

## 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 November 2, 2023:

- Barnes County—Memorandum of Understanding for emergency assistance;
- North Dakota Department of Corrections and Rehabilitation—contract amendment to change daily inmate housing rate;
- Houston Engineering—contract for LiDAR survey services on County Highway 10 from Tower City to State Highway 38;
- Mental health contracts—contract renewal for providing legal services to indigent participants involved in the involuntary civil commitment process;
- Stutsman County—contract renewal for housing inmates for 2024.



October 23, 2023

Board of Commissioners  
Cass County Government  
211 9 St. South  
Fargo, ND 58103

**Subject:** Updated MOUs for Emergency Assistance with Barnes County

Commissioners,

Barnes County is requesting a renewal of the existing agreement dated February 2017. There is no change to the current agreement other than the signatures and date.

FEMA requires that mutual aid agreements be in place prior to a disaster declaration if federal funds are to reimburse a county for expenses incurred when assistance is requested of another county. Occasionally, these mutual aid agreements are reviewed and renewed.

This agreement does not bind Cass County to provide aid, but rather identifies the responsibilities of the parties and establishes the mechanisms to provide disaster assistance while qualifying for eligible federal aid to cover those costs.

**Suggested motion:** Move to direct the Commission Chair to sign Memorandum of Understanding for Emergency Assistance with Barnes County.

Jim Prochniak  
Cass County Emergency Manager

## MUTUAL AID AGREEMENT

### Memorandum of Understanding (MOU) between Barnes County, ND and Cass County, ND

- Whereas, the laws of the State of North Dakota provide that each political subdivision is empowered to make and enter into mutual aid agreements with other political subdivisions in order to more effectively respond and provide public safety services during emergency situations;
- Whereas, the undersigned political subdivisions that are parties to this mutual aid agreement must confront numerous threats to public health and safety, including but not limited to natural or manmade disasters;
- Whereas, none of the parties to this Agreement possesses all of the necessary resources to cope with every possible incident, emergency, or disaster by itself, and an effective, efficient response can best be achieved by the application and leveraging of the collective resources of these entities;
- Whereas, the parties to this Agreement have determined it is in their collective best interest to develop and implement preparedness plans and conduct joint exercise in advance of a sudden and immediate need in order to enhance the efficiency and effectiveness of their response to any emergency or disaster;
- Whereas, it is desirable that each of the parties hereto should voluntarily aid and assist each other in the event an emergency situation should occur, by the interchange of response services; and
- Whereas, it is necessary and desirable that a mutual aid agreement be executed for the interchange of such mutual assistance on a local, county, and/or regional basis.

Now, therefore, it is hereby agreed by and between each and all of the parties hereto as follows:

#### **Terms of the Agreement:**

1 Each party agrees that in the event of an emergency situation, each other party to this mutual aid agreement shall furnish such personnel, equipment, facilities, or services as are available, provided that such actions would not unreasonably diminish the assisting entity's ability to provide emergency services within its jurisdiction.

2 Each party shall designate the appropriate official within its jurisdiction who has the legal authority to bind its jurisdiction to this Agreement and who shall sign this Agreement.

3 In order to invoke assistance under the provisions of this Agreement, the authorized representative from the requesting entity shall be required to contact the Authorized Representative of the responding entity by voice communication system, in writing or through a message relay provided by an emergency dispatch center. Any request for aid hereunder shall include a statement of the amount and type of equipment and personnel requested and shall specify the location to

which the equipment and personnel are to be dispatched. The responding entity may request such information from the requesting entity as is necessary to confirm the emergency situation and to assess the types and amounts of assistance that shall be provided.

- 4 During an emergency situation, all personnel from responding entity shall report to and shall work under the direction of the designated incident commander/unified command. Personnel from either the requesting or the assisting entity may receive supervision from any command personnel from the combined participating entities if authorized by the incident commander or designee in the incident command structure. Tactical teams (e.g. bomb disposal, canine, and special weapons) shall operate under the direction of their tactical commander once they are authorized to undertake assignments.
- 5 Pursuant N.D.C.C. § 44-08-20, N.D.C.C. § 37-17.1-14 and N.D.C.C. § 12-63-03(2) peace officers employed by parties named herein and acting pursuant to this agreement shall have the full and complete authority of a peace officer in any of the jurisdictions named herein.
- 6 In any emergency situation in which the mutual aid agreement has been invoked, radio communications will be established between the entities, where possible, through the use of the local public mutual aid radio system or utilization of the statewide frequency management interoperability plan.
- 7 Assisting entity personnel and equipment shall be released by the requesting entity when the resources are no longer needed. The assisting entity may also withdraw its personnel and equipment when deemed to be in the best interest of the assisting entity and following notice provided to the requesting entity of the intended action. The assisting entity may withdraw resources if it determines response conditions are beyond acceptable risk. There will be no liability for withdrawal placed on or transferred to the assisting entity.
- 8 The requesting entities agree to reimburse assisting entities for actual costs of personnel, equipment, facilities, and related resources used during the period of assistance unless mutually accepted costs associated with these resources have been pre-identified in addendum to this agreement. The providing jurisdiction and or discipline may waive all or any part of the payment for costs at its sole discretion depending on the size of the mutual aid package and the length of the deployment. Funding sources associated with this agreement may include any or all combinations of federal, state, local, and private funding. Signatories understand that federal reimbursement, as a result of declared disasters or emergencies, is contingent upon policy and practice. If participating jurisdictions routinely waive response costs, such costs normally acceptable for federal reimbursement will be ineligible. All reimbursement will be based upon proper documentation, accountings, inventories, receipts, and other evidence of expenses provided by the responding entity.

