

**FACILITY USE AGREEMENT
BETWEEN
THE CITY OF DEADWOOD
AND
THE SOUTH DAKOTA DEPARTMENT OF PUBLIC SAFETY, WILDLAND FIRE DIVISION**

This Agreement made this 15th day of March, 2025, by and between the City of Deadwood, South Dakota, hereinafter the “City”, and the South Dakota Department of Public Safety, Wildland Fire Division, hereinafter the “Department”, for emergency use of the Deadwood Event Complex, hereinafter the “Area”, for the purpose of providing an incident command operations site and state (vehicles, food, tents, and everything the Department uses in the response to a fire) in the event of an emergency wildland fire, or a type 1, 2, or 3 incident.

The City agrees to provide use of the Area to the Department on those days which the Department has declared there to be an emergency wildland fire, or a type 1, 2, or 3 incident. The Department shall be allowed to use the Area for any purpose necessary for the Department’s response to an emergency wildland fire, or type 1, 2, or 3 incident. Consequently, because of the nature of this Agreement, no alcohol shall be allowed or served in the Area. Additionally, the Department shall give daily updates to the City concerning the extent of their use of the Area and the estimated time of their departure from the Area. The Department and the City hereby agree to cooperate in coordinating programs and activities conducted on the Area.

No fees will be charged to the Department except for any expenses incurred by the City during the time of the Department’s use of the Area. For example, the cost of electricity, water, and any other expenses incurred by the City.

The Department shall leave the Area thoroughly cleaned and in good condition and shall return the Area to its original condition prior to the Department’s use of the Area. After the Department has vacated the Area, an inspection shall be made by the City and the Department to ensure the Area has been returned to its original condition prior to the Department’s use of the

Area. After said inspection, the Department shall be liable for any repairs needed to return to the Area back to its original condition.

The State of South Dakota is self-insured. The Public Entity Pool for Liability (PEPL Fund) provides tort liability coverage for employees of the state of South Dakota.

The Department represents that its activities, pursuant to this Agreement, will be supervised by adequately trained personnel, and the Department will observe, and cause the participants in the activity to observe all safety rules for the facility and the activity. The Department acknowledges that the City has no duty to, and will not provide supervision of the activity.

Nothing in this Agreement shall be construed as an indemnification by one party or the other for liabilities of a third party for property loss, damage, death, or personal injury, arising out of the performance of this Agreement. Any liabilities or claims for property loss, death, or personal injury by a party or one of its agents, employees, contractors or assigns, or by third persons, arising out of and during this Agreement shall be determined according to applicable law.

This Agreement will be authorized by the governing bodies and signed by the Mayor of the City and the Secretary of the Department and shall remain in full force and effect until December 31, 2030. This Agreement may also be cancelled and/or terminated by either party by giving thirty (30) days written notice to the other party of such intention to cancel and terminate. Furthermore, this Agreement may be cancelled with no notice if the Department is found to be in violation of the Deadwood Event Complex rules and regulations.

In Witness Whereof, the parties signify their agreement effective on the date above first written
by the signatures affixed below.

South Dakota Department of Public Safety

Robert Perry

Date

Cabinet Secretary

City of Deadwood

Dave Ruth, Jr.

Date

Mayor