

Rapid City & Rapid City Collective Impact

This agreement is effective as of the 1st day of April, 2018, by and between Rapid City Collective Impact, hereinafter referred to as "RCCI", and the Rapid City Police Department hereinafter referred to as "RCPD" or "Sponsor", and as follows.

RECITALS

WHEREAS, RCCI has experience and resources in a field of mutual interests between the parties; and

WHEREAS, the Sponsor desires certain services to be performed in accordance with the scope of work in terms outlined in this Agreement; and

WHEREAS, the performance of such services is consistent, compatible and beneficial to the role and mission of the RCCI;

NOW, THEREFORE, in consideration of the foregoing Recitals and of the mutual promises herein contained, the parties agree as follows:

1. Scope of Work. RCCI agrees to perform for the RCPD the services described in the "scope of work" attached hereto as Exhibit A and incorporated by this reference under the direction and supervision Charity Doyle, RCCI Project Manager, and in accordance with the terms set forth in the scope of work attached hereto. RCCI will support the RCPD in a sub recipient role with the International Association Chiefs of Police as the principal lead for the Vision 21: Law Enforcement and the Communities They Serve: Supporting Collective Healing in the Wake of Harm initiative. Ms. Doyle's chief contact at the RCPD will be Dave Kinser, Research and Development Specialist. The Scope of Work is as defined in attached exhibit.
2. Independent Contractor: Any person that performs work or services under this Agreement shall do so in the capacity of an independent contractor and shall in no way be deemed and officer, employee, or agent of the City in performance in such services.
3. Term. This Agreement is effective on the dates hereinabove set forth and shall terminate on September 30th, 2019, unless sooner terminated as provided herein or extended by mutual written agreement of the parties.
4. Payment. Sponsor agrees to pay RCCI for services performed under this Agreement a monthly sum of \$4982.34. Upon execution of this Agreement, this amount will be paid retroactively to April, 2018. After execution, this amount will be invoiced at the end of the month for which payment is sought. The current allocated funds for services based on current grant allocations to RCCI \$62,057. RCPD may, in its sole discretion, increase funding beyond the \$62,057 based on changes to the grant budget with a total amount not to exceed \$85,000.

5. Reporting Requirement. RCCI will provide reports on the progress of the services as outlined or required in the Scope of Work, Exhibit A.
6. Confidentiality. It may be necessary for the Sponsor to disclose proprietary information to RCCI representatives so that the work can be performed. Sponsor will, at the time of disclosure, designate which information is proprietary. Proprietary information will not include information that: a) at the time of disclosure or subsequent to that time is generally available to the public; b) is known by RCCI at the time of disclosure and substantiated in written documents; or, c) is made known to the RCCI by a third party not connected with the Sponsor. Except as may otherwise be required by law, the RCCI agrees to use its best efforts to maintain the confidentiality of the information, not to use the information for any purposes other than contained in the scope of work and not to disclose the information to anyone other than those directly involved with the execution of this Agreement.
7. Equipment. All equipment purchased with funds provided under this Agreement for use in connection with performance of the scope of work shall be the property of RCCI and shall be dedicated to providing the services under this Agreement while this Agreement is in effect.
8. Each Party Responsible for Its Own Acts. Each party hereto agrees to be responsible for its own wrongful or negligent acts or omissions, or those of its officers, agents or employees to the extent permitted by law. Nothing herein shall be construed as a waiver of immunity provided by law. The RCCI must certify by signing this document that it is not on the federal debarment/suspension list as found on www.SAM.gov and if the RCCI should be disbarred or suspended during the life of this Agreement, it shall notify the RCPD immediately;
9. Conflict of Interest. The RCCI knows of no agreements or transactions to which it is a party or in which its rights, duties, obligations, or interests conflict with, or are inconsistent with, those of the IACP, the grantor, or this Agreement. The Sub-Recipient is not aware of any other contract or agreement, which would compete with or conflict with its obligations under this Contract. If the RCCI becomes aware of potential, actual or apparent conflict during the project period, it will immediately notify the Rapid City Police Department in writing.
10. Governing Law. The parties hereto each agree to comply with all applicable federal, state and local laws, codes, regulations, rules and ordinances in the performance of this Agreement. The laws of the State of South Dakota shall apply in the interpretation and enforcement of this Agreement, without regard to any conflicts of law rules, and any action arising hereunder shall be filed and tried, if at all, in the Circuit Court, County of Pennington, State of South Dakota.

11. Assignment. Neither party shall assign or transfer this Agreement, or any interest therein, nor assign any claims for money due or to become due under this Agreement, without the prior written approval of the other party excepting only the creation of a new and separate 501(c)(3) corporation specifically for the OneHeart transformation campus, by RCCI. Upon incorporation thereof, this Agreement will automatically transfer from RCCI to such new 501(c)(3) corporation.
12. Termination. A party will be considered in default of its obligation under this Agreement if the party should fail to observe, to comply with, or to perform any term, condition or covenant contained herein and such failure continues for thirty (30) days after the non-defaulting party gives the defaulting party written notice thereof. In the event of default, the non-defaulting party upon written notice to the defaulting party may terminate this Agreement as of the date specified in the notice and may seek such other relief as may be provided by law. Each party shall have the right to terminate this Agreement, without cause, upon not less than sixty (60) days prior written notice to the other party. If notice is so given, the Agreement shall terminate on the expiration of a specified time period and the liability of the parties hereunder for further performance of the terms of this Agreement shall thereupon cease. The parties shall not be released from their duties to perform their obligations up to the date of termination, including payment for non-cancellable obligations and expenses.
13. Amendments. This Agreement constitutes the entire agreement between the parties. No amendment to this Agreement shall be valid unless made in writing and signed by the parties.

RCCI:

RCPD:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Exhibit A

SCOPE OF WORK

RC Collective Impact will partner with RCPD to improve the quality of care with our most at risk and victimized population through building capacity to engage service providers to improve our responses to victims of crime and trauma with warm in-field handoffs/referrals. Rapid City Collective Impact brought on a Development Staff position to support the Police Department and the Collective Healing Demonstration Site Initiative. The focus of this position is to establish the framework for a Continuum of Care to individuals in crisis/need and end cycles of victimization. Rapid City Collective Impact is building this framework to support their launch of the One Heart Campus – the purpose of the proposed transformation campus is to elevate the human spirit and the spirit of the Rapid City community. By providing transitional housing and co-locating a variety of services - from addiction and mental health counseling to life skills and job training - we can more efficiently, effectively and collectively help our neighbors without homes move into permanent housing and a better quality of life. The campus would offer person-centered, trauma-informed, recovery-oriented care; in return, each adult resident would be expected to create a self-directed income plan, housing plan and agree to live clean and sober.