



County Administrator

Robert Wilson
701-241-5770
wilsonro@casscountynd.gov

September 26, 2017

Cass County Board of Commissioners
Cass County Courthouse
211 9th Street South
Fargo ND 58103

RECEIVED
CASS COUNTY COMMISSION

SEP 26 2017

Commissioners:

County Administration, the State's Attorney's Office and Emergency Management have worked for several months with City of Fargo staff on the attached amendment to the Joint Powers Agreement for Emergency Management Services. The amendment includes two updates; 1) long-term funding stability in the event federal grant funding is eliminated, and 2) updated representation on the Emergency Management Oversight Management Committee, the board that provides oversight to the office.

The City/County Emergency Management Office is currently funded through the following sources:

- 50% Emergency Management Performance Grant (EMPG)
(funded by federal government, administered by North Dakota)
- 25% City of Fargo
- 25% Cass County

There is no indication EMPG grant funds are in jeopardy, but in the interest of proper planning, the updated agreement adds language recognizing the City and County will fund the office on a 50/50 cost split if federal funding is ever eliminated.

The Joint Powers Agreement also includes an oversight board of City and County officials who provide direct office oversight. Representation on the board has been updated, adding the City of Fargo Operations Director, to provide equal City and County representation. Pending approval of this amendment, members of the Oversight Committee will include:

County: Administrator, Auditor, Sheriff and Engineer

City: Administrator, Fire Chief, Police Chief, Operations Director

The Public Health Director is also a committee member representing both the City and County.

Respectfully Submitted,

Robert Wilson
County Administrator

SUGGESTED MOTION:

Move to authorize the chairman to sign the Amendment to the Joint Powers Agreement between the City of Fargo and Cass County for Emergency Management Services.

Box 2806
211 Ninth Street South
Fargo, North Dakota 58103

www.casscountynd.gov

AMENDMENT TO JOINT POWERS AGREEMENT

City of Fargo, North Dakota and Cass County, North Dakota

THIS Amendment amends that AGREEMENT entered into by and between the THE CITY OF FARGO, NORTH DAKOTA, a municipal corporation, hereinafter referred to as "City" and CASS COUNTY, NORTH DAKOTA, a Home Rule County under North Dakota law, hereinafter referred to as "County" (attached hereto as Exhibit A).

Paragraph 3 (A) shall be amended as follows: The staff shall consist of an Emergency Manager and Office Associate who are County employees, and an Emergency Manager who is a City employee. The County and the City have established an Emergency Management Oversight Committee. The representatives for the County to the Emergency Management Oversight Committee shall be the County Auditor, County Administrator, Sheriff, and County Engineer. The representatives for the City will be the City Administrator, Fire Chief, Police Chief, and the Director of Operations. In addition, the Director of Public Health will serve as a member of the committee representing both the County and City. The Emergency Management Oversight Committee shall meet at least one (1) time per each calendar year.

The job description for the County Emergency Manager is attached hereto as Exhibit B. The parties understand and agree that the City will continue to have an emergency management function that will be staffed by an emergency services coordinator who will assist the various departments responsible for responding to emergencies within the City of Fargo (i.e. fire, health, police and public works).

Paragraph 3 (D) shall be amended as follows: Financing for the Emergency Management Office shall be as follows: 50% funded through EMPG funds and 25% by the City and 25% by the County. If funding through EMPG is unavailable, the City agrees to fund 50% and County agrees to fund 50% of the cost to operate the Emergency Management Office. Any employees, apart from the City and County Emergency Managers, will be County employees.

Paragraph E shall be amended as follows: The office location will be at the Public Safety Building located at 4630 15th Ave N. Fargo, North Dakota 58102. County agrees to pay City \$4,800 per year to share in the cost of the physical office.

Paragraph 4 shall be amended as follows: Property. Property acquired shall be held in the name of the acquiring entity for use in Emergency Management operations.

All other terms and conditions of the Agreement shall remain in full force and effect as stated therein.

Dated this ____ day of _____, 2017.

THE CITY OF FARGO, NORTH DAKOTA,
a municipal corporation

By _____
Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

Dated this ____ day of _____, 2017.

CASS COUNTY GOVERNMENT

By _____

STATE OF NORTH DAKOTA)

) ss.

COUNTY OF CASS)

On this ____ day of _____, 2017, before me, a notary public in and for said county and state, personally appeared Timothy J. Mahoney and Steve Sprague, to me known to be the Mayor and City Auditor, respectively, of THE CITY OF FARGO, CASS COUNTY, NORTH DAKTOA, a municipal corporation, described in and that executed the within and foregoing instrument, and acknowledged that said municipal corporation executed the same.

Residing at: _____

(SEAL)

My Commission Expires: _____

STATE OF NORTH DAKOTA

)

) ss.

COUNTY OF CASS

)

On this ____ day of _____, 2017, before me, a notary public in and for said county and state, personally appeared _____, to me known to be the Chairman of CASS COUNTY, NORTH DAKOTA, the governmental entity described in and who executed the within and foregoing instrument, and acknowledged to me that said governmental entity executed the same.

