

**SUBRECIPIENT CONTRACT FOR
WEED AND SEED MINIGRANT FUNDING**

**SECTION I.
AGREEMENT**

THIS AGREEMENT, made and entered into this _____, 2002, by and between the CITY OF RAPID CITY WEED AND SEED PROJECT (hereinafter referred to as "City"), and (hereinafter referred to as "Subrecipient"), 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; and

WHEREAS, the City desires to disburse funds to the Subrecipient 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. Subrecipient agrees to perform the work described in Exhibit "A" in compliance with all provisions of this contract. Subrecipient warrants and represents that it has the requisite authority and capacity to perform all terms and conditions on Subrecipient'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.
SUBRECIPIENT COMPENSATION AND METHOD OF PAYMENT**

If Subrecipient is not in default hereunder, and subject to City's receipt of the Department of Justice, Weed and Seed Minigrant funds, and provided that the contract and Statement of Work are eligible expenditures of Weed and Seed Minigrant grant funds, the City agrees to pay the Subrecipient \$3257. Payment shall be made upon presentation of invoices, which Subrecipient certifies are true and correct copies of payments due on behalf of the Subrecipient, for an activity covered by this contract and made in accordance and compliance with the Safe Haven Strategies. The City in the event of nonperformance by Subrecipient may suspend payment.

SECTION V.
TERM OF CONTRACT

Except as provided in Section VI below, this contract shall be in effect as long as the Subrecipient retains control over Weed and Seed Minigrant funds.

SECTION VI.
TERMINATION OF CONTRACT

This contract may be terminated, if the Subrecipient 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 Subrecipient.

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

SECTION IX.
SUBRECIPIENT

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

SECTION XI.
SUBRECIPIENT FILES AND INFORMATION REPORTS

The Subrecipient 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 Subrecipient activity reports. The Subrecipient shall retain these records for a period of three (3) years after the completion of the project. A Subrecipient report shall be submitted with all requests for reimbursement.

SECTION XII.
INDEPENDENCE OF SUBRECIPIENT

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

SECTION XIII.
LIABILITY

Subrecipient 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 Subrecipient, or by the conditions created thereby. Subrecipient 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 Subrecipient, or out of any violation of Subrecipient of any statute, ordinance, rule or regulation.

SECTION XIV.
ASSURANCES

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

**SECTION XV.
CONFLICT OF INTEREST**

The Subrecipient covenants 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 XIX.
ENTIRE AGREEMENT**

The provisions set forth in Items 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 Subrecipient 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

By: Jerry Munson
Its: Mayor

ATTEST:

Jim Preston
City Finance Officer

SUBRECIPIENT

Big Brothers/Big Sisters of the Black Hills
By: _____
Its: _____

ATTEST:

Name: _____

Title: _____

APPROVED BY:

City Attorney

EXHIBIT "A"

MINIGRANT PROJECT

PURPOSE OF FUNDING AND DESCRIPTION OF WORK TO BE PERFORMED

Big Brothers/Big Sisters of the Black Hills shall use \$3257 of Weed and Seed Minigrant funds to match quality volunteer mentors with children who live in Weed & Seed area and provide these services in a school based setting in accordance with the proposal submitted in the application for Weed and Seed Minigrant funds received in October 2002.

SCHEDULE FOR COMPLETION OF WORK

Big Brothers/Big Sisters of the Black Hills in Rapid City, SD shall perform the services set out above, and shall expend \$3257 of Weed and Seed Minigrant funding provided for above, by September 30, 2003.

BUDGET

Big Brothers/Big Sisters of the Black Hills shall use \$3257 of Weed and Seed Minigrant funds provided for above as follows:

Contracted Services:	\$
Supplies and Equipment:	\$1,402
Travel/Meetings:	\$296
Occupancy:	\$1,190
Other:	\$60
Total Grant	\$3,257

**SUBRECIPIENT CONTRACT FOR
WEED AND SEED MINIGRANT FUNDING**

**SECTION I.
AGREEMENT**

THIS AGREEMENT, made and entered into this _____, 2002, by and between the CITY OF RAPID CITY WEED AND SEED PROJECT (hereinafter referred to as "City"), and Church Response (hereinafter referred to as "Subrecipient"), 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; and

WHEREAS, the City desires to disburse funds to the Subrecipient 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. Subrecipient agrees to perform the work described in Exhibit "A" in compliance with all provisions of this contract. Subrecipient warrants and represents that it has the requisite authority and capacity to perform all terms and conditions on Subrecipient'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.
SUBRECIPIENT COMPENSATION AND METHOD OF PAYMENT**

If Subrecipient is not in default hereunder, and subject to City's receipt of the Department of Justice, Weed and Seed Minigrant funds, and provided that the contract and Statement of Work are eligible expenditures of Weed and Seed Minigrant grant funds, the City agrees to pay the Subrecipient \$3,700. Payment shall be made upon presentation of invoices, which

Subrecipient certifies are true and correct copies of payments due on behalf of the Subrecipient, for an activity covered by this contract and made in accordance and compliance with the Safe Haven Strategies. The City in the event of nonperformance by Subrecipient may suspend payment.

SECTION V.
TERM OF CONTRACT

Except as provided in Section VI below, this contract shall be in effect as long as the Subrecipient retains control over Weed and Seed Minigrant funds.

SECTION VI.
TERMINATION OF CONTRACT

This contract may be terminated, if the Subrecipient 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 Subrecipient.

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

SECTION IX.
SUBRECIPIENT

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

**SECTION XI.
SUBRECIPIENT FILES AND INFORMATION REPORTS**

The Subrecipient 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 Subrecipient activity reports. The Subrecipient shall retain these records for a period of three (3) years after the completion of the project. A Subrecipient report shall be submitted with all requests for reimbursement.

