

STATE OF SOUTH DAKOTA
FIRE SUPPRESSION ADDENDUM
WITH THE CITY OF RAPID CITY

Parties: State of South Dakota by and through the South Dakota Department of Agriculture, Wildland Fire Suppression Division, herein after referred to as the STATE or Division, and the City of Rapid City, South Dakota, through its Department of Fire & Emergency Services, herein after referred to as the CITY.

WHEREAS, the State may enter into cooperative agreements with other agencies for the provision of assistance in fire prevention and suppression efforts, pursuant to the provisions of SDCL 41-20 and SDCL 1-24, and

WHEREAS, the CITY may cooperate with the STATE in fire prevention and suppression, pursuant to the provisions of SDCL 1-24,

NOW, THEREFORE, in consideration of the mutual promises contained in an existing fire suppression agreement effective December 01, 2011, the STATE and CITY hereby agree that the prior fire suppression agreement between the parties hereto is extended until and will terminate upon the 31st day of August 2012.

IN WITNESS WHEREOF, the parties hereto cause this agreement to be signed on the dates indicated below.

STATE OF SOUTH DAKOTA

BY: Walt Bones
Walt Bones, Secretary of Agriculture
State of South Dakota

Signed this 28 Day of June 2012.

Sam Kooiker

CITY OF RAPID CITY

BY:

Sam Kooiker
Sam Kooiker, Mayor

Pauline Sumption
Pauline Sumption, Finance Officer

Signed this 18 Day of June 2012.

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WHEREAS, the CITY may cooperate with the STATE in fire prevention and suppression, pursuant to the provisions of SDCL 1-24,

NOW, THEREFORE, in consideration of the mutual promises contained in an existing fire suppression agreement effective December 01, 2011, the STATE and CITY hereby agree that the prior fire suppression agreement between the parties hereto is extended until and will terminate upon the 30th day of June 2012.

IN WITNESS WHEREOF, the parties hereto cause this agreement to be signed on the dates indicated below.

STATE OF SOUTH DAKOTA

BY: Walt Bones
Walt Bones, Secretary of Agriculture
State of South Dakota



Signed this 1 Day of May 2012.
Sam Kooiker

CITY OF RAPID CITY

BY:

Sam Kooiker
Sam Kooiker, Mayor

Pauline Sumption
Pauline Sumption, Finance Officer

Signed this 16 Day of April 2012.

Tuesday, June 19, 2012

Resource = Rapid City Fire Department

Exhibit A Resource Work Plan

Resource	Rapid City Fire Department	Address	10 Main Street	Phone	605-394-4180	Agreement Date	12/01/2011 to 06/30/2012
Contact	Battalion Chief		Rapid City SD 57701-2832	Fax	605-394-6754	Agreement #	6V0006
Position	On-Duty Battalion Chief		Pennington County	Type	FD		

