

**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 providing those information technology (IT) services to the Pennington County Sheriff's Office (PCSO) that are currently provided by the PCSO's IT staff. The City agrees to ensure that those IT needs for the PCSO are met in a timely and professional manner.

2. Two existing County employees (2 County FTEs) that are tasked with IT services for the PCSO shall remain as County employees.

3. The City's Information Technology Officer or designee shall be the direct supervisor of the 2 County FTEs and any City FTEs that will perform IT services for the County.

4. The County agrees to pay Seventy-nine Thousand, Two Hundred Seventy-nine Dollars (\$79,279) per year of IT services provided by the City. This amount shall be prorated for 2009 to the percentage of the total that corresponds to the portion of the year remaining after the Agreement is entered. This amount shall be negotiated on an annual basis. During negotiations and pending any agreement on a new amount for yearly IT services, the previous year's agreement shall continue in effect unless this Agreement is terminated. Nothing in this provision shall prohibit the parties from negotiating and implementing a multi-year agreement or payment scheme. All payments hereunder shall be billed by the City and paid by the County on a quarterly basis.

5. The new City FTEs shall be employed by the City only for such time as the County reimburses the City for the actual expenses. Should the County decide to eliminate the funding for the positions, the new City FTEs may be terminated at the option of the City.

Additionally, upon the elimination of said funding, the City would no longer be obligated to provide information technology services to the PCSO.

6. IT equipment and software purchases that are for the primary benefit of the PCSO will be 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.

7. The County or the City may terminate this Agreement at any time by providing the other party with 60 days written notice.

8. 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 ____ day of _____, 2009.

CITY OF RAPID CITY

PENNINGTON COUNTY SHERIFF

Mayor

Sheriff

Attest:

Finance Officer