

## **CHAPTER 1-6 CONTRACT LAW**

### **1-6-1 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 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.

### **1-6-2 LEGAL BASIS**

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

### **1-6-3 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.

### **1-6-4 DELIVERY OF SERVICES**

The Sheriff shall enforce State statutes, County ordinances, and all ordinances of the city. The Sheriff shall provide a daily patrol (day and night) of the City in an effort to deter criminal activity. Officers will periodically at night check the doors of businesses and public buildings after closing time as a security measure. The Sheriff, when his schedule of business permits, will patrol the streets adjacent to the school one-half hour prior to schools opening and one hour after school closing. 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. The Sheriff shall not be required to assume any other enforcement duty or function not consistent with those customarily performed by the Sheriff under the charter of the County and the statutes of this State.

### **1-6-5 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 resolved 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.

### **1-6-6 RESOURCES**

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

1-6-7 **LIABILITY**

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. 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.

1-6-8 **RENEWAL AND TERMINATION**

This contract shall not renew automatically for successive terms. This contract shall be negotiated on a three 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.