Equipment

Kind - Type	Unit #	Make	Billing Rate	Cost	Guarantee	Unit	Misc Info
Portable Tank - 1500 gal			\$26.75	\$26.75	\$0.00	Day	Support Services: Portable Tank
ATV - 4x4	4-Wheele		\$0.00	\$0.00	\$0.00		
Defibrillator -	AED		\$0.00	\$0.00	\$0.00		
Engine - 6X	Brush 61	Ford	\$50.00	\$50.00	\$0.00	Hour	Drip Torch, Hi-band Hand Held Radio, Chain Saw
Engine - 6X	Brush 611	Ford	\$50.00	\$50.00	\$0.00	Hour	Drip Torch, Handheld High Band Radio, Chain Saw
Engine - 6X	Brush 63	Ford	\$50.00	\$50.00	\$0.00	Hour	Drip Torch, Handheld Hi-band Radio, Chain Saw
Engine - 6X	Brush 64	Ford	\$50.00	\$50.00	\$0.00	Hour	Drip Torch, Chain Saw, Handheld High-Band
Engine - 6X	Brush 65	Ford	\$50.00	\$50.00	\$0.00	Hour	Drip Torch, Hi-band Hand Held Radio
Engine - 6X	Brush 67	Ford	\$50.00	\$50.00	\$0.00	Hour	Drip Torch, Hand Held Hi-band Radio, Chain Saw
Engine - 3X	CAFS 35	Freightliner	\$80.00	\$80.00	\$0.00	Hour	Firing Equipment, 20' Extension Ladder
Engine - 3X	CAFS 36	IHC	\$80.00	\$80.00	\$0.00	Hour	1500 Gal Porta-Tank, Drip Torch, GEL Unit
Suburban - SUV	Car 3	Chevrolet	\$0.00	\$0.00	\$0.00	Negotiate	
Aircraft Crash Fire Rescue	CFR 18	Oshkosh	\$230.00	\$230.00	\$0.00	See Misc Info	Generator, Rescue Tool, Class B AFFF Foam, RATE: \$230/Hour plus \$2.30/Mile
Engine - 1	Engine 11	Pierce	\$115.00	\$115.00	\$0.00	Hour	W/ 900' Of 5" Hose
Engine - 1	Engine 11	Pierce	\$115.00	\$115.00	\$0.00	Hour	W/ 800' Of 5" Hose
Engine - 1	Engine 13	Pierce	\$115.00	\$115.00	\$0.00	Hour	W/ 900' of 5" Hose
Engine - 1	Engine 14	Pierce	\$115.00	\$115.00	\$0.00	Hour	W/ 800' Of 5" Hose
Engine - 1	Engine 15	Pierce	\$115.00	\$115.00	\$0.00	Hour	W/ 650' Of 5" Hose
Engine - 1	Engine 16	Pierce	\$115.00	\$115.00	\$0.00	Hour	750' Of 5" Hose
Engine - 1	Engine 17	Pierce	\$115.00	\$115.00	\$0.00	Hour	W/ 900' Of 5" Hose

Gator - 6Wheeler	Gator 1	John Deere	\$35.00	\$35.00	\$0.00	Day	
Haz-Mat -	Haz Mat 6	International	\$0.00	\$0.00	\$0.00	See Remarks	On Board Weather Station, Hazardous Materials Incident Equipment, Computer, Copier, Phone \$1.75/Mile & \$125/Hour on Site
Computer - Laptop	Laptop C		\$20.00	\$20.00	\$0.00	Daily	
Pickup - 4x4	Maintena	Ford	\$0.00	\$0.00	\$0.00	See Remarks	\$.32/Mile + \$50/Day
Pickup - 4x4	Maintena	GMC	\$0.00	\$0.00	\$0.00		
Pickup - 4x4	Maintena	Ford	\$0.00	\$0.00	\$0.00		
Ambulance - BLS	Medic 5	Ford	\$0.00	\$0.00	\$0.00	Hour	
Ambulance - ALS	Medic 6	Ford	\$0.00	\$0.00	\$0.00	Hour	
Trailer - Office - Command	Mobile Co	Freightliner	\$0.00	\$0.00	\$0.00	Negotiate	Air Conditioned, Generator, Computers, Satellite Link.
Transportation - POV	POV		\$0.00	\$0.00	\$0.00		

**STATE OF SOUTH DAKOTA
FIRE SUPPRESSION ADDENDUM
WITH THE CITY OF RAPID CITY**

Parties: State of South Dakota by and through the South Dakota Department of Agriculture, Wildland Fire Suppression Division, herein after referred to as the STATE or Division, and the City of Rapid City, South Dakota, through its Department of Fire & Emergency Services, herein after referred to as the CITY.

WHEREAS, the State may enter into cooperative agreements with other agencies for the provision of assistance in fire prevention and suppression efforts, pursuant to the provisions of SDCL 41-20 and SDCL 1-24, and

WHEREAS, the CITY may cooperate with the STATE in fire prevention and suppression, pursuant to the provisions of SDCL 1-24,

NOW, THEREFORE, in consideration of the mutual promises contained in an existing fire suppression agreement effective March 4, 2011, the STATE and CITY hereby agree that the prior fire suppression agreement between the parties hereto is extended until and will terminate upon the 30th day of November 2011.

