

THE STATE OF MINNESOTA

COUNTY OF RAMSEY

KNOW ALL BY THESE PRESENT

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF CITY OF SAINT PAUL  
AND THE RAMSEY COUNTY ATTORNEY'S OFFICE, MINNESOTA**

**FY 2018 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM  
AWARD**

This Agreement is made and entered into this 02 day of October, 2018, by and between the CITY OF SAINT PAUL, acting by and through its governing body, their City Council, hereinafter referred to as the CITY, and the RAMSEY COUNTY, acting by and through its governing body, the Commissioners of the County, hereinafter referred to as the COUNTY, all of Ramsey County, State of Minnesota, witnesseth:

**WHEREAS**, this Agreement is made under the authority of the provisions of Minnesota Statutes Section 471.59, the Joint Powers Act; and

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that 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 both parties, 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**, the CITY agrees to provide the COUNTY \$ 72,013 from the JAG award for the Collaborative JAG Program: and

**WHEREAS**, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

**NOW THEREFORE, the COUNTY and CITY agree as follows:**

**Section 1.**

CITY agrees to pay COUNTY a total of \$ 72,013 from the JAG funds as outlined above.

**Section 2.**

COUNTY agrees to use \$72,013 for the Collaborative JAG Program until September 30, 2021.

**Section 3.**

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Minnesota Tort Claims Act.

**Section 4.**

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Minnesota Tort Claims Act.

**Section 5.**

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 services by the other party.

**Section 6.**

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

**Section 7.**

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

**CITY OF SAINT PAUL, RAMSEY COUNTY, MINNESOTA**

\_\_\_\_\_  
Kathleen A. Wuorinen, Assistant Chief of Police

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Director Office of Financial Services

COUNTY OF RAMSEY MINNESOTA

\_\_\_\_\_  
County Judge

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant District Attorney

APPROVED AS TO FORM:

\*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contracts or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).