cost</u>			
Single	\$513.68	\$562.41	9.5%
SPD	904.08	989.85	9.5%
Family	1,335.53	1,462.22	9.5%
 Administrative Expense			
% of claims	7.4%	7.4%	

Note: Net of BlueCard® fees
RX: Deemed Creditable

Cass County Government
Group Numbers: 10033
January 1, 2015
Special SC 100 OOA
\$65,000
120%

	<u>2014</u>	<u>2015</u>	<u>Percent Change</u>
<u>Group Size (Subscribers)</u>			
Single	1	1	0.0%
SPD	0	0	0.0%
Family	1	0	-100.0%
Total	<u>2</u>	<u>1</u>	<u>-50.0%</u>
 <u>Attachment Points</u>			
Single	\$499.26	\$537.70	7.7%
SPD	878.70	946.36	7.7%
Family	1,298.09	1,398.04	7.7%
 <u>Stop-Loss Premiums</u>			
Single	\$81.12	\$96.54	19.0%
SPD	142.76	169.90	19.0%
Family	210.86	250.94	19.0%
 <u>SFL at Expected Cost</u>			
Single	\$527.96	\$577.78	9.4%
SPD	929.20	1,016.89	9.4%
Family	1,372.65	1,502.19	9.4%
 Administrative Expense			
% of claims	7.4%	7.4%	

Note: Net of BlueCard® fees
RX: Deemed Creditable

Cass County Government
Group Numbers: 10033
January 1, 2015
Dental 104
\$65,000
120%

	<u>2014</u>	<u>2015</u>	<u>Percent Change</u>
<u>Group Size (Subscribers)</u>			
Single	196	213	8.7%
Family	136	144	5.9%
Total	<u>332</u>	<u>357</u>	<u>7.5%</u>
<u>Attachment Points</u>			
Single	\$55.02	\$55.02	0.0%
Family	143.48	143.48	0.0%
<u>SFL at Expected Cost</u>			
Single	\$49.24	\$49.24	0.0%
Family	128.41	128.41	0.0%
Administrative Expense			
% of claims	7.4%	7.4%	

Group Name: **Cass County Government**

Effective Date: **January 1, 2015**

SUGGESTED FUNDING LEVEL AT EXPECTED COST

	<u>Special SC 100</u>	<u>Special SC 100 OOA</u>	<u>Dental 104</u>
Single	\$562.41	\$577.78	\$49.24
SPD	989.85	1,016.89	
Family	1,462.22	1,502.19	128.41

SUGGESTED FUNDING LEVEL AT MAXIMUM COST

Single	\$655.58	\$674.03	\$59.09
SPD	1,153.83	1,186.29	
Family	1,704.47	1,752.43	154.10

RX: Deemed Creditable

Note: Net of BlueCard® fees.

The SFLs do not include the Patient Centered Research Outcomes Tax and the Transitional Reinsurance fees. The Patient Centered Research Outcomes Tax has not been released for 2015. The Transitional Reinsurance fee is \$3.67 per member per month in 2015. These fees are subject to change by the Federal Government.



BOLDER SHADE OF BLUE

Blue Cross Blue Shield of North Dakota

An independent licensee of the Blue Cross & Blue Shield Association

Renewal Proposal For: Cass County Government



Group Number:	10033
Account Manager:	Karen Hanson
Renewal Period:	January 1, 2015 through December 31, 2015
Experience Period:	August 1, 2011 through July 31, 2014
Date Prepared:	8/14/2014



THE VALUE of *Blue*

*A member owned company

*The largest provider of health coverage in the state

*98% of all North Dakota doctors and hospitals participate

*Access to network hospital and doctors nationwide and around the world through the BlueCard Program

***MediQHomeSM**
Using Technology and Collaboration to Improve Quality and Lower Overall Costs

*Blue Cross Blue Shield of North Dakota achieved the highest score of all BCBS plans in the US in overall service to its members for the second half of 2013.

*BCBSND does not retain any portion of the member or group RX rebate dollars for self-insured groups.

