AGREEMENT BETWEEN THE CITY OF RAPID CITY
AND JOURNEY ON!, INC.
FOR COMMUNITY CO-RESPONSE SERVICES

This Agreement is entered into this _____ day of ____________, 2021, by and between the City of Rapid City (“City”), a municipal corporation organized under the laws of the state of South Dakota, of 300 Sixth Street, Rapid City, SD 57701, and Journey On!, Inc, (Contractor), P. O. Box 1874, Rapid City, SD 57709. The parties agree to the following terms:

1. **Purpose of Agreement.** The purpose of this Agreement is to outline the responsibilities of the parties regarding the Community Co-Response services the Contractor will provide to City for assisting with meeting the transportation and mentoring needs of the Rapid City houseless community in crisis.

2. The Contractor agrees to provide transportation and mentoring services to the houseless community in crisis throughout the City limits of Rapid City, SD. Further scope of service information is included in Addendum B, Scope of Services, and may be amended from time to time, upon mutual written agreement by the parties.

3. The City agrees to provide Contractor training and access to police dispatch services, for purposes of documenting calls for service and proactive outreach. The Parties understand that confidential client identification and matters regarding client services will be freely shared with each other under this agreement, with raw data documentation and statistical data analysis provided by City to Contractor on a regular basis, as agreed upon by the parties.

4. Neither the execution of the Contract nor the performance of the Services will constitute a breach or violation of any other contract, agreement, or law by which Contractor is bound or to which Contractor or any of its personnel who will perform the Services are subject.

5. The City agrees to offer Contractor supplemental briefings and training, from time to time, at a mutually agreed upon schedule and time, on the topics of City services and intake procedures for local service providers, such as Care Campus and Crisis Care, as well as law enforcement officer calls for service protocol, use of Mobile Medic, and other services with whom Contractor may have interaction. This supplemental training is in addition to Contractor’s training and Contractor’s standard and ongoing obligation to train and support Contractor’s employees.

6. Contractor agrees that its employees’ uniforms should be distinct in appearance and nature from Rapid City Police Department uniforms, such that clients and the general public are not confused as to whether or not Contractor’s employees are sworn police officers. City agrees to assist Contractor with uniform selection, at Contractor’s request.

7. Contractor’s main contact and interface regarding details of service shall be Co-Response Coordinator Captain Ryan Marciks, Rapid City Fire Department, or his designee. The Coordinator shall also be fully responsible for media releases, as may be appropriate, regarding the Co-Responder services.
8. Term. The term of this Agreement is for one (1) year beginning on January 1, 2022, or as soon thereafter as may be approved, and continuing through December 31, 2022.

City may offer Contractor pre-term training opportunities and test operations for this pilot program during November and December 2021, as mutually agreed upon by the parties, with Contractor billing City for such pilot training and operations at the same rate as service during the term, $24/hr per person, as authorized by Contractor, whether employee or volunteer.

9. Payment. Contractor agrees to bill City by invoice for services on a regular basis. City shall remit payment to Contractor within forty-five (45) days of each invoice. Payment shall not exceed $150,000 in any calendar year, and remains subject to funding availability. Further details regarding payment may be found in Addendum C, Compensation.

In case of errors or inquiries about an invoice, City agrees to send a written inquiry to Contractor stating a description of the error and why City believes it is an error and the dollar amount of the suspected error. City agrees that it is obligated to pay the parts of the invoice that it is not disputing. The parties agree that City does not need to pay the amount in question during the time the parties are resolving the dispute. The parties agree that Contractor may not take any action to collect disputed amounts or report disputed amounts as delinquent during the time the parties are in process of resolving the dispute.

If City fails to make payments when due, Contractor, at its option, may cancel any unfulfilled portion of this Agreement, without further liability, and all work already completed shall be invoiced and be due and payable within 45 days of City's receipt of the invoice.

