

	City of Sioux Falls Council/Minnehaha County Commission Joint Meeting
	Agenda
	Carnegie Town Hall, 235 West 10th Street
	MEETING OF Monday, December 20, 2010 at 5:00 PM

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF REGULAR AGENDA

HEARINGS AND RESOLUTIONS

1. A RESOLUTION APPROVING A FIRST AMENDED AND RESTATED JOINT COOPERATIVE AGREEMENT FOR COMMUNICATION SERVICES BETWEEN THE CITY OF SIOUX FALLS AND MINNEHAHA COUNTY, SOUTH DAKOTA, ALONG WITH AUTHORIZING THE MAYOR TO EXECUTE SUCH AGREEMENT AFTER IT IS RATIFIED BY THE COUNTY.

REPORT OF OFFICERS/BOARDS/COMMITTEES/TRANSFERS OF UNENCUMBERED APPROPRIATION BALANCES AMONG PROGRAMS WITHIN A DEPARTMENT OR ORGANIZATIONAL UNIT AS PROVIDED IN THE SIOUX FALLS CITY CHARTER SECTION 5.07 (d)

2. BRIEFING FROM CHRISTY NICOLAISEN, EXECUTIVE DIRECTOR OF THE MULTI-CULTURAL CENTER.

ADJOURNMENT

Agenda Item: Not Assigned

Item ID: 24613

The following document(s) are public records obtained from the City of Sioux Falls.

Notice of Hearing: \_\_\_\_\_  
Date of Hearing: \_\_\_\_\_  
Date Adopted: \_\_\_\_\_  
Date Published: \_\_\_\_\_  
Date Effective: \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING A FIRST AMENDED AND RESTATED JOINT COOPERATIVE AGREEMENT FOR COMMUNICATION SERVICES BETWEEN THE CITY OF SIOUX FALLS AND MINNEHAHA COUNTY, SOUTH DAKOTA, ALONG WITH AUTHORIZING THE MAYOR TO EXECUTE SUCH AGREEMENT AFTER IT IS RATIFIED BY THE COUNTY.

WHEREAS, the City of Sioux Falls (the "City") and Minnehaha County, SD (the "County") have entered into a joint cooperative agreement for communication services; and

WHEREAS, Metro Council has determined that the existing joint cooperative agreement entered into in 2007 should be revised;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF SIOUX FALLS, SD:

That the document attached to and made part of this resolution entitled First Amended and Restated Joint Cooperative Agreement for Communication Services, being a two-year agreement, is hereby approved.

That the Mayor is authorized to sign such agreement after it is ratified and executed by the County.

Because public safety is a paramount concern, pursuant to SDCL 9-19-13, this resolution shall become effective upon passage and publication.

Date adopted: \_\_\_\_\_.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

CITY USE ONLY		
Agreement No. _____	P.O. No. _____	Attorney _____
CIP No. _____	Project _____	Finance _____
Dept. No./MOU _____	Amount _____	City Engineer _____

**First Amended and Restated Joint Cooperative Agreement for Communication Services**

Agreement made effective January 1, 2011, between the City of Sioux Falls, SD (the "City"), and Minnehaha County, SD (the "County").

The parties agree as follows:

**Section One  
Statutory Authority**

**1.1. Authority.** This Agreement is made pursuant to the authority granted by SDCL 1-24 et.seq. and SDCL 34-45-3.

**Section Two  
Purpose of the Agreement**

**2.1. Purpose.** The parties recognize the need to consolidate all public safety communications within the County and City at one location to provide emergency and nonemergency communications services to the public. These services include, but are not limited to, the following:

- Dispatching ambulance services.
- Dispatching Emergency management.
- Emergency medical dispatch.
- City and County department dispatch.
- Emergency telephone answering.
- Dispatching law enforcement.
- Dispatching City and rural fire departments.
- 9-1-1 emergency services.
- Maintenance of records including, but not limited to, dispatch tapes, CAD records, emergency medical dispatch records, and other support functions as set forth in the operating policies and procedures of Metro Communications.
- Any other communications services compatible with the purposes of this Agreement.

### **Section Three Metro Management Council**

**3.1. Council Created.** The Metro Management Council (the "Metro Council"), as created by prior Agreements, is hereby continued.

**3.2. Membership.** The Metro Council shall consist of five members as follows:

- Two members of the Minnehaha County Board of Commissioners appointed by the Commission Chair.
- The Mayor of Sioux Falls.
- Two members of the Sioux Falls City Council appointed by the Mayor.

