

# A Guide To Cooperative Law Enforcement



NCJ #75651

75651



**Department of Public Safety**

OFFICE OF THE SECRETARY  
118 West Capitol Avenue - Pierre, South Dakota 57501

December 22, 1980

**Fellow South Dakotans:**

Citizen demands for reduced size and increased accountability at all levels of government is forcing elected officials to examine different and cost-effective ways of providing services. One of these methods involves cooperative agreements between two or more units of government.

In cooperative law enforcement programs, units of government form an association for the joint delivery of a law enforcement service or services. This cooperation can range from relatively simple efforts, such as sharing dispatch services, to the complete assumption of general law enforcement responsibilities by another unit of government. In many cases, such arrangements can reduce costs or greatly improve services. A single law enforcement agency formed by the merger of two or more smaller agencies can often provide 24-hour police protection, highly trained personnel and specialized services that were previously non-existent.

This guide does not advocate cooperative law enforcement programs for all jurisdictions. Rather, it provides a general overview of the types of arrangements that are possible and a suggested mechanism for exploring this concept.

Sincerely,

*James K. Mcatee*

JAMES K. MCATEE  
Secretary

JKM:tmg

Prepared by  
**THE SOUTH DAKOTA STATE  
CRIMINAL JUSTICE COMMISSION**

and  
**THE SOUTH DAKOTA  
DIVISION OF LAW ENFORCEMENT ASSISTANCE**

222 West Pleasant Drive  
Pierre, S.D. 57501  
(605) 773-3665

**Elliott M. Nelson, Director**

Rod Anderson ..... Program Administrator  
Dan Miller ..... Fiscal Officer  
Mike Hillman\* ..... Evaluation Specialist  
Jerry Wattier ..... Policy Analyst  
Dave Peterson\* ..... Policy Analyst  
Curt Volk ..... Evaluation Specialist  
Mary Ness ..... Secretary  
Leona Roesler ..... Accounting Clerk

**\* Authors of this report**

This project was supported by grant number 80-FG-AX-0046 awarded by the Department of Justice, Law Enforcement Assistance Administration under the Omnibus Crime Control and Safe Streets Act of 1968, as amended and subgrants numbered 9-06-02-001 and 0-05-01-001 awarded by the South Dakota State Criminal Justice Commission through the Law Enforcement Assistance Administration. Points of view or opinions stated in this report are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Justice.

NCJRE

FEB 23 1981

ACQUISITION

### Acknowledgements

The completion of this document required the assistance and cooperation of numerous individuals and law enforcement agencies throughout South Dakota. A special thanks goes to those local officials who provided valuable information for this report.

The members of the South Dakota Criminal Justice Commission's Evaluation Subcommittee, Mark Geddes, Gary Wright, Sister Ann Kessler, Judge Thomas Anderst and Donald Gellhaus, provided direction and technical expertise throughout development of the document.

Also, the District Criminal Justice Commissions reviewed the draft document and contributed useful information regarding local cooperative programs.

Although the entire staff of the Division of Law Enforcement Assistance made significant contributions, special thanks are due to Mary Ness for her patient understanding while preparing the document for final publication.

# A GUIDE TO COOPERATIVE LAW ENFORCEMENT

## PART I

### Introduction

The concept of cooperative law enforcement, including combining departments or contracting for required services, has received serious consideration in many communities throughout South Dakota. This interest is due to **increased demands for services, rising costs in providing quality law enforcement protection, and the difficulty of small communities in retaining trained and experienced law enforcement officers.**

The purpose behind a cooperative effort, either by combining or contracting, is to provide efficient law enforcement services in the most cost effective manner. Because of the rural nature of South Dakota, resources are not always available in individual communities to provide adequate patrol or specialized police services. In most communities, cooperative law enforcement has occurred in order to provide more effective and efficient law enforcement. The National Advisory Commission on Criminal Justice Standards and Goals recommends that police agencies with fewer than 10 sworn officers consolidate.

