

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF RAPID CITY AND  
THE PENNINGTON COUNTY SHERIFF'S OFFICE  
REGARDING DETOXIFICATION SERVICES**

This Memorandum of Understanding Regarding Detoxification Services (the "MOU") is made and entered into by and between the City of Rapid City, a South Dakota municipal corporation, located at 300 Sixth Street, Rapid City, South Dakota 57701 (the "City"), and the Pennington County Sheriff's Office, an Office of Pennington County, South Dakota, with its principal office located at 300 Kansas City Street, Rapid City, South Dakota 57701 ("PCSO").

WHEREAS, City/County Alcohol & Drug Programs ("CCADP") is a division of the PCSO; and

WHEREAS, the Mission of CCADP is to enhance the quality of life for individuals and families affected by substance abuse and mental health needs; and

WHEREAS, one of the services provided by CCADP to that end is social setting detoxification (also referred to herein as "detox"); and

WHEREAS, CCADP's residential detoxification program provides 24-hour supervision, observation, and support for clients who are intoxicated or experiencing withdrawal;

WHEREAS, the City and the County have in the past, and desire to continue to work jointly to continue to support CCADP and its detox services; and

WHEREAS, the parties desire to memorialize the arrangement between the PCSO and the City by entering into this MOU; and

WHEREAS, the parties desire to enter into this MOU to reduce their mutual covenants to writing.

NOW, THEREFORE, it is agreed as follows:

1. Recitals. The recitals set forth above constitute an integral part of this MOU and are incorporated herein by this reference as if fully set forth herein as agreements of the parties.

2. Services. The CCADP Division of the PCSO agrees to continue to provide to the community of the City of Rapid City the following facilities and services related to detoxification:

- a. Clinically Managed Detoxification services in a social setting in compliance with the Administrative Rules of South Dakota utilizing the American Society of Addiction Medicine Patient Placement (ASAM) criteria;
- b. Social setting detox with twenty-six (26) beds available to clients not requiring the full resources of medically monitored patient detox;
- c. Detox services for individuals who are experiencing mild to moderate acute withdrawal symptoms or are intoxicated will be provided a safe, secure environment with close monitoring by trained staff to achieve initial recovery from the effects of drugs and alcohol;
- d. CCADP will maintain a written agreement with a physician licensed by the State of South Dakota to serve as the medical director;
- e. CCADP will maintain a written affiliation agreement for the provision of emergency, inpatient and ambulatory medical services with a licensed hospital serving the community of Rapid City, South Dakota; and
- f. CCADP will maintain an Advisory Board to provide oversight and ensure the policies and activities of the agency address community concerns and other

interests. The Advisory Board will meet quarterly and maintain meeting minutes.

The Advisory Board will consist of ten members from the community who have vested interests in the community needs in regard to alcohol and drug abuse to include a former client or family member of a former client.

3. Funding. The CCADP receives in any given fiscal year a varying amount of funding from the State of South Dakota and the United States Government (the “state and federal funding”). The City agrees that in exchange for the services outlined in Paragraph 2 above, it shall fund 50 percent of the budget difference that remains after accounting for state and federal funding the CCADP receives each year this MOU is effective. The PCSO anticipates that Pennington County will also fund 50 percent of the budget difference that remains after accounting for state and federal funding the CCADP receives each year this MOU is effective. Each year this MOU is effective the CCADP’s proposed budget shall be submitted to the City on or before April 15, and the City’s proposed appropriation to the CCADP shall be submitted to the PCSO on or before September 15.

4. Appropriations. The provisions of this MOU that require the City to expend funds are expressly made subject to appropriation by the City. Each and any time the City elects to appropriate funding to the PCSO, such funding is provisional upon the availability of the public funds appropriated.

5. Payment. For each annual appropriation by the City under this MOU, the PCSO shall invoice the City in twelve (12) equal monthly installments, to be paid by the City within forty-five (45) days of receipt of each monthly invoice.

6. Relationship between the Parties. This MOU does not create an employment relationship between the City of Rapid City and the PCSO's officers, directors, agents or employees. Nothing contained in this MOU is intended to create a partnership, joint venture, or other legal entity. No agent of the PCSO shall be the agent of the City.

7. Indemnification. The PCSO agrees to defend, hold harmless, and indemnify the City from any and all legal liability, including reasonable attorney fees, in respect to bodily injury, death, and property damage arising from the negligence of the PCSO, its officers, directors, agents, volunteers, and employees in the execution of services related to this MOU.

8. Effective Date, Term, and Renewal. This MOU shall be effective upon execution by both parties, and shall be effective through calendar year 2015. Thereafter, this MOU shall be automatically renewed for successive calendar years unless either party gives one-hundred eighty (180) days written notice of intent not to renew.

9. Termination. This MOU may be terminated without cause by either party.

10. Notices. All notices given hereunder shall be made by hand delivery or certified mail, return receipt requested, to the parties at the following addresses:

City of Rapid City  
Attn: Finance Officer  
300 Sixth Street  
Rapid City, SD 57701

Pennington County Sheriff's Office  
Attn: Sheriff  
300 Kansas City Street  
Rapid City, SD 57701

11. Non-discrimination. The PCSO shall not on the grounds of race, color, sex, creed, religion, ancestry, national origin or disability discriminate or permit discrimination against any person or group of persons, in any manner prohibited by local, state or federal laws.

12. Waiver. The failure by one party to require performance of any provision herein shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this MOU constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

13. Amendment. This MOU may only be amended by a written document duly executed by both parties.

14. Assignment. PCSO may not delegate or assign, either in whole or in part, any of its rights and obligations under this MOU without written authority from the City.

15. Entire Agreement and Binding Effect. This MOU constitutes the entire agreement between the parties, and supersedes all prior negotiations, agreements and understandings, whether oral or written. This MOU is binding upon, and shall inure to the benefit of the parties themselves, as well as their respective representatives and successors.

16. Counterparts. This MOU may be executed in counterparts; each such counterpart shall be deemed an original and when taken together with other signed counterparts, shall constitute one MOU.

17. Severability. If any provision of this MOU is held unenforceable by a court of competent jurisdiction such holding shall not affect the remaining provisions of this MOU, which shall remain in full force and effect.

18. Headings. The headings and numbering of the different paragraphs of this MOU are inserted for convenience only and are not to control or affect the meaning, construction or effect of each provision.

19. Construction and Venue. This MOU shall be interpreted under the laws of the State of South Dakota. Any litigation under this MOU shall be resolved in the Circuit Court of Pennington County, South Dakota.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF RAPID CITY:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Finance Officer

(SEAL)

PENNINGTON COUNTY SHERIFF'S OFFICE:

\_\_\_\_\_  
By: Kevin Thom

Its: Sheriff

STATE OF SOUTH DAKOTA     )  
  )ss.  
COUNTY OF PENNINGTON    )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to be the Sheriff of the Pennington County Sheriff's Office, a Department of Pennington County, South Dakota, and that as such Sheriff, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Pennington County Sheriff's Office, as Sheriff.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)

\_\_\_\_\_  
Notary Public, South Dakota  
My Commission Expires: \_\_\_\_\_