Bismarck-Burleigh Commissions Committee

MEETING
June 2, 2026

Tom Baker Meeting Room	City/County Office Building	5:00 PM

The Bismarck-Burleigh Commission Committee is scheduled to meet on Tuesday, June 2, 2026, at 5:00 PM in the Tom Baker Meeting Room, City/County Office Building, 221 North Fifth Street, Bismarck, North Dakota.

AGENDA

1. Call to Order
2. Public Comment
3. Approval of Meeting Minutes
4. Burleigh County Emergency Management Building Lease Agreement
5. 2027 Budget
   - A. Public Health
   - B. Burleigh/Morton Detention Center
   - C. City/County 1st Floor Lease Agreement
   - D. Burleigh County Courthouse Lease Agreement
   - E. IT Services Agreement
6. Other Business

ADJOURN

MEETING OF THE BISMARCK-BURLEIGH COMMISSIONS COMMITTEE

4/7/2026 - MINUTES

AGENDA

1. Call to Order

Mayor Schmitz called the meeting to order at 4:00 PM. Those present included Bismarck City Administrator Jason Tomanek, Bismarck City Mayor Mike Schmitz, Burleigh County Auditor Mark Splonskowski. Burleigh County Commissioner Steve Bakken attended the meeting via Teams.

2. Public Comment

No public comment was received.

3. Consider approval of minutes

Auditor Splonskowski moved to approve the minutes as presented and Commissioner Bakken seconded. Upon a roll call vote, all voted aye. M/C.

4. Update on Provident Building Renovation Project

Mary Senger, Burleigh County Emergency Manager, reported that the renovations at the Provident Building are on schedule, and that the County will need to continue the first floor lease and IT contract for one more year through December 2027. The estimated project completion date is the end of 2027.

5. Public Health 2027 Budget Discussion

Mayor Schmitz opened discussion of the Public Health budget for 2027. Commissioner Bakken indicated that he did not foresee a change in the County's contribution of 25% for 2027, but noted that he could not speak for the Burleigh County Commission. Renae Moch, Bismarck-Burleigh Public Health Director, indicated that she is able to proceed with budget preparations knowing the percent the County will be contributing.

6. Burleigh County Emergency Management Building Lease Agreement

Mary Senger, Burleigh County Emergency Manager, explained to the Committee that Burleigh County Emergency Management plans to leave the DCN facility and move to the Provident Building as floors are finished with construction. Ms. Senger indicated that the County intends to leave all equipment and technology that is not portable, but take portable furnishings to the new County EOC.

Gary Stockert, City of Bismarck Emergency Manager, presented information that he coordinated securing the Homeland Security grant funds that were used to purchase the portable items such as chairs, tables, and whiteboards, that the County intends to remove from the facility. Mr. Stockert provided documentation that explained his involvement, and asserts that referring to the items as County property is misleading. Mr. Stockert explained that Debbie LaCombe, the North Dakota State Grant Manager, had set up the pass-through grant through a previously established Burleigh County grant, rather than create a new record exclusively for the City of Bismarck. This decision resulted in an inaccurate representation of which organization originally performed the work to procure the items needed to establish the shared Emergency Operations Center space.

Ms. LaCombe let the Committee know the federal rules for equipment purchased with grant funds and explained that ownership can be transferred between government entities.

Auditor Splonskowski suggested exploring ways the City and County could negotiate a trade agreement for items both sides agree were County purchases.

Commissioner Bakken noted that the initial meeting with Administrator Tomanek was to begin negotiation and the intent would be to find an agreeable solution for both sides. Commissioner Bakken noted that the attorneys from both the City and the County need to meet to negotiate on how to divide the items.

Administrator Tomanek explained that the item was added to the agenda so that transparency could be maintained between the City and County on the topic.

Mayor Schmitz raised concerns about removing portable equipment that the current facility still needs to operate and emphasized following the legal requirements tied to the grants. Mayor Schmitz recommended finding a balanced solution between the City and County.

The general consensus of the group is to have the City and County attorneys engage in discussion to find a resolution.

7. Other Business

Commissioner Bakken let the Committee know that Burleigh County is discussing issues related to UTV use causing damage on public and private property throughout the County. The County is working on a long-term resolution with the State of North Dakota and a private riding club to develop a formal trail system funded by the State. He would like to start discussions with the City as some of the trails would need connections through or near City limits, and would like to work with the City to determine suitable routes.

8. Adjourn

There being no further business to discuss, the meeting was adjourned at 4:26 PM.

LEASE AGREEMENT

BETWEEN

CITY OF BISMARCK, BURLEIGH COUNTY, CITY OF MANDAN

AND

DCN, LLC

Final May 10, 2019

TABLE OF CONTENTS

LEASE AGREEMENT

THIS AGREEMENT is made and entered into by and between DCN, LLC, a North Dakota limited liability company ("Lessor" or "DCN"), and the city of Bismarck ("Bismarck"), North Dakota, a political subdivision of the state of North Dakota, the city of Mandan, North Dakota, a political subdivision of the state of North Dakota ("Mandan"), and Burleigh County, a political subdivision of the state of North Dakota ("Burleigh") (Bismarck, Mandan, and Burleigh are collectively referred to as "Lessee").

WITNESSETH THAT:

WHEREAS, DCN is the owner of certain real estate and facilities deemed desirable by Lessee for the establishment of a new, consolidated public safety communications and emergency response center; and

WHEREAS, the parties hereto desire to enter into a long term Lease Agreement, hereinafter, the "Agreement", granting the Lessee the use of certain premises at the DCN facilities in Bismarck;

NOW THEREFORE, THE PARTIES ENTER INTO THE FOLLOWING AGREEMENT:

1. **TERM**

A. The term of this Agreement shall be for twenty (20) years commencing on the date when DCN receives a temporary certificate of occupancy from the city of Bismarck for the newly constructed facility to a period of twenty years.

B. After the initial term of twenty years, Lessee shall be entitled to renew the lease term for five years at a rent that reflects the fair market value of comparable commercial space within the city of Bismarck. However, the parties agree they shall negotiate in good faith to provide Lessee a percentage reduction of the fair market value of commercial lease space at the end of the first term to reflect Lessee's payment of rent on the initial 20 year term.

2. **LEASED PREMISES**

A. The Leased Premises consists of:

1) a newly constructed addition to the DCN building in Bismarck (the "Addition") in the approximate square footage of 19,100 square feet. The design professional shall execute Addendum 1 to memorialize the as built square footage and acceptance of design for the construction of the Addition contemporaneously with the execution of this Agreement.

2) All improvements, fixtures and furnishing constructed and incorporated into the Addition.

3) The existing parking lot at DCN's Bismarck office.

4) a periodic, limited use of DCN's training room for up to 20 days per calendar year as approved by DCN. A periodic, limited use of DCN's existing multipurpose room for 5 days in any calendar year, all as approved by DCN.

3. **USE OF LEASED PREMISES**

A. The Lessee shall use the Leased Premises solely for the purpose of office space for operation of the communications and emergency management center and functionally related-related activities.

B. No change in the use of the Leased Premised by the Lessee shall be made or permitted without the prior written consent of DCN.

4. **RENT**

A. Rent for the Leased Premises for the first year shall be thirty one dollars and twenty-five cents ($31.25)per gross square foot of the Addition per calendar year. The gross square foot area shall be calculated by the design professional at the conclusion of the construction and shall be entered on Addendum 1. Lessee shall pay one-twelfth of the rent on the first of each month to DCN. Lessee shall pay separately metered utilities, any remodeling after new construction, garbage removal, property taxes, property insurance, and janitorial services separately. Lessor and Lessee may agree to consolidate garbage removal and janitorial services and share such costs on an equitable basis.

The estimated cost of construction of the Addition is six million three hundred and nineteen thousand four hundred and fifty three dollars ($ 6,319, 453.00). The estimated cost of construction is three hundred thirty dollars and eighty-six cents ($330.86) per square foot ($6,319,453 estimated cost of construction/19,100 estimated square feet). If the actual cost of construction, as determined by architect, varies by more than three percent (3%) per square foot, the rent shall be adjusted to reflect the difference between the variance and 3%. As an example, if the actual cost to construct the addition is 5% lower than the estimate, Lessee shall be entitled to a 2% reduction in the rent on a per square foot basis.

Lessee shall also be entitled, at its option, to reduce the rent by making an upfront capital contribution or equipment contribution (collectively "Capital Contributions") to defray the cost of the Addition. Lessee may make a capital or equipment contributions in increments of not less than two hundred fifty thousand dollars ($250,000) and not more than three million five hundred thousand dollars ($ 3,500,000.00) before December 31, 2021. Lessor and Lessee acknowledge that Lessee is making a grant application for the purpose of acquiring a generator and other essential equipment (the "Generator Grant") to be incorporated into Lessee's operations. Whether Lessee will be awarded the Generator Grant and the value of the Generator Grant are unknown to the parties at the time this lease is executed. Lessor and Lessee also acknowledge that Lessee is eligible for state funding through HB 1066 of 2019 legislative legislative session ("Prairie Dog Funding"). Lessee may use a portion of its Prairie Dog Funding grant as part of the Capital Contribution.

The Capital Contribution must be in increments of two hundred fifty thousand dollars ($250,000.00) and each increment of $250,000 shall reduce Lessee's rent by three percent (3%) of the rent per square foot. The maximum percentage reduction of the rent is 42% based on the maximum Capital Contribution of three million five hundred thousand dollars ($3,500,000.00) The equipment contribution, if any, shall be valued at the cost that DCN would incur to acquire the equipment, excluding sales tax and shipping.

B. Commencing on the sixth anniversary of the commencement date of the initial term , and annually thereafter for the remaining term, the annual rent shall be subject to adjustment pursuant to Article 5 hereof.

C. The annual rent payable, taxes, and insurance shall be paid in equal monthly installments on or before the first day of each month, in advance. Payment shall be by check or electronic funds transfer to DCN.

D. The Lessee hereby agrees to pay all rent, fees, taxes and charges as specified in the Agreement from time to time when due.

F. For any occupancy of the Leased Premises by the Lessee beyond the full term of this Agreement, the rent due to DCN shall be adjusted by DCN, at its sole discretion.

5. **<u>ADJUSTMENT OF RENT</u>**

A. Commencing on the sixth anniversary of the lease term commencement date and for the remainder of the term of this Agreement, the annual rent payable hereunder shall be adjusted each year by multiplying the annual rent payable in the next preceding year of the term of this Agreement by a fraction, the numerator of which shall be the C.P.I. (as hereinafter defined) published for the month of the year in which such adjustment is made and the denominator of which shall be the C.P.I. published for the month of the calendar year in which the last preceding such adjustment was made. In no event shall the annual rent payable under this Article 5 be less than the amount payable for the last adjusted period.

