

**SUB-RECIPIENT CONTRACT**  
**WEED AND SEED SERVICE GRANT FUNDING**

LF113005-08

**SECTION I.**  
**AGREEMENT**

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of November, 2005, by and between the CITY OF RAPID CITY WEED AND SEED PROJECT (hereinafter referred to as "City"), and Rapid City Fire and Emergency (hereinafter referred to as "Sub-Recipient"), Witnesseth:

WHEREAS, pursuant to such Contract, the City is undertaking certain activities necessary for the execution of a project situated in the project area described in the Statement of Work (page 5); and

WHEREAS, the City desires to disburse funds to the Sub-Recipient to execute certain projects in conjunction with such undertaking of the City;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

**SECTION II.**  
**PROPOSED USE OF FUNDS**

The Statement of Work is attached as Exhibit "A" hereto and made a part of this Contract. Sub-Recipient agrees to perform the work described in Exhibit "A" in compliance with all provisions of this Contract. Sub-Recipient warrants and represents that it has the requisite authority and capacity to perform all terms and conditions on Sub-Recipient's part to be performed hereunder.

**SECTION III.**  
**RESPONSIBILITY OF THE CITY**

City shall designate representatives of the City who will be authorized to make all necessary decisions required of the City on behalf of the City in connection with the execution of this Contract and disbursing funds in connection with the program.

**SECTION IV.**  
**SUB-RECIPIENT COMPENSATION AND METHOD OF PAYMENT**

If Sub-Recipient is not in default hereunder, and subject to City's receipt of the Department of Justice, Weed and Seed Service Grant funds, and provided that the Contract and Statement of Work are eligible expenditures of Weed and Seed Service Grant funds, the City agrees to pay the Sub-Recipient \$ 400.00, under the following conditions:

- Sub-Recipient certifies receipts are true and correct copies of payments due on behalf of the said organization, for activities documented on this Contract and made in accordance and compliance with the Safe Haven Strategies. In the event of nonperformance by Sub-Recipient, the City may suspend payment as stated above.

- Receipts for reimbursement shall be presented on a quarterly basis\*, including:

- o January 31<sup>st</sup> (for October – December 2005)
- o April 30<sup>th</sup> (for January – March 2006)
- o July 31<sup>st</sup> (for April – June 2006)
- o October 31<sup>st</sup> (for July – September 2006)

(\*arrangements for monthly reimbursement may be considered, although quarterly reports are due regardless)

**SECTION V.**  
**TERM OF CONTRACT**

Except as provided in Section VI below, this Contract shall be in effect as long as the Sub-Recipient retains control over Weed and Seed Service Grant funds.

**SECTION VI.**  
**TERMINATION OF CONTRACT**

This Contract may be terminated, if the Sub-Recipient materially fails to comply with any term of the Contract. The City may terminate the Contract upon ten (10) days' written notice, together with documentation of the reasons thereof, and after an opportunity for a hearing is afforded. The determination of the City as to the cause of termination and the appropriateness thereof shall be final and binding upon both City and Sub-Recipient.

In the event of termination, all finished or unfinished documents, data, studies and reports prepared by the Sub-Recipient under this Contract shall, at the option of the City, become its property.

**SECTION VII.**  
**TERMINATION OF CITY'S OBLIGATIONS**

The City's obligations under this Contract will terminate in the event of suspension or non-receipt of Department of Justice, Weed and Seed grant funds by the City.

**SECTION VIII.**  
**ASSIGNABILITY**

This Contract shall not be assigned or transferred by the Sub-Recipient without the prior written consent of the City.

**SECTION IX.**  
**SUB-RECIPIENT**

Records of the Sub-Recipient and reimbursable expenses pertaining to use of funds and records of accounts between the City and the Sub-Recipient shall be kept on a generally recognized accounting basis. The City, the U.S. Department of Justice -- Weed and Seed Project, the Comptroller General of the U.S., or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Sub-Recipient which are directly pertinent to the Contract for the purpose of making an audit, examination, excerpts and transcriptions. All financial records pertaining to this Contract upon completion shall remain the property of the City of Rapid City.