10. Contractor acknowledges that the scope of services providing transportation and mentoring support to houseless individuals in crisis may result in personal injury or property damage to Contractor's employees and volunteers. Contractor agrees to assume the risk of providing services, and agrees to maintain the following minimum insurance coverages:

Insurance. The Contractor shall obtain and maintain, at its expense, the following minimum limits of occurrence-based insurance coverage for the duration of this agreement:

a. Workers Compensation
b. Comprehensive General Liability
c. General Aggregate
d. Business Automobile Insurance

As required by statute
$1,000,000.00
$2,000,000.00 per occurrence
As required by statute

Such insurance policies shall name City as an additional insured with respect to all activities arising out of the performance of the Work and/or services under this agreement. Contractor shall file with City acceptable Certificates of Insurance and Endorsements confirming the above coverage before commencing any work and/or services. Such Certificates shall afford City thirty (30) days written notice of cancelation.
or material change of coverage. City's failure to obtain from Contractor a Certificate of Insurance conforming to the foregoing requirements shall not be deemed a waiver of any of the foregoing requirements. This paragraph shall in no way limit the provisions of the indemnity area.

11. Indemnification and Hold Harmless. Contractor agrees to indemnify, defend and hold City, its officers, agents and employees harmless from and against any and all actions, suits, damages, liability, or other proceedings that may arise as the result of performing services under this Agreement. Contractor also agrees to indemnify and defend City, its officers, agents and employees against any and all liability, losses, claims, damages, costs, and expenses including, but not limited to, costs of defense and reasonable attorney’s fees, which City may hereafter suffer itself or pay to another party by reason of any claim, action, or right of action, at law or in equity, arising out of willful misconduct, error, omission or negligent act of Contractor and resulting in injury (including death) to any person or damage to any property to the extent such are caused by or are alleged to be caused by Contractor or its employees, any subcontractor or its employees, or any person, firm, partnership, or corporation employed or engaged by Contractor.

12. Contractor’s Use of the City Van. Contractor’s use of the City Van is governed under the “Vehicle Use Agreement Between City of Rapid City and Journey On!, Inc. dated October 15, 2021, and incorporated by reference as Addendum A.

13. Confidentiality. Contractor will hold all incident reports or other information, in any format whatsoever, confidential and agrees that such information shall only be disseminated to such individuals or agencies as may be beneficial to those individuals served.

14. Relationship between the Parties. Contractor is an independent contractor for the City. This Agreement does not create an employment relationship between the City and Contractor or its agents or employees. Nothing contained in this Agreement is intended to create a partnership or joint venture between Contractor and the City of Rapid City. No agent of Contractor shall be the agent of the City, and Contractor covenants that it will not take any action in the name of, or by holding itself out as the agent of, the City of Rapid City.

15. Time of Essence. Time is of the essence of this Agreement.

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

17. Amendments. This Agreement may only be amended by a written document duly executed by all parties.

18. Entire Agreement. This Agreement, along with the Addendums incorporated by reference, constitutes the entire agreement between the parties, and supersedes all prior negotiations, agreements and understandings, whether oral or written.
19. **Subcontracting.** Contractor was selected for its special knowledge, skills and expertise, and shall not subcontract the Services, in whole or in part, without City's prior written approval, which may be withheld for any reason. Contractor shall require any approved subcontractor to agree, as to the portion subcontracted, to comply with all obligations of Contractor specified in the Contract. Notwithstanding City's approval of a subcontractor, Contractor shall remain obligated for full performance of the Contract and City shall incur no obligation to any subcontractor. Contractor shall indemnify, defend and hold City harmless from all claims of subcontractors.

20. **Assignment.** Contractor shall not assign the Contract, in whole or in part, or any right or obligation hereunder, without City's prior written approval, which approval shall not be subject to a reasonableness standard. If Contractor is a corporation or partnership, a change in ownership of Contractor resulting from a voluntary transfer of stock or partnership interests, or a transfer upon death or disability of any owner, shall not constitute an assignment.

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

22. **Termination.** The City may terminate this Agreement for any reason. City must provide written notice of termination to Contractor at least thirty (30) days prior to the date of termination. Contractor may also terminate this contract, subject to liability to the City for reimbursement of any damages caused by Contractor to City property.

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

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

25. **Construction and Venue.** This Agreement shall be interpreted under the laws of the State of South Dakota. Any litigation under this Agreement shall be resolved in the circuit court of Pennington County, State of South Dakota.

26. **No Third-Party Beneficiaries.** There are no third-party beneficiaries of this Contract. The parties agree and intend that this Contract shall be enforceable only by the parties and their duly authorized representatives.

27. **Notices.** Any notice permitted or required by the Contract shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, and with return receipt requested, to the persons and addresses shown below. Notices sent by certified mail will be deemed delivered three
business days after placement in the mail. Required notices must be signed by the person designated to receive notices, or that person's designee or attorney.