**SECTION XII.
INDEPENDENCE OF SUBRECIPIENT**

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

**SECTION XIII.
LIABILITY**

Subrecipient 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 Subrecipient, or by the conditions created thereby. Subrecipient 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 Subrecipient, or out of any violation of Subrecipient of any statute, ordinance, rule or regulation.

**SECTION XIV.
ASSURANCES**

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

**SECTION XV.
CONFLICT OF INTEREST**

The Subrecipient covenants 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 XIX.
ENTIRE AGREEMENT**

The provisions set forth in Items IXV, 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 Subrecipient 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

By: Jerry Munson
Its: Mayor

ATTEST:

Jim Preston
City Finance Officer

SUBRECIPIENT

Church Response
By: _____
Its: _____

ATTEST:

Name: _____
Title: _____

APPROVED BY:

City Attorney

EXHIBIT "A"

MINIGRANT PROJECT

PURPOSE OF FUNDING AND DESCRIPTION OF WORK TO BE PERFORMED

Church Response shall use \$3,700 of Weed and Seed Minigrant funds to provide for basic needs for the target population in accordance with the proposal submitted in the application for Weed and Seed Minigrant funds received in October 2002.

SCHEDULE FOR COMPLETION OF WORK

Church Response in Rapid City, SD shall perform the services set out above, and shall expend \$3,700 of Weed and Seed Minigrant funding provided for above, by September 30, 2003.

BUDGET

Church Response shall use \$3,700 of Weed and Seed Minigrant funds provided for above as follows:

Contracted Services:	\$
Supplies and Equipment:	\$3,700
Travel/Meetings:	\$
Occupancy:	\$
Other:	\$
Total Grant	\$

**SUBRECIPIENT CONTRACT FOR
WEED AND SEED MINIGRANT FUNDING**

**SECTION I.
AGREEMENT**

THIS AGREEMENT, made and entered into this _____, 2002, by and between the CITY OF RAPID CITY WEED AND SEED PROJECT (hereinafter referred to as "City"), and Center for Restorative Justice (hereinafter referred to as "Subrecipient"), 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; and

WHEREAS, the City desires to disburse funds to the Subrecipient 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. Subrecipient agrees to perform the work described in Exhibit "A" in compliance with all provisions of this contract. Subrecipient warrants and represents that it has the requisite authority and capacity to perform all terms and conditions on Subrecipient'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.
SUBRECIPIENT COMPENSATION AND METHOD OF PAYMENT**

If Subrecipient is not in default hereunder, and subject to City's receipt of the Department of Justice, Weed and Seed Minigrant funds, and provided that the contract and Statement of Work are eligible expenditures of Weed and Seed Minigrant grant funds, the City agrees to pay the Subrecipient \$3,200. Payment shall be made upon presentation of invoices, which Subrecipient certifies are true and correct copies of payments due on behalf of the Subrecipient, for an activity covered by this contract and made in accordance and compliance with the Safe Haven Strategies. The City in the event of nonperformance by Subrecipient may suspend payment.

SECTION V.
TERM OF CONTRACT

Except as provided in Section VI below, this contract shall be in effect as long as the Subrecipient retains control over Weed and Seed Minigrant funds.

SECTION VI.
TERMINATION OF CONTRACT

This contract may be terminated, if the Subrecipient 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 Subrecipient.

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

SECTION IX.
SUBRECIPIENT

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

SECTION XI.
SUBRECIPIENT FILES AND INFORMATION REPORTS

The Subrecipient 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 Subrecipient activity reports. The Subrecipient shall retain these records for a period of three (3) years after the completion of the project. A Subrecipient report shall be submitted with all requests for reimbursement.

SECTION XII.
INDEPENDENCE OF SUBRECIPIENT

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

SECTION XIII.
LIABILITY

Subrecipient 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 Subrecipient, or by the conditions created thereby. Subrecipient 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 Subrecipient, or out of any violation of Subrecipient of any statute, ordinance, rule or regulation.

SECTION XIV.
ASSURANCES

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

SECTION XV.
CONFLICT OF INTEREST

The Subrecipient covenants 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 XIX.
ENTIRE AGREEMENT

The provisions set forth in Items 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 Subrecipient 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

By: Jerry Munson
Its: Mayor

ATTEST:

Jim Preston
City Finance Officer

SUBRECIPIENT

Center for Restorative Justice
By: _____
Its: _____

ATTEST:

Name: _____

Title: _____

APPROVED BY:

City Attorney

EXHIBIT "A"

MINIGRANT PROJECT

PURPOSE OF FUNDING AND DESCRIPTION OF WORK TO BE PERFORMED

Center for Restorative Justice shall use \$3,200 of Weed and Seed Minigrant funds to empower the community to reclaim neighborhoods from any form of property crime and violence, restoring them as safe places to live and raise families through restorative justice/reparative boards in accordance with the proposal submitted in the application for Weed and Seed Minigrant funds received in October 2002.

SCHEDULE FOR COMPLETION OF WORK

Center for Restorative Justice in Rapid City, SD shall perform the services set out above, and shall expend \$3,200 of Weed and Seed Minigrant funding provided for above, by September 30, 2003.

