

## **Resolution 21-112**

### **A Resolution Approving Amended and Restated Joint Cooperative Agreement for the Management of the Brookings City & County Government Center**

Be It Resolved by the City Council of the City of Brookings, South Dakota as follows:

Whereas, the City of Brookings and the County of Brookings are parties to a Joint Cooperative Agreement, dated April 6, 2010, and

Whereas, the City of Brookings and the County of Brookings now desire to amend the above-mentioned Joint Cooperative Agreement pursuant to an Amended and Restated Joint Cooperative Agreement for the Management of the Brookings City & County Government Center, a true copy of which is attached hereto, marked Exhibit "A",

Now, Therefore, It Is Hereby Resolved by the City Council of the City of Brookings, South Dakota, as follows:

- A. That the Amended and Restated Joint Cooperative Agreement for the Management of the Brookings City & County Government Center is approved; and
- B. That the Mayor and City Clerk are authorized to execute the Amended and Restated Joint Cooperative Agreement for the Management of the Brookings City & County Government Center on behalf of the City of Brookings.

Passed and approved on the 14<sup>th</sup> day of December, 2021.

CITY OF BROOKINGS

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Oepke G. Niemeyer, Mayor

ATTEST:

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Bonnie Foster, City Clerk

## Exhibit "A"

### **AMENDED AND RESTATED JOINT COOPERATIVE AGREEMENT FOR THE MANAGEMENT OF THE BROOKINGS CITY & COUNTY GOVERNMENT CENTER**

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This Amended and Restated Joint Cooperative Agreement for the management of the Brookings City & County Government Center is executed effective as of \_\_\_\_\_, 2021, by and between the County of Brookings, South Dakota (the "County") and the City of Brookings, South Dakota (the "City").

WHEREAS, the parties did enter into a Joint Agreement for the Brookings City & County Government Center effective as of the 13<sup>th</sup> day of April, 2010, and the parties now desire to amend and restate their Joint Agreement for the management of the Brookings City & County Government Center.

NOW, THEREFORE, the parties to the above-referenced Agreement hereby amend and restate their Agreement in the manner set forth below.

#### **Section One Statutory Authority/Joint Powers Agreement**

This agreement is an agreement for joint or cooperative action pursuant to SDCL Chapter 24, and does not constitute a separate administrative or legal entity pursuant to SDCL § 1-24-19.

#### **Section Two Purpose of this Agreement and Use of the Government Center Building**

This agreement is intended to set forth the terms and conditions under which the County and City will manage and maintain their government building for the joint and common use of the County and City to provide space for the County's administrative offices and the City's administrative offices. Further, it is the intent of both Parties that this Agreement may be further amended and supplemented as needed.

#### **Section Three Building Name**

The name of the building is the BROOKINGS CITY & COUNTY GOVERNMENT CENTER.

## **Section Four**

### **Government Center Advisory Committee**

The parties have established a Government Center Advisory Committee, consisting of four (4) members, with two (2) members designated by the County and two (2) members designated by the City. The Government Center Advisory Committee meets periodically as necessary for the purpose of discussing the operation of the building and grounds.

The representatives of the County shall consist of two County Commissioners, who shall be appointed by the County Commission.

The representatives of the City shall be employees of the City, appointed by the City Manager.

The Government Center Advisory Committee shall have general authority concerning the continued operation of the building, including the following:

1. Elect Chairperson and Vice Chairperson;
2. Approve the annual budget and budget amendments;
3. Review building security, safety issues and insurance coverage;
4. Review necessary building and utility repairs, maintenance and building improvements;
5. Review and update information technology ("IT") within the building;
6. Discuss landscaping, exterior maintenance and snow removal;
7. Consider capital improvements and equipment purchases as necessary;
8. Coordinate use of election facilities;
9. Update this Agreement as necessary; and
10. Special meetings may be called, as needed, by the Chairperson.

The following matters are subject to approval by both the County Commission and the City Council:

All contracts where competitive bidding is required;  
All bonds and financing; and  
The annual budget of the building maintenance, repairs and improvements.

In the event members of the Government Center 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 mutually acceptable dispute resolution and mediation process.

## **Section Five**

### **Allocation of Building Maintenance Costs**

A) Each party is paying an allocated share of the ongoing building-related costs based upon their respective square footage of separate office area as it relates to the

combined square footage of both separate office areas, with the County's share at Fifty-two percent (52%) and the City's share at Forty-eight percent (48%).

B) Each party shall timely pay its respective share of any building and capital improvement costs as they become due.