[The remainder of this page has been intentionally left blank.]

- 9 Any lending of a facility pursuant to this agreement is subject to the following conditions:
  - a. Any request for aid hereunder shall include a statement of the amount of workspace requested and type of support systems desired. This will be dependent on availability of resources.
  - b. The host agency will provide oversight of requesting agency's technical experts tasked to establish and maintain information technology operating and communications systems.
  - c. Requesting entity will not connect, disconnect, or otherwise modify any information technology operating or communications system without the expressed permission of host agency staff.
  - d. Requesting entity shall vacate the facility when the facility no longer is operationally required by the requesting agency, or the facility becomes operationally required by the host agency. The host agency shall provide notice to the requesting agency for the return of the facility.
  - e. Requesting entity shall return facility to host agency in like condition as when requesting agency first occupied the workspace.

10 Liability, Workers' Compensation, Property Damage, Generals

- a. **Workers' Compensation Coverage:** Each member political subdivision will be responsible for its own actions and those of its employees and is responsible for complying with the rules established within the State of residence of the entity. Coverage under this Act may be obtained (1) by a policy with an insurance company licensed to do business in the State of residence of the political subdivision (2) by being a qualified self-insured, or (3) by being a member of a group self-insurance association. Each member political subdivision should understand that workers' compensation coverage does not automatically extend to volunteers. Each political subdivision may obtain workers' compensation coverage for any volunteer at the political subdivision's discretion. Workers' compensation coverage for certain volunteers (e.g, volunteer fire fighters, volunteer lifesaving or volunteer rescue squad members, volunteer law enforcement chaplains, auxiliary or reserve police, auxiliary or reserve deputy sheriffs, volunteer emergency medical technicians, and members of volunteer search and rescue organizations) may be obtained by adding this exposure to the locality's workers compensation coverage. As an alternative, the individual volunteer department or person may obtain workers' compensation insurance coverage for this exposure.
- b. **Automobile Liability Coverage:** Each member political subdivision is responsible for its own actions and is responsible for complying with the motor vehicle financial responsibility laws of the state of residence of the political subdivision. Coverage under these laws may be obtained (1) by a policy with an insurance company licensed to do business in the state of residence of the political subdivision, (2) by being a qualified self-insured, or (3) by being a member of a group self-insurance

association. Each member locality agrees to obtain automobile liability coverage with at least a \$250,000.00 per person and \$500,000.00 per occurrence limit and coverage extended to owned, non-owned, and hired vehicles. It is understood that the member political subdivision may include in the emergency response volunteer companies that have motor vehicles titled in the name of the volunteer company. It is the responsibility of the member political subdivision to determine if the volunteer company has automobile liability coverage as outlined in this section. This provision is met by being a qualified self-insured or by being a member of a group self-insurance association.

**c. General Liability, Public Officials Liability, and Law Enforcement Liability:**

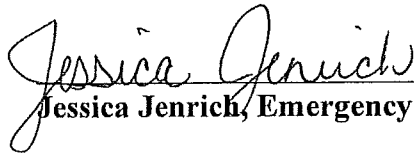
1. Each member political subdivision is responsible for its own actions.
  2. For the purposes of North Dakota Century Code (N.D.C.C. § 32-12.1 Governmental Liability) only, the employees and officers of the assisting entity are deemed to be employees of the requesting entity.
  3. Under no circumstance, however, shall a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits on liability established in N.D.C.C. § 32-12.1, applicable to any one party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for any party.
- 11 On a regular basis, each party shall develop and update a plan providing for effective mobilization of resources and facilities.
- 12 Interagency assistance plans may be developed and updated on a regular basis by the parties hereto and are operative between the parties in accordance with the provisions of such plans. In addition to the emergency response plans set forth in this agreement, the parties herein may develop and implement memorandums of agreement relating to additional assistance on a routine non-emergency basis.
- 13 The parties agree to meet on a regular basis to review interagency assistance plans and the provisions of this Agreement.
- 14 Nothing within this agreement shall prevent any of the parties herein from entering into similar agreements with any other entity.
- 15 This Agreement shall become effective when approved and executed by the appropriate political subdivision of each party to this Agreement. The Agreement shall remain in effect between each and every party until participation in this Agreement is terminated by the party. Termination of participation in this Agreement by a response entity shall not affect the continued operation of this Agreement between and among the remaining parties. Any party to this Agreement may terminate participation in this Agreement upon thirty days

written notice addressed to the designated public official of each of the other signatory political subdivisions that are parties to this Agreement. This Agreement is binding on future political subdivisions boards and commissions and participating response entities unless affirmative measures have been taken to terminate the Agreement as defined herein.

