

**AGREEMENT BETWEEN THE CITY OF RAPID CITY AND THE RAPID VALLEY VOLUNTEER FIRE DEPARTMENT**

THIS AGREEMENT (“Agreement”) is executed this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between the City of Rapid City, SD, (“City”), and The Rapid Valley Volunteer Fire Department, (“Rapid Valley”) a nonprofit organization organized under the laws of the State of SD.

WHEREAS, the City has a need for a Phase I Flashover Simulator and Phase II Fire Attack Simulator; and

WHEREAS, Rapid Valley owns a Phase I Flashover Simulator and Phase II Fire Attack Simulator; and

WHEREAS, the City desires to use Rapid Valley’s Phase I Flashover Simulator and Phase II Fire Attack Simulator for training purposes and Rapid Valley desires to allow the City to use such equipment for said purpose according to the terms and conditions set forth herein;

WHEREAS, the City and Rapid Valley desire to ensure the maximum cooperation between the two entities; and

WHEREAS, the City and Rapid Valley need to clarify their respective rules and responsibilities regarding the use of the Phase I Flashover Simulator and Phase II Fire Attack Simulator, and

WHEREAS, the Common Council finds that an agreement for the use of Rapid Valley’s Phase I Flashover Simulator and Phase II Fire Attack Simulator is appropriate and in the best interests of the City.

NOW, THEREFORE, in consideration of the mutual covenants, stipulations and provisions herein contained, the legal sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- 1). During the term of this Agreement, Rapid Valley shall allow the City to use the Flashover Simulator and Phase II Fire Attack Simulator at times as agreed by both parties.
- 2). Rapid Valley equipment shall be maintained by Rapid Valley and kept in good repair.
- 3). Rapid Valley shall maintain its own insurance covering the equipment.
- 4). The City shall at all times keep Rapid Valley informed as to the identity of all persons who may operate the equipment.

- 5). Rapid Valley will provide the City with information necessary to satisfy inquiries and applications with insurers of the City.
- 6). The City hereby agrees to operate Rapid Valley's equipment in accordance with the Safety Guidelines and Precautions of Rapid Valley Volunteer Fire Department Flashover Simulators.
- 7). The City shall be responsible for insurance for City personnel for personal injury or property damage to any persons or property.
- 8). The City will use the equipment as part of its training program and all employees of the City using the equipment will be covered under the City's Workmen's' Compensation Insurance to the extent allowed under the law.
- 9). The City shall hold Rapid Valley harmless from any liability in connection with injury to persons or damage to property arising out of the operation by the City.
- 10). The City or Rapid Valley may at anytime during the duration of this agreement, may request to be released from this agreement.
- 11). All notices, demands, and other communications required or permitted under the provisions of this Agreement ("notice") shall, unless otherwise specified, be in writing, sent by hand delivery, or by certified first class mail, postage prepaid, with return receipt required, to the following addresses:

As to the City:  
Mayor  
City of Rapid City  
300 6<sup>th</sup> St.  
Rapid City, SD 57701

As to Rapid Valley Volunteer Fire Department:  
5500 East Highway 44  
Rapid City, SD 57703

or to such other address in the United States as the party to whom the notice is sent shall have designated in writing in accordance with the provision of this Agreement. Any such notice sent by mail shall be deemed effective when received. Any party to this Agreement may change its address by giving the other party written notice of its new address as herein provided.

- 12). This Agreement contains all the promises, agreements, conditions, inducements, and understandings between the City and Rapid Valley as to the matters contained herein and covered hereby. There are no promises, agreements, conditions, understandings, inducements, warranties, or representations, oral or written, express or implied, between

them other than as herein set forth other than as may be expressly contain in any written agreement executed by the parties hereto, or instruments executed by one party hereto and accepted by the other party hereto. All discussion leading up to and in consideration of this Agreement has been merged into this document.

13). If any provision of this agreement or its application to any person or circumstances is invalid or unenforceable, the remainder of this agreement and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby. Each provision of this agreement shall be valid and enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first written above.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
RAPID VALLEY VOLUNTEER  
FIRE DEPARTMENT

FEDERAL TAX ID NO.46-6019441

ATTEST:

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

(SEAL)