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

The City and County will each continue to 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 allocation of the County's share at Fifty-two percent (52%) and the City's share at Forty-eight percent (48%). The Government Center Advisory Committee may recommend to the City and County that furniture, fixtures and equipment deemed no longer necessary for the joint areas and general operation of the building be declared surplus. The City and County may then declare such property surplus, and can determine the method of disposal by the City and County.

### **Section Seven Insurance**

Liability insurance shall continue to be procured jointly by the County and the City to protect these governmental entities 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 estimated replacement cost of the building 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 allocation of County share of Fifty-two percent (52%) and the City share of Forty-eight percent (48%). Each Party shall pay for any insurance on its separately owned furniture, fixtures and equipment.

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

Each party shall pay for all costs of maintenance, repairs, utilities 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, audio and video equipment in joint-use spaces and common areas shall be allocated between the Parties based upon the allocation of the County's share at Fifty-two percent (52%) and the City's share at Forty-eight percent (48%). Based upon action taken in February, 2019, the City Manager and Commission Department Director have administrative authority to make individual purchases of up to \$5,000.

## **Section Nine Management of Common Areas**

Management and scheduling of the joint-use areas of the building shall follow the "Meeting Room & Common Space Usage Policy" (Exhibit "A", attached) as established by the Government Center Advisory Committee. 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 Ten 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. The County shall provide custodial/maintenance services for the building as needed throughout the normal workday hours and on an emergency basis. Wages for the county employee(s) shall be reimbursed to the County by the City quarterly and shall be based on the county employees' hourly wage, benefits and number of hours they are at the facility based upon the allocation of the County's share at Fifty-two percent (52%) and the City's share of Forty-eight percent (48%).

## **Section Eleven 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 Twelve Termination**

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

## **Section Thirteen Partial Invalidity**

If any one or more of the provisions of this Agreement shall be held to be unenforceable in any respect, by final decree of any court of lawful jurisdiction, such unenforceability shall not affect any other provision hereof, or of any exhibit or attachment thereto.

**Section Fourteen**  
**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 the business of the Government Center Advisory Committee is conducted shall conform to the respective procedures of the County of Brookings and City of Brookings.

**Section Fifteen**  
**Amendments**

This agreement may be amended and supplemented from time to time by the action of the governing bodies of the County and City. This agreement is intended to amend previous agreements, and to the extent such agreements are inconsistent with this agreement, they are hereby repealed. Therefore, all other agreements in conflict herewith are hereby repealed.

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

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Oepke G. Niemeyer, Mayor

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Larry Jensen, Chairperson, Brookings County  
Board of Commissioners

ATTEST:

ATTEST:

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Bonnie Foster, City Clerk

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Lori Schultz, County Finance Officer

**Exhibit "A"**  
**Joint Powers Board, City and County of Brookings**

Meeting Room & Common Space Usage Policy

- 1) Brookings County shall develop its own individual policy governing the use of Rooms 103, 221, 215, and 332. The City of Brookings shall develop its own individual policy governing the use of Rooms 147, 241, and 242.
- 2) Room 300 (Community Room), Room 310 (Chambers), Room 312 (Executive Session Room), Rooms 340/341 (Conference/Break Room), and the first and second floor common spaces (hallways) shall be available to any committee, advisory board, commission, task force, or council whose establishment has been duly affiliated with, created, or authorized by the governing board of either the City or County of Brookings. Scheduling must occur through the appropriate City or County procedure. It is understood most of these scheduling demands will be standing meetings of each entity.
- 3) Meeting rooms referenced in #2 shall be available to any entity that is non-profit and whose purpose and mission is governmental, civic, charitable, fraternal, or educational in nature. Meetings held by the governing board of the City and County as well as those groups listed in #2 shall have priority.
- 4) It is preferred that usage occur within regular business hours. Events held in these spaces shall not disrupt regular business. An effort will be made to hold events in the first and second floor common spaces after hours when possible. Any group, other than those listed in #2, using a space during non-work hours shall be communicated between the City and County in advance of the event.
- 5) Users not listed in #2 must schedule the spaces by contacting either the Commission Department Director's office or the City Manager's office.
- 6) Users must return the condition of the space to the way they found it. Users will be responsible for their own set-up arrangements of the room. Users are responsible for clean-up and will be billed for any special cleaning necessary or any damage that occurred. As long as garbage is bagged, bags may be left for building staff to dispose.
- 7) Tables, chairs, flags, a lectern, and a podium are available.
- 8) Electronic equipment such as recording, teleconferencing, audio/visual is available and will be billed at an hourly rate for technical assistance for the use of such equipment.
- 9) Alcohol and tobacco are not permitted in the building. Food and other beverages are permitted. (See #6)
- 10) Users are responsible for the supervision of children when using the rooms.

ADOPTED: Joint Powers Board, August 15, 2019