

**AGREEMENT FOR FURNISHING POLICE SERVICES
BETWEEN MINNEHAHA COUNTY AND THE CITY OF DELL RAPIDS**

THIS AGREEMENT entered into on the 1st day of January, 2021, by and between MINNEHAHA COUNTY, SOUTH DAKOTA, hereinafter referred to as COUNTY, and CITY OF DELL RAPIDS, SOUTH DAKOTA, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, the Governing body of the CITY have determined that police services and protection are needed in the CITY and have called upon the COUNTY to furnish an estimate of the actual cost to said CITY for furnishing such services and protection, which estimate has been furnished and approved by the CITY;

NOW THEREFORE, in consideration of the terms and conditions as set forth herein, and in compliance with South Dakota Codified Laws, particularly SDCL Ch. 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 and for such purpose shall furnish Sheriff Deputies and law enforcement equipment incident to the furnishing of such services in a quantity deemed necessary by the COUNTY for the term of January 1, 2021, through December 31, 2021.

2. All necessary equipment furnished by the COUNTY shall remain the sole property of the COUNTY pursuant to SDCL § 1-24-5 (2).

3. The COUNTY agrees that a Deputy Sheriff will be on duty in the CITY at least One Hundred Fifty-Four (154) hours per week. The remainder of said Deputy Sheriff's time shall be devoted to COUNTY law enforcement activities. The COUNTY has sole discretion on the selection of an assigned Deputy Sheriff. The Sheriff shall make the assignment of his Deputies on behalf of the COUNTY.

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

5. Police service in the CITY shall be rendered under the directions 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. A Sheriff Deputy engaged in police service and protection in the CITY under this Agreement shall be deemed a County employee.

6. It is agreed that the Sheriff Deputies assigned to the CITY will enforce all State Statutes and CITY Municipal Ordinances subject to the discretion of the Sheriff Deputy.

7. During the period of January 1, 2021 thru December 31, 2021, the CITY agrees to pay the COUNTY the sum of Two Hundred Ninety-One Thousand, Eight Hundred Ninety-One Dollars and Sixty Cents (\$291,891.60), less a Ten Thousand Dollar (\$10,000.00) credit for use of the Dell Rapids Police Department office, with one-fourth of said sum to be paid at the beginning of each quarter to the County Auditor, to wit: On or before January 1, April 1, July 1, and October 1.

8. All law enforcement endowments or grants from private or public agencies received for personnel as a result of this agreement will be accepted and distributed 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.

9. At any time after the signing of this Agreement, the COUNTY and the CITY may by written amendment increase or decrease the amount to be paid by the CITY for police service and protection.

10. Either party hereto may cancel and terminate this Agreement at the end of any calendar year, provided notice of such intention to so terminate and cancel the Agreement shall be given not later than November 1, 2021, otherwise, it shall automatically renew for 2022 at a cost to be determined by the COUNTY.

11. As part of the police service and protection herein provided, the County Sheriff shall annually, and as soon after the end of the calendar year as practicable, furnish the CITY with a summary report of the activities of the police in the CITY, together with his comments and recommendations thereof. More frequent reports may, in the discretion of the Sheriff, be made where deemed advisable by the County Sheriff or requested by the CITY.

12. In making the scheduling and assignment of a Sheriff Deputy per paragraph 3, herein, the Sheriff shall review and consider the needs, concerns, policies and guidelines of the CITY as expressed by the City Council and Public Safety Committee of the City Council. 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 a Deputy in the performance of the duties under this Agreement.

13. Time is of the essence of this Agreement.

IN WITNESS WHEREOF the COUNTY and the CITY have hereunto set their names and the signatures of their proper officers duly authorized by resolutions spread upon the minutes of the County Commission of MINNEHAHA COUNTY and upon the minutes of the Governing Body of the CITY OF DELL RAPIDS, respectively, on the day and year first above written.

CITY OF DELL RAPIDS, SD

APPROVED:

Mayor, City of Dell Rapids

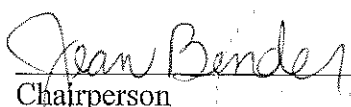
City Finance Officer

COUNTY OF MINNEHAHA, SD

APPROVED:

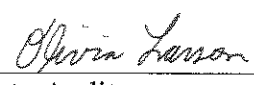


Minnehaha County Sheriff



Chairperson
Minnehaha County Commission

ATTEST: Bob Litz, Auditor



Deputy Auditor