

INTERGOVERNMENTAL AGREEMENT
FOR DIVE RESCUE EMERGENCY ASSISTANCE

Agreement made as of January 1, 2000, by and between the City of Rapid City, South Dakota, and Pennington County, South Dakota.

SECTION 1
PURPOSE OF AGREEMENT

The purpose of this Agreement is to set forth the terms whereby the City shall provide assistance to the County in responding to situations involving water recovery/rescue. This agreement is executed pursuant to SDCL 1-24-8, and the South Dakota State Constitution Article IX, Section 3.

SECTION 2
TERM

This Agreement shall be effective through calendar year 2000 and shall be automatically renewed for successive calendar years unless either of the two governmental bodies or the Sheriff gives sixty (60) days written notice of intent not to renew.

SECTION 3
REQUESTS FOR DIVE RESCUE EMERGENCY ASSISTANCE

The City upon request shall render water-related assistance to the County to such extent as the City shall determine under the circumstances. The Dive Rescue Team shall automatically be dispatched to a report of a water rescue including victims submerged 90 minutes or less. Victim recovery after 90 minutes or other objects such as vehicles shall be at the request of the Sheriff's office. Response is contingent on the availability of the Dive Rescue Team.

SECTION 4
CITY RESPONSIBILITIES

Personnel:

The City intends to provide a Dive Rescue Team consisting of not fewer than twelve (12) dive certified members. Each member shall hold a minimum certification of Public Safety Diver and Dive Rescue I.

Training:

Each team member will be encouraged to obtain additional certifications in the following areas:

- ◆ Dive Rescue II
- ◆ Underwater Investigations/Evidence Recovery
- ◆ Swift Water Rescue (surface)
- ◆ Swift Water Diving
- ◆ Ice Rescue (surface)
- ◆ Ice Diving
- ◆ Sonar Use
- ◆ Scuba Equipment Maintenance
- ◆ Med Dive (diving injuries and treatment)
- ◆ Water Accident Management

Each team member will maintain the minimum standards set forth in Dive Team guidelines.

Vehicles and Equipment:

The City intends to provide the necessary available team equipment and a vehicle equipped for response to a water incident. The City intends to maintain this vehicle and all related equipment in a state of readiness.

Services:

The City shall at no additional cost to the County provide:

- ◆ Evidence Recovery
- ◆ Victim Rescue/Recovery
- ◆ General Assistance

- ◆ Speak to private groups on water safety – Maximum 16 hours as requested
- ◆ Conduct additional training as time permit

SECTION 5 COUNTY RESPONSIBILITIES

The County shall:

- ◆ Notify the Dive Rescue Team of any incident involving water
- ◆ Provide law enforcement and other support assistance as needed, if available

SECTION 6 FINANCIAL AGREEMENTS

The County shall pay \$14,350 to the City for budget year 2000. The County shall make substantially equal quarterly payments to the City on February 1, May 1, August 1, and November 1. The City will charge no additional amount for expenses incurred on any incident in Pennington County, which is outside of the City limits of Rapid City. The City reserves the right to recover costs from any individual or entity responsible for an emergency and will use these recovered costs to offset the fixed costs.

SECTION 7 SPECIAL CONSIDERATIONS

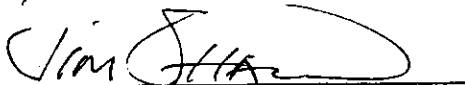
Requests for rescue efforts will be made through dispatch. The Pennington County Sheriff's Office will make requests for recovery operations. The City reserves the right to contract with other governmental agencies, but will give priority response to incidents in Pennington County.

SECTION 8
AGENCY; HOLD HARMLESS

The parties recognize and agree that, during such times as the City is providing dive rescue assistance outside the limits of the City and within Pennington County at the request of authorized personnel as listed in Section 3 hereof, the City is acting as an agent of the County; during the rendering of such dive rescue assistance the County shall hold the City harmless from any liability arising out of the performing or rendering of such assistance, including travel to and from the scene of such assistance, subject only to the exception of liability for gross negligence or intentional acts of City employees.


Dated this 4th day of APRIL, 2000.