BUDGET

Center for Restorative Justice shall use \$3,200 of Weed and Seed Minigrant funds provided for above as follows:

Contracted Services:	\$
Supplies and Equipment:	\$
Travel/Meetings:	\$2,700
Occupancy:	\$500
Other:	\$
Total Grant	\$3,200

**SUBRECIPIENT CONTRACT FOR
WEED AND SEED MINIGRANT FUNDING**

**SECTION I.
AGREEMENT**

THIS AGREEMENT, made and entered into this _____, 2002, by and between the CITY OF RAPID CITY WEED AND SEED PROJECT (hereinafter referred to as "City"), and Cornerstone Rescue Mission (hereinafter referred to as "Subrecipient"), 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; and

WHEREAS, the City desires to disburse funds to the Subrecipient 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. Subrecipient agrees to perform the work described in Exhibit "A" in compliance with all provisions of this contract. Subrecipient warrants and represents that it has the requisite authority and capacity to perform all terms and conditions on Subrecipient'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.
SUBRECIPIENT COMPENSATION AND METHOD OF PAYMENT**

If Subrecipient is not in default hereunder, and subject to City's receipt of the Department of Justice, Weed and Seed Minigrant funds, and provided that the contract and Statement of Work are eligible expenditures of Weed and Seed Minigrant grant funds, the City agrees to pay the Subrecipient \$7,530. Payment shall be made upon presentation of invoices, which Subrecipient certifies are true and correct copies of payments due on behalf of the Subrecipient, for an activity covered by this contract and made in accordance and compliance with the Safe Haven Strategies. The City in the event of nonperformance by Subrecipient may suspend payment.

SECTION V.
TERM OF CONTRACT

Except as provided in Section VI below, this contract shall be in effect as long as the Subrecipient retains control over Weed and Seed Minigrant funds.

SECTION VI.
TERMINATION OF CONTRACT

This contract may be terminated, if the Subrecipient 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 Subrecipient.

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

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SUBRECIPIENT

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

SECTION XI.
SUBRECIPIENT FILES AND INFORMATION REPORTS

The Subrecipient 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 Subrecipient activity reports. The Subrecipient shall retain these records for a period of three (3) years after the completion of the project. A Subrecipient report shall be submitted with all requests for reimbursement.

SECTION XII.
INDEPENDENCE OF SUBRECIPIENT

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

SECTION XIII.
LIABILITY

Subrecipient 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 Subrecipient, or by the conditions created thereby. Subrecipient 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 Subrecipient, or out of any violation of Subrecipient of any statute, ordinance, rule or regulation.

SECTION XIV.
ASSURANCES

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

SECTION XV.
CONFLICT OF INTEREST

The Subrecipient covenants 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 XIX.
ENTIRE AGREEMENT

The provisions set forth in Items 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 Subrecipient 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

By: Jerry Munson
Its: Mayor

ATTEST:

Jim Preston
City Finance Officer

SUBRECIPIENT

Cornerstone Rescue Mission
By: _____
Its: _____

ATTEST:

Name: _____

Title: _____

APPROVED BY:

City Attorney

EXHIBIT "A"

MINIGRANT PROJECT

PURPOSE OF FUNDING AND DESCRIPTION OF WORK TO BE PERFORMED

Cornerstone Rescue Mission shall use \$7,530 of Weed and Seed Minigrant funds to assist homeless to find jobs, care for their children, and help perpetuate the Mission in accordance with the proposal submitted in the application for Weed and Seed Minigrant funds received in October 2002.

SCHEDULE FOR COMPLETION OF WORK

Cornerstone Rescue Mission in Rapid City, SD shall perform the services set out above, and shall expend \$7,530 of Weed and Seed Minigrant funding provided for above, by September 30, 2003.

BUDGET

Cornerstone Rescue Mission shall use \$7,530 of Weed and Seed Minigrant funds provided for above as follows:

Contracted Services:	\$3,000
Supplies and Equipment:	\$2,000
Travel/Meetings:	\$
Occupancy:	\$2,530
Other:	\$
Total Grant	\$7,530

**SUBRECIPIENT CONTRACT FOR
WEED AND SEED MINIGRANT FUNDING**

**SECTION I.
AGREEMENT**

THIS AGREEMENT, made and entered into this _____, 2002, by and between the CITY OF RAPID CITY WEED AND SEED PROJECT (hereinafter referred to as "City"), and E.B. Bergquist PTA (hereinafter referred to as "Subrecipient"), 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; and

WHEREAS, the City desires to disburse funds to the Subrecipient 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. Subrecipient agrees to perform the work described in Exhibit "A" in compliance with all provisions of this contract. Subrecipient warrants and represents that it has the requisite authority and capacity to perform all terms and conditions on Subrecipient'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.
SUBRECIPIENT COMPENSATION AND METHOD OF PAYMENT**

If Subrecipient is not in default hereunder, and subject to City's receipt of the Department of Justice, Weed and Seed Minigrant funds, and provided that the contract and Statement of Work are eligible expenditures of Weed and Seed Minigrant grant funds, the City agrees to pay the Subrecipient \$2,500. Payment shall be made upon presentation of invoices, which Subrecipient certifies are true and correct copies of payments due on behalf of the Subrecipient, for an activity covered by this contract and made in accordance and compliance with the Safe Haven Strategies. The City in the event of nonperformance by Subrecipient may suspend payment.

SECTION V.
TERM OF CONTRACT

Except as provided in Section VI below, this contract shall be in effect as long as the Subrecipient retains control over Weed and Seed Minigrant funds.

SECTION VI.
TERMINATION OF CONTRACT

This contract may be terminated, if the Subrecipient 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 Subrecipient.

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

SECTION IX.
SUBRECIPIENT

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

SECTION XI.
SUBRECIPIENT FILES AND INFORMATION REPORTS

The Subrecipient 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 Subrecipient activity reports. The Subrecipient shall retain these records for a period of three (3) years after the completion of the project. A Subrecipient report shall be submitted with all requests for reimbursement.

