

2015-2016 PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made this ____ day of August, 2015 between **MEADE SCHOOL DISTRICT 46-1 of Meade and Lawrence Counties, SD**, whose address is 1230 Douglas Street, Sturgis, S.D. 57785, hereinafter referred to as the **District**, and the **City of Sturgis** whose address is 1040 Harley-Davidson Way, Sturgis, SD 57785 hereinafter referred to as the **Consultant**.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set out herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES:

Consultant shall provide Certified Officers with the Sturgis Police Department to provide walk through, intervention and security services during portions of each school day, throughout the school year at the Sturgis Brown High School, and/or Sturgis Williams Middle School and/or the Sturgis Elementary School.

2. COMPENSATION:

As consideration, the DISTRICT shall pay to the Consultant the sum of Forty-two Thousand Dollars (\$42,000) each year, with equal payments for the amount of Ten Thousand Five Hundred Dollars (\$10,500) being made according to the following schedule:

October 15, 2015
January 15, 2016
April 15, 2016
June 15, 2016

Consultant shall submit an Invoice to the District business office in advance of each payment.

3. DIRECTION AND COORDINATION:

The CONSULTANT shall provide all supervision, insurance and management of the Police personnel on the District's campuses. The DISTRICT may request assistance directly from an officer on campus. Should the DISTRICT have concerns with the performance of any officer, the DISTRICT shall first direct comments and concerns to the Chief of Police, and if not resolved then to the City Manager.

4. TERM:

This Agreement shall commence on September 1, 2015 and shall terminate on August 31, 2016.

5. NON-DISCRIMINATION:

Consultant and its assigned officers under this contract shall provide these services nor act or conduct its activities in any manner to discriminate with regard to race, color, sex, creed, religion, ancestry, national origin, or disability.

6. INSURANCE:

Consultant shall secure the insurance specified below. All insurance secured by the Consultant under the provisions of this section shall be issued by a recognized, reputable insurance company. The insurance specified in this section may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance shall be provided to the District upon written request.

- a. Workers' compensation insurance providing the statutory limits required by South Dakota law.
- b. Professional liability insurance providing occurrence basis coverage for any claim arising from the errors, omissions, failure to render a service, or the negligent rendering of the service by Consultant in the amount of \$1,000,000 each occurrence and \$1,000,000 annual aggregate.
- c. Consultant will provide District with at least thirty (30) days' written notice of an insurer's intent to cancel or not renew any of the insurance coverage.

7. INDEPENDENT CONTRACTOR:

The parties agree that Consultant operates an independent business and is contracting to do work according to its own methods, without being subject to the control of District, except as to the result of the work. The relationship between District and Consultant shall be that as between an independent contractor and District and not as an employer-employee relationship. The payment to Consultant is inclusive of any use, excise, income, or any other tax obligation which might be determined at a later time to be the responsibility of District arising out of this Agreement.

8. **NOTIFICATION:**

Notification required pursuant to this Agreement shall be made in writing and mailed by regular U.S. mail, postage prepaid, to the following addresses. Such notification shall be deemed complete upon mailing.

IF SENT TO THE DISTRICT:

Don Kirkegaard, Superintendent
Meade School District 46-1
1230 Douglas Street
Sturgis, SD 57785

IF SENT TO THE CONSULTANT:

City of Sturgis
Attn: City Manager and Finance Office
1040 Harley-Davidson Way
Sturgis, SD 57785

Either party may change the address or addresses for notice on ten (10) days' written notice which complies with the above requirements for notice.

9. **TERMINATION:** This agreement may be terminated for Cause and, in either Party may immediately terminate this Agreement, by giving written notice of termination to the other, upon the occurrence of any of the following events:

- a. A party breaches any of its material obligations under this Agreement and does not cure the breach within thirty (30) calendar days after the non-breaching Party gives written notice describing the breach in reasonable detail.
- b. A party dissolves or liquidates or otherwise discontinues substantially all of its business operations.
- c. District fails to pay Consultant within thirty (30) calendar days after Consultant makes written demand therefore through the invoice process, any past-due amount payable under this Agreement that is not the subject of a good-faith dispute.
- d. Payment upon termination, in the event this Agreement is terminated for cause by District, District shall pay Consultant its remaining pro-rata fee.
- e. In the event of termination District agrees to compensate or assume payment for any approved expenses incurred by Consultant in performing its work for the District.
- f. In the event of termination of this Agreement, District may award an Agreement for the same services to another consultant to provide the services.

10. **JURISDICTION:** The validity, performance, and enforcement of this Agreement are governed by the laws of the State of South Dakota. Jurisdiction and venue of any legal proceeding involving the parties in connection with this Agreement will lie exclusively with the state court located in Sturgis, South Dakota and federal courts located in Rapid City, South Dakota.

11. **CONFIDENTIAL INFORMATION:** Both parties recognize that Consultant and its assigned officers, in the course of performance of this Contract, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Consultant agrees that it shall not disclose any confidential information it obtains, and acknowledges that the public

records requirements of SDCL1-27 will determine District duties under this provision, and further agrees to take appropriate action to prevent such disclosure by its assigned officers. The confidentiality covenants contained herein will survive termination or cancellation of this Agreement.

12. VOLUNTARY AGREEMENT: The parties acknowledge that they are entering into this agreement freely and voluntarily, that they have the opportunity to be represented and advised by counsel in the negotiations resulting in this Contract, that they have given due consideration to the provisions contained herein, and that they thoroughly understand and consent to all provisions herein.
13. ENTIRE AGREEMENT: This instrument contains the entire Agreement between the parties and replaces and supersedes all prior agreements, negotiations, and representations, written and oral, relating to the subject matter hereof. No statement, promises, or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding. This contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed hereon.

IN WITNESS WHEREOF, the parties have executed this Contract the day and year first above written.

Dated this _____ day of August, 2015.

CITY OF STURGIS

By: Daniel Ainslie, City Manager
City of Sturgis

The foregoing offer is accepted this _____ day of August, 2015..

MEADE SCHOOL DISTRICT 46-1

By: Bryce Richter, President
Meade School District