The Value in Blue Cross Blue Shield of North Dakota's Administration Fee

Claims Management

- ✓ Network
 - Broadest Access including BCBS National Network
 - Provider Credentialing
 - Deep Discounts
- ✓ Medical Administration
 - Benefit Plan Implementation
 - Claims Adjudication, Edits, Payment
 - Explanation of Benefits
- ✓ Pharmacy Administration
 - Integrated Pharmacy Management thru Prime Therapeutics
 - 100% return of Pharmacy Rebates
 - Formulary Review
- ✓ Integrated Stop Loss with BCBSND
 - Coordination of Coverage
 - Seamless Reimbursement
- ✓ Financial Management
 - Claims Fiduciary Responsibility
 - Medical Appeals
 - Fraud, Waste & Abuse Monitoring

Medical Management

- ✓ Wellness
 - Prenatal Plus
- ✓ Case Management
- ✓ Utilization Management
 - Prior Authorization
 - Prior Approval
 - Concurrent Review
 - Behavioral Health
- ✓ Disease Management

Enrollment & Life Event Management

- ✓ Enrollment Options
 - Paper
 - Electronic
- ✓ Product Enrollment
 - Medical
 - Dental
 - Vision
 - Ancillary
- ✓ Employer Self Service
- ✓ Member Self Service

Account Service & Member Service

- ✓ Dedicated Account Manager
- ✓ Customer Contact Center
- ✓ Member Advocate Program
- ✓ District Offices throughout North Dakota

Material Development & Distribution

- ✓ Enrollment Materials
- ✓ Summary of Benefits and Coverage (SBC)
- ✓ Summary Plan Descriptions (SPDs)
- ✓ Certificate of Creditable Coverage (HIPAA Notice)

Analytics

- ✓ Financial Reporting
- ✓ Clinical Reporting
- ✓ Utilization Reporting
- ✓ Ad Hoc Reporting

Professional Services

- ✓ Consulting & Member Education
 - Wellness
 - Large Group

✓ Accordant(with BCBSND Stop Loss)

✓ Patient Centered Medical Home (MediQHome)

Identifying Gaps in Care

Accessing Clinical Data

✓ Total Cost of Care Contracting

Outcomes Based Reimbursement

Patient Allocation

Member Engagement Tools

✓ Transparency Tools

Care Comparison

Member Out of Pocket

My Prime

✓ Actuarial

✓ Legal

✓ Compliance

Affordable Care Act (ACA)

Transparent Fee Structure

✓ Admin Fee based on % of Claims for under 500

✓ Admin Fee option of (PSPM) for 500+

✓ BlueCard Fees Disclosed

✓ No Implementation Fee or Renewal Fee

✓ No Printing Fees



Cass County Government

Effective Date	Current		Renewal	
	1/1/2014		1/1/2015	
Plan Design Basics	Special SC 100	Special SC 100 OOA	Special SC 100	Special SC 100 OOA
Actual Subscribers at time of each renewal calculation			388	
Adjusted Subscribers to Current				
Employee Only	182	1	182	1
Single Plus Dependent or EECH	72	0	72	0
Family	133	0	133	0
Total Lives	387	1	387	1
Stop Loss Insurance				
Specific Deductible	\$65,000		\$65,000	
Aggregate Corridor	120%		120%	
Contract Basis	Paid		Paid	
Coverage Included	Medical/RX/Dental		Medical/RX/Dental	
Stop Loss Premium (Spec & Agg)				
Employee Only	\$81.12	\$81.12	\$96.54	\$96.54
Single Plus Dependent or EECH	\$142.76	\$142.76	\$169.90	\$169.90
Family	\$210.86	\$210.86	\$250.94	\$250.94
Annual Specific & Aggregate Premium	\$638,017		\$759,296	
Percent Change			19.0%	
Aggregate Stop Loss Attachment Point				
Employee Only	\$483.31	\$499.26	\$520.52	\$537.70
Single Plus Dependent or EECH	\$850.64	\$878.70	\$916.14	\$946.36
Family	\$1,256.62	\$1,298.09	\$1,353.38	\$1,398.04
Total Expected Claims	\$3,168,383		\$3,412,340	
Total Maximum Claims at 120% of Expected	\$3,802,059		\$4,094,808	
Percent Change			7.7%	
Administrative Fee				
Administrative Fee Percent of Claims	7.4%		7.4%	
Expected Administrative Fee	\$234,460		\$252,513	
Maximum Administrative Fee	\$281,352		\$303,016	
Total Expected Cost				
Equals Annual Spec & Agg Prem + Expected Claims + Admin Fees	\$4,040,860		\$4,424,149	
Total Maximum Cost				
Equals Annual Spec & Agg Prem + Maximum Claims + Admin Fees	\$4,721,428		\$5,157,120	
Percent Change Expected			9.5%	
Percent Change Maximum			9.2%	
Minimum Aggregate Deductible	\$3,771,562		\$4,035,036	

