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May 2, 2025

Office of the Sheriff

Jesse Jahner, Sheriff

Tony Grindberg, Chair

Cass County Commission

211 9th St. S.

Fargo, ND 58103

Commission Chair Grindberg,

I am respectfully asking the commission to review and approve the attached Joint Exercise of Peace Officer Duties Addendum as it pertains to the Metro Area Street Crimes Unit. I have read the addendum and have had our States Attorney's Office review the addendum we are both comfortable with the agreement as written.

Suggested Motion

"Move to approve the Metro Area Street Crimes Unit Agreement for the Joint Exercise of Peace Officer Duties effective upon date and signature from the Cass County Commission Chair and the Sheriff."

Respectfully,

Jesse Jahner

Cass County Sheriff

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

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

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



CONTRACT APPROVAL

REQUIRED BY DEPARTMENT:

DEPARTMENT: Sheriff's Office DATE OF REQUEST: May 14, 2025

COMPANY REQUESTING CONTRACT: Metro Street Crimes Unit

BRIEF PROJECT DESCRIPTION: Addendum to Agreement for Joint Exercise of Peace Officer Duties

 NEW CONTRACT OR x CONTRACT RENEWAL

REQUIRED BY STATE'S ATTORNEY OFFICE:

STATE'S ATTORNEY SIGNATURE: _____ DATE _____

STATE'S ATTORNEY COMMENTS:

**Addendum - 2 Metro Street Crimes Unit
to the Agreement for the Joint Exercise of Peace Officer Duties**

Addendum - 2 Metro Street Crimes Unit

This Addendum 2 to the Agreement for the Joint Exercise of Peace Officer Duties is made and entered into by and between the Cass County, ND Sheriff's Department, the Fargo, ND Police Department, the West Fargo, ND Police Department, the Clay County, MN Sheriff's Department, and the Moorhead, MN Police Department, which forms the Metro Street Crimes Unit (MSCU or Participating Agency).

1. **Scope** - In addition to the joint exercise of general peace officer duties, the Participating Agencies agree to provide personnel, resources and supervision to maintain the operational readiness of the Metro Street Crimes Unit (MSCU). The MSCU is a joint special operations team that conducts specific law enforcement duties in the jurisdictions of the Participating Agencies, which is within the states of North Dakota and Minnesota. The Fargo Police Department shall be the lead agency of the MSCU.
2. **Purpose** - The MSCU shall consist of sworn peace officers specifically assigned to investigate and apprehend individuals actively participating in violent felony criminal activity, ongoing criminal enterprises and gangs, or involved in illegal firearms trafficking, possession, or other crimes involving firearms in the identified jurisdictions.
3. **Member Selection** - Participating Agencies are responsible for selecting members for the MSCU and commit to assigning minimally one sworn member. Each Participating Agency shall be responsible for the acts or omissions of its personnel and shall not be considered an agent or employee of any other Participating Agency.
4. **Lead Agency** - The Fargo Police Department agrees to provide overall management, supervision, planning, investigative direction and follow up responsibilities for the MSCU on a daily basis during unit-related law enforcement actions or activities. This includes, but is not limited to recordkeeping, daily personnel work assignments and investigative matters.
5. **Supervisory Oversight and Authority** - The Fargo Police Department, Criminal Investigations Division (CID), Special Operations Unit (SOU) Lieutenant and SOU Sergeant shall exercise operational control as the MSCU commander.
 - a. The Fargo Police Department SOU Lieutenant shall report the activities of the MSCU to all Participating Agencies on a monthly basis.
 - b. The MSCU Sergeant shall notify and work with Participating Agency supervisors as appropriate to ensure other agency needs are met and any personnel matters are noticed or addressed.