Contractor's Registered Agent: Journey On!, Inc.  
Tracy Sigdestad  
P.O. Box 1874  
Rapid City, SD 57709  
City of Rapid City  
Pauline Sumption  
City Finance Officer  
300 6th Street  
Rapid City, SD 57701

Each party shall notify the other of any change in the name or address to be used for delivery of notices.

Dated this _____ day of ____________, 2021.

CITY OF RAPID CITY

Mayor Steve Allender

ATTEST:

__________________________________________  
Finance Officer  
(SEAL)  
Dated this _____ day of ____________, 2021.

JOURNEY ON!, INC.

By ______________________________  
Its ______________________________

STATE OF SOUTH DAKOTA )  
COUNTY OF PENNINGTON ) ss.

On this the _____ day of ____________, 2021, before me the undersigned officer, personally appeared ______________________________, who acknowledged himself/herself to be the ______________________________ of Journey On!, Inc, and as such, being authorized so to do, executed the foregoing instrument for the purposes contained in this document, on behalf of Journey On!, Inc.

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

(SEAL)  
Notary Public, State of South Dakota  
My Commission Expires: ______________________________
Addendum A

Van Usage Agreement
VEHICLE USE AGREEMENT BETWEEN
THE CITY OF RAPID CITY AND JOURNEY ON! INC.

This Vehicle Use Agreement between the City of Rapid City and Journey On! Inc. ("Agreement") is made by and between the CITY OF RAPID CITY, a municipal corporation, hereinafter referred to as the "City," of 300 Sixth Street, Rapid City, SD 57701 and JOURNEY ON! INC., a South Dakota nonprofit corporation, hereinafter referred to as "Journey On," of 904 Washington Street, Lead, SD 57754. The City and Journey On will be collectively referred to as "the Parties."

WHEREAS, the mission of Journey On is to provide in-person, on-the-street mentoring services to Rapid City's houseless population; and

WHEREAS, the City of Rapid City desires to support proactive community outreach and to provide resources to those in need, including unhoused citizens; and

WHEREAS, the City of Rapid City owns a vehicle that can be used to support outreach efforts; and

WHEREAS, Journey On has been working cooperatively with Rapid City to assist Rapid City's first responders with a community and culturally relevant solution to Rapid City's houseless population by providing mentors to those ready for services; and

NOW THEREFORE, for and in consideration of the mutual promises and agreements contained herein, the Parties hereby agree as follows:

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

2. Purpose. The purpose of this Agreement is to set forth the terms and conditions under which the City will allow Journey On to utilize a City vehicle to engage in proactive community outreach and provide resources to people in need. If available, appropriate, and when requested by an employee of the Rapid City Police Department (RCPD) as communicated by either the employee himself/herself or Pennington County Emergency Services Communications Center 911 Dispatch, Journey On agrees to utilize the vehicle and respond in lieu of a law enforcement officer to provide resources to an unhoused citizen. Outside of a specific request by the RCPD, Journey On will use the vehicle at its discretion to provide resources and services to citizens in the scope of its mission.

3. Title and Vehicle Information. The vehicle that is the subject of this Agreement is a 2019 Dodge Grand Caravan with a VIN of 2C4RDDBG9KR521953 and a license plate of 5B1991. The vehicle has approximately 28,245 miles on it and a current value of $24,674. The vehicle will be hereinafter referred to as the "Van."

The Van will be utilized by Journey On pursuant to the terms of this Agreement; however, the Van will remain the property of the City, and the City will retain the title to the Van.

Page 1 of 6
4. **Consideration.** The Parties agree that the mutual covenants and promises contained herein shall constitute good and sufficient consideration for the execution of this Agreement.

5. **City Obligations.** The City will be responsible for the following and all costs associated with such:

   a. Providing all maintenance of the Van other than maintenance related to damage that Journey On is responsible for fixing, as detailed in Section 6.

