

MEMORANDUM OF UNDERSTANDING  
FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)  
PROGRAM FY 2012 LOCAL SOLICITATION

THIS AGREEMENT is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the City of Coon Rapids, acting by and through its City Council, and Anoka County, all in the State of Minnesota witnesseth:

WHEREAS, the City of Coon Rapids has agreed to act as a fiscal agent on behalf of Anoka County; and

WHEREAS, Anoka County agrees to reallocate 10% of its JAG funding amount to the City of Coon Rapids for administrative costs in administering the JAG funding program; and

WHEREAS, Anoka County have submitted documentation to the City of Coon Rapids detailing how its JAG monies will be spent; and

WHEREAS, Minnesota Statute § 471.59, subd. 1 allows two or more governmental units, by agreement entered into by their governing bodies, to jointly or cooperatively exercise any power common to both contracting parties; and further it allows one party to act on behalf of other participating units of government; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of government 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, Anoka County agrees to reallocate to the City of Coon Rapids \$1059.00 of their \$10,593.00 JAG award to the City of Coon Rapids for the administration of this grant; and

WHEREAS, the city of Coon Rapids and Anoka County believes it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the city of Coon Rapids and Anoka County agree as follows:

Section 1.

Anoka County agrees to allocate \$1059.00 of their \$10,593.00 of their individual eligible allocation of JAG funds to the City of Coon Rapids for administrative costs.

Section 2.

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

Section 3.

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

Section 4.

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 5.

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

Section 6.

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.

Section 7.

This Memorandum of Understanding may be executed in counterparts as of the day first written above.

# City of Coon Rapids

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

CITY of Coon Rapids, Minnesota

\_\_\_\_\_  
Tim Howe, Mayor

ATTEST:

\_\_\_\_\_  
Mat Fulton, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
David Brodie, Acting City Attorney

# Anoka County

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

County of Anoka, Minnesota

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Rhonda Sivarajah, Chair, Anoka County Board Commissioners

County of Anoka, Minnesota

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Jerry Soma, County Administrator

APPROVED AS TO FORM:  
County of Anoka, Minnesota

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Assistant County Attorney