Residing at: _____

(SEAL)

My Commission Expires: _____

8. SALE OF TAX-FORFEITED PROPERTY, Deeds for two properties*MOTION, passed*

Mr. Meyer moved and Mr. Bennett seconded to authorize the chairman to sign two county deeds for tax-forfeited property sold at the tax sale auction. On roll call vote, the motion carried unanimously.

9. SHERIFF'S DEPARTMENT, Authorize purchase of vehicles*MOTION, passed*

Mr. Meyer moved and Mr. Bennett seconded to authorize the Sheriff's Office to purchase two (2) 2004 Dodge Intrepid patrol cars for a total of \$33,636.00 and three (3) 2004 Chevrolet Impalas for a total of \$48,100.89 from the 2004 budget. Discussion: Mr. Bennett asked why two different makes of automobile are being purchased rather than all the same from the lowest bid. Mr. Montplaisir responded that the Dodge Intrepid patrol cars are available now, whereas the Chevrolet Impalas will be delivered in January. He said replacement vehicles are apparently needed as soon as possible. On roll call vote, the motion carried unanimously.

10. CONTRACT APPROVAL, Fargo Cass Public Health; North Dakota Department of Transportation Traffic Safety Grant; Kadrmas, Lee & Jackson; Hobart Corporation*MOTION, passed*

Mr. Meyer moved and Mr. Bennett seconded to approve the following contracts submitted by respective department head, subject to state's attorney approval, and authorize the chairman to sign: On roll call vote, the motion carried unanimously.

- Fargo Cass Public Health--agreement for provision of public health and correctional health services;
- Fargo Cass Public Health--In-home care services (Social Service Board approval 12-1-03);
- North Dakota Department of Transportation--traffic safety grant;
- Kadrmas, Lee & Jackson--hydraulic analysis for bridge replacement on Cass County Road 12 and 16, and for a township road in Hill Township;
- Hobart Corporation--maintenance contract for dishwasher in the jail kitchen.

11. JAIL PURCHASE ORDER, Video conferencing equipment*MOTION, passed*

Mr. Meyer moved and Mr. Bennett seconded to authorize the chairman to sign a purchase order with Qwest Communications in the amount of \$12,345.00 for video conferencing equipment for the Cass County Jail. On roll call vote, the motion carried unanimously.

12. EMERGENCY MANAGER POSITION, Joint powers agreement, oversight committee

Bonnie Johnson, County Coordinator, said the proposed joint powers agreement for emergency management is one of many combined services with the City of Fargo, including public health, dispatch services, GIS (Geographic Information System), bomb squad and the SWAT team. In addition to the joint powers agreement, the board is being asked to appoint four county representatives to an eight-member oversight committee, which is to be established for the purpose of hiring personnel, prioritizing funding requests and serving as liaison to necessary county or city departments.

The first role of the oversight committee, according to Mrs. Johnson, would be to hire a replacement for Greg McDonald, and, since the department will be arranged to jointly share obligations with the City of Fargo, the office will be located in the new public safety facility to be completed around September 2004 in the Fargo Industrial Park.

Mr. Vanyo asked if there is any intention of going beyond a Cass County/Fargo agreement, and Mrs. Johnson responded that the remaining cities in the county are already included in Cass County's emergency management under the North Dakota Century Code. She said the City of Fargo opted to establish a separate emergency services department several years ago; however, they are again interested in joining services and resources in this area. Mr. Meyer said county and city officials realized the importance of improved communication between the agencies, especially during the 1997 flood disaster. He favors emergency management as a stand-alone operation so there is one entity, instead of two, working with the State Emergency Management. Mrs. Sorum said working together will be helpful to everyone, instead of working separately in an emergency.

Birch Burdick, State's Attorney, said the employees involved in emergency management will continue to be respective employees of the county or city, however, they are contributing; and this entity does not become an employer on its own, or a separate government agency. He said a copy of the joint powers agreement, once approved by all entities involved, needs to be sent to the North Dakota Attorney General for approval under the law.

MOTION, passed

Mr. Meyer moved and Mrs. Sorum seconded to authorize the chairman to sign a joint powers agreement with the City of Fargo for the purpose of establishing an emergency management office for the coordination of all emergency management efforts; to appoint emergency management oversight committee members as follows: Donald Rudnick or designee; Keith Berndt or designee; Bonnie Johnson and Michael Montplaisir; and, further, to transfer the emergency manager position from the sheriff's department to the county commission. On roll call vote, the motion carried unanimously.

13. SHERIFF'S DEPARTMENT, Speed limit enforcement concern by David Habiger

David Habiger, Amenia, appeared before the board at this time asking the commission to post signs lowering the speed limit on County Road 32 past his property near Amenia. He believes the speed limit posted at 55 miles per hour is too fast, and people are driving over the speed limit. He said he will put up signs himself and block the road again if people do not slow down. Mr. Habiger's dog was hit and killed recently by a passing motorist. He said he is also concerned about the safety of people backing out of his driveway.

