

PROFESSIONAL SERVICES AGREEMENT

This “Agreement” is entered into on the – of February 2023 by and between **Innovative Nonprofit, LLC**, a limited liability company, of 1800 E. Spruce Street, Mitchell, South Dakota 57301 (hereinafter “Consultant”), and the **City of Rapid City**, a municipal corporation organized under the laws of the state of South Dakota, of 300 Sixth Street, Rapid City, SD 57701 (hereinafter “City”). Based upon the mutual promises contained herein, and good valuable consideration, the parties identified above, intending to be bound hereby, enter into the following Agreement:

I. Services

- a. Purpose. The purpose of this Agreement is to outline the obligations and benefits of the parties regarding the services that Consultant will provide to the City on a contract basis to strengthen area nonprofit organizations who provide public safety, violence prevention, and community awareness services to the community in Rapid City. The City was awarded a Community Violence Intervention and Prevention Initiative (CVIPI) grant from the Department of Justice which includes the services Consultant will provide.
- b. Scope of Services. In furtherance of the above-stated purpose, Consultant agrees to provide professional services, more particularly described in Exhibit A. The scope of services shall be reviewed regularly, but not less than annually, and additional services may be added subsequent to the execution of this agreement with the written approval of both parties.
- c. City Coordinator. The Consultant’s main point-of-contact and interface regarding the services provided shall be the Project Director, Jamie Kirsch, Rapid City Police Department, unless otherwise notified in writing.
- d. Sub-Contractor. Consultant was selected for its special knowledge, skills and expertise, and shall not sub-contract the Services, in whole or in part, without City’s prior written approval, which may be withheld for any reason. Consultant shall require any approved sub-contractor to agree, as to the portion subcontracted, to comply with all obligations of Consultant specified in the Contract. Notwithstanding City’s approval of a sub-contractor, Consultant shall remain obligated for full performance of the Contract and City shall incur no obligation to any sub-contractor. Consultant shall indemnify, defend and hold City harmless from all claims of sub-contractors.

II. Fees

- a. Contract Fees. The Consultant shall be paid each month for hours worked at a rate of \$150.00 per hour.
- b. Invoices and Payment. Consultant shall provide invoice(s) to City at the end of each month. Fees shall be paid within forty-five (45) days of each invoice, subject to availability of and appropriation of funds by the City Council.
- c. Additional Services and Fees. The parties to this Agreement acknowledge that the fees charged are based on the services described in the attached Exhibit. If the

number of hours or scope of services exceeds that which was described, the parties agree to add an additional Exhibit(s) at a fee structure then agreed-to.

III. Expenses

- a. General Expenses. Expenses, including but not limited to, insurance, equipment, travel, lodging, food, drink, and entertainment, shall be provided by Consultant.
- b. Insurance. Consultant must obtain and maintain the following minimum limits of occurrence-based insurance coverage for the duration of the agreement:

a. Workers' Compensation	As required by statute
b. General Liability	\$1,000,000
c. General Aggregate	\$2,000,000

Such insurance policies shall name City as an additional insured with respect to all activities arising out of the performance of the services under this agreement. Consultant shall file with City acceptable Certificates of Insurance and Endorsements confirming the above coverage before commencing any work and/or services. Such Certificates shall afford City thirty (30) days written notice of cancelation or material change of coverage. City's failure to obtain from Consultant a Certificate of Insurance conforming to the foregoing requirements shall not be deemed a waiver of any of the foregoing requirements. This paragraph shall in no way limit the provisions of the indemnity area.

IV. Term of Agreement

This Agreement shall be binding upon the parties when signed and shall terminate on December 31, 2025. This Agreement shall not renew except upon written confirmation by all parties.

V. Default and Opportunity to Cure

If any party believes the other party is in default as to this contract, the non-defaulting party must notify the alleged-defaulting party in writing. The alleged-defaulting party shall have thirty (30) days to cure the alleged default. If the default remains after thirty (30) days, then the non-defaulting party may seek to enforce its rights by terminating this contract or pursuing legal action.

VI. Non-Exclusive

This Agreement is for the non-exclusive use of the Consultant's services. Nothing contained herein shall prevent the Consultant from contracting to provide similar services to other clients on a non-exclusive basis.

VII. Confidentiality and Non-Disclosure

Consultant and City acknowledge that during, and as the result of the contractual relationship established in this Agreement, Consultant and City may observe, access,



acquire, and use certain methods, data, and confidential information. Consultant and City hereby mutually covenant and agree that each will not, without the consent of the other, directly or indirectly divulge, communicate, or disclose to any person, firm, or organization any methods, data, or confidential information belonging to the other.