**3.3. Term.** The term of the members of the Metro Council shall be until their successors are elected or appointed.

**3.4. General Powers and Duties.** The Metro Council shall have the power to plan, prepare the budget, construct, supervise, direct, advise, and oversee the operation of Metro Communications. It shall make recommendations to the City and County regarding its budget. It shall advise of any significant problems that exist in the day-to-day operation of Metro Communications and shall make recommendations regarding appropriate remedial action that may require policy changes or modifications.

**3.5. Discretionary Powers.** It is the intent of the parties that the Metro Council be given broad discretion, to the extent permissible by City Charter and State law, to oversee and control the operations of Metro Communications, including final authority to appoint and remove the Director of Metro Communications, who shall for all purposes be deemed to be an employee at will of Metro Communications. The Director shall appoint the Operations Manager and Business Manager upon the advice and with the consent of the Metro Council. Metro Council shall approve operational policies governing the day-to-day operations of Metro Communications. Whenever final approval of the City and County is required by City Charter, State statute, or county ordinance, before Metro Council's action can become final, such final approval shall be first obtained. In such situations, City and County shall give great weight to policy and other recommendations of Metro Council.

**3.6. Meetings.** The Metro Council shall determine the number and frequency of its own meetings, but shall meet at least once every two months. Special meetings may be held pursuant to procedures established by the Metro Council.

### **Section Four Metro Communications Created**

**4.1. Metro Communications Created.** The agency known as Metro Communications Agency, as created by prior Agreements, hereinafter referred to as the "Agency," is hereby continued. It shall be deemed to be an agency of local government created by

virtue of joint cooperative agreement between the City and County as authorized by SDCL 1-24 et. seq and SDCL 34-45-3. It shall not be deemed to be a separate political subdivision. The Agency shall have its own standing separate and apart from the governmental organization of either the City or County. The Agency shall be headed by a Director of Communications. The Director of Communications and all of his staff shall be employees of the Agency. The Agency shall perform all of the duties enumerated herein and shall be responsible for providing public safety communication with the City and County.

**4.2. Duties Described.** The Agency shall, under the direction and supervision of the Metro Council, plan, organize, control, and manage all PSAP (Public Safety Answering Point) communications systems used by the parties. It shall provide physical maintenance of all electronic equipment used to transmit and receive public safety communications which is owned by, or under the control of, the Agency. The Agency shall prepare current and long-range plans for the efficient, cost-effective maintenance and replacement of electronic equipment.

**4.3. Budget Administration and Personnel Management.** The Agency shall perform its own budget administration and personnel management; but may contract for specialized functions that require outside assistance.

**4.4. Quality Assurance, Information Technology services, and Building Rental.** The Agency shall contract with Sioux Falls REMSA to provide external oversight of quality assurance for emergency medical dispatch. A copy of that agreement shall be attached to this Agreement as Exhibit A. The Agency may contract with the County to provide information technology services and support, and lease space in the County's Public Safety Building. All agreements for services required by this agreement must be approved by the Metro Council.

**4.5. Liability Insurance.** The Agency shall at all times maintain in full force and effect an errors and omissions (general liability) policy for all of its employees with coverage amounts that are equal to the highest limits maintained by either the City or County. Both the City and County shall be identified as additional named insureds under such policy. In addition, the Agency shall maintain property, casualty, and workers' compensation coverage in coverage amounts as determined by the Metro Council. Any such policies shall include provisions that they cannot be cancelled without 30 days' written notice to both City and County.

**4.6. Collective Bargaining.** Any collective bargaining dealing with employees of the Agency shall be handled by the agency, including negotiating. However, the negotiating team shall have representation from both City and County, as appointed by the Metro Council. Any collective bargaining agreement shall be effective only after ratification by the Metro Council.

**4.7. Legal Defenses.** This Agency shall have, to the extent allowed by law, the same immunities (including sovereign immunity) and other defenses to legal liability which may attach to either City or County entities.

## **Section Five User's Committee**

**5.1. Created.** There is hereby created a User's Committee composed of users of the Agency's services. The User's Committee shall meet periodically with the Director of Communications to provide input and address concerns regarding the operation of the Agency.

**5.2. Membership.** The User's Committee shall consist of the Sheriff of Minnehaha County, or his representative, who shall act as Chairman; the Sioux Falls Chief of Police, the Sioux Falls Fire and Rescue Chief, the Brandon Chief of Police, a representative from the City's licensed ground ambulance provider, a representative from the Minnehaha County Fire Chief's Association, a representative from the Minnehaha County Ambulance Association, a representative from the South Dakota Air National Guard Fire Department, the Minnehaha County Emergency Management Director, and the City Emergency Management Coordinator.

**5.3. Meetings.** Meetings shall be scheduled at least quarterly by the Chairman. Special meetings may be scheduled by the Chairman or by written request of at least three members. All meetings shall have an agenda.