SECTION XII.
INDEPENDENCE OF SUBRECIPIENT

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

SECTION XIII.
LIABILITY

Subrecipient 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 Subrecipient, or by the conditions created thereby. Subrecipient 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 Subrecipient, or out of any violation of Subrecipient of any statute, ordinance, rule or regulation.

SECTION XIV.
ASSURANCES

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

**SECTION XV.
CONFLICT OF INTEREST**

The Subrecipient covenants 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 XIX.
ENTIRE AGREEMENT**

The provisions set forth in Items 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 Subrecipient 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

By: Jerry Munson
Its: Mayor

ATTEST:

Jim Preston
City Finance Officer

SUBRECIPIENT

E.B. Bergquist PTA
By: _____
Its: _____

ATTEST:

Name: _____

Title: _____

APPROVED BY:

City Attorney

EXHIBIT "A"

MINIGRANT PROJECT

PURPOSE OF FUNDING AND DESCRIPTION OF WORK TO BE PERFORMED

E.B. Bergquist PTA shall use \$2,500 of Weed and Seed Minigrant funds to provide safer playing area for children in accordance with the proposal submitted in the application for Weed and Seed Minigrant funds received in October 2002.

SCHEDULE FOR COMPLETION OF WORK

E.B. Bergquist PTA in Rapid City, SD shall perform the services set out above, and shall expend \$2,500 of Weed and Seed Minigrant funding provided for above, by September 30, 2003.

BUDGET

E.B. Bergquist PTA shall use \$2,500 of Weed and Seed Minigrant funds provided for above as follows:

Contracted Services:	\$
Supplies and Equipment:	\$1,835
Travel/Meetings:	\$600
Occupancy:	\$
Other:	\$65
Total Grant	\$2,500

**SUBRECIPIENT CONTRACT FOR
WEED AND SEED MINIGRANT FUNDING**

**SECTION I.
AGREEMENT**

THIS AGREEMENT, made and entered into this _____, 2002, by and between the CITY OF RAPID CITY WEED AND SEED PROJECT (hereinafter referred to as "City"), and YFS Girls Inc. (hereinafter referred to as "Subrecipient"), 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; and

WHEREAS, the City desires to disburse funds to the Subrecipient 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. Subrecipient agrees to perform the work described in Exhibit "A" in compliance with all provisions of this contract. Subrecipient warrants and represents that it has the requisite authority and capacity to perform all terms and conditions on Subrecipient'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.
SUBRECIPIENT COMPENSATION AND METHOD OF PAYMENT**

If Subrecipient is not in default hereunder, and subject to City's receipt of the Department of Justice, Weed and Seed Minigrant funds, and provided that the contract and Statement of Work are eligible expenditures of Weed and Seed Minigrant grant funds, the City agrees to pay the Subrecipient \$5000. Payment shall be made upon presentation of invoices, which Subrecipient certifies are true and correct copies of payments due on behalf of the Subrecipient, for an activity covered by this contract and made in accordance and compliance with the Safe Haven Strategies. The City in the event of nonperformance by Subrecipient may suspend payment.

SECTION V.
TERM OF CONTRACT

Except as provided in Section VI below, this contract shall be in effect as long as the Subrecipient retains control over Weed and Seed Minigrant funds.

SECTION VI.
TERMINATION OF CONTRACT

This contract may be terminated, if the Subrecipient 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 Subrecipient.

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

SECTION IX.
SUBRECIPIENT

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

SECTION XI.
SUBRECIPIENT FILES AND INFORMATION REPORTS

The Subrecipient 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 Subrecipient activity reports. The Subrecipient shall retain these records for a period of three (3) years after the completion of the project. A Subrecipient report shall be submitted with all requests for reimbursement.

SECTION XII.
INDEPENDENCE OF SUBRECIPIENT

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

SECTION XIII.
LIABILITY

Subrecipient 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 Subrecipient, or by the conditions created thereby. Subrecipient 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 Subrecipient, or out of any violation of Subrecipient of any statute, ordinance, rule or regulation.

SECTION XIV.
ASSURANCES

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

**SECTION XV.
CONFLICT OF INTEREST**

The Subrecipient covenants 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 XIX.
ENTIRE AGREEMENT**

The provisions set forth in Items IXV, 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 Subrecipient 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

By: Jerry Munson
Its: Mayor

ATTEST:

Jim Preston
City Finance Officer

SUBRECIPIENT

YFS Girls Inc.
By: _____
Its: _____

ATTEST:

Name: _____

Title: _____

APPROVED BY:

City Attorney

EXHIBIT "A"

MINIGRANT PROJECT

PURPOSE OF FUNDING AND DESCRIPTION OF WORK TO BE PERFORMED

YFS Girls Inc. shall use \$5000 of Weed and Seed Minigrant funds to provide a Safe Haven for at least 100 girls from the W & S Focus area, with alternative, safe, and life enhancing activities and healthy life style option by including them in all Girls Inc. programs. in accordance with the proposal submitted in the application for Weed and Seed Minigrant funds received in October 2002.

SCHEDULE FOR COMPLETION OF WORK

YFS Girls Inc. in Rapid City, SD shall perform the services set out above, and shall expend \$5000 of Weed and Seed Minigrant funding provided for above, by September 30, 2003.

