TOWN OF LANGFORD
RESOLUTION 2026-027
Authorization to Participation in the Mutual Aid Program with the South Dakota Municipal Electric Association (SDMEA)

WHEREAS, the Town of Langford, South Dakota ("Town"), operates and maintains a municipal electric utility system; and

WHEREAS, Town wishes to cooperate with other cities that own and operate electric utility systems and with other publicly owned utility organizations ("Publicly Owned Utilities"); and

WHEREAS, Town is a member of the South Dakota Municipal Electric Association ("SDMEA"), and SDMEA has developed an agreement to encourage and foster mutual aid between and among Publicly Owned Utilities in the event of disasters and emergencies; and

WHEREAS, written mutual aid agreements entered into prior to a disaster or emergency can support eligibility and documentation for reimbursement of qualifying mutual aid costs under applicable Federal Emergency Management Agency ("FEMA") requirements; and

WHEREAS, prudent and appropriate charges should be established from time to time which may be paid to City for its provision of mutual aid services, and which may be paid to other Publicly Owned Utilities that provide mutual aid assistance to Town;

NOW, THEREFORE, BE IT RESOLVED by the Langford Board of Trustees (governing body of Town utilities) as follows:

1. The employees of the Town of Langford (appropriate officers or management titles, e.g., Mayor, Clerk, Chairman, Secretary, General Manager) are hereby authorized and directed to execute and deliver the SDMEA Mutual Aid Agreement (attached hereto) and such other documents and agreements as may be necessary to implement City's participation in the SDMEA Mutual Aid Program and to qualify for FEMA reimbursement of mutual aid costs.

2. The managing staff of Town's utility system(s) shall establish reasonable rates for reimbursement of its labor and equipment costs as contemplated in FEMA rules, and shall periodically revise such rates as necessary.

3. Town will provide mutual aid assistance to other Publicly Owned Utilities if management determines that:
    a. The reliability and performance of Town's utility system(s) and the public health and safety of Town residents and customers will not be materially and adversely affected;
    b. The other Publicly Owned Utility has executed the SDMEA Mutual Aid Agreement; and
    c. The other Publicly Owned Utility has agreed to reimburse Town for mutual aid assistance in accordance with the SDMEA Mutual Aid Agreement.

Dated the 10th day of November 2026 and noted that such Resolution was agreed upon and adopted at the Board of Trustees meeting dated the 10th day of November 2026.

Orrie Jesz, Board President

ATTEST: KStiegelmeier

Kaitlin Stiegelmeier, Finance Officer

(town seal)

SOUTH DAKOTA MUNICIPAL ELECTRIC ASSOCIATION
MUTUAL AID AGREEMENT

In consideration of the mutual commitments given herein, each of the Signatories to this Mutual Aid Agreement agrees to render aid to any of the other Signatories as follows:

1.) Request for aid. The Requesting Signatory agrees to make its request for assistance through an oral or written request to a representative of the Aiding Signatory who is authorized to control the items of assistance being requested. All oral or written requests for assistance shall be made within a reasonable time after aid is needed and with reasonable specificity. The Requesting Signatory agrees to compensate the Aiding Signatory as specified in this Agreement and in other agreements that may be in effect between the Requesting and Aiding Signatories.

2.) Discretionary rendering of aid. Rendering of aid is entirely at the discretion of the Aiding Signatory. The agreement to render aid is expressly not contingent upon a declaration of a major disaster or emergency by the federal government or upon receiving federal funds.

3.) Withdrawal of assistance. Any Aiding Signatory that provides assistance pursuant to a mutual aid request may withdraw the assistance at any time.

4.) Invoice to the Requesting Signatory. Within 90 days of the return to the home work station of all labor and equipment of the Aiding Signatory, the Aiding Signatory shall submit to the Requesting Signatory an invoice of all charges related to the aid provided pursuant to this Agreement. The invoice shall contain only charges related to the aid provided pursuant to this Agreement.

5.) Charges to the Requesting Signatory. Charges to the Requesting Signatory from the Aiding Signatory shall be as follows:

   a. Labor force. Charges for labor force shall be in accordance with the Aiding Signatory's standard practices and billing procedures. Overtime hours and rates shall be applied in the same manner as if work is being performed on the Aiding Signatory's system.

   b. Equipment. Charges for equipment, such as bucket trucks, digger derricks, and other special equipment used by the Aiding Signatory, shall be at the reasonable and customary rates for such equipment in the Aiding Signatory's location.

   c. Material. Any material supplied during the mutual aid response shall be tracked and recorded by the Aiding Signatory. Material shall be reimbursed at the replacement cost unless other arrangements are mutually agreed upon between parties.

   d. Transportation. The Aiding Signatory shall transport needed personnel and equipment by reasonable and customary means and shall charge reasonable and customary rates for such transportation.

   e. Meals, lodging and other related expenses. Charges for meals, lodging and other expenses related to the provision of aid pursuant to this Agreement shall be the reasonable and actual costs incurred by the Aiding Signatory.

   f. Damage or loss to equipment or supplies. Charges for any damage or loss to equipment or supplies while engaged on behalf of the requesting signatory shall be reasonable and

actual costs incurred by the Aiding Signatory less any damage or loss resulting from the gross negligence or willful misconduct of the Aiding Signatory.

6.) Liability. In accordance with SDCL 34-48-8, any Aiding Signatory providing assistance in response to a mutual aid request pursuant to this Agreement shall maintain ownership of and liability for all assistance provided, including:

   a. Worker's compensation coverage for personnel employed, authorized, or designated to act by or on behalf of the Aiding Signatory.

   b. Insurance coverage for employees, agents, or volunteers of the Aiding Signatory.

   c. Property

   d. Personnel benefits

7.) Civil Liability for Assistance. This agreement is made pursuant to SDCL Chapter 34-48, Assistance Among Public Agencies and Emergency Management Entities and SDCL 34-48-9 which provides that, "No person or public agency or covered entity may be held civilly liable for actions in requesting or providing assistance under this chapter except for acts of willful misconduct or gross negligence. Nothing in this chapter constitutes a waiver or abrogation of sovereign immunity or any statutory immunity."

8.) Safety. All personnel providing assistance are required to follow the current Safety Practices, Rules and Regulations as adopted by their utility.

9.) Execution. Each party hereto has read, agreed to and executed this Mutual Aid Agreement on the date indicated. The signatories hereto agree that this Mutual Aid Agreement may be executed with a separate signature page for each signatory. Upon execution in that manner, this Mutual Aid Agreement shall be binding upon the Signatories hereto.

10.) Date and Duration. This Mutual Aid Agreement shall remain in force and effect between the Signatories hereto until revoked in writing by a Signatory. This agreement supersedes any previous Mutual Aid Agreements administered by the South Dakota Municipal Electric Association.

Dated this 10 day of November, 2026.

Entity Town of Langford (*City/Town*)

By: Orrie Jess (*please print*)

Signature: _____

Title: Board President