

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 August 11, 2022:

- Red River Children's Advocacy—agreement and application for Edward Byrne JAG grant;
- Northern States Excavating, Inc.—ditch cleaning and culvert installation on Cass Highway 6 and Cass Highway 9 near Addison Township.

RED RIVER CHILDREN'S ADVOCACY JAG GRANT APPLICATION

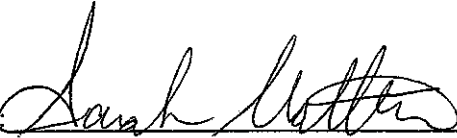
SUGGESTED MOTION: Move to approve and authorize the Chair to sign the agreement and application with Red River Children's Advocacy for the Edward Byrne JAG grant.

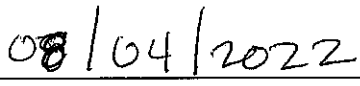
**AGREEMENT BETWEEN CASS
COUNTY AND THE RED RIVER
CHILDREN'S ADVOCACY CENTER**

1. Cass County (**County**) shall apply for a Justice Assistance Grant (the **Grant**) for the year 2023 and provide any proceeds received under the Grant to the Red River Children's Advocacy Center (**RRCAC**), located at 100 4th ST. S. Suite 302, Fargo, ND, conditioned upon **RRCAC's** compliance with all the terms and conditions of the **Grant** and in accordance with any subsequent provisions, requirements and assurance promulgated by the State of North Dakota that apply to the **Grant**. Any subsequent requirements shall be specifically incorporated herein.
2. The **County** shall provide the **Grant** funds to **RRCAC** only on the condition that said funds shall be available from the State of North Dakota. Failure of the **County** to receive grant funds from the State of North Dakota shall cause this agreement to be terminated. If the **County** receives funds less than the full amount anticipated in the contract, **RRCAC** will receive the lesser amount.
3. **RRCAC** agrees to, and shall follow and adhere to, all the provisions, requirements, and assurances of the Financial Assistance Award as set forth in Federal Register Vol. 78, No. 248, December 26, 2013, OMB Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards. Further, **RRCAC** agrees to and shall follow any subsequent provisions, requirements and assurances promulgated by the state of North Dakota and applicable to the **Grant**. Failure to adhere to the above mentioned requirements, provisions, and assurances shall cause this Agreement to be terminated at the discretion of the **County** or State.
4. The parties agree to hold each other harmless from any and all liability, claims, damages and litigations arising from, or under the terms of this Agreement. **RRCAC**, its officers, and agents and employees and assigns agree to hold the State of North Dakota Harmless from and all liability, claims, damages and litigations arising from, or under the terms of the Agreement.
5. **RRCAC** and the **County** understand that the ownership of any equipment purchased under the terms and conditions of this agreement and costing \$5000 or more remains with the County and ownership of any equipment costing less than \$5,000 shall remain with **RRCAC** upon completion of the project.
6. This agreement shall be binding upon **RRCAC** and its successors and assigns, except that **RRCAC** may not assign or transfer its rights without prior written consent of the **County** and the State. This Agreement shall inure to the benefit of the **County** and its successors and assigns.
7. All federal and state laws insofar as are applicable shall be specifically made a part of this Agreement.
8. This agreement shall be governed by the laws of the State of North Dakota. In the event any provisions of this Agreement shall be held invalid or unenforceable by any court of competent

jurisdiction, such holding shall not invalidate or render unenforceable the remaining provisions.

9. The terms and conditions of this Agreement may only be amended or supplemented by written agreement of both parties and with the concurrence of the State of North Dakota to make amendment or supplement. The **County** and **RRCAC** agree that no oral changes or modification of this Agreement shall be allowed and no claim based upon any purported oral change or modification shall be made.
10. It is agreed between the parties that this agreement is the full and complete agreement between the parties and that there are no oral agreements understandings between the parties other than what has been reduced to writing herein.
11. All information contained in the application as stated by **RRCAC** is correct and accurate, any material misstatement verified by the State of North Dakota may be considered a breach of the grant awarded document, and may result in the termination of the grant awarded and the discretion of the state.
12. The Grant Award and Acceptance and the Certified Conditions Justice Assistance Grant (JAG) Program are incorporated and made a part of this Agreement. All of the requirements of the grant regarding activities to be performed, time schedules, project policies, flow-through requirements, dollar limitations of the agreement, cost principals used in determining allowable costs and all other grant conditions, policies and procedures must be followed by **RRCAC**.
13. This agreement shall be effective upon the later date below.