**5.4. Chairman.** The Chairman of the User's Committee shall attend all Metro Council meetings as the official liaison from the User's Committee and shall have input regarding all actions of the Metro Council. The Chairman of the User's Committee shall be an ex-officio member of the Metro Council and shall attend all regular and executive sessions of Metro Council, but shall not vote on any matters requiring Council action.

**5.5. Minutes from User's Committee and Special Communications.** The minutes from each meeting of the User's Committee shall be provided to all members of the Metro Council. In addition, the User's Committee may forward written reports and concerns to the Metro Council if it shall deem it necessary.

## **Section Six Fiscal Operations**

**6.1. Fiscal Year, Budget.** The fiscal year is the calendar year. The Metro Council shall prepare an annual budget, which shall be submitted to the City and County no later than May 31 of each calendar year. The budget shall be approved by joint action of the City and County by October 1 of each calendar year. The budget shall include all costs necessary to carry out the functions of the Agency.

**6.2. Budget Supplement.** The budget may be supplemented by Metro Council only to the extent that there are cash reserves available within the Agency account.

**6.3. Budget Administration.** The Agency shall administer its own Budget.

**6.4. User Fee Revenue.** All fees received by the Metro Council from users of the Agency or any of its assets or resources shall be deposited with the Agency as part of its revenues. Enterprise activities managed by the Agency may include, but are not limited to, the following items:

- Management of law enforcement user's computer software including, but not limited to, the NCIC terminal and public safety CAD system.
- Manage telephone system for the Communications Center and other agencies as authorized by the Metro Council.
- Any other service performed for a fee by the Agency.

Revenues generated from the sale of any equipment or capital assets purchased or transferred into the Agency shall be deposited with the Agency.

**6.5. 9-1-1 Surcharge Revenue.** Revenues generated from emergency telephone service surcharges, as defined in SDCL Chapter 34-45, shall be deposited with the Agency as part of the its revenues.

**6.6. Split of Remaining Expenses.** If surcharge revenue and user fees are not sufficient to meet all budgeted expenses, the City will pay seventy-five percent (75%) of the remaining costs and the County will pay twenty-five percent (25%). City and County will monthly remit to Agency 1/12th of their annual share of Agency Budget.

**6.7. Cash Reserves.** The Agency may build cash reserves necessary to effectively plan for long-term capital outlay without the need for significant fluctuations in City and County annual share of Agency budget.

**6.8. Grants.** The Metro Council may apply for, receive, and expend grants of money from any local, state, or federal government and from any private individuals, foundation, or corporation.

**6.9. Acquisition of Capital Assets.** If capital assets/equipment are acquired for assets that are subject to State competitive bidding laws, the Director of Communications shall prepare appropriate bid specifications and bid evaluations on behalf of the Agency. Bid awards shall be approved by Metro Council.

**6.10. Taxing Authority.** The Agency shall have no independent taxing authority.

## **Section Seven Term/Termination**

**7.1. Term.** This Agreement shall terminate December 31, 2012. It shall automatically renew from year to year thereafter, subject to termination by either party as outlined below. In the event either party intends to terminate the Agreement at the end of a year, it shall give 180 days' notice of such intent to the other party.



**7.2. Termination.** This Agreement may terminate:

- One hundred and eighty (180) days after receipt of written notice of termination by one party to the other or,
- By the failure of either party to pay its proportionate share of operating expenses; if payment has not been made within thirty days after assessment, a notice of default *may* be sent to the nonpaying party. Termination will occur if payment is not received within 90 days of the date of the notice of default or,
- By entry into a new agreement between the parties superseding and terminating this Agreement.

### **Section Eight Disposition of Property on Termination**

**8.1. Disposition.** Upon termination of the Agency, all property listed on the inventory of the Agency shall be independently appraised to determine current value. Thereafter, in conformance with state law, the property may either be distributed in kind or liquidated and the proceeds thereof, together with any monies on hand, distributed to the City and the County in the same proportion as each party's total contributions for the prior three years of operation of the Agency shall bear to the total of all contributions by City and County for the same three years.

### **Section Nine General Conditions**

**9.1. Record Keeping and Audits.** Upon reasonable notice, each party may inspect and audit the Agency's operation, records, and maintenance and security of law enforcement data. The results of any audit shall be provided, upon request, to the governing bodies of the City and the County.

**9.2. Indemnification.** Through errors and omissions, negligence, or intentional acts, if either party to this Agreement causes damage or loss to any other party whether to files, programs, records, data, equipment, hardware or software, or otherwise, the party causing such damage shall indemnify the injured party and shall hold the injured party harmless for all such damages, costs, reasonable attorney's fees, and related expenses.

