PROJECT SAFE NEIGHBORHOODS (PSN) 2021
SUBAWARD AGREEMENT

BETWEEN
NORTHEAST COUNCIL OF GOVERNMENTS
AND
CITY OF RAPID CITY, SOUTH DAKOTA

THIS AGREEMENT is entered into the 1st day of August, 2022 by and between Northeast Council of Governments, 416 Production St. N, Aberdeen SD 57401, hereinafter referred to as “NECOG” and City of Rapid City, 300 6th St., Rapid City, SD 57701-5034, EIN #46-6000380, DUNS #057222119 hereinafter referred to as “Rapid City.”

As required by 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, SECTION (200.331) Pass-through entity requirements: Catalog of Federal Domestic Assistance (CFDA) #16-609, Project Safe Neighborhoods, award #2021-15PBJA-21-GG-03062-GUNP; Award Date 10/1/2021; Award Amount $85,148; Federal Agency: U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance. This award does not include research and development.

The DOJ Project Safe Neighborhoods program furthers the DOJ mission and violent crime reduction strategy by providing support to state, local and tribal efforts to reduce violent crime, including but not limited to, felonious firearm crimes and criminal gang violence.

WHEREAS NECOG is a planning district created under Governor’s Executive Order dated December 4, 1970, and is a governmental entity under federal law eligible to receive and administer grants.

WHEREAS NECOG received a grant award from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance.

WHEREAS NECOG has available PSN grant funds to be provided to a subrecipient to carry out the objectives of the PSN grant.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, the parties agree as follows:

SECTION 1: SCOPE OF WORK

A. Purpose

Rapid City Police Department (RCPD) agrees to provide the services as outlined in their selected target area of Rapid City: to investigate and prosecute the most violent offenders responsible for firearms and drug related offenses. This will be accomplished through the joint efforts of the PSN task force and law enforcement agencies having jurisdiction in the target area. Using statistics and crime mapping, local and federal law enforcement agencies will identify and arrest the most significant violent offenders within the target area, increase enforcement efforts against illegal firearms and drugs, and conduct warrant sweeps. Once offenders are identified, the USAO and State’s Attorney’s Office will coordinate and determine whether the offender will be prosecuted in federal or state court. These efforts will be coordinated through the ATF Special Agent, ATF Task Force, and the PSN Coordinator.
Thirty percent of the awarded funds will be designated for gang task forces. This is critical in the area of gun and drug violence. In the past several years, Rapid City has seen an increase in gang activity, particularly gang members coming from surrounding states to distribute controlled substances. Designating at least 30 percent of the grant award to the gang task forces in Rapid City will permit focused effort on addressing gang problems associated with gun and drug violence. Additionally, with funding focused on human trafficking, additional and more focused sweeps may be conducted.

Additionally, as part of the PSN initiative, the PSN task force will balance the proactive investigative efforts with prevention and educational programming within school systems and community based organizations. These outreach efforts will emphasize the serious consequences of gun violence and illegal drugs, the need to refrain from illegal gun and drug use, and will promote positive opportunities for youth.

RCPD in support of PSN efforts will provide the following:
- RCPD will provide statistical and crime mapping support to PSN efforts.
- RCPD will provide sector policing targeted enforcement efforts to support PSN.
- RCPD will provide community outreach to support educational and prevention efforts in neighborhoods.

PSN Coordinator specific job duties will be:
- RCPD PSN Project Coordinator liaises between task forces and investigations gang and gun cases in Rapid City/Pennington County.
- RCPD PSN Project Coordinator conducts case liaison for federally adopted cases with PSN task force.
- RCPD PSN Project Coordinator conducts case coordination with gang and drug task forces in Rapid City/Pennington County.
- RCPD PSN Project Coordinator coordinates de-confliction efforts with ATF office and jurisdiction in Rapid City.
- RCPD PSN Program Coordinator conducts regulars PSN task force meetings on gun and crime within jurisdiction.

