

**SERVICE PROVIDER CONTRACT
WEED AND SEED FUNDING**

**SECTION I.
AGREEMENT**

LF011106-08

THIS AGREEMENT, made and entered into this January 16th, 2006, by and between the CITY OF RAPID CITY WEED AND SEED PROJECT (hereinafter referred to as "City"), and Volunteers of America, Dakotas (hereinafter referred to as "Sub-Recipient").

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 Service Provider/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 Service Provider/Sub-Recipient to perform the work described in Exhibit "A" in compliance with all provisions of this Contract. Service Provider warrants and represents that it has the requisite authority and capacity to perform all terms and conditions on part of the Service Provider/Sub-Recipient 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.
SERVICE PROVIDER/SUB-RECIPIENT COMPENSATION AND METHOD OF PAYMENT**

Subject to the City's receipt of the Department of Justice, Weed and Seed funds, and provided that the Contract and Statement of Work are followed, the City agrees to pay the Service Provider/Sub-Recipient in three equal quarterly payments of \$ 6637.

Volunteers of America, Dakotas shall submit a Quarterly Payment Invoice to the Director of Weed and Seed:

- **April 30th (for January – March 2006)**
- **July 31st (for April – June 2006)**
- **October 31st (for July – September 2006)**

SECTION V.
TERM OF CONTRACT

Except as provided in Section VI below, this Contract shall be in effect from January 16,2006 through September 30,2006.

SECTION VI.
TERMINATION OF CONTRACT

This Contract may be terminated, if the Service Provider/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 Service Provider/Sub-Recipient.

In the event of termination, all finished or unfinished documents, data, studies and reports prepared by the Service Provider/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 Service Provider without the prior written consent of the City.

SECTION IX.
Service Provider

Records of the Service Provider pertaining to use of funds and records of accounts between the City and the Service Provider 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 Service Provider 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. Service Provider shall cooperate with the City relating to such monitoring and evaluation.

SECTION XI.**Service Provider/Sub-Recipient FILES AND INFORMATION REPORTS**

The Service Provider/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 Service Provider/Sub-Recipient activity reports. The Service Provider/Sub-Recipient shall retain these records for a period of three (3) years after the completion of the project. A Service Provider/Sub-Recipient Quarterly Report shall be submitted with all Payment Invoices to the Director of the Weed and Seed Program.

SECTION XII.**INDEPENDENCE OF SERVICE PROVIDER**

Nothing herein contained nor the relationship of Service Provider/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 Service Provider/Sub-Recipient or any of the Service Provider/Sub-Recipient agents or employees, the agents or employees of the City. Service Provider/Sub-Recipient shall be solely and entirely responsible for its acts and the acts of its agents and employees.

SECTION XIII.**LIABILITY**

Service Provider/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 Service Provider/Sub-Recipient, or by the conditions created thereby. Service Provider/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 Service Provider/Sub-Recipient, or out of any violation of Service Provider/Sub-Recipient of any statute, ordinance, rule or regulation.

SECTION XIV.**ASSURANCES**

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

SECTION XV.**CONFLICT OF INTEREST**

The Service Provider/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 Service Provider/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

Service Provider

Pamela Bollinger
Signature

Name: Pamela Bollinger

Organization: Volunteers of America, Dakotas

Title: President & CEO

ATTEST:

Name: _____

Title: _____

APPROVED BY:

City Attorney

EXHIBIT "A"
STATEMENT OF WORK

PURPOSE OF FUNDING AND DESCRIPTION OF WORK TO BE PERFORMED

Volunteer of America, Dakotas shall utilize \$ 19911 of Weed and Seed funds to:

Community Service Project

Agency Description:

Mission Statement:

Volunteers of America, Dakotas is a nonprofit spiritually based organization that reaches out to empower people of all ages to become healthier, self-sufficient, productive members of their communities.