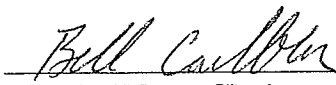
16 The execution of this Agreement shall not give rise to any liability or responsibility for failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

In witness whereof, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

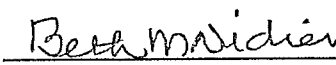
**Barnes County**

  
\_\_\_\_\_  
Jessica Jenrich, Emergency Manager

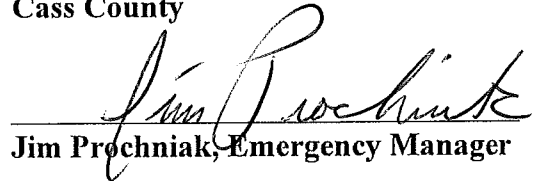
Date: 10/17/23

  
\_\_\_\_\_  
Bill Carlblom, Chairperson,  
Barnes County Commissioner

Attest:

  
\_\_\_\_\_  
Beth Didier, Auditor

**Cass County**

  
\_\_\_\_\_  
Jim Prochniak, Emergency Manager

Date: 10/23/23

\_\_\_\_\_  
Chad Peterson, Chairperson,  
Cass County Commissioner

Attest:

\_\_\_\_\_  
Brandy Madrigga, Auditor



www.casscountynd.gov

# Office of the Sheriff

Jesse Jahner, Sheriff

October 23, 2023

Mr. Chad Peterson, Chair  
Cass County Commission  
Via email

Chairman Peterson,

I am writing to request commission consideration of a contract amendment and renewal with the ND Dept of Corrections and Rehabilitation.

Due to legislative changes during the 2021 session, DOCR is now required to enter into agreements with all county correctional facilities, for the purpose of establishing terms for housing and payment in the event that DOCR determines it is necessary to hold state prisoners in a local facility. This would include any deferred or delayed entry into the state system, parole violations, and any inmates that Cass may choose to accept on behalf of the DOCR.

This amendment was drafted to make changes to the daily rate. DOCR has agreed to raise their rate paid to Cass effective January 1, 2024, to the \$120 daily rate that was previously established by the county commission for 2024. This amendment also renews the agreement for 24 months, starting October 2023 and thru October 2025.

I have no need to discuss this further and would support inclusion in the consent agenda, but I will be available if you choose to add this item to the regular agenda at the next available meeting.

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 AMENDMENT**

**CONTRACT NAME AND NUMBER:** [Cass County & AC00793](#)

**AMENDMENT NUMBER:** **1**

This amendment is made to [AC00793](#) (Contract) between the State of North Dakota, acting through its [Department of Corrections & Rehabilitation](#) (STATE), and [Cass County](#) (CONTRACTOR).

The parties agree to the following terms and conditions and expressly agree that if any of the following terms and conditions conflict with any of the terms and conditions of the Contract, then, notwithstanding any term in the Contract, the following terms and conditions govern and control the rights and obligations of the parties.

The parties agree to amend the Contract as follows:

**Contract Section 1, Term of Contract.** The Contract commenced on October 18, 2021 for a period of **20 months** with 3 options to renew the contract for up to **24 months each**.

The parties have agreed to renew the contract for an additional 24 months; therefore, the contract is amended to change the expiration date to June 30, 2025. The contract has 0 renewal(s) remaining.

**Contract Section 3, Compensation.** The first sentence in the Compensation Section is hereby deleted in its entirety and replaced with the following:

DOCR shall pay for services provided by CONTRACTOR under this contract an amount not to exceed \$85.00 per offender per day, from July 1, 2023 through December 31, 2023 and not to exceed \$120.00 per offender per day, from January 1, 2024 through June 30, 2025.

**Contract Section 17, Notice.** Reference to Joseph Joyce is updated to Lance Anderson and his contact information is [lwander@nd.gov](mailto:lwander@nd.gov) and 701-328-6039.

All other terms of the Contract remain in effect. This Contract Amendment is not effective until fully executed by all parties.

**EXECUTION**

CONTRACTOR	STATE OF NORTH DAKOTA
<a href="#">Cass County Jail</a>	Acting through its <a href="#">Department of Corrections &amp; Rehabilitation</a>
BY:	BY:
Printed Name: <a href="#">Chad Peterson</a>	Michele Zander
Title: <a href="#">Commission Chair</a>	Title: <b>Chief Financial Officer</b>
Date:	Date:

**Certificate Of Completion**

Envelope Id: 538172E289524EC5AB83F2479715B67F	Status: Sent
Subject: Revised Cass County Jail AC00793 Amendment	
Source Envelope:	
Document Pages: 1	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Tammy Klein
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	tklein@nd.gov
	IP Address: 165.234.252.191

**Record Tracking**

Status: Original	Holder: Tammy Klein	Location: DocuSign
10/17/2023 12:14:58 PM	tklein@nd.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Carahsoft OBO North Dakota Department of Corrections and Rehabilitation	Location: DocuSign

