AGREEMENT FOR GENERAL

LAW ENFORCEMENT SERVICES

This agreement entered into this 15th day of September 2026 by and between MINER COUNTY, hereafter referred to as the County, County Sheriff, hereafter referred to as the Sheriff, and the CITY OF HOWARD, hereafter referred to as the City.

STATEMENT OF AGREEMENT

The County and its Sheriff agree to provide general law enforcement services to the City, and the City agrees to engage the County through its Sheriff to provide such service in accordance with and subject to the terms of this agreement. The written terms and provisions of this contract shall supersede all prior verbal statements of any representative of the County, and such statements shall not be effective or be construed as entering into, forming a part of, or altering in any manner whatsoever, this contract or the contract documents.

LEGAL BASIS

This agreement is authorized by the provision of Chapter 1-24 of the State of South Dakota Complied Laws, 1967.

GENERAL LAW ENFORCEMENT SERVICES DEFINED

General law enforcement services consist of patrol and investigation and auxiliary and technical service now produced by the Sheriff's office in support of patrol and investigation. All references to general law enforcement services contained in this agreement are references only to services that shall be delivered under the terms of this agreement.

DELIVERY OF SERVICES

1. Service Area: The Sheriff shall provide general law enforcement services within the corporate limits of the City.
2. Enforcement Responsibilities: The Sheriff shall enforce State statutes, County ordinances, and ordinances and resolutions of the city.
    a) Daily patrol (day and night) of the city in an effort to deter criminal activity.
    b) Officers will periodically at night check the doors of business and public buildings after closing time as a security measure.
    c) The Sheriff, when his schedule of business permits, will patrol the streets adjacent to the school one-half hour prior to school's opening and one hour after school closing.
    d) The Sheriff and his deputies will investigate complaints and traffic accidents and will be responsible for the protection of life and property, prevention of crime,

and providing the public with courteous assistance when required, and the apprehension of criminals.

e) *Service of Municipal Documents.* The Sherriff shall serve, at no additional cost to the City, all nuisance notices, abatement orders, dangerous-building and condemnation notices, junk-vehicle removal notices, and other lawful municipal enforcement documents requested by the City and shall make informal contact with offenders at the direction of the mayor for the purpose of resolving problems without formal action where appropriate.

f) *Presence During Municipal Abatement and Property-Enforcement Activities.* Upon reasonable advance request by the City, the Sherriff shall have a deputy present when City employees or contractors - including seasonal or summer youth employees - are engaged in property inspections, cleanup, mowing, junk removal, boarding, or demolition/abatement activity undertaken to enforce a municipal nuisance, dangerous-building, or condemnation order, for the purpose of maintaining public order, deterring interference or a breach of the peace, and protecting the safety of City personnel on site. The City shall provide notice of the date, time and location of such activity to the Sherriff's designated coordinator at least [NUMBER] business days in advance, except in situations requiring more immediate attention. This obligation is subject to the availability of on-duty personnel and does not require the Sherriff to perform the abatement work itself.

3. Reporting: The Sheriff shall provide the City with a monthly report of activities generated as a result of this contract and annually an itemized cost summary. The Sherriff shall have a representative present at the regularly scheduled city meeting for supervising and responses to questions.
4. Service Management: The planning, organization, scheduling, direction, and supervision of the Sheriff's personnel and all other matters incident to the delivery of general law enforcement services to the City shall be determined by the Sheriff. The Sheriff shall retain exclusive authority over the activities of his personnel working in the City.
5. Responsiveness: The Sheriff shall give prompt consideration to all requests of the City regarding the delivery of general law enforcement services. The Sheriff shall make every effort to comply with these requests if they are consistent with good law enforcement practices.
6. Dispute Resolution: Any conflict between the parties regarding the extent or manner of performance of the general law enforcement services delivered to the City shall be resolves by binding arbitration or mediation, the decision of which shall be final, conclusive, and binding on both parties hereto. The cost of said arbitration or mediation shall be borne equally (50-50) by the parties hereto.
7. Coordination: The City and the Sheriff shall each designate a specific individual and alternatives to make or receive requests to confer upon matters concerning the delivery of general law enforcement services to the City.

RESOURCES

1. County Responsibilities: Except as otherwise stipulated, the County shall furnish all labor, equipment, facilities, and supplies required to provide general law enforcement services to the City.

LIABILITY

1. County: The County shall assume liability for, defend against, and secure the City from all costs or damages for injury to person or property caused by the negligence or intentional misconduct of the Sheriff's personnel in providing or failing to provide general law enforcement services to the City. The County agrees to provide liability insurance for the Sheriff and his personnel to cover the Sherriff and his personnel while in the performance of their duties covered under these contract terms.
2. City: The City shall assume liability for, defend against, and exempt the County from all costs or damages for injury to person or property caused by the City.

PERSONNEL

1. Employee Status: All persons employed by the Sheriff in providing general law enforcement services to the City shall be County officers or employees, and they shall not have any benefit, status or right of City employment.
2. Payment: The City shall not be liable for the direct payment of salaries, wages, or other compensation to County officer or employees providing general law enforcement services to the City.
3. Indemnity: The City shall not be liable for indemnity to any County officer or employee for injury or sickness arising out of this employment in providing general law enforcement services to the City.

FEES

1. Total Sum: The City shall pay the County the total sum of Ninety-Six Thousand dollars ($96,000.00) in twelve (12) equal monthly installments of Eight Thousand dollars ($8,000.00) for general law enforcement services delivered during the term of this agreement, each payment being due the 20th day of each month. The contract rate shall take effect January 1, 2027.
2. Delinquency: If the City does not make payment withing sixty days after the date due, the County may terminate this agreement. The City shall be liable for general law enforcement services rendered after the time of termination.

TERM

This agreement shall take effect on January 1, 2027, and shall continue through December 31, 2028, unless terminated as hereinafter provided.

RENEWAL

This contract shall not renew automatically for successive terms. This contract shall be negotiated on a two-year basis between the parties hereto. Furthermore, it shall be the duty of the City to produce a proposed contract to the Sheriff at least Ninety (90) days prior to the expiration of the current contract.

EXECUTION

Signatures: The parties hereto have executed this agreement the day and year first written above.

COUNTY OF MINER

ATTEST:

By:_____
Joe Bechen
Chairman, Board of County

Commissioners

_____
Rebecca Mommaerts, Miner County Auditor

Date:_____

MINER COUNTY SHERIFF

By:_____
Rob Eggert

Date:_____

CITY OF HOWARD

By:_____
Greg Vavra, Mayor

ATTEST:

_____
Kim Paradeis, Finance Officer

Date:_____