

## CONTRACT APPROVAL

### SUGGESTED MOTION:

Move to approve the following contracts submitted by respective department head, subject to State's Attorney approval, and authorize the Chairman to sign.

### Received as of February 15, 2024:

- Northern Improvement Company—contract documents for grading, mill, and overlay on Cass Highway 17;
- Flood lot lease renewals for 2024;
- Memorandum of Understanding for Cass Clay Threat Assessment Management Team



## Highway Department

Telephone: 701-298-2370

Fax: 701-298-2395

SMB-HWY@casscountynd.gov

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### MEMORANDUM

TO: Cass County Commission

FROM: Thomas Soucy, County Engineer

DATE: February 8, 2024

SUBJECT: Consent Agenda Item for February 20<sup>th</sup>, 2024 Commission Meeting: CH2404 – Grading, Mill, & HMA Overlay.

Attached are the contract documents with Northern Improvement Company for Grading, Mill, & HMA Overlay on Cass County Road 17; From 1,075' South of 112th Ave S To 68th Ave S & Cass County Road 14; From Sheyenne River to Interstate 29 & Cass County Road 6; From 75th St S To Cass County Road 17 in Cass County.

**SUGGESTED MOTION:** AUTHORIZE CHAIRPERSON TO SIGN CONTRACT DOCUMENTS WITH NORTHERN IMPROVEMENT COMPANY FOR THE GRADING, MILL, & HMA OVERLAY ON THE CASS COUNTY HIGHWAY STATED ABOVE SUBJECT TO STATE'S ATTORNEYS APPROVAL.

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# CONTRACT APPROVAL REQUEST

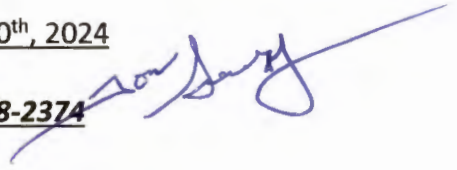
COMPANY REQUESTING CONTRACT:

**Northern Improvement Company, PO Box 2846, Fargo, ND 58108**

DATE OF REQUEST: February 8, 2024

DATE OF EXPECTED RETURN TO THE COMMISSION OFFICE: February 20<sup>th</sup>, 2024

DEPARTMENT HEAD REQUESTING SIGNATURE: **Thomas Soucy, 701-298-2374**



STATE'S ATTORNEY SIGNATURE: \_\_\_\_\_

STATE'S ATTORNEY COMMENTS: \_\_\_\_\_

PORTFOLIO COMMISSIONER SIGNATURE: \_\_\_\_\_

Request for bids for Grading, Mill, & HMA Overlay on Cass County Road 17; From 1,075' South of 112th Ave S To 68th Ave S & Cass County Road 14; From Sheyenne River to Interstate 29 & Cass County Road 6; From 75th St S To Cass County Road 17 in Cass County was received.

<u>Engineer's Estimate</u>	<u>CH2404</u>	<u>Total</u>
	\$3,971,439.50	\$3,971,439.50

The bids were received as follows:

<u>Contractor</u>	<u>CH2404</u>	<u>Total</u>
Northern Improvement Company	\$2,916,873.88	\$2,916,873.88
Mark Sand & Gravel Company	\$3,144,507.22	\$3,144,507.22
Border States Paving, Inc.	\$3,233,143.31	\$3,233,143.31
Central Specialties, Inc.	\$3,246,131.16	\$3,246,131.16
Knife River Materials	\$3,417,788.87	\$3,417,788.87
R.J. Zavoral and Sons, Inc.	\$3,985,899.67	\$3,985,899.67

**SUGGESTED MOTION:** AUTHORIZE CHAIRPERSON TO SIGN CONTRACT DOCUMENTS WITH NORTHERN IMPROVEMENT COMPANY FOR THE GRADING, MILL, & HMA OVERLAY ON THE CASS COUNTY HIGHWAY STATED ABOVE SUBJECT TO STATE'S ATTORNEYS APPROVAL.