*Blue Card Fees are not included in this illustration



Cass County Government

Effective Date	Current		Renewal	
	1/1/2014		1/1/2015	
Plan Design Basics	Special SC 100	Special SC 100 OOA	Special SC 100	Special SC 100 OOA
Actual Subscribers at time of each renewal calculation	363		388	
Adjusted Subscribers to Current				
Employee Only	182	1	182	1
Single Plus Dependent or EECH	72	0	72	0
Family	133	0	133	0
Total Lives	387	1	387	1
Suggested Funding Levels based on Expected Claims				
Employee Only	\$513.68	\$527.96	\$562.41	\$577.78
Single Plus Dependent or EECH	\$904.08	\$929.20	\$989.85	\$1,016.89
Family	\$1,335.53	\$1,372.65	\$1,462.22	\$1,502.19
Annual Funding at Expected Claims	\$4,040,844		\$4,424,170	
Percent Change			9.5%	
Suggested Funding Levels based on Maximum Claims				
Employee Only	\$600.19	\$617.33	\$655.58	\$674.03
Single Plus Dependent or EECH	\$1,056.35	\$1,086.48	\$1,153.83	\$1,186.29
Family	\$1,560.47	\$1,605.01	\$1,704.47	\$1,752.43
Annual Funding at Maximum Claims	\$4,721,419		\$5,157,118	
Percent Change			9.2%	



Cass County Government

	Current	Renewal
Effective Date	1/1/2014	1/1/2015
Plan Design Basics	Dental 104	Dental 104
Actual Subscribers at time of each renewal calculation	332	357
Adjusted Subscribers to Current		
Employee Only	213	213
Family	144	144
Total Lives	357	357
Stop Loss Insurance		
Specific Deductible	\$65,000	\$65,000
Aggregate Corridor	120%	120%
Contract Basis	Paid	Paid
Coverage Included	Medical/RX/Dental	Medical/RX/Dental
Aggregate Stop Loss Attachment Point		
Employee Only	\$55.02	\$55.02
Family	\$143.48	\$143.48
Total Expected Claims	\$323,804	\$323,804
Total Maximum Claims at 120% of Expected	\$388,565	\$388,565
Percent Change		0.0%
Administrative Fee		
Administrative Fee Percent of Claims	7.4%	7.4%
Expected Administrative Fee	\$23,961	\$23,961
Maximum Administrative Fee	\$28,754	\$28,754
Total Expected Cost		
Equals Annual Expected Claims + Admin Fees	\$347,765	\$347,765
Total Maximum Cost		
Equals Annual Maximum Claims + Admin Fees	\$417,319	\$417,319
Percent Change Expected		0.0%
Percent Change Maximum		0.0%
Minimum Aggregate Deductible	\$3,771,562	\$4,035,036

*Blue Card Fees are not included in this illustration

Suggested Funding Levels based on Expected Claims		
Employee Only	\$49.24	\$49.24
Family	\$128.41	\$128.41
Annual Funding at Expected Claims	\$347,750	\$347,750
Percent Change		0.0%
Suggested Funding Levels based on Maximum Claims		
Employee Only	\$59.09	\$59.09
Family	\$154.10	\$154.10
Annual Funding at Maximum Claims	\$417,319	\$417,319
Percent Change		0.0%

Self Funded Renewal Assumptions

Group Requirements

Minimum employee participation is 70% of eligible employees

Minimum employee participation is 70% of eligible employees

BCBSND is the only health carrier offered

BCBSND is the only Stop-Loss Carrier allowed.

Prescription Drugs

Prime Therapeutics is the Pharmacy Benefits Manager for BCBSND

Rx Deemed Creditable

Pricing

BCBSND reserves the right to rerate if enrollment changes +/- 15% in one month, or +/- 30% in three months during contract period.

