## M15 202-11-6-09 Police Union

## MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF RAPID CITY AND THE PENNINGTON COUNTY SHERIFF

WHEREAS, the City of Rapid City (hereafter "City") currently provides information technology services to the Departments of the City of Rapid City, including the Rapid City Police Department; and

WHEREAS, Pennington County (hereafter "County") provides the Pennington County Sheriff with information technology staff who provide similar services to the Sheriff's Office; and

WHEREAS, the Pennington County Sheriff (hereafter "Sheriff") and the Rapid City Police Department share the Public Safety Building and collaborate in a number of ways to avoid duplication of services; and

WHEREAS, the parties recognize it is in their mutual best interest to avoid duplication of effort to make the most expeditious use of taxpayer dollars.

## NOW, THEREFORE, BE IT AGREED BY THE PARTIES AS FOLLOWS:

- 1. The City shall assume responsibility for supervising information technology (IT) services provided to the Pennington County Sheriff's Office (PCSO) that are currently provided by the PCSO's IT staff. The City agrees to supervise those IT services in a timely and professional manner.
- 2. The City's Information Technology Officer or designee shall be the direct supervisor of the County's IT staff that provides IT services for the Sheriff.
- 3. IT equipment and software purchases that are for the primary benefit of the PCSO will by purchased by the PCSO, and IT equipment and software purchases that are for the primary benefit of the City will be purchased by the City. Shared IT equipment and software purchases will be handled on a case-by-case basis, and costs will be shared based on the percentage of use by each entity.
- 4. The Sheriff or the City may terminate this Agreement at any time by providing the other party with 60 days written notice.
- 5. This Agreement constitutes the entire agreement of the parties. No other writings or negotiations are part of this document. This Agreement may only be modified by mutual agreement of the parties. Any modifications or addendums to this Agreement must be in writing.

Dated this <u>and any of November</u>, 2009.

CITY OF RAPID CITY

PENNINGTON COUNTY SHERIFF

Sheriff

Attest:

Mayor

Finance Officer