### Definitions

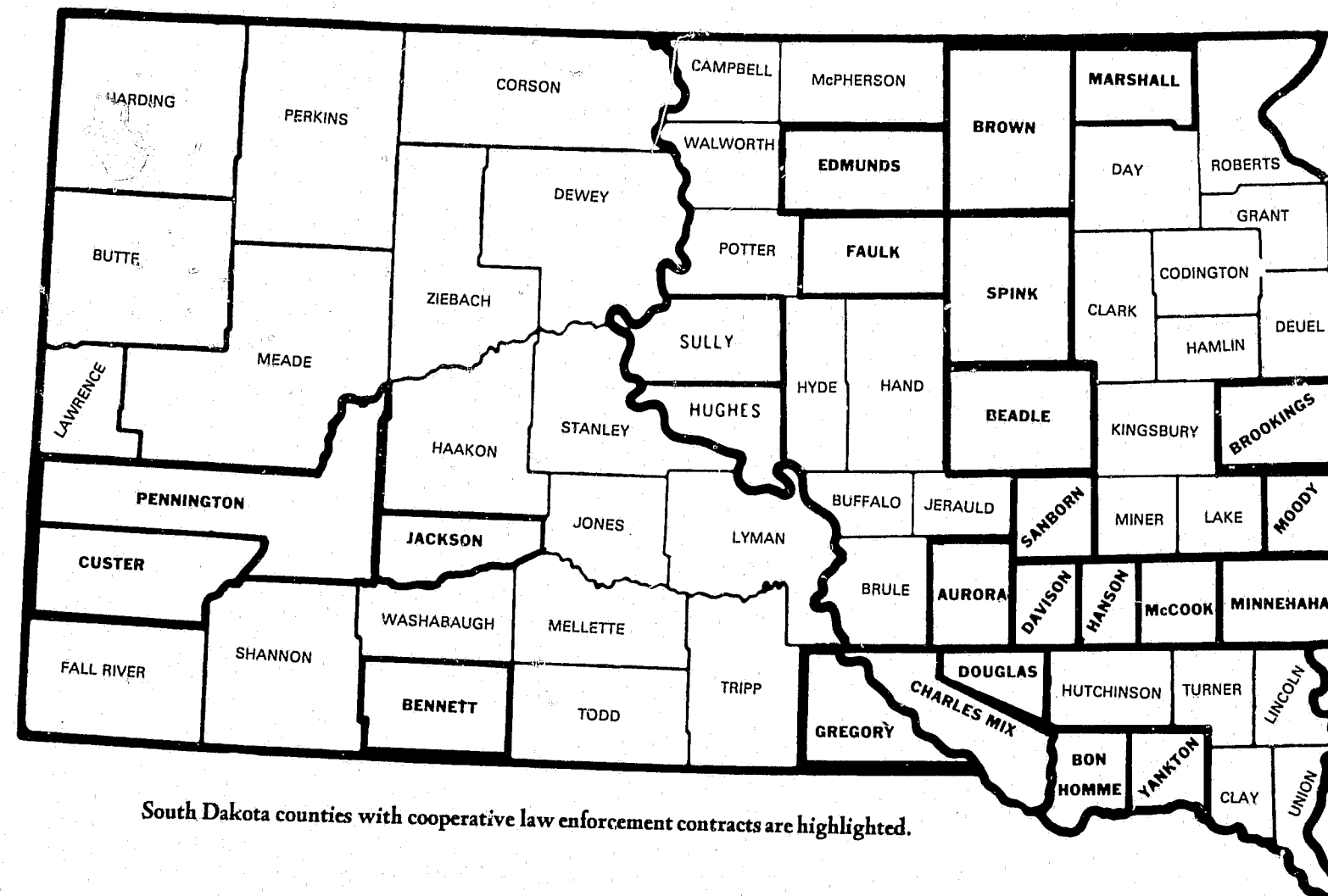
There are many ways that cooperative law enforcement can work. The following are examples of the more common types of cooperative police efforts.

- (1) **CONTRACT LAW** is a voluntary, formal and legally binding agreement that involves a fee for services and does not alter existing fundamental government powers and responsibilities. The usual situation involves a county (provider government) providing services through the sheriff's office (producer agency) to a city (recipient government). Usually, under a contract program, the government purchasing the services receives all, or nearly all, of its law enforcement services from the producer agency. It is possible, however, to contract for limited services.

Other types of service contracts include: (a) **Patrol Services** — a specified level of patrol is purchased. It may be limited to a few hours during selected time periods, to special events, or to specialized services. (b) **Resident Deputy** — An arrangement whereby one or more officers reside in or near the community and provide patrol and other law enforcement services. This type of arrangement is especially popular in rural areas where citizens can identify with an officer as being "their officer." (c) **Shared Patrol Services** — This occurs when two or more contract areas, such as two small cities, share a patrol unit. (d) **Mixed Delivery** — When a unit of government purchases specialized law enforcement services such as increased traffic control or a juvenile officer in addition to general law enforcement services. (e) **Selective Service Contract** — Allows law enforcement agencies to purchase services to supplement existing programs. For example, services such as dispatching, training, records and detention can be provided, as well as help in specialized investigations when the need arises.

