



CITY OF RAPID CITY

RAPID CITY, SOUTH DAKOTA 57701

Department of Fire and Emergency Services

10 Main Street

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LF012804-08

January 13, 2004

TO: Maggie Paul, Legal Assistant
FROM: Frankie *fh*
RE: Legal and Finance Agenda Item

Please place the following item on the next upcoming agenda:

Authorize the Mayor and Finance Officer to sign Intergovernmental Agreement for Hazardous Material Emergency Assistance with the following entities:

Hughes County	Harding County
Meade County	Custer County
Lawrence County	Fall River County
Butte County	

A copy of the agreement is attached.

If you have any questions, please contact me, or BC Mike Holmes.

INTERGOVERNMENTAL AGREEMENT FOR HAZARDOUS MATERIALS EMERGENCY ASSISTANCE

This agreement made and executed this ____ day of _____, of the year _____, between the Rapid City Department of Fire and Emergency Services, Pennington County, South Dakota and the County of _____, South Dakota, shall remain in effect until terminated by the parties to this agreement. Any party to this agreement may withdraw at any time upon sixty (60) days written notice to all other parties.

SECTION 1 PURPOSE OF AGEEMENT

The purpose of this Intergovernmental Agreement is to enable the requesting party to receive assistance in responding to emergency situations involving hazardous materials. This agreement is executed pursuant to SDCL 1-24-8, 33-15-33, and South Dakota State Constitution Article IX, Section 3.

SECTION 2 PARAMETERS OF AGREEMENT

Hazardous materials assistance, if available, shall be rendered upon request subject to the responding department's good faith discretion that such rendering of assistance will not downgrade the responding department's ability to respond to its community's immediate need.

SECTION 3 ADMINISTRATION OF AGREEMENT

The administration of this agreement shall be the joint responsibility of both parties hereto which are authorized to enter into emergency aid assistance operations as they, in their professional opinion, feel are beneficial and necessary for the public health, safety and welfare of their respective communities.

SECTION 4 ACCOUNTING

Pursuant to SDCL 33-15-8.3, the receiving political subdivision shall reimburse the responding political subdivision for all supplies used, the expenses of all equipment used, and compensation paid all officers and members of such forces employed during the emergency situation. The receiving political subdivision shall reimburse the responding subdivision for all actual traveling and maintenance expenses of such officers and members while rendering such aid plus any and all other costs associated with rendering such emergency aid to the receiving political subdivision.

**SECTION 5
SUBSCRIPTION COSTS FOR HAZARDOUS MATERIALS
EMERGENCY AID**

The rendering party to this agreement shall pay Fifteen Hundred Dollars (\$1500) per year for the availability of the hazardous materials team. All costs set forth in this Section shall be due and payable to the City of Rapid City Finance Office, 300 6th St, Rapid City, SD 57701 no later than March 15, of each year.

**SECTION 6
INSURANCE**

The receiving political subdivision shall reimburse the responding political subdivision for any and all costs of all-insurance covering such officers and members while rendering emergency aid assistance. The rendering of assistance shall include traveling to and from such locations of emergency site. The receiving political subdivision shall reimburse the responding political subdivision for any damage or loss to equipment or supplies furnished while so engaged. Any claim for such reimbursement, loss, damage or expense in the use of equipment or supplies or for additional expenses incurred in the operations or maintenance thereof shall not be allowed unless within ninety (90) days after detection of claim, an itemized notice of such claim verified by an officer or employee of the responding political subdivision, having knowledge of the facts, is presented to authorities of the receiving political subdivision.

**SECTION 7
LIABILITY**

The responding political subdivision shall be held harmless and indemnified by the receiving political subdivision as to any and all claims brought against it by anyone, stemming from or related to such services rendered except for acts of willful misconduct.

We have read and fully understand and agree to the provisions set forth in this agreement.

Dated this ____ day of _____, in the year _____.
CITY OF RAPID CITY

By _____
Rapid City Mayor

By _____
Rapid City Fire Chief

ATTEST:

Rapid City Finance Officer

By _____
Lawrence County Commission
Chairperson