**CASS COUNTY HIGHWAY DEPARTMENT  
CONTRACT**

This agreement made and entered into by Cass County, North Dakota, party of the first part, and **Northern Improvement Company, PO Box 2846, Fargo, ND 58108** party of the second part (hereinafter called Contractor),

WITNESSETH:

1. That for and in consideration of the payments to be made by the party of the first part, the contractor promises and agrees to furnish and deliver all labor, equipment, and materials, and to pay or cause to be paid as they become due, all claims for any work, labor, materials, equipment, including equipment rental or repair, and other supplies or insurance premiums, all of which are attributable to or utilized in and about the improvement and construction of **Project CH2404**. In accordance and in conformity with the provisions of this contract, the project proposal, the standard specification, supplemental specifications, special provisions, and all of which are hereby made a part of this agreement as fully and to the same effect as if the same had been set forth in the body of this agreement. References in the Standard Specifications for Road and Bridge Construction, 2023 edition, to the North Dakota Department of Transportation or Department must be construed as referring to the owner. Likewise, a reference by the same works to engineer or director must be construed as referring to the owner of the project.

2. The party of the first part agrees and promises to pay to the Contractor for said work, when completed and accepted in accordance with the provisions of this contract, the price set forth in the said proposal, amounting approximately to **Two Million, Nine Hundred Sixteen Thousand, Eight Hundred Seventy Three Dollars and Eighty Eight Cents (\$2,916,873.88)** payments to be made as provided in said specifications upon presentation of the proper certificates of the County Engineer, or his representatives, and under the terms of this contract.

3. The said work shall be done in accordance with the terms of this contract, and the laws of the State of North Dakota, under direct supervision and to the entire satisfaction of the County Highway Department, subject at all times to the inspection and approval of the engineer.

4. The decision of the engineer upon questions connected with the execution of this agreement or any failure or delay in the prosecution of the work by the Contractor shall be final and conclusive.

5. In the employment of labor, other things being equal, preference shall be given to honorably discharged Veterans of the Armed Forces, and bona fide North Dakota residents, as determined by NDCC Section 43-07-20.

6. The Contractor shall begin construction work when so ordered by the Cass County Highway Department and shall maintain at all times thereon a maximum and efficient working force necessary to complete the work within the time established by this contract.

IN WITNESS THEREOF, the parties to this contract have set their hands and seal this \_\_\_\_ day of \_\_\_\_\_ 2024.

CASS COUNTY NORTH DAKOTA

\_\_\_\_\_  
Chairperson, Cass County Board of Commissioners

\_\_\_\_\_  
Contractor

WITNESS TO CONTRACTOR'S SIGNATURE

By \_\_\_\_\_

Title \_\_\_\_\_

CASS COUNTY HIGHWAY DEPARTMENT  
CONTRACT BOND

Project No. CH2404

KNOW ALL PERSONS BY THESE PRESENTS, that we Northern Improvement Company, PO Box 2846, Fargo, ND

58108 as principal, and \_\_\_\_\_

NAME AND ADDRESS OF SURETY

\_\_\_\_\_

as surety, are held and firmly bound unto Cass County, North Dakota, as owner in the penal sum of **Two Million, Nine Hundred Sixteen Thousand, Eight Hundred Seventy Three Dollars and Eighty Eight Cents (\$2,916,873.88)** for the use of the owner and also for the use of any person having any lawful claim against the principal or any subcontractor on account of labor or supplies or materials as set forth in the conditions hereof; for the payment of which well and truly to be made we jointly and severally bind ourselves, and each of our heirs, executors, administrators, and successors, firmly by these presents.

