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Office of the Sheriff

Jesse Jahner, Sheriff

October 3, 2023

James Kapitan, Portfolio Commissioner
Cass County Commission
Cass County Courthouse
Fargo, ND 58103

Re: Consent Agenda

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

Chairman Chad Peterson,

Attached are the contracts for law enforcement services for the cities of Casselton, Mapleton, Kindred, and Horace, which reflect a 6.0 % increase from last year's rate. The contracts are effective January 1, 2024, through December 31, 2024.

A copy of the agreement was provided to our state attorney for her review.

Suggested Motion: Move to authorize the Chair to sign the Professional Services Agreement with the cities of Casselton, Mapleton, Kindred, and Horace for law enforcement services effective January 1, 2023, through December 31, 2023.

Should you have any questions, please get in touch with me.

Respectfully,

Dean J. Haaland
Chief Deputy
Cass County Sheriff's Office

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 Office DATE OF REQUEST: 10-06-2023

COMPANY REQUESTING CONTRACT: Cities of Casselton, Mapleton, Kindred and Horace

BRIEF PROJECT DESCRIPTION: Professional Service Agreement for Law Enforcement Services

 NEW CONTRACT OR x CONTRACT RENEWAL

REQUIRED BY STATE'S ATTORNEY OFFICE:

STATE'S ATTORNEY SIGNATURE: _____ DATE _____

STATE'S ATTORNEY COMMENTS:

Cass County Government

211 9th Street South
Fargo, North Dakota
58103

SHERIFF'S SERVICE AGREEMENT

	Services Performed By:	Services Performed For:
October 16, 2023	Cass County Sheriff's Office 211 9 th Street South Fargo, North Dakota 58103	City of Casselton P.O. Box 548 Casselton, North Dakota 58012-0548

Agreement

THIS AGREEMENT made and entered into this 16th day of October 2023, 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:

Scope of Services

The County agrees, through the Sheriff of the County of Cass, to provide law enforcement 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 deputy 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 deputy will, other than for emergencies, be performing law enforcement 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 law enforcement powers and duties of a deputy sheriff while enforcing local ordinances.

The City Council shall make recommendations and comments on any law enforcement matters to the Sheriff. The rendition of such service, the standards of performance, the discipline of the deputy and other matters incident to the performance of such service and the control of the deputy or deputies 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.

The deputy 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 deputy.

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.

Period of Agreement

Unless renewed in writing, this agreement will be effective January 1, 2024, through December 31, 2024

Payment Schedule

The city will pay the County for providing the above services an annual amount of \$204,388.00 prorated on 2 FTE on monthly basis.

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:

By: _____
Name: Michael Faught

Title: Mayor, City of Casselton

By: _____
Name: Chad Peterson

Title: Chair, Cass County
Commission

By: _____
Name: Sheila Klevgard

Title: Auditor, City of Casselton

By: _____
Name: Brandy Madrigga

Title: Finance Director, Cass County

APPROVED
AS TO
FORM

By: _____
Name: Kimberly Hegvik

Title: State's Attorney, Cass County

Cass County Government

211 9th Street South
Fargo, North Dakota
58103

SHERIFF'S SERVICE AGREEMENT

	Services Performed By:	Services Performed For:
October 16, 2023	Cass County Sheriff's Office 211 9 th Street South Fargo, North Dakota 58103	City of Mapleton P.O. Box 9 Mapleton, North Dakota 58059

Agreement

THIS AGREEMENT made and entered into this 16th day of October 2023, 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:

Scope of Services

The County agrees, through the Sheriff of the County of Cass, to provide law enforcement 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 deputy 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 deputy will, other than for emergencies, be performing law enforcement 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 law enforcement and duties and powers of a deputy sheriff while enforcing local ordinances.

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 deputy and other matters incident to the performance of such service and the control of the deputy or deputies 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.

The deputy 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 deputy.

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.