**Signer Events**

Signature	Timestamp
Andrew Frobig	Sent: 10/17/2023 12:16:09 PM
FrobigA@casscountynd.gov	Viewed: 10/17/2023 12:37:11 PM
Security Level: Email, Account Authentication (None)	

**Electronic Record and Signature Disclosure:**  
 Accepted: 10/17/2023 12:37:11 PM  
 ID: ffb2732b-fbfe-432f-bafa-20c2a82a95fc

Michele Zander  
 mzander@nd.gov  
 Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

**In Person Signer Events**

Signature

Timestamp

**Editor Delivery Events**

Status

Timestamp

**Agent Delivery Events**

Status

Timestamp

**Intermediary Delivery Events**

Status

Timestamp

**Certified Delivery Events**

Status

Timestamp

**Carbon Copy Events**

Status

Timestamp

Business Office  
 docrbusiness@nd.gov  
 Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Lance Anderson  
 lwander@nd.gov  
 Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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Joe Charvat

jcharvat@nd.gov

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent

Hashed/Encrypted

10/17/2023 12:16:10 PM

Envelope Updated

Security Checked

10/17/2023 1:05:48 PM

Envelope Updated

Security Checked

10/17/2023 1:05:48 PM

Envelope Updated

Security Checked

10/17/2023 1:05:48 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Carahsoft OBO North Dakota Department of Corrections and Rehabilitation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Carahsoft OBO North Dakota Department of Corrections and Rehabilitation:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [docrbusiness@nd.gov](mailto:docrbusiness@nd.gov)

**To advise Carahsoft OBO North Dakota Department of Corrections and Rehabilitation of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [docrbusiness@nd.gov](mailto:docrbusiness@nd.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from Carahsoft OBO North Dakota Department of Corrections and Rehabilitation**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [docrbusiness@nd.gov](mailto:docrbusiness@nd.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Carahsoft OBO North Dakota Department of Corrections and Rehabilitation**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [docrbusiness@nd.gov](mailto:docrbusiness@nd.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO North Dakota Department of Corrections and Rehabilitation as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO North Dakota Department of Corrections and Rehabilitation during the course of your relationship with Carahsoft OBO North Dakota Department of Corrections and Rehabilitation.



## Highway Department

Telephone: 701-298-2370

Fax: 701-298-2395

SMB-HWY@casscountynd.gov

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### MEMORANDUM

TO: Cass County Commission

FROM: Jason Benson, County Engineer *JB*

DATE: October 25, 2023

SUBJECT: Consent Agenda Item for November 6<sup>th</sup>, 2023 Commission Meeting: Projects CH2503 – LiDAR Survey Services – C10 from Tower City to State Hwy 38.

Attached are the contract documents for Houston Engineering, Inc. for LiDAR Survey Services necessary for the design of the 2025 grading project on County Road 10 from Tower City to State Hwy 38. This grading project is part of the 5 year highway and bridge plan. The Survey Services are needed to fill the void of not having a second Engineering Technician since June. Normally this type of work is handled with our in house Engineering Technician's, but due to the fact that we are down a Technician and that our 2023 construction projects finished later than anticipated we are in need of some additional help to finish off this survey. Finishing this survey this fall is imperative to getting the project designed and ready to bid for the 2025 construction season. The estimated cost of this work is \$9,200.00

**SUGGESTED MOTION:** AUTHORIZE CHAIRPERSON TO SIGN CONTRACT DOCUMENTS WITH HOUSTON ENGINEERING, INC. FOR THE LIDAR SURVEY SERVICES SUBJECT TO STATE'S ATTORNEYS APPROVAL.

J:\Admin-Eng\Commission Corrsp\2023 Commission Correspondence\C10 Drone Surveying - Houston\Agenda Memo Houston C10 Drone Survey 102523.docx

# CONTRACT APPROVAL REQUEST

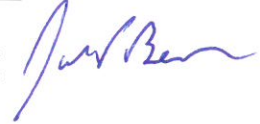
COMPANY REQUESTING CONTRACT:

Houston Engineering, Inc., 1401 21<sup>st</sup> Ave N, Fargo, ND 58102

DATE OF REQUEST: October 25, 2023

DATE OF EXPECTED RETURN TO THE COMMISSION OFFICE: November 6, 2023

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



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

STATE'S ATTORNEY COMMENTS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PORTFOLIO COMMISSIONER SIGNATURE: \_\_\_\_\_

Attached are the contract documents for Houston Engineering, Inc. for LiDAR Survey Services necessary for the design of the 2025 grading project on County Road 10 from Tower City to State Hwy 38. This grading project is part of the 5 year highway and bridge plan. The Survey Services are needed to fill the void of not having a second Engineering Technician since June. Normally this type of work is handled with our in house Engineering Technician's, but due to the fact that we are down a Technician and that our 2023 construction projects finished later than anticipated we are in need of some additional help to finish off this survey. Finishing this survey this fall is imperative to getting the project designed and ready to bid for the 2025 construction season. The estimated cost of this work is \$9,200.00

**SUGGESTED MOTION:** AUTHORIZE CHAIRPERSON TO SIGN CONTRACT DOCUMENTS WITH HOUSTON ENGINEERING, INC. FOR THE LIDAR SURVEY SERVICES SUBJECT TO STATE'S ATTORNEYS APPROVAL.