B. The term "C.P.I." as used herein shall mean the Consumer Price Index for all Urban Consumers, all items, Selected Large Cities, National Index, published by the Bureau of Labor Statistics of the United States Department of Labor, 1982-84 base = 100. In the event the base year is changed, the C.P.I. shall be converted to the equivalent of the base year 1982-84 = 100.

6 **FAILURE TO PAY RENT**

A. Failure to pay all rent, fees and charges when due or to comply with any other of the Lessee's financial obligations to DCN under this Agreement, hereinafter, "monetary default", shall entitle the DCN to re-enter and take possession of the Leased Premises upon giving the Lessee ten (10) days advance written notice of its intention to do so, if said monetary default has not been remedied within said (10) day period. However, the DCN may extend the time period to correct the default if it determines, in its sole discretion, that due diligence is shown by the Lessee in curing the default. All amounts not paid by the Lessee when due shall bear interest at the maximum rate allowed by law.

B. DCN's agents or employees shall not be liable for any civil or criminal claim or cause of action because of entering the Leased Premises and improvements at reasonable times and in a reasonable manner to carry out the provisions of this Article.

7. **LESSEE'S RIGHTS AND OBLIGATIONS**

The parties hereto covenant and agree as follows:

A. This Lease Agreement is subject to all applicable laws and ordinances and such reasonable rules and regulations as may be adopted by the city of Bismarck acting in its capacity as the city of Bismarck (and not as Lessee). DCN shall make every effort to preserve Lessee's use of the Leased Premises.

B. Lessee agrees to require its employees to wear suitable attire and, if the DCN shall so request, to wear or carry badges or other suitable means of identification, which shall be subject to the prior and continuing approval by DCN.

C. Lessee shall observe and comply with any and all applicable Federal, State and local laws, statutes, ordinances and regulations and shall abide by and be subject to all rules and regulations which are now, or may from time to time, be promulgated concerning operation and use of the Premises.

D. Lessee shall be responsible for all its expenses in connection with its operation at the DCN Premises and the rights and privileges herein granted, including without limitation by reason of enumeration, taxes, property taxes, permit fees, license fees, building insurance, and assessments lawfully levied or assessed upon the Lessee, and to secure all such permits and licenses. Lessee shall reimburse DCN for its share of building insurance and property taxes based on the incremental increase in insurance and property taxes on the Addition. If the actual, incremental increase can be determined from the invoice of DCN's insurer and from the real property assessor, such amount shall be Lessee's share. If the actual, incremental increase cannot be determined, Lessee shall pay a pro rata portion of building insurance and property taxes based on the relationship between the square footage of the Addition to the square footage of the entire DCN building.

E. Lessee agrees for itself, its agents and employees that it will not perform any acts or carry on any practices which could result in the necessity to repair or replace DCN property, at Lessee's expense, normal wear and tear excluded, or be a nuisance or menace to other users of the DCN Property. Concerning the construction of the Addition, DCN grants to Lessee the opportunity to have direct communications with DCN's design professionals to provide opportunity for the Lessee to express preferences for the design and construction of the Addition.

F. DCN covenants that upon Lessee paying the rent and performing the covenants and conditions herein contained, Lessee shall peacefully and quietly have, hold and enjoy the Leased Premises.

8 **DCN'S RIGHTS AND OBLIGATIONS**

A. Except as herein provided, the DCN agrees that it will, with reasonable diligence and in a manner consistent with that of a reasonably prudent landlord, maintain and keep in good repair all common use and public appurtenances, facilities and equipment provided by DCN as the same relates to Lessee's business.

B. DCN reserves the right to deny access to the Addition or to DCN's facilities to any person, firm or corporation that fails or refuses to obey and comply with such Rules and Regulations.

9 **UTILITIES AND MAINTENANCE**

A. Lessee will be provided an opportunity to inspect the Addition to determine that it complies with the applicable building code and, once compliance is achieved accepts the Addition and all Leased Premises "as is" without further obligation of DCN to modify or improve.

B. The Lessee shall, at its expense, contract with the furnishers of all utilities for the furnishing of such services to the Leased Premises and shall pay for all water, gas, electricity, sanitary sewer service, other utilities, telephone, and cable television furnished to the Addition. DCN will provide security cameras and night vision cameras for the entire Premises, including the Addition.

C. DCN shall not be responsible for bringing any utilities to the Leased Premises that are not present at the commencement of this Agreement.

D. DCN agrees during the term of this Agreement that it shall keep all and every part of the Structural Portion of the Leased Premises in such state of repair as at the commencement of the term hereof, except for reasonable wear and tear or damage by fire or other casualty (unless caused by the acts of Lessee, its agents, servants or employees). For the purposes of this Agreement the Structural Portion is defined as the roof, foundation, exterior walls and HVAC systems of the Premises, including the Addition.

E. Lessee agrees during the term of this Agreement that It shall keep all and every part of the Interior Portion of the Leased Premises in such state of repair as at the commencement of the term hereof or as the Leased Premises may be improved during the term hereof, except for reasonable wear and tear or damage by fire or other casualty (unless caused by the acts of Lessee, its agents, servants or employees). For the purpose of this Agreement the Interior Portion of the Leased Premises shall include interior walls, ceilings, doors, Interior plumbing and electrical systems and routine maintenance of the HVAC system. Lessee further agrees to keep the Leased Premises in a clean, orderly condition and not to injure, overload or deface, or to suffer to be Injured, overloaded or defaced the Leased Premises or any part thereof. Lessee agrees that all repairs shall be accomplished in a workmanlike manner. In the event Lessee fails to commence to maintain, clean, repair, replace, rebuild or repaint within a period of thirty (30} days after written notice from DCN to do any maintenance or repair work required to be done under the provisions of this Agreement, or to diligently continue to completion any repairs, replacement, rebuilding, painting or repainting as required under this Agreement; then, DCN may, at its option and in addition to any other remedies which may be available to it, enter the space involved, without such entering causing or constituting a cancellation of this Agreement or an interference with the use of the space, and repair, replace, rebuild or paint all or any part of the space, and do all things reasonably necessary to accomplish the work required, and the cost and expense thereof shall be payable to DCN by Lessee on demand, as additional rent.

F. DCN shall be responsible for regular and periodic maintenance of the parking lot including snow removal. Said maintenance and snow removal will be prioritized in accordance with existing DCN Policies or as they may be amended from time to time. Maintenance to be performed on parking lot will be determined by DCN and completed at DCN's sole discretion. DCN will construct a secure fence in part of the exterior of the Premises that permits Lessee secure access to the Premises and the Addition. If DCN concludes a significant repair of the parking lot is necessary after ten years, Lessee agrees to pay a pro rata cost of such repair. Lessee's pro rata cost is the relationship between the Addition square footage to the entire square footage of the building.

G. DCN shall be responsible for regular and periodic lawn care to include mowing grass, trimming trees and shrubs, maintenance of underground sprinklers and sprinkler system, lawn fertilization and weed control. Scheduling and completion of regular and periodic lawn care maintenance items will be accomplished by the DCN at DCN's discretion.

10. **CONSTRUCTION AND REPAIR OF LESSEE'S IMPROVEMENTS**

A. No improvements, structures, alterations, or additions shall be made in, to, or upon the Leased Premises without the prior written consent of DCN, and all such improvements, structures, alterations, additions and work shall be in accordance with any conditions relating thereto then stated in writing by DCN. This shall include the New Improvements undertaken at the commencement of this Agreement.

B. At the time of requesting approval by DCN, the Lessee shall submit preliminary plans for such improvements, which shall conform to the general architectural scheme and overall plans adopted by DCN for the Addition. Lessee shall prepare and obtain the DCN's approval of working drawings and specifications which shall be a true and accurate reflection of the preliminary plans so approved. All construction shall conform to the approved working drawings and specifications. No substantial change, addition or alteration shall be made in said working plans or specifications or in the construction called therefor without the DCN's prior written approval. When construction work is commenced, it shall be completed with reasonable dispatch. Upon completion of said improvements, the Lessee shall furnish DCN, at no charge, two (2) complete sets of as built" drawings of the improvements as constructed. The "as built" drawings shall be on CAD or mylar as DCN may direct.

C. All Improvements constructed by the Lessee pursuant to this Section shall conform in all respects to all applicable building codes, ordinances, statutes, rules and regulations of all governmental agencies having Jurisdiction. During the term of this Agreement, title to the Addition, and any subsequent improvements, structures, alterations or additions erected or installed in or on the Leased Premises by the Lessee pursuant to this Article shall remain in the Lessee. Upon the expiration, earlier termination or renewal of this Agreement, or the making of a renewal of successor agreement, said structures, improvements, alterations or additions, except Lessee's trade fixtures, shall become the property of DCN.

D. Trade fixtures may be installed with the prior written consent of the City.

11. **INSURANCE. DAMAGE OR DESTRUCTION**

A. DCN shall procure and maintain, throughout the term of this Agreement, insurance protection for fire and extended coverage on the Leased Premises for one hundred percent (100%) of the actual replacement cost. Lessee shall reimburse DCN for Lessee's share of insurance as specified in this lease.

B. DCN shall settle all losses directly with the insurance carrier. The proceeds of all insurance shall be paid to DCN and shall, at the DCN's option, be for the repair and reconstruction of the improvements to the

Leased Premises or the demolition thereof.

C. In the event the Leased Premises are damaged or destroyed to the extent that they are unusable by Lessee for the purposes for which they were used prior to such damage, or same is destroyed, DCN shall have the election of repairing or reconstructing the improvements substantially as they were immediately prior to such casualty or in a new or modified design consistent with Lessee's use thereof under the provisions of Article 9 hereof or as provided in Section D hereof.

D. In the event DCN in its sole and absolute discretion determines it to be impractical to repair and reconstruct the Leased Premises, DCN may terminate this Agreement and retain the insurance proceeds. In the event that DCN elects to repair the Leased Premises, this Agreement shall continue. During any period of time that a significant portion of the Leased Premises is untenantable due to casualty repair, Lessee shall be entitled to a pro- rata reduction in rent based upon the untenantable square footage.

E. Lessee shall, at its expense, replace and repair any and all of Lessee's fixtures, equipment and other personal property necessary to properly and adequately continue its business on the Leased Premises, but in no event shall Lessee be obligated to provide equipment and fixtures in excess of those existing prior to such damage or destruction.

F.

In the event of damage or destruction of DCN property caused by the

Lessee, its agents, employees, vehicles or other equipment, Lessee agrees to repair, reconstruct, or replace the affected property to the condition which existed prior to such damage or destruction. Lessee further agrees to cause such repair, reconstruction or replacement of affected property with due diligence and the repair must return the Leased Premises to its original or better condition.