Volunteers of America, Dakotas has served the people of South Dakota for over 85 years. Our headquarters is in Sioux Falls, and the agency has offices in Rapid City, Aberdeen and Eagle Butte and Bismarck, North Dakota. Volunteers of America, Dakotas provides a continuum of services through 40+ programs, including prevention and early intervention services to youth, childcare, education and employment, residential services, substance abuse treatment, and vocational training services. In fiscal year 2004, the agency's budget totaled \$13,700,000 with a staff of 400 and 570 volunteers, providing services to 24,000 people. The agency is committed to the belief that the greatest change in human behavior occurs in person-centered services that focus on a strength-based approach.

Eileen Spellacy Leir serves as the Western Regional Services Director for Volunteers of America, Dakotas. The Rapid City office is located at 919 Main Street, Suite 220 and Eileen is responsible for service coordination, direct program services, program development and community relations provided in tandem with her team at the Rapid City and Eagle Butte offices.

Program Description:

Volunteers of America-Dakotas, is proposing a replication project of a successful program developed for the Second Judicial Circuit Court in Sioux Falls. The success rate/completion rate for this program has never been below 85% and in 2003 was 95%.

Community Service is any service rendered to the community as compensation for an irresponsible or illegal act. There is no formal community service program in the Weed and Seed project area or in Rapid City. Through meetings with Teen Court, Juvenile Diversion and Court Service representatives regarding this service gap. They have all expressed interest in using this sentencing alternative for first time offenders. Eileen and her team have offered to coordinate this important resource to provide a sentencing alternative for first time offenders in Rapid City/7th Judicial Circuit. Youth have been sentenced to perform community service but success

has been questionable as professionals have diverse responsibilities and have been challenged to monitor youth for accountability due to huge caseloads and time restraints.

- Youth ordered to perform community service by the court will attend an orientation session. This orientation includes expectations, consequences and site options. Volunteers of America will develop a variety of sites where youth may serve their hours. These sites will be non-profit agencies, churches or schools in the community. A part-time staff person will use a current list developed by Teen Court to begin recruiting sites.
- Court Services, Teen Court and Juvenile Diversion will make referrals to the Community Service Program.
- Community Service staff will ensure communication and coordination with the Court and Court Service officers.
- Documentation of hours and of any significant information on the youth will be provided to the referring agency and/or the Courts.
- A program service fee of \$25.00 is assessed to each youth sentenced to Community Service. (The fee is intended to defray agency costs; as with the Sioux Falls project, additional funds are necessary to cover costs. The fee may be waived if additional service hours are negotiated between staff and family)
- Youth are held accountable and are responsible for making all arrangements for completing their required service. As an example, youth must make contact with the prospective site after learning interviewing skills.

Outcomes:

- Youth obtain an understanding that their actions have consequences. They learn the costs to the county/city to process them through the court system and that there are monetary costs of crimes. Youth, after a successful placement, will be less likely to re-offend.
- Youth will learn that like negative actions, positive ones have consequences. Research shows that more than 25% of youth continue volunteering after they have completed required hours. They appreciate the opportunity "to give back", while learning from mistakes and make amends.
- They will experience success.

Based on discussions with Weed and Seed, Volunteers of America agrees to the following:

- Staff to coordinate the Community Service Program to be administered by Volunteers of America through a contract with Weed and Seed.
- Fees charged on "an ability to pay" basis as determined by the Court. This will allow for expansion of the program and sustainability of the program.
- Weed and Seed will fund the Community Service position through a contract for services with Volunteers of America-Dakotas.
- The position will be supervised and managed by Eileen Spellacy Leir MSW/ CSW, Western Regional Services Director.
- The position would be housed at the Weed and Seed office and youth within the target area will be served under this contract.

SCHEDULE FOR COMPLETION OF WORK / BUDGET

Volunteers of America, Dakotas shall perform the services set out above, and shall expend
\$ 19,911 of Weed and Seed funds provided for above, by September 30, 2006, as follows:

| | |
|-----------------------------|------------------|
| Contracted Services: | \$ <u>16,868</u> |
| Supplies: | \$ <u>1613</u> |
| Travel/Meetings: | \$ <u>320</u> |
| Other: | \$ <u>1110</u> |
| | |
| Total Grant | \$ <u>19,911</u> |