

Agreement No. _____
Purchase Order No. _____
Project Estimate _____
Dept. No. _____
City Dept. _____
Attorney's Office _____
Finance Dept. _____

**Joint Cooperative Agreement for County Involvement with Homeless
Advisory Board**

Agreement made March 21, 2006, 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 Chapter 1-24.

**Section Two
Purpose of the Agreement**

2.1. Purpose. The parties recognize the need for joint cooperative effort towards
alleviating homelessness in the greater Sioux Falls area and Minnehaha County.

**Section Three
Homeless Advisory Board**

3.1. Board Created. The City of Sioux Falls has previously, by Ordinance #86-
05, dated August 15, 2005, created a Homeless Advisory Board (hereafter
"Board").

3.2. Membership. The Board consists of ten (10) members as follows:

- A member of the Sioux Falls City Council, to be recommended by the
Mayor and approved by the Council;
- A member of the Minnehaha County Commission to be recommended
by the Commission Chair and approved by the Commission;
- Two members of the mayor's staff;
- A representative from the Homeless Coalition, to be selected by majority
vote during a regularly scheduled meeting of the Homeless Coalition;
- A representative (volunteer or staff) selected by the Sioux Empire United
Way Board of Directors;

- A citizen at large, selected by the Sioux Falls Ministerial Association;
 - A “consumer,” a person who presently or previously has been personally affected by homelessness, to be selected by the remaining members of the Board.
 - The Minnehaha County Director of Human Services or his designee;
- and
- A representative appointed by the Superintendent of the Sioux Falls School District.

The parties anticipate that Lincoln County may eventually become a party to this Agreement, and in that event will negotiate necessary changes hereto.

3.3. Term. The term of the members of Board shall be three (3) years, or until their successors are elected or appointed.

3.4. General Powers and Duties. The Board shall maintain records of its actions, elect officers from within its membership, and carry out generally those duties envisioned in the document entitled “Blueprint – Ten-Year Plan to End Homelessness in Sioux Falls,” created by a Blue Ribbon Task Force appointed by the Mayor of Sioux Falls in March 2004 for the purpose of developing a plan and action steps to address and eliminate the phenomenon of homelessness in the Sioux Empire Region.

3.5. Discretionary Powers. The Board may advise the City of Sioux Falls and Minnehaha County governing bodies regarding the homeless population within the greater Sioux Empire area. The Board may recommend policies for how best to meet the needs of the homeless population; and how best to alleviate the problem of homelessness in the region. The Board shall identify needs, set priorities, and recommend pro-active policies to city, state, county and federal officials, to the extent able to; as well as the faith-based and non-profit community, on how to alleviate and/or end chronic homelessness in the region. Additionally, it will communicate the immediate needs of the homeless population to public officials and work with area advocacy organizations to educate the general public and local leaders on homelessness-related issues and needs.

3.6. Meeting. The Board shall meet at least quarterly, with meetings to be called and arranged by the Chair.

Section Four Fiscal Operations

4.1. Fiscal Year, Budget. The fiscal year is the calendar year. The parties anticipate the Board will not need to expend budgeted funds from the City or County, but can utilize assets of the agencies participating in the Board to accomplish its mission.

4.2. Grants. The Board may apply for, receive, and expend grants of money from any local, state, or federal government and from any private individual, foundation, or corporation.

4.3 Taxing Authority. The Board shall not have taxing authority.

**Section Five
Term/Termination**

5.1. Term. This agreement shall terminate December 31, 2006, but shall be automatically renewed for one year on an annual basis, unless either party terminates it.

5.2. Termination. This agreement will terminate:
60 days after receipt of written notice of termination by one party to the other; or
By entry into a new agreement between the parties superseding and terminating this agreement.

**Section Six
General Conditions**

6.1. Indemnification. Through errors and omissions, negligence, or intentional acts, if either party to this agreement causes damage or loss to any other party, 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.

6.2. Nondiscrimination. All parties hereto shall full comply with applicable federal and state regulations; agreeing specifically not to discriminate against any person on account of race, handicap, color, sex, age, religion, or national origin.

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

CITY OF SIOUX FALLS

MINNEHAHA COUNTY

By: *Dave [Signature]*
Mayor

By: *Robert [Signature]*
Commission Chairman

ATTEST:

ATTEST:

Jennie D. [Signature]
City Clerk, Asst.

Candy Kinder [Signature]
Auditor