12. **DCN'S RIGHT TO ENTER LEASED PREMISES**

DCN reserves the right to inspect the Leased Premises and improvements at any reasonable time, with prior notification, throughout the term of this Agreement. When, for any reason, an entry is deemed necessary, and Lessee is not present to permit such entry, DCN, its agents and employees, shall be permitted to enter the Leased Premises and improvements. DCN's agents or employees shall not be liable for any civil or criminal claim or cause of action for damage because of entering the Leased Premises or improvements at reasonable times and in a reasonable manner for purposes consistent with its responsibilities as owner of the Leased Premises.

13. **INDEMNITY AND WAIVER OF DAMAGES**

The Lessee hereby agrees to occupy and use the Leased Premises in compliance with said rules and regulations so adopted and hereby waives any claims, rights, damages or costs of any kind against DCN incurred by Lessee in complying with said rules and regulations. Lessee shall indemnify and hold DCN harmless against any claims, causes of actions, lawsuits, or judgments arising from Lessee or

Lessee's occupants use of the Addition and Premises.

14. **ENVIRONMENTAL CONSIDERATIONS**

15. **INSURANCE**

Lessee shall, at its expense, maintain insurance in full force and effect during the term of this Agreement. The Insurance policy shall include, but not by way of limitation, personal injury, property damage, and automobile coverage . Such Coverage is subject to periodic Adjustments upward by Lessee based on the Lessee's own assessment of the risks Associated with its operations at the Addition.

16. **SIGNS**

Lessee shall have the right, at its own expense, to install and maintain signs for the purpose of identification. Prior to installation of such signage, the Lessee shall submit plans and obtain the approval of DCN. Said approval shall not be unreasonably withheld. In the event the signs are removed and not replaced, Lessee shall repair that area to its normal appearance.

17. **GOVERNMENT RESERVATIONS AND RESTRICTIONS**

[Intentionally blank].

All political subdivisions collectively referred to as Lessee in this Agreement are jointly and severally liable for the obligations of Lessee in this Agreement.

18. **DCN'S RIGHT OF TERMINATION**

In addition to any conditions as specified herein and all other remedies available to DCN, this Agreement shall be subject to termination by DCN should any one or more of the following occur:

A. If Lessee shall voluntarily abandon or discontinue the conduct and operation of its business on the Leased Premises for a continuous period of ninety (90) days, except when such abandonment is caused by fire, earthquake, war, strike or other calamity beyond the Lessee's control.

B. If Lessee shall fail to perform, keep and observe any of the applicable covenants and conditions contained in this Agreement, provided that upon the happening of any contingency recited in this Section, Lessee shall be given written notice to correct or cure such default, failure to perform or breach. If, within thirty (30) days from the date of receipt of such notice, the default, breach or complaint shall not have been corrected in a manner satisfactory to DCN, then and in such event, DCN shall have the right at once to declare this Agreement terminated. DCN does, however, reserve the right to extend the time period to correct the default if, in its opinion, due diligence is shown by Lessee in curing the default.

C. If under any of the foregoing provisions of this Article, DCN shall have the right to re-enter and take possession of the Leased Premises, DCN may enter and eject Lessee and those claiming through or under it, and remove their property and effects (using reasonable force, if necessary) without any liability therefore; without prejudice to any remedies of DCN in the event of default by the Lessee; and without liability for any interruption of the conduct of the affairs of Lessee or those claiming through or under it.

19. **<u>LESSEE'S RIGHT OF TERMINATION</u>**

A. In addition to all other remedies available to the Lessee, this Agreement shall be subject to termination by Lessee should any one or more of the following occur:

1) The breach by DCN of any covenants, terms or conditions of this Agreement to be kept, performed and observed by DCN and the failure to remedy such breach for a period of sixty (60) days after written notice from Lessee of the existence of such a breach;

2) The inability of Lessee to conduct its business at the Premises in substantially the same manner and to the same extent as theretofore conducted, for a period of at least ninety (90) days, because of (1) any law, or (2) any rule, order, judgment, decree, regulation or other action or nonaction of any governmental authority, board, agency or officer having jurisdiction thereof;

3) The taking of the whole or any part of the Leased Premises by the exercise of any right of condemnation or eminent domain.

B. In the event any of the contingencies described in this Article 19, Section A, Paragraphs 1,2,4,5 and 6 herein occur, the rent shall be abated for those portions of the Leased Premises which are rendered untenantable from the time of such happening until the affected premises are returned for Lessee's use.

20. AGREEMENT SUBORDINATE TO BOND INSTRUMENTS

[Intentionally blank].

21. **ASSIGNMENT AND SUBLETTING**

Neither Lessee nor any successor of Lessee shall in any manner, directly or indirectly, by operation of law or otherwise, assign, sublet, transfer or encumber any of Lessee's rights in and to this Agreement or any interest therein, nor license or permit the use or the rights herein granted in whole or in part without the prior written consent of DCN. Such consent shall not be unreasonably withheld, providing, that, any such assignee shall be a professional, competent business, acceptable to DCN, possess sufficient financial resources and security to assure compliance with all the terms and conditions of this Agreement.

22. **ADVANCES BY DCN**

If the Lessee should fail to do what is required to be done under the terms and conditions of this Agreement, except for the payment of rents, fees or charges, DCN may, at its sole option and after giving written notice to the Lessee, perform such act on behalf of the Lessee. Upon notification to the Lessee of the cost thereof by DCN, the Lessee shall promptly pay DCN the amount due, as additional rent.

23. **LEGAL CLAIMS AND ATTORNEY FEES**

A. Each party hereto shall promptly report to the other any claim or suit against it arising out of or in connection with the Leased Premises or the operation of the Lessee's business. DCN and Lessee shall each have the right to settle and/or defend the same to the extent of its own interest; provided the defense of the same has not been tendered and accepted by the other party. The Lessee is an independent contractor in every respect, and not the agent of DCN.

B. If any legal action is instituted by the parties hereto to enforce this Agreement, or any part thereof, the prevailing party shall be entitled to recover reasonable attorney's fees and court cost. Any such legal action shall be commenced and maintained in Burleigh County, North Dakota, regardless of Lessee's residence or place of business.

24. **ENCUMBRANCES AND LIENS**

A. Lessee's interest in the Leased Premises may not be encumbered by the Lessee for any purpose.

B. Lessee agrees that it shall, during the term of this Lease Agreement, pay directly or cause to be paid, all costs and expenses for work done and materials delivered to the Leased Premises and for improvements made to the Leased Premises at Lessee's request. Lessee shall keep the Leased Premises free and clear of all mechanic's or materialmen's liens or any other liens on account of any work done on the Leased Premises at Lessee's request. Lessee agrees to and shall indemnify, and hold DCN free from and harmless against all liability, loss, damage, cost, attorney's fees (where allowable by law) and all other expenses on account of claims of lien of laborers or materialmen, or others, for work performed or materials or supplies furnished to Lessee for use on the Leased Premises.

25. **NONDISCRIMINATION**

A. Lessee, for it, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the

Leased Premises, for a purpose for which a United States Government program or activity is extended, Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

B. Lessee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, creed, color, sex, national origin, age, disability or marital status shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, creed, color, sex, national origin, age, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil

Rights Act of 1964, and as said Regulation may be amended.

C. Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, sex, age, disability or marital status be excluded from participation in any employment activities covered in 14 CFR Part 152, Subpart E. Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart E. Lessee assures that it will require that its covered suborganizations provide assurances to Lessee that they similarly will undertake affirmative action program and that they will require assurances from their suborganizations, to the extent required by 14 CFR Part 152, Subpart E, to the same effect.

D. Lessee agrees to comply with all other State and Federal statutory and constitutional non-discrimination provisions. In addition, Lessee agrees to comply with all pertinent provisions of the Americans with Disabilities Act of 1990, P.L. 101-336, July 26, 1990, 42 USC 12101, et seq.; and all pertinent regulations pursuant thereto. Lessee shall not discriminate in the use of the Leased Premises or any access thereto if such Leased Premises are used as a public accommodation or in connection with a public service. Lessee will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status.

E. In this connection, DCN reserves the right to take whatever action it might be entitled by law to take in order to enforce this provision. This provision is to be considered as a covenant on the part of Lessee, a breach of which, continuing after notice by DCN to cease and desist and after a determination that a violation exists made in accordance with the procedures and appeals provided by law, will constitute a material breach of this Agreement and will entitle DCN, at its option, to exercise its right of termination as provided for herein, or take any action that it deems necessary to enforce compliance herewith.

F. Lessee shall include the foregoing provisions in every agreement or concession pursuant to which any person or persons, other than Lessee, operates any facility on the Leased Premises providing service to the public and shall include thereon a provision granting DCN a right to take such action as to enforce such covenant.

26. **PRIOR AND COLLATERAL AGREEMENTS**

This Agreement shall constitute the entire Agreement between the parties and no other stipulation, letter of intent, agreement or understanding, written or oral, expressed or implied of the parties hereto or of their agents, relating to the Agreement and use of the Leased Premises demised in Article 2 herein, shall limit or modify its terms. This Agreement shall, as of the commencement date hereof, cancel and supersede all prior agreements, written or oral, expressed or implied, between the parties for the rights granted herein. This Agreement shall not be subject to modification or change except by written instrument duly signed.

27. **SEVERABILITY**

If any term or provision of. this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

28. **NON-WAIVER OF BREACH**

The waiving of any of the covenants of this Agreement by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenants. The consent by DCN to any act by Lessee requiring DCN's consent shall not be deemed to waive consent to any subsequent similar act by Lessee.

29. **VENUE**

This Agreement is to be construed in accordance with the applicable laws, rules and regulations of the State of North Dakota and the County of Burleigh.

30. **TIME OF ESSENCE**

It is mutually agreed that time is of the essence in the performance of all covenants and conditions to be kept and performed under the terms of this Agreement.

31. **HOLDOVER POSSESSION OF LEASED PREMISES BY LESSEE**

Any holding over at the expiration or termination of the term of this Agreement, with or without the consent of DCN, shall constitute a tenancy from month-to-month. The month-to-month tenancy shall be subject to all other terms and conditions of this Agreement, with the exception of rent; which shall be determined by DCN in its sole discretion.

32. **SURRENDER OF POSSESSION**

Upon the expiration of this Agreement or its earlier termination as herein provided, Lessee shall remove all of its personal property from the Leased Premises and surrender entire possession of its rights at Premises to DCN, unless, at the discretion of DCN, this Agreement is renewed or replaced.

33. **APPROVAL OR DIRECTION BY CITY**

Wherever consent, approval or direction by DCN is required under this Agreement, such consent, approval or direction by DCN shall be effective if given by the General Manager of DCN in writing.