Applicable BlueCard® fees and compensation will apply

Affordable Care Act (ACA)

Assumes Grandfathered status

Pricing does not include the Patient Centered Research Outcomes (PCORI) Tax and the Transitional Reinsurance fees.

The Patient Centered Research Outcomes Tax is \$2 per member per year in 2014 and has not been released for 2015.

The Transitional Reinsurance fee is \$5.25 per member per month in 2014 and \$3.67 per member per month in 2015.

These fees are subject to change by the Federal Government.



Office of the Sheriff

Paul D. Laney, Sheriff

RECEIVED

OCT 22 2014

CASS COUNTY COMMISSION

October 17, 2014

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

Re: Professional Services Agreement with the cities of Casselton, Mapleton, Kindred, and Horace

Chairman Ken Pawluk,

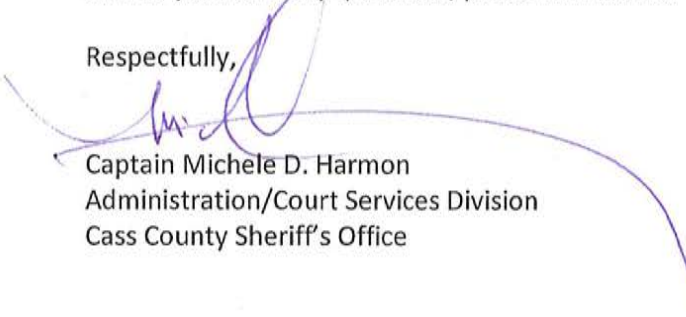
Attached are the contracts for law enforcement services for the cities of Casselton, Mapleton, Kindred, and Horace. These contracts are effective January 1, 2015, through December 31, 2015.

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

Move to authorize the chairman to sign the Professional Services Agreements with the cities of Casselton, Mapleton, Kindred and Horace for law enforcement services effective January 1, 2015 through December 31, 2015.

Should you have any questions, please contact our office.

Respectfully,


Captain Michele D. Harmon
Administration/Court Services Division
Cass County Sheriff's Office

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

AGREEMENT - SHERIFF'S SERVICE CONTRACT

THIS AGREEMENT made and entered into this 17th day of October 2014, by and between the County of Cass, hereinafter referred to as the "County", and the City of Casselton, hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, the City is desirous of contracting with the County for the performance of the hereinafter described law enforcement services within its boundaries by the County of Cass through the Sheriff thereof; and

WHEREAS, the County of Cass is agreeable to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized and not forbidden by North Dakota State Law.

NOW, THEREFORE, it is agreed as follows:

1. The County agrees, through the Sheriff of the County of Cass, to provide police services within the corporate limits of City as defined and mutually agreed upon between the Sheriff and City. The services will normally be provided by an individual officer specifically assigned to the City by the Sheriff with the advice and consent of the City Council. While so assigned, it is understood that the individual officer will, other than for emergency situations, be performing police services for the City rather than for the County.

Except as otherwise hereinafter specifically set forth, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff of the County of Cass under the Charter of said County and Statutes of this State. The City does hereby contract with the Sheriff's Department to exercise all the police powers and duties of a city police officer while enforcing local ordinances.

2. The City Council shall make recommendations and comments on any police matters to the Sheriff. The rendition of such service, the standards of performance, the discipline of the officer and other matters incident to the performance of such service and the control of the officer or officers so employed, shall remain in the county. In the event of dispute between the parties as to the extent of the duties and functions to be rendered hereunder, or the minimum level of manner of performance of such service, the determination thereof made by the Sheriff of the county shall be final and conclusive as between the parties hereto.
3. The officers assigned to the city will remain the employee of the County for all purposes, including liability, tax, worker's compensation and employee benefits. The County will provide the vehicle and all uniforms, equipment, supplies and training for the officers.
4. Violations of statutes or ordinances within the jurisdiction of the City Municipal Court will be issued citations for said Court. Violations exceeding the jurisdiction of the Municipal Court will be issued citations or warrants for the District Court.
5. The City will pay the County for providing the above services an annual amount of \$135,136.00 pro-rated on a monthly basis. Unless renewed in

writing, this agreement will be effective January 1, 2015, through December 31, 2015.