BY 
Red River Children's Advocacy Center


Date

Cass County Representative

08-15-2022
Date

Edward Byrne Justice Assistance Grant (JAG) AND LOTTERY GRANT APPLICATION
OFFICE OF THE ATTORNEY GENERAL

Project Period 1/1/2023-12/31/2023

I – APPLICATION OVERVIEW

Subrecipients are state agencies, units of local government (such as a city or county), or other general-purpose political subdivisions of a state or Indian Tribe.			
Subrecipient Level of Government (Check One)			
State	County	City/Town	Indian Tribe

Name of Subrecipient (City, County, State Agency)	Unique Entity Identifier - required	Subrecipient Phone	
Suprecipient Street Address	City	State	Zip Code
Suprecipient Contact Name	Title		
Email Address			

The authorized official must have the legal authority to commit the subrecipient to a contract or other agreement. Overall responsibility for the administration of the project rests with this individual. Examples: mayor, city or county auditor, director of the state agency, or Tribal Chairperson.			
Name of Authorized Official	Title	Phone	
Street Address	City	State	Zip Code
Email Address			

The Project Director has the direct responsibility for implementation of the project activities. This person will prepare and submit all progress reports as required by the Office of Attorney General. Examples: task force coordinator or executive director.			
Name of Project Director	Title	Phone	
Street Address	City	State	Zip Code
Email Address			

The Implementing Agency has direct responsibility for carrying out the activities of the grant.

Type of Implementing Agency (Check all that apply)				
Law Enforcement	Treatment	Prosecution Courts	Corrections Victim/Witness	Domestic Violence Other

Name of Implementing Agency

The Fiscal Officer has the responsibility of the financial administration of the project. This person prepares and submits all financial reports as required by the Office of Attorney General. Examples: city or county auditor, fiscal designee, or it can also be the project director.

Name of Fiscal Officer	Title	Phone
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Street Address	City	State	Zip Code
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Email Address

Authorized Program Area: (select all that apply)

- | | | |
|----------------------|--|---|
| Law Enforcement | Corrections/Community Corrections | Crime Victim and Witness Programs (other than compensation) |
| Prosecution/Courts | Drug Treatment | |
| Prevention/Education | Planning/Evaluation/Technology Improvement | |

Multi-agency Project (two or more)?

Yes No

Multijurisdictional Project (two or more)?

Yes No

II - BUDGET NARRATIVE & CALCULATIONS – All budget categories calculate the total cost in the column on the right. DO NOT USE SPECIAL CHARACTERS (example: \$, commas, letters, etc.) ONLY USE NUMBERS. Please round to the nearest dollar. Applicants should indicate the total cost for each category of the proposed project.

A. Personnel - List each position by type. Compensation for employees engaged in grant activities must be consistent with that paid for similar work within the surrounding areas. Fringe benefits should be based on actual known costs or an established formula. Fringe benefits may include common items such as payroll taxes, health and life insurance, and retirement contributions. NOTE: Salary Cap (Wages and Fringe) \$52,000 for prosecutors and \$42,000 all other personnel. Attach a sheet using this format if you have additional items.

Name/Position - Salary	Salary per Hour, Month or Year	# of Hours, Months or Year	Total Personnel Cost
Name/Position - Fringe	Fringe per Hour, Month or Year	# of Hours, Months or Year	Total Personnel Cost
Total Personnel:			

Narrative – Please provide a detailed description for all personnel expenses.

B. Supplies - List items by type (office supplies, investigative supplies postage, copy paper). Generally, supplies include any materials that are expendable or consumed during the course of the project (**includes equipment under \$5000**). Attach a sheet using this format if you have additional items.

Supply Item	Unit Cost	# of Items	Total Supplies Cost
Total Supplies:			

Narrative – Please provide a detailed description for all supply expenses.

C. Rent - List buildings or locations that require a rent payment.

Rent Item	Cost per Month	# of Months	Total Rent Cost
Total Rent:			

Narrative – Please provide a detailed description for all rent expenses.

D. Communications - List items used for communications (telephone, cell phone charges, etc.) Attach a sheet using [this](#) format if you have additional items.

Communication Items	Estimated Cost Per Month	# of Months	Total Communication Cost
Total Communications:			

Narrative – Please provide a detailed description for all communication expenses.

E. Fuel/Oil/Vehicle Maintenance - List fuel usage, oil changes, vehicle maintenance for all vehicles, leased or owned. Attach a sheet using [this](#) format if you have additional items.