- (2) **INFORMAL ARRANGEMENTS** can exist between localities to collectively perform a task that would be mutually beneficial. Such an arrangement is usually an unwritten agreement. For example, a law enforcement agency may have lie detector expertise that is used by another agency when the need arises. Agencies may monitor each other's radio frequencies and provide backup when needed.
- (3) **SHARING** may exist between agencies such as communication centers or systems to perform a law enforcement service.
- (4) **POOLING** involves combining of resources, usually formalized, with direct involvement by all parties. For example, a shared city-county law enforcement center may be created whereby resources are pooled for the operation of that facility, such as the sheriff's office and police offices using common dispatch and auxillary services.

Generally, **the most important distinction is between contract law programs and combined law enforcement programs.** A contract program involves a legal agreement in which one unit of government purchases services from another unit of government. Combining refers more to an alliance between two or more units of government to provide various services.



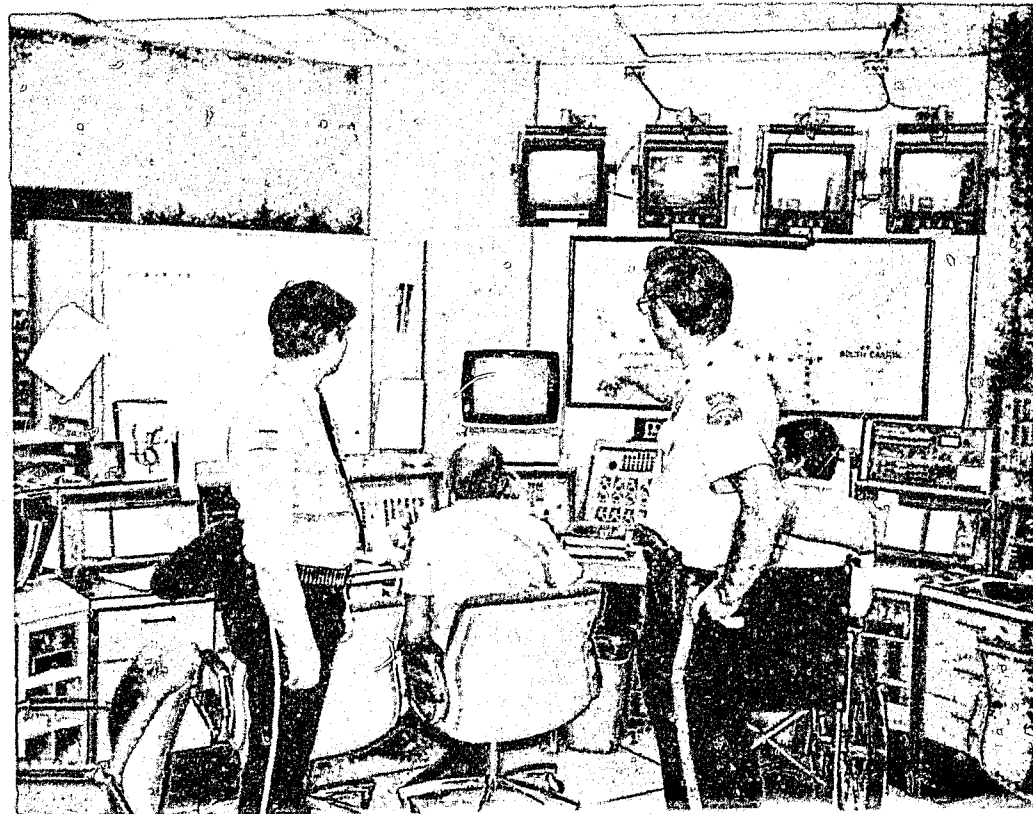
South Dakota counties with cooperative law enforcement contracts are highlighted.



### Reasons for Contracting

Contract law programs have been delivered to varied populations, even to communities of less than 100 persons. Smaller communities have used contract law to replace part-time and limited-services departments. Programs are usually developed by the sheriff's office, which is appropriate for several reasons:

- (1) By statute, there must be a sheriff's office in every county and the sheriff has jurisdiction in the entire county.
- (2) The sheriff has authority in both unincorporated and incorporated areas, while city police are limited in their jurisdiction.
- (3) The sheriff is elected by all of the citizens in the county.
- (4) The taxes which would support a contract are collected largely on a county-wide basis.