BUDGET

YFS Girls Inc. shall use \$5000 of Weed and Seed Minigrant funds provided for above as follows:

Contracted Services:	\$2,280
Supplies and Equipment:	\$1,635
Travel/Meetings:	\$271
Occupancy:	\$214
Other:	\$600
Total Grant	\$5,000

**SUBRECIPIENT CONTRACT FOR
WEED AND SEED MINIGRANT FUNDING**

**SECTION I.
AGREEMENT**

THIS AGREEMENT, made and entered into this _____, 2002, by and between the CITY OF RAPID CITY WEED AND SEED PROJECT (hereinafter referred to as "City"), and G.R.E.A.T. Program (hereinafter referred to as "Subrecipient"), 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; and

WHEREAS, the City desires to disburse funds to the Subrecipient 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. Subrecipient agrees to perform the work described in Exhibit "A" in compliance with all provisions of this contract. Subrecipient warrants and represents that it has the requisite authority and capacity to perform all terms and conditions on Subrecipient'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.
SUBRECIPIENT COMPENSATION AND METHOD OF PAYMENT**

If Subrecipient is not in default hereunder, and subject to City's receipt of the Department of Justice, Weed and Seed Minigrant funds, and provided that the contract and Statement of Work are eligible expenditures of Weed and Seed Minigrant grant funds, the City agrees to pay the Subrecipient \$2,500. Payment shall be made upon presentation of invoices, which Subrecipient certifies are true and correct copies of payments due on behalf of the Subrecipient, for an activity covered by this contract and made in accordance and compliance with the Safe Haven Strategies. The City in the event of nonperformance by Subrecipient may suspend payment.

SECTION V.
TERM OF CONTRACT

Except as provided in Section VI below, this contract shall be in effect as long as the Subrecipient retains control over Weed and Seed Minigrant funds.

SECTION VI.
TERMINATION OF CONTRACT

This contract may be terminated, if the Subrecipient 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 Subrecipient.

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

SECTION IX.
SUBRECIPIENT

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

SECTION XI.
SUBRECIPIENT FILES AND INFORMATION REPORTS

The Subrecipient 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 Subrecipient activity reports. The Subrecipient shall retain these records for a period of three (3) years after the completion of the project. A Subrecipient report shall be submitted with all requests for reimbursement.

SECTION XII.
INDEPENDENCE OF SUBRECIPIENT

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

SECTION XIII.
LIABILITY

Subrecipient 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 Subrecipient, or by the conditions created thereby. Subrecipient 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 Subrecipient, or out of any violation of Subrecipient of any statute, ordinance, rule or regulation.

SECTION XIV.
ASSURANCES

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

SECTION XV.
CONFLICT OF INTEREST

The Subrecipient covenants 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 XIX.
ENTIRE AGREEMENT

The provisions set forth in Items 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 Subrecipient 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

By: Jerry Munson
Its: Mayor

ATTEST:

Jim Preston
City Finance Officer

SUBRECIPIENT

G.R.E.A.T. Program
By: _____
Its: _____

ATTEST:

Name: _____

Title: _____

APPROVED BY:

City Attorney

EXHIBIT "A"

MINIGRANT PROJECT

PURPOSE OF FUNDING AND DESCRIPTION OF WORK TO BE PERFORMED

G.R.E.A.T. Program shall use \$2,500 of Weed and Seed Minigrant funds to provide a program to resist gangs in the public schools, and to reduce gang activity in accordance with the proposal submitted in the application for Weed and Seed Minigrant funds received in October 2002.

SCHEDULE FOR COMPLETION OF WORK

G.R.E.A.T. Program in Rapid City, SD shall perform the services set out above, and shall expend \$2,500 of Weed and Seed Minigrant funding provided for above, by September 30, 2003.

BUDGET

G.R.E.A.T. Program shall use \$2,500 of Weed and Seed Minigrant funds provided for above as follows:

Contracted Services:	\$
Supplies and Equipment:	\$2,500
Travel/Meetings:	\$
Occupancy:	\$
Other:	\$
Total Grant	\$2,500

**SUBRECIPIENT CONTRACT FOR
WEED AND SEED MINIGRANT FUNDING**

**SECTION I.
AGREEMENT**

THIS AGREEMENT, made and entered into this _____, 2002, by and between the CITY OF RAPID CITY WEED AND SEED PROJECT (hereinafter referred to as "City"), and Milwaukee Neighborhood Watch (hereinafter referred to as "Subrecipient"), 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; and

WHEREAS, the City desires to disburse funds to the Subrecipient 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. Subrecipient agrees to perform the work described in Exhibit "A" in compliance with all provisions of this contract. Subrecipient warrants and represents that it has the requisite authority and capacity to perform all terms and conditions on Subrecipient'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.
SUBRECIPIENT COMPENSATION AND METHOD OF PAYMENT**

If Subrecipient is not in default hereunder, and subject to City's receipt of the Department of Justice, Weed and Seed Minigrant funds, and provided that the contract and Statement of Work are eligible expenditures of Weed and Seed Minigrant grant funds, the City agrees to pay the Subrecipient \$600. Payment shall be made upon presentation of invoices, which Subrecipient certifies are true and correct copies of payments due on behalf of the Subrecipient, for an activity covered by this contract and made in accordance and compliance with the Safe Haven Strategies. The City in the event of nonperformance by Subrecipient may suspend payment.

SECTION V.
TERM OF CONTRACT

Except as provided in Section VI below, this contract shall be in effect as long as the Subrecipient retains control over Weed and Seed Minigrant funds.

SECTION VI.
TERMINATION OF CONTRACT

This contract may be terminated, if the Subrecipient 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 Subrecipient.

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

SECTION IX.
SUBRECIPIENT

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

SECTION XI.
SUBRECIPIENT FILES AND INFORMATION REPORTS

The Subrecipient 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 Subrecipient activity reports. The Subrecipient shall retain these records for a period of three (3) years after the completion of the project. A Subrecipient report shall be submitted with all requests for reimbursement.

