

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

This Agreement is entered into this ____ day of _____, 20____, 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, as well as preliminary shift schedules, are 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 Joe Reiter, 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, 2023, or as soon thereafter as may be approved, and continuing through December 31, 2023.
9. Payment. Contractor agrees to bill City by invoice for services on a monthly basis. City shall remit payment to Contractor within forty-five (45) days of each invoice. Payment shall not exceed \$360,000 in this 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	As required by statute
b.	Comprehensive General Liability	\$1,000,000.00
c.	General Aggregate	\$2,000,000.00 per occurrence
d.	Business Automobile Insurance	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 cancellation 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 separate "Vehicle Use Agreement Between City of Rapid City and Journey On!, Inc. dated October 15, 2021, as may be amended from time to time in writing.
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, constitute 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
Tracy Davis, Interim Finance
Director, or Designee
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 _____, 20__.

CITY OF RAPID CITY

ATTEST:

Finance Officer
(SEAL)

Mayor Steve Allender

Dated this ___ day of _____, 20__.

JOURNEY ON!, INC.

By _____
Its _____

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

On this the _____ day of _____, 20__, 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: _____