

## 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 March 29, 2023:

- Stutsman County Correctional Center—contract for pretrial detention or incarceration of adult inmates;
- Cass County Weed Control—amended weed control work order for various county owned properties.



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# Office of the Sheriff

Jesse Jahner, Sheriff

March 27, 2023

Mr. Chad Peterson – Chair  
Cass County Commission  
Via email

Chairman Peterson,

I am writing to request consideration at the next meeting of the Cass County Commission, for approval of a written agreement with Stutsman County Correctional Center.

Stutsman County is one of the primary facilities that we have been using to house Cass County prisoners under our contingency population management efforts. They have requested that we complete a formal agreement to continue this practice.

The enclosed agreement has been reviewed and approved by the Cass County State's Attorney's Office, and is satisfactory to the Sheriff's Office as well. The agreement formalizes our current arrangement to house prisoners and makes no material changes financially or in practice.

Sincerely,

Capt. Andrew Frobig  
Jail Administrator

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**Cass County Sheriff**  
**Law Enforcement Center**  
1612 23rd Avenue North  
P.O. Box 488  
Fargo, North Dakota 58107-0488  
Phone: 701-241-5800  
Fax: 701-241-5806

**Cass County Sheriff**  
**Courthouse**  
211 9th Street South  
P.O. Box 488  
Fargo, North Dakota 58107-0488  
Phone: 701-241-5800  
Fax: 701-241-5805

**Cass County Jail**  
450 34th Street South  
Fargo, North Dakota 58103  
Phone: 701-271-2900  
Fax: 701-271-2967



**CONTRACT APPROVAL**

**REQUIRED BY DEPARTMENT:**

DEPARTMENT: Sheriff's Department DATE OF REQUEST: 03-27-2023

COMPANY REQUESTING CONTRACT: Stutsman County Correctional Center

BRIEF PROJECT DESCRIPTION: Contract for pretrial detention or incarceration of adult inmates

NEW CONTRACT OR  CONTRACT RENEWAL

**REQUIRED BY STATE'S ATTORNEY OFFICE:**

STATE'S ATTORNEY SIGNATURE: \_\_\_\_\_ DATE \_\_\_\_\_

STATE'S ATTORNEY COMMENTS:

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## Contract for Pretrial Detention or Incarceration of Adult Inmate at SCCC

The parties to this contract are the Stutsman County, acting through the Stutsman County Correctional Center (SCCC) and Cass County, (NEIGHBOR COUNTY/CITY);

### 1. DEFINITIONS

The term "inmate" means any individual, whether in pretrial, unsentenced, or sentenced status, as defined by the SCCC.

### 2. TERMS

The term of this contract is for a period of **Twelve (12)** months, commencing on **March 20, 2023**, and remains in effect unless inactivated in writing by either party.

### 3. TERMINATION

Either party may terminate this contract for any reason with written notice at least thirty (30) calendar days in advance of termination, unless an emergency situation requires the immediate relocation of NEIGHBOR COUNTY/CITY inmates. Termination does not excuse financial obligations incurred prior to the notice or during the 30 day window subsequent to drafting or delivery of the notice.

### 4. RENEWAL

This contract will automatically renew. The SCCC will provide written notice to NEIGHBOR COUNTY/CITY of its intent to modify this contract at least thirty (30) calendar days in advance of modification date.

### 5. SCOPE OF SERVICE

The SCCC, in exchange for the compensation paid by the NEIGHBOR COUNTY/CITY under this contract, agrees to provide the following services:

- The SCCC shall accept and provide for the secure custody, safekeeping, housing, subsistence and care of NEIGHBOR COUNTY/CITY inmates in accordance with all state and local laws, standards, regulations, policies and court orders applicable to the operation of the facility.