J:\Admin-Eng\Commission Corrsp\2023 Commission Correspondence\C10 Drone Surveying - Houston\Contract Approval Request Houston C10 Drone Survey 102523.docx



## CASS COUNTY GOVERNMENT ENGINEERING SERVICES AGREEMENT

Project Numbers and Locations: CH2503 – C10 – Tower City to State Hwy 38

Type of Project: LiDAR Survey Services

Type of Construction: Drone Survey & Surface Construction

**THIS AGREEMENT** is entered into by and between Cass County, herein after known as the County, and Houston Engineering, Inc., of West Fargo, North Dakota hereinafter known as Engineer.

### I.

The Engineer shall perform the needed detailed construction design services only per Request for Proposal.

### II.

The County will pay the Engineer as follows:

A. Maximum Payment: The total contract cost not to exceed \$9,200.00 unless changed according to Section VI.

### III.

The work under this agreement shall be performed as required to meet the project requirements and the contractor's work schedule.

### IV.

Duly authorized representatives of the County, North Dakota Department of Transportation, and Federal Highway Administration (FHWA) shall have right to inspect and copy the Engineer's plans, files, and records relating to the work included in this agreement.

All books, documents, papers, accounting records, and other evidence pertaining to the cost incurred under the agreement shall be retained by the Engineer and available for inspection by the County, North Dakota Department of Transportation, or FHWA for a period of three years after the date of final payment.

The files and records shall be available in the Engineer's office located at Houston Engineering, Inc.

### V.

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Engineer, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the County and North Dakota Department of Transportation shall have the right to annul this agreement without liability, or to deduct from the agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

### VI.

No change in the type or extent of the work to be performed by the Engineer shall be made except by supplemental agreement in writing between the County and the Engineer. The supplemental agreement shall set forth the proposed changes of work, extension of time for preparation of the plans, and adjustment to the fee to be paid by the County to the Engineer, if any. On federal-aid participating projects any supplemental agreement must be approved by the North Dakota Department of Transportation.

## VII.

This agreement may be terminated by the County and North Dakota Department of Transportation at any time upon written notice to the Engineer. In the event that such termination should take place before the completion of the total work to be performed hereunder the County will pay the Engineer for the completed hourly work not to exceed the total work to be performed under this contract.

In the event that the termination of this agreement is not the fault of the Engineer the County shall compensate the Engineer for services performed prior to the termination, along with reimbursable expenses then due.

The original copies of all drawing, prints, plans, and field notes prepared by the Engineer prior to termination shall become the property of the County. Such termination shall not affect any legal right of the County against the Engineer for any breach of this agreement.

The design services done as a result of this agreement are intended for use only on the project that is the subject of this agreement. The design services are not intended to be used on other projects. In the event that the County uses the design services that are the subject of this agreement on another project the use of the design services will be at the County's own risk.

## VIII.

The Engineer shall indemnify, save, and hold harmless the County and/or North Dakota Department of Transportation and employees thereof, from any and all claims, demands, actions arising out of the negligent acts, errors, or omissions of the Engineer, his employees, or agent, in the performance of the agreement, or matters incidental thereto.

Any and all persons employed directly or indirectly by the Engineer who are engaged in the performance of any work or services required of the Engineer under this agreement shall be considered employees of the Engineer only and not of the County or North Dakota Department of Transportation.

The Engineer shall comply with applicable federal state and local laws together with all applicable ordinances and regulations applicable to the work. He shall procure all licenses, permits, and other rights necessary for the fulfillment of his obligations under this agreement.

The appropriate professional engineer (P.E.) and/or land surveyor (L.S.) endorsement shall be placed on all documents, plans, or plats.

The Engineer shall comply with Title VI of the Civil Rights Act of 1964, Executive Order 112246 and Executive Order 11375. In accordance with the aforementioned act, no person in the United States shall, on the grounds of race, color, religion, sex, age, handicap, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this agreement.

## IX.

The services of the Engineer to be performed hereunder are personal and shall not be assigned, sublet, or transferred, except specialized services or additional work items. If the specialized services or additional work exceeds \$10,000.00, the contract with the agency or firm doing the work shall contain all the provisions of this agreement. The Engineer shall not engage, on a full-or part-time or other basis during the period of this agreement, any professional or technical personnel who are or have been at any time during the period of the agreement in the employment of the FHWA, the North Dakota Department of Transportation, or the County, without the written consent of the public employer of such person.

## X.

The Engineer shall obtain all risk record protection insurance to cover the loss of all survey notes or all other records or data obtained in connection with the work.

**XI.**

The Engineer is advised that his or her signature on this contract and/or agreement certifies that the company or any person associated with it is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.

**ATTESTED:**

**COUNTY OF CASS**

\_\_\_\_\_  
County Finance Director

\_\_\_\_\_  
Chairperson, Board of County Commissioners

\_\_\_\_\_  
Date

\_\_\_\_\_  
Gregory, S. Thompson, Houston Engineering, Inc.