SECTION XII.
INDEPENDENCE OF SUBRECIPIENT

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

SECTION XIII.
LIABILITY

Subrecipient 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 Subrecipient, or by the conditions created thereby. Subrecipient 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 Subrecipient, or out of any violation of Subrecipient of any statute, ordinance, rule or regulation.

SECTION XIV.
ASSURANCES

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

SECTION XV.
CONFLICT OF INTEREST

The Subrecipient covenants 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 XIX.
ENTIRE AGREEMENT

The provisions set forth in Items 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 Subrecipient 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

By: Jerry Munson
Its: Mayor

ATTEST:

Jim Preston
City Finance Officer

SUBRECIPIENT

Milwaukee Neighborhood Watch
By: _____
Its: _____

ATTEST:

Name: _____

Title: _____

APPROVED BY:

City Attorney

EXHIBIT "A"**MINIGRANT PROJECT****PURPOSE OF FUNDING AND DESCRIPTION OF WORK TO BE PERFORMED**

Milwaukee Neighborhood Watch shall use \$600 of Weed and Seed Minigrant funds to improve traffic safety, maintain neighborhood watch group, and graffiti strike force. in accordance with the proposal submitted in the application for Weed and Seed Minigrant funds received in October 2002.

SCHEDULE FOR COMPLETION OF WORK

Milwaukee Neighborhood Watch in Rapid City, SD shall perform the services set out above, and shall expend \$600 of Weed and Seed Minigrant funding provided for above, by September 30, 2003.

BUDGET

Milwaukee Neighborhood Watch shall use \$600 of Weed and Seed Minigrant funds provided for above as follows:

Contracted Services:	\$
Supplies and Equipment:	\$600
Travel/Meetings:	\$
Occupancy:	\$
Other:	\$
Total Grant	\$600

**SUBRECIPIENT CONTRACT FOR
WEED AND SEED MINIGRANT FUNDING**

**SECTION I.
AGREEMENT**

THIS AGREEMENT, made and entered into this _____, 2002, by and between the CITY OF RAPID CITY WEED AND SEED PROJECT (hereinafter referred to as "City"), and Rapid City Club for Boys (hereinafter referred to as "Subrecipient"), 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; and

WHEREAS, the City desires to disburse funds to the Subrecipient 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. Subrecipient agrees to perform the work described in Exhibit "A" in compliance with all provisions of this contract. Subrecipient warrants and represents that it has the requisite authority and capacity to perform all terms and conditions on Subrecipient'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.
SUBRECIPIENT COMPENSATION AND METHOD OF PAYMENT**

If Subrecipient is not in default hereunder, and subject to City's receipt of the Department of Justice, Weed and Seed Minigrant funds, and provided that the contract and Statement of Work are eligible expenditures of Weed and Seed Minigrant grant funds, the City agrees to pay the Subrecipient \$5000. Payment shall be made upon presentation of invoices, which Subrecipient certifies are true and correct copies of payments due on behalf of the Subrecipient, for an activity covered by this contract and made in accordance and compliance with the Safe Haven Strategies. The City in the event of nonperformance by Subrecipient may suspend payment.

SECTION V.
TERM OF CONTRACT

Except as provided in Section VI below, this contract shall be in effect as long as the Subrecipient retains control over Weed and Seed Minigrant funds.

SECTION VI.
TERMINATION OF CONTRACT

This contract may be terminated, if the Subrecipient 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 Subrecipient.

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

SECTION IX.
SUBRECIPIENT

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

SECTION XI.
SUBRECIPIENT FILES AND INFORMATION REPORTS

The Subrecipient 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 Subrecipient activity reports. The Subrecipient shall retain these records for a period of three (3) years after the completion of the project. A Subrecipient report shall be submitted with all requests for reimbursement.

SECTION XII.
INDEPENDENCE OF SUBRECIPIENT

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

SECTION XIII.
LIABILITY

Subrecipient 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 Subrecipient, or by the conditions created thereby. Subrecipient 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 Subrecipient, or out of any violation of Subrecipient of any statute, ordinance, rule or regulation.

SECTION XIV.
ASSURANCES

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

**SECTION XV.
CONFLICT OF INTEREST**

The Subrecipient covenants 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 XIX.
ENTIRE AGREEMENT**

The provisions set forth in Items 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 Subrecipient 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

By: _____
Jerry Munson
Its: Mayor

ATTEST:

Jim Preston
City Finance Officer

SUBRECIPIENT

Rapid City Club for Boys
By: _____
Its: _____

ATTEST:

Name: _____
Title: _____

APPROVED BY:

City Attorney

EXHIBIT "A"

MINIGRANT PROJECT

PURPOSE OF FUNDING AND DESCRIPTION OF WORK TO BE PERFORMED

Rapid City Club for Boys shall use \$5000 of Weed and Seed Minigrant funds to increase club membership from within the W & S focus area in accordance with the proposal submitted in the application for Weed and Seed Minigrant funds received in October 2002.

SCHEDULE FOR COMPLETION OF WORK

Rapid City Club for Boys in Rapid City, SD shall perform the services set out above, and shall expend \$5000 of Weed and Seed Minigrant funding provided for above, by September 30, 2003.

