AGREEMENT WITH VIGILANT ANALYTICS FOR CRIME ANALYSIS SERVICES

This Agreement is entered into by the City of Rapid City, a municipal corporation of the State of South Dakota, located at 300 Sixth Street, Rapid City, South Dakota 57701 (hereafter “City”), and Vigilant Analytics, 45 Rockefeller Plaza, 20th Floor, New York, NY 10020 personally (hereafter “Contractor”). Throughout this document City and Contractor will be collectively referred to as Parties.

WHEREAS, the Rapid City Police Department is in need of a full-time crime analyst; and

WHEREAS, Vigilant Analytics has previously supplied the Police Department with professional crime analysts, both on a full-time and part-time basis;

WHEREAS, Vigilant Analytics has offered the services of Chris Stevenson as a full-time analyst and the City wishes to accept this offer; and

WHEREAS, the parties wish to reduce their agreement to writing.

NOW THEREFORE, the City and Vigilant Analytics agree as follows:

1. SCOPE OF WORK: Vigilant Analytics will provide City the services of Chris Stevenson as a Full-Time Crime Analyst to perform all crime analysis services on site at the Rapid City Police Department (the “Analyst”). The availability of Mr. Stevenson shall be considered a material term of this Agreement. Analyst will be available for a 40 hour work schedule with vacation days, holidays, personal leave and sick days approved by the City in accordance with City policy. The Analyst will work up to 1,828 hours per year.

Analyst’s essential duties and responsibilities include the following; other duties may be assigned:

- Collect, collate, compile and disseminate pertinent information and statistical data about criminal activity; prepares periodic and annual intelligence, performance and budgeting reports.
- Research databases and other sources of information to assess and determine the presence of crime patterns, develop potential suspects and identify criminal offenders. Make written and oral presentations, using charts and graphs, to inform police officers, detectives, investigators, and commanders of emerging or existing crime series, patterns, and trends, as well as suspect and victim profiles.
- Provide tactical case support including but not limited to: developing suspect leads, locating address, vehicles, associates, etc., for known offenders; identify victims and associated cases; search selected databases for stolen property.
Utilize GIS software to produce computer-generate maps and charts displaying criminal activity geographically.

Develop, organize, analyze, and disseminate information on crime patterns and trends to provide operational units with knowledge for effective operational strategies and for the prevention and investigation of crimes.

Develop and maintain liaisons with other criminal justice and law enforcement agencies for sharing, analyzing and reporting on data.

Educate the public and law enforcement personnel on crime trends and prevention.

Develop statistical data resources to assist in proactive and targeted investigations, preventative enforcement and education, identification of crime patterns, trends and criminal organizations, and identification of known and repeat offenders.

Develop long-range goals and objectives for crime analysis at RCPD.

2. **COMPENSATION:** In exchange for services outlined in Paragraph 1, the City shall compensate Contractor in the amount of $76,000.00, to be billed quarterly. Should Analyst work more than 1,828 hours during the term of this Agreement, additional hours shall be billed at the rate of $45 per hour. Contractor shall submit the first invoice on September 6, 2016, or whichever day Analyst begins work, whichever is later. Payment for the work shall be made to the Consultant by check after receipt of a signed voucher and approval by the Council. Payment shall be made within 45 days after receipt of a signed voucher.

3. **INDEPENDENT CONTRACTOR:** Analyst shall be an independent contractor and shall in no way be deemed and officer, employee, or agent of the City in performance in such services. City is not responsible for any health benefits, retirement savings, pension contributions, training, professional association dues, or employer liability for Analyst. City will provide Analyst access to RCPD systems and the same basic hardware and software provided to other Police Department employees, along with a workspace. Such software shall include Microsoft Office.

4. **DURATION OF CONTRACT:** The term of this Agreement shall be a period of one-year, beginning on September 6, 2016, or Analyst’s actual start date, whichever is later.

5. **MUTUAL INDEMNITY:** Each party agrees to defend, hold harmless and indemnify the other (including our officers, employees and agents) against all claims, damages and costs (including reasonable attorney’s fees and disbursements) suffered or incurred by the other arising out of the Assignment, except for such claims, damages and costs resulting from any actions by a party constituting, negligence, gross negligence, fraud, willful or unlawful conduct or a breach of the terms of this Agreement. Each party shall provide the other with reasonable notice of an indemnifiable event.
6. **LIMITATION ON LIABILITY:** In no event shall Contractor be held responsible for any special, indirect, consequential or similar damages.

7. **ASSIGNABILITY:** Due to the specialized nature of the services to be provided by the Contractor, no rights, obligations, or responsibilities under this Agreement shall be assignable or transferable without the prior written consent of the City. Any attempt by the Contractor to assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

8. **MODIFICATION OF AGREEMENT:** This Agreement may be modified only by a written amendment signed by both Parties.

9. **DEFAULT:** The occurrence of any of the following is a default under this Agreement: (i) the failure of either party to perform or observe any of the material terms of this Agreement; or (ii) the failure of either party to make any payment by the date when payment is due in accordance with terms of this Agreement. In the event of such a default, either party may terminate this Agreement upon thirty (30) days written notice, unless said failure has been cured within the thirty (30) day period.

10. **COMMUNICATION:** All communications or notices required by this Agreement or that may substantively affect the mutual obligations or promises stated herein, shall be set forth in writing and sent to the representatives and addresses as follows:

    For City:  
    Don Hedrick  
    Assistant Police Chief  
    Rapid City Police Department  
    300 Sixth Street  
    Rapid City, SD 57701  

    For Contractor:  
    Joel Landeen  
    City Attorney  
    300 Sixth Street  
    Rapid City, SD 57701

11. **JURISDICTION:** Any disputes, claims or actions arising in connection with this Agreement or the services provided by Vigilant Analytics shall be settled through discussions and negotiations, if possible. The parties agree that the terms of this Agreement shall be governed by the laws of the State of South Dakota. In the event of any conflict of laws, the law of the State of South Dakota shall be controlling. Any legal action arising out of or relating to this Agreement shall be brought only in the Circuit Court of the State of South Dakota, Seventh Judicial Circuit, located in Rapid City, Pennington County, South Dakota.
12. **WAIVER:** Failure of either party to require performance or enforce any provision of this Agreement, at any time, shall not be construed as a waiver of such provision or the right to demand strict compliance anytime thereafter, nor shall a waiver of any breach or default constitute a waiver of any subsequent breach or default.

13. **SEVERABILITY:** In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

14. **MERGER:** This Agreement shall represent the entire agreement entered between the Parties and no prior or subsequent oral statements, promises, or assurances, which are not incorporated herein, shall be binding on the Parties.

Dated this _____ day of ______________, 2016.

**CITY OF RAPID CITY**

______________________________

Mayor

Attest

______________________________

Finance Officer

(seal)
VIGILANT ANALYTICS

By __________________________

(signature)

______________________________

(printed name)