Minnehaha County/Sioux Falls joint communications center.

Contract law enforcement has considerable support, both from those receiving services and those providing the services. The concept is supported by the President's Commission on Law Enforcement and the Administration of Criminal Justice. Contract Law Enforcement has the following advantages:

- (1) It is effective without altering existing government structures.
- (2) Its programs are flexible; they can be formed to fit the needs of the area.
- (3) The size of the government is not a limiting factor in either providing or receiving services.
- (4) An equitable cost distribution formula can usually be determined.
- (5) The programs are limited and voluntary.

### Factors Which Jeopardize Cooperative Law Enforcement Programs

There are certain expectations by a community involved in any new type of law enforcement arrangement. Citizens, special interest groups, community leaders, local elected officials and law enforcement personnel all contribute to the success or failure of cooperative law enforcement programs. One of the most important success factors is communication between the law enforcement agencies involved and the service community. A community that is paying for law enforcement services should be kept regularly informed of law enforcement activities. Some type of mechanism should be developed for providing community input to the law enforcement activities on a regular and formal basis. More often than not, the failure of cooperative law enforcement arrangements is due to a lack of communication. A well-planned program should consider this factor and allow for input and a transition period until the citizens and elected officials are comfortable and satisfied with the new program.

Financial problems can also lead to termination of a contract law enforcement program. Inflation and increased demands for services may put such a financial burden on the community that it is forced to terminate the agreement. Budgets need to be carefully planned before implementation to insure sufficient resources for the program. Also, programs have to be developed within the amounts budgeted for law enforcement.

Examples of Cooperative Law Enforcement Programs

Cooperative law enforcement efforts have existed for a long time on an informal basis. Contracting for services is a more recent development and was first begun in California when the city of Lakewood in Los Angeles County contracted for law enforcement services with the county sheriff's department. This project is referred to as the "Lakewood Plan".

Law enforcement was only part of the overall plan for delivery of services, but it proved to be one of the more successful ones. Upon incorporation, many "bedroom" communities contracted for services rather than develop their own departments. In some instances, a city will contract with another city rather than with the county. The city of Yorba Linda, California, after incorporation, contracted with the county sheriff. It soon became dissatisfied with the services and solicited bids from other governments. The city of Brea's proposal was selected. Through contracting with Yorba Linda, Brea's police department had more funds and was able to expand its services.

Small communities often elect to contract for services because of problems in keeping trained officers. In addition, many have found that one-person departments can't provide adequate law enforcement. The city of Corsica in Douglas County, South Dakota contracts with the county for law enforcement services. Before the contract, Corsica had a difficult time in keeping a law enforcement officer. Through the contract, a deputy sheriff resides in the community and provides the needed law enforcement with backup provided by the sheriff's department. These types of arrangements avoid duplication and have kept law enforcement costs to Corsica at a reasonable level.

Another type of arrangement which is unique to South Dakota is the City of Wall-Pennington County Contract Law Program. Under this contract, the city is the producer government and the county is the recipient. Because of the large size of the county and the geographic location of the sheriff's office, Pennington County pays Wall to provide services to the rural area of the county surrounding the city.

There are also county-wide law enforcement programs operating at the present time in South Dakota. Both Moody and Sully Counties have one law enforcement department to provide services for the entire county. The sheriffs of the counties are in charge of the operation. In addition, each county has a law enforcement advisory board with representatives from the cities and the county. As mentioned earlier, this advisory board provides the vehicle for enhancing communication which is so all-important to the successful implementation of a cooperative effort.



Vehicle purchased by Edmunds County Cooperative Law Enforcement program.

Worksheet for Estimating Direct Hourly Personnel Costs<sup>1</sup>

1. Patrol Officer Hours		2. Personnel Costs	
Hours Unavailable		Direct and Fringe Benefits	
		Salary	_____
Vacation	_____	Insurance	_____
Holidays	_____	Retirement	_____
Training	_____	Total	_____
TOTAL UNAVAILABLE	_____	TOTAL PERSONNEL	\$____(B)
		3. Hourly Personnel Costs	
Basic Man Year (40 hours x 52)	<u>2,080</u>	Total Personnel Costs (B)	_____
Hours Unavailable	- _____	Hours Available (A)	- _____
Hours Available	+ _____(A)	Hourly Patrol Officer Costs	_____

1) Modified from Exhibit 17, **Contract Law Enforcement: A Practical Guide to Program Development**

