

AGENDA

METRO MANAGEMENT COUNCIL

Special Meeting
July 7, 2023 9:30 am

Minnehaha County Administration Building
(held by teleconference pursuant to SDCL 1-25-1.5 and 1-25-1.6)
3rd Floor Minnehaha County Commission Meeting Room
415 N Dakota Ave

1. Determination of quorum and approval of Agenda
2. Public Input
3. Executive Session for the purposes of and as authorized by SDCL §1-25-2 (1), (3) and (4)
4. Approve agreement between the City of Sioux Falls and Metro Management Council for City of Sioux Falls personnel to receive training and provide dispatch related services at Metro Communications Agency from July 12, 2023 to December 31, 2023
5. Adjournment

2023 Upcoming Meeting Schedule:

August 16, 2023	3:30 P.M.	Minnehaha County Commission Meeting Rm
December 20, 2023	3:30 P.M.	Minnehaha County Commission Meeting Rm

Agenda meeting materials are available on our website at www.911metro.org

Live broadcast will *NOT* be available for this meeting – you may attend by GoToMeeting:

Metro Management Council Special Meeting (Teleconference) 7/7/23
Fri, July 7, 2023 9:30 AM - 10:30 AM (CDT)

Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/MetroCommunications/metromanagementcouncilspecialmeetingteleconference>

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**AGREEMENT
BETWEEN
CITY OF SIOUX FALLS
AND
METRO MANAGEMENT COUNCIL**

Effective July 12, 2023, between the City of Sioux Falls, South Dakota, a South Dakota home ruled chartered municipality, (the "City") and Metro Management Council (the "Metro Council").

WHEREAS, City is authorized by the terms and provisions of Section 3 of Article IX of the Constitution of South Dakota, SDCL § 34-45-3, and the Joint Exercise of Governmental Powers Act, SDCL § 1-24-1, *et seq.*, to enter into agreements to perform jointly any governmental power, privilege, or authority, either of them could do singularly;

WHEREAS, in 2007 the City and Minnehaha County, having common interests and responsibilities within Minnehaha County and the area in and around the City of Sioux Falls, entered into a Joint Cooperative Agreement for Communication Services;

WHEREAS, such joint cooperative agreement created a separate entity of local government named Metro Communications Agency pursuant to SDCL § 1-24-4(2);

WHEREAS, the Metro Communications Agency managed its own budget and personnel at the direction of the Metro Management Council;

WHEREAS, the joint cooperative agreement was revised as the First Amended and Restated Joint Cooperative Agreement for Communication Services (effective January 1, 2011);

WHEREAS, Metro Council has the power to plan, prepare, budget, construct, supervise, direct, advise, and oversee the operation of Metro Communications. Further, Metro Council is given broad discretion, to the extent permissible by City Charter and State law, to oversee and control the operations of Metro Communications. Metro Council shall approve operational policies governing the day-to-day operations of Metro Communications.

WHEREAS, Metro Communications strives to provide professional, competent, experienced and skilled emergency and nonemergency communications services to the public.

WHEREAS, Metro Communications needs to increase the professional staffing to reduce mandated overtime assignments and to assist with continuity of operations.

WHEREAS, City employees are able and willing to assist Metro Communications with providing exceptional, high quality service to the public.

NOW, THEREFORE, in consideration of the foregoing and the covenants contained herein, City and Metro Council hereby agree and covenant as follows:

Section One Purpose of the Agreement

- 1.1 Purpose.** The parties recognize the need for professional, competent, experienced and skilled emergency and nonemergency communication services to assist emergency services while serving the public.
- 1.2 Benefit.** The community is well-served when entities agree to assist each other and provide quality services.

Section Two Staffing

- 2.1 Quantity.** City agrees to assist Metro Communications Agency by authorizing City employees to assist with dispatch services to alleviate mandated overtime periods of current Metro Communications Agency employees due to a shortage of dispatchers within the community. These City employees will be selected on a voluntary basis and will be under the supervision and control of Metro Communications Agency for the time when they provide services to Metro Communications Agency. Any City employee rendering assistance pursuant to this Agreement shall be considered an agent of Metro Communications for tort liability, worker's compensation, and immunity purposes.
- 2.2 Training.** Metro Communications Agency agrees to train all City employees volunteering to assist Metro Communications so the employees can continue to provide excellent services to the public.
- 2.3 Expense.** Metro Communications Agency agrees that the services provided by City employees will be reimbursed at the full expense of Metro Communications Agency, including wages, salary, and employee benefits as applicable at the time of service to Metro Communications Agency. Metro Communications Agency will reimburse the City for all expenses related to City employees assisting Metro Communications.

Section Three Term

- 3.1 Term.** This agreement shall terminate December 31, 2023. In the event either party intends to terminate the Agreement prior to December 31, 2023, the party intending to terminate the Agreement shall provide 30 days' notice in writing to the other party.

Section Four General Conditions

- 4.1 Insurance.** Metro Council warrants that it shall at all times maintain in full force and effect an error and omissions (general liability) policy for all of its employees which shall inure to the benefit of the City employees who provide services to Metro Communications Agency pursuant to this Agreement. In addition, Metro Council shall maintain property, casualty, and workers' compensation coverage.

IN WITNESS WHEREOF, the parties hereto have set their hands this ____ day of _____, 2023.

Paul TenHaken, Mayor, City of Sioux Falls

Date

Paul TenHaken, Chairperson, Metro Council

Date

Attest: City Clerk