- c. When the MSCU is operating outside the City of Fargo, the MSCU Sergeant shall notice the other jurisdiction prior to operations, if feasible. Notification shall also be made upon completion of any enforcement action or other operation.
 - d. Each Participating Agency's assigned personnel shall be bound by their respective agency's policies and procedures.
 - e. Each Participating Agency shall be responsible for investigating any personnel complaints, use of force incidents, or work performance related issues brought forth pertaining to each respective agency's personnel participating within the MSCU, except as otherwise provided in ¶ 7.
- 6. Request for Assistance** - In order to maintain operational integrity, each Participating Agency agrees that requests for assistance from the MSCU as a whole shall be forwarded to the Fargo Police Department SOU Lieutenant or authorized designee for review and authorization. Each Participating Agencies' members may be recalled or tasked with investigations, assignments, etc. by their respective agencies as needed on an individual basis. However, Participating Agency members shall notify the SOU Sergeant of such recall or task as soon as practicable. The SOU Sergeant shall inform the SOU Lieutenant of all requests or personnel changes.
- 7. Officer Involved Critical Incidents** – An “Officer Involved Critical Incident” for purposes of this Addendum shall mean any action that results in death or serious-bodily injury to another as a result of MSCU personnel actions or operations. This includes an officer involved shooting, pursuits, in-custody deaths or similar actions. The agency of the jurisdiction in which the incident occurred shall be the primary responding agency. The primary responding agency shall determine which outside investigative agency should be contacted to conduct the criminal investigation of the incident, unless the primary responding agency head deems it unnecessary. Typically, for incidents in Minnesota, the MN Bureau of Criminal Apprehension should be contacted and for incidents in North Dakota, the ND Bureau of Criminal Investigation should be contacted. In addition, the involved MSCU members may be subject to administrative reviews from their respective agencies pursuant to their policy.
- 8. Financial Obligations** - The Participating Agencies agree that each agency is responsible for funding its own personnel and providing them with the necessary equipment to conduct law enforcement operations as a member of the MSCU.
- 9. Seized Asset Disbursal** - Monies and assets seized for forfeiture proceedings by a Participating Agency member as a result of a MSCU operation, shall be liquidated and/or dispersed across all Participating Agencies upon a forfeiture judgment from the prosecuting authority of the jurisdiction in which the monies or assets were seized.
- 10. Termination** - A Participating Agency may withdraw its personnel and terminate participation in the MSCU with a thirty (30) day written notice to the Chief of Police of the Fargo Police Department, and, when practicable, the other Participating Agencies.

11. All other terms and conditions of the original Agreement for the Joint Exercise of Peace Officer Duties dated December 3, 2012, are hereby incorporated by reference.

In witness whereof, this Addendum 2 has been executed and approved and is effective and operative as to each of the parties as herein provided.

CITY OF FARGO, a North Dakota municipal corporation

David Zibolski, Chief of Police

This Addendum 2 has been approved by the Fargo City Commission, this _____, 2025.

Timothy J. Mahoney, M.D. Mayor

Attest:

Steven Sprague, City Auditor

In witness whereof, this Addendum 2 has been executed and approved and is effective and operative as to each of the parties as herein provided.

CITY OF WEST FARGO, ND, a North Dakota municipal corporation

Peter Nielsen, Chief of Police

This Addendum 2 has been approved by the West Fargo City Commission, this _____, 2025.

Bernie Dardis, Mayor

Attest:

Dustin Scott, City Administrator

In witness whereof, this Addendum 2 has been executed and approved and is effective and operative as to each of the parties as herein provided.

COUNTY OF CASS, ND

Jesse Jahner, Cass County Sheriff

This Addendum 2 has been approved by the Cass County, ND Commission, this _____, 2025.

_____, Chair, Cass County Commission

Attest:

County Auditor

In witness whereof, this Addendum 2 has been executed and approved and is effective and operative as to each of the parties as herein provided.

COUNTY OF CLAY, MN

Mark Empting, Clay County Sheriff

This Addendum 2 has been approved by the Clay County, MN Commission, this _____, 2025.

, Chair

Attest:

, County Administrator

In witness whereof, this Addendum 2 has been executed and approved and is effective and operative as to each of the parties as herein provided.

CITY OF MOORHEAD, MN

, Chief of Police

This Addendum 2 has been approved by the Moorhead City Council, MN this _____, 2025.

Michelle (Shelly) A. Carlson, Mayor

Attest:

Dan Mahli, City Manager

Agreement for the Joint Exercise of Peace Officer Duties- Addendum 2 - Metro Street Crimes Unit

Approved as legally sufficient:

By: _____ Date: _____
Claire J. Ness
Chief Deputy Attorney General
State of North Dakota