Period of Agreement

Unless renewed in writing, this agreement will be effective January 1, 2024, through December 31, 2024.

Payment Schedule

The city will pay the County for providing the above services an annual amount of \$27,392.00 prorated on .25 FTE on a monthly basis.

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:

By: _____
Name: Andrew Draeger
Title: Mayor, City of Mapleton

By: _____
Name: Chad Peterson
Title: Chair, Cass County
Commission

By: _____
Name: Michelle Kalvoda-Baumann
Title: Auditor, City of Casselton

By: _____
Name: Brandy Madrigga
Title: Finance Director, Cass County

APPROVED
AS TO
FORM

By: _____
Name: Kimberly Hegvik
Title: State's Attorney, Cass County

Cass County Government

211 9th Street South
Fargo, North Dakota
58103

SHERIFF'S SERVICE AGREEMENT

	Services Performed By:	Services Performed For:
October 16, 2023	Cass County Sheriff's Office 211 9 th Street South Fargo, North Dakota 58103	City of Kindred P.O. Box 158 Kindred, North Dakota 58051

Agreement

THIS AGREEMENT made and entered into this 16th day of October 2023, 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:

Scope of Agreement

The County agrees, through the Sheriff of the County of Cass, to provide law enforcement 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 deputy 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 emergencies, be performing law enforcement 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 law enforcement powers and duties of a city deputy sheriff while enforcing local ordinances.

The City Council shall make recommendations and comments on any law enforcement matters to the Sheriff. The rendition of such service, the standards of performance, the discipline of the deputy and other matters incident to the performance of such service and the control of the deputy or deputies 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.

The deputy 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 deputy.

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.

Period of Agreement

Unless renewed in writing, this agreement will be effective January 1, 2024, through December 31, 2024.

Payment Schedule The City will pay the County for providing the above services an annual amount of \$51,097.00 prorated on .5 FTE on a monthly basis.

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:

By: _____
Name: Jason DuBord
Title: Mayor, City of Kindred

By: _____
Name: Chad Peterson
Title: Chair, Cass County
Commission

By: _____
Name: Tabitha Arnaud
Title: Auditor, City of Kindred

By: _____
Name: Brandy Madrigga
Title: Finance Director, Cass County

APPROVED
AS TO
FORM

By: _____
Name: Kimberly Hegvik
Title: State's Attorney, Cass County

Cass County Government

211 9th Street South
Fargo, North Dakota
58103

SHERIFF'S SERVICE AGREEMENT

	Services Performed By:	Services Performed For:
October 16, 2023	Cass County Sheriff's Office 211 9 th Street South Fargo, North Dakota 58103	City of Horace 600 Nelson Drive Horace, North Dakota 58947

Agreement

THIS AGREEMENT made and entered into this 16th day of October 2023, 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:

Scope of Services

The County agrees, through the Sheriff of the County of Cass, to provide law enforcement 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 deputy 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 deputy will, other than for emergencies, be performing law enforcement 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 law enforcement powers and duties of a deputy sheriff while enforcing local ordinances.

The City Council shall make recommendations and comments on any law enforcement matters to the Sheriff. The rendition of such service, the standards of performance, the discipline of the deputy and other matters incident to the performance of such service and the control of the deputy or deputies 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.

The deputy 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 deputy.

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.

Period of Agreement

Unless renewed in writing, this agreement will be effective January 1, 2024, through December 31, 2024.

Payment Schedule

The City will pay the County for providing the above services an annual amount of \$204,388.00 prorated on two (2) FTE on a monthly basis.

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:

By: _____
Name: Kory Peterson
Title: Mayor, City of Horace

By: _____
Name: Chad Peterson
Title: Chair, Cass County Commission

By: _____
Name: Brent Holper
Title: Auditor, City of Horace

By: _____
Name: Brandy Madrigga
Title: Finance Director, Cass County

APPROVED
AS TO
FORM

By: _____
Name: Kimberly Hegvik
Title: State's Attorney, Cass County