34. **NOTICES**

All payments, demands and notices required herein shall be deemed to be properly served if hand delivered, or if sent by certified or registered mail, postage prepaid, or courier (FedEx, UPS, Airborne, OHL, etc.) to the last address previously furnished by the parties hereto. Until hereafter changed by the parties, in writing, notices shall be addressed as follows:

DCN:

GENERAL MANAGER

4202 Coleman Street

Bismarck, ND 58503

Lessee:

[ ]

The date of service of such notice shall be the date such notice is delivered by hand or is deposited in a Post Office of the U.S. Postal Service.

35. **PARAGRAPH HEADINGS**

Paragraph headings contained herein are for convenience in reference only, and are not intended to define or limit the scope of any provisions of this Agreement.

36. **ENTIRE AGREEMENT**

A. This Agreement consists of Articles 1 to 36, inclusive, Addendum 1.

B. It constitutes the entire agreement of the parties hereto and may not be changed, modified, discharged or extended except by written instrument duly executed by DCN and Lessee. The parties agree that no representations or warranties shall be binding upon DCN or Lessee unless expressed in writing in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

BURLEIGH COUNTY COMMISSION

By:____________________
Name: Brian D. Bitner
Title: Chair

CITY OF BISMARCK

By:____________________
Name: Steve Bakken
Title: Mayor

CITY OF MANDAN

By: [signature]
Name: Timothy A. Helbling
Title: Mayor, Mandan

Acknowledged and agreed to this 10th day of May, 2019:

DCN, LLC

By: [signature]
Name:
Title: Seth Arndorfer, CEO

ADDENDUM 1

The Design Professional hereby certifies the gross square footage of the Addition contains __________ square feet.

Date:_____________ Design Professional:______________

Signature

ADDENDUM 1

The Design Professional hereby certifies the gross square footage of the addition contains as per Exhibits 1 & 2 the following square feet per foot.

First Floor = 10,056 Sq.Ft.

Second Floor = 9,288 Sq.Ft.

Second Floor Patio = 568 Sq.Ft.

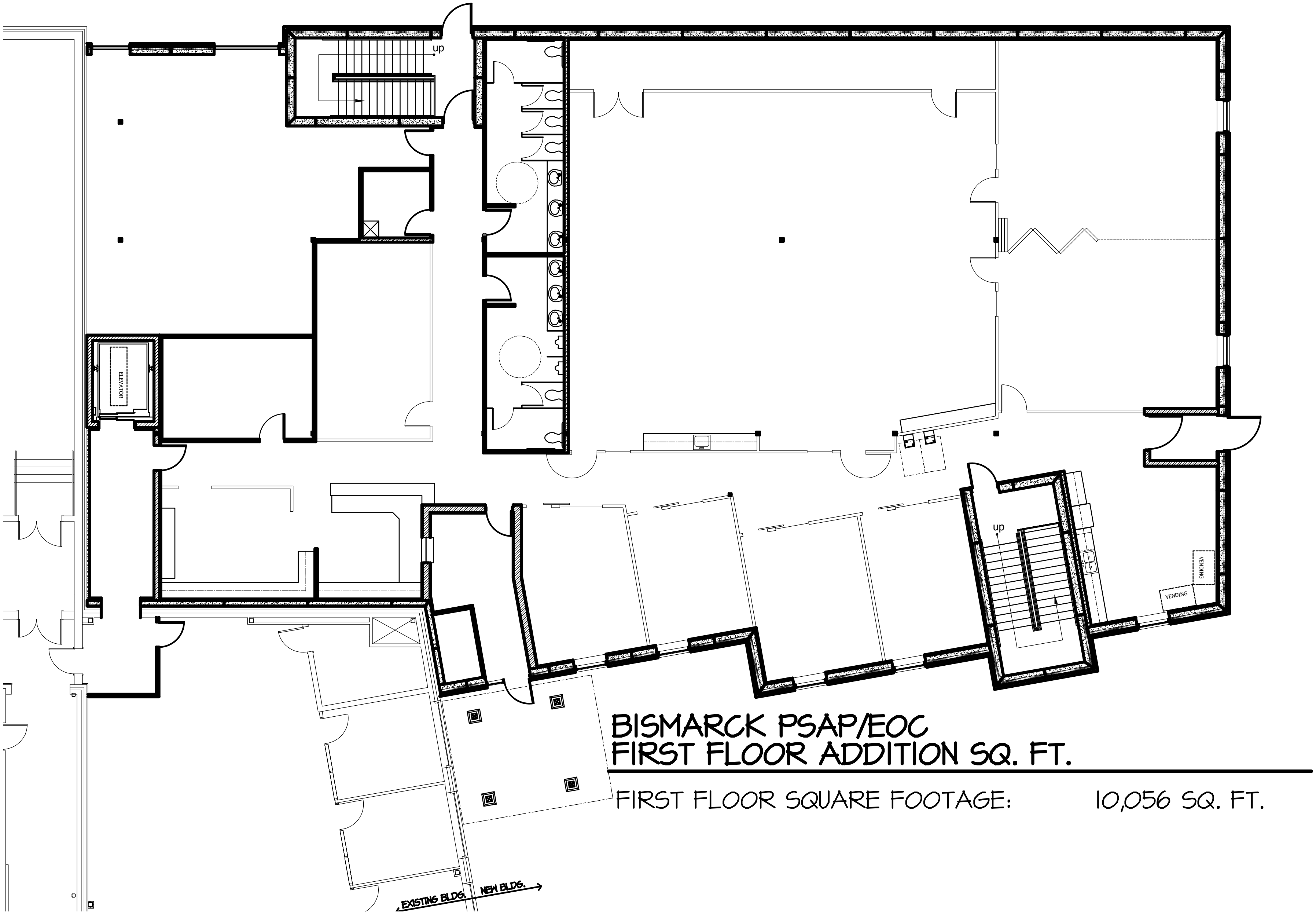
Total of 19,912 Sq.Ft.

Date: 04.15.2021

Signed by Terry L. Stroh AIA Principal TL Stroh Architects Ltd.

Terry L Stroh

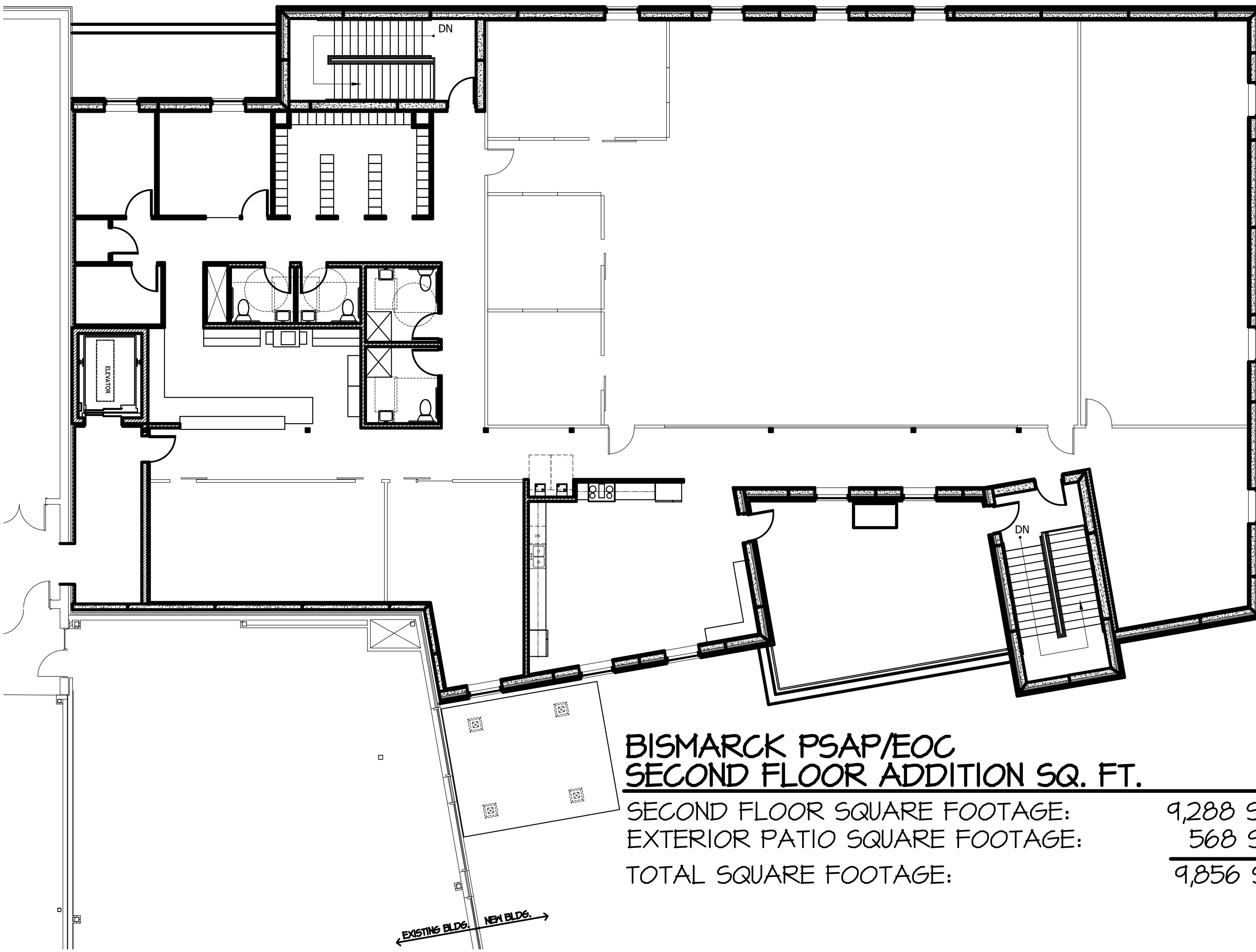
EXHIBIT #1 Date: 04.15.2021



BISMARCK PSAP/EOC
FIRST FLOOR ADDITION SQ. FT.

FIRST FLOOR SQUARE FOOTAGE: 10,056 SQ. FT.

EXHIBIT #2 Date: 04.15.2021



BISMARCK PSAP/EOC
SECOND FLOOR ADDITION SQ. FT.

SECOND FLOOR SQUARE FOOTAGE:	9,288 SQ. FT.
EXTERIOR PATIO SQUARE FOOTAGE:	568 SQ. FT.
TOTAL SQUARE FOOTAGE:	9,856 SQ. FT.

2026 CONTRACT FOR PROVISION OF PUBLIC HEALTH SERVICES

THIS AGREEMENT is between the City of Bismarck (**Bismarck**) and Burleigh County (**Burleigh**) collectively known as the "Parties".

PRELIMINARY STATEMENT

Bismarck is a home rule city organized and operated under a Home Rule Charter pursuant to Chapter 40-05.1, North Dakota Century Code. **Burleigh County (Burleigh)** is a county organized and operated pursuant to Title 11 of the North Dakota Century Code.