Fuel/Oil/Vehicle Maintenance Items	Estimated Cost Per Month	# of Months	Total Fuel Cost
Total Fuel/Oil/Vehicle Maintenance:			

Narrative – Please provide a detailed description for all fuel/oil/vehicle maintenance expenses.

F. Contractual Services - List service to be provided, anticipated hourly, daily, or monthly rates. Also include expenses to be paid to the consultants in addition to their fees (i.e., travel, meals, lodging, etc.) The maximum rate for consultants is \$650 for an 8-hour day.

Name of Contractor/Consultant (if known)	Purpose of the contract	Total Contractual Cost
Total Contractual Services:		

G. Equipment Rent/Lease - List equipment items to be rented or leased.

Item	Cost Per Item	# of Items	Total Equipment Rent/Lease Cost
Total Equipment Rent/Lease:			

Narrative – Please provide a detailed description for all equipment rent/lease expenses.

H. Travel & Training - List travel expenses for attending trainings, meetings, conference, and other work related travel. State rates will be used for in-state travel, GSA rates for out-of state travel.

Purpose of Travel	Type of Expense (Lodging, Meals, Flight, Registration, Etc.)	Estimated Cost	Number of Days	Number of Staff	Total Travel Cost
Total Travel/Training:					

Narrative – Please provide a detailed description for all travel expenses.

I. Equipment - List non-expendable items that are to be purchased that are **\$5000** or more for each item. Items that do not meet these criteria should be considered Supplies. Rented or leased equipment should be listed in the Equipment Rent/Lease category. Attach a sheet using this format if you have additional items.

Equipment Item	# of Items	Cost per Item	Total Equipment Cost
Total Equipment:			

Narrative – Please provide a detailed description for all equipment expenses. Please list which agency will maintain ownership of the equipment at the end of the grant.

J. Other Costs - List other items that do not fall into the other budget categories. Please list vehicle insurance costs here.

Other Items	# of Items	Cost Per Item	Total Cost
Total Other:			

Narrative – Please provide a detailed description for all other expenses.

III – BUDGET SUMMARY

Category	Total Budget
A. Personnel	
B. Supplies	
C. Rent	
D. Communications	
E. Fuel/Oil/Vehicle Maintenance	
F. Contractual Services	
G. Equipment Rent/Lease	
H. Travel/Training	
I. Equipment	
J. Other Costs	
Total Budget Request	

Only JAG program applications require match. Lottery grant applicants, please disregard.

Grant Funds	\$	of Total Budget
Match	\$	of Total Budget

Source of Matching Funds (JAG only):

IV. AGENCY FUNDING SOURCES

Please list any direct **JAG grant awards** your agency received from the Bureau of Justice Assistance program and list the projects supported by these grant funds. This does not include JAG funds from the ND OAG.

Direct Justice Assistance Grant (JAG) Program	Amount
Projects Supported:	
	\$
	\$
	\$
TOTAL FY ____ AWARD AMOUNT	\$

Please list all other sources of grant funding that support this project's activities.

Funding Sources	Amount
Other (specify):	
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL FUNDING	\$

If the operations of this project are expected to generate income, please discuss possible sources and how it will be used (i.e. asset forfeiture, training fees collected as a result of grant-funded training):

V. PROJECT NARRATIVE

I. Project Description: Briefly describe the project that is proposed. How will this project address specific problems? Include specifics about the services to be provided, how the services will be provided (how often and by whom), and the project accomplishments.

II. Current Efforts: *Clearly define what efforts are currently underway in responding to the problem described in the Project Description.*

III. Collaboration with Other Agencies: *Describe coordination and cooperation between agencies during the past year.*

IV. Describe in detail what plans or steps are being taken to assure continuation of your agency's project after grant funding ends.

VI. PROJECT GOALS, OBJECTIVES, AND PERFORMANCE MEASURES

Stated goals, objectives, and performance measures will be used by the Office of Attorney General to monitor and assess the project's progress in achieving the intended results. Project goals, objectives, and performance measures should be listed in the format below and not referred to in a narrative format.

Overall Project Goals: State the project's goals, in general or broad terms. Goals should address the specific problem/need identified in the application. Goals should be stated in terms of the outcomes that the project wants to achieve. (Example: Reduce the amount of crime committed by persons under the influence of illicit drugs.)

1.	
2.	
3.	
4.	

Objectives (Activities directed at achieving goals): State the project's objectives, in terms of specific steps or benchmarks that will eventually lead to accomplishing the goals. Objectives must be clearly expressed and in measurable terms. (Example: Increase the number of drug-related arrests by 10 percent.)

1.	
2.	
3.	
4.	

