



# CITY OF RAPID CITY

RAPID CITY, SOUTH DAKOTA 57701-2724

## COMMUNITY DEVELOPMENT SPECIALIST

300 Sixth Street  
Rapid City, SD 57701

Barbara Garcia, Community Development Specialist

Phone: 605-394-4181

Community Development Division

Fax: 605-394-2232

city web: [www.rcgov.org](http://www.rcgov.org)

e-mail: [Barbara.garcia@rcgov.org](mailto:Barbara.garcia@rcgov.org)

### MEMORANDUM

TO: Legal and Finance Committee

FROM: Barbara Garcia, Community Development Specialist

DATE: February 13, 2008

RE: **Authorize Community Development Specialist to Purchase a Poverty Simulation Kit and Mayor to sign a License Agreement with the Missouri Association for Community Action for the use of the Poverty Simulation Kit**

Staff is seeking City Council authorization for Community Development Division staff to purchase the Missouri Association for Community Action's Poverty Simulation Kit and for the Mayor to sign the licensing agreement for the use of the Poverty Simulation Kit.

Barbara Garcia and Alderman Lloyd LaCroix participated in the poverty simulation seminar at the National League of Cities Summit in San Antonio, Texas in September, 2007. The simulation presents real-life family scenarios that include interacting with social service workers, managing finances, meeting family demands, and unexpected life happenings. It is designed to raise the awareness of the challenges faced by individuals living at or near the poverty level and enlist support of the general public, business people, government officials, teachers, faith-based organizations, and the social service community in addressing issues and streamlining processes.

The kit has proven to be a powerful tool and catalyst for change in other communities. Overall, it has proven useful in increasing awareness of poverty and providing a common experience from which participants can initiate discussions regarding action. The Community Development Specialist will work with local non-profit and state agencies to provide seminars in the community as part of the educational and technical assistance outreach duties of the division. To address the underlying issues affecting low-income and homeless residents of our community, the City will need community support and involvement in developing and enacting solutions. In order to gain that support, people must have a real understanding of how complex the situations are, and this kit does an excellent job of illustrating that in a short, one hour time period. It was an eye-



EQUAL HOUSING  
OPPORTUNITY

EQUAL OPPORTUNITY EMPLOYER

(Addressee)

(Date)

Page 2

opening experience for Alderman LaCroix and Barbara Garcia, even in light of their extensive knowledge of issues affecting low-income and homeless people and on-going involvement with service providers in the community. The City would benefit from this type of community education and outreach.

The cost of the poverty simulation kit, including shipping and handling, is \$1,464.70 and will be paid for out of the existing Community Development Division budget.

The Missouri Association for Community Action requires the execution of a License Agreement for the use of the kit. The License Agreement is attached.

**Staff Recommendation: City Council authorize the Community Development Division to purchase the Poverty Simulation Kit and the Mayor to sign the License Agreement for the use of the Poverty Simulation Kit.**

(File Name)

## AGREEMENT

This Agreement is entered into as of the  day of February, 2008 between City of Rapid City a Municipality whose address is 300 6th Street, Rapid City, SD 57701 ("Licensee"), and **Missouri Association for Community Action**, a Missouri nonprofit corporation whose address is 2410 Hyde Park Road, Jefferson City, Missouri, USA 65109 ("MACA").

Licensee desires to obtain from MACA a license to privately use: Missouri Community Action Poverty Simulation (CAPS) (the "Licensed Material").

NOW THEREFORE, the parties, intending legally to be bound, agree as follows:

1. **LICENSE GRANT.** MACA hereby grants Licensee a non-transferable, non-exclusive perpetual right and license to private use of the Licensed Material solely for educational purposes. Licensee shall have no right to sell, rent, encumber, transfer or convey the Licensed Material. In addition, Licensee agrees that it will not charge participants in any program using the Licensed Material any more than is necessary to recover Licensee's direct, marginal costs (such as the cost of the facility, any stipends paid to participants, meals, etc.) in conducting the program.

