

# **Agreement for Emergency Response of the Pennington County/Rapid City Mobile Command Center**

This agreement made and entered into by the Pennington County Sheriff's Office, Rapid City Police Department, and Rapid City Fire Department to obtain funding from the State of South Dakota, Department of Public Safety, Office of Homeland Security for the purchase of a Mobil Command Center.

The party to this agreement, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

## **Section One Purpose**

The purpose of this Agreement is to enable agencies to receive emergency assistance in the form of delivery, set up, and use of the Pennington County/Rapid City Mobile Command Center, to mitigate Homeland Security incidents, Law Enforcement and Fire incidents, or other emergencies being experienced by a requesting agency.

## **Section Two Initiating Requests**

Emergency response of the Mobile Command Center requests will be made to one of the following officials or their designee: The Rapid City Police Department (RCPD) Chief of Police, the Rapid City Fire Department (RCFD) Fire Chief, or the Pennington County Sheriff. Response shall be subject to the department's good faith discretion that the response will not compromise the ability to respond to the immediate needs of Rapid City or Pennington County. The parties shall not be obligated to respond to every emergency as requested. The response of the Mobile Command Center will be limited to emergency situations.

## **Section Three Priority of Requests**

In the event two or more incidents arise at approximately the same time, the parties will prioritize the requests and will assign resources as determined by the Chief of Police, Fire Chief, Sheriff or his/her designee.

## **Section Four Typical Response**

The Mobile Command Center will respond as approved by the Chief of Police, Fire Chief, or Sheriff. A designated employee will stay with the Mobil Command Center at all times. This staff member will be furnished at the expense of Pennington County and/or Rapid City for the first two operational cycles, or 12 hour shifts after the Mobil Command Center has been activated. After two operational cycles, or 12 hour shifts, the

requesting agency will be responsible for the expense of having a staff member stay with the vehicle.

**Section Five  
Payment or Reimbursement of Costs**

Mobile Command Center Mileage shall be reimbursed using the Internal Revenue Service Federal business mileage. Other reimbursable expenses include:

- Equipment and/or materials expended or damaged due to the incident response at market replacement or repair cost.
- Salaries at the published salary rates to include overtime expenses.
- Meal and lodging costs at the published State rates.

Reimbursement or restitution from the responsible party or criminal suspect is billed by the county or jurisdiction requesting the assistance. The requesting jurisdiction shall be responsible to reimburse the responding agency within sixty (60) days of invoice. This excludes State and Federal declared disasters.

**Section Six  
Liability**

In the event any civil case arises, or is threatened, the requesting party shall defend, indemnify and hold harmless the City of Rapid City/responding party and Pennington County, including all the of the City and County Officers, employees, members, agents, and representatives from and against any and all liability, claims, damages, actions, judgments, losses, costs, and expenses, including costs of litigation and attorney’s fees, whether at law, in equity, before an administrative agency or otherwise, arising from the acts or omissions of the responding party, it’s officers, employees, agents, and representatives under this agreement.

**Section Seven  
Effective Period**

This Agreement, unless terminated as stated below, shall be in full force from the date the Pennington County Mobil Command Post vehicle is titled and will remain in perpetual effect. The agreement may be modified by agreement of all parties. Any agreed modification must be in writing. Request for modification shall be in writing and include any desired language changes.

**Section Eight  
Termination**

Any party may terminate this agreement at any time for cause upon written notice either delivered or mailed by certified US mail to the address set forth below, for such party. The notice shall give a reasonable period of time to cure the breach. Such notice shall be

given at least thirty (30) days before the effective date of termination, and the date of termination shall be stated in the notice.

**Section Nine  
Amendment**

This agreement may only be amended by written instrument duly executed by the parties hereto.

**Section Ten  
Provision for Care of Vehicle**

It will be the responsibility of the Pennington County or its designated representative to title, store, insure, and maintain the Mobile Command Center.

In Witness hereto the Pennington County Sheriffs Office and other county and local official(s) as needed signify their agreement to this document by affixing their signatures hereto:

CITY OF RAPID CITY

\_\_\_\_\_  
Mayor

ATTEST:

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

(SEAL)

\_\_\_\_\_  
Don Holloway, Pennington County Sheriff                      Date

\_\_\_\_\_  
Craig Tieszen, Rapid City Police Chief                      Date

\_\_\_\_\_  
Gary Shepherd, Rapid City Fire Chief                      Date

In Witness hereto the **State of South Dakota** acknowledges receipt this agreement and the affixed signatures:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date