

JOINT POWERS AGREEMENT  
CITY OF DICKINSON AND STARK COUNTY

This Agreement is made and entered into this \_\_\_\_\_ day of March 2026, by and between the City of Dickinson, North Dakota (City), and Stark County, North Dakota (County). The parties agree:

1. The City is a municipal corporation established according to Title 40 of the North Dakota Century Code. The City is governed under the modern commission form of government and has adopted a home rule charter authorized by chapter 40-05.1 of the North Dakota Century Code. The home rule charter includes powers enumerated in N.D.C.C. § 40-05.1-06, including the power to levy and collect sales and use taxes.
2. The County is established under chapter 40-49 of the North Dakota Century Code and governed by a Board of County Commissioners.
3. This Agreement is entered into between the parties according to the provisions of Chapter 54-40.3 of the North Dakota Century Code for the cooperative or joint administration of any power or function that is authorized by law or assigned to one or either party.
4. The purpose of this Agreement is to provide for the financing of public safety infrastructure and operations, which shall include personnel, equipment, facilities, technology and capital improvements by levying an additional one-cent sales and use tax dedicated to this purpose, subject to approval by the voters of an amendment to the Dickinson Code of Ordinances enacting an additional one cent sales and use tax for this purpose.
5. The City and County agree that the City will dedicate 20% of the one-cent sales and use tax collected under the proposed amended Ordinance attached hereto as Exhibit A to the County for the sole purpose public safety infrastructure and operations, which shall include personnel, equipment, facilities, technology and capital improvements. The County will

ensure that the 20% of sales and use tax revenue shall only be used for the purposes stated in this Agreement. Any allocation of sale and use tax revenue by the County inconsistent with this Agreement shall result in termination of this Agreement. The County shall provide an annual report to the City during its annual budget review process identifying how the County intends to utilize its portion of the sales and use tax revenue. The County shall provide the City with any requested information regarding expenditure of the sales and use tax revenue to ensure compliance with the terms of this Agreement.

6. The City and County further agree that it is mutually beneficial to allocate the additional one percent sales and use tax to provide funding for public safety infrastructure and operations, which shall include personnel, equipment, facilities, technology and capital improvements.
7. The proposed Ordinance amendment shall be voted on at the regularly scheduled primary election on June 9, 2026, at which a ballot measure approving and dedicating an additional one cent sales and use tax for the purpose specified in this Agreement shall be subject to voter approval.
8. This Agreement shall remain in effect pending the election. If the voters approve a ballot measure amending the Dickinson Code of Ordinances and adopting the additional one cent sales and use tax for the purpose specified in this Agreement, the Agreement shall remain in effect until the later of the repeal of the ordinance which adopts the additional one cent sales and use tax, by the termination of this Agreement by the parties, or if the County obtains home rule status and collect a sales tax on its own. If the voters fail to approve the ballot measure, the Agreement shall terminate following certification of the election results.

9. The City and the County agree that the disbursement of sums from the City sales and use tax in accordance with the terms and provisions of this Joint Powers Agreement shall be made through the Office of the City Finance Director. Any payments made pursuant to this Agreement shall be dispersed to the County to be deposited in the County's General Fund. The City agrees to collect the additional one cent sales and use tax and will transfer 20% of revenues to the County on a quarterly basis.
10. The parties agree that each party is responsible and assumes liability for its own acts and those of its employees and agents. Nothing in this Agreement is intended to transfer any risk or alter, limit or otherwise modify the application of any governmental or other immunity or defense available to the parties or their officers, employees or agents. Any and all services or activities performed according to this Agreement shall be deemed for public and governmental purposes and the parties intend that all privileges, protections, defenses, immunities, and damage limitations afforded by law shall fully apply.
11. This Agreement constitutes the entire agreement between the parties. This Agreement may be modified only in writing in a document approved and executed by the parties.
12. This Agreement is effective upon approval of the parties' governing boards and execution by both parties.

**CITY OF DICKINSON:**

Attest: \_\_\_\_\_  
 Dustin Dassinger, City Administrator

\_\_\_\_\_  
 Scott Decker, President  
 Board of Dickinson City Commissioners

**STARK COUNTY:**

Attest: \_\_\_\_\_  
 Karen Richard, County Auditor

\_\_\_\_\_  
 Neal Messer, Chairman  
 Board of Stark County Commission