## Worksheet for Estimating Vehicle and Equipment Cost

### VEHICLE COSTS

Patrol car	\$ _____
Gasoline & Maintenance/year	_____
Depreciation	_____
Total	_____

### VEHICLE EQUIPMENT

Police radio	\$ _____
Portable radio	_____
Civil Defense Radio	_____
Scanner	_____
Citizens band radio	_____
Installation	_____
Sub-total	_____

Light Bar	_____
Siren/PA System	_____
Total	_____

### OFFICER EQUIPMENT

Handgun	\$ _____
Shotgun	_____
Uniform	_____
Helmet	_____
Nightstick	_____
Taperecorder	_____
Handcuffs	_____
Total	_____

### MISCELLANEOUS SUPPLIES

Ticket forms	\$ _____
Tape measure	_____
Mace	_____
Ammunition	_____
Flashlight	_____

VEHICLE & EQUIPMENT COST TOTAL	\$ _____
--------------------------------	----------

<sup>1</sup>It is recommended that depreciation of patrol vehicles be included in the budget depending upon the life expectancy of each unit in your jurisdiction.

## Cooperative Law Enforcement Contract Costs

City A		City B	
_____ hours of patrol		_____ hours of patrol	
Total Personnel Costs	\$ _____	Total Personnel Costs	\$ _____
Total Vehicle and Equipment Costs	\$ _____	Total Vehicle and Equipment Costs	\$ _____
TOTAL ANNUAL COST	\$ _____	TOTAL ANNUAL COST	\$ _____

City C		OTHER <sup>1</sup>	
_____ hours of patrol		_____ hours of patrol	
Total Personnel Costs	\$ _____	Total Personnel Costs	\$ _____
Total Vehicle and Equipment Costs	\$ _____	Total Vehicle and Equipment Costs	\$ _____
TOTAL ANNUAL COST	\$ _____	TOTAL ANNUAL COST	\$ _____

<sup>1</sup>This category may include funds from any existing contract arrangements

## PART II

### Suggested Policies

The following are suggested recommendations for contract law enforcement programs. These policy recommendations are made so that contract law programs may have the best chance of succeeding by providing for the equitable and efficient delivery of law enforcement services.

(A) A formal examination should be conducted before any restructuring of law enforcement services is attempted. The detailed examination should analyze existing law enforcement services and determine the benefits and costs of restructuring. Also, an objective assessment can be used to support recommended changes in the delivery of law enforcement services. Finally, a feasibility study provides the necessary baseline data to properly assess any changes that occurred as a result of restructuring. Assistance in conducting this examination is available from the state Division of Law Enforcement Assistance.



The formal examination should include the following components:

1. A demographic profile should be included to present a picture of the area to be served under the new arrangements. Data that would be collected in this section of the study should include size of the area; miles of roads and highways to be patrolled; population characteristics which include age distribution; types of housing units which include the number of rural and urban dwellings, schools, industries or manufacturers, if any, and other businesses or major employers.
2. An analysis of the crime problem(s) would be a vital component of the examination. Crime data, such as reported in Part I Offenses, clearance rates, arrest data for both adults and juveniles, property stolen and recovered, traffic offenses, calls for service and response times, accidents investigated, traffic citations given and miscellaneous incidents are the necessary elements in this section of the study. This data should be compiled for the last three years, if possible. In many instances, this type of information won't be available, but all efforts should be made to determine what crime problem(s) exist and what the response to these problems has been in the past. This data is important not only for determining the level of service needed, but also for evaluation of the new law enforcement program.
3. A detailed description of the existing law enforcement agencies should be included. The personnel level, method used to recruit officers, recruiting requirements, present salary levels, present workload of the officers and specialized duties, turnover rate of officers, training of each officer and the records and communications system of the departments are ingredients that could give an assessment of the current law enforcement system. This information can be used to determine personnel and training needs.
4. A complete description of present facilities, including age of building and space available for use, is needed. Also, immediate and long term plans for jail use should be determined. A complete inventory of equipment is needed for the assessment of possible future purchases that the contract program may make. Each agency would then also have documentation concerning which equipment belongs to it and, if the contract is terminated, the equipment can be returned to the original owners.



Moody County contract law enforcement patrol unit.