Mr. Wagner called upon Lt. Mike Argall from the Cass County Sheriff's Department, who said enforcement throughout the county can be enhanced in a specific area, if needed. County deputies are stopping vehicles at six miles per hour, or more, over the speed limit in order to slow down drivers who are speeding, he said. Mr. Habiger left the meeting at this time.

Mr. Burdick said he has had a number of conversations with Mr. Habiger regarding his dog being struck and killed. The State's Attorney's Office conducted an investigation and determined that no charges would be filed against the driver of the vehicle who hit the dog.

JOINT POWERS AGREEMENT

City of Fargo, North Dakota and Cass County, North Dakota

THIS AGREEMENT is entered into by and between the following political subdivisions: **THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, hereinafter referred to as "City" and **CASS COUNTY, NORTH DAKOTA**, a Home Rule county under North Dakota law, hereinafter referred to as "County".

WITNESSETH:

WHEREAS, City is a home rule city organized and operating under a Home Rule Charter duly adopted pursuant to Chapter 40-05.1, North Dakota Century Code; and,

WHEREAS, County is a home rule county organized and operating under a Home Rule Charter duly adopted pursuant to Chapter 11-09.1, North Dakota Century Code; and,

WHEREAS, City and County have authority to enter into a Joint Powers Agreement pursuant to Section 54-40.3-01, N.D.C.C.; and,

WHEREAS, City and County desire to enter into a Joint Powers Agreement to establish an emergency management office to provide for the coordination of all emergency management efforts; and,

WHEREAS, the parties wish to commit their Joint Powers Agreement to writing,

NOW, THEREFORE, for valuable consideration and pursuant to Chapter 54-40.3, North Dakota Century Code, the parties agree as follows:

1. Purpose of Agreement. The purpose of this agreement is to provide the terms by which City and County will fund and operate a joint City/County Emergency Management Office. The purpose of such office is to coordinate and act in a liaison capacity between the City/County and the North Dakota Department of Emergency Management, as well as various federal entities. The office will oversee all federal and other governmental programs (e.g. Department of Homeland Security) and thus provide a single focal point for contact. The office will further provide contact with the North Dakota Department of Emergency Management regarding local emergencies (i.e. locally declared emergencies). The office will also provide contact between local governmental units and the North Dakota Department of Emergency Management, as well as the North Dakota National Guard Bureau. It is the intent of this agreement that the present City, as well as the present County Incident Command leaders will continue to act as leaders when local emergencies are declared.

2. Authority. This agreement is authorized by Article VII, Section 10 of the Constitution of the State of North Dakota and Chapter 54-40, N.D.C.C.

3. Plan. The parties agree to the following implementation in order to establish the joint Emergency Management Office:

- A. The parties recognize and agree that the staff to be utilized in the Emergency Management Office shall consist of the existing staff and any substitute or replacements of the same. The staff could consist of either City employees or County employees. In this regard, however, it is agreed that the parties will establish an Emergency Management Oversight Committee, the composition of which may consist of appointed and/or elected officials as mutually agreed upon. This oversight committee will develop a job description for a County Emergency Manager and will recommend the hiring of a person to fulfill that job as an employee of the County. The parties understand and agree that the City will have an emergency management function that will be staffed by an emergency management planner who will assist the various departments responsible for responding to emergencies within the City of Fargo (i.e. police, fire, health and public works).
- B. Emergency Management Office Oversight Committee is recognized as the responsible entity for recommending Homeland Security funding, prioritization, and disbursement.
- C. City and County will respond to emergencies in the same manner as has been done in the past. It is the intent of this paragraph that persons working as County employees would continue to focus on County issues and people working for City would focus on City issues.
- * D.* Financing for the Emergency Management Office shall continue as presently utilized. The parties understand and agree that they may not need additionally financing and will attempt to operate under Homeland Security Funding for the next two years (due to mandated planning and assessment projects now funded by Homeland Security planning grants). Also it is contemplated that the parties will apply through the State Department of Health and Emergency Management for EMPG and Bioterrorism funds which will be utilized to finance the office.
- E. Unless otherwise mutually agreed, the office will use its present location at the Cass County Courthouse Complex located in Fargo, North Dakota. It is the intention of this agreement that the office location will be transferred to such location as may be mutually agreed upon by the Oversight Committee referred to hereinbefore.

Cost
Share
equal

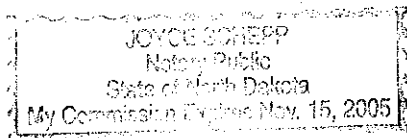
RSB —

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

On this 23rd day of December, 2003, before me, a notary public in and for said county and state, personally appeared SCOTT WAGNER, to me known to be the Chairman of CASS COUNTY, NORTH DAKOTA, the governmental entity described in and who executed the within and foregoing instrument, and acknowledged to me that said governmental entity executed the same.

Joyce Schupp
Notary Public

(SEAL)



Cass County, North Dakota
My Commission Expires: 11-15-05