The Parties have the authority to enter into a Joint Powers Agreement pursuant to Section 54.40.3-01, North Dakota Century Code and Article VII, Section 10 of the North Dakota Constitution. The Parties each have the authority to provide public health services.

FOR VALUABLE CONSIDERATION and pursuant to NDCC Chapter 54-40.3, Article VII, Section 10, North Dakota Constitution, and NDCC Section 23-35-04 which allows Burleigh and Bismarck to enter into an agreement to provide health services to Burleigh and the cities throughout Burleigh which do not have a public health unit, the parties agree as follows (the "Agreement"):

1. Purpose. Burleigh and Bismarck hereby enter into this Agreement in accordance with state statute to provide public health services in Burleigh and in the cities throughout Burleigh which do not have a public health unit.

2. Authority. Bismarck has the authority under NDCC Chapter 23-35 to form and operate a public health department and to provide public health services. Burleigh has the authority under NDCC Section 23-35-04(2) to enter into an agreement, with a city public health department, that complies with NDCC Chapter 54-40.3, for the provision of health services within the county and in cities throughout the county which do not have public health services. The Parties, pursuant to the authority contained in NDCC Chapter 54-40.3 and North Dakota Constitution Article VII, Section 10 and the above listed sections hereby enter into this Agreement for the provision of health services in Burleigh and cities in Burleigh that do not have public health services.

3. Financial Administration. **Burleigh** will pay to **Bismarck** an annual sum billed in equal monthly payments, in return for the provision of services by Bismarck-Burleigh Public Health as set forth below. **The total contract amount for 2026 is $600,310.**

4. Contracts. All contracts, grant applications, or grant acceptances regarding the normal operations of Bismarck-Burleigh Public Health shall be approved by Bismarck. Any grant funds awarded to Bismarck- Burleigh Public Health shall be applied to programs for the benefit of both rural Burleigh and Bismarck residents.

5. General Administration-Committee. The general administration of this Agreement shall be under the supervision of a committee (the Committee) made up of the Burleigh County Auditor, the Bismarck City Administrator, and the Director of Bismarck-Burleigh Public Health. The Committee is not an independent entity. It is an administrative entity without separate legal existence from its constituent members. The committee shall have no decision-making authority regarding the operation of Bismarck-Burleigh Public Health. The committee's primary responsibility shall be mediating and addressing any issues that may arise in the provision of services under this Agreement. Reports concerning the proposed disposition of issues arising under this Agreement shall be reported to each governing body for final disposition.

6. Services. Under this Agreement, public health services provided in rural Burleigh County by Bismarck-Burleigh Public Health will include, but are not limited to, the core functions outlined in ND Century Code 23-35-02.

7. Relationship of Parties: This Agreement shall not be construed to create any form of any employment relationship between Burleigh and Bismarck-Burleigh Public Health, or any person designated by Bismarck-Burleigh Public Health under the provisions of this Agreement. It is the intention of the parties hereto to maintain separate and distinct organizations, and Bismarck-Burleigh Public Health through its designated employees shall at all times be acting as an independent contractor in providing services to and for the benefit of Burleigh. Bismarck-Burleigh Public Health shall be responsible to control and supervise all of its employees and to pay compensation to or for the employees of all wages, salaries, taxes, withholding payments, fees, as well as other benefits or compensation to any pension or retirement plans. Bismarck-Burleigh Public Health shall not claim that Burleigh is responsible for the payment of any of the foregoing payments, withholdings, contributions, or taxes in relationship to its designated employees.

8. Effective Date. This Agreement shall become effective upon signature of all the parties.

9. Term. The term of this Agreement is from **January 1, 2026, through December 31,2026** subject to cancellation by either Burleigh County or the City of Bismarck upon 60 days' notice.

10. This Agreement supersedes and replaces the AGREEMENT FOR PROVISION OF PUBLIC HEALTH SERVICES FOR BURLEIGH COUNTY BY THE CITY OF BISMARCK PUBLIC HEALTH or any other agreement for the provision of public health services currently in affect between the Parties.

BURLEIGH COUNTY

Dated this 5 day of January, 2026

Brian Bitner, Chair
Burleigh County Commission

Attest:

Mark Splonskowski
Burleigh County Auditor

CITY OF BISMARCK

Dated this ____ day of 1/12/2026, 20__

DocuSigned by:
DB23347C43514F0...
1/12/2026
Michael T. Schmitz, President
Board of Bismarck City Commissioners
City of Bismarck

DocuSigned by:
146B96DE1F8A437...
1/8/2026
Renae A. Moch, Director
Bismarck-Burleigh Public Health

Attest:
DocuSigned by:
Jason Tomanek
8C5375460CFE4F0...
1/12/2026
Jason Tomanek, Administrator
City of Bismarck

INMATE HOUSING AGREEMENT AT BMDC

The parties to this contract are Burleigh County, acting through the **Burleigh Morton County Detention Center** (BMDC) and the City of Bismarck, hereinafter referred to as Contracting Agency;

WHEREAS, BMDC and thereby Burleigh County is authorized, by law, to have charge and custody of the county jail and county prisoners or inmates; and

WHEREAS, the Contracting Agency desires to designate the BMDC as a place of confinement for the incarceration of one or more inmates lawfully committed to its custody; and

WHEREAS, BMDC is desirous of accepting and keeping in its custody such inmates in the BMDC for a rate of compensation and covenants mutually agreed upon by the parties hereto;

WHEREAS, North Dakota Century Code and other North Dakota law, as amended, authorizes any county to contract with any other county, city or agency to perform any government service, activity or undertaking which each Contracting Agency is authorized by law to perform; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this agreement as authorized and provided for by North Dakota Century Code and other North Dakota law, as amended,

NOW, THEREFORE, in consideration of the above and forgoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable, consideration, the parties hereto agree as follows:

1. DEFINITIONS

The term "Inmate": means any individual, whether in pretrial, unsentenced, or sentenced status, as defined by the BMDC.

The term "Day": One prisoner day shall be each day or portion thereof which a prisoner appears in custody on the BMDC inmate records management system. Each Contracting Agency shall be charged for each prisoner who is detained in the BMDC on a charge and/or conviction from the Contracting Agency.

2. TERMS

The term of this contract is for a period beginning on January 1, 2026 and expiring on December 31, 2026. This agreement remains in effect unless terminated in writing by either party pursuant to paragraph #3 of this agreement.

3. TERMINATION

This agreement may be terminated by either party, on written notice from either party to the other party, delivered by regular mail, to the contact person identified herein, provided that termination shall become effective thirty (30) days after receipt of such notice, unless an emergency situation requires the immediate relocation of the Contracting Agency's inmates. Within said thirty (30) days the Contracting Agency agrees to remove its inmates from the BMDC. Termination does not excuse financial obligations incurred prior to the notice or during the thirty (30) day window subsequent to delivery of the notice.

4. RENEWAL AND MODIFICATIONS

This contract will automatically renew for successive one year periods. The BMDC will provide written notice to the Contracting Agency of BMDC's intent to modify this contract at least ninety (90) days before the intended change takes effect. All amendments to this agreement shall be mutually approved and authorized in writing.

5. SCOPE OF SERVICE

The BMDC, in exchange for the compensation paid by the Contracting Agency under this contract, agrees to provide the following services: The BMDC shall accept and provide for the secure custody, safekeeping, housing, subsistence and care of Contracting Agency's inmates in accordance with all state and local laws, standards, regulations, policies and court orders applicable to the operation of the facility. The BMDC will not guarantee any inmate population under this contract.

6. COMPENSATION

Contracting Agency will pay for the services provided by the BMDC under this contract an amount of $100.00 per inmate, per day. The parties agree the BMDC will not charge a separate booking fee in addition to said daily rate. The date of booking into the BMDC, no matter how much, or little time of a twenty-four (24) hour day it constitutes, shall be designated as one day of incarceration, and will be billed to the Contracting Agency as a day of custody in the BMDC. To compensate, BMDC will not bill the Contracting Agency for a day in custody, on the day the inmate is released from custody regardless of how much, or little time of a twenty-four hour day it constitutes.

7. BILLING AND PAYMENT

BMDC will provide the Contracting Agency with an itemized bill listing all names of inmates who are housed, the number of days housed (including the date and time of booking and date and time of release), and the dollar amount due for each inmate. BMDC agrees to provide said bill by the 10th day of each month. The Contracting Agency agrees to make payment to BMDC within thirty (30) days of receipt of such bill.

8. ACCEPTANCE OF PRISONERS

The Contracting Agency acknowledges that BMDC has the obligation to manage the level of occupancy for all inmates in the custody of BMDC. Inmate space availability shall be determined exclusively by BMDC supervisors. BMDC does not guarantee any bed availability under the agreement. The Contracting Agency acknowledges that medical clearance may be required prior to any transfer of custody for prisoners who have difficulties walking, talking, visible injuries, potential of internal injuries, head trauma, excessive alcohol or drug ingestion, ingestion in conjunction with pregnancy, or diabetes. The Contracting Agency has the duty and responsibility to disclose all known or suspected hazardous conditions that may adversely affect the prisoner's health. The Contracting Agency acknowledges that regardless of medical clearance, BMDC supervisors have the authority to refuse to take custody of individuals whose physical or mental condition presents challenges that are beyond the BMDC staff's abilities to provide for the reasonable needs of the inmate. Reference North Dakota Correction Facility Standard #30 and #59.

9. RIGHT OF REFUSAL

The BMDC has the right to refuse to provide service for any Contracting Agency inmate that becomes, in the sole reasonable discretion of the BMDC administration, abnormally dangerous to self, others, or property or becomes abnormally burdensome financially, medically, supervisory, or otherwise. If the

BMDC deems an inmate of the Contracting Agency abnormally burdensome or abnormally dangerous the BMDC may refuse receipt of the inmate, or if the condition develops after BMDC's initial receipt of custody, notify the Contracting Agency of the determination and direct the Contracting Agency to appear at the BMDC and resume custody of the inmate. Additionally, Contracting Agency has pursuant to this agreement agreed to hold harmless and indemnify the BMDC.

10. RIGHT OF INSPECTION

The Contracting Agency acknowledges that BMDC shall be obligated to manage, maintain, and operate its facility consistent with all applicable federal, and state laws and regulations, being subject to inspection by the DOCR Office of Facility Inspections. The Contracting Agency has the right to inspect, at all reasonable times, all BMDC housing areas where the Contracting Agency's inmates are being held in order to determine if BMDC maintains standards of confinement acceptable to the Contracting Agency and that such inmates are treated equally regardless of race, religion, color, creed or nation origin.

11. FURLOUGHS, PASSES AND WORK RELEASE

BMDC agrees that no early release or alternatives to incarceration, including furloughs, passes, or electronic home detention, shall be granted to any inmate housed pursuant to this agreement without written authorization by the committing court, and notification of contracting agency.