6. **Journey On Obligations.** Journey On will be responsible for the following and all costs associated with such:

   a. Fixing any damage to the Van, with the exception of reasonable wear and tear, that occurs:
      i. While the Van is being used by Journey On;
      ii. In connection with Journey On’s use or storage of the Van; or
      iii. While the Van is under the control of an agent of Journey On.
   b. Reimbursing the City for the cost to fix such damage and for any loss of use of the Van if any damages in Subsection 6.a. are not fixed by Journey On within 90 days of such damage being sustained.
   c. Having in force on the Van an owner’s policy of liability insurance that is primary to any insurance policy that the City may have on the Van and that names Journey On and its agents as the insured and the City of Rapid City as an additional insured as follows at a minimum:
      i. $1,000,000 dollars because of bodily injury to or death of one person in any one accident;
      ii. $1,000,000 dollars because of bodily injury to or death of two or more persons in any one accident;
      iii. $1,000,000 dollars because of injury to or destruction of property of others in any one accident; and
      iv. This policy can be considered a $1,000,000 combined single limit policy, providing the above bodily injury amounts and property damage amount all within the $1,000,000.
   d. Providing the City with a copy of a Certificate of Insurance completed by Journey On’s insurance carrier or agent, certifying that the minimum insurance coverage required by this Agreement is in effect and will not be canceled or changed until thirty days written notice is given to the City.
   e. Ensuring that the Van is only driven by a licensed driver.
   f. Providing gasoline for the Van.
   g. Cleaning the interior and exterior of the Van.
   h. Ensuring that the Van does not go beyond the boundaries of Pennington County, unless Journey On obtains written approval from Captain Scott Sitts (or his designee) or Lieutenant Tim Doyle of the Rapid City Police.
Department for specific trips outside the boundaries of Pennington County.

i. Contacting the Rapid City Police Department Special Operations Sergeant (currently Sergeant Ryan Phillips) to schedule routine maintenance of the van, such as oil changes.

7. **Indemnification, Defend, and Hold Harmless.** Journey On agrees to indemnify and defend the City, its public officers, employees, and agents for and against all liability, loss, damage, costs, and expenses including, but not limited to, costs of defense and reasonable attorney’s fees, which the City may hereafter suffer itself or pay to another party by reason of any claim, action, or right of action, at law or in equity, arising out of Journey On’s use of the Van. Journey On voluntarily releases, forever discharges, and holds harmless the City, its public officers, employees, and agents from any and all liability, claims, demands, actions and causes of action which Journey On may hereafter have on account of its use of the Van. Additionally, Journey On hereby voluntarily covenants not to sue the foregoing.

8. **Term.** The term of this Agreement shall begin once all Parties have executed this Agreement and shall end 100 days from the start of the term. This Agreement shall automatically renew at the end of the initial term for a period of 100 days. At the end of each successive 100-day term, this Agreement shall automatically renew for another 100-day term. This Agreement may be cancelled prior to any renewal term by either party delivering written notice to the other at least five days before the end of the then-current term.

9. **Termination.** Either party may terminate this Agreement for any reason with five days written notice. The parties will remain liable for any obligations accrued while the Agreement is in effect. If the Agreement is terminated, Journey On must return the Van to the City within five days of when the written notice is hand delivered or postmarked by certified mail. If the Van is not returned within those five days, the City is entitled to:

   a. Repossess the Van wherever it is located any time after the conclusion of those five days; and

   b. Be reimbursed at a reasonable rate for the loss of use of the Van.

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

    Rapid City Police Department
    Attn: Scott Sitts
    300 Kansas City Street
    Rapid City, SD 57701

    Journey On! Inc.
    Attn: [Redacted]
    PO Box 1874
    Rapid City, SD 57709

11. **Change of Contacts.** The parties agree to notify the other Parties of any changes in a Party’s point of contact or the address of business correspondence, within fifteen (15) days of said change.
12. **Authority.** This Agreement is made and entered into by the Rapid City Police Department Chief of Police pursuant to the authority granted by SDCL 9-1-5 and Section 3.04.090 of the Rapid City Municipal Code.

13. **Relationship between the Parties.** The relationship of the Parties is that of independent contractors. The Parties are not, by virtue of this Agreement or otherwise, in an employer-employee, principal-agent, joint venture or partnership relationship with each other, and each Party agrees not to represent to any other person, or to assert in any form or forum to the contrary. No Party is authorized to act as an agent for, or legal representative of, the other Party and no Party has the authority to assume or create any obligation on behalf of, in the name of, or binding upon the other Party.

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

15. **Waivers.** The failure by one Party to require performance of any provision herein shall not affect that Party’s right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

16. **Integration.** This Agreement contains the entire agreement and understanding of the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements, negotiations, and understandings, whether written or oral, relating to the subject matter hereof.

