

**AGREEMENT FOR
DOMESTIC VIOLENCE AND SEXUAL ASSAULT VICTIM SERVICES
BETWEEN THE CITY OF RAPID CITY AND
WORKING AGAINST VIOLENCE, INCORPORATED**

This Agreement for Domestic Violence and Sexual Assault Victim Services (the “Agreement”) is made and entered into by and between the City of Rapid City, a South Dakota municipal corporation, located at 300 Sixth Street, Rapid City, South Dakota 57701 (the “City”), and Working Against Violence, Incorporated, a South Dakota nonprofit corporation, with its principal place of business at 527 Quincy Street, Rapid City, South Dakota 57701 (“WAVI”).

WHEREAS, WAVI works to create a community free of domestic abuse and sexual assault through advocacy, education, and support services; and

WHEREAS, the primary purpose of WAVI is to assist women and children in crises situations by providing temporary emergency shelter, food, and/or support services, and to educate the community on domestic violence issues; and

WHEREAS, WAVI is vital to the City by its provision to the community of education and services in the critical area of domestic violence; and

WHEREAS, the parties desire to memorialize the arrangement between WAVI and the City by entering into this Agreement; and

WHEREAS, the parties desire to enter into this Agreement to reduce their mutual covenants to writing.

NOW, THEREFORE, it is agreed as follows:

1. Recitals. The recitals set forth above constitute an integral part of this Agreement and are incorporated herein by this reference as if fully set forth herein as agreements of the parties.

2. Services. WAVI agrees to continue to provide to the community of the City of Rapid City the following facilities and services related to domestic violence and sexual assault issues:

- a. Secure facility for victims to receive WAVI's services;
- b. Domestic violence crisis line;
- c. Sexual assault crisis line;
- d. Emergency safe shelter, which will provide for the health, safety, and welfare needs of the clients served, including but not limited to clothing, food, personal care items for adults and children, and transportation;
- e. Assistance to law enforcement in securing emergency safety for victims of domestic violence and sexual assault;
- f. Comprehensive case management, including but not limited to safety planning, needs assessment, action planning, assistance in matters that are before the court, legal advocacy, medical advocacy, information gathering, and referral;
- g. Assistance to domestic violence and sexual assault victims in obtaining protection orders from the court;
- h. Facilitating and maintaining support groups;
- i. Community education; and
- j. Any other domestic violence and sexual assault victim services that WAVI may elect to provide.

3. Funding Support. The City agrees that in exchange for the services outlined in Paragraph 2 above, it shall provide to WAVI a total of Thirty Thousand Dollars and Zero Cents (\$30,000.00) during the calendar year 2013. The parties agree that all payments made during

2013 prior to the effective date of this Agreement shall count toward the \$30,000.00 total provided above.

The parties agree that the foregoing funding support represents the amount negotiated for this Agreement only. The parties anticipate that any future funding support will be negotiated on an annual basis.

4. Appropriations. The provisions of this Agreement that require the City to expend funds are expressly made subject to annual appropriation by the City. Each and any time the City elects to appropriate funding to WAVI, such funding is provisional upon the availability of the public funds appropriated.

5. Relationship between the Parties. This Agreement does not create an employment relationship between the City of Rapid City and WAVI's officers, directors, agents or employees. Nothing contained in this Agreement is intended to create a partnership, joint venture, or other legal entity. No agent of WAVI shall be the agent of the City, and WAVI covenants that it will not take any action in the name of, or by holding itself out as the agent of, the City of Rapid City.

6. Indemnification. WAVI agrees to defend, hold harmless, and indemnify the City from any and all legal liability, including reasonable attorney fees, in respect to bodily injury, death, and property damage arising from the negligence of WAVI, its officer, directors, agents, volunteers, and employees in the execution of services related to this Agreement.

7. Effective Date. This Agreement shall be effective upon execution by both parties.

8. Term. The term of this Agreement shall be from the Effective Date pursuant to Paragraph 7 above, and shall end on December 31, 2013.

9. Termination. The City shall have the option of terminating this Agreement immediately if any of the following instances of default occur:

- a. WAVI dissolves or is administratively dissolved;
- b. WAVI enters any type of proceedings related to its insolvency, whether bankruptcy, receivership, or otherwise;
- c. WAVI ceases to be a nonprofit organization;

Should the City choose to exercise its option to terminate this Agreement, such termination will be effective upon mailing of written notice to WAVI, at which time WAVI shall have no further rights under this Agreement.

10. Notices. All notices given hereunder shall be made by hand delivery or certified mail, return receipt requested, to the parties at the following addresses:

City of Rapid City
Attn: Finance Officer
300 Sixth Street
Rapid City, SD 57701

Working Against Violence, Inc.
Attn: Executive Director
527 Quincy Street
Rapid City, SD 57701

11. Change of Contact Information. WAVI agrees to notify City of any changes in contact information or the address of business correspondence within thirty (30) days after said change.

12. Non-discrimination. WAVI shall not on the grounds of race, color, sex, creed, religion, ancestry, national origin or disability discriminate or permit discrimination against any person or group of persons, in any manner prohibited by local, state or federal laws. WAVI further agrees to comply with any requirements made to enforce the foregoing which may be required of or by the City.

13. Waiver. The failure by one party to require performance of any provision herein shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

14. Amendment. This Agreement may only be amended by a written document duly executed by all parties.

15. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior negotiations, agreements and understandings, whether oral or written.

16. Counterparts. This Agreement may be executed in counterparts; each such counterpart shall be deemed an original and when taken together with other signed counterparts, shall constitute one Agreement.

17. Severability. If any provision of this Agreement is held unenforceable by a court of competent jurisdiction such holding shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

18. Headings. The headings and numbering of the different paragraphs of this Agreement are inserted for convenience only and are not to control or affect the meaning, construction or effect of each provision.

19. Construction and Venue. This Agreement shall be interpreted under the laws of the State of South Dakota. Any litigation under this Agreement shall be resolved in the Circuit Court of Pennington County, South Dakota.

[THIS SPACE INTENTIONALLY LEFT BLANK]

Dated this ____ day of _____, 2013.

CITY OF RAPID CITY:

Mayor

ATTEST:

Finance Officer

(SEAL)

WORKING AGAINST VIOLENCE, INCORPORATED:

By: _____

Its: _____

STATE OF SOUTH DAKOTA)
)ss.
COUNTY OF PENNINGTON)

On this the _____ day of _____, 2013, before me the undersigned officer, personally appeared _____, who acknowledged her/himself to be the _____ of Working Against Violence, Incorporated, a South Dakota nonprofit corporation, and that as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of Working Against Violence, Incorporated, as _____.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)

Notary Public, South Dakota
My Commission Expires: _____