



# 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

LF121102-12

December 5, 2002

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

Please place the following item on the agenda:

Requesting approval authorizing staff to accept grant monies from the Homeland Defense Program for the balance of \$1,770.00. We received grant approval of \$100,000 (Council November 5, 2001), and for \$14,865 (Council March 4, 2002). The grant amounts were for \$85,135 and \$31,500. We are requesting at this time for approval to accept the balance of \$1,770.00

**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**

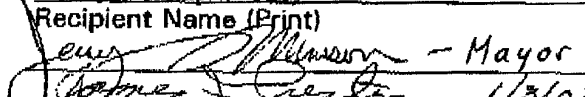
- A. The State will provide funding for the purchase of personal protective, detection, decontamination, and communications equipment as indicated in Appendix A of this document.

- C. **TOTAL CONTRACT AMOUNT:** Eighty-five thousand one hundred thirty five dollars (\$85,135.00). Reimbursement will be made only for the cost of the equipment listed in Appendix A, for a maximum amount of \$85,135.00.
- D. 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.

<u>City of Rapid City</u>		_____	
Recipient Name (Print)		Authorized State Representative (Print)	
 - Mayor		_____	
Recipient Signature	Date	Authorized State Signature	Date
	<u>1/3/02</u>		

State Agency Coding Center: \_\_\_\_\_ Account: \_\_\_\_\_

Consultant social security or employer number: \_\_\_\_\_

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

*May 15, 2002*

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

**BETWEEN**

**RAPID CITY DEPARTMENT OF FIRE AND  
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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.

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

Jerry Munson  
Recipient Name (Print)

JOHN A. BERHEIM  
Authorized State Representative (Print)

[Signature]  
Recipient Signature

5/22/02  
Date

[Signature] 6/3/02  
Authorized State Signature Date

State Agency Coding Center: \_\_\_\_\_ Account: \_\_\_\_\_

Recipient employer number: \_\_\_\_\_

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