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July 21, 2022

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

Office of the Sheriff

Jesse Jahner, Sheriff

Ref: **O-BJA-2022-171368 JAG EDWARD BYRNE GRANT**
Consent Agenda: JAG GRANT APPLICATION

Rick Steen, Chair

The application for the 2022 Edward Byrne Memorial Justice Assistance Grant funds is being prepared for submission to the Department of Justice. Cass County and the City of Fargo must agree to the sharing of these funds as our entities are considered disparate jurisdictions under federal guidelines. Our office is asking that you agree to the sharing of these funds and in doing so, will enter into an Inter-Local Agreement which is attached.

This grant does not require a local match and the parties have agreed to collaboratively utilize the funds for the benefit of both parties. The total award is \$ 72,542.00, of this amount Cass County will retain \$ 10,000.00 for administration and fiscal report to the Department of Justice for this grant.

I ask that the Inter-Local Agreement be placed on your consent agenda and that the Board of Commissioners authorize the chairman to sign the agreement.

Move to authorize the chairman to sign the Inter-Local Agreement with the City of Fargo for sharing of the 2022 Edward Byrne Memorial Justice Assistance Grant Funds. Authorize Dean Haaland, Chief Deputy with the Cass County Sheriff's Office to act as our agent in applying electronically for and completing any subsequent electronic documentation required during the lifetime of this grant.

Should you have any questions, please contact our office.

Respectfully,

Dean J. Haaland
Chief Deputy

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

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

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

THE STATE OF NORTH DAKOTA

County of Cass

INTERLOCAL AGREEMENT

BETWEEN THE COUNTY OF CASS AND THE CITY OF FARGO, ND OF CASS COUNTY
ND

EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE

GRANT (JAG) PROGRAM

This Agreement is made and entered into this by and between the COUNTY of CASS, acting by and through its governing body, the County Commission, hereinafter referred to as COUNTY, and the CITY OF FARGO, acting by and through its governing body, the City Commission, hereinafter referred to as FARGO all of Cass County, State of North Dakota, witnessed:

WHEREAS, this Agreement is made under the authority of NDCC 11-9.1 Home Rule Counties and NDCC 40-05.1 Home Rule in Cities: and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make the performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of each party, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement: and

WHEREAS, CASS agrees to provide FARGO \$ 62,542 from the JAG award for the Program: and

WHEREAS, CASS will retain \$10,000.00 from the JAG award for the Program:

WHEREAS, COUNTY, FARGO, believe it is in their best interests to allocate the JAG funds as stipulated and to utilize said funds in a collaborative program benefiting both parties.

WHEREAS, COUNTY, FARGO agrees that COUNTY will serve as the applicant/fiscal agent for the joint funds.

Paying for the performance of governmental functions hereunder shall make the performance or those payments from current revenues legally available to that party.

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of each party, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement: and

WHEREAS, COUNTY, FARGO, believe it is in their best interests to allocate the JAG funds as stipulated and to utilize said funds in a collaborative program benefiting both parties.

WHEREAS, COUNTY, FARGO agrees that COUNTY will serve as the applicant/fiscal agent for the joint funds.

NOW, THEREFORE, the COUNTY and FARGO, agree as follows:

Section 1.

CASS agrees to transfer to FARGO the sum of \$ 62,542.00 or purchase on their behalf for \$ 62,542.00 for the Program on or before 30 September 2026.

CASS will expend the sum of \$10,000.00 for the Program on or before 30 September 2026.

Section 2.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY, FARGO other than claims for which liability may be imposed by the North Dakota State Tort Claims Act NDCC 32-12.2.

Section 3.

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the service by the other parties.

Section 4.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 5.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein. This Agreement shall not create any rights in any party, not a signatory hereto.

COUNTY OF CASS

CITY OF FARGO



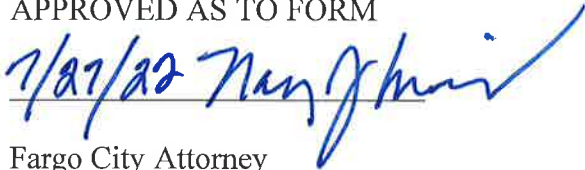
Tim Mahoney, Mayor

ATTEST



Witness

APPROVED AS TO FORM



Fargo City Attorney

CASS COUNTY

Rick Steen, Chairman

Brandy Madrigga, Auditor

ATTEST:

_____ Witness

APPROVED AS TO FORM

Cass County State's Attorney