Performance Measures (How you measure your project's success): (Example: Number of drug-related arrests)

1.	
2.	
3.	
4.	

VII. ADDITIONAL REQUIRED INFORMATION (Please Attach)

The Drug and Violent Crime Policy Board has adopted a policy stating that applicants failing to submit the following documents with the application will not be considered for funding.

Non-government Agency Applicants (Domestic Violence and Victim Services):

- A third party contract between the agency and the authorized official of the unit local government stating that the unit of local government will be the legal recipient of the federal funds granted to this agency.

Multi-jurisdictional Drug Task Forces:

- Memorandum of Understanding (MOU) between the participating agencies. A copy of the previous year's MOU may be submitted if the participating agencies have remained the same. If any agencies have been removed or added to the task force, a new MOU must be submitted.

Continuation projects (Excludes non-governmental agencies and multijurisdictional drug task forces):

- Letters of continued commitment and collaboration efforts (no more than three) outlining joint collaboration efforts between agencies, OR provide copies of formal agreements between agencies and jurisdictions.

UCR Reporting Requirements:

If the implementing agency is a local law enforcement agency, it:

1. must report crime statistics to the State's Uniform Crime Reporting system
2. must be current in its reporting
3. or must have a plan to become current by January 1, 2023.

In order to keep a JAG award, the implementing agency must maintain current UCR stats through the award period (January 1, 2023, through December 31, 2023). Failure to maintain current UCR statistics will result in award sanctions and/or deobligation.

Please indicate **most recent crime statistics** submitted: _____
month year

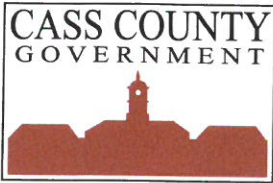
AUTHORIZED SIGNATURES

I certify that the project proposed in this application meets applicable requirements of the Justice Assistance Grant (JAG) Program and Lottery Program, if applicable, that all information presented is correct, and that the applicant will comply with the provisions of the subgrant program and all other applicable federal laws. By appropriate language incorporated in each grant, sub-grant, or other document under which funds are to be disbursed, the undersigned shall assure that the applicable conditions shown above apply to all recipients of these grant funds.

Signature of Authorized Official Date

Signature of Project Director Date

Signature of Fiscal Officer Date



Highway Department

Jason Benson, P.E.
County Engineer

Thomas B. Soucy, P.E.
Deputy County Engineer

Blaine Laaveg
Superintendent

MEMORANDUM

TO: Cass County Commission

FROM: Jason Benson, Cass County Engineer *FOR: Tom Soucy*

DATE: August 11, 2022

SUBJECT: Consent Agenda Item for August 15, 2022 Commission Meeting: CH1801 Ditch Cleaning & Culvert Installation

Attached are the contract documents with Northern States Excavating, Inc. for Ditch Cleaning & Culvert Installation on Cass Highway 9 & 6 on the south and east sides of section 7 of Addison Township in Cass County. We decided to forgo the contract bond on this project due to the small size of the project.

SUGGESTED MOTION: AUTHORIZE CHAIRPERSON TO SIGN PURCHASE ORDER AND CONTRACT DOCUMENTS WITH NORTHERN STATES EXCAVATING, INC. FOR THE DITCH CLEANING & CULVERT INSTALLATION ON THE CASS COUNTY HIGHWAYS STATED ABOVE SUBJECT TO STATE'S ATTORNEYS APPROVAL.

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

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

CONTRACT APPROVAL REQUEST

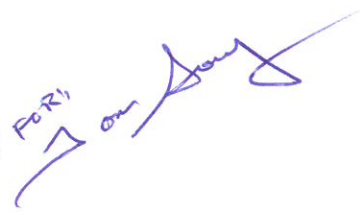
COMPANY REQUESTING CONTRACT:

Northern States Excavating, Inc., 5102 County Road 31, Fargo, ND 58102

DATE OF REQUEST: August 11, 2022

DATE OF EXPECTED RETURN TO THE COMMISSION OFFICE: August 15, 2022

DEPARTMENT HEAD REQUESTING SIGNATURE: **Jason Benson, 701-298-2372**



STATE'S ATTORNEY SIGNATURE: _____

STATE'S ATTORNEY COMMENTS: _____

PORTFOLIO COMMISSIONER SIGNATURE: _____

Request for bids for the Ditch Cleaning & Culvert Installation on Cass Highway 9 & 6 on the south and east sides of section 7 of Addison Township in Cass County was received.

