

SUB-RECIPIENT CONTRACT LF113005-09
WEED AND SEED SERVICE GRANT FUNDING

SECTION I.
AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of November, 2005, by and between the CITY OF RAPID CITY WEED AND SEED PROJECT (hereinafter referred to as "City"), and **(Gang) Tattoo Removal Unified Support Team** or **T.R.U.S.T.** (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 **\$2,449.00**, 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 31st (for October – December 2005)
- o April 30th (for January – March 2006)
- o July 31st (for April – June 2006)
- o October 31st (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: (Gang) Tattoo Removal Unified Support Team (T.R.U.S.T.)

Alus Katigan
Signature

Name: Alus Katigan

Title: TRUST member

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

Tattoo Removal Unified Support Team or T.R.U.S.T. will utilize \$2,449.00 of Weed and Seed Service Grant funds:

- Prevention education presentations regarding dangers of gangs – to agencies and schools serving the focus area (accompanied by a law enforcement officer and / or TRUST committee member (\$400)
 - Supplies for tattoo removal (\$1,269.50)
 - Shipping costs: Many of the above supplies are obtained from different suppliers (\$150).
 - Print brochures and flyers / postage to mail (\$630)
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SCHEDULE FOR COMPLETION OF WORK / BUDGET

Tattoo Removal Unified Support Team or T.R.U.S.T. shall perform the services set out above, and shall expend \$2,449.00 of Weed and Seed Service Grant funding provided for above, by September 30 2005, as follows:

Contracted Services:	\$ <u>400.00</u>
Supplies:	\$ <u>2,049.50</u>
Travel/Meetings:	\$ <u>0</u>
Other:	\$ <u>0</u>

Total Grant \$ 2,449.50

TRUST Status as of October 24, 2005

Since its inception in 1998, TRUST has 136 persons on the list of eligible removal participants. Approximately 1/2 of those who inquire about tattoo removal or who are approached by a TRUST Committee member as part of their job (DOC, Job Corp, Police Department, Sheriff Office) do not get onto the list of eligible participants.

- This is due to lack of interest, contact and follow through, or to transience, and/or violating the terms of eligibility which is remaining gang-free, crime-free, drug-free, and underage alcohol use-free).
- What typically happens is the TRUST committee member who is contacted by an applicant either
 - does not receive the completed paperwork back
 - or has the paperwork but the applicant becomes ineligible for one of the above reasons before a regular meeting is held and they are added to the master list.

This means that there are twice the numbers of people who inquire about removal compared to the number of people who actually become eligible participants.

Approximately 1/2 of those who do make the eligible list do not advance past the 3 month waiting period to the physical removal stage due to the above reasons.

Candidates eligible for removal are run through the crime database by Detective Cathy Bock prior to each removal to ensure that they have not violated the terms of their agreement.

- If they have violated the terms, their treatment is either postponed or cancelled depending on the level of the violation and their willingness to restart the waiting period and follow the terms.

If candidates who have made the list are deemed ineligible by the TRUST Committee or if they withdraw themselves, they are not tracked by the committee due to access and time constraints.

Weed and Seed Focus Area and Expansion Area

Of the 136 candidates who made it to the eligible list since 1998

- 10 confirmed from the focus area
- 9 confirmed from the expansion area
- 55 from Job Corp (not known where they were living when went to Job Corp)
- 27 from DOC (not known where they were living when referred to DOC)

Of the 37 candidates placed on the eligible list in 2004-2005, 25 of them are still actively eligible.

- 4 confirmed from the focus area
- 9 confirmed from the expansion area
- 12 from Job Corp (not known where they were living when went to Job Corp)
- 3 from DOC (not known where they were living when referred to DOC)

Other candidates signed up prior to this time period, received treatments during this time period due to the time required for the waiting period and healing between treatments.

The time period required for adequate healing between treatments is typically as follows:

Minimum of 3 month waiting period and community service

1st tx (wait 1 month before next tx)

2nd tx (wait 3-6 months before next tx)

3rd tx (wait 6 months to 1 year before next tx)

The information provided by DOC and Job Corp candidates does not always indicate whether the candidate resided in the focus area prior to being placed outside the home. The TRUST Committee is willing to seek additional information from candidates regarding their residence, school, and place of employment prior to out-of-home placement if required by the Weed and Seed Steering Committee.

Population Served

For the most part, TRUST serves a population that is transient and has a history of involvement with gangs, crime, and illegal drugs. As you can see from the information above, the majority of those eligible participants who make it to the physical removal phase have exhibited that they are determined to have their tattoos removed and are willing to follow through. They often report that they are not able to obtain employment, are tired of being labeled by people who see the markings, and /or fear for their safety and ability to remove themselves from the gang lifestyle if the markings are not removed.

Some participants drop out after several removals due to the pain of the treatment (similar to multiple small burns) and the extended time necessary for healing and fading of the scars. Often they feel that the tattoo marking is obliterated enough that others cannot see what the original marking was even though the TRUST Committee and the plastic surgeon recommend that they continue the treatments. Also with this method of removal, the ink will continue to be absorbed by the body for up to six months after a treatment.

Some candidates have an allergic reaction to the numbing agent and are not able to continue for that reason. One such candidate chose to have multiple treatments on a large tattoo on his stomach without numbing.

Many of the eligible candidates choose to only remove the gang-related tattoos that are visible (hands, arms, neck, leg, face). Many hand tattoos include a cluster of three dots between the web of the thumb and first finger and dots on the fingers. Dots have also been removed from the faces of some candidates. TRUST participants often relay that they got their tattoos while they were intoxicated / high.

TRUST is Unique

TRUST is a unique and expensive program and Rapid City is fortunate to benefit from the willingness of Dr. Schutz and his staff and BH Tattoo and their staff to participate and provide their services at no cost. There have been multiple inquiries from persons living in other areas of the state and region who wish to have their gang tattoo removed. One juvenile who graduated from Job Corp is now living in Denver and will travel back for final removals because she is not able to find a similar program in that metropolitan area.

The TRUST Committee just received an inquiry from Eagle Butte asking for information on starting a program of their own. There have been inquiries from persons living in the Sioux Falls area, but the S.F. Police Department was not interested in initiating a program there. Law enforcement is an integral part of this effort.

Not only is Dr. Schutz and his staff donating their services, they are also foregoing the revenue that they could be earning during that time period which is substantial. When Weed and Seed funding has not been available, Dr. Schutz has also been personally purchasing medical supplies necessary to complete the treatment and aftercare. His staff has expressed concern about their ability to continue these purchases in addition to the staff time required.

Thank you for considering our request.