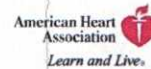


April 4, 2012



Midwest Affiliate
PO Box 229
Mt Vernon, SD 57363
Tel. (605) 630-9859
Fax (605) 236-1473
www.americanheart.org

Rapid City Department of Fire and EMS
10 Main Street
Rapid City, SD 57701

Dear EMS Manager:

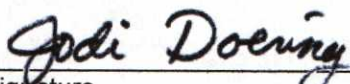
I am pleased to announce that the American Heart Association, Inc. – Midwest Affiliate ("AHA") hereby awards a grant to Rapid City Department of Fire & Ems ("COMPANY"), subject to the following terms and conditions:

1. The grant is for the period from November 15, 2010 through April 15, 2013. Upon submission to AHA of the signed grant agreement, AHA agrees it will deliver equipment and pay COMPANY \$100,000 in accordance with the payment schedule outlined in Attachment A.
2. COMPANY is legally incorporated in the STATE of South Dakota, is a corporation in good standing with the State of South Dakota at the time of this grant agreement, and agrees it will maintain this status throughout the term of this Agreement. If COMPANY is a non-profit organization, COMPANY confirms further it is not a Type III supporting organization within the meaning of IRC Section 4943(f)(5)(A).
3. COMPANY will use grant funds only for activities that are consistent with its grant application submitted to the AHA and as outlined in Attachment A. COMPANY will not use the grant funds for political support or to carry on lobbying efforts of propaganda, or to otherwise attempt to influence any legislation, within the meaning of IRC Section 4945 and the Treasury Regulations thereunder. Further, COMPANY will not use grant funds to engage in, support or promote violence, terrorist activity or related training of any kind.
4. No substantial variances, including the timing of expenditures, will be made from the grant application or the schedule outlined in Attachment A without the AHA's prior written approval.
5. COMPANY will inform the AHA immediately of (i) any change in or challenge to its corporate status, adverse change in its standing with the State of South Dakota, or if it becomes a Type III supporting organization, (ii) any change in its organizational leadership or key personnel or (iii) any material change or adverse development relative to its financial condition, operations, activities or affairs. No payment hereunder shall be required to be made at any time after COMPANY ceases to be a legal corporate entity, has an adverse change in its standing with the State of South Dakota or if it becomes a Type III Supporting Organization.
6. COMPANY will have full control of the disposition of the grant and accepts responsibility for complying with this agreement's terms and conditions. This grant is earmarked for COMPANY and may not be transferred to any other entity or person, except as may be specified in the grant application or Attachment A. COMPANY will maintain a separate accounting of the use of grant funds to enable confirmation of its proper expenditure of the grant funds.
7. COMPANY will submit an annual report outlining its progress towards the plans outlined in the grant application and a summary of how the grant funds have been expended. These reports are due 60 days after the end of each year starting with the year ended November 15, 2010.
8. COMPANY acknowledges and agrees that any equipment provided hereunder by AHA will, upon delivery, be owned by COMPANY, and COMPANY solely will be responsible for the upkeep, maintenance, repairs, safety, insurance and operability of such equipment. COMPANY also

acknowledges and agrees that the AHA does not endorse, impliedly or expressly, any brand or manufacturer of any equipment that may be provided hereunder.

9. COMPANY agrees to promptly respond to interim inquiries and requests for information from the AHA regarding uses of the grant funds, compliance with the terms of the grant and progress made towards achieving the goals of the grant.
10. COMPANY acknowledges that the AHA and its representatives have made no actual or implied promise of funding or renewal of funding in addition to amounts provided under this agreement.
11. It is understood that by signing this grant agreement, COMPANY agrees that it will conduct all activities to be funded by this grant in compliance with all applicable United States, state and local laws, as well as in compliance with the laws of any location or jurisdiction in which COMPANY is operating, including applicable anti-terrorist financing and asset-control laws, statutes and executive orders.
12. COMPANY agrees to ensure that all potential recipients and participants of COMPANY's programs and services have access to programs and receive equitable services without regard to race, sex, education, ethnicity, socio-economic status, religion, ability/disability, sexual orientation, gender self-identification, age, country of origin, first language, marital status, citizenship or immigration status.
13. If COMPANY wishes to publicize this grant, COMPANY must contact the AHA at least 2 weeks before the desired date of the publicity for review and approval by the AHA and The Leona M and Harry B. Helmsley Charitable Trust (the "Trust"). COMPANY shall not issue any press releases or otherwise make any public statement referring to this grant or using the AHA's or Trust's name or logo without the prior written consent of the AHA and Trust. The text of all press releases, public announcements, statements, campaign reports or materials that mention the grant must be approved in advance in writing by the AHA and the Trust. COMPANY shall provide the AHA with copies of any and all final press releases, public announcements and/or publications related to this grant. The AHA and the Trust may make information about this grant public at any time on their websites or in presentations or as part of their public reports or documents.
14. COMPANY hereby agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the AHA, the Trust, their officers, employees and agents from and against all claims, liabilities, losses and expenses (including reasonable attorney's fees), directly or indirectly, wholly or partially arising from or in connection with any act or omission of COMPANY, its directors, employees or agents in obtaining or accepting the grant from the AHA, in expending or applying the proceeds of the grant from the AHA, in operating the equipment provided hereunder, or in carrying out the project or programs funded with grant funds from the AHA.
15. If the AHA terminates this grant for cause, or if COMPANY ceases to be a legal corporate entity, or ceases to be in good standing in the State of South Dakota, or becomes a Type III Supporting Organization, COMPANY shall immediately repay the full amount of grant funds that are unspent as of the date of the termination or date its corporate status changes. In addition to the circumstances cited above, the AHA shall have cause to terminate the grant if the purpose of the grant has been fully completed; COMPANY becomes unable to carry out the purposes of the grant; COMPANY uses the grant funds for a purpose other than those set forth in this agreement, unless the AHA has consented in writing to such modification; or COMPANY is in breach of any term of the grant. The AHA reserves the right to request immediate reimbursement of any grant funds used for purposes other than those for which the grant was made or to which the AHA has consented.

For American Heart Association, Inc. – Midwest Affiliate:

	Jodi Doering, SD Mission: Lifeline Director	
Signature	Name/Title	Date

On behalf of COMPANY, I understand and agree to the foregoing terms and conditions of the AHA's grant and hereby certify my authority to execute this agreement.

By:

Signature

Name/Title

Date

ATTACHMENT A

Rapid City Fire Department Ambulance Service

Use of Grant Funds/Payment Schedule:

COMPANY will be paid \$100,000 within 14 business days of receipt of the signed grant agreement. These funds are to be utilized as follows:

- \$100,000 to be used for the purchase of 5- 12-lead EKG monitors, monitor upgrades, and transmission of those 12 leads in a STEMI system of care.