VIII. Independent Contractor

Consultant is an independent contractor for the City. This Agreement does not create an employment relationship between the City and Consultant or its agents or employees. Nothing contained in this Agreement is intended to create a partnership or joint venture between Consultant and the City of Rapid City. No agent of Consultant shall be the agent of the City, and Consultant covenants that it will not take any action in the name of, or by holding itself out as the agent of, the City of Rapid City.

IX. Miscellaneous

- a. Any notice required by the Contract shall be deemed given when personally delivered or upon deposit in the United States mail, first-class postage fully paid to the persons and addresses shown below:

Consultant:	Agent:	City of Rapid City:
Innovative Nonprofit, LLC	Mortenson Law	Interim Finance Director
Emma (DeVos) Shears	Will Mortenson	Tracy Davis
1800 E. Spruce Street	PO Box 190	300 6 th Street
Mitchell, SD 57301	Fort Pierre, 57532	Rapid City, SD 57701

- b. This Agreement contains the entire agreement between the parties and supersedes any and all other agreements, negotiations, or discussions.
- c. This Agreement may be altered only by a written document signed by the parties to the Agreement.
- d. This Agreement shall be construed and interpreted according to the laws of the State of South Dakota in effect at the time.
- e. Any legal actions related to this contract shall be brought in state circuit court in Pennington County, South Dakota.
- f. This Contract is only assignable by the parties with the written approval of both parties.
- g. Time is of the essence of this Agreement.
- h. The failure by one party to require performance of any provision of this Agreement shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default.
- i. Each party shall notify the other of any change in the name or address to be used for delivery of notices.

EXHIBIT A

Scope of Services

The City is contracting with Consultant to function as a partner in developing and delivering the CVIPI grant strategies; to provide capacity building services and support grant compliance, with nonprofits (sub-recipients) as identified by the City.

The shared, 3-year goals of the CVIPI program are as follows according to the information provided, which will serve as a compass for process and capacity development:

Goal 1: Build trust and earn legitimacy in community for public safety partnerships.

Goal 2: Expand and Enhance CVIPI programming with at-risk youth.

Goal 3: Expand and Enhance CVIPI programming for violence prevention and intervention.

Goal 4: Invest and sustain Community CVIPI efforts

Goal 5: Develop a data driven and collaborative community violence intervention and trauma prevention strategic plan

The following activities will be conducted by Consultant alongside designated project representatives to support the implementation of the CVIPI grant expectations from February 2023 through December 2025.

- 1) Support CVIPI team process development as related to project goals to include policies for partner expectations, communications, reporting, and data sharing.
- 2) Support gap analysis of community services to inform the development of programming and/or shared service delivery as related to project goals.
- 3) Support the development of tools, models and forms needed in the process of implementing programs and collaborations that directly relate to project goals.
- 4) Support the coordination and facilitation of methods to obtain community input to inform and garner support for public safety strategies and partnerships.
- 5) Support the initial steps in the formation of a strategic plan, goals/objectives, and an evaluation plan as related to project goals.

The following activities will be conducted by Consultant to guide capacity development and grant compliance within the City identified sub-recipients (Consultant shall not be held responsible for the non-compliance or non-delivery of services by any sub-recipient):



- 1) Conduct comprehensive assessment of organizational health with each organization to identify the infrastructure needed for sustainability using the following capacity areas:
 - Board Development
 - Outreach & Marketing
 - Human Resources
 - Programs & Services
 - Strategic Planning
 - Fund & Donor Development
 - Financial Management
 - Growth & Change

- 2) Create a customized, capacity development strategy and action plan for each organization with activities to be completed for the duration of the grant (2023-2025).
- 3) Provide capacity building support to each organization per their individual strategic action plan.
- 4) Submit quarterly reports to the designated project representatives that include the following for process support and per organization.
 - Outline of support activities
 - List of deliverables
 - Inventory of hours used/balance
 - Action plan updates
 - Upcoming activities

- 5) Support organizations in data collection and reporting to the City in order to maintain grant compliance
- 6) Engage in problem solving alongside designated project representatives and sub-recipient organizations if/when the progress towards project goals may be jeopardized.

Exhibit A shall be reviewed and updated on an ongoing basis, but not less than annually. Upon annual review, Consultant and City will revise the exhibit to reflect the services to be delivered in the following year.

Below are the hours Consultant will commit to the project. Service hours are based on minimum contract value at the onset and are subject to revision if additional funding is available and allocated to delivery of additional services by Consultant.

2023 Project and Sub-recipient Support		
347	Total hours	\$52,000.00

2024 Project and Sub-recipient Support		
347	Total hours	\$52,000.00

2025 Project and Sub-recipient Support		
347	Total hours	\$52,000.00