



# Pennington County Sheriff's Office

04-003  
Ongoing  
with 60 day  
termination

Don Holloway  
Sheriff

300 Kansas City Street Rapid City, SD 57701-2889  
Ph. 605-394-6113  
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RECEIVED

JAN 06 2004

PENNINGTON CO. AUDITOR

January 5, 2004

COPY

Keystone City Council  
City of Keystone  
Box 689  
Keystone, SD 57751

Re: Law Enforcement Agreement between the City of Keystone and Pennington County

Dear Board:

Enclosed please find a signed copy of the Law Enforcement Agreement between the City of Keystone and Pennington County.

If you have any questions regarding this agreement, please feel free to contact me at any time.

Sincerely,

Don Holloway  
Sheriff

DH/bls

Enclosures

Cc: Captain Bill Armstrong  
Lieutenant Jay Evenson  
Pennington County Auditor (*original to be filed*)

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

This Agreement, made and entered into by and between the City of Keystone, Keystone, 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 Keystone, 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, 2004.

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 Keystone 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 Keystone City limits and surrounding areas 40 hours per week and an additional 40 hours from two weeks after Memorial Day to two weeks before Labor Day. 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 Keystone will be governed under the same rules, standards and regulations that other deputies employed by the Pennington County Sheriff's Office are subject to. One Deputy Sheriff will live in or adjacent to the City of Keystone. This provision may be waived at the direction of the City Council and is subject to periodic review.

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 Keystone shall pay 60% of the annual budget. The City of Keystone shall prepay on a quarterly basis to Pennington County its cost of the department.

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 Keystone. 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 all members of the department so as to provide law enforcement coverage for the City of Keystone. 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, furniture and furnishings, office equipment, 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 Keystone, 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 Keystone. 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.

Recognizing the need for consistence in staffing for the summer months, the Sheriff will attempt to schedule the same deputies to Keystone for the summer period. The Sheriff will provide a tentative schedule for summer coverage (two weeks after Memorial Day to two weeks before Labor Day) for review by the City Council by the April Board meeting. A final schedule will be presented at the May Board meeting.<sup>1</sup>

In addition to the contracted hours, one shift per day will be added for special events. These would include July 4<sup>th</sup> and Sturgis Rally week (second week of August). This could include other special events which are not listed above that come up unexpectedly and would require more than normal law enforcement.

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<sup>1</sup> Amended 9/9/96

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 Keystone shall be handled in the appropriate Court and all fines received in connection therewith shall be paid to the City of Keystone. 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 Keystone, South Dakota, the Board of County Commissioners, Pennington County, South Dakota, and the Sheriff of Pennington County. 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 Keystone 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 Keystone 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 Keystone agrees to assume responsibility for any and all wrongful acts of any person which might subject the City to separate liability. The City of Keystone 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 Keystone, 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 KEYSTONE**

By Jenny Schroeder  
City Commission Chairman

ATTEST:

Vernon J. [Signature]  
Finance Officer  
(SEAL)

**COUNTY OF PENNINGTON, SOUTH DAKOTA**

By [Signature]  
Chairman of County Commission

ATTEST:

Victoria M. Wolf / Deputy  
Auditor  
(SEAL)

**SHERIFF OF PENNINGTON COUNTY**

By [Signature]  
Don Holloway, Sheriff