12. INMATE PROPERTY

The Contracting Agency agrees that the Contracting Agency may only transfer to BMDC, limited amounts of prisoner personal property, consisting of the clothing being worn by the person, non-dangerous items held on their person, and a purse or small day pack.

13. INMATE PROPERTY NOT ACCEPTED

The Contracting Agency acknowledges that BMDC will not accept any excess inmate property, or dangerous items into the facility, (during or after the transfer of custody). The Contracting Agency acknowledges the following are items that will not be accepted; guns, knives, edged weapons, dangerous weapons, tools, large backpacks, luggage, bags, bicycles, alcohol, chemicals, explosives, perishable food items, any unidentified substance and electronics other than cell phone. The Contracting Agency acknowledges that the BMDC supervisors have the authority to refuse any questionable item they feel poses a safety or security risk to the facility and staff.

The Contracting Agency agrees that refused items of inmate property are to be removed from BMDC by the transporting officer, at the time of the officer's departure, following the transfer of custody. Abandoned items on BMDC property will not be the responsibility of BMDC.

14. RESPONSIBILITY FOR OFFENDERS CUSTODY

BMDC agrees it is primarily responsible for the day to day care, custody and control of the Contracting Agency's inmates when they are within the BMDC facility. The Contracting Agency agrees that the Contracting Agency is responsible for law enforcement staffing to provide security, supervision and court procedure documentation during Contract Agency prisoner appearances before the Contracting Agencies court, through the ITV court held within BMDC. The Contracting Agency acknowledges it is responsible for transport, and security of its inmates related to any services or court appearances needed outside of the BMDC.

15. TRANSPORT

Contracting Agency is responsible for transporting its inmates to and from the BMDC, initially, finally, and as needed intermittently for court appearances in the Contracting Agency court and any other trip ordered or necessary.

16. MEDICAL SERVICES

Contracting Agency is fully financially responsible for the costs and expenses stemming from or associated with diagnosis and/or treatment of medical, psychological, dental, optical and/or addiction conditions of the Contracting Agency's inmates. The Contracting Agency 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 BMDC staff; and whether the costs or expenses were incurred at the BMDC, in transport, at a treatment facility, or when otherwise in custody of the BMDC. Although BMDC may be required by law, policy, rules or regulations to provide these services for anyone in its facility, the Contracting Agency agrees to pay the full cost and expenses billed by the service provider for services rendered to the Contracting Agency's inmate. Contracting Agency is responsible for costs of ambulance transport to treatment provider even if the transport is to a facility inside of the city limits of Bismarck, North Dakota. The inmates and therefore the Contracting Agency may be charged a medical co-payment by the BMDC. Contracting Agency further understands and agrees that the determination as to whether or not medical or dental care is necessary is left to the sole discretion of BMDC staff.

17. PRISON RAPE ELIMINATION ACT (PREA)

The BMDC 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 BMDC. This includes the education of staff and offenders, conducting investigations, reporting incidents to Contracting Agency regarding their inmates, compiling incident data and aggregate data, and providing incident and aggregate data as requested by federal reporting agencies and any agencies contracting with BMDC.

18. SPECIAL NOTIFICATIONS

BMDC will notify the Contracting Agency of any activity by a Contracting Agency's inmate which would likely result in litigation or alleged criminal activity. BMDC will immediately notify the Contracting Agency of an escape of the Contracting Agency's inmate. BMDC will use all reasonable means to apprehend the escaped inmate and all reasonable costs in connection therewith will be borne by the Contracting Agency. Additionally, the BMDC will notify the Contracting Agency as soon as possible when a Contracting Agency's inmate is involved in an attempted escape or conspiracy to escape from the facility.

19. AUTHORITY

This agreement is entered into under Chapter 12-44.1 or the North Dakota Century Code.

20. APPLICABLE LAW, VENUE AND MEDIATION

This agreement 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 Burleigh County, North Dakota. All claims, disputes, and controversies arising out of or in relation to this agreement will be referred to mediation before and as a condition precedent to the initiation of any adjudicative action or proceeding. The mediation costs will be shared equally by the parties.

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

22. INDEMNIFICATION
Contracting Agency will defend, indemnify, and hold harmless the BMDC, Burleigh County, and their respective employees and officers from any and all claims of any nature arising out of this agreement, except damages directly caused by the neglect of any of the BMDC or Burleigh County employees and /or officers. Contracting Agency will also defend, indemnify, hold harmless BMDC, Burleigh County, 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.

23. 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.

24. INUREMENT CLAUSE
The parties agree that all of the rights, remedies and liabilities hereunder imposed upon either of the parties will extend to their heirs, administrators, successors and assigns.

25. COUNTERPARTS
This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

26. UNENFORCEABLE PROVISION
In case any provision in this agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

27. MAILING ADDRESSES AND CONTACT PERSON
All notices, reports and correspondence to the respective parties of this agreement shall be mailed to the following:

Burleigh Morton County Detention Center: 4000 Apple Creek Road, P. O. Box 2499,
Bismarck, ND 58502-2499.
Primary contact person is Sheriff Kelly Leben.
Secondary contact person is Major Trent Wangen.

Contracting Agency:
Primary contact person is:
Secondary contacts:

IN WITNESS WHEREOF, the above and forgoing agreement has been executed by the parties hereto and made effective on the day and year first above written.

____ _________________________

Burleigh Morton County Detention Center Administrator Date

Burleigh County Sheriff Kelly Leben

City of Bismarck

____

Contracting Agency

DocuSigned by:

DB23347C43514F0...

____ President Board of Commissioners/Mayor

Signature Contracting Agency Title

Michael T Schmitz 12/2/2025

____ _________________________

Print Name Date

LEASE AGREEMENT

This lease agreement is made and entered into by and between the City of Bismarck, hereinafter referred to as "**Landlord**," and the county of Burleigh, hereinafter referred to as "**Tenant**."

1. **Lease of Premises.** The **Landlord**, in consideration of the rent to be paid and the covenants to be performed by the **Tenant**, does hereby lease to the **Tenant** the following-described premises situated in the City of Bismarck, Burleigh County, North Dakota:

> First floor and one storage space in the basement of the building known as the City/County Building, located at 221 North 5th Street, Bismarck, North Dakota, and consisting of approximately 14,967.75 square feet, including only the area shown on Exhibit "A," attached hereto and made a part of this lease.

2. **Term of Lease.** The term of this lease shall be for a period of one year, commencing on January 1, 2026, and terminating on the last day of December 2026. This Lease Agreement shall automatically renew for additional one-year periods, on the same terms and conditions, upon the expiration of the original or renewed term.

During the initial or renewed term of this Lease Agreement, the **Tenant** shall have the unilateral right to terminate the lease by giving 180 days' notice of its intent to cancel the lease and vacate the premises. This lease will not allow month-to-month tenancy and shall terminate at the end of the term. The parties can execute a new lease or vacate the premises.

Failure to pay the Rental Payments below on the dates indicated, which if it continues for a period of ten (10) days after written demand by the **Landlord** for payment, shall be a considered a default and result in termination of the lease.

3. **Rental Payments.** The **Tenant** agrees to pay as rental payment for the premises at $13.00 per square foot for a total of $194,580.75 (14,967.75 square feet x $13.00 per square foot) on an annual basis during the term of this lease. Rental payments are payable monthly on the first of each month in advance of occupancy or in installments as the parties hereto may agree in writing.

4. **Improvements and Remodeling.** The **Tenant** agrees to assume the cost of improvements or remodeling necessary or desired in those areas leased by the **Tenant**. All proposed improvements shall be subject to prior written approval by the **Landlord**.

5. **The Landlord's Obligations.** The **Landlord** agrees as follows:

a. To provide commercially reasonable utility service to the leased premises, excluding telephone and internet.

b. To comply with the requirements of applicable building and housing codes materially affecting health and safety and to comply with all applicable laws of this state and ordinances of the City of Bismarck in force from time to time relating to the leased premises and **Landlord**'s obligations thereto.

c. To keep all common areas of the premises in a clean and safe condition.

d. To furnish janitorial services.

6. **<u>The Tenant's Obligations.</u>** The **Tenant** agrees as follows:

a. To use commercially reasonable amounts of utilities for its operations and **Tenant**'s uses only.

b. To pay the rental payment when due.

c. To keep the leased premises in a clean, safe, and healthful condition, and to maintain the leased premises in such repair as the same is at the time of initial occupancy during the term of the lease, save and except only reasonable use and wear, and damage by fire and unavoidable casualty.

d. Not to make or suffer any unlawful, improper, or offensive use of the premises, and to keep and observe all of the laws of this state and the ordinances of the City of Bismarck in force from time to time relating to the leased premises or the use thereof.

e. To permit the **Landlord** at all reasonable times to enter upon and examine the premises and to make such repairs as may be thought necessary by the County for the protection of the premises.

f. To surrender the leased premises to the **Landlord** at the expiration of the Lease Agreement in as good condition and repair as the same were in when the premises were occupied, reasonable wear and tear and damage by fire or other unavoidable casualty only excepted. Also, in default of the payment of any rental payments due or failure to perform any of the terms or conditions of this lease, then to surrender premises upon demand made by the **Landlord**. Upon expiration of the Lease Agreement, the **Tenant** grants to the **Landlord** the right of reentry to such premises, should the option to extend the lease not be exercised.

g. **TENANT** shall permit no signs to be placed outside the Leased Premises unless approved in writing by the Renaissance Zone Authority Board acting as the Downtown Design Review Committee, except what is presently on the building.

7. **<u>Termination of Lease in the Event of Destruction of Premises.</u>** It is agreed that in the event the leased premises are destroyed or damaged by fire or the elements to the extent they should be un-tenantable, then this lease shall immediately terminate, unless the **Landlord**, within 20 days of the happening of such event, gives notice of intention to restore the building and restore possession of the leased premises to the **Tenant**, and shall fully restore such premises within a reasonable time thereafter, provided, that during the

term between destruction and restoration the payment of such rental payment shall be suspended.

8. **Assignment.** This lease may not be assigned or sublet by the **Tenant** without the prior written consent of the **Landlord**. This lease shall not terminate by reason of any sale of the premises by the **Landlord** to third parties, but shall continue throughout the entire term.

Dated this 5th day of February, 2026.

ATTEST:

Jason Tomanek
City Administrator

CITY OF BISMARCK, NORTH DAKOTA

Michael T. Schmitz,
President Board of City Commissioners

STATE OF NORTH DAKOTA)
) SS.
COUNTY OF BURLEIGH)

On this 5th day of February, 2026, before me personally appeared Michael T. Schmitz, President of Board of City Commissioners, and Jason Tomanek, City Administrator, known to me to be the persons who are described in, and who executed the within and foregoing instrument and who severally acknowledged to me that they executed the same.

