

LF031203-01

AGREEMENT**DRUG ELIMINATION AND 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 two (2) year commencing on April 1, 2003 and ending on March 31, 2005, unless terminated earlier by either party. Either party may terminate this agreement with 30 days written notice.

The City shall submit a written report detailing the services rendered on a monthly basis beginning on August 1, 2003 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. The cost of such services shall not exceed \$50,000.00, plus agreed upon reimbursable expenses, payable upon execution of this Agreement. In the event of cancellation of this Agreement by either party, the Rapid City Police Department shall refund a prorated share of the fee for the unfulfilled portion of the contract.

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 _____ day of _____, 2003.

FENNINGTON COUNTY HOUSING AND
REDEVELOPMENT COMMISSION

ATTESTED BY:

BY

Its Executive Director

CITY OF RAPID CITY,
A MUNICIPAL CORPORATION

ATTESTED BY:

By

Its Mayor

Its Finance Officer

EXHIBIT A

MINIMUM POLICE SERVICES TO BE DELIVERED TO TARGET AREA

The target area shall include the following Commission properties:

Curtis Street Apartments	Wood/Doolittle/MacArthur
East Adams Apartments	LaCrosse St. Apartments
Sheridan Heights	Hemlock/Bluebird
Jackson Heights	Valley View Apartments
River Ridge	Edwards Manor

- A. Assign a liaison officer to meet with Commission representatives at least monthly to develop an anti-drug strategy and coordinate anti-drug and crime prevention activities.
- B. Provide drug and crime prevention training to Commission staff.
- C. Assign a community police officer to each area.
- D. Coordinate Neighborhood Watch programs for each area.
- E. Provide a minimum of three directed patrols daily, and one foot patrol weekly to each area. Submit monthly report of patrols to Commission.
- F. Provide arrest reports for Commission applicants and residents.
- G. Provide daily police dispatch logs.
- H. Provide registered sex offender list monthly.
- I. Provide meetings or other neighborhood activities aimed at promoting resident involvement in anti-drug and other crime prevention activities, to each area at least once each year.