\_\_\_\_\_  
Date



Kimberlee J. Hegvik  
State's Attorney

**MEMORANDUM**

TO: Taylor Kaushagen  
Cass County Commissioners

FROM: Kimberlee J. Hegvik   
Cass County State's Attorney

DATE: October 31, 2023

RE: Renewal – Mental Health Contracts for 2024  
Consent Agenda Item

\*\*\*\*\*

Enclosed are renewal contracts for providing legal services to indigent participants involved in the involuntary civil commitment process for 2024. Please add to an upcoming Commission consent agenda.

The contracts are with the same providers we used throughout 2023. I believe they are doing a good job for their clients. The two contracts are:

- **Fargo:** Contract with Nicole Bredahl. This relates primarily to participants who are already located in Fargo when court hearings are required (e.g. being treated at Sanford or Prairie St. Johns). The contract sum is \$42,000.00 for 2024. This represents a \$2,704.12 increase from 2023.
- **Jamestown:** Contract with Andrew Marquart. This relates to people who are already located at the State Hospital when court hearings are required. The rate is \$90.00/hour, the same as 2023. This is the same rate Mr. Marquart charges other jurisdictions for a similar service.

Ms. Bredahl and Mr. Marquart have already signed the contracts.

Cc: ASA Derek Steiner

**SUGGESTED MOTION: Approve contracts for 2024 for Nicole Bredahl and the Barkus Law Firm, and Andrew Marquart to provide indigent legal services for respondents involved in involuntary civil commitment cases.**

**2024 CONTRACT FOR INDIGENT PERSONS  
IN MENTAL HEALTH PROCEEDINGS  
IN CASS COUNTY**

This contract is made between the undersigned ATTORNEY(S), hereinafter referred to as ATTORNEY(S), and Cass County Government through its authorized representative, hereinafter referred to as COUNTY.

1. SERVICES COVERED

The ATTORNEY(S) shall provide legal services for eligible indigent persons at all stages of the proceedings pursuant to Rule 6 of the North Dakota Rules of Professional Conduct. The ATTORNEY(S) shall represent all persons at all stages of mental health proceedings located in Cass County. Additionally, the ATTORNEY(S) shall represent all persons in any appeals which result from these mental health proceedings. Finally, the ATTORNEY(S) shall represent all persons in the preparation and conducting of mental health proceedings which involve the North Dakota State Hospital as the Petitioner, which are to be contested hearings taking place in Cass County and any appeals from those proceedings.

2. REPRESENTATION

The ATTORNEY(S) shall represent indigent clients when, by order of the Court, they are required to have representation and are eligible to be provided appointed counsel in the following categories of cases:

2.1 Mental Health proceedings pursuant to NDCC Chapter 25-03.1 which are venued in Cass County and regardless of whether the respondent is either a resident or a non-resident of Cass County. Any fee collected for representation of a non-resident

shall accrue to COUNTY and not to the ATTORNEY(S).

2.2 Appeals to the North Dakota Supreme Court related to such mental health proceedings.

### 3. CONFLICT OF INTEREST

If at any time after an appointment has been made and the ATTORNEY(S) discovers a conflict of interest pursuant to the North Dakota Rules of Professional Conduct, the ATTORNEY(S) shall follow the general provisions under Rule 11.2 North Dakota Rules of Court when withdrawing from a case. It is further understood that reassignment of counsel will then be made.

### 4. CONTRACT PERIOD

The duration of this contract shall be from January 1, 2024, through December 31, 2024. All necessary counsel services listed in Section I above for cases or proceedings for which appointments are made to the ATTORNEY(S) on or before December 31, 2024, shall be completed without further compensation as part of this contract.

Additionally, the COUNTY shall have the right to annually renew this contract for the succeeding calendar year at least thirty (30) days prior to its expiration. If not expressly renewed, the contract will expire on December 31, 2024.

### 5. PAYMENT FOR SERVICES

The ATTORNEY(S) SHALL BE PAID THE TOTAL SUM OF \$42,000.00 per annum for the contract period, payable in equal monthly installments at the end of the month in which the services are rendered, except as may be modified by a termination

as provided below. The County Finance Office shall establish payment procedures. Similar payments will be made if this contract is renewed for additional annual terms as provided above, unless specifically changed in writing and signed by all parties.

## 6. COSTS AND EXPENSES

The ATTORNEY(S) shall pay for all costs, fees and expenses incurred in providing contract services, except for the following expenses which shall be paid by the County:

6.1 Witness fees.

6.2 Sheriff's fees.

6.3 Transcripts.

6.4 Per diem and mileage travel reimbursement: Upon approval of the County Auditor, expenditures for per diem and mileage travel expenses outside of Cass County will be paid at the state rate.

6.5 Psychological, psychiatric or chemical dependency evaluations.

6.6 Extraordinary expenses: Prior approval of the County Finance Office is required for all expenses exceeding \$100.00 in total in any one case.

The ATTORNEY(S) will provide office space and supplies, clerical services and support personnel. In addition, the ATTORNEY(S) will provide all necessary books, equipment, furniture, malpractice insurance, photocopying expenses, and other necessities of the profession.