WHEREAS, said principal has entered into a written contract with the owner for: \_\_\_\_\_

\_\_\_\_\_ ;  
Type of Work: Grading, Mill, & HMA Overlay

CH2404, in Cass County, North Dakota, which contract and incorporated plans and specifications are by this reference made a part hereof, and are hereinafter referred to as the contract.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS THAT** if the principal shall: (1) perform all the terms, covenants and conditions of said contract; (2) protect the owner against any loss or damage from any cause arising out of said contract; (3) pay or cause to be paid all bills and claims against the principal or any subcontractor on account of labor or services performed and all materials, equipment or supplies furnished, whether directly or indirectly arising out of the performance of said contract; (4) pay all insurance premiums and all items for which payment under the terms of the contract is to be made or guaranteed by the principal; (5) have made or will make, prior to the commencement of any work by the principal or any subcontractor under such contract, full and true report to the Worker's Compensation Bureau of the payroll expenditures for the employees to be engaged in such work, and that the principal has paid, or will pay, the premium thereon prior to the commencement of such work; (6) pay or cause to be paid all contributions due to the Unemployment Compensation Division; and (7) pay or cause to be paid any and all taxes that may be assessed or levied or to be a charge against such contractor or any subcontractor under such contract by the state or any of its subdivisions; then this obligation shall be null and void; otherwise it will remain in full force and effect.

And the said surety hereby stipulates and agrees that any change, extension, alteration, deduction or addition, with or without notice to the surety, in or to the terms of said contract or the plans or the specifications accompanying the same as provided for therein, shall not in anywise affect the obligation and liability of said surety on this bond.

SIGNED and SEALED this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

PRINCIPAL

(SEAL OF PRINCIPAL)

By: \_\_\_\_\_

Title: \_\_\_\_\_

SURETY

COMPLETE MAILING ADDRESS

(SEAL OF SURETY)

By: \_\_\_\_\_

Title: \_\_\_\_\_

COMPLETE MAILING ADDRESS

**IMPORTANT NOTICE**

An individual doing business under a firm name must give both names, and the individual shall designate himself as sole owner.

If a partnership, so state, and at least one member of such partnership must sign.

If a corporation, the full corporate name must be used and the execution must be by an officer of the corporation.

Any other person executing for the principal or surety must attach a power of attorney.

**NOTICE TO SURETY**

**Section 26.1-03-01, N.D.C.C. Provides:**

**"Limitation on risks acceptable by company.** An insurance company transacting an insurance business in this state may not expose itself to loss on any one risk or hazard to an amount exceeding ten percent of its paid-up capital and surplus if a stock company, or ten percent of its surplus if a mutual company, unless the excess is reinsured."

If excess reinsurance agreements are required on this bond, an affidavit executed by an officer of the surety shall be attached, stating that such reinsurance agreements have been entered into and are in effect at the time the bond is executed, giving the name an address of all companies with whom such agreements have been entered, and that copies of such reinsurance agreements will be furnished to the North Dakota commissioner of insurance.

**ACKNOWLEDGMENT OF PRINCIPAL**

State of \_\_\_\_\_

ss.

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ 2024, before me a notary public in and for the state of \_\_\_\_\_, personally appeared \_\_\_\_\_, known to me to be (title) of the principal described in the within instrument and who executed the same and acknowledged to me that the same was executed for and on behalf of said principal.

Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
(Notary Public must print or type name here.)

(NOTARY SEAL)

My Commission expires \_\_\_\_\_

**ACKNOWLEDGMENT OF SURETY**

State of \_\_\_\_\_

SS.

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ 2024, before me a notary public in and for the state of \_\_\_\_\_, personally appeared \_\_\_\_\_, known to me to be (title) of the surety described in the within instrument and who executed the same and acknowledged to me that the same was executed for and on behalf of said surety.

\_\_\_\_\_

Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
(Notary Public must print or type name here.)