CITY OF RAPID CITY



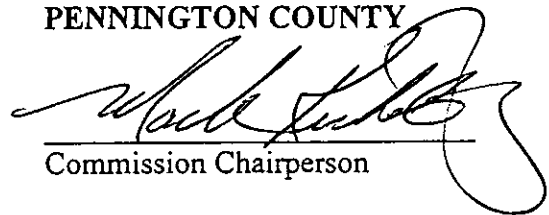
Mayor 4-17-00

ATTEST:



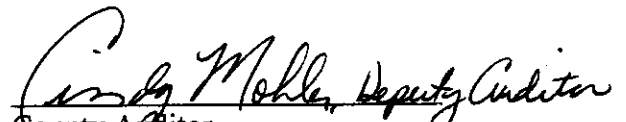
Finance Officer

PENNINGTON COUNTY



Commission Chairperson

ATTEST:



Deputy Auditor
County Auditor

ATTACHMENT A

RAPID CITY DEPARTMENT OF FIRE & EMERGENCY SERVICES COST ANALYSIS FOR FIRE PERSONNEL AND EQUIPMENT

EQUIPMENT COSTS:

Using the cost of the unit, its service life, and the equipment it carries, the following costs per hour and per mile are set for the calendar year 2000.

CLASS 1:	ENGINES (E1, E2, E3, E4, E5, E7) HAZ-MAT VEHICLE (HM4)	Rate/Mile \$1.75	\$100/Hour
		Rate/Mile \$1.75	\$175/Hour
CLASS 2:	LADDER TRUCK (L1)	Rate/Mile \$1.75	\$125/Hour
CLASS 3:			
CLASS 4:	AIRCRAFT FIRE RESCUE TRUCKS (CFR8, CFR18)	Rate/Mile \$2.30	\$230/Hour
CLASS 5:	WATER TENDERS (T1)	Rate/Mile \$.75	\$50/Hour
CLASS 6:	BRUSH TRUCKS (B1, B3, B4, B7)	Rate/Mile \$.75	\$40/Hour
Class 7:	SPECIAL SERVICE VEHICLE (U1, FR5, DR5, HAZ-MAT DECON /REHAB TRAILER)	Rate/Mile \$.50	\$25/Hour
CLASS 8:	SERVICE VEHICLE (CARS, VANS, PICKUPS)	Rate/Mile \$.30	\$15/Hour

PERSONNEL COSTS:

1. Personnel costs shall be based upon an average of the combined overtime salary of one officer and two Journeyman Firefighter Medics, plus benefits. This average rate for payment shall constitute full reimbursement for personnel, including direct and indirect costs, to jurisdictions relative to personnel provided. The current rate for the year 2000 is set at \$23.00 per hour. The reimbursement period shall begin with the time of initial dispatch and continue until the time of return to a Rapid City Fire Station.
2. Reimbursement shall be made directly to the Rapid City Fire Department and not to individual crew members.
3. Crew sizes shall be no less than three (3) per engine and two (2) per brush truck. Other specialty crews shall be at a number determined by Specialty Team Leaders or Rapid City Fire Dept. Chief Officers.
4. Mileage is charged one way.

DIVE RESCUE TEAM

FINANCIAL AGREEMENT:

The County and City shall each pay a portion of the fixed costs (\$42,100) and variable costs (\$3,700) of the Dive Rescue Team for the budget year 2000 as follows:

DESCRIPTION	TOTAL	CITY	%	COUNTY	%
Training	\$12,500	\$12,500	100%	\$ 0	0%
Utilities-Gas	\$ 400	\$ 400	100%	\$ 0	0%
Electricity	\$ 600	\$ 600	100%	\$ 0	0%
Building Space	\$ 3,600	\$ 3,600	100%	\$ 0	0%
Pool Rental					
Equipment					
*Equipment Maintenance	\$25,000	\$12,500	50%	\$12,500	50%
**Variable Costs	\$ 3,700	\$ 1,850	50%	\$ 1,850	50%
TOTAL	\$45,800	\$31,450		\$14,350	

*Note: Equipment Maintenance/Checks includes time spent on routine daily/weekly/monthly truck and equipment checks, cleaning/repairing/drying and repacking Dive Rescue equipment, maintenance by the Fire Department mechanic, station activities in Dive Rescue related subjects, tours, education/prevention, and answering technical questions from other Department and the public.

****VARIABLE COSTS: \$3,700**

Labor	\$23/hour
Vehicle	\$25/hour plus \$.50/mile