B. Budget

To cover, at a maximum, the period of August 1, 2022 through September 30, 2024.

**Personnel & Fringe Benefits**
Rapid City may bill NECOG for actual costs associated with eligible activities according to the Project Safe Neighborhoods objectives, for salary and benefits, for a total amount not to exceed .................................................................$68,118.00

Total subrecipient contract.................................................................$68,118.00

Rapid City will document and maintain costs to demonstrate that at least 30% of all costs were used to support gang task forces as required in the attached special conditions.

C. Approval of training plan and products

Working with the Project Safe Neighborhoods Task Force, there are established goals and activities. If Rapid City is to conduct any training, they will submit curricula, training
materials, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant to NECOG and DOJ for approval at least thirty (30) working days prior to a targeted dissemination date.

SECTION 2: TERM AND METHOD OF PAYMENT

NECOG shall pay Rapid City the sum not to exceed $68,118.00 under the budget section, for the work to be performed under this contract for the period of August 1, 2022 through September 30, 2024 upon receipt of an invoice. It further is agreed that the compensation to Rapid City for the above services shall be made under the following conditions:

2.1. Rapid City shall be reimbursed upon receipt of a signed invoice and supporting documentation based upon the category line items represented in the budget above. (Any costs not associated with the line items above will not be paid by this grant). Payment will be disbursed monthly via the U.S. Postal Service and mailed to the address provided on invoices.

2.2. Rapid City will, upon request from NECOG, submit documentation to fulfill sub-recipient monitoring guidelines set forth by 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Rapid City shall be responsible for all additional expenses incurred above those stated in Section 1 (B) that are necessary to fulfill the performance of this Agreement.

SECTION 3: SUPPLEMENTING - NOT SUPPLANTING

By signing this Agreement, Rapid City agrees that they are supplementing activities in the target area and are not supplanting local funds already budgeted for the activities. Federal funds must be used to supplement existing funds for program activities and not replace those funds, which have been appropriated for the same purpose. Potential supplanting will be subject to review, as well as audit. If there is a potential presence of supplanting, NECOG and Rapid City will be required to supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

SECTION 4: RELATIONSHIP OF PARTIES

This Agreement does not create an employee/employer relationship between the parties. Rapid City will retain discretion in the judgment of the manner and means of carrying out the activities and responsibilities hereunder. This Agreement shall not be construed as creating any joint employment relationship between Rapid City and NECOG, and NECOG will not be liable for any obligation incurred by Rapid City. Rapid City is responsible for wages or overtime compensation due to its employees in rendering services pursuant to this Agreement.

SECTION 5: FEDERAL GRANT REQUIREMENTS

5.1 Uniform Administrative Requirements, Cost Principles and Audit Requirements. NECOG, as a recognized local government entity, shall comply with 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Copies of these requirements are located at the Fiscal Agent’s (NECOG) office and also on the Internet at https://www.govinfo.gov/content/pkg/CFR-2018-title2-vol1/pdf/CFR-2018-title2-vol1-
Any costs or activities that are unallowable under the above mentioned OMB Circulars are not reimbursable under this contract or through this South Dakota Project Safe Neighborhoods grant award.

Rapid City agrees to follow the financial management and grants administration requirements outlined in the Department of Justice Financial Guide. Copies of the guide can be found at the fiscal agent’s (NECOG) office and also on the Internet at https://www.ojp.gov/funding/financialguidesoj/overview

5.2 Report Requirements. By federal regulations, the South Dakota Project Safe Neighborhoods 2021 project is mandated to submit semi-annual required performance reports and quarterly performance metric reports. Consistent therewith, Rapid City, upon request from NECOG, agrees to provide NECOG with data sufficient to fulfill DOJ requirements regarding its activities under this Agreement.

