

JOINT POWERS AGREEMENT
BETWEEN
THE CITY OF RAPID CITY
AND THE DEPARTMENT OF HEALTH

The City of Rapid City (hereinafter RC) and the South Dakota Department of Health (hereinafter DOH) hereby enter into a Joint Exercise of Governmental Powers Agreement pursuant to SDCL §§ 1-24-2 through 1-24-9. The purpose of this Agreement, as more specifically described below, is to promote the mutual effectiveness of both agencies in the areas of public health and safety. SDCL §§ 34-18-6, 1-24-4(3). This Agreement does not establish a separate legal entity. SDCL § 1-24-4(2). ACE Director/ Code Enforcement Officer for Rapid City, Patricia Pummel, and the DOH Administrator of the Office of Health Protection, Clark Hepper, are the administrators responsible for administering this cooperative undertaking. SDCL § 1-24-5(1). This Agreement does not involve real or personal property. SDCL 1-24-5(2). A copy of this Agreement shall be filed with the State Attorney General and the Legislative Research Council not more than 14 days after being executed. SDCL 1-24-6.1.

WHEREAS, ensuring public health and safety within the city of Rapid City, South Dakota, is a joint responsibility between RC and DOH;

WHEREAS, DOH is charged statutorily to regulate lodging establishments in South Dakota pursuant to SDCL Chapter 34-18;

WHEREAS, DOH has authority to enter into mutual agreements with other public and private agencies in order to promote the mutual effectiveness of both agencies in the area of public health and safety and to prevent the duplication of effort in the promotion of an efficient public health program, per SDCL 34-18-6;

WHEREAS, DOH also has authority, per SDCL §§ 34-18-27, 1-26-29, 34-18-25.3, 34-18-27.1, 34-18-24, ARSD §§ 44:02:02:21, 44:02:05:14, to suspend the license of any lodging establishment upon determining the existence of a hazardous condition that may immediately endanger human life or be seriously detrimental to public health; and

WHEREAS, RC and DOH believe it is an efficient use of state resources to enter this joint undertaking.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

- I. The City of Rapid City agrees to:
 - A. Provide qualified and trained inspectors in a support capacity, as requested by DOH and at times mutually agreeable to RC and DOH, to assist in performing inspections of certain lodging establishments, mutually determined by RC and

DOH, in Rapid City. The qualifications and training of such RC inspectors are to be determined as mutually agreeable to RC and DOH.

- B. Provide law enforcement officers, as mutually determined necessary by RC and DOH, to accompany RC and DOH inspectors during inspections of certain lodging establishments, mutually determined by RC and DOH, in Rapid City.
 - C. Provide to DOH, upon DOH request, any RC inspection reports, including any recommended corrective actions, concerning Rapid City lodging establishments inspected jointly by RC and DOH.
 - D. Work cooperatively with DOH regarding any DOH follow-up on those inspections, including the RC inspectors testifying at any resulting administrative licensure hearing initiated by DOH, or other related legal proceedings, and only as determined necessary by both RC and DOH.
- II. The Department of Health agrees to:
- A. Provide written requests to RC, in a manner mutually agreeable to RC and DOH, for any RC inspector to accompany DOH in a support capacity during any inspection of a lodging establishment located in Rapid City.
 - B. Provide to RC, upon RC request, any DOH inspection reports, including any recommended corrective actions, concerning Rapid City lodging establishments inspected jointly by RC and DOH.
 - C. Notify RC, in a timely manner, of any obvious health hazard or other hazardous condition which presents an imminent danger to individuals discovered during an inspection of a lodging establishment in Rapid City and that is not removed or corrected immediately.
 - D. Work cooperatively with RC regarding any RC follow-up on those inspections, including the DOH inspectors testifying at any resulting legal proceedings initiated by RC, and only as determined necessary by both RC and DOH.
- III. Other Provisions:
- A. RC and DOH agree to treat and maintain all information obtained in a confidential manner, as required by law.
 - B. RC and DOH agree that this Agreement may be amended only in writing signed by both parties. Each amendment shall be attached to and become a part of this Agreement.

- C. RC and DOH agree that either party may unilaterally terminate this agreement by prompt written notice if it is determined that the other party is not complying with the terms of the agreement, has exceeded the scope of the agreement, and/or commits a material breach of the agreement. Unless unilaterally terminated, this agreement begins _____, 2008, and continues through July 31, 2008.
- D. Neither party will assign this Agreement or any portion thereof.
- E. The scope of this agreement is expressly limited to the inspection of certain lodging establishments located in Rapid City and mutually determined by RC and DOH. This agreement does not confer any authority to RC regarding the licensure of lodging establishments and/or the collection of fees from lodging establishments. This agreement does not confer any authority on RC to deny, suspend, or revoke a lodging establishment license issued under SDCL chapter 34-18. DOH expressly retains the ultimate regulatory authority of lodging establishments located in Rapid City.
- F. All notices or other communications required by this Agreement shall be in writing and sent to Patricia Pummel, ACE Director/Code Enforcement Officer for the City of Rapid City, 300 6th Street, Rapid City, SD, 57701, on behalf of RC, and to Clark Hepper, the DOH Administrator for the Office of Health Protection, 615 East 4th Street, Pierre, SD 57501, on behalf of DOH, or an authorized designee.

The parties signify their agreement by signing below:

CITY OF RAPID CITY:

DEPARTMENT OF HEALTH:

 Alan Hanks (date)
 Mayor
 City of Rapid City
 300 6th Street
 Pierre, SD 57501
 (605) 394-4110

 Doneen B. Hollingsworth (date)
 Secretary of Health
 Department of Health
 600 East Capitol Avenue
 Pierre, SD 57501-2536
 (605) 773-3361