**SECTION X.**  
**MONITORING AND EVALUATION**

The City reserves the right to monitor and evaluate the progress and performance of the Sub-Recipient to assure that the terms of this agreement are being satisfactorily met in accordance with City and other applicable monitoring and evaluating criteria and standards. Sub-Recipient shall cooperate with the City relating to such monitoring and evaluation.

**SECTION XI.**  
**SUB-RECIPIENT FILES AND INFORMATION REPORTS**

The Sub-Recipient shall retain information in its files which shall clearly document all activities performed in conjunction with this agreement, including, but not limited to, financial transactions, conformance with assurances, and Sub-Recipient activity reports. The Sub-Recipient shall retain these records for a period of three (3) years after the completion of the project. A Sub-Recipient report shall be submitted with all requests for reimbursement.

**SECTION XII.**  
**INDEPENDENCE OF SUB-RECIPIENT**

Nothing herein contained nor the relationship of Sub-Recipient to the other parties hereto, which relationship is specifically declared to be that of an 'Independent Contractor', shall make or be construed to make Sub-Recipient, or any of the Sub-Recipient's agents or employees, the agents or employees of the City. Sub-Recipient shall be solely and entirely responsible for its acts and the acts of its agents and employees.

**SECTION XIII.**  
**LIABILITY**

Sub-Recipient agrees to assume the risk of all personal injuries, including death resulting therefrom, to persons, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in connection with or arising out of the performance or non-performance of this Contract by Sub-Recipient, or by the conditions created thereby. Sub-Recipient further agrees to indemnify and save harmless the City, its officers, agents and employees, from and against any and all claims, liabilities, costs, expenses, penalties or attorney fees, arising from such injuries to persons, or damages to property, or based upon or arising out of the performance or non-performance of this Contract by Sub-Recipient, or out of any violation of Sub-Recipient of any statute, ordinance, rule or regulation.

**SECTION XIV.**  
**ASSURANCES**

The Sub-Recipient agrees to use Weed and Seed Service Grant funds for the purposes authorized by the Rapid City Common Council. The Sub-Recipient further agrees to comply with the assurances that are attached and made part of this agreement.

**SECTION XV.**  
**CONFLICT OF INTEREST**

The Sub-Recipient vows that neither it nor any member of its Board of Directors, officers, or employees presently have any interest in any project to be financed under the Project and shall not acquire any interest therein which would conflict with the performance of the Project required under this Contract or applicable statute, rule or regulation.

**SECTION XVI.**  
**ENTIRE AGREEMENT**

The provisions set forth in Sections I-XV, and all attachments of this agreement constitute, the entire agreement between the parties hereto and no statement, promise, conditions, understanding, inducement or representation, oral or written, express or implied, which is not contained herein shall be binding or valid.

IN WITNESS WHEREOF, the Sub-Recipient and the City have executed this agreement as of the date first above written and under the laws of the State of South Dakota.

**CITY OF RAPID CITY**

\_\_\_\_\_  
Mayor Jim Shaw

**ATTEST:**

\_\_\_\_\_  
Jim Preston  
City Finance Officer

**SUB-RECIPIENT: Rapid City Department of  
Fire and Emergency**

*Damon Hartmann* \*\*\*\*\*  
Signature

Name: *DAMON HARTMANN*

Title: *LIEUTENANT IN FIRE PREVENTION*

**ATTEST:**

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED BY:**

\_\_\_\_\_  
City Attorney

**EXHIBIT "A"  
STATEMENT OF WORK**

**SERVICE GRANT PROJECT**

**PURPOSE OF FUNDING AND DESCRIPTION OF WORK TO BE PERFORMED**

Rapid City Department of Fire and Emergency will utilize \$ 400.00 of Weed and Seed Service Grant funds to:

Provide education of the correct use of fire to reduce the number of fires set by juveniles in

Rapid City. This program will focus on students in the Weed and Seed area, working with

Juvenile Diversion and Juvenile Courts System.

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**SCHEDULE FOR COMPLETION OF WORK / BUDGET**

Rapid City Department of Fire and Emergency will perform the services set out above, and expend \$ 400.00 of Weed and Seed Service Grant funding provided for above, by September 30, 2006, as follows:

Contracted Services:	\$ _____
Supplies and Equipment:	\$ <u>400.00</u>
Travel/Meetings:	\$ _____
Other:	\$ _____

Total Grant	\$ <u>400.00</u>
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