

## **JOINT COOPERATIVE AGREEMENT FOR COUNTY/CITY ADMINISTRATIVE OFFICE BUILDING**

Agreement made April 6, 2010, between Brookings County, SD, a South Dakota County (the "County") and the City of Brookings, South Dakota a municipality under South Dakota law (the "City").

WHEREAS, County and City are in need of additional space for administrative offices; and

WHEREAS, the parties believe that combining their offices in a single building will enhance the ability of both to serve the public; and

WHEREAS, pursuant to the formal approval by the County on April 13, 2010 and the formal approval by the City on April 6, 2010, the officers of the respective entities are authorized to enter into this agreement:

NOW THEREFORE, the parties agree as follows:

### **Section One Statutory Authority**

This agreement is made pursuant to the authority granted by SDCL § 1-24-1 to 1-24-23, inclusive and 6-3-2.

### **Section Two Purpose of the Agreement and Use of the Building**

This agreement is intended to specify terms and conditions under which County and City will purchase land together and construct, equip and maintain an administrative building for the joint and common use of the County and City to house the County's Offices and the City's Administrative Offices. Further, it is the intent of both Parties that this Agreement may be amended and supplemented prior to the beginning of, or during the construction period.

### **Section Three Acquisition of Property**

County and City are negotiating the purchase of the properties as set forth in Exhibit "A" attached hereto and by this reference incorporated herein. County and City shall each be obligated to pay one-half of the costs of such property acquisition, including purchase prices, closing costs and demolition costs. Upon closing all of such properties shall be titled in the names of County and City jointly.

**Section Four**  
**Building Name and Use**

The name of the building shall be the BROOKINGS CITY/COUNTY ADMINISTRATION BUILDING. The building shall be used to house the administrative functions of the County and City and for such other purposes as the County and City deem appropriate.

**Section Five**  
**Estimated Cost and Financing**

The estimated cost of the joint building is not to exceed 12 Million Dollars which shall be born by each party as stated herein. It is anticipated that County has sufficient funds set aside to purchase said properties and pay for its share of the construction of the building by appropriation. It is anticipated that City will issue sales tax bonds and appropriate the bond proceeds to pay its share of the purchase of said properties and the construction of the building.

**Section Six**  
**Allocation of Construction Costs**

A) Each party shall pay for the general cost of constructing the joint administrative building an allocated share based upon their respective square footage of separate office area as it relates to the combined square footage of both separate office areas. The general cost of constructing the joint administrative building for the purposes of such payment allocation shall include the following:

1. All costs of architects, engineers and construction manager;
2. Site preparation and footings;
3. All exterior walls, windows and doors;
4. The roof and floor structure;
5. All heating and air conditioning systems;
6. All load-bearing walls;
7. Utility service (electrical, plumbing, telephone, security systems, and related wiring and lighting), excluding utility work in the separate areas of each party; and
8. All costs relating to common areas, including hallways, bathrooms, commission/council chambers and other combined meeting rooms.
9. Parking lots, exterior lighting, signage and landscaping.

B) Each party shall pay in full the costs of construction regarding each party's separate office area, including:

1. All utility service serving only each separate area;
2. All non-load bearing walls and similar dividers;
3. All finish work, trim, painting, carpeting, lighting and ceilings; and

4. All equipment.

C) Each party shall timely pay its respective share of the construction costs as they become due under the construction contracts.

### **Section Seven Design Approval**

The Joint Committee shall work with the architect to develop plans for the building layout, exterior, common areas, landscaping and parking lots. Such plans shall be submitted for approval to the County Commission and the City Council upon completion of the schematic design phase and upon completion of the design development phase. The County Commission shall have the sole and final approval of the design and interior finishing of the County's separate area and the City Council shall have the sole and final approval of the design and interior finishing of the City's separate area.

### **Section Eight Furniture, Fixtures and Equipment**

The City and County will each pay for their own furniture, fixtures and equipment necessary for their operations in the Building. Each Party shall pay for furniture, fixtures and equipment necessary for the joint areas and the general operation of the building based upon the same allocation as for construction costs under Section Six (A) above.

