

02-

02-070  
ONGOING



# Pennington County Sheriff's Office

## Warrants Division

300 Kansas City Street Rapid City, SD 57701-2889  
Ph. 605-394-6117  
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Don Holloway  
Sheriff

### MONTH-TO-MONTH LEASE MEMORANDUM OF UNDERSTANDING RAPID VALLEY SUB-STATION

1. The Rapid Valley Sanitary District agrees to provide the Pennington County Sheriff's Office with office space in their building located at 4611 Teak Drive for the purpose of establishing a law enforcement sub-station to serve the Rapid Valley area.
2. The Rapid Valley Sanitary District agrees to waive rent charges for the designated office space. However, each of the parties acknowledges good and valuable consideration for the mutual promises herein.
3. The Pennington County Sheriff's Office agrees to pay for all utilities, including phone service for the designated office space. Utility fees will be based upon square footage of office space allotted.
4. The Pennington County Sheriff's Office will be responsible for damages, routine maintenance and upkeep of the allotted office space.
5. The Pennington County Sheriff's Office shall be responsible for all furnishings. All furnishings will remain the property of the Sheriff's Office unless otherwise designated and agreed upon by all parties. Outside signage will be permitted by mutual agreement.
6. No structural alteration of the designated office space will be permitted without the expressed approval of the Rapid Valley Sanitary District.
7. The agreement will be effective upon signing by both parties and may be terminated with 30 day written notice by either party. Review may be requested by either party at any time during the life of the agreement.
8. See Addendum A attached for additional provisions.

*Don Holloway* 5-22-02  
 \_\_\_\_\_  
 Pennington Co. Sheriff's Office      Date

*Jan L. Jester* 5-15-02  
 \_\_\_\_\_  
 Rapid Valley Sanitary District      Date

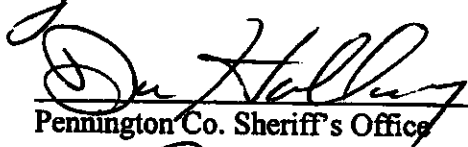
**ADDENDUM A**

**ADDITIONAL TERMS AND CONDITIONS TO  
MONTH-TO-MONTH LEASE/  
MEMORANDUM OF UNDERSTANDING/  
RAPID VALLEY SUB-STATION  
DATED 5-15-02**

The Pennington County Sheriff's Office and Rapid Valley Sanitary District agree to the following additional provisions pertaining to said Month-to-Month Lease:

1. Lessee shall save and hold Lessor harmless from and defend Lessor against any and all claims or liability arising out of Lessee's use of the premises, for any injury or damage to any person or property whatsoever occurring in, on or about the leased premises.
2. Lessor and Lessee respectively, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, do each herewith and hereby release and relieve the other, and waive their entire claim of recovery for loss, damage or injury arising out of or incident to fire, wind, hail, water damage, or other perils included in standard insurance policies with all risk coverage in, on or about the premises, whether due to the negligence of any of said parties, their agents or employees or otherwise.
3. Lessee agrees that this lease and any rights of Lessee hereunder, are not assignable to any other party without the express written consent of Lessor.
4. Lessee shall be entitled to three (3) parking stalls in the immediate area of the leased premises, same of which shall be considered part of the leased premises, and for the exclusive use of Lessee.

Dated this 15 day of May, 2002.

  
Pennington Co. Sheriff's Office

5-22-02  
Date

  
Rapid Valley Sanitary District

5-15-02  
Date