## 7. INDEPENDENT CONTRACTOR

The ATTORNEY(S) is an independent contractor and shall not for any reason

whatever be considered an agent or an employee of COUNTY.

#### 8. SUPERVISING AUTHORITY

The County Commission shall be the supervising authority of this contract on behalf of COUNTY.

#### 9. INDEMNITY

The ATTORNEY(S) agrees to indemnify and hold harmless the County for malpractice claims made by persons represented by the ATTORNEY(S) pursuant to this contract.

#### 10. INSURANCE

The ATTORNEY(S) shall carry professional liability insurance in the minimum amount of \$50,000.00 for any liability arising out of services provided pursuant to this contract.

#### 11. TERMINATION

The ATTORNEY(S) or COUNTY may terminate this contract upon thirty (30) days written notice to the other party for any reason. If terminated under this provision, compensation will be paid on a pro rata basis through the time of termination. All necessary counsel services listed in Section I above for cases or proceedings for which appointments are made to the ATTORNEY(S) prior to the termination date shall be completed without further compensation as part of the contract unless otherwise agreed to in writing by the county.



Dated at Fargo, North Dakota, this \_\_\_\_ day of \_\_\_\_\_, 2023.

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Chair, Cass County Commission  
Cass County, North Dakota

Dated at Fargo, North Dakota, this 25 day of October, 2023.



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Nicole Bredahl, Attorney  
Barkus Law Firm

**2024 CONTRACT FOR INDIGENT PERSONS  
IN MENTAL HEALTH PROCEEDINGS  
IN CASS COUNTY**

This contract is made between the undersigned ATTORNEY(S), hereinafter referred to as ATTORNEY(S), and Cass County Government through its authorized representative, hereinafter referred to as COUNTY.

1. SERVICES COVERED

The ATTORNEY(S) shall provide legal services for eligible indigent persons at all stages of the proceedings pursuant to Rule 6 of the North Dakota Rules of Professional Conduct where Respondents are located at the North Dakota State Hospital at Jamestown, North Dakota, who are subject to Mental Health commitment proceedings pursuant to N.D.C.C. 25-03.1 and are venued in Cass County, Fargo, North Dakota. The ATTORNEY shall represent all persons at all stages of mental health proceedings venued in Cass County which involve the North Dakota State Hospital as the Petitioner and/or when the Respondent is located at the North Dakota State Hospital. Additionally, the ATTORNEY shall represent all persons in any appeals which result from these mental health proceedings. The ATTORNEY(S) representation will be limited to Respondents who allow hearings taking place via interactive television (ITV). If a Respondent requests to have a hearing physically take place in Cass County, the ATTORNEY(S) will be substituted for local counsel, if approved.

2. REPRESENTATION

The ATTORNEY(S) shall represent indigent clients when, by order of the Court, they are required to have representation and are eligible to be provided appointed

counsel in the following categories of cases:

2.1 Mental Health proceedings pursuant to NDCC Chapter 25-03.1 which are venued in Cass County and regardless of whether the respondent is either a resident or a non-resident of Cass County. Any fee collected for representation of a non-resident shall accrue to COUNTY and not to the ATTORNEY(S).

2.2 Appeals to the North Dakota Supreme Court related to such mental health proceedings.

### 3. CONFLICT OF INTEREST

If at any time after an appointment has been made and the ATTORNEY(S) discovers a conflict of interest pursuant to the North Dakota Rules of Professional Conduct, the ATTORNEY(S) shall follow the general provisions under Rule 11.2 North Dakota Rules of Court when withdrawing from a case. It is further understood that reassignment of counsel will then be made.

### 4. CONTRACT PERIOD

The duration of this contract shall be from January 1, 2024, through December 31, 2024. All necessary counsel services listed in Section I above for cases or proceedings for which appointments are made to the ATTORNEY(S) on or before December 31, 2024, shall be completed at the same rate of compensation discussed below unless otherwise agreed to by the County.

Additionally, the COUNTY shall have the right to annually renew this contract for the succeeding calendar year at least thirty (30) days prior to its expiration. If not expressly renewed, the contract will expire on December 31, 2024.

## 5. PAYMENT FOR SERVICES

The ATTORNEY(S) SHALL BE PAID THE TOTAL SUM OF \$90 per hour of work performed on cases for the contract period, except as may be modified by a termination as provided below. The County Finance Office shall establish payment procedures. Similar payments will be made if this contract is renewed for additional annual terms as provided above, unless specifically changed in writing and signed by all parties.

## 6. COSTS AND EXPENSES

The ATTORNEY(S) shall pay for all costs, fees and expenses incurred in providing contract services, except for the following expenses which shall be paid by the County:

6.1 Witness fees.

6.2 Sheriff's fees.

6.3 Transcripts.

6.4 Per diem and mileage travel reimbursement: Upon approval of the County Auditor, expenditures for per diem and mileage travel expenses outside of Cass County will be paid at the state rate.

6.5 Psychological, psychiatric or chemical dependency evaluations.

6.6 Extraordinary expenses: Prior approval of the County Finance Office is required for all expenses exceeding \$100.00 in total in any one case.

