



CITY OF RAPID CITY

300 SIXTH STREET
RAPID CITY, SOUTH DAKOTA 57701

PARKS AND RECREATION DEPARTMENT

Jerry W. Cole,
Director
(605) 394-5225

Jeri Lynn
Administrative
Assistant
(605) 394-5225

Lon VanDeusen,
Parks & Cemetery
Manager
(605) 394-5307

Doug Lowe,
Recreation Manager
(605) 394-6161

James (JJ) Walraven
Golf Superintendent
(605) 394-4199

Duncan Olney
Aquatic Manager
(605) 394-5223

Parks and Recreation Memo

Date: February 8, 2007

To: Rapid City Council

From: Duncan Olney, Aquatic Division Manager

Subject: To direct Mayor and Finance Officer to sign agreements awarding quotes for security and sound/paging systems at the Swim Center to KT Connections, Inc.

Purpose: To direct the Mayor and Finance Officer to sign agreements to proceed with the Swim Center's quotes for the security and sound systems budgeted for 2007 from Vision 2012 Fund.

Information:

1. Council approved \$495,000.00 for Roosevelt Park Improvements for 2007 in the current round of Vision 2012 funding
 - a. Council increased this funding to \$ 560,000.00 to allow the installation of a security and sound system at the Swim Center
2. State law does not require a formal RFP for Building modification projects under \$ 50,000.
3. Quotes for the Sound/Paging System are as follows (awarded in yellow):

a. KT Connections, Inc	\$ 16,944.84
b. Gold West Technology	\$ 16957.69
c. Amick Sound, Inc.	\$ 16975.00
d. Haggerty's Music	\$ 17850.00
4. Quotes for the Security System are as follows (awarded in yellow):

a. KT Connections, Inc.	\$ 28,955.25
b. Knight Security	\$ 29,406.08
c. Golden West Technology	\$ 31,487.92
d. Black Watch, Inc.	\$ 45,719.43
5. Completion dates is requested to be mid May 2007.

Recommendation: Approve quotes and direct the Mayor and Finance Officer to sign agreements with KT Connections, Inc.

AGREEMENT BETWEEN THE CITY OF RAPID CITY
AND KT CONNECTIONS, INC
SWIM CENTER SOUND AND PAGING SYSTEM

- 1) This Agreement is entered into this ____ day of _____, 20__, by and between the City of Rapid City, 300 Sixth Street, Rapid City, SD 57701, a municipal corporation organized under the laws of the state of South Dakota, hereinafter referred to as the "City," and KT Connection, Inc, 829 Quincy St., Suite A, Rapid City, SD 57701, hereinafter referred to as the "contractor."
- 2) This Agreement together with attached Informal Quotations and Project Plan constitutes the entire agreement between the City and the Contractor and supersedes all prior written or oral understandings.
- 3) The Contractor agrees to indemnify, defend and hold the City harmless against all liability, loss, damage, costs, and expenses including, but not limited to, costs of defense and reasonable attorney's fees, which the City may hereafter suffer itself or pay to another party by reason of any claim, action, or right of action, at law or in equity, arising out of willful misconduct, error, omission or negligent act of the Contractor and resulting in injury (including death) to any person or damage to any property to the extent such are caused by or are alleged to be caused by the Contractor or its employees, any subcontractor or its employees, or any person, firm, partnership, or corporation employed or engaged by the Contractor.
- 4) The Contractor is an independent entity and not an employee, agent, or partner of the City.
- 5) The Contactor shall obtain and maintain at its expense the following minimum limits of occurrence-based insurance coverage for the duration of this Agreement.

<u>Type of Coverage</u>		<u>Minimum Limits of Coverage</u>
A.	Workers' Compensation	Statutory
	Employer's Liability	\$1,000,000
B.	Comprehensive General Liability (including Contractual Liability and Completed Operations)	
	Bodily Injury and Property Damage	\$1,000,000 each occurrence
	Combined Single Limit	\$1,000,000 aggregate
C.	Comprehensive Automobile Liability (when applicable)	
	(Owned, Hired, and Non-owned Vehicles)	\$1,000,000 each person
	Bodily Injury and Property Damage	\$1,000,000 each accident
	Combined Single Limit	\$1,000,000 each occurrence

Such insurance policies shall name the City of Rapid City as an additional insured with respect to all activities arising out of the performance of the work and/or services under this Agreement. Acceptable Certificates of Insurance and Endorsements confirming the

above coverage shall be filed with the City before commencing any work and/or services. Such Certificates shall afford the City thirty (30) days written notice of cancellation or of a material change in coverage. The City's failure to obtain from the Contractor a Certificate of Insurance conforming to the foregoing requirements shall not be deemed a waiver of any of the foregoing requirements. This paragraph shall in no way limit the provisions of the indemnity section.

6) The parties agree that the terms of this Agreement shall be governed by the laws of the State of South Dakota. In the event of any conflict of laws, the law of the State of South Dakota shall be controlling. Any legal action arising out of or relating to this agreement shall be brought only in the Circuit Court of the State of South Dakota, Seventh Judicial Circuit, located in Rapid City, Pennington County, South Dakota.

7) The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of the other provisions hereof. If any portion of this Agreement is unenforceable for any reason whatsoever, such provision shall be appropriately limited and given effect to the extent that it may be enforceable.

Dated this _____ day of _____, 2007.

By: _____

Its: _____

CITY OF RAPID CITY

Parks and Recreation Director

Mayor

ATTEST:

Finance Officer