

AGREEMENT**CRIME PREVENTION PROGRAM****PARTIES:**

The parties to this Agreement are the Pennington County Housing & Redevelopment Commission, herein called "Commission," and the City of Rapid City, a municipal corporation, acting by and through the Rapid City Police Department, hereinafter called "City."

PURPOSE:

The Commission owns, operates and manages certain public housing developments within the City of Rapid City and is desirous of obtaining services for a drug elimination and crime prevention program within its housing properties. The City, by and through its Police Department, is willing to provide the services for the operation of a drug elimination and crime prevention program in order to meet the objectives and the mutual needs and desires of the parties to eliminate drugs and crime within public housing projects.

The purpose of this Agreement then is to set forth the terms and conditions of agreement between the parties and the consideration therefore.

SERVICES:

The City, by and through the Rapid City Police Department, will provide services to meet the requirements outlined in the attached Exhibit A and by this reference incorporated herein. Said services shall consist of a minimum of the police services designated on Exhibit A hereto, entitled "Minimum Police Services to be Delivered to Target Area." The City shall provide the personnel and equipment necessary for the performance of the minimum services set forth herein all under the direction and control of the City.

TERM:

The term of this Agreement shall be for a period of three (3) months commencing on April 1, 2001 and ending on June 30, 2001, unless terminated earlier under the provision of this Agreement.

The City shall submit a written report detailing the services rendered on a monthly basis beginning on April 1, 2001 and every one (1) month hereafter throughout the term of this Agreement. Such report shall be submitted within ten (10) days following the end of that particular month and shall include a quarterly billing for services provided under this Agreement. The cost of such services shall not exceed \$6,250.00 for the term of the Agreement.

RESPONSIBILITIES OF PARTIES:

The Commission shall be responsible for the administration of its requirements for distribution of funds.

The City shall be responsible for the furnishing of employees and equipment necessary for its performance as outlined herein.

Nothing herein contained shall be deemed to make any employee of the city as an employee of the Commission and the City shall have full responsibility for the control of and all action of its employees hereunder.

LIABILITY:

The City agrees in consideration hereof to perform the services herein provided and to hold the Commission harmless from any and all claims that may arise as a result of the performance of said services. In that regards, the City hereby verifies that it has liability insurance coverage with minimum limits of \$1,000,000.00 and will continue and maintain the same throughout the period of this Agreement and will hold the Commission harmless from any and all action of its employees and the performance of its duties under the terms and conditions of this Agreement.

It is further agreed that in the event that the Commission is made a party to any action or lawsuit or other litigation or claim as the result of any activities of the City or its employees hereunder, that the City will provide any costs in defense thereof that may be incurred by the Commission, including attorney's fees actually incurred.

PARTIES BOUND:

This agreement shall be binding upon the parties hereto, their heirs, successors, representative and assigns, and shall not be assignable by either.

Dated at Rapid City, South Dakota, this 27th day of March, 2001.

ATTESTED BY:

Sherry L. Weber

PENNINGTON COUNTY HOUSING AND REDEVELOPMENT COMMISSION

BY [Signature]
Its Executive Director

CITY OF RAPID CITY,
A MUNICIPAL CORPORATION

ATTESTED BY:

Its Finance Officer

By _____
Its Mayor

EXHIBIT A

MINIMUM POLICE SERVICES TO BE DELIVERED TO TARGET AREA AS
FOLLOWS:

Curtis Street, Wood/Doolittle/MacArthur Street, East Adams
Street, Sheridan Heights, Hemlock/Bluebird Street, LaCrosse
Street, Blaine Street, River Ridge High Rise, Jackson Heights
High Rise, Valley View High Rise, Black Fox Drive, Mallow Street.

- A. Assign one designated liaison police officer to the area.
- B. Provide meetings or other neighborhood activities aimed at promoting resident involvement in anti-drug and other crime prevention activities.
- C. Provide directed patrol three times per day to these areas (one each shift).
- D. Provide one weekly foot patrol, weather permitting.
- E. Provide arrest reports as requested for PCHRC applicants and residents.