(NOTARY SEAL)

My commission expires \_\_\_\_\_

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Cass County States Attorney

Approved by owner this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

By \_\_\_\_\_  
Chairperson, Cass County Board of Commissioners

## LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and Kenneth A Pawluk of 2808 28th Ave S Fargo, ND 58103 (hereinafter "Lessee").

THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Property: The County hereby offers to lease, and the Lessee agrees to lease, the property situated in the Township of Reed County of Cass, State of North Dakota, described as: Lot 2 Block 1 Burris Subdivision (hereinafter "property").
2. Term: The term of this lease shall commence on January 1, 2024, and expire at midnight on December 31, 2024.
3. Rent: Rent shall be \$10 dollars per year, payable in advance of the commencement day, to the County by and through the Cass County Auditor at the address given in the section herein entitled Notices.
4. Use: The property shall only be used for purposes consistent with those contained in Exhibit 1 (attached). Furthermore, the property shall not be used for, among other purposes, parking vehicles; building any kind of structure without prior written approval of the County; storage of any kind of equipment or personal property; placement of any signs; raising or keeping of animals; or disposal of any kind of materials, whether hazardous or not. The determination of compliance with these limitations on use of the property shall be at the County's sole discretion.
5. Maintenance: The portion of the lot visible to the general public shall be mowed a minimum of once per month during the growing season.
6. Delivery of Possession: Lessee acknowledges that Lessee has inspected the property and accepts it as suitable for the purpose and use described in this Lease and that the property then complies with the use limitations.
7. Insurance: At all times during the term of this Lease, Lessee shall maintain at Lessee's sole expense, public liability and property damage liability insurance in an amount not less than \$500,000. Lessee shall deliver to County a copy of the certificate of insurance prior to the commencement, and renewal if applicable, of this Lease. County makes no representation that the limits of liability specified herein are adequate to protect Lessee.



8. Indemnification: County shall not be liable for any damage to Lessee, or any other person, or to any property, occurring on the premises or any part thereof, unless such damage is the proximate result of the negligence or an unlawful act of the County. Lessee agrees to hold the County harmless from any claims for damages occurring on the property, no matter how caused, except for injury damages for which County is legally responsible.
9. Ordinances and Statutes: Lessee shall comply with all statutes, ordinances and requirements of municipal, state and federal authorities.
10. Assignment and Subletting: Lessee shall not assign this Lease or sublet any portion of the property without prior written consent of the County.
11. Entry/Inspection of Property: Lessee shall permit County or County's agents to enter and inspect the property at any reasonable time for the purpose of verifying compliance with the terms of this Lease.
12. Maintenance: Lessee shall, at his/her own expense, and at all times, remove snow from any sidewalks, keep the property clear of rubbish or weeds, regularly mow the grass, irrigate or water the property in a manner sufficient to maintain the property but not in a manner inconsistent with governing statutes, ordinances or rules.
13. Default - Event: Lessee will be in default of this Lease for failure to timely pay any rent, or failure to abide by any material terms or conditions of this Lease including, but not limited to, the limitations on use of the property, and such default continues for ten (10) days after written notice from County.
14. Default - County's Remedies: If any one or more of the default events set forth herein occurs, then the County may, in its sole discretion, do one or more of the following:
  1. Give Lessee written notice of its intention to terminate this Lease on the date of such notice, or on any later date that the County may specify in such notice. On the date so specified in such notice, Lessee's right to use of the property will cease and the Lease will be terminated.
  2. Remove personal property and/or other materials that reflect an inappropriate use of the property, and charge Lessee a reasonable sum for removal, storage or/and disposal of such items.
  3. Collect all reasonable attorney fees, costs and disbursements that may arise as a result of any suit filed as a result of Lessee's default.
  4. Exercise such rights or remedies that may be provided by law.

15. Notices: Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to the Lessee or County at the respective addresses given below, or at such other places as may be designated by the parties in writing from time-to-time, or may be delivered in person.

