



SOUTH DAKOTA
DEPARTMENT
OF PUBLIC SAFETY

prevention — protection — enforcement



November 27, 2023

Deadwood VFD
737 Main St.
Deadwood, SD 57732

Dear Alex Hamann & Charles Fetter:

Thank you for your interest and participation in the 2023 South Dakota Volunteer Firefighter Personal Protective Equipment (PPE) Grant program. This grant program is being administered by the South Dakota Firefighters Association and the Department of Public Safety, Office of the State Fire Marshal.

The 2023 South Dakota Legislature passed HB1127 appropriating \$5.0 million from the state general fund to the Department of Public Safety for the purpose of providing grants to support volunteer fire departments in this state. The purpose of the grant funding is to purchase individual firefighter safety equipment limited to personal protective equipment. We received 255 applications for grant funding out of a total of 339 eligible volunteer fire departments, a 75% participation rate. The 255 applications totaled over \$15.5 million in requests.

Enclosed is a grant program agreement that contains your award in the amount of \$14400.00. Please sign the agreement signature page, make a copy of the signature page for your records, and return the original signature page to the State Fire Marshal's Office.

When you have signed the agreement and returned the original signature page to the State Fire Marshal's Office, you are approved to make your PPE purchases in accordance with the agreement.

Once you have received an invoice, please complete the enclosed Exhibit B Reimbursement Request Form and submit it and the invoice to the State Fire Marshal's Office. Staff will process your reimbursement as soon as possible. All reimbursement requests must be submitted no later than May 31, 2025.

As you work through the purchasing process, please contact the State Fire Marshal's Office if you have any questions.

Sincerely,

Paul Merriman
State Fire Marshal

Charles Kludt
S.D. Firefighters Association President



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State Fire Marshal's Office
221 S. Central Avenue
Pierre, South Dakota 57501-2000
605.773.3652 (Office) 605.773.3580(Facsimile)



South Dakota Firefighters Assn., Inc.
PO BOX 1884
Rapid City, SD 57709
Email: ppeggrant@sdfirefighters.org

SD Volunteer Firefighter PPE Grant Program Agreement

Recipient Agency:	Deadwood VFD		
Address:	737 Main St.		
City:	Deadwood, SD	57732	

Grant Point of Contact: Alex Hamann & Charles Fetter

Grant Award Number: HB1127-01-63

Period of Performance: Nov. 30, 2023 – May 31, 2025

Grant Award Total: \$_14400.00_____

Project Description: Purchase eligible PPE identified in the attached Grant Program Application, up to the Grant Award Total listed above. Any information highlighted in orange on the grant application is not eligible for reimbursement through this project.

Conditions of Award: See Attached Exhibit A.

The Recipient Agency signature below confirms acknowledgement that the Agency agrees to adhere to the terms, assurances, and conditions of herein below. The State Fire Marshal and association president signatures indicate approval of the purchase outlined in this agreement.

Recipient Agency Authorized Official Signature

Date

Recipient Agency Authorized Official – Printed Name

Paul Merriman
State Fire Marshal

Date: 11/27/23

Charles Kludt
S.D. Firefighters Assoc. President

Date: 11/27/23

Conditions of Award

1. **Recipient Agency** will utilize grant funding approved by the South Dakota Firefighters Association and State Fire Marshal's review committee to purchase eligible personal protective equipment identified in the grant application. Due to limited funding provided, grantees may prioritize their purchases.
2. **Procurement of Materials and Equipment.** Recipient will not use State equipment, supplies or facilities.
3. **Reimbursement Deadline.** Reimbursement requests for grant funds for the firefighter PPE must be submitted no later than May 31, 2025.
4. **Reimbursement Requirements.** The State will reimburse the fire department upon completion of the attached Reimbursement Request Form, Exhibit B, and receiving an invoice for the purchase of the approved firefighter PPE. Reimbursement is based on actual expenses and will not exceed the maximum allowable amount as detailed in the attached price list. The fire department will produce proof of payment upon request.
5. **Grant Point of Contact.** The Grant Point of Contact, as specified on the signature page of this agreement, must be an employee of the recipient or the recipient's governing body.
6. **Record Retention.** Recipient will maintain its books and records in a manner that will provide the State with sufficient detail to review Recipient's receipts and expenditures relating to the grant. Recipient will make such records available for review by the State upon reasonable notice during the grant period and for four years after the termination or expiration of this Agreement.
7. **Hold Harmless.** 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 the result of performing services hereunder. This section does not require agency to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.

