

STATE OF SOUTH DAKOTA
CONSULTANT CONTRACT/LETTER OR AGREEMENT
FOR CONSULTANT SERVICES
BETWEEN

City of Rapid City
Rapid City Department of Fire and Emergency Services
10 Main Street
Rapid City SD 57701

Law Enforcement Training - 911
1302 E. Hwy 14 - Ste 5
Pierre, South Dakota 57501

(hereinafter referred to as consultant)

(hereinafter referred to as State)

The State hereby enters into an Agreement for Consultant Service with the Consultant.

I. THE CONSULTANT

- A. The Consultant services on this agreement shall commence May 11, 2009 and end on May 22, 2009.
- B. Is the consultant a full-time state employee? No
If "YES" complete and attach CONSULTANT/STATE EMPLOYEE form.
- C. Will the consultant use state equipment, supplies and facilities? Yes
If "yes", attach a statement specifying the conditions under which state equipment, supplies and facilities are to be used.
- D. The Consultant agrees to: **Provide instruction during the 911 Telecommunications Basic Certification Course held May 11-22 2009.**
- E. The Consultant 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 hereunder. 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 make payment for services in the amount of..... \$ 450.00
.....
- B. Will the State pay Contractor expenses as a separate item? No
If "yes", expenses must be within state rates and receipts will be required.
Total amount for expenses will not exceed..... \$ 0.00
- C. TOTAL CONTRACT AMOUNT..... \$ 450.00
- D. The State agrees to: **Services in the amount of \$ 450.00**

III. OTHER PROVISIONS

- A. **AMENDMENT PROVISION: This contract 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: Does the State agency require an insurance provision? YES __**
NO X

If "YES" does the consultant agree, 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? YES __ NO __

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 signatures affixed below:

Mayor (Date)

Sean P. Horan, 911 Training Coordinator, LET (Date)

Finance Officer (Date)

- State Agency Coding (Dept., Div., Off. & Prog.) 29138

- State Agency Fund from which contract to be paid

- Obj./sub.obj. to which vouchers will be coded

- Name and phone number of contact person in State Agency who can provide additional information regarding this contract: Sean P. Horan (605) 773-7201

-The Consultant's Social Security or Employer ID Number is 466-000-380 Richard Lehmann