5. One of the major considerations of any contract program is the cost to each unit of government. The expenditures for law enforcement services for the past three years should be collected and the projected budgets for the next three years should be estimated for all units of government involved in the program. Information can be used in the management of the program to determine how much has been expended as compared to the projected cost of the contract. Each unit of government can anticipate future law enforcement expenditures through long-range planning. It is very important that inflation and the possibility of an increased demand for services be reflected in the cost projections. Cooperative arrangements are often considered at times when there is a need for increased services. This means that **only rarely do local units of government expend fewer dollars for law enforcement services under a cooperative arrangement** compared to what it expended for its own law enforcement agency.

6. Public attitude or opinion concerning current law enforcement services and possible consolidation or contracting should be determined. It would be advisable for each unit of government to publish a policy statement in regard to the contract law program. There could also be a series of public meetings or a survey conducted to obtain information from the citizens. A well-planned contract law enforcement program needs public input and support if it is to succeed.
  7. After the information has been collected and evaluated, a section of the study discussing the options available should be completed. This discussion should suggest possible solutions and programs that would seem to be appropriate. Recommendations as to possible personnel increases, equipment needs, training needs, service requirements (such as patrol and special services) and suggested sharing of costs should be included. There are many formulas to determine sharing of costs and manpower needs. However, it all depends on the quantity of services each unit of government needs or is willing to purchase.
- (B) A law enforcement advisory board should be formed. This board should consist of representatives from each unit of government participating in the proposed contract. The board is especially important in the developmental stages, but should continue once the contract is initiated. The main function of the board is to assist in solving local problems and provide a means of communication between the agency and the communities.
- In the planning stages, this board could also provide a forum to discuss problems and concerns, act as policy advisors on the findings of the feasibility study and make recommendations to respective units of government. After initiating the contract, the board should continue to work with the producer agency. The board is advisory in nature and should not interfere with the authority of the producer agency administrator regarding the delivery of law enforcement services.
- (C) Every professional law enforcement agency realizes the need for adequate record keeping. This information can be useful in the management of the contract law enforcement program. Once the program has been implemented, the producer agency should collect data on calls for service response times, crimes reported

(UCR Part I and Part II), arrests, property stolen and recovered, traffic citations issued, hours of patrol and any other activity. Each of these categories should be detailed. For example, crimes reported and the clearance rate for each category should be listed. Also, arrest data should indicate the reason for arrest and characteristics of the individual arrested, such as age, sex, and race. If prisoners are housed (as part of the program), a jail register should be kept with information concerning the individual(s) detained. Traffic offenses should indicate the number of specific types such as DWIs, speeding and reckless driving. All of this information could prove to be valuable to the contract program because it allows for an evaluation of the program and it keeps the public informed of the activities of the producer agency and of the crime problems in their community. Also, this information can be used to determine operational procedures and the recipient government can determine additional services needed and possible costs.

#### Cooperative Law Enforcement Budget Projections Worksheet<sup>1</sup>

##### Law Enforcement Budget<sup>2</sup>

FUND SOURCE	Last Year	This Year	1st Contract Year	2nd Contract Year	3rd Contract Year
City A	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
City B	_____	_____	_____	_____	_____
City C	_____	_____	_____	_____	_____
County	_____	_____	_____	_____	_____
Other <sup>3</sup>	_____	_____	_____	_____	_____
TOTAL	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

- 1) This worksheet should be completed for each alternative arrangement considered in the feasibility study.
- 2) The projected budgets should reflect a minimum of 8% to 10% inflation per year as well as any factors which would cause an increase in the need for services.
- 3) This category may include funds from any existing contract arrangements.

- (D) Public relations is an important aspect of any contract law enforcement program. Those involved in the development and operations of the contract should keep the public informed of the program, what it is, how it works and how it is helping their community. Two possible suggestions for public relations include monthly articles in the local and county newspapers, and appearances at public meetings and at local schools. A regular news article could provide information on department activities, crime and other problems in the area, and facts about the officers in the department. Attendance at meetings could be used to promote crime prevention techniques, develop rapport with community members, and also, provide educational materials to students.
- (E) The contract specifying the agreement should be detailed enough to identify:
- ( 1) Terms and legal basis for the contract. South Dakota Compiled Laws of 1967 (SDCL) authorized joint exercise of governmental powers and contracts for service by public agencies in Chapter 1-24.
  - ( 2) The service to be provided can vary from complete law enforcement services to limited patrol, or just dispatching or record keeping.
  - ( 3) Liability — the responsibility for defending agencies in lawsuits.
  - ( 4) Amount, means and time of payment.
  - ( 5) Other fiscal procedures such as maintenance of records and publications or reports.
  - ( 6) Who the authorized officials are in administering the contract.
  - ( 7) What units of government will be represented, how often they will meet and their responsibilities. (Advisory Board).
  - ( 8) Real property and equipment.
  - ( 9) Duration (termination and amendments)
  - (10) Any other provisions (see Agreement for General Law Enforcement Services section).