WHITNIE L OLSEN
Notary Public
State of North Dakota
My Commission Expires May 15, 2027

Whitnie L. Olsen
Notary Public

Dated this _____ day of _______________, 2026.

ATTEST:

Mark Splonskowski
County Auditor

BURLEIGH COUNTY, NORTH DAKOTA

Brian Bitner, Chair
Board of County Commissioners

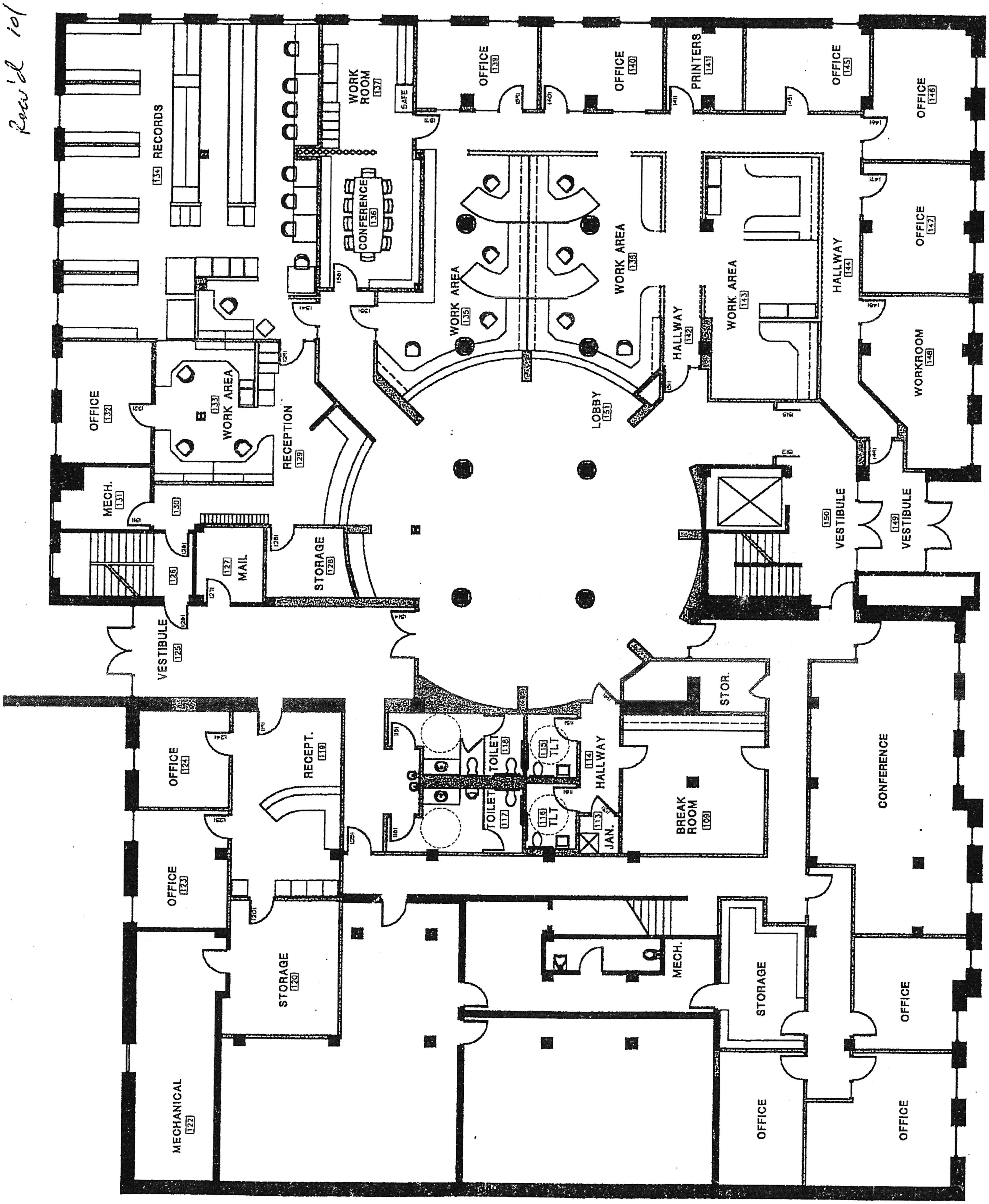
STATE OF NORTH DAKOTA)
) SS.
COUNTY OF BURLEIGH)

On this 20 day of January, 2026, before me personally appeared Brian Bitner, Chair of Board of County Commissioners, and Mark Splonskowski, County Auditor, known to me to be the persons who are described in, and who executed the within and foregoing instrument and who severally acknowledged to me that they executed the same.

HALEY WILDER
Notary Public
State of North Dakota
My Commission Expires Aug 28, 2029

Haley Wilder
Notary Public

REVISED
Rec'd 10/12/01



LEASE AGREEMENT

This lease agreement is made and entered into by and between the City of Bismarck, hereinafter referred to as "City," and the County of Burleigh, hereinafter referred to as "County."

1. **Lease of Premises**. The County, in consideration of the rent to be paid and the covenants to be performed by the City, does hereby lease to the City the following-described premises situated in the City of Bismarck, Burleigh County, North Dakota:

First floor of the building known as the Burleigh County Courthouse, more specifically known as Bismarck Municipal Court, located at 514 East Thayer Avenue, and consisting of approximately 2712 square feet, including only the area shown on Exhibit "A," attached hereto and made a part of this lease.

2. **Term of Lease**. The term of this lease shall be for a period of one year, commencing on the first day of January, 2026, and terminating on the last day of December, 2026. This Lease Agreement shall automatically renew for additional one-year periods, on the same terms and conditions, upon the expiration of the original or renewed term.

During the initial or renewed term of this Lease Agreement, the City shall have the unilateral right to terminate the lease by giving 30 days' notice of its intent to cancel the lease and vacate the premises.

3. **Rental Payments**. The City agrees to pay as rental for the premises $13.00 per square foot for a total of $35,256.00 (2712 square feet x $13.00 per square foot) on an annual basis during the term of this lease. Rental payments are payable annually or in installments as the parties hereto may verbally agree.

4. **Improvements and Remodeling**. The City agrees to assume the cost of improvements or remodeling necessary or desired in those areas leased by the City. All proposed improvements shall be subject to prior approval by the County.

5. **The County's Obligations**. The County agrees as follows:

   a. To provide utility service to the leased premises, excluding telephone.

   b. To comply with the requirements of applicable building and housing codes materially affecting health and safety and to comply with all applicable laws of this state and ordinances of the City in force from time to time relating to the leased premises and landlord's obligations thereto.

   c. To keep all common areas of the premises in a clean and safe condition.

   d. To furnish janitorial services.

6. **The City's Obligations**. The City agrees as follows:

a. To pay for its share of the utilities. The City's share of the utilities shall be computed based upon the total square footage leased by the City as a percentage of the total usable square footage in the building.

b. To pay the rental when due.

c. To keep the leased premises in a clean, safe, and healthful condition, and to maintain the leased premises in such repair as the same is at the time of initial occupancy during the term of the lease, save and except only reasonable use and wear, and damage by fire and unavoidable casualty.

d. Not to make or suffer any unlawful, improper, or offensive use of the premises, and to keep and observe all of the laws of this state and the ordinances of the City of Bismarck in force from time to time relating to the leased premises or the use thereof.

e. To permit the County at all reasonable times to enter upon and examine the premises and to make such repairs as may be thought necessary by the County for the protection of the premises.

f. To surrender the leased premises to the County at the expiration of the Lease Agreement in as good condition and repair as the same were in when the premises were occupied, reasonable wear and tear and damage by fire or other unavoidable casualty only excepted. Also, in default of the payment of any rents due or failure to perform any of the terms or conditions of this lease, then to surrender premises upon demand made by the County. Upon expiration of the Lease Agreement, the City grants to the County the right of reentry to such premises, should the option to extend the lease not be exercised.

7. **Termination of Lease in the Event of Destruction of Premises**. It is agreed that in the event the leased premises are destroyed or damaged by fire or the elements to the extent they should be untenantable, then this lease shall immediately terminate, unless the County, within 20 days of the happening of such event, gives notice of intention to restore the building and restore possession of the leased premises to the City, and shall fully restore such premises within a reasonable time thereafter, provided that during the term between destruction and restoration the payment of such rent shall be suspended.

8. **Assignment.** This lease may not be assigned or sublet by the City without the prior written consent of the County. This lease shall not terminate by reason of any sale of the premises by the County to third parties but shall continue throughout the entire term.

Dated this 5th day of February, 2026.

ATTEST:

CITY OF BISMARCK, NORTH DAKOTA

Jason Tomanek

City Administrator

Michael T. Schmitz, President

Board of City Commissioners

STATE OF NORTH DAKOTA)
) SS.
COUNTY OF BURLEIGH)

WHITNIE L OLSEN
Notary Public
State of North Dakota
My Commission Expires May 15, 2027

On this 5th day of February, 2026, before me personally appeared Michael T Schmitz, President of Board of City Commissioners, and Jason Tomanek, City Administrator, known to me to be the persons who are described in, and who executed the within and foregoing instrument and who severally acknowledged to me that they executed the same.

Whitnie L Olsen, Notary Public

Dated this 20 day of January, 2026.

ATTEST:

BURLEIGH COUNTY, NORTH DAKOTA

Mark Splonskowski

County Auditor

Brian Bitner, Chairman

Board of County Commissioners

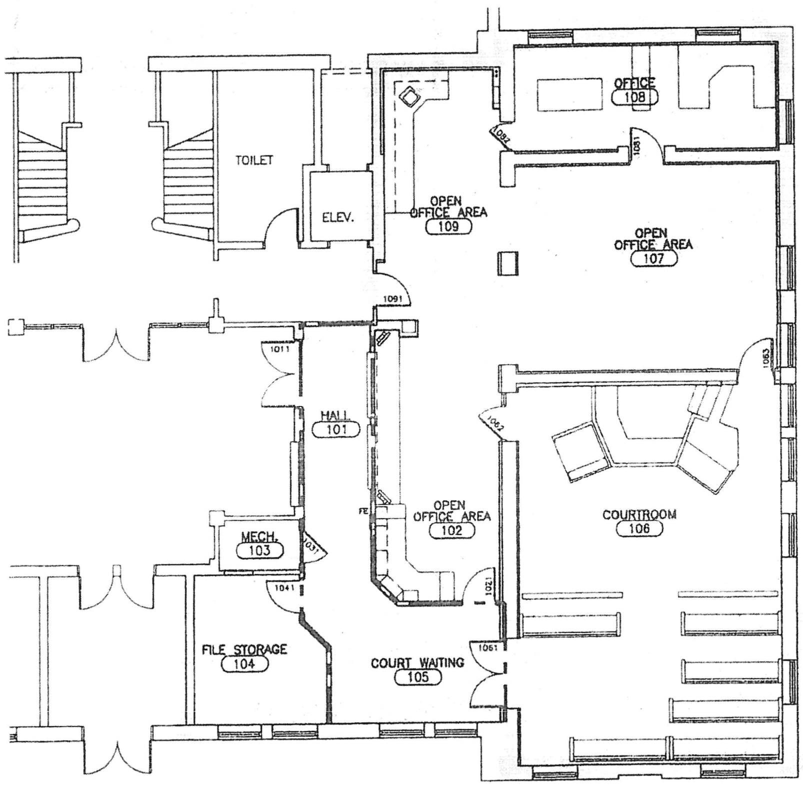
STATE OF NORTH DAKOTA)
) SS.
COUNTY OF BURLEIGH)

HALEY WILDER
Notary Public
State of North Dakota
My Commission Expires Aug 28, 2029

On this 20 day of January, 2026, before me personally appeared Brian Bitner, Chairman of Board of County Commissioners, and Mark Splonskowski, County Auditor, known to me to be the persons who are described in, and who executed the within and foregoing instrument and who severally acknowledged to me that they executed the same.