BUDGET

Rapid City Club for Boys shall use \$5000 of Weed and Seed Minigrant funds provided for above as follows:

Contracted Services:	\$122
Supplies and Equipment:	\$4,587
Travel/Meetings:	\$291
Occupancy:	\$
Other:	\$
Total Grant	\$5,000

**SUBRECIPIENT CONTRACT FOR
WEED AND SEED MINIGRANT FUNDING**

**SECTION I.
AGREEMENT**

THIS AGREEMENT, made and entered into this _____, 2002, by and between the CITY OF RAPID CITY WEED AND SEED PROJECT (hereinafter referred to as "City"), and Rapid City Youth Boxing (hereinafter referred to as "Subrecipient"), 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; and

WHEREAS, the City desires to disburse funds to the Subrecipient 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. Subrecipient agrees to perform the work described in Exhibit "A" in compliance with all provisions of this contract. Subrecipient warrants and represents that it has the requisite authority and capacity to perform all terms and conditions on Subrecipient'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.
SUBRECIPIENT COMPENSATION AND METHOD OF PAYMENT**

If Subrecipient is not in default hereunder, and subject to City's receipt of the Department of Justice, Weed and Seed Minigrant funds, and provided that the contract and Statement of Work are eligible expenditures of Weed and Seed Minigrant grant funds, the City agrees to pay the Subrecipient \$3500. Payment shall be made upon presentation of invoices, which Subrecipient certifies are true and correct copies of payments due on behalf of the Subrecipient, for an activity covered by this contract and made in accordance and compliance with the Safe Haven Strategies. The City in the event of nonperformance by Subrecipient may suspend payment.

SECTION V.
TERM OF CONTRACT

Except as provided in Section VI below, this contract shall be in effect as long as the Subrecipient retains control over Weed and Seed Minigrant funds.

SECTION VI.
TERMINATION OF CONTRACT

This contract may be terminated, if the Subrecipient 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 Subrecipient.

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

SECTION IX.
SUBRECIPIENT

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

SECTION XI.
SUBRECIPIENT FILES AND INFORMATION REPORTS

The Subrecipient 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 Subrecipient activity reports. The Subrecipient shall retain these records for a period of three (3) years after the completion of the project. A Subrecipient report shall be submitted with all requests for reimbursement.

SECTION XII.
INDEPENDENCE OF SUBRECIPIENT

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

SECTION XIII.
LIABILITY

Subrecipient 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 Subrecipient, or by the conditions created thereby. Subrecipient 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 Subrecipient, or out of any violation of Subrecipient of any statute, ordinance, rule or regulation.

SECTION XIV.
ASSURANCES

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

**SECTION XV.
CONFLICT OF INTEREST**

The Subrecipient covenants 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 XIX.
ENTIRE AGREEMENT**

The provisions set forth in Items 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 Subrecipient 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

By: _____
 Its: Jerry Munson
 Mayor

ATTEST:

 Jim Preston
 City Finance Officer

SUBRECIPIENT

 Rapid City Youth Boxing

By: _____
 Its: _____

ATTEST:

 Name: _____
 Title: _____

APPROVED BY:

 City Attorney

EXHIBIT "A"**MINIGRANT PROJECT****PURPOSE OF FUNDING AND DESCRIPTION OF WORK TO BE PERFORMED**

Rapid City Youth Boxing shall use \$3500 of Weed and Seed Minigrant funds to reduce criminal activities by providing proactive social and physical activities for the youth in accordance with the proposal submitted in the application for Weed and Seed Minigrant funds received in October 2002.

SCHEDULE FOR COMPLETION OF WORK

Rapid City Youth Boxing in Rapid City, SD shall perform the services set out above, and shall expend \$3500 of Weed and Seed Minigrant funding provided for above, by September 30, 2003.

BUDGET

Rapid City Youth Boxing shall use \$3500 of Weed and Seed Minigrant funds provided for above as follows:

Contracted Services:	\$
Supplies and Equipment:	\$2,198
Travel/Meetings:	\$500
Occupancy:	\$802
Other:	\$
Total Grant	\$3,500

**SUBRECIPIENT CONTRACT FOR
WEED AND SEED MINIGRANT FUNDING**

**SECTION I.
AGREEMENT**

THIS AGREEMENT, made and entered into this _____, 2002, by and between the CITY OF RAPID CITY WEED AND SEED PROJECT (hereinafter referred to as "City"), and Roosevelt Neighborhood Watch (hereinafter referred to as "Subrecipient"), 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; and

WHEREAS, the City desires to disburse funds to the Subrecipient 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. Subrecipient agrees to perform the work described in Exhibit "A" in compliance with all provisions of this contract. Subrecipient warrants and represents that it has the requisite authority and capacity to perform all terms and conditions on Subrecipient'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.
SUBRECIPIENT COMPENSATION AND METHOD OF PAYMENT**

If Subrecipient is not in default hereunder, and subject to City's receipt of the Department of Justice, Weed and Seed Minigrant funds, and provided that the contract and Statement of Work are eligible expenditures of Weed and Seed Minigrant grant funds, the City agrees to pay the Subrecipient \$600. Payment shall be made upon presentation of invoices, which Subrecipient certifies are true and correct copies of payments due on behalf of the Subrecipient, for an activity covered by this contract and made in accordance and compliance with the Safe Haven Strategies. The City in the event of nonperformance by Subrecipient may suspend payment.

SECTION V.
TERM OF CONTRACT

Except as provided in Section VI below, this contract shall be in effect as long as the Subrecipient retains control over Weed and Seed Minigrant funds.

SECTION VI.
TERMINATION OF CONTRACT

This contract may be terminated, if the Subrecipient 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 Subrecipient.

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

SECTION IX.
SUBRECIPIENT

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

SECTION XI.
SUBRECIPIENT FILES AND INFORMATION REPORTS

The Subrecipient 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 Subrecipient activity reports. The Subrecipient shall retain these records for a period of three (3) years after the completion of the project. A Subrecipient report shall be submitted with all requests for reimbursement.

