



Planning Department

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MEMORANDUM

TO: Cass County Board of Commissioners

FROM: Cole Hansen, County Planner

DATE: April 29, 2024

SUBJECT: Regular Agenda Topic for the May 6, 2024 Commission Meeting:
911 ET Area Addressing JPA with the City of Horace

A JPA was never formally signed between Cass County and the City of Hoarce regarding 911 addressing within the ET of the City of Horace. This JPA is to formalize agreements that are currently in place and ensure that the language is the same between other JPAs.

SUGGESTED MOTION: To approve the Joint Powers Agreement between Cass County and the City of Horace.

ADDRESS ASSIGNMENT AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2024 (the “Effective Date”), by and between the City of Horace, a North Dakota political subdivision (the “City”), and the County of Cass, a North Dakota political subdivision (the “County”).

RECITALS

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

WHEREAS, the City has planning authority for subdivisions and zoning within its incorporated limits and its extraterritorial area; and

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

WHEREAS, the County has the authority to assign, change, and maintain 911 property addresses outside the incorporated limits of the City, including the City’s extraterritorial area.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **PURPOSE.** The purpose of this Agreement is to provide the parties’ obligations and responsibilities as they relate to assignment of addresses in the City’s incorporated limits and its extraterritorial area.
2. **PARTIES OBLIGATIONS – RESPONSIBILITIES.**
 - A. Upon execution of this Agreement, the County authorizes the City to solely assign, change, and maintain 911 property addresses within its extraterritorial area. The City will coordinate with the County to ensure street names and address ranges in the extraterritorial area do not conflict with other areas of the County.
 - B. The City’s authority to assign, change, and maintain 911 property addresses in its extraterritorial area, in addition to its incorporated limits, will ensure consistency with addresses. This will allow emergency responders to accurately and quickly locate emergency calls.
 - C. The County will retain the official naming rights and accountability of any roads on the County highway road system within the City’s extraterritorial area until the road is removed from the County highway road network and placed on the City’s road network.
 - D. The County will maintain and pay for signage along the County highway road system.

- E. The City will notify the County within two weeks of any changes to previously assigned addresses, newly assigned addresses, and newly created streets to ensure the 911 databases are accurate and current, thus ensuring public safety.
- F. Pursuant to Section 57-40.6-10(3) of the North Dakota Century Code, the County will ensure that mapping and addressing is updated in the emergency services communication system database and mapping system within thirty (30) days of receipt of notice of request for change.
3. **TERM AND TERMINATION.** This Agreement commences on the Effective Date and expires upon termination. This Agreement may be terminated by either party upon thirty (30) days' written notice to the other party or upon mutual agreement of the parties hereto.
4. **GOVERNING LAW.** This Agreement is governed by and interpreted in accordance with the laws of the State of North Dakota.
5. **ENTIRE AGREEMENT.** The entire agreement between the parties is contained herein and this Agreement supersedes all oral agreements and negotiations relating to the subject matter hereof.
6. **BINDING EFFECT.** The covenants, terms, conditions, provisions, and undertakings in this Agreement, or in any amendment, will be binding upon the parties' successors and assigns.
7. **REPRESENTATION.** The parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Agreement, and agree they have not been influenced by any representations or statements made by any other parties.
8. **AMENDMENTS, MODIFICATIONS, AND WAIVERS.** No amendment, modification, or waiver of any condition, provision, or term of this Agreement will be valid or of any effect unless made in writing signed by the party to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by either party of any default of the other party will not affect or impair any right arising from any subsequent default. Except as expressly and specifically stated otherwise, nothing herein will limit the remedies and rights of the parties hereto under and pursuant to this Agreement.
9. **SEVERABILITY.** In the event that any part or provision of this Agreement is held to be invalid or unenforceable, in whole or in part, all other parts and provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts or provisions severed from the remainder of this Agreement.
10. **COUNTERPARTS.** This Agreement may be signed in counterparts meaning this Agreement is valid if signed on separate copies of the same agreement.
11. **EFFECTIVE DATE.** This Agreement becomes effective upon the date of the last signature appearing below.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below.

CASS COUNTY

Date: _____, 2024

Chad M. Peterson, Chairman

ATTEST:

Date: _____, 2024

Brandy Madrigga, County Finance Director

[Signatures continued on the following page.]

CITY OF HORACE

Date: _____, 2024

Kory Peterson, Mayor

ATTEST:

Date: _____, 2024

Brenton Holper, City Auditor