

HERMOSA TOWN BOARD
SPECIAL MEETING
WEDNESDAY, OCTOBER 27, 2021 @ 6:00PM



- 1) **ROLL CALL:**
 - A. BOT Roll Call: Flug, Henriksen, Holsworth, King, Schumack
 - B. Acknowledgement of other Attendees
 - C. Pledge of Allegiance to be led by Holsworth

- 2) **CALL FOR CHANGES:**
 - A. Review of current agenda items
 - B. Motion to accept the agenda as presented/amended

- 3) **LAW ENFORCEMENT:**
 - A. Custer Co. Communications Center Contract
 - B. Mechaley Other Correspondence

- 4) **ITEMS FROM CITIZENS:** No action will be taken (3-minute time limit per speaker)

- 5) **TRUSTEE INPUT:**

- 6) **EXECUTIVE SESSION:**
 - A. Motion to enter Executive Session allowable by SDCL 1-25-2.1 – Legal/Personnel/Contract
 - B. Motion to exit out of Executive Session
 - C. Motions resulting from Executive Session

- 7) **ADJOURN:**
Motion by _____; second by _____ to adjourn the meeting at _____ pm.



CUSTER COUNTY SHERIFF'S OFFICE

SHERIFF MARTY MECHALEY

420 MT RUSHMORE ROAD, CUSTER, SOUTH DAKOTA, 57730

PHONE: (605) 673-8146 FAX: (605)673-8154



Town of Hermosa

Dan Holsworth, Board President.

230 Main Street

Hermosa, SD 57744

Greetings,

I have attached a draft of the Communications Center contract for the Town of Hermosa. Please review the contract and provide me with any suggestions that you may have. During this processes it was also mentioned about the Sheriff's Office providing law enforcement contract services for the Town of Hermosa. I would be willing to discuss this with the Town Board and to provide you with some cost figures if you would like. Please feel free to contact me at any time.

Thank you,

A handwritten signature in black ink that reads "M. Mechaley". The signature is written in a cursive style with a large initial "M".

Marty Mechaley

AGREEMENT FOR DISPATCH SERVICES

THIS AGREEMENT FOR DISPATCH SERVICES ("Agreement") is made and entered into by and between the TOWN OF HERMOSA, a municipal corporation of the State of South Dakota, hereinafter referred to as "Town" and THE BOARD OF CUSTER COUNTY COMMISSIONERS, of the State of South Dakota, hereinafter referred to as "County," on behalf of the Custer County Sheriff ("Sheriff").

WITNESSETH.

WHEREAS, SDCL 1-24-8, authorizes the political subdivisions of a municipality to contract with a county for the purpose of providing law enforcement services by the county's Sheriff within the boundaries of the municipality; and

WHEREAS, the Town has requested that the County provide public safety communications dispatch services ("Dispatch Services") to the Town; and

WHEREAS, the parties to this Agreement recognize the need for efficient and dependable public safety communication dispatch services to the public in and around the County and in the Town; and

WHEREAS, the County, in the interest of the health, safety and welfare of the residents of the Town, deems it advisable to enter into this Agreement; and

WHEREAS, the County has decided to execute any future agreements with the Town on a fiscal year basis.

NOW, THEREFORE, in consideration of the foregoing, it is agreed as follows:

1. The Custer County Sheriff's Office ("Sheriff") shall provide 24x7 Dispatch Services within the boundaries of the Town.
2. The Dispatch Services to be provided by the Sheriff within the boundaries of the Town shall be similar to the Dispatch Services provided in other unincorporated and incorporated areas of the County of Custer. For purposes of this Agreement, Dispatch Services shall mean receiving calls for service and dispatching them to appropriate Hermosa law enforcement personnel, and entering information into the Custer County Records Management System and National Crime Information Center (NCIC) to include, but not be limited to, missing persons, stolen and recovered automobiles, and vehicle impound information.
3. The term of the Agreement shall be for a one (1) year period commencing on January 1, 2022, and shall end as of December 31, 2022.
4. As consideration for the Dispatch Services provided under this Agreement, the Town shall pay to the County \$8,000.00, which is the cost for performing Dispatch Services

for the Town for the term of this agreement. Payment of said \$8,000.00 shall be made to the County by the Town in quarterly installments of \$2,000.00 due by the first (1st) day of each quarter.

5. The Dispatch Services provided pursuant to this Agreement shall be performed by the communications personnel of the Sheriff. The Sheriff's staff shall be responsible for maintaining all records relating to the services performed.
6. The County is, and shall at all times be deemed to be, an independent contractor. Nothing in this Agreement shall be construed as creating the relationship of employer or employee between the Town and the County or any of the County's agents or employees. To the extent, this Agreement creates a principal-agent relationship between the County and the Town, such relationship confers on the County and its employees the authority to act on the Town's behalf only as to matters covered by this Agreement. The County shall retain all authority for rendition of the services covered by this Agreement, including standards of performance, control of personnel (including discipline), and other matters incidental to the performance of the services by the County. Nothing in this Agreement shall make any employee of the Town a County employee or any employee of the County a Town employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation, or any other rights or privileges accorded County or Town employees by virtue of their employment.
7. If any waiver by the Town results in a waiver of protections afforded to the County, the Town shall, to the extent allowed by law, indemnify and hold harmless the County for such actions, If any waiver by the County results in a waiver of the protections afforded to the Town, the County shall, to the extent allowed by law, indemnify and hold harmless the Town for such actions. Further, the County shall not be responsible for any claim against the Town that arises out of services not performed by the County pursuant to this Agreement.
8. The County does not intend by this Agreement to assume any contractual obligations to anyone other than the Town, and the Town does not intend by this Agreement to assume any contractual obligation to anyone other than the County. The County and Town do not intend that there be any third-party beneficiary to this Agreement.
9. Any assignment, transfer or subcontracting of this Agreement is prohibited, unless written consent is obtained from the other party in writing.
10. This Agreement may not be modified, amended or otherwise altered unless mutually agreed upon in writing by the parties hereto.
11. The Town is not responsible for Worker's Compensation claims of Sheriff's employees working under this Agreement.