**9.3. Insurance.** The Agency will furnish the City and County with a Certificate of Insurance or insurance policy from an insurance carrier, including the required contractual endorsements. Such certificate or policy will be furnished annually and will provide that the policy cannot be canceled without 30 days notice to the City and County.

**9.4. Nondiscrimination.** All parties hereto shall fully comply with applicable federal, state, and City laws, including as relates to Metro Communications Chapter 21-1/2 of the Code and Ordinances of the City of Sioux Falls. It is declared to be discrimination

for the Agency, because of race, color, sex, creed, religion, ancestry, national origin, or disability, to fail or refuse to hire, to discharge an employee, or to accord adverse, unlawful, or unequal treatment to any person or employee with respect to application, hiring, training, apprenticeship, tenure, promotion, upgrading, compensation, layoff, discharge, or any term or condition of employment.

**Section Ten  
Termination of Existing Agreement**

**10.1. Agreement Terminated.** This Agreement is meant to supersede and replace all prior agreements by the parties relating to Metro Communications Agency.

IN WITNESS WHEREOF, the parties execute this Agreement on the day and year first above written.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CHAIR—MINNEHAHA BOARD  
OF COMMISSIONERS

ATTEST:

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
County Auditor

Agenda Item: Not Assigned  
Item ID: 24635

The following document(s) are public records obtained from the  
City of Sioux Falls.

Metro Communications Agency  
Joint Cooperative Agreement for Communications Services 1/1/2011 version  
As approved by MMC December 8, 2010

Synopsis of Changes (2007-2010 version to 2011-2012 version)

- 2.1 Purpose
  - Clarify purpose of “dispatching” of emergency management
  - Remove radio shop operations
- 3.5 Discretionary Powers
  - Remove requirement for MMC to approve termination of Director appointed staff
- 4.1 Metro Communications Created
  - Remove reference to MCA as an administrative agency
- 4.2 Duties Described
  - Clarify type of communications systems as PSAP related
- 4.3 Budget Administration and Personnel Management
  - Add language authorizing the agency to contract for specialized functions requiring outside assistance
- 4.4 QA, IT and Bldg Rental
  - Clarify contract with REMSA is for oversight of QA rather than QA itself
  - Change language to “may” vs. “shall” for contracting with the County for IT and Bldg Rental
  - Require MMC approval for all agreements required by the JCA
- 6.1 Fiscal Year, Budget
  - Increased budget submittal deadline from May 15 to May 31
  - Removed references to County provided services which ended when the agency became independent
- 6.2 Budget Supplement
  - Removed references to budget shortfalls and limited ability to supplement based only on available reserves
- 6.3 Budget Administration
  - Added section requiring the agency to administer its own budget
- 6.7 Cash Reserves (previously Annual Reconciliation)
  - Remove language for year-end reconciliation with City and County; replace instead with language allowing MCA to build cash reserves for long term capital outlay
- 6.9 Acquisition of Capital Assets
  - Add language requiring MCA to approve bid awards when required by state statute
- 7.1 Term
  - Initial term 01/01/2011-12/31/2012
  - Add provision for automatic annual renewal and guidelines for 180 days termination notice by either party

Agenda Item: Not Assigned  
Item ID: 24635

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City of Sioux Falls.

Agreement No. \_\_\_\_\_  
 Agreement Code \_\_\_\_\_  
 Purchase Order No. \_\_\_\_\_  
 Project Estimate \_\_\_\_\_  
 Dept. No. \_\_\_\_\_  
 CIP No. \_\_\_\_\_  
 City Dept. \_\_\_\_\_  
 Attorney's Office \_\_\_\_\_  
 Budgeting/Purchasing \_\_\_\_\_

## Joint Cooperative Agreement for Communication Services

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The parties agree as follows:

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**9.2. Indemnification.** Through errors and omissions, negligence, or intentional acts, if either party to this Agreement causes damage or loss to any other party whether to files, programs, records, data, equipment, hardware or software, or otherwise, the party causing such damage shall indemnify the injured party and shall hold the injured party

harmless for all such damages, costs, reasonable attorney's fees, and related expenses.

**9.3. Insurance.** The Agency will furnish the City and County with a Certificate of Insurance or insurance policy from an insurance carrier, including the required contractual endorsements. Such certificate or policy will be furnished annually and will provide that the policy cannot be canceled without 30 days notice to the City and County.

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**Section Ten  
Termination of Existing Agreement**

**10.1. Agreement Terminated.** This Agreement is meant to supersede and replace all prior agreements by the parties relating to Metro Communications Agency.

IN WITNESS WHEREOF, the parties execute this Agreement on the day and year first above written.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CHAIR—MINNEHAHA BOARD  
OF COMMISSIONERS

ATTEST:

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
County Auditor