

AGREEMENT FOR GENERAL LAW ENFORCEMENT SERVICE

**By and between
Kingsbury County, South Dakota
Kingsbury County Sheriff
Oldham, South Dakota**

This Agreement for General Law Enforcement Services (also referred to hereinafter as Agreement) is entered into this 1 day of September, 2026, by and between Kingsbury County, South Dakota, hereinafter referred to as the County; the Kingsbury County Sheriff, hereinafter referred to as the Sheriff; and the City of Oldham, South Dakota, hereinafter referred to as the City.

1. 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 Agreement shall supersede all prior verbal statements of any representative of the City or 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 Agreement or the Agreement documents.

2. LEGAL BASIS

This Agreement is authorized by the provisions of Chapter 1-24 of the State of South Dakota Codified Laws, 1967.

3. GENERAL LAW ENFORCEMENT SERVICES DEFINED

General law enforcement services consist of patrol and investigation and all auxiliary and technical service now produced by the Sheriff's Department 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. General law enforcement services shall include but not be limited to the following to wit:

- i. Observations, investigations, and enforcement of City Ordinances and Resolution;
- ii. Services of process including complaints, tickets, warrants, and related documents;
- iii. Enforcement of numerous actions initiated by the City;
- iv. Accident investigation;
- v. Enforcement and investigation of all State Statutes, City Ordinances, and

4.8 Dispute Resolution: Any conflict between parties regarding the extent or manner of performance of the general law enforcement services delivered to the City shall be resolved by the Sheriff, if the dispute cannot be resolved by the Sheriff a review by the Advisory Board may be requested.

4.9 Coordination: The City and the Sheriff shall each designate a specific individual and or alternate individuals to make or receive requests and to confer with upon matters concerning the delivery of general law enforcement services to the City.

5. RESOURCES

5.1 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. The Sheriff's Department shall be responsible for repairs and maintenance of all vehicles and equipment utilized by the Sheriff's Department in performance of the services required under the terms of this Agreement.

5.2 Individual Ownership: All property contributed to and payments made by the City to the County shall remain the sole and exclusive property of the County.

5.3 Personal. All personnel providing law enforcement shall meet all requirements for service as a law enforcement officer of the State, County, and municipality and are fully licensed with the State of South Dakota.

6. LIABILITY

6.1 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.

6.2 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 however City shall not be responsible in any manner for the Sheriff's personnel negligence or intentional misconduct in providing law enforcement services to the City.

7. PERSONNEL

7.1 Employee Status: All persons employed by the Sheriff in providing general law enforcement services to the City shall be County officers or employees, and

- 2) Department operating policies and procedures.
- 3) Budget review.
- 4) Establishing law enforcement priorities.
- 5) Levels of service to participating municipalities.

In addition, the Board will provide a forum for the discussion of this program and for identifying, discussing and resolving problems and disputes.

9. FEES

9.1 Total Sum: The City shall pay the County the sum of Four Hundred Ninety-Five and 00/100 Dollars (**\$495.00**) per month during the term of this Agreement for general law enforcement services delivered during the terms of this Agreement. The hourly rate is **\$33.00** per hour.

9.2 Computation: This total sum shall not include expenses attributable to the services or facilities normally provided to all cities within the County as part of enforcement duties and functions customarily performed by the Sheriff under the charter of the County and the statutes of this State.

9.3 Adjustment: For Agreement renewal the County may adjust the total sum in accordance with changes in the costs of providing general law enforcement services. The County shall notify the City in writing of each adjustment. The adjusted rate shall become effective on the first (1st) day of the next calendar year following the date of notice.

9.4 Billing and Payment: The County shall periodically bill the City for all general law enforcement services provided during that month. The City shall pay for these services within thirty (30) days after the date of the County's billing.

9.5 Delinquency: If the City does not make payment within thirty (30) days after the date due, the County may terminate this Agreement.

10. TERM

This Agreement shall take effect on September 1, 2026, and continue through March 1, 2027.

11. NON-ACCESSIBILITY HOLD HARMLESS

The services of the County to be performed hereunder, shall not be assigned, sublet, or transferred to any other corporation or organization without written approval of the City.

12. EXECUTION

Signatures: The parties hereto have executed this Agreement the day and year first

**Kingsbury County Board of County
Commissioners**

By: Kyle Lee
Its: Chairman

ATTEST:

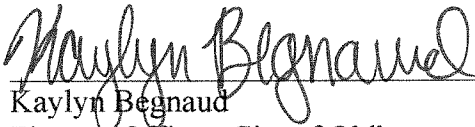
Echo Steffensen
Kingsbury County Auditor
(SEAL)

City of Oldham



By: Terry Stapleton
Its: President

ATTEST:



Kaylyn Begnaud
Finance Officer, City of Oldham
(SEAL)

Steven A. Strande
Kingsbury County Sheriff