IN WITNESS WHEREOF, the City of Casselton, by resolution duly adopted by its City Council, caused this agreement to be signed by its Mayor and attested by its City Auditor and the County of Cass by order of its Board of County Commissioners, has caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed thereto and attested by the County Auditor, all on the day and year first above written.

ATTEST:

CITY OF CASSELTON, NORTH DAKOTA

City Auditor

Mayor

ATTEST:

COUNTY OF CASS, NORTH DAKOTA

County Auditor

Chairman, County Commission

APPROVED AS TO FORM:

State's Attorney

AGREEMENT - SHERIFF'S SERVICE CONTRACT

THIS AGREEMENT made and entered into this 17th day of October 2014, by and between the County of Cass, hereinafter referred to as the "County", and the City of Horace, hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, the City is desirous of contracting with the County for the performance of the hereinafter described law enforcement services within its boundaries by the County of Cass through the Sheriff thereof; and

WHEREAS, the County of Cass is agreeable to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized and not forbidden by North Dakota State Law.

NOW, THEREFORE, it is agreed as follows:

1. The County agrees, through the Sheriff of the County of Cass, to provide police services within the corporate limits of City as defined and mutually agreed upon between the Sheriff and City. The services will normally be provided by an individual officer specifically assigned to the City by the Sheriff with the advice and consent of the City Council. While so assigned, it is understood that the individual officer will, other than for emergency situations, be performing police services for the City rather than for the County.

Except as otherwise hereinafter specifically set forth, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff of the County of Cass under the Charter of said County and Statutes of this State. The City does hereby contract with the Sheriff's Department to exercise all the police powers and duties of a city police officer while enforcing local ordinances.

2. The City Council shall make recommendations and comments on any police matters to the Sheriff. The rendition of such service, the standards of performance, the discipline of the officer and other matters incident to the performance of such service and the control of the officer or officers so employed, shall remain in the county. In the event of dispute between the parties as to the extent of the duties and functions to be rendered hereunder, or the minimum level of manner of performance of such service, the determination thereof made by the Sheriff of the county shall be final and conclusive as between the parties hereto.
3. The officers assigned to the city will remain the employee of the County for all purposes, including liability, tax, worker's compensation and employee benefits. The County will provide the vehicle and all uniforms, equipment, supplies and training for the officers.
4. Violations of statutes or ordinances within the jurisdiction of the City Municipal Court will be issued citations for said Court. Violations exceeding the jurisdiction of the Municipal Court will be issued citations or warrants for the District Court.
5. The City will pay the County for providing the above services an annual amount of \$30,329.00 pro-rated on a monthly basis. Unless renewed in

writing, this agreement will be effective January 1, 2015, through December 31, 2015.

IN WITNESS WHEREOF, the City of Horace, by resolution duly adopted by its City Council, caused this agreement to be signed by its Mayor and attested by its City Auditor and the County of Cass by order of its Board of County Commissioners, has caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed thereto and attested by the County Auditor, all on the day and year first above written.

ATTEST:

CITY OF HORACE, NORTH DAKOTA

City Auditor

Mayor

ATTEST:

COUNTY OF CASS, NORTH DAKOTA

County Auditor

Chairman, County Commission

APPROVED AS TO FORM:

State's Attorney

AGREEMENT - SHERIFF'S SERVICE CONTRACT

THIS AGREEMENT made and entered into this 17th day of October 2014, by and between the County of Cass, hereinafter referred to as the "County", and the City of Kindred, hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, the City is desirous of contracting with the County for the performance of the hereinafter described law enforcement services within its boundaries by the County of Cass through the Sheriff thereof; and

WHEREAS, the County of Cass is agreeable to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized and not forbidden by North Dakota State Law.

NOW, THEREFORE, it is agreed as follows:

1. The County agrees, through the Sheriff of the County of Cass, to provide police services within the corporate limits of City as defined and mutually agreed upon between the Sheriff and City. The services will normally be provided by an individual officer specifically assigned to the City by the Sheriff with the advice and consent of the City Council. While so assigned, it is understood that the individual officer will, other than for emergency situations, be performing police services for the City rather than for the County.

Except as otherwise hereinafter specifically set forth, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff of the County of Cass under the Charter of said County and Statutes of this State. The City does hereby contract with the Sheriff's Department to exercise all the police powers and duties of a city police officer while enforcing local ordinances.