County: 211 9<sup>th</sup> Street South, P.O. Box 2806, Fargo, ND 58108-2806

Lessee: 2808 28th Ave S Fargo, ND 58103

16. Binding Effect: All the provisions hereof shall extend to and be binding upon, and in favor of or against (as the case may be), the heirs, executors, administrators, guardians, assigns and successors in interest of the parties hereto.

17. Severability: If any provision of this Lease should be found invalid or unenforceable, then the rest and remainder of the provisions shall remain valid and enforceable.

18. Entire Agreement: This Lease represents the entire agreement between the parties and there are no collateral or oral agreements or understandings and any executory agreement hereafter made shall be made ineffective to change, modify or discharge this lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.

19. Construction: All provisions hereof and words and phrases used herein shall be governed and construed under the laws of the State of North Dakota.

20. Time is of the Essence: Time is of the essence for each term and provision of this lease.

21. Effective Date: The effective date of this lease is January 1, 2024, regardless of the day that the parties may have signed this agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:

  
\_\_\_\_\_  
Lessee

Cass County

\_\_\_\_\_  
By: Chair  
Cass County Commission

## EXHIBIT 1

### Additional Lease Terms and Conditions

WHEREAS, Cass County North Dakota became the rightful owner of certain real property, more fully described in the attached Lease, through the use of certain disaster relief funds under Section 404 of the Stafford Act; and

WHEREAS, the terms of the Stafford Act, and related regulations and agreements (e.g., FEMA-State Agreement) require that Cass County agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural flood plain values;

NOW, THEREFORE, the attached Lease is made subject to the following additional terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44-C.F.R. 206-434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply to the leased property:
  - (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved previous parking lots and other uses described in 44 C.F.R. Section 206-434, as it reads now and may be amended in the future.
  - (b) Structures. No new structures shall be erected on the property other than:
    - (1) a public facility that is open on all sides and functionally related to the open space use;
    - (2) a restroom; or
    - (3) a structure that is compatible with the uses described in Paragraph 1(a), above, and approved by Cass County in writing prior to the commencement of the construction of the structure.
2. Inspection. FEMA, its representatives, and assigns, including Cass County, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the above terms.
3. Enforcement. Any violation of these terms may, at Cass County's sole discretion, be deemed a default with all the rights and remedies available under the attached Lease.



www.casscountynd.gov

# Office of the Sheriff

Jesse Jahner, Sheriff

February 15<sup>th</sup>, 2024

Chad Peterson, Chair

Cass County Commission

Mr. Chair,

I am submitting a Memorandum of Understanding (MOU) for a unified Cass Clay Threat Assessment Threat Management Team (CCTATMT) that we are forming amongst our local and federal agency partners. The Cass Clay Threat Assessment Threat Management Team is a multi-disciplinary team dedicated to the prevention of targeted acts of violence. Through the cooperative sharing of information, resources, and the knowledge gained through training with leading experts in the field of threat assessment, the team endeavors to identify, assess, and manage situations where the risk of violence is imminent and/or anticipated. It is our hope through the formation, collaboration, and operation of this team that we will be better equipped and have access to more resources to investigate potential acts of violence in our communities enabling us to provide a higher level of public safety to our citizens. The MOU has been reviewed by each entity's legal advisors for legal language input and approval. At this time I am looking for the Commission's approval to enter into the agreement. The agreement is attached.

## Suggested Motion

"Move to approve and sign the Cass Clay County Threat Assessment Threat Management Team Memorandum of Understanding allowing the formation and operation of the Threat Management Team."