IN WITNESS WHEREOF, the parties hereto cause this agreement to be signed on the dates indicated below.

STATE OF SOUTH DAKOTA

BY: Walter Bones
Walt Bones, Secretary of Agriculture
State of South Dakota

Signed this 4 Day of April 2011.

Approved in Form by:
[Signature]
3-25-11

CITY OF RAPID CITY

BY: [Signature]
Alan Hanks, Mayor

[Signature]
Pauline Sumption, Finance Officer

Signed this 21 Day of March 2011.

STATE OF SOUTH DAKOTA FIRE SUPPRESSION AGREEMENT
For the City of Rapid City

PARTIES: State of South Dakota by and through the South Dakota Department of Agriculture, Wildland Fire Division, (hereafter STATE) and the City of Rapid City, a South Dakota municipality, 300 Sixth Street, Rapid City, South Dakota 57701 (hereafter CONTRACTOR).

THIS AGREEMENT supersedes all prior forest fire suppression agreements which are hereby revoked between these parties and will become effective on the First day of June, 2007, and continue until December 31, 2010 by and between South Dakota Department of Agriculture, hereinafter referred to as the STATE, and the Fire Department, a South Dakota legal entity, hereinafter referred to as the CONTRACTOR.

WHEREAS, the STATE may enter into cooperative agreements with other agencies for the provision of assistance in fire prevention and suppression efforts, pursuant to the provisions of SDCL 41-20, and SDCL 1-24, and

WHEREAS, the CONTRACTOR may cooperate with the STATE in fire prevention and suppression, pursuant to the provisions of SDCL 1-24,

WHEREAS, City/CONTRACTOR must be reimbursed for all wage expenses it incurs (including all overtime and backfill wages) in order to address city budgetary concerns (resulting from city's independent contractual obligations to its firefighters) and has determined that it will not provide personnel unless this agreement for payment is in effect. State agrees to pay such sums solely as a result of city's need for such payments and is not a party to any union contract or other employment arrangements between city and its employees

NOW, THEREFORE, in consideration of the above, the STATE agrees to provide wildland fire technical assistance to the CONTRACTOR, and the CONTRACTOR agrees to provide fire suppression assistance to the STATE upon the following terms and conditions:

I. FIRE SUPPRESSION

A. The STATE agrees:

1. To compensate the CONTRACTOR for personnel and equipment provided to the Wildland Fire Coordinator at his request, in efforts to suppress wildland fires, at the rates set forth in Appendix A, attached hereto and incorporated herein.
2. To designate, Joseph Lowe, Wildland Fire Coordinator/ Division Director, 4250 Fire Station Road, Suite 2, Rapid City, SD 57703, as the STATE's contact, who has the authority to serve as a specified point of contact regarding cooperative efforts under this agreement.

B. The CONTRACTOR agrees:

1. To designate, Gray Shepherd, Fire Chief, 10 Main Street, Rapid City, SD, 57701 as the CONTRACTOR'S Fire Coordinator, who has the authority to serve as a specified point of contact regarding cooperative efforts under this agreement.
2. To inform the STATE of any changes in the authority of persons designated as the

specified point of contact on behalf of the CONTRACTOR.

3. To all terms and conditions set forth in Appendix A, and to guarantee to the State of South Dakota that all liability insurance and workmen's compensation benefits available to firefighters and equipment of the CONTRACTOR, is in full force and provides coverage to the persons and equipment provided to the STATE under the terms of this agreement.

4. To send all communications regarding this agreement to:

State Wildland Fire Coordinator
South Dakota Department of Agriculture
Division of Wildland Fire Suppression
4250 Fire Station Road, Suite #2
Rapid City, SD. 57703-8714
(605) 393-8011

II. JOINT POWERS

A. The STATE and CONTRACTOR mutually agree that:

1. This Agreement does not establish a separate legal entity as contemplated by SDCL 1-24-5. The cooperative undertaking described herein will be financed and conducted under the provisions of this agreement by the STATE and CONTRACTOR respectively. Each party has responsibilities under the terms of this Agreement and no joint board or joint administrator will be used. Purchase and maintenance of equipment used to fulfill the agreement will be undertaken by the respective agencies as described herein. No real property will be purchased to use for this Agreement.