17. **Amendments.** This Agreement may only be amended by a written document duly executed by all Parties.

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

19. **Construction.** The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for nor against any Party. The headings and numbering of the different paragraphs of this Agreement are inserted for convenience only and are not to control or affect the meaning, construction or effect of each provision. The Parties agree that each party has reviewed this Agreement and has had the opportunity to have its counsel review the same. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.
20. **Severability.** If any provision of this Agreement is held unenforceable by a court of competent jurisdiction, such holding shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

21. **Jurisdiction and Venue.** The Parties hereto explicitly agree to submit to the personal jurisdiction of South Dakota state courts, and any dispute relating to or arising out of this Agreement, or the breach of the terms thereof, whether sounding in contract, tort or otherwise, shall be decided solely and exclusively by the Circuit Court located in Rapid City, Pennington County South Dakota.

Dated this 15th day of **October** 2021.

CITY OF RAPID CITY

[Signature]

Don Hedrick, Chief of Police
Dated this 15 day of October, 2021.

JOURNEY ON! INC.

[Signature]

By: DeVaughn Pearson
Its: Journey On Program Director

STATE OF SOUTH DAKOTA

COUNTY OF PENNINGTON

On this the 15 day of October, 2021, before me the undersigned officer, personally appeared DeVaughn Pearson, who acknowledged himself/herself to be the Program Director of Journey On! Inc., a South Dakota nonprofit corporation, and that as such Journey On, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

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

[Signature]

Notary Public, South Dakota
My Commission Expires: 7/23/27
IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

Coverage provided by this policy meets the minimum liability limits prescribed by law.

THE FRONT OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

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Addendum B

Scope of Services

1. As a member of Rapid City’s co-responder initiative, the Contractor agrees to provide outreach, response, assessment, mentoring, case management, and transportation services to the houseless community in crisis throughout the City limits of Rapid City, SD. The Contractor is an independent and autonomous actor in the provision of these services and at no point should be asked to provide, or be understood as providing, any law enforcement functions in their work as outreach provider and co-responder with City agencies also engaged in the support of and response to the houseless population.

2. Contractor’s outreach, response and proactive support services to the houseless population will generally span six (6) days per week, totaling 120 hours per week, in shifts and at a schedule to be mutually agreed upon by Contractor and City.

3. During the delivery of services to clients, Contractor agrees to transport clients to an approved location within the City limits, such as an open shelter, treatment center, social service agency, or other approved location. Transportation to private residences must be approved by the owner of the residence.

4. Contractor acknowledges that the scope of services providing support to houseless and intoxicated individuals may result in personal injury or property damage to Contractor’s property, employees and volunteers. Contractor agrees to assume the risk of providing services, and agrees to maintain insurance coverage pursuant to Agreement terms.

5. Cooperative Planning: Contractor recognizes that planning within the City and other state and local agencies is essential to the success of a coordinated service delivery system. Contractor agrees to attend and participate in a reasonable number of meetings and planning efforts initiated by City. Contractor agrees to maintain open and responsive working relations with the Rapid City Police Department (RCPD), Pennington County Sheriff’s Office (PCSO), Pennington County Health and Human Services (PCHHS), Rapid City Fire Department (RCFD), Pennington County Dispatch (PCD), and other community partners supporting houseless response activities.

6. Staffing: Contractor represents that it has employees who have experience and training to provide the services described, in a reasonable and responsible manner. Contractor agrees to provide the employees necessary to provide the services under this contract and to ensure such employees obtain training to be able to support the professional delivery of services, whether offered by the City, or another valid source. Prior to any employee of Contractor providing the services, Contractor agrees to arrange for completion of background checks and driver’s history checks for all staff employed by Contractor who will be delivering services under this Agreement. Contractor acknowledges those with convictions of any sex offense, abuse of minors or active unresolved formal charges involving crimes of violence as defined in SDCL 22-1-2 (9), are ineligible to participate in delivery of services.
Addendum C

Co-Responder Compensation: Journey Onl, Inc.

Contractor will bill City for street outreach and related activities at $24.00 per hour, per staff member on active assignment, for up to a total number of 120 hours per week, or up to a total number of 600 hours per month, with the yearly total hours not exceeding 6,250.

The hours per week or month may be adjusted, by mutual agreement of the parties, not to exceed the annual maximum amount of this contract, which is $150,000.00, subject to funding availability through the City.