

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF SAINT PAUL  
AND THE COUNTY OF RAMSEY, MN**

**2020 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into this 19 day of September 2020, 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 County of Ramsey, acting by and through its governing body, the Commissioners of the County, hereinafter referred to as County, of 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 City of Maplewood \$10,229 from the JAG award for the JAG program: and

**WHEREAS**, the CITY agrees to provide the COUNTY \$63,825 from the JAG award for the Collaborative JAG Program: and

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

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

**Section 1.**

CITY agrees to pay COUNTY a total of \$63,825 of JAG funds.

**Section 2.**

COUNTY agrees to use \$63,825 for the Collaborative JAG Program until August 31, 2023.

**Section 3.**

CITY agrees to pay the City of Maplewood \$10,229 from this agreement.

**Section 4.**

The City of Maplewood agrees to use \$10,229 for the Collaborative JAG Program until August 31, 2023.

**Section 5.**

The City of Maplewood is not responsible for any of the JAG funding that is being paid to the COUNTY

**Section 6.**

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 7.**

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

**Section 8.**

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 9.**

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 10.**

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

**Section 11.**

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

COUNTY OF RAMSEY, MINNESOTA

\_\_\_\_\_  
Robert Thomasser, Assistant Chief of Police

\_\_\_\_\_  
Ramsey County Board Chair

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Assistant Ramsey County Attorney

CITY OF MAPLEWOOD

\_\_\_\_\_  
Michael Shortreed, Commander

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

\_\_\_\_\_  
Mayor

\*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).

*COUNTERPARTS: The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.*

*ELECTRONIC SIGNATURES: The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, "electronic signature" also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party's failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.*