

**2005 ODP Equipment Grant Program
Pennington County
Equipment Transfer Agreement**

LF051006-05

This agreement is entered into between Pennington County and the Rapid City Department of Fire & Emergency Services concerning the 2005 DOJ Equipment Grant Program.

A. RECEIVING ENTITY

Receiving Agency / Entity of equipment purchased by the Rapid City Department of Fire & Emergency Services jurisdiction through this program, the Receiving Entity agrees to the following conditions:

1. To provide all necessary installation costs, insurance, maintenance, calibration, repair, and replacement of parts for the equipment received.
2. Will be responsible for providing all proper training and technical support to those assigned to use the equipment provided through this program.
3. The Receiving Entity agrees to hold harmless and indemnify Pennington County, 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 hereunder or utilizing equipment provided under this program.
4. The Receiving Entity will identify a point-of-contact for purposes of this program and forward all necessary information to the Office of Emergency Management.
5. The Receiving Entity agrees to provide all necessary equipment and expertise without costs to the county and subdivisions of Pennington County in the event of a terrorist / WMD incident or suspected incident if requested.
6. Under federal regulations, equipment bought by the local governments with Department of Justice money can be traded in on replacement equipment with the approval of the awarding agency (State Office of Homeland Security). Equipment can be sold with approval of the awarding agency as long as the proceeds from the sale are used to buy replacement equipment. If the equipment is sold and the proceeds are not used to buy replacement equipment, the proceeds for the state's share of the equipment – in this case 100% - must be returned to the state if the per unit fair market value of the equipment sold is \$5,000 or more. The federal guidance on this is contained in the code of Federal Regulations at 28CFR66.32 and the Office of Justice Programs Financial Guide, Chapter 6.
7. The State Office of Homeland Security goes above and beyond this and requires the following: If an agency would like to trade equipment, please submit a justification as to why this is necessary. In addition submit in writing what specifications of the old equipment are versus the new equipment and state the benefits of having the new. This information is required prior to any approval being granted.
8. Only under extraordinary circumstances will an agency be able to trade a piece of equipment of any dollar amount for cash. Homeland Security will be conducting field audits and will be checking to ensure equipment is not being traded for cash. It is the State Office of Homeland Security's Policy that any equipment, even equipment valued

at under \$5,000 should not be traded for cash. If there is a circumstance where this is necessary please notify HLS for prior approval.

B. Pennington County

As Primary Jurisdiction, Pennington County through this program agrees to the following conditions:

1. Pennington County will purchase the identified equipment under this program and then direct the transfer of said equipment to the Receiving Entity.
2. The identified items that the Receiving Entity will receive are as follows:

Server _____ Serial # VSE 609NOJ5
 _____ Serial # _____

C. OTHER PROVISIONS

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.

SIGNATURES

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

Signed and agreed to this _____ day of _____, _____.

Signature of Pennington County

Chairperson

Emergency Manager

Signature of Receiving Entity

CITY OF RAPID CITY

(Signature) Mayor

(Print)

ATTEST:

(Title) Finance Officer

(SEAL)