2. A copy of this Agreement will be filed, with the Attorney General and the Legislative Research Council not more than 14 days after execution as required by SDCL 1-24-6.1.

3. Financing required by this agreement will come from regular department budgets and the state fire suppression fund. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

4. This agreement may be terminated by either party upon sixty (60) days written notice without cause.

5. All parties must comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. 2000d) and, in accordance with Title VI of that act, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

6. This agreement represents the entire agreements of the parties, and all prior negotiations and agreements on this subject are merged herein.

B. The CONTRACTOR agrees that:

1. The CONTRACTOR will furnish if requested a cost statement within 30 working days for all fire related expenditures incurred by the CONTRACTOR relating to damages or expenses associated with fire suppression activities within the State to the fire business accountant at the following address:

Fire Business Accountant
South Dakota Division of Wildland Fire Suppression
4250 Fire Station Road, Suite #2
Rapid City, SD. 57703

2. The CONTRACTOR agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require the CONTRACTOR to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.

3. The CONTRACTOR shall comply with all South Dakota laws and regulations pertaining to Workman's Compensation Insurance for contract personnel and training required for state coverage under SDCL 62-1-5.2.

4. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

5. Certificate of Insurance - Contractor will provide proof of insurance coverage outside the Contractor's area of responsibility. A valid "Certificate of Insurance" form must be filed with the Division before the State will sign an agreement with the contractor. Proof of insurance certificates will be provided for vehicle coverage, general liability, and workman's compensation to the division. No contractor will be dispatched to a fire outside the boundaries of South Dakota without having annual proofs of insurance on file with the State.

6. Liability and Vehicle Insurance - The Contractor will have liability insurance and coverage for all fire vehicles listed on the state resource list with a limit of not less than \$1,000,000.00 per claim and any aggregate limit will be not less than twice that amount.

If contractor does not carry insurance on any vehicles, the Contractor assumes all risk of loss and agrees to hold the State harmless for all losses related thereto.

7. Workman's Compensation Insurance - The Contractor shall comply with all state laws and regulations pertaining to Workman's Compensation Insurance for contract personnel and provide proof of coverage to the Secretary or Wildland Fire Coordinator.

8. Vehicle Damage Reports - Any vehicle with damage sustained on an incident will be reported promptly to the State or appropriate jurisdictional agency.

9. Proof Of Authority To Sign: If the contracting party is not a natural person, evidence of authority granted by the legal entity to the natural person who signs this agreement on behalf of the legal entity must be attached hereto as a condition precedent to any obligation by the State of South Dakota under the agreement. A copy of a resolution of the governing body or minutes of a regular meeting showing approval of the agreement or an ordinance approving the agreement and authorizing a named person to sign the agreement may be used as adequate proof of authority.

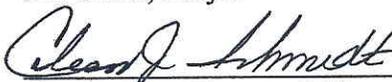
IN WITNESS WHEREOF, the parties hereto cause this agreement to be signed as follows:

CITY OF RAPID

BY:



Jim Shaw, Mayor



Jim Preston, Finance Officer

on this 8 Day of June, 2007.

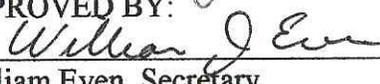
STATE OF SOUTH DAKOTA

BY:


Wildland Fire Coordinator

on this 22 Day of June, 2007.

APPROVED BY:



William Even, Secretary
South Dakota Department of Agriculture
State of South Dakota

On this 7 Day of July, 2007.

- State Agency Coding (MSA Center) _____.
- State Agency MSA Company for which contract will be paid _____.
- Object/subobject MSA account to which voucher will be coded _____.
- Name and phone number of contact person in State Agency who can provide additional information regarding this contract _____.