5.3 Reporting of Federal Audit Requirements and Retention. If Rapid City has federal expenditures of more than $750,000 in a calendar year during the duration of this agreement, it agrees to meet the single audit requirements. As part of this agreement, Rapid City will provide to NECOG access, upon request, copies of audits, records and financial statements as necessary to meet the subrecipient monitoring requirements of 2 CFR 200.

Rapid City agrees to maintain all auditing records for audit review as requested for a period of three (3) years after the date of final payment under this agreement is made and all other pending matters are closed. If any federal costs are deemed unallowable, Rapid City will be responsible for repayment of unallowable costs.

5.4 Federal Award Special Conditions. Rapid City agrees to meet the Grant Award Special Conditions (where applicable concerning subrecipient requirements), which is attached to this agreement and is incorporated in by reference.

5.5 SAM Requirements. The Sub-Recipient must provide documentation and maintain an active status in the Systems for Award Management (SAM). The Sub-Recipient must maintain their information in SAM throughout the timeframe of this agreement and until the receipt of final payment.

5.6 Suspension/Debarment. Rapid City certifies by signing this contract that it is not suspended or debarred from receiving federal funds.

SECTION 6: INSURANCE PROVISION

Before Rapid City begins providing service, Rapid City will furnish NECOG the following certificates of insurance and assure that the insurance is in effect for the life of this agreement:

A. Commercial General Liability Insurance:
   Rapid City will maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than $1,000,000 for each occurrence. If such insurance contains a general aggregate limit it will apply separately to this agreement or be no less than $2,000,000.

B. Business Automobile Liability Insurance:
Rapid City will maintain business automobile liability insurance or equivalent form with a limit of not less than $500,000 for each accident. Such insurance will include coverage for owned, hired, and non-owned vehicles.

C. Workers’ Compensation Insurance:
Rapid City will procure and maintain workers’ compensation and employers liability insurance as required by South Dakota law.

SECTION 7: TERMINATION

Either party may terminate this Agreement with 30 days written notice with or without cause. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Federal Government for this purpose. If for any reason the Federal Government fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by NECOG. Termination for any of these reasons is not a default by the NECOG nor does it give rise to a claim against NECOG.

SECTION 8: AMENDMENT

The parties’ acknowledge that this Agreement may, from time to time, be amended when mutually agreed, in writing, by all parties of the Agreement and no amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by all of the parties to this Agreement.

SECTION 9: SEVERABILITY

The invalidity of all or any part of any section of this Agreement shall not render invalid the remainder of this Agreement or the remainder of such section. If any provisions of this Agreement are held to be unenforceable for any reason, it shall be modified rather than voided, if possible, in order to achieve the intent of the parties to this Agreement.

SECTION 10: ASSIGNMENT

No party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written consent of the other party or parties.

SECTION 11: INDEMNIFICATION

Rapid City will indemnify NECOG its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceedings that may arise as the result of performing services under this agreement. This section does not require Rapid City to be responsible for or defend against claims or damages arising from errors or omissions of the NECOG, its officers, agents, or employees.

SECTION 12: NOTICE

Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to Eric Senger, Executive Director, on behalf of NECOG, and by Don Hedrick, on behalf of Rapid City, or such authorized designees as either party may from time to time designate in writing. Notices or
communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

SECTION 13: FINAL AND COMPLETE AGREEMENT

This Agreement constitutes the final, complete and entire Agreement of the parties as to the subject matter contained herein, and supersedes all prior Agreements, negotiations and communications of the parties, whether oral or written.

This Agreement is entered effective the 1st day of August 2022.

Approved and Accepted:
By: Eric Senger, Executive Director
    Northeast Council of Governments

Approved and Accepted:
By: _______________________________
    Steve Allender, Mayor
    Rapid City, South Dakota

Attest:
Pauline Sumption, Finance Director
Rapid City, South Dakota

Attached: PSN Federal Award Special Conditions #2021-15PBJA-21-GG-03062-GUNP (Pages # 1-16)