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**CITY OF NEW UNDERWOOD, SOUTH DAKOTA
COUNTY OF PENNINGTON, SOUTH DAKOTA
LAW ENFORCEMENT SERVICES AGREEMENT**

This Agreement, made and entered into by and between the City of New Underwood, New Underwood, South Dakota, hereinafter referred to as the "City", the County of Pennington, State of South Dakota, hereinafter referred to as the "County", and the Sheriff of Pennington County, hereinafter referred to as the "Sheriff", witnesseth:

WHEREAS, the City, County and Sheriff are desirous of arranging for the performance of law enforcement functions for the City of New Underwood, within its municipal boundaries by the County of Pennington under the supervision of the Sheriff, and to that purpose, enter the arrangements hereinafter set forth.

1. EFFECTIVE DATE

The effective date of this Agreement is January 1, 1999.

2. DEPARTMENT PERSONNEL AND ADMINISTRATION

Appointments of Deputies for the Department and any additional support deputies and the filling of vacancies and promotions for officers assigned to New Underwood shall be made by the Sheriff with the advice of the City Commission and approval of the County Commission as prescribed by SDCL 7-12-9 and 7-12-10. The Sheriff shall provide on-duty officer time in the New Underwood City limits and surrounding areas 30 hours per week. All other law enforcement needs will be handled by the Pennington County Sheriff's Office on an as needed basis.

All members of the department working at New Underwood will be governed under the same rules, standards and regulations that other deputies employed by the Pennington County Sheriff's Office are subject to.

The budgetary policy of the Department shall vest with the City Commission for the preparation of the budget the City is responsible for and with the County Commission for the preparation of the budget the County is responsible for.

The Sheriff shall be responsible for preparing and presenting budget information to the City Commission as requested.

The City of New Underwood shall pay 60% of the annual budget for contracted hours. The City of New Underwood shall prepay on a quarterly basis to Pennington County its cost of the law enforcement services.

The Sheriff shall be responsible for the performance by the department of its function in all ordinary and customary activities in the enforcement of the laws of the State of South Dakota and of the City of New Underwood. He shall keep or cause to be kept such records and reports concerning the activities of the department as may be required by statute or the City Commission. The Sheriff or his designee, shall schedule working hours for members of the department so as to provide law enforcement coverage for the City of New Underwood. The Sheriff may also make or prescribe such rules and regulations as he shall deem advisable for the conduct of the members' uniforms and equipment to be worn or carried, and all similar matters necessary or desirable for the efficiency of the department.

3. FACILITIES

It is agreed that the law enforcement department shall be located in the portion of the City building currently used as a police department and the City does hereby agree to the location of the department therein without compensation therefore in consideration of the mutual covenants made herein.

The City shall furnish at its own cost and expense the office space, existing furniture and furnishings, janitorial service, electricity, water and other utilities, and the necessary upkeep and maintenance on the structure.

All facilities shall be maintained in accordance with all Federal, State or other regulations pertaining thereto.

It is expressly understood that such quarters as are furnished by the City may be used by the Sheriff in connection with the performance of his duties in the County and outside the municipal boundaries of the City of New Underwood, provided that the performance of such duties shall not be at any additional cost to the City. No structural change to or within the office space provided by the City shall be made without the express written consent of the City.

4. EQUIPMENT

All uniforms and equipment used by the department shall be provided by the County.

5. JURISDICTION AND SCHEDULING OF SERVICES

It is the general intent of the parties hereto to provide the City with law enforcement protection as well as to provide the County additional law enforcement protection by having law enforcement personnel and equipment readily available to the County area adjacent to and surrounding the City of New Underwood. To that purpose, the exact scheduling shall be worked out by the Sheriff or his designee, with the advice of the City Commission, subject to the final determination resting with the Sheriff.

The services to be performed within the municipal boundaries of the City shall include but not limited to: traffic enforcement, preventative and investigative law enforcement, services in the field of public safety, and other related fields within the legal power of the Sheriff to provide.

It is further agreed that all violations of municipal ordinances of the City of New Underwood shall be handled in the appropriate Court and all fines received in connection therewith shall be paid to the City of New Underwood. Violations of State Laws shall be handled in the appropriate Court and all fines in connection therewith dispersed as by law provided.

6. PERIOD OF AGREEMENT AND TERMINATION

This Agreement shall become effective on the effective date upon its approval by the City Commission, City of New Underwood, South Dakota, the Board of County Commissioners, Pennington County, South Dakota, and the Sheriff of Pennington County and run to the end of each calendar year. **Renewal shall be automatic unless** either of the two governmental bodies or the Sheriff gives sixty (60) days written notice of intent to terminate or amend the agreement.

If the agreement shall terminate, the City and County shall each withdraw such equipment as has been contributed to the department and any and all equipment purchased by the City through the use of Federal or State grants and matching funds shall be and remain in the property of the City.

7. HOLD HARMLESS CLAUSE

Pennington County and the Sheriff agree to hold the City of New Underwood harmless from any liability rising out of the negligence or wrongful acts of the officers performing under the contracts. This Agreement shall include indemnifying the City for any judgments paid by it which result from the negligent or wrongful act of the officers subject to this Agreement. Furthermore, Pennington County will indemnify the City of New Underwood for the costs of defending an action which results in judgment being entered against the County so long as the County has reasonable notice of the proceedings.

For its part, the City of New Underwood agrees to assume responsibility for any and all wrongful acts of any person which might subject the City to separate liability. The City of New Underwood agrees to hold Pennington County harmless not only for the amount of any judgment entered against the County for the negligence or wrongful act of the City or someone acting on its behalf, but also agrees to indemnify the County for the cost of defending the action which resulted in the adverse judgment.

In witness whereof, the City of New Underwood, South Dakota, by duly adopted resolution of its governing body, has authorized this Agreement to be signed by its City Commission Chairman and attested by its Finance Officer; the County of Pennington, State of South Dakota, by motion of its County Commissioners, has directed its Chairperson to sign on behalf of said Board, on the day and year first written above.

CITY OF NEW UNDERWOOD

By *Small W Benson*
City Commission Chairman

ATTEST:

Barbara L. Nachtigal
Finance Officer
(SEAL)

COUNTY OF PENNINGTON, SOUTH DAKOTA

By *Frederic C. Coffey*
Chairman of County Commission

ATTEST:

Nancy J. Kuster, Deputy
Auditor
(SEAL)

SHERIFF OF PENNINGTON COUNTY

By *Don Holloway*
Don Holloway, Sheriff