SECTION XII.
INDEPENDENCE OF SUBRECIPIENT

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

SECTION XIII.
LIABILITY

Subrecipient 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 Subrecipient, or by the conditions created thereby. Subrecipient 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 Subrecipient, or out of any violation of Subrecipient of any statute, ordinance, rule or regulation.

SECTION XIV.
ASSURANCES

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

**SECTION XV.
CONFLICT OF INTEREST**

The Subrecipient covenants 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 XIX.
ENTIRE AGREEMENT**

The provisions set forth in Items IXV, 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 Subrecipient 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

By: Jerry Munson
Its: Mayor

ATTEST:

Jim Preston
City Finance Officer

SUBRECIPIENT

Roosevelt Neighborhood Watch
By: _____
Its: _____

ATTEST:

Name: _____

Title: _____

APPROVED BY:

City Attorney

EXHIBIT "A"

MINIGRANT PROJECT

PURPOSE OF FUNDING AND DESCRIPTION OF WORK TO BE PERFORMED

Roosevelt Neighborhood Watch shall use \$600 of Weed and Seed Minigrant funds to reduce crime in the Roosevelt Neighborhood Watch area. in accordance with the proposal submitted in the application for Weed and Seed Minigrant funds received in October 2002.

SCHEDULE FOR COMPLETION OF WORK

Roosevelt Neighborhood Watch in Rapid City, SD shall perform the services set out above, and shall expend \$600 of Weed and Seed Minigrant funding provided for above, by September 30, 2003.

BUDGET

Roosevelt Neighborhood Watch shall use \$600 of Weed and Seed Minigrant funds provided for above as follows:

Contracted Services:	\$
Supplies and Equipment:	\$600
Travel/Meetings:	\$
Occupancy:	\$
Other:	\$
Total Grant	\$600

**SUBRECIPIENT CONTRACT FOR
WEED AND SEED MINIGRANT FUNDING**

**SECTION I.
AGREEMENT**

THIS AGREEMENT, made and entered into this _____, 2002, by and between the CITY OF RAPID CITY WEED AND SEED PROJECT (hereinafter referred to as "City"), and YFS Child Care (hereinafter referred to as "Subrecipient"), 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; and

WHEREAS, the City desires to disburse funds to the Subrecipient 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. Subrecipient agrees to perform the work described in Exhibit "A" in compliance with all provisions of this contract. Subrecipient warrants and represents that it has the requisite authority and capacity to perform all terms and conditions on Subrecipient'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.
SUBRECIPIENT COMPENSATION AND METHOD OF PAYMENT**

If Subrecipient is not in default hereunder, and subject to City's receipt of the Department of Justice, Weed and Seed Minigrant funds, and provided that the contract and Statement of Work are eligible expenditures of Weed and Seed Minigrant grant funds, the City agrees to pay the Subrecipient \$7117. Payment shall be made upon presentation of invoices, which Subrecipient certifies are true and correct copies of payments due on behalf of the Subrecipient, for an activity covered by this contract and made in accordance and compliance with the Safe Haven Strategies. The City in the event of nonperformance by Subrecipient may suspend payment.

SECTION V.
TERM OF CONTRACT

Except as provided in Section VI below, this contract shall be in effect as long as the Subrecipient retains control over Weed and Seed Minigrant funds.

SECTION VI.
TERMINATION OF CONTRACT

This contract may be terminated, if the Subrecipient 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 Subrecipient.

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

SECTION IX.
SUBRECIPIENT

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

**SECTION XI.
SUBRECIPIENT FILES AND INFORMATION REPORTS**

The Subrecipient 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 Subrecipient activity reports. The Subrecipient shall retain these records for a period of three (3) years after the completion of the project. A Subrecipient report shall be submitted with all requests for reimbursement.

**SECTION XII.
INDEPENDENCE OF SUBRECIPIENT**

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

**SECTION XIII.
LIABILITY**

Subrecipient 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 Subrecipient, or by the conditions created thereby. Subrecipient 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 Subrecipient, or out of any violation of Subrecipient of any statute, ordinance, rule or regulation.

**SECTION XIV.
ASSURANCES**

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

**SECTION XV.
CONFLICT OF INTEREST**

The Subrecipient covenants 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 XIX.
ENTIRE AGREEMENT**

The provisions set forth in Items 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 Subrecipient 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

By: Jerry Munson
Its: Mayor

ATTEST:

Jim Preston
City Finance Officer

SUBRECIPIENT

YFS Child Care
By: _____
Its: _____

ATTEST:

Name: _____

Title: _____

APPROVED BY:

City Attorney

EXHIBIT "A"

MINIGRANT PROJECT

PURPOSE OF FUNDING AND DESCRIPTION OF WORK TO BE PERFORMED

YFS Child Care shall use \$7117 of Weed and Seed Minigrant funds to assist children from W & S focus area to be included in all YFS Child Care activities and receiving counseling as needed in accordance with the proposal submitted in the application for Weed and Seed Minigrant funds received in October 2002.

SCHEDULE FOR COMPLETION OF WORK

YFS Child Care in Rapid City, SD shall perform the services set out above, and shall expend \$7117 of Weed and Seed Minigrant funding provided for above, by September 30, 2003.

BUDGET

YFS Child Care shall use \$7117 of Weed and Seed Minigrant funds provided for above as follows:

Contracted Services:	\$4,240
Supplies and Equipment:	\$
Travel/Meetings:	\$2,877
Occupancy:	\$
Other:	\$
Total Grant	\$7,117