### **Section Nine Insurance**

Liability insurance shall be procured jointly, if necessary, by the County and the City to protect said governmental units from any and all claims for bodily injury, including death and property damage arising out of the use or operation of the facility. In addition, fire and extended coverage insurance in an amount not less than the cost of construction, shall be obtained by the County and the City, which will insure the owners of the building in case of fire, catastrophe, or other damage to the building, fixtures, and/or equipment contained in the facility. Each Party shall pay for the cost of such insurance based upon the same allocation as for construction costs under Section Six (A) above. Each Party shall pay for any insurance on its separately owned furniture, fixtures and equipment.

### **Section Ten Portion and Method of Allocating Expenses of Operation and Maintenance**

Each party shall pay for all costs of maintenance, repairs, utility and capital replacement for its separate areas. The costs of maintenance, repairs, utilities and capital replacement of the building exterior, roof, heating and air conditioning systems, grounds, parking lot and common areas shall be allocated between the Parties based upon the same allocation as for the construction costs under Section Six (A) above.

**Section Eleven**  
**Management of Common Areas**

The City Manager shall be responsible for the management and scheduling of jointly used areas of the building. The County Commission and the City Council shall always have priority as to the use of the Commission/Council Chambers. Any fees generated by the use of the common areas of the building shall be applied to the costs of maintenance and upkeep of such common areas.

**Section Twelve**  
**Personnel**

The City shall control the personnel and operations of its offices and the County shall control the personnel and operations of its offices; except as specifically agreed to within the terms of this Agreement or any other agreement between the Parties.

**Section Thirteen**  
**Building/Advisory Committee**

A building advisory committee, consisting of four (4) members, two (2) from the County and two (2) from the City, shall meet periodically as necessary for the purpose of discussing problems or difficulties during the planning, design and construction of the building; and the continued operation of the building and grounds. The City Manager and the County Commission Assistant shall be non-voting members of such committee. Such committee shall have general authority concerning the planning, design and construction of the building and the continued operation of the building, provided, however, that the following matters are subject to approval by both the County Commission and the City Council:

- Hiring architects and engineers;
- Approval of final design and plans;
- Bidding all contracts;
- All bonds and financing; and
- Annual operation budget.

In the event members of the Building/Advisory Committee are at an impasse by virtue of a tie vote on an issue they deem irreconcilable, the Committee agrees to submit the issue to a dispute resolution and mediation process.

**Section Fourteen**  
**Disposition of Revenue Derived from Building**

In the event that there exists any revenues derived from the operations of the building, the County and City shall retain such revenues as are attributable to the space under its control.

**Section Fifteen  
Termination**

This agreement shall continue until otherwise terminated by the parties by mutual agreement.

**Section Sixteen  
Partial Invalidity**

In any one or more of the provisions of this Agreement, or of any exhibit or attachment thereto, shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or of any exhibit or attachment thereto, but the Bond Resolution, and the exhibits and attachments thereto, shall be construed the same as if such invalid, illegal, or unenforceable provision had never been contained herein, or therein, as the case may be.

**Section Seventeen  
Agreement Open to Public Inspection/Publication of Proceedings**

This agreement shall be filed and copies hereof kept as an open record with the County Finance Officer and City Clerk and shall be open to public inspection. The publication and other procedures for Notice of Meetings, Meetings, including Agendas and Minutes of Meetings wherein Joint Cooperative Powers business is conducted shall conform to the respective procedures of the County of Brookings and City of Brookings.

**Section Eighteen  
Amendments**

This agreement may be amended and supplemented from time to time by the action of the governing bodies of the County and City. All amendments or supplements shall be filed in accordance with Section Seventeen.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.



Tim Reed, Mayor



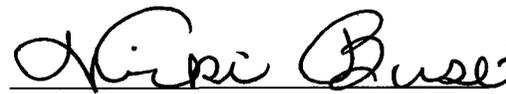
Dennis Falken, Chair, Brookings County Board of Commissioners





Shari Thornes, City Clerk

ATTEST:



Vicki Buseth, County Finance Officer

