

**STATE OF SOUTH DAKOTA
REIMBURSEMENT CONTRACT FOR
U.S. DEPARTMENT OF JUSTICE EQUIPMENT PROGRAM**

BETWEEN

RAPID CITY DEPARTMENT OF FIRE AND
EMERGENCY SERVICES
C/O GARY SHEPPARD
10 MAIN STREET
RAPID CITY, SD 57701

SOUTH DAKOTA DIVISION OF
EMERGENCY MANAGEMENT
500 EAST CAPITOL AVENUE
PIERRE, SD 57501

REFERRED TO AS THE RECIPIENT

REFERRED TO AS THE STATE

The State hereby enters an agreement to reimburse the Recipient for authorized equipment purchases:

I. THE RECIPIENT

- A. The Recipient agrees to purchase the personal protective, detection, decontamination, and/or communications equipment listed in Appendix A to this document.
- B. The Recipient is responsible for the necessary maintenance, repair, and replacement of the equipment obtained through this agreement.
- C. The Recipient will retain title of the equipment purchased through this program until the useful life of the equipment has been legally depreciated, or written permission to transfer the title has been given by the State, or it becomes depleted through normal use or consumption.
- D. The Recipient is responsible for providing proper training and technical support to those that are assigned to use the equipment purchased through this program.
- E. The Recipient will only purchase the equipment authorized in Appendix A of this document, and will provide the State with documentation proving the purchase of the equipment prior to reimbursement by the State.
- F. The Recipient agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits damages, liability or other proceedings which may arise as a result of performing services thereunder. This section does not require the Consultant to be responsible for or defend against claims or damages arising solely from acts or omissions of the State, its officers or employees.

II. THE STATE

- A. The State will provide funding for the purchase of personal protective, detection, decontamination, and communications equipment as indicated in Appendix A of this document.

- B. TOTAL CONTRACT AMOUNT: Thirty One Thousand Five Hundred and 00/100 dollars. (\$31,500.00). Reimbursement will be made only for the cost of the equipment listed in Appendix A of this document, for a maximum amount of \$31,500.
- C. The State agrees to: None

III. OTHER PROVISIONS

- A. AMENDMENT PROVISION: This document contains the entire agreement between the parties, and is subject to and will be construed under the laws of the State of South Dakota, and may be amended only in writing signed by both parties.
- B. TERMINATION PROVISION: This agreement can be terminated upon thirty (30) days written notice by either party and may be terminated for cause by the State at any time with or without notice.
- C. INSURANCE PROVISION: The State requires the following insurance provision. The Recipient agrees, at its sole cost and expense, to maintain adequate general liability, worker's compensation, professional liability, and automobile liability insurance during the period of this agreement.
- D. DEFAULT PROVISION: This agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. This agreement will be terminated by the State if the Legislature fails to appropriate funds or grant expenditure authority. Termination for this reason is not a default by the State nor does it give rise to a claim against the State.

IV. In witness hereto the parties signify their agreement by affixing their signatures hereto.

Recipient Name (Print)

Authorized State Representative (Print)

Recipient Signature

Date

Authorized State Signature

Date

State Agency Coding Center: _____ Account: _____

Recipient employer number: _____

State contact person: Scott A. Rounds, 605-773-3231