<u>Engineer's Estimate</u>	<u>CH1801</u>	<u>Total</u>
	\$100,475.00	\$100,475.00

The bids were received as follows:

<u>Contractor</u>	<u>CH1801</u>	<u>Total</u>
Northern States Excavating, Inc.	\$97,432.50	\$97,432.50
R.J. Zavoral and Sons, Inc.	\$148,863.00	\$148,863.00
Excavating, Inc.	\$178,249.15	\$178,249.15
Gladden Construction, Inc.	\$198,800.16	\$198,800.16

SUGGESTED MOTION: AUTHORIZE CHAIRPERSON TO SIGN PURCHASE ORDER AND CONTRACT DOCUMENTS WITH NORTHERN STATES EXCAVATING, INC. FOR THE DITCH CLEANING & CULVERT INSTALLATION ON THE CASS COUNTY HIGHWAYS STATED ABOVE SUBJECT TO STATE'S ATTORNEYS APPROVAL.

**CASS COUNTY HIGHWAY DEPARTMENT
CONTRACT**

This agreement made and entered into by Cass County, North Dakota, party of the first part, and **Northern States Excavating, Inc., 5102 County Road 31, Fargo, ND 58102** party of the second part (hereinafter called Contractor), WITNESSETH:

1. That for and in consideration of the payments to be made by the party of the first part, the contractor promises and agrees to furnish and deliver all labor, equipment, and materials, and to pay or cause to be paid as they become due, all claims for any work, labor, materials, equipment, including equipment rental or repair, and other supplies or insurance premiums, all of which are attributable to or utilized in and about the improvement and construction of **Project CH1801**. In accordance and in conformity with the provisions of this contract, the project proposal, the standard specification, supplemental specifications, special provisions, and all of which are hereby made a part of this agreement as fully and to the same effect as if the same had been set forth in the body of this agreement. References in the Standard Specifications for Road and Bridge Construction, 2020 edition, to the North Dakota Department of Transportation or Department must be construed as referring to the owner. Likewise, a reference by the same works to engineer or director must be construed as referring to the owner of the project.

2. The party of the first part agrees and promises to pay to the Contractor for said work, when completed and accepted in accordance with the provisions of this contract, the price set forth in the said proposal, amounting approximately to **Ninety Seven Thousand, Four Hundred Thirty Two Dollars and Fifty Cents (\$97,432.50)** payments to be made as provided in said specifications upon presentation of the proper certificates of the County Engineer, or his representatives, and under the terms of this contract.

3. The said work shall be done in accordance with the terms of this contract, and the laws of the State of North Dakota, under direct supervision and to the entire satisfaction of the County Highway Department, subject at all times to the inspection and approval of the engineer.

4. The decision of the engineer upon questions connected with the execution of this agreement or any failure or delay in the prosecution of the work by the Contractor shall be final and conclusive.

5. In the employment of labor, other things being equal, preference shall be given to honorably discharged Veterans of the Armed Forces, and bona fide North Dakota residents, as determined by NDCC Section 43-07-20.

6. The Contractor shall begin construction work when so ordered by the Cass County Highway Department and shall maintain at all times thereon a maximum and efficient working force necessary to complete the work within the time established by this contract.

IN WITNESS THEREOF, the parties to this contract have set their hands and seal this ____ day of _____ 2022.

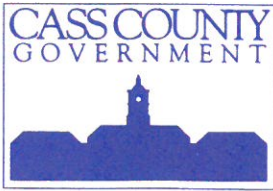
CASS COUNTY NORTH DAKOTA

Chairperson, Cass County Board of Commissioners

Contractor

WITNESS TO CONTRACTOR'S SIGNATURE

By _____
Title _____



PURCHASE ORDER

PAGE: 1
 P.O. NO.: 152128
 DATE: 08/15/22

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

NORTHERN STATES EXCAVATING, IN
 5102 16TH ST N
 FARGO, ND 58102-1878

SHIP TO:

CASS COUNTY GOVERNMENT
 COUNTY ENGINEER
 1201 WEST MAIN AVENUE
 WEST FARGO, ND 58078

VENDOR NO.		8442			
DELIVER BY	SHIP VIA	F.O.B.	TERMS		
08/15/22			NET		
CONFIRM BY		CONFIRM TO		REQUISITIONED BY	
		HALLAND, SHARI K		JASON BENSON	
FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT	REQ. NO.	REQ. DATE
		211-4001-431.45-75	CH180LNSE		08/15/22
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	1.00	EA	DITCH CLEANING AND CULVERT INSTALLATION	97432.5000	97432.50
SUB-TOTAL					97432.50
					97432.50

AUTHORIZED BY _____ COUNTY OFFICIAL