

CITY OF RAPID CITY

RAPID CITY, SOUTH DAKOTA 57701

Department of Fire and Emergency Services

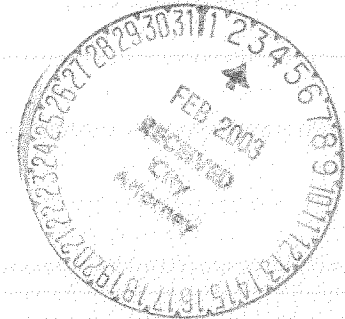
10 Main Street

605-394-4180

Fax: 605-394-6754

LF021203-02

January 31, 2003



TO: Maggie Paul, Legal Assistant
FROM: Frankie Hofer *fh*
RE: Legal and Finance Agenda Item

Please place the following item on the agenda:

Authorize the Mayor and Finance Officer to sign Intergovernmental Agreement for Hazardous Material Emergency Assistance with the following entities:

Custer County

Harding County

Meade County

Lawrence County

Fall River County

Hughes County

Butte County

A copy of the agreement is attached. If you have any questions, please call me.

INTERGOVERNMENTAL AGREEMENT FOR HAZARDOUS MATERIALS EMERGENCY ASSISTANCE

This agreement made and executed this 30th day of January, of the year 2003, between the Fire Department of Rapid City, Pennington County, South Dakota, and the County of LAWRENCE, South Dakota, shall remain in effect until terminated by the parties to this agreement. Any party to this agreement may withdraw at any time upon sixty (60) days written notice to all other parties.

SECTION 1

PURPOSE OF AGREEMENT

The purpose of this Intergovernmental Agreement is to enable the requesting party to receive assistance in responding to emergency situations involving hazardous materials. This agreement is executed pursuant to SDCL 1-24-8, 33-15-33, And South Dakota State Constitution Article IX, Section 3.

SECTION 2

PARAMETERS OF AGREEMENT

Hazardous materials assistance, if available, shall be rendered upon request subject to the responding department's good faith discretion that such rendering of assistance will not downgrade the responding departments ability to respond to its community's immediate need.

SECTION 3

ADMINISTRATION OF AGREEMENT

The administration of this agreement shall be the joint responsibility of both parties hereto which are authorized to enter into emergency aid assistance operations as they, in their professional opinion, feel are beneficial and necessary for the public health, safety, and welfare of their respective communities.

SECTION 4
ACCOUNTING

Pursuant to SDCL 33-15-8.3, the receiving political subdivision shall reimburse the responding political subdivision for all supplies used, the expenses of all equipment used, and the compensation paid to all officers and members of such forces employed during a emergency situation. The receiving political subdivision shall reimburse the responding subdivision for all actual traveling and maintenance expenses of such officers and members while rendering such aid plus any and all other costs associated with rendering such emergency aid to the receiving political subdivision.

SECTION 5
SUBSCRIPTION COSTS FOR
HAZARDOUS MATERIALS EMERGENCY AID

The requesting party to this agreement shall pay Fifteen Hundred Dollars (\$1500.00) per year for the availability of the hazardous material's team. All costs set forth in this Section shall be due and payable to City of Rapid City Finance Office, 300 6th Street, Rapid City, SD 57701 no later than March 15th of each year.

SECTION 6
INSURANCE

The receiving political subdivision shall reimburse the responding political subdivision for any and all costs of all insurance covering such officers and members while rendering emergency aid assistance. The rendering of assistance shall include traveling to and from such locations of emergency site. The receiving political subdivision shall reimburse the responding political subdivision for any damage or loss to equipment or supplies furnished while so engaged. Any claim for such reimbursement, loss, damage, or expense in the use of equipment or supplies or for additional expenses incurred in the operation or maintenance thereof shall not be allowed unless within ninety (90)

days after detection of claim, an itemized notice of such claim verified by an officer or employee of the responding political subdivision, having knowledge of the facts, is presented to authorities of the receiving political subdivision

SECTION 7

LIABILITY

The responding political subdivision shall be held harmless and indemnified by the receiving political subdivision as to any and all claims brought against it by anyone, stemming from or related to such services rendered except for acts of willful misconduct.

We have read and fully understand and agree to the provisions set forth in this agreement.

DATED this _____ day of _____, in the year _____.

CITY OF RAPID CITY

By _____
Mayor

ATTEST:

Finance Officer

RAPID CITY FIRE DEPARTMENT

By Gary Shepherd
Fire Chief

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE

At 3-4-03

Attorney Date

Tribal Chairman
By James J. Seward
1-28-03

CHAIRMAN - LAWRENCE COUNTY COMMISSION

By _____
Fire Chief