**The SCCC will not guarantee any inmate population under this contract.**

### 6. COMPENSATION

NEIGHBOR COUNTY/CITY will pay for the services provided by the SCCC under this contract an amount not to exceed **\$75.00** per inmate per day, to be paid monthly. The SCCC shall bill the NEIGHBOR COUNTY/CITY for the day the inmate is admitted to the SCCC, but not the day of discharge from the SCCC.

### 7. RIGHT OF REFUSAL

The SCCC has the right to refuse to provide service for any NEIGHBOR COUNTY/CITY inmate that becomes, in the sole reasonable discretion of the SCCC administration, abnormally dangerous to self, others, or property or becomes abnormally burdensome financially, medically, supervisory, or otherwise. If the SCCC deems an inmate of the NEIGHBOR COUNTY/CITY abnormally burdensome or abnormally dangerous the SCCC may refuse receipt of the inmate, or if the condition develops after SCCC's initial receipt of custody, notify the NEIGHBOR COUNTY/CITY of the determination, and direct the NEIGHBOR COUNTY/CITY to appear at the SCCC and resume custody of the inmate. Additionally, NEIGHBOR COUNTY/CITY has pursuant to this agreement agreed to hold harmless and indemnify the SCCC.

### 8. AUTHORITY

This contract is entered into under Chapter 12-44.1 of the North Dakota Century Code.

#### **9. APPLICABLE LAW AND VENUE**

This contract is 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 Stutsman County, North Dakota.

#### **10. MERGER AND MODIFICATION**

This contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this contract. This contract may not be modified, supplemented, or amended, in any manner, except by written agreement signed by both parties.

#### **11. TRANSPORT**

NEIGHBOR COUNTY/CITY is responsible for transporting its inmates to and from the SCCC, initially, finally, and as needed intermittently for court appearances in the NEIGHBOR COUNTY/CITY or any other trip ordered or necessary that exceeds 10 miles round trip from the SCCC. The SCCC will transport as needed within the city limits of Jamestown, North Dakota. Note exception in section 13 below for ambulance services.

- In the event SCCC provides Guard/Transportation service the NEIGHBOR COUNTY/CITY shall pay the SCCC Guard/Transportation Hourly Rate of **\$29.00** per hour per SCCC guard/transportation staff member. Mileage shall be reimbursed by NEIGHBOR COUNTY/CITY at the General Services Administration (GSA) Federal Travel Regulation Mileage Rate for Guard/Transportation of NEIGHBOR COUNTY/CITY inmate that exceeds 10 miles round trip from the SCCC.

#### **12. RIGHT OF ENTRY**

NEIGHBOR COUNTY/CITY is given right to enter the SCCC under reasonable conditions and subject to SCCC policy to inspect the SCCC and the inmate's condition.

#### **13. EXPENSES OF DIAGNOSIS AND TREATMENT**

NEIGHBOR COUNTY/CITY is fully financially responsible for the costs and expenses stemming from or associated with diagnosis and/or treatment of medical, psychological, and/or addiction conditions of the NEIGHBOR COUNTY'S/CITY'S inmate. The NEIGHBOR COUNTY/CITY is financially responsible for these services whether the inmate was malingering or suffering from an authenticated condition; whether the initial recognition of the condition was by the inmate or SCCC staff; and whether the costs or expenses were incurred at the SCCC, in transport, at a treatment facility, or when otherwise in custody of the SCCC. Although SCCC may be required by law, policy, rules or regulations to provide these services for anyone in its facility, the NEIGHBOR COUNTY agrees to pay the full cost and expenses billed by the service provider for services rendered to the NEIGHBOR COUNTY'S/CITY'S inmate. NEIGHBOR COUNTY/CITY is responsible for costs of ambulance transport to treatment provider even if the transport is to a facility inside of the city limits of Jamestown, North Dakota.

