

**2008 ODP Equipment Grant Program
Pennington County Region 1 Jurisdiction
Equipment Transfer Form**

This agreement is entered into between _____ and Pennington County concerning the 2008 DOJ Equipment Grant Program.

A. RECEIVING ENTITY

Receiving Agency / Entity of equipment purchased by _____ jurisdiction/agency 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 Homeland Security.
5. The Receiving Entity agrees to provide all necessary equipment and expertise without costs to the counties and included government subdivisions of South Dakota in the event of a terrorist/WMD incident or suspected incident if requested.
6. The Recipient will retain title of any 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 Department of Public Safety, or it becomes depleted through normal use or consumption.
7. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: Grantee certifies, by signing this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by and federal department or agency. www.epls.arnet.gov

B. Jurisdiction

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

1. Pennington County will pay invoices for the identified and previously approved 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: (Provide item & Serial Numbers) Note: Invoices will not be paid by Pennington County until this information is received.

As the Receiving Entity _____ County; and the _____ Agency/Department agree to the following conditions:

Receipt of the above listed equipment valued at \$ _____ under the FY 2008 Homeland Security Grant Program CFDA # 97.067. **This amount needs to be reported by counties on their Schedule of Expenditures of Federal Awards.**

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.

Signature of Receiving Entity

Signature of Receiving County Auditor

(Signature)

(Signature)

(Print)

(Print)

(Title)

(Title)

Signature of Pennington County

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

Chairperson
Board of Commissioners

Pennington County Emergency Manager
Homeland Security Grants Coordinator

CC: Receiving Entity
Receiving County Auditor