2. The City Council shall make recommendations and comments on any police matters to the Sheriff. The rendition of such service, the standards of performance, the discipline of the officer and other matters incident to the performance of such service and the control of the officer or officers so employed, shall remain in the county. In the event of dispute between the parties as to the extent of the duties and functions to be rendered hereunder, or the minimum level of manner of performance of such service, the determination thereof made by the Sheriff of the county shall be final and conclusive as between the parties hereto.
3. The officers assigned to the city will remain the employee of the County for all purposes, including liability, tax, worker's compensation and employee benefits. The County will provide the vehicle and all uniforms, equipment, supplies and training for the officers.
4. Violations of statutes or ordinances within the jurisdiction of the City Municipal Court will be issued citations for said Court. Violations exceeding the jurisdiction of the Municipal Court will be issued citations or warrants for the District Court.
5. The City will pay the County for providing the above services an annual amount of \$30,329.00 pro-rated on a monthly basis. Unless renewed in

writing, this agreement will be effective January 1, 2015, through December 31, 2015.

IN WITNESS WHEREOF, the City of Kindred, by resolution duly adopted by its City Council, caused this agreement to be signed by its Mayor and attested by its City Auditor and the County of Cass by order of its Board of County Commissioners, has caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed thereto and attested by the County Auditor, all on the day and year first above written.

ATTEST:

CITY OF KINDRED, NORTH DAKOTA

City Auditor

Mayor

ATTEST:

COUNTY OF CASS, NORTH DAKOTA

County Auditor

Chairman, County Commission

APPROVED AS TO FORM:

State's Attorney

AGREEMENT - SHERIFF'S SERVICE CONTRACT

THIS AGREEMENT made and entered into this 17th day of October 2014, by and between the County of Cass, hereinafter referred to as the "County", and the City of Mapleton, hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, the City is desirous of contracting with the County for the performance of the hereinafter described law enforcement services within its boundaries by the County of Cass through the Sheriff thereof; and

WHEREAS, the County of Cass is agreeable to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized and not forbidden by North Dakota State Law.

NOW, THEREFORE, it is agreed as follows:

1. The County agrees, through the Sheriff of the County of Cass, to provide police services within the corporate limits of City as defined and mutually agreed upon between the Sheriff and City. The services will normally be provided by an individual officer specifically assigned to the City by the Sheriff with the advice and consent of the City Council. While so assigned, it is understood that the individual officer will, other than for emergency situations, be performing police services for the City rather than for the County.

Except as otherwise hereinafter specifically set forth, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff of the County of Cass under the Charter of said County and Statutes of this State. The City does hereby contract with the Sheriff's Department to exercise all the police powers and duties of a city police officer while enforcing local ordinances.

2. The City Council shall make recommendations and comments on any police matters to the Sheriff. The rendition of such service, the standards of performance, the discipline of the officer and other matters incident to the performance of such service and the control of the officer or officers so employed, shall remain in the county. In the event of dispute between the parties as to the extent of the duties and functions to be rendered hereunder, or the minimum level of manner of performance of such service, the determination thereof made by the Sheriff of the county shall be final and conclusive as between the parties hereto.
3. The officers assigned to the city will remain the employee of the County for all purposes, including liability, tax, worker's compensation and employee benefits. The County will provide the vehicle and all uniforms, equipment, supplies and training for the officers.
4. Violations of statutes or ordinances within the jurisdiction of the City Municipal Court will be issued citations for said Court. Violations exceeding the jurisdiction of the Municipal Court will be issued citations or warrants for the District Court.
5. The City will pay the County for providing the above services an annual amount of \$19,633.00 pro-rated on a monthly basis. Unless renewed in

writing, this agreement will be effective January 1, 2015, through December 31, 2015.

IN WITNESS WHEREOF, the City of Mapleton, by resolution duly adopted by its City Council, caused this agreement to be signed by its Mayor and attested by its City Auditor and the County of Cass by order of its Board of County Commissioners, has caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed thereto and attested by the County Auditor, all on the day and year first above written.

ATTEST:

CITY OF MAPLETON, NORTH DAKOTA

City Auditor

Mayor

ATTEST:

COUNTY OF CASS, NORTH DAKOTA

County Auditor

Chairman, County Commission

APPROVED AS TO FORM:

State's Attorney