Respectfully,



Jesse Jahner

Cass County Sheriff

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**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: 02-15-2024

COMPANY REQUESTING CONTRACT: Cass Clay Threat Assessment Threat Management Team

BRIEF PROJECT DESCRIPTION: Memorandum of Understanding-Participating Agencies

X  NEW CONTRACT OR   CONTRACT RENEWAL

**REQUIRED BY STATE'S ATTORNEY OFFICE:**

STATE'S ATTORNEY SIGNATURE: \_\_\_\_\_ DATE \_\_\_\_\_

STATE'S ATTORNEY COMMENTS:

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## **CASS CLAY THREAT ASSESSMENT THREAT MANAGEMENT TEAM MEMORANDUM OF UNDERSTANDING- PARTICIPATING AGENCIES**

**Mission Statement:** The Cass Clay Threat Assessment Threat Management Team (“CCTATMT”) is a multi-disciplinary team dedicated to the prevention of targeted acts of violence. Through the cooperative sharing of information, resources, and the knowledge gained through training with leading experts in the field of threat assessment, the team endeavors to identify, assess, and manage situations where the risk of violence is imminent and/or anticipated.

**Team Composition:** The team comprises staff from each participating agency/entity. Participating agencies/individuals are:

- Cass County Sheriff's Office
- Clay County Sheriff's Office
- Fargo Police Department
- West Fargo Police Department
- Moorhead Police Department
- North Dakota State University Police
- North Dakota Bureau of Criminal Investigation, Including North Dakota SLIC
- Minnesota Bureau of Criminal Apprehension
- Cass County States Attorney's Office
- Clay County Attorney's Office
- Federal Bureau of Investigation

**Roles and Responsibilities:** The primary purpose of the CCTATMT is to provide timely and extensive threat assessment threat management support to the impacted participating agency dealing with an evolving or imminent targeted violence threat. Each participating agency will assign a designee member as a representative/liaison to the CCTATMT. Each participating agency will ensure regular participation in scheduled meetings which will occur on as needed basis. Two agencies will volunteer to co-lead the management of the CCTATMT on an annual basis (See Supervision, Support and Investigations below).

**Which Cases will be Assessed:** Any of the participating agency representatives serving as team members may bring a threat case before the team to be assessed.

Any member bringing a case to the team is encouraged to bring whatever sources of information the member feels would benefit the team in either assessing or managing the case. Those sources of information might include (but are not limited to) reports, documents, recordings, and persons such as probation officers, school resource officers, co-responders or victim advocates.

**Information Sharing:** Nothing in this agreement waives or alters member agencies data practices obligations as proscribed by state or federal law. Law enforcement and other member agencies should follow the existing or any updated agreements or memorandums of understanding regarding information sharing agreements with State or local agencies that are in place, as mandated by Minnesota State Statute(s), or North Dakota State Statutes.

**Case Management:** The CCTATMT does not manage or lead investigations. It is the responsibility of the impacted/originating agency to lead and maintain ownership of their investigations, including documentation of any CCTATMT involvement in their respective investigation. Transfer of case ownership may occur between CCTATMT members upon agreement by both agencies and within the scope of their agency's legal authorities, policies, and procedures.

**Case Files:** The confidentiality and custody of all case files are the responsibility of the member who brought the case to the team. No records or data will be separately maintained by the CCTATMT. No records or documents shall be further disseminated by the CCTATMT without the express permission of the originating agency.

**Confidentiality:** Any member bringing a guest to a team meeting is responsible for ensuring the guest has signed a "CCTATMT Threat Assessment Threat Management, Visitor Confidentiality Agreement" prior to the meeting. (See attached). The hosting member is also responsible for maintaining the signed copy of the agreement.

Members must coordinate with the case owner agency if they need/want to share information to others outside meeting attendees.

The Parties acknowledge that the information involved in this MOU may identify U.S. persons, whose information is protected by the Privacy Act of 1974 and/or Executive Order 12,333 (or any successor executive order). All such information will be handled lawfully pursuant to the provisions thereof.

**Team Membership:** The administrative authority of each participating agency has sole authority for selection of which individual(s) will serve as the agency's representative(s) to the team.

