



**DEPARTMENT OF MILITARY
AND VETERANS AFFAIRS
EMERGENCY MANAGEMENT**

500 East Capitol
Pierre, South Dakota 57501-5070
(605) 773-3231
FAX: (605) 773-3580

LF032702-02

February, 20, 2002

Mike Holmes, Chairman
Pennington LEPC
10 Main Street
Rapid City, SD 57701

Dear Mr. Holmes:

Enclosed is a contract for \$1,981.00 to provide funding for T.J. Nicolai, a member of the Rapid City-Pennington County Haz Mat Team, to attend training at Pueblo, Colorado. This agreement will be completed by May 10, 2002.

Please sign your name in the Consultant signature block and include your association's identification number. I ask that you return the signed contract to me as soon as possible.

Thank you for your cooperation. If there are any questions regarding this contract, please call me at (605) 773-3231.

Sincerely,

ARDEN R. RAPP
Hazardous Materials Coordinator

Enclosure

**STATE OF SOUTH DAKOTA
CONSULTANT CONTRACT/LETTER OF AGREEMENT
FOR CONSULTANT SERVICES**

BETWEEN

Pennington County HAZMAT Team
Mr. Mike Holmes, Captain
10 Main St
Rapid City, SD 57701-2879
Referred to as Consultant

SD EMERGENCY MANAGEMENT
Referred to as State

The State hereby enters into an Agreement for Consultant Services with the Consultant.

I. THE CONSULTANT

- A. The Consultant services on this agreement shall commence on May 6, 2001 and end on May 10, 2001.
- B. Is the Consultant a full or part time employee of the State? YES ___
NO X
- C. Will Consultant use State equipment, supplies or facilities? YES ___
NO X
- D. The Consultant agrees to:
Provide funding for T.J. Nicolai, Pennington County Hazmat team member, to attend the Advance Technician course at Pueblo, Colorado. On completion of the training activities, a copy of the agenda and a class participant roster will be provided to the State. The Consultant is responsible to provide a 25% hard or in-kind match share for the funds requested.
- E. The Consultant agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits damages, liability or other proceedings which may arise as a result of performing services thereunder. This section does not require the Consultant to be responsible for or defend against claims or damages arising solely from acts or omissions of the State, its officers or employees.

II. THE STATE

- A. The State will make payment for services upon satisfactory completion not to exceed \$1,981.00.
- B. Will the State pay contractor expenses as a separate item? YES ___ NO X.
- C. TOTAL CONTRACT AMOUNT (Not to Exceed) \$1,981.00.
- D. The State agrees to: None

III. OTHER PROVISIONS

- A. **AMENDMENT PROVISION:** This contract contains the entire agreement between the parties, and is subject to and will be construed under the laws of the State of South Dakota, and may be amended only in writing signed by both parties.
- B. **TERMINATION PROVISION:** This agreement can be terminated upon thirty (30) days written notice by either party and may be terminated for cause by the State at any time with or without notice.
- C. **INSURANCE PROVISION:** The State requires the following insurance provision. The consultant agrees, at its sole cost and expense, to maintain adequate general liability, worker's compensation, professional liability and automobile liability insurance during the period of this agreement.
- D. **DEFAULT PROVISION:** This agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. This agreement will be terminated by the State if the Legislature fails to appropriate funds or grant expenditure authority. Termination for this reason is not a default by the State nor does it give rise to a claim against the State.

IV. In witness hereto the parties signify their agreement by affixing their signatures hereto.

Walter Johnson 2-21-02 _____
Consultant Signature Date Authorized State Signature Date

State Agency Coding Center: _____ Account: _____

State contact person: Arden R Rapp, 605-773-3231

Consultant social security or employer number: 46-6000-381

SDCL 1-24A-1 states that a copy of all consulting contracts shall be filed by the agency with the State Auditor within five days after such contract is entered into and finally approved by the contracting parties. For further information about consulting contracts, see the State Auditor's policy handbook.