12. The Town agrees to carry Comprehensive General Liability Insurance with a minimum \$1,000,000.00 limit of liability. Custer County, the Sheriff, and his employees will be named as additional insureds under this policy. The Town shall provide the County with a Certificate reflecting that coverage.
13. The Town further agrees to carry Workers Compensation coverage for Town employees as required by South Dakota law.
14. Either party may terminate this Agreement, with or without good cause shown, upon 30 days written notice to the other party prior to termination. In the event of termination by the County, no damages, liquidated or otherwise, shall inure to the benefit of the County; however, the County will refund a pro-rated portion of the fee paid pursuant to paragraph 4 above.
15. Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the laws of the State of South Dakota. The parties to this Agreement agree that the venue for any legal action pursuant to this Agreement shall be in circuit court, Seventh Judicial Circuit, Custer County, South Dakota.
16. Notices to be provided under this Agreement shall be given in writing either by hand delivery, or deposited in the United States mail, with sufficient postage, to the following persons:

<p>Custer County Office Of the States Attorney 420 Mt. Rushmore Rd Custer, SD 57730</p>	<p>Town Clerk Town of Hermosa 238 Main street Hermosa, SD 57744</p>
<p>Custer County Sheriff Custer County Sheriff's Office 420 Mt. Rushmore Rd Custer, SD 57730</p>	<p>Hermosa Town Marshall Town of Hermosa 238 Main Street Hermosa, SD 57744</p>
17. In the event any provision of this Agreement is held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement. Failure to strictly enforce any provision of this Agreement shall not be construed to be a waiver of any provision, right or responsibility contained herein.

18. This Agreement is intended only to govern the rights and interests of the parties named herein. It is not intended, does not and may not be relied upon, to create any rights, substantial or procedural, enforceable by law by any third party in any matters, civil or criminal.
19. This Agreement embodies the entire agreement of the parties to this Agreement and supersedes all previous communications, representations, or agreements, either verbal or written, between the parties of this Agreement.
20. This Agreement may be executed in counterparts.

APPROVED and EXECUTED on this ____ day of _____, 2021.

Hermosa Town Board
Board President

Hermosa Town Marshall
Jim Dagget

ATTEST:

Hermosa Town Clerk

APPROVED and EXECUTED on this ____ day of _____, 2021.

Custer County Sheriff
Marty Mechaley

Custer County Commission
Jim Lintz, Chairman

ATTEST:

Custer County Deputy Auditor
Barbara Cox



CUSTER COUNTY SHERIFF'S OFFICE
SHERIFF MARTY MECHALEY
420 MT RUSHMORE ROAD, CUSTER, SOUTH DAKOTA, 57730
PHONE: (605) 673-8146 FAX: (605)673-8154



10/6/21

Town of Hermosa

Dan Holsworth, Board President.

230 Main Street

Hermosa, SD 57744

Greetings,

During our last meeting in August 2021, we discussed communication with the Sheriff's Office and the Town of Hermosa. Based on that meeting, I am notifying you of an incident that occurred in the Town of Hermosa on October 3, 2021. Around 11:14 p.m. that night our Communications Center took a 911 text of an active assault occurring, the dispatcher attempted to contact Marshal Daggett by his home and cellular phone but did not get an answer. Custer County Deputies were dispatched to this call, which resulted in an individual being arrested for Aggravated Assault and Kidnapping. This incident could have been more serious had it not been for the response of the Sheriff's Office. If you have any questions please feel free to contact me at any time.

A handwritten signature in black ink that reads "Marty Mechaley". The signature is written in a cursive style.

Marty Mechaley



CUSTER COUNTY SHERIFF'S OFFICE
SHERIFF MARTY MECHALEY
420 MT RUSHMORE ROAD, CUSTER, SOUTH DAKOTA, 57730
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10/19/21

Town of Hermosa

Dan Holsworth, Board President.

Greetings,

During our last meeting in August 2021, we discussed communication with the Sheriff's Office and the Town of Hermosa. Based on that meeting, I am notifying you of an incident that occurred on October 18, 2021. At or about 6:34 a.m. - a possible assault was reported in the Town of Hermosa. The Communications Center called Marshal Daggett but did not get an answer, they left a voice message to contact our Office but did not get a return call. Sheriff's Deputies were then dispatched to the call and spent several hours following up on this report.

This is the second alleged assault call this month that was handled by the Sheriff's Office in the Town of Hermosa. If anyone has any suggestions on what we can do to make contact please let us know, or perhaps see if this is an issue with the telephone.

Thank you,

A handwritten signature in black ink that reads "Marty Mechaley". The signature is written in a cursive style.

Marty Mechaley