

# Agreement #18-84

## The East Central Regional Communication Council Joint Powers Agreement

Brookings County & City of Brookings

On this the 7<sup>th</sup> day of August, 2018; the following agreement, terms and conditions are entered upon.

### I. PARTIES TO AGREEMENT

The parties to this Agreement shall be:

- A. The County of Brookings, South Dakota, a political subdivision of the State of South Dakota, as created pursuant to the provisions of SDCL § 7-1-6, thereafter referred to as "the County"; and
- B. The City of Brookings, South Dakota, an incorporated municipality, as created pursuant to the general provisions of SDCL Title 9, hereafter referred to as "the City."

When the County and City are referred to collectively, the term "the Parties" shall be used.

### II. NAME OF ORGANIZATION

The name of the body created pursuant to this Agreement shall be known as: The East Central Regional Communication Council, hereafter referred to as, "the Council." The Council shall serve a geographical area which shall primarily be limited to the boundaries of Brookings County although it is recognized that the functions performed under this Agreement may, on occasion, extend beyond these boundaries and operate in other counties.

### III. STATUTORY AUTHORITY FOR AGREEMENT

The Parties hereto form the Council under the authority granted by SDCL § 1-24-2, et. seq., which allows powers, privileges or authority of a South Dakota state government agency as exercised or capable of being exercised, to be jointly exercised with another public agency, as the term "public agency" is defined in SDCL § 1-24-1, under such powers, privileges, or authority as allowed by law governing the Parties.

The Parties hereto recognize that the facilities and equipment made a part of this Agreement may, on occasion, be needed for emergency and disaster services as defined and set forth in SDCL § 34-48 and SDCL § 34-48A. When such facilities and equipment are required upon a Declaration of Emergency by the Governor of the State of South Dakota, as set forth in SDCL § 34-48A-5, the Parties hereto shall allow the facilities and equipment to be used for purposes to comply with a Declaration of Emergency.

### IV. SCOPE AND PURPOSES OF AGREEMENT

The Parties recognize the need to consolidate all public safety communications within Brookings County at one location in order to provide the most efficient method of dealing with the services to the public that are provided by each Party hereto. Public safety communications shall be considered to mean, but shall not be limited to, emergency telephone answering, dispatching law enforcement vehicles, alarm monitoring,

- b) The budget, as approved, shall be administered by the City. All additional expenses above the amount generated through the surcharge shall be split proportionately between the City and the County based upon call load, which is two-thirds (2/3) to be paid by the City and one-third (1/3) to be paid by the County.
- c) In the event capital assets/equipment must be acquired, the Police Chief shall prepare appropriate bid specifications and bid evaluations on behalf of both Parties. The bidding process shall be administered by the City or County on behalf of the E911 board. Bids shall be awarded at any monthly City or County meeting upon action of both the parties. Title to any such assets so acquired, or any asset acquired since December 31, 1993, shall be deemed to be owned by the City and County based upon the same proportion as referenced immediately above in section (b). Accordingly, title to Fixed Assets shall be owned (vested) as follows: two-thirds (2/3) to be owned by the City and one-third (1/3) to be owned by the County. Fixed assets shall be defined according to the County's policies. Any Fixed Asset in the possession of the County shall be recorded on the fixed asset list in the Brookings County Finance Office. Any Fixed Asset in the possession of the City shall be recorded on the fixed asset list in the City Finance Office. The Police Chief shall provide an annual statement of inventory adjustments (additions and/or deletions), with the assistance of the Brookings County Development Director, and at the end of each fiscal year shall provide a full inventory listing to both the Brookings County Finance Office and the Brookings City Finance Office. The Council shall review the Fixed Asset records annually and make any necessary adjustments or corrections.
- d) The Council will have the power to apply for, receive, and expend grants of money from any local, state or the federal government, and from any private foundation or corporation.
- e) In order to be prepared for emergency purchases, the Council shall maintain a minimum cash balance of \$30,000.00.

#### IX. TERM AND TERMINATION

This Agreement shall commence upon the date of signing and shall remain in full force and effect indefinitely, or until both Parties mutually agree otherwise by written agreement, or by terminating this Agreement as stated below.

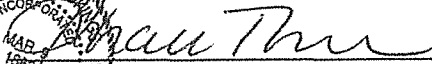
This Agreement will terminate:

- A. One hundred eighty (180) days following receipt of written notice of termination by one party to the other; or
- B. By the failure of either Party to pay its proportionate share of operating expenses to the Council. If payment has not been made within thirty (30) days after assessment, a notice of default may be sent to the non-paying Party. Termination will occur if payment is not received within ninety (90) days of the date of the notice of default.

APPROVED:  
BY CITY OF BROOKINGS

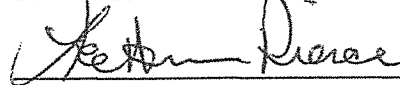


Keith Corbett, Mayor

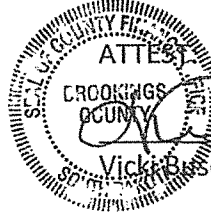


Sharon Hornes, City Clerk

APPROVED:  
BY BROOKINGS COUNTY



Lee Ann Pierce, Commission Chairperson



Vicki Buseth, County Finance Officer