**Continuing Education:** CCTATMT will be committed to continued training and education in the area of targeted violence threat assessment and management. The CCTATMT should consult the assistance of the FBI to identify additional trainings in the area of targeted violence threat assessment and management. Members may also recommend and share information on trainings to the group.

**Supervision and Support:** The Cass County Sheriff's Office, along with the FBI, will facilitate the management of the CCTATMT. This leadership role is intended to manage

the CCTATMT only and does not provide any authority over investigations that are presented to the CCTATMT from outside their respective agencies. The management of the CCTATMT includes scheduling meetings, including emergency meetings due to potential imminent threats, maintaining member rosters, setting and disseminating the agenda, as well as other administrative activities.

The FBI will provide threat assessment and threat management consultation and operational support through the FBI's Behavioral Threat Assessment Center (BTAC) on a case-by-case basis, as requested by CCTATMT and coordinated by FBI members.

**Liability:** The Parties acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from or relating to the conduct of personnel participating in the CCTATMT.

This MOU does not constitute an agreement for any party to assume and/or waive any liability or claim under any applicable law.

Each party agrees to notify the other in the event of receipt of a civil claim arising from the Parties participation in the CCTATMT. The Parties agree to cooperate fully with one another in the event of any investigation arising from alleged negligence or misconduct arising from acts or omissions related to the CCTATMT. Nothing in this paragraph prevents any party from conducting an independent administrative review of any incident giving rise to a claim.

All parties signing the MOU remain bound by the laws and policies that govern their respective agencies and will comply with all federal and state laws relating to matters of information reporting, sharing, and confidentiality.

**Governmental Immunity:** No term, condition, or representation made herein shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of Minnesota State Law, specifically Minnesota Statutes 3.732 et seq., (immunity for state entities); or sections 466 et seq., (municipal entities).

**Agreement Terms:** Any participating agency may withdraw from the CCTATMT at any time with thirty (30) days written notification. This MOU may be modified at any time with the written consent of all involved agencies.

This is an annual agreement with automatic renewal up to four times.

**Non-Appropriation:** It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation between participating member organizations and, therefore, notwithstanding anything in this Agreement to the contrary, any payment obligations of the Governmental Units are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the current fiscal



period. Notwithstanding any other provision of this Agreement concerning termination, upon the Governmental Unit's failure to appropriate such funds, this Agreement shall automatically terminate.

**Counterparts and Signatures:** This MOU may be executed in multiple counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same MOU.

**Acknowledgment and Concurrence of Administrative Authority:**

**By signing**, on behalf of myself and the agency I represent, I understand and agree with the structure and operational direction outlined in this document for the CCTATMT Group.

**Commission/Council Chair, Agency Head, or Designee Signatures :**

\_\_\_\_\_  
Name of Agency

\_\_\_\_\_  
Agency Head or Designee Name (Printed)

\_\_\_\_\_  
Agency Head or Designee Name (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commission/Council/Representative If Applicable (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Agency

\_\_\_\_\_  
Agency Head or Designee Name (Printed)

\_\_\_\_\_  
Agency Head or Designee Name (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commission/Council/Representative If Applicable (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Agency

\_\_\_\_\_  
Agency Head or Designee Name (Printed)

\_\_\_\_\_  
Agency Head or Designee Name (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commission/Council/Representative If Applicable (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Name of Agency**

\_\_\_\_\_  
**Agency Head or Designee Name (Printed)**

\_\_\_\_\_  
**Agency Head or Designee Name (Signature)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Commission/Council/Representative If Applicable (Signature)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name of Agency**

\_\_\_\_\_  
**Agency Head or Designee Name (Printed)**

\_\_\_\_\_  
**Agency Head or Designee Name (Signature)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Commission/Council/Representative If Applicable (Signature)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name of Agency**

\_\_\_\_\_  
**Agency Head or Designee Name (Printed)**

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**Agency Head or Designee Name (Signature)**

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**Date**

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**Commission/Council/Representative If Applicable (Signature)**

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