



**PENNINGTON COUNTY  
PLANNING DEPARTMENT**  
*Pride in the past; faith in the future.*

MEMORANDUM

TO: Rapid City Legal and Finance Committee

FROM: Scott Anderson, Pennington County Planning Director *SA*

DATE: September 5, 2001

RE: Contract for Services

Enclosed please find a copy of the Contract for Services for funding of the Drinking Water Protection Program. This contract is for 2002. In July 2001, Michael Towey was hired as the Drinking Water Coordinator. He has been working with the Drinking Water Protection Committee on various programs to maintain our valuable ground and surface water.

The Pennington County Board of Commissioners will be acting on the Contract for Services on September 11, 2001. If you have any questions, please feel free to contact Michael Towey or me at 394-2186.

**CONTRACT FOR SERVICES**

This agreement made and executed this \_\_\_\_ day of \_\_\_\_\_ 2001, between the City of Rapid City (hereinafter "City") and the County of Pennington (hereinafter "County").

This agreement, the Pennington County Drinking Water Protection Agreement, is entered into pursuant to Article IX §3 and the provisions of SDCL 1-24-8 and SDCL 11-2-4.

WHEREAS, the Joint Drinking Water Protection Committee has engaged in a comprehensive study of the Rapid City and Pennington County On-Site Septic Systems and their respective locations with respect to ground water aquifer recharge areas; and

WHEREAS, it is this Committee's conclusion that the City and County could, through a cooperative agreement, provide increased protection of our drinking water sources, increased water protection to both the urban and the rural public, and better quality environment; and

WHEREAS, the Committee believes that uniformity and consistency could occur and greater protection of a natural resource achieved;

NOW, THEREFORE, BE IT RESOLVED in consideration of the mutual agreements contained herein, the County agrees to provide and the City agrees to accept and pay, from the date of this agreement through December 31, 2002, for the following protection program services under the following terms and conditions:

I. SCOPE: In entering into this agreement the City and County are agreeing to jointly prepare Septic System design and regulatory standards equal to or more stringent than state law. All present City and County ordinances regulating Septic Systems will be superceded by these joint standards. Enforcement and legal advice as to the jointly approved ordinance will remain the duty of the City Attorney's Office for the City of Rapid City within its corporate

limits and the duty of the Pennington County States Attorney office for the county outside City limits. County will employ and supervise any and all employees hereunder.

In order to establish a common working relationship to address those problems surrounding protection of ground water aquifer recharge areas immediately contiguous to the city limits of Rapid City, the Common Council of the City of Rapid City and the Pennington County Board of Commissioners agree, from the date of this agreement through December 31, 2002, to make substantial efforts toward the identification and protection of aquifer recharge basins through education and cooperation of other governmental jurisdictions outside the City and County boundaries.

II. STRUCTURE AND OPERATION: City agrees to fund the salary, benefits and minor expenses such as office supplies and educational/promotional publications of the Water Protection Coordinator through December 31, 2002. The City of Rapid City will transfer, to the County, Title to a 1989, Chevrolet S-10 Blazer, 1GNCT18Z1K8227853, Utility, 6 Cyl., gas, 5 Pass., Blue vehicle. The County will provide office space, office furniture, telephone, computer, and vehicle operational expenses. The Water Protection Coordinator shall develop design standards and recommend an ordinance that may be adopted by both the City and County.

Continued funding of the Water Protection Coordinator and the program is intended to be from application, renewal and inspection fees. To reach the stage of self-supporting, the City and/or County may need to inject additional funding in 2002.

It is the intent of the City and County that the Water Protection Coordinator administers the program and that all inspections be contracted with private enterprise.

III. BUDGETING/COMPENSATION: City will compensate County for the service provided pursuant to this Agreement through December 31, 2002 in an amount determined by

the following procedure. The County will employ a Water Protection Coordinator in consultation with the Drinking Water Protection Committee and the Water Protection Coordinator shall formulate proposed budgets for both the urban and rural jurisdictions in conjunction with the timing of the budgeting process for both the City and County. The Water Protection Coordinator shall include with the proposed budgets a written summary of the expenditures contemplated in the budgets. If either governing body rejects its proposed budget, it shall send the budget back to the Water Protection Coordinator with written recommendations as to how the budget should be modified. The Water Protection Coordinator shall revise the budget and re-submit it to the governing body. Nothing contained herein shall be construed as prohibiting the Water Protection Coordinator from seeking a budget supplement in accordance with the established procedure.

The City shall reimburse the County for actual costs, in monthly installments, through December 31, 2002. The County shall make a request for payment of each monthly installment to the City Finance Officer on an approved city voucher. Upon receipt of said voucher, the City Finance Officer shall provide for payment of such voucher according to the normal City payment process.

IV. PROPERTY: Any unidentified property and operational equipment acquired by the Water Protection Coordinator shall be with County funds and shall be the property of the County.

V. INSURANCE: County shall continue to appropriately maintain and insure for the use and loss of all such property including appropriate automobile insurance. The Water Protection Coordinator shall provide County with a current list of all employees who shall have authority to operate a County automobile.

VI. PERSONNEL AND BUDGET REVIEW COMMITTEE: City and County agree

to the continuance of the Drinking Water Protection Committee. The function of the Drinking Water Protection Committee will be to act as an advisory committee in reviewing yearly budgets and programs for the Water Protection Coordinator and make recommendations on proposed Ordinances and procedures.

VII. TERM: This Agreement, after December 31, 2002, shall run from year to year in the manner provided in Section III of this Agreement. If this agreement is to be renewed for the subsequent year, approval must occur on or before August 1st of the current year by each of the respective governing bodies of the City and County and such renewal shall be binding on each party for the following budgetary year. If either party wishes to terminate the Agreement, written notice of intent to withdraw shall be provided to the other party. Both parties must agree to the termination of the Agreement if it is to terminate before the year-end.

VIII. AMENDMENT: This Agreement may be amended at any time by the written Agreement of both parties.

CITY OF RAPID CITY

PENNINGTON COUNTY

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chairperson, Board of Commissioners

ATTEST:

ATTEST:

\_\_\_\_\_  
Finance Officer

\_\_\_\_\_  
County Auditor / Deputy

(SEAL)

(SEAL)

**ACKNOWLEDGEMENT**

On this the \_\_\_\_ day of \_\_\_\_\_, 2001, before me, the undersigned officer, personally appeared Jerry Munson and Jim Preston; who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Rapid City, a municipal corporation, and that they, as such Mayor and Finance Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the City of Rapid City by themselves as Mayor and Finance Officer.

In witness whereof I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires:  
(SEAL)

**ACKNOWLEDGMENT**

On this the \_\_\_\_ day of \_\_\_\_\_, 2001, before me, the undersigned officer, personally appeared \_\_\_\_\_, and \_\_\_\_\_ who acknowledged themselves to be the Pennington County Board of Commissioners Chairperson and Pennington County Auditor, respectively, and that they, as such Chairperson and Auditor, 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.

\_\_\_\_\_  
Notary Public  
My Commission Expires:  
(SEAL)