Any contract should, of course, be thoroughly reviewed by qualified counsel before being accepted.

- (F) Often, after a contract program is initiated, new personnel are hired. This points to the need for personnel policies and a procedures manual (if these do not already exist). These types of manuals aid the supervision of deputies and allow for a more effective and professional law enforcement agency.

Manuals should include written rules, policies and procedures governing all pertinent law enforcement operations, a law enforcement code of ethics, general responsibilities of all officers and general orders on specific matters of concern to all department members. If not already in existence, this manual should be developed during the first year of the contract.

## Summary and Conclusion

Inter-governmental cooperation in delivering law enforcement services is on the increase in South Dakota. Small cities are finding that contracting for services is more cost effective and efficient than maintaining their own department. There are many forms that cooperative law enforcement can take, but in South Dakota, contracting for services is the most popular.

The Sheriff's Department is usually specified in the contract as the agency responsible for delivering services. This occurs because all counties are required to have a sheriff and this individual has jurisdiction throughout the entire county. Also, the sheriff is elected by all citizens in the county.

Contract law programs have proven to be successful as they are flexible and do not change the governmental structure in cities and counties. Any size government can participate with costs equitable to all parties. Even though contract programs work, some fail due to inadequate planning and management problems.

Contract law programs should be carefully planned in order to prevent problems after the project begins. This requires a review of previous criminal activity and service problems in the area, budget preparation which includes projections for several years in advance, a public relations effort to inform the public of the planned change, formation of an advisory board, an information process for management of the project, and a contract specifying the agreement.

In conclusion, cooperative law enforcement programs have proven to be effective with proper planning and management. Communities have found that they can receive better and more efficient services than attempting to maintain individual departments. This guide has been prepared for the purpose of assisting cities and counties in evaluating current law enforcement delivery and as an aid in determining whether or not to alter that delivery system.

## Agreement For General Law Enforcement Services<sup>1</sup>

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_\_,  
by and between \_\_\_\_\_ County, hereafter referred to  
as the County; the County Sheriff, hereafter referred to as the Sheriff; and the  
City of \_\_\_\_\_, hereafter referred to as the City.

### 1. STATEMENT OF AGREEMENT

The County and its Sheriff agree to provide general law enforcement service 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.

### 2. LEGAL BASIS

This agreement is authorized by the provisions of Chapter 1-24 of the State of South Dakota Compiled 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.

### 4. DELIVERY OF SERVICES

- 4.1 Service Area: The Sheriff shall provide general law enforcement services within the corporate limits of the city.
- 4.2 Enforcement Responsibilities: The Sheriff or deputy shall enforce State statutes, and ordinances of the City. The Sheriff shall not be required to assume any other enforcement duty or function not consistent with those customarily performed by the Sheriff.
- 4.3 Quantity of Service: The Sheriff shall deliver \_\_\_\_\_ hours of general law enforcement services each \_\_\_\_\_ in addition to law enforcement services now delivered to the City by the Sheriff as required by law.
- 4.4 How Delivered: The Sheriff, under the advice of the Advisory Board and the City, shall determine the most appropriate manner of providing law enforcement services to the City.
- 4.5 Reporting: The Sheriff shall provide to the city a monthly report of activities generated as a result of this contract. This report shall include response times and the number of calls for service, reported crimes,

arrests, crimes cleared by arrest, traffic citations, court appearances, and items of recovered property.

<sup>1</sup>Modified from Exhibit 20, *Contract Law Enforcement: A Practical Guide to Program Development*.

- 4.6 Service Management: The planning, organization, scheduling, direction, and supervision of the Sheriff's personnel and all other matters incident to the delivery of general law enforcement service to the City shall be as determined by the Sheriff. The Sheriff shall retain exclusive authority over the activities of his personnel working in the City.
- 4.7 Responsiveness: The Sheriff shall give prompt consideration to all requests of the City regarding the delivery of general law enforcement services. The Sheriff shall make every effort to comply with these requests if they are consistent with good law enforcement practices. Special duties such as social events will be allowed as long as written notice is given to the Sheriff by the City Council five (5) working days prior to the event so that it can be fitted into the department scheduling requirements.
- 4.8 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 the Sheriff, whose decision shall be final and conclusive.
- 4.9 Coordination: The City and the Sheriff shall each designate a specific individual and alternate to make or receive requests and to confer 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.
- 5.2 City Responsibilities: The City shall provide and maintain an office and parking space suitable for the use of the Sheriff's personnel providing general law enforcement services to the City. The City further agrees that the Sheriff may also use these facilities as needed to provide law enforcement services to surrounding areas.
- 5.3 Individual Ownership: The County and the City shall retain title to the property each may acquire to fulfill its obligations under this Agreement. Upon termination of this Agreement, each party may dispose of its property as it sees fit.
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 persons 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 persons or property caused by 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 they shall not have any benefit, status, or right of City employment.