2. **LICENSED MATERIALS.** All Licensed Materials furnished under this Agreement shall remain the sole and exclusive property of MACA. This is a license agreement only, and MACA is not furnishing title to any of the Licensed Materials to Licensee. Any modifications to the Licensed Materials shall be considered derivative works, whether made by Licensee or MACA, and all such derivative works shall be the sole and exclusive property of MACA, including all intellectual property rights therein and thereto. All modifications will be submitted to MACA within 60 days of modification.

3. **TERM.** The license granted in Section 1 shall commence on the Effective date and shall be perpetual.

4. **COMPENSATION.** The total price of the CAPS kit is \$1,350. Licensee shall pay MACA a \$100 non-refundable deposit upon execution of this Agreement. Following delivery of the kit, MACA will invoice Licensee for the balance of \$1,250 plus shipping costs. Licensee agrees to remit payment within 30 days of invoice. Any past due amount will bear interest at the rate of 1.5% percent per month.

5. **BINDING EFFECT.** This Agreement shall be binding upon all heirs, successors, and permitted assigns of both parties.

6. **INDEMNIFICATION.** Licensee shall defend, indemnify, and hold MACA harmless from and against any loss, cost, or damage (including attorney's fees and cost of suit) arising out of or in any way related to claim, demand, action or proceeding arising out of or related to the Licensed Material, except for those claiming that the Licensed Materials, when used by Licensee for their intended purpose, infringe the rights of any third party under any United States patent, copyright, or trade secret law.

7. **DELIVERY.** MACA shall deliver the Licensed Material to Licensee in useable condition within eight weeks following execution of this Agreement.

8. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement may not be modified except by written instrument executed by duly authorized officers of both parties.

9. **GOVERNING LAW.** This Agreement will be governed by the laws of the State of Missouri without regard to conflicts of laws principles.

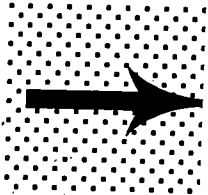
10. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which being considered an original, but all of the same being considered but one single agreement.

11. **SEVERABILITY.** If any provision hereof is determined by any court of competent jurisdiction to be void, invalid, or unenforceable, the offending provision shall be deemed stricken, and the remainder of this Agreement shall continue in full force and effect as if the offending provision had never been contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**LICENSEE**

**MISSOURI ASSOCIATION FOR  
COMMUNITY ACTION**



By:   
Name:   
Title:   
Date:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**MISSOURI'S  
Community Action  
Poverty Simulation**

**CAPS ORDER FORM**  
(Please Print)

Organization Name: City of Rapid City

Shipping Address: 300 6th Street  
(This must be a street address)

City, State, Zip: Rapid City, SD 57701

Billing Address: \_\_\_\_\_  
(If different than shipping address)

City, State, Zip: \_\_\_\_\_

Contact Name: Barbara Garcia

Telephone Number: (605) 394-4181

Email Address: barbara.garcia@rcgov.org

1 **Number of CAPS Kit(s) requested**

**How did you hear about the poverty simulation?** at the National League of Cities,  
National Summit in San Antonio, Texas.

**NOTE:** To complete the order we must have the following information:  
Completed order form.  
Signed/dated agreement.  
Either a \$100 deposit or a P.O. for the entire purchase amount plus shipping.

\* Unfortunately, we do not accept credit cards at this time.



**Each CAPS kit is all-inclusive and reusable. It comes in a large, convenient storage container on wheels and is yours to keep and use as many times as you want. Each kit contains:**

- **DIRECTOR'S MANUAL:** Instructions on how to run a simulation, sample invitation letter and news release, facts about poverty, suggestion about what people can do to impact policy.
- **RESOURCE PACKETS:** Instructions and accessories for each community resource, including welfare office, pawn shop, school, bank, police station, grocery store. Accessories include calculators, clip boards, money boxes, play money, homework, Social Security cards, name badges, forms.
- **FAMILY PACKETS:** There are 30 family packets, each with a family scenario and accessories, including play money, appliance cards and transportation passes.
- **COMPACT DISC:** Contains PDF files of all materials so lost items can be reprinted.

**The cost of the Poverty Simulation kit is \$1,350 plus shipping and handling.**

**Shipping & handling to Rapid City, SD is \$114.70**

**Total Cost including shipping & handling would be**

**\$1,464.70**