State of South Dakota Grant Recipient Attestation

1. By completing this form, you, the recipient attest to meeting the following requirements per SDCL 1-56-10:
 - a. A conflict of interest policy is enforced within the recipient's organization;
 - b. The Internal Revenue Service Form 990 (if the department is a non-profit) has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the recipient's website;
 - c. An effective internal control system is employed by the recipient's organization; and
 - d. If applicable, the recipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the recipient's website.
2. By entering into this Agreement, recipient certifies and agrees that it has not refused to transact business activities, it has not terminated business activities, and it has not taken

other similar actions intended to limit its commercial relations, related to the subject matter of this Agreement, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to terminate this Agreement. Recipient further agrees to provide immediate written notice to the State if during the term of this Agreement it no longer complies with this certification and agrees such noncompliance may be grounds for termination of this Agreement.

3. Recipient (i) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to this Agreement. By signing this Agreement, recipient hereby certifies that this Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

4. Recipient certifies and agrees that the following information is correct: The bidder or offeror is not an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates, of those entities or business associations, regardless of their principal place of business, which is ultimately owned or controlled, directly or indirectly, by a foreign parent entity from, or the government of, the People's Republic of China, the Republic of Cuba, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Russian Federation, or the Bolivarian Republic of Venezuela. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the purchasing agency to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response, and further would be cause to suspend and debar a business under SDCL § 5-18D-12. The successful bidder or offeror further agrees to provide immediate written notice to the purchasing agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination and would be cause to suspend and debar a business under SDCL § 5-18D12.

Volunteer Firefighter Personal Protective Equipment (PPE) Grant Funding Overview

Description

The SD Volunteer Firefighter Personal Protective Equipment (PPE) Grant program provides funding authorized by HB 1127 from the 2023 SD Legislative Session for volunteer fire departments to purchase needed firefighter PPE.

Equipment eligible for this program includes but may not be limited to:

- Structural personal protective equipment – helmets, shroud, gloves, coats, pants, and boots.
- Wildland personal protective equipment – helmets, shroud, gloves, shirt, pants, boots.
- Self-contained breathing apparatus and one spare tank per unit.
- Other personal gear that may be required by individual volunteer fire departments.

All PPE purchased must meet current NFPA or nationally recognized standards.

Eligible volunteer fire departments must be a SD Certified Fire Department per the SD State Fire Marshal's Office and have a membership comprised of at least 70% volunteer firefighters. The requesting fire department does not need to be a member of the South Dakota Firefighters Association.

Project Timeline/Application Deadlines

Applications must be received by October 1, 2023.

Any unallocated funding will be awarded through additional application periods until funding is depleted.

Funding/Reimbursement

PPE expenses can be submitted for reimbursement once the PPE order is received and the VFD has an invoice from the vendor. Submit the completed Reimbursement Request Form (located in the project agreement packet) and the invoice to the State Fire Marshal's Office. No grant reimbursements will be made directly to the vendor.

Project Completion

All projects must be completed no later than 18 months from the agreement start date.

Email or mail completed application to:

Email: fireinfo@state.sd.us

Mailing Address: State Fire Marshal's Office
221 S. Central Ave.
Pierre, SD 57501

By signing below, I affirm that the information contained herein is accurate, and I understand that by making a false statement in this application, I am subject to the penalties of perjury pursuant to SDCL 22-29-1.

Fire Chief Signature: _____ Date: 8 9-18-23