Haley Wilder, Notary Public

Exhibit A.



MUNICIPAL COURT PLAN AREA = 2712 SF

SCALE: 1/8" = 1'-0"

CITY OF BISMARCK, NORTH DAKOTA
And
BURLEIGH COUNTY, NORTH DAKOTA
INFORMATION TECHNOLOGY SERVICES AGREEMENT

ARTICLE 1
RECITALS AND INTENT

1.1 This Agreement ("Agreement") is made by and between the City of Bismarck ("City") and Burleigh County ("County"), acting by and through their duly authorized representatives, and is effective on the date stated herein.

1.2 The County has requested information technology support ("IT") for the County and desires to engage City to provide certain IT services in connection with the work assigned ("Services").

ARTICLE 2
CONTRACTUAL RELATIONSHIP

2.1 The County agrees to employ the City, and the City agrees to perform, as an independent contractor, certain professional services on an as-needed basis pursuant to County issued task or work orders in accordance with the project described therein, except for the County's highway department, social services department, and weed officer.

2.2 This Agreement shall serve as the general agreement for IT services under the terms and amounts listed on attached Exhibit A.

2.3 The Services to be provided under this Agreement are intended to include services within the scope of City's IT department education, training and experience. At times, solutions may require the services beyond the scope of what the City provides. If there is an additional charge for this type of assistance, written notice will be provided to the County with the approval of the County Auditor before those services are engaged for vendors outside the City.

2.4 City shall comply with all applicable laws, rules and regulations governing all Services and any projects authorized by this Agreement.

ARTICLE 3
THE COUNTY'S RESPONSIBILITIES

3.1 The County shall provide to City all its criteria and requirements for any Project and all available information pertinent to the Project including previous reports. City may reasonably rely upon such information. County's use of the hardware, software and network services under this agreement will follow all software agreements and user policies that City determines are necessary and communicated to County in order to comply with all agreements with third parties and for security measures for IT services. Any additional costs for software that requires a separate agreement with the County will be County's responsibility. In order to prioritize and assign tasks as appropriate, all requests for IT services by County must be provided through FreshService, City's system for IT requests. Large projects and upgrades should be provided to City in advance of each calendar year. If the upgrade or new software requires a large amount of staff time (i.e. 20 hours or more) or resources, County will be informed of that additional cost and time needed to complete those services.

The County is responsible for financing any hardware and software updates or upgrades that are required to maintain cybersecurity, network security, maintain warranty, and comply with IT policies and requirements. The City requires all hardware and software to be under warranty or under a software maintenance agreement. As a result, the City will not be able to troubleshoot any software or hardware that is out of warranty or does not comply with City policies and requirements.

All computer IT equipment must be approved by the City IT before purchase. This includes all software and hardware, including monitors, phones, tablets, laptops, or other hardware and software applications. If County purchases an unapproved device, the City may not be able to troubleshoot or maintain that software or hardware.

3.2 The County shall arrange for access to and make all provisions for City to enter upon public and private property as required for City to perform Services under this Agreement.

3.3 The County will examine City's studies, reports, sketches, drawings, specifications, proposals and other information submitted by City, consult with others as County deems appropriate, and render timely written approvals and decisions to the City. No new projects, major upgrades or hardware/software purchases will be supported by City unless those are approved by City Information Technology Department prior to purchase. If a purchase is done outside of this process, it or any hardware on which it runs will not be allowed to connect to the City's infrastructure nor hold the City responsible for supporting this with City staff, including network services. Purchases by County should be planned in advance and communicated to City to ensure proper resources are available. Exhibit A reflects the current server and use capacity. If more services or server space is needed for County, they will be required to pay for that additional need. If County's unauthorized purchase causes damage to the network or otherwise requires City to remedy any damage from a virus or unauthorized purchase, the County will pay the costs to return the system back to the same functionality prior to the unauthorized purchase. County is aware that the services under this Contract are for maintenance and support for existing IT needs. Any upgrades or new systems would need to be approved in advance by City with timeframes and personnel needs planned through the City's process and information technology governance council (ITGC), whose description and process is attached in Exhibit B. City usually makes those plans in advance of the beginning of each calendar year for the entire year.

3.4 The County shall give prompt written notice to City whenever County becomes aware of any development that affects the scope or timing of City's Services or of any defect or nonconformance in the Services of the City or work of the Contractor. In addition, the County shall notify the City of any employee separations/terminations immediately in order to avoid cybersecurity risk.

ARTICLE 4
PROFESSIONAL'S COMPENSATION

4.1 Invoices for Services performed under a task order may be submitted to County by City quarterly. Invoices will be due and payable within thirty (30) days after receipt.

4.2 No statement, term or provision in any invoice, bill or statement submitted to County by City will be construed to waive, amend or modify any term or provision of this Agreement.

ARTICLE 5
INDEMNIFICATION AND INSURANCE

5.1 The parties will indemnify, defend and hold harmless the other party, its directors, officers, agents and employees against claims, demands or causes of action; and all costs, losses, liabilities, expenses and judgments incurred in connection therewith, including attorneys' fees and court costs, brought by any other third party, based upon, in connection with, resulting from, arising out of, or occasioned by the acts, omissions or conduct of the party, its officers, agents, or employees in the execution or performance of this Agreement, as authorized by law. JC

5.2 The parties shall each obtain and maintain, throughout the term of the Agreement, General Liability insurance with a limit of not less than $1,000,000 general aggregate.

ARTICLE 6
DURATION, EXTENSION AND TERMINATION

6.1 This agreement shall be for a term of one (1) year and shall be eligible to renew for additional terms of one (1) year annually upon the written agreement of both parties. Time is of the essence in the performance of this Agreement.

6.2 This agreement may be terminated by either party for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such non-performance within fifteen (15) business days of written notice and diligently complete the correction thereafter. Upon delivery of such notice, the City shall, unless the notice states otherwise, immediately discontinue all Services, proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to the Services, and deliver to the County all instruments of service produced under this Agreement. Upon termination, the County will owe the City for all compensation earned under this Agreement to date of termination, without termination expenses.

ARTICLE 7
MISCELLANEOUS

7.1 This Agreement shall be effective upon its execution by the City and the County, and shall remain in full force until all obligations under this Agreement have been fulfilled, unless sooner terminated as provided herein.

7.2 This Agreement shall be construed and enforced for all purposes pursuant to the laws of the State of North Dakota. Venue shall be exclusively in the state courts of proper jurisdiction of Burleigh County, North Dakota.

7.3 This Agreement is non-assignable. Neither the City nor the County shall assign, sublet or transfer its interest in this Agreement without the prior written consent of the other.

7.4 This Agreement represents the entire agreement between the City and the County with respect to the subject matter hereof and supersedes and merges all prior negotiations, representations, discussions or agreements, either written or oral, with respect to the subject matter hereof.

7.5 This Agreement may be amended only by written instrument signed by duly authorized representatives of both the City and the County. The County's payment of invoices or statements shall not be deemed as the County's acceptance of any term or provision that amends or modifies this Agreement or the task order under which payment is made.

7.7 No consent or waiver, express or implied, by either party to this Agreement, to or of any breach of default by the other in the performance of any obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any other or future breach or default by such party. Failure on the part of any party to this Agreement to complain of any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder.

7.8 If a provision of this Agreement, or the application thereof to any person or circumstances, is rendered or declared illegal for any reason or shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law. The parties agree to negotiate in good faith for a proper amendment to this Agreement in the event any provision hereof is declared illegal, invalid or unenforceable.

7.9 All notices required or permitted hereunder shall be in writing and shall be deemed delivered three (3) days after deposit with the United States Postal Service, certified mail, return receipt requested, addressed to the respective other party at the addresses shown below:

If to City: Tandra Kraft, IT/GIS Director
tkraft@bismarcknd.gov
PO Box 5503
Bismarck, ND 58502-5503

If to County: Mary Senger, County IT Director
msenger@nd.gov
PO Box 5518
Bismarck, ND 58506-5518

7.10 The headings and captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretations of the provisions set forth herein.

7.11 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement is hereby executed as of the last date set forth below.

COUNTY OF BURLEIGH, NORTH DAKOTA

By: ______________________ Date: 1/5/26
County Chairperson

ATTEST:

____
County Auditor

APPROVED AS TOFORM:

____
State's Attorney

CITY OF BISMARCK, NORTH DAKOTA

By: ______________________ Date: 2/5/2026
Michael Schmitz, President City Commission

ATTEST:

____
City Administrator

APPROVED AS TOFORM:

____
City Attorney

City of Bismarck
Billing for IT Service to Burleigh County - Exhibit A
For Calendar Year 2026

Note: ALL requests for services MUST be submitted through SysAid and/or ITGC

	2025	2026
Annual Service Charges		
IT Services - Minimum Charge (Cost per Device)	$ 143,950	$ 151,867
Cybersecurity Initiative (ClearPass, Aruba Central, etc.)	10,673	11,260
Equipment Use Allocation	2,809	2,963
Total Annual Service Charges	157,432	166,090
One-Time Costs		
Network Switches Replacement - One-Time Request		
Continuous Annual Costs		
WAN Access Charge / Fiber Costs (Annual)	5,983	6,312
Network Infrastructure Costs (Annual)	1,437	1,516
Total Continuous Annual Costs	7,419	7,827
Total Costs to County (excluding on-call and variable license costs)	$ 164,851	$ 173,918
Services Outside of Regular Work Schedule (8am - 5pm) / On-Call		
Minimum 2-hour charge for on-call (after hours)	$ 208	$ 219
Hourly overtime charge (after minimum 2-hour charge)	$ 104	$ 110

Note: The City of Bismarck is no longer providing Microsoft Office licensing for Burleigh County based on Burleigh County decision.