7.2 Payment: The City shall not be liable for the direct payment of salaries, wages, or other compensation to County officers or employees providing general law enforcement services to the City.

7.3 Indemnity: The City shall not be liable for indemnity to any County officer or employee for injury or sickness arising out of his employment in providing general law enforcement services to the City.

#### 8. LAW ENFORCEMENT ADVISORY BOARD

The County Law Enforcement Advisory Board, herein created, is hereby designated by the County and the above-named municipality, as the formal forum for discussion of the execution of this contract and similar contracts with other municipalities in the county. The County Law Enforcement Advisory Board hereinafter will be known as the Board.

The Board shall consist of one (1) representative from the governing body of the above-named municipality; each of the governing bodies of municipalities in the County, and one (1) representative of the Board of County Commissioners, with the Sheriff and States Attorney or his Designee acting as resources to such Commission, and the County Auditor serving as an ex-officio, non-voting member of said Commission. On the Board, the representative from each governing unit in the Contract will have one (1) vote and the majority vote shall rule. The duly elected, qualified and acting States Attorney for \_\_\_\_\_ County, South Dakota

shall act as a permanent chairman of said Commission with a vote only in the event that a vote by the members of said Board shall result in a tie. The Board shall meet monthly at a time designated by the said Board and for special meetings as may be required by the Chairman of said Board.

The Board, on the recommendations of the Sheriff, shall assist in formulating the overall policies and procedures of the Department.

The Board shall be created for a period of one (1) year with continuation for any further period based on an evaluation of services provided and consent of each unit of government which is a party to the Agreement.

Refusal of any unit of government to make its contribution shall constitute withdrawal of that unit of government from the Board, thus negating any voting representation of the Board for receiving services from the Board.

It shall be the responsibility of the Board to advise the Sheriff in the following areas:

- (1) Standards for quality and quantity of service.
- (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 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 total sum of \_\_\_\_\_ in \_\_\_\_\_ equal monthly installments of \_\_\_\_\_ for general law enforcement services delivered during the term of this Agreement.

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

9.3 Adjustment: For contract 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 1st day of the next calendar year following the date of notice.

9.4 Billing and Payment: The County shall bill the City within ten (10) days after the close of each calendar month for all general law enforcement services provided during that month. The City shall pay for these services within twenty (20) 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. The City shall be liable for general law enforcement services rendered to the time of termination.

#### 10. TERM

This Agreement shall take effect on \_\_\_\_\_ and shall continue through \_\_\_\_\_

#### 11. TERMINATION

This Agreement may be terminated at any time by any party upon sixty (60) days written notice to the other parties of its intent to withdraw.



12. RENEWAL

Unless terminated, this Agreement shall be renewed automatically for successive terms of \_\_\_\_\_.

13. 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 the written approval of the City.

14. EXECUTION

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

ATTEST: \_\_\_\_\_

County Auditor

County of \_\_\_\_\_

By: \_\_\_\_\_

Chairman, Board of County Commissioners

Sheriff \_\_\_\_\_

ATTEST: \_\_\_\_\_

City Auditor

City of \_\_\_\_\_

By: \_\_\_\_\_

Mayor

## Cooperative Law Enforcement Select Bibliography

Consalt, Inc. **Model Contract Law Enforcement Manual for Utah.** Murray, Utah: Author, 1979.

Maag, M. **Handbook for County-Wide Law Enforcement.** Pierre, South Dakota: Fifth District Criminal Justice Planning and Development Commission, 1975.

National Institute of Law Enforcement and Criminal Justice. **Contract Law Enforcement: A Practical Guide.** Washington, D.C.: U.S. Government Printing Office, 1978.

National Institute of Law Enforcement and Criminal Justice. **Small Police Agency Consolidation: Suggested Approaches.** Washington, D.C.: U.S. Government Printing Office, 1979.

**END**