- If NEIGHBOR COUNTY/CITY inmate is admitted to any medical or psychiatric hospital within or outside the city limits of Jamestown, North Dakota and guard/transportation duty is required the NEIGHBOR COUNTY/CITY will provide guard/transportation duty for admissions exceeding 12 hours from time of admission. The SCCC shall be reimbursed by the NEIGHBOR COUNTY/CITY at an Hourly Rate of **\$29.00** per hour per SCCC guard/transportation staff member. Mileage shall be reimbursed by NEIGHBOR COUNTY/CITY at the General Services Administration (GSA) Federal

Travel Regulation Mileage Rate for guard/transportation outside the city limits of Jamestown, North Dakota.

**14. PRISON RAPE ELIMINATION ACT (PREA)**

The SCCC shall comply with the Prison Rape Elimination Act (PREA), 42, U.S.C. § 15601. est.seq., and all applicable PREA standards for the prevention, detection, monitoring, investigation, and eradication of any form of sexual abuse and sexual harassment within the SCCC. This includes the education of staff, volunteers, contractors, and inmates.

**15. INDEMNIFICATION**

NEIGHBOR COUNTY/CITY shall defend, indemnify, and hold harmless the SCCC, Stutsman County, City of Jamestown, and their respective employees and officers from any and all claims of any nature arising out of this contract, except of course damages directly caused by the neglect of any of the SCCC, Stutsman County, City of Jamestown, and their employees and /or officers, must be free from conflict of interest even if that necessitates NEIGHBOR COUNTY'S/CITY'S hiring of one or more separate legal counsel. NEIGHBOR COUNTY/CITY will also defend, indemnify, hold harmless SCCC, Stutsman County, City of Jamestown, and their respective employees and officers for all costs, expenses, and attorney's fees incurred in the establishing and litigating the indemnification coverage provide in this section. The obligation in this section shall continue after termination of the contract, and during any extension or renewal of it.

**16. FORCE MAJEURE**

Neither party shall be held responsible for default caused by fire nature, acts of God or war if the event is beyond the party's control and the affected party provides reasonable prompt notice of the event causing the delay or default or which is reasonably expected to cause delay or default.

\_\_\_\_\_  
Mark Klose  
Stutsman County Commission Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature Neighbor County/City

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

# Cass County Weed Control

## Weed Control Work Order

This agreement for noxious or troublesome weed spraying is made between Cass County Commission hereinafter CLIENT and Cass County Weed Control hereinafter WEED CONTROL, for the control of noxious and troublesome weeds on land with the legal description being various county owned flood buy out lots and other county owned properties.

THE PARTIES STIPULATE AND AGREE AS FOLLOWS:

- 1) WEED CONTROL will use only approved herbicides and apply as per herbicide label instructions. Herbicides to be used Tordon, Overdrive, 2,4-D, Milestone, Mec Amine-D, Esplanade EZ, glyphosate
- 2) WEED CONTROL will notify the North Dakota Department of Health of intent to apply herbicides on or in water and provide a copy of the notice to CLIENT.
- 3) WEED CONTROL agrees to take steps to control noxious or troublesome weeds with WEED CONTROL available resources. WEED CONTROL may hire commercial spray applicators if deemed necessary upon approval of CLIENT.
- 4) WEED CONTROL will bill CLIENT for services rendered as per the following rates:

a. ATV sprayer and labor	\$55.00/hr.
b. Labor with hand sprayer	\$30.00/hr.
c. Mileage	\$0.90/mile
d. Mileage – pickup	\$0.655/mile
e. Herbicides and additives	at cost
f. Commercial applicator	at cost
- 5) CLIENT will pay within 30 days of receipt of bill.
- 6) CLIENT will notify Weed Control of any issues that may affect the application of control measures i.e. timing of public gatherings in or near application site, property lines, flower beds, vegetable gardens, soft or muddy ground etc.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CLIENT (Authorized signature and title) \_\_\_\_\_

CLIENT Point of Contact (please print name) \_\_\_\_\_

CLIENT Phone number(s) \_\_\_\_\_

WEED CONTROL (signature and title) \_\_\_\_\_