The ATTORNEY(S) will provide office space and supplies, clerical services and support personnel. In addition, the ATTORNEY(S) will provide all necessary books, equipment, furniture, malpractice insurance, photocopying expenses, and other

necessities of the profession.

7. RECORD KEEPING AND REPORTING

The ATTORNEY(S) shall maintain individual case records showing services provided and hours served on each appointment, such records being submitted to the County Finance Office by the 10th day of the month following disposition of the case.

8. INDEPENDENT CONTRACTOR

The ATTORNEY(S) is an independent contractor and shall not for any reason whatever be considered an agent or an employee of COUNTY.

9. SUPERVISING AUTHORITY

The County Commission shall be the supervising authority of this contract on behalf of COUNTY.

10. INDEMNITY

The ATTORNEY(S) agrees to indemnify and hold harmless the County for malpractice claims made by persons represented by the ATTORNEY(S) pursuant to this contract.

11. INSURANCE

The ATTORNEY(S) shall carry professional liability insurance in the minimum amount of \$50,000.00 for any liability arising out of services provided pursuant to this contract.

12. TERMINATION

The ATTORNEY(S) or COUNTY may terminate this contract upon thirty (30) days written notice to the other party for any reason. If terminated under this provision,



compensation will be paid on a pro rata basis through the time of termination. All necessary counsel services listed in Section I above for cases or proceedings for which appointments are made to the ATTORNEY(S) prior to the termination date shall be completed at the same rate of compensation discussed above unless otherwise agreed to in writing by the County.

Dated at Fargo, North Dakota, this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Chair, Cass County Commission  
Cass County, North Dakota

Dated at Fargo, North Dakota, this 29 day of October, 2023.

  
\_\_\_\_\_  
Andrew Marquart, Attorney



www.casscountynd.gov

# Office of the Sheriff

Jesse Jahner, Sheriff

November 2, 2023

Mr. Chad Peterson, Chair  
Cass County Commission  
via email

Chairman Peterson,

I am submitting a contract renewal with Stutsman County Corrections for the purpose of housing Cass County Prisoners, and request that approval of this renewal be considered by the commission.

Within this renewal is an amended daily rate of \$100 per day, to take effect on January 1. This is a cost increase that was anticipated and included in the 2024 budget.

Stutsman County is one of our primary partners that assists with housing needs. So far in 2023, they have housed 35 different prisoners for us, for a total of 1,287 days. We expect that this need will continue to exist throughout 2024.

*Suggested Motion "Move to approve a contract renewal with Stutman County, for housing of Cass County Inmates, for 2024 at the daily rate of \$100.*

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 Office DATE OF REQUEST: 11-02-2023

COMPANY REQUESTING CONTRACT: Stutsman County Correctional Center

BRIEF PROJECT DESCRIPTION: Contract renewal for inmate housing

       NEW CONTRACT OR   x   CONTRACT RENEWAL

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

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

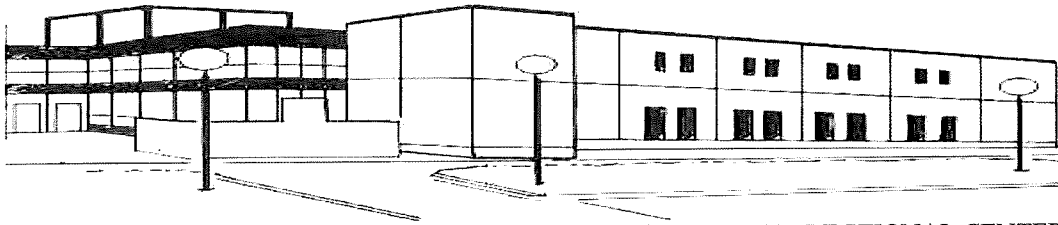
STATE'S ATTORNEY COMMENTS:

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STUTSMAN COUNTY COMBINED LAW ENFORCEMENT AND CORRECTIONAL CENTER  
205 6<sup>th</sup> Street SE Suite 201 Jamestown, ND 58401 (701) 252-7436 Fax: (701) 251-6252

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October 30, 2023

Dear Sheriff,

Enclosed please find a renewal contract for the detention or incarceration of adult inmates with the Stutsman County Correctional Center (SCCC). The daily housing and guard/transportation rates shall be effective January 1, 2024.

Please sign and return this contract to the address or email below. I shall return a copy to you with all the signatures.

Stutsman County Correctional Center  
C/O Chad Jackson, Administrator  
205 6<sup>th</sup> Street, S.E. Suite 201  
Jamestown, ND 58401

Should you have any questions please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to be 'Chad Jackson', written in a cursive style.

Chad Jackson, Administrator  
701-252-7436 ex. 6202  
[cjackson@stutsmancounty.gov](mailto:cjackson@stutsmancounty.gov)

## 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 **January 1, 2024**, 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 **\$100.00** 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 or 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 **\$45.00** 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 shall 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 **\$45.00** 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.

\_\_\_\_\_  
Chad Kaiser, Sheriff

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date