

**2018 AGREEMENT FOR FURNISHING POLICE SERVICES AND PROTECTION  
BETWEEN LINCOLN COUNTY AND THE CITY OF HARRISBURG**

THIS AGREEMENT, to be made effective January 1, 2018, by and between LINCOLN COUNTY, SOUTH DAKOTA, hereinafter referred to as COUNTY, and the CITY OF HARRISBURG, SOUTH DAKOTA, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, the Governing body of the CITY has determined that police services and protection are needed in the CITY and has called upon the COUNTY to furnish to said CITY the actual cost for furnishing such services and protection;

NOW THEREFORE, in compliance with South Dakota Laws, particularly SDCL Chapter 1-24, the CITY and the COUNTY do hereby contract and agree with each other as follows:

1. The COUNTY agrees to furnish police services and protection in the CITY, including enforcement of City ordinances, and for such purpose, COUNTY shall furnish Sheriff's Deputies and items of law enforcement equipment necessary and incident to the furnishing of such services for a period of three (3) years, commencing January 1, 2018, and terminating on December 31, 2020, unless otherwise terminated as provided herein.

2. Either party hereto may cancel and terminate this Agreement for any reason by giving six (6) months written notice of intent to cancel, in which event this Agreement shall automatically terminate six (6) months after written notice has been given.

3. During the period of January 1, 2018, through December 31, 2020, the CITY agrees to pay to the COUNTY a total of \$272,412.92, such amount to be paid on a quarterly basis (\$68,103.23). Such total payment for the calendar year is comprised of the following components:

- a. \$228,176.78 (Base Fee), one-fourth of said sum (\$57,044.19) to be paid at the beginning of each quarter to the County Auditor;
- b. \$11,563.76 (Administrative Fee), one-fourth of said sum (\$2,890.94) to be paid at the beginning of each quarter to the County Auditor;
- c. \$12,172.38 (School Resource Officer Contribution), one fourth of said sum (\$3,043.09) to be paid at the beginning of each quarter.
- d. \$12,500 (One-half of vehicle purchase), one-fourth of said sum (3125.00) to be paid at the beginning of each quarter in 2018 only.
- e. Flex hours – Any hours above the standard 120 per week that are spent on high visibility patrols or special events shall be billed on a quarterly basis at the base rate of the current calendar year, and shall not exceed 200 hours per year.

4. The parties agree that the total annual payments for calendar years 2016 and 2017 are subject to adjustments as provided in Paragraph 5.

5. At any time after the signing of this Agreement, the COUNTY and the CITY may by amendment increase or decrease the total annual amount to be paid by the CITY for police services for

calendar years 2019 and 2020. The parties agree that unless mutually agreed to by the parties hereto, the total annual amount for services as provided herein for calendar year 2019 may not increase by more than 3% over the preceding year; further, the total amount for services as provided herein for calendar year 2020 may not increase by more than 3% over the preceding year. In the absence of such agreement or notice of cancellation of this Agreement as provided herein, the terms and conditions hereof shall continue on a year-to-year basis.

6. All law enforcement endowments or grants from private or public agencies received for personnel as a result of this Agreement will be accepted jointly and equally by the COUNTY and the CITY. All other grants or aid for equipment or other expenses will be accepted solely by the COUNTY.

7. All necessary equipment furnished by the COUNTY shall remain the sole property of the COUNTY pursuant to SDCL 1-24-5(2), other than as provided herein.

8. The CITY shall provide and maintain without charge adequate office space and parking facilities for use of the Sheriff's personnel providing general law enforcement services to the CITY and the COUNTY. The CITY further agrees that the Sheriff may also use these facilities as needed to provide law enforcement services to the surrounding areas. County agrees that it will maintain premises and liability insurance covering County's activities on the premises with a minimal coverage of not less than \$1,000,000.00 per each occurrence.

9. Said Sheriff Deputies shall be scheduled and assigned by the Sheriff such that one or another Deputy will be on duty in said CITY at least one hundred twenty (120) hours per week. The remainder of said Deputy Sheriffs' time shall be devoted to COUNTY law enforcement activities. The Sheriff shall make the assignment of his Deputies. The weekly scheduling of the assigned Deputies will be made with the advice of the Harrisburg Police Commissioner.

10. In making the scheduling and assignment of Sheriff Deputies pursuant to this Agreement, the Sheriff shall review and consider the needs, concerns, policies and guidelines of the CITY as expressed by the City Police Commissioner. The CITY shall review and update its needs and priorities as this Agreement continues in effect, and the Sheriff shall continue to review the CITY'S needs and priorities as they are presented to him, in order for him to adequately instruct his Deputies in the performance of their duties under this Agreement.

11. The parties hereto acknowledge that the Sheriff's Department will from time to time hire replacement officers to provide full-time services to the City of Harrisburg. The parties agree that the Sheriff and the Harrisburg Police Commissioner may jointly conduct and interview officers considered for hire whose primary duty will be to provide law enforcement and ordinance enforcement services to the City of Harrisburg. The parties further agree that all hiring decisions will be within the sole discretion of the Sheriff.

12. The parties further agree that the services provided by the School Liaison Officer will not be counted as base hours of law enforcement and or ordinance enforcement service under this Agreement.

13. Nothing herein shall restrict or limit the duties and obligations of the COUNTY and the County Sheriff pursuant to SDCL 7-12-1.

14. Citizen or City Council complaints, criticisms or concerns about the services provided pursuant to this Agreement shall be presented to the Sheriff for his consideration. If a citizen complaint is

not resolved to the satisfaction of the CITY at that level, the CITY and the Sheriff agree to meet to discuss and attempt to resolve the matter.

15. Police service in the CITY shall be rendered under the direction of and administered by the County Sheriff pursuant to SDCL 1-24-5(1), after careful consideration of the needs and desires of the CITY as expressed by the City Council of the CITY, by and through the duly appointed and acting Police Commissioner for the City of Harrisburg.

16. It is agreed that the Sheriff's Deputies assigned to the CITY will enforce all state statutes and City ordinances when the breach of such come to their attention. Enforcement and enforcement methodology of City ordinances will be with the advice and consent of the City Police Commissioner.

17. Animal Control expenses associated with services provided by the Sioux Falls Humane Society or similar entity will be the responsibility of the CITY. The Sheriff's office will be responsible for the enforcement of City ordinances dealing with animals and coordination with the Sioux Falls Humane Society.

18. COUNTY shall indemnify, defend and hold harmless the CITY from and against losses and physical damage to property and bodily injury or death to persons including payments made under worker's compensation law which may be caused by the performance of services by COUNTY pursuant to this agreement.

19. As part of the police service and protection herein provided, the County Sheriff shall quarterly, or as soon after the end of the quarter as is practicable, furnish the CITY with a summary report of the activities of the police in the CITY, including assigned hours of service provided by the Deputies, together with his comments and recommendations thereof.

20. This Agreement contains the entire agreement between the COUNTY and CITY with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between COUNTY and CITY.

IN WITNESS WHEREOF, the COUNTY and CITY have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, such Agreement to be made effective as of January 1, 2018.

ATTEST:

APPROVED:

\_\_\_\_\_  
Marlene Sweeter, Auditor

\_\_\_\_\_  
Chairman  
Lincoln County Commission

\_\_\_\_\_  
City Finance Officer

\_\_\_\_\_  
Mayor, City of Harrisburg

\_\_\_\_\_  
Sheriff, Lincoln County