

PROFESSIONAL SERVICES AGREEMENT

FOR AND IN CONSIDERATION of the mutual benefit inuring to the parties hereto, this Agreement is entered into this ___ day of _____, 2004, between the City of Rapid City, hereinafter "City," and Virginia Wood Nelson subject to the following terms and conditions:

1. The purpose of this Agreement is to allow Virginia Wood Nelson to perform professional training in the areas of customer service, conflict resolution and effective team building for the Department of Growth Management;
2. Ms. Nelson will be required to provide to the City the services outlined in her "Proposal for Services to the City of Rapid City" which is incorporated herein by this reference;
3. The City will be required to compensate Ms. Nelson for her services as follows:
 - a. Pre-Training Consultation: Creation and coordination of employee survey and meetings related to training at the rate of \$50 an hour.
 - b. Training and Organization Development at the rate of \$100 per hour.
4. Ms. Nelson will provide master copies of any materials to the City. She will be reimbursed for those materials at cost. In order to be reimbursed she shall provide to the City an itemized receipt specifically enumerating any costs that she is requesting reimbursement for.
5. In no event shall the cost of services provided to the City by Ms. Nelson exceed \$7,650.
6. Ms. Nelson knowingly, intelligently, and voluntarily agrees to indemnify and hold harmless the City, and their employees, officers, and agents, in whole or in part, from any claim, loss or damages arising as a result of any services performed under this Agreement, whether direct or indirect, whether to person or property, and including worker compensation claims.
7. This contract contains the entire Agreement between the parties, and is subject to and will be construed under the laws of the State of South Dakota, and may be amended only in writing signed by both parties.

Dated this ___ day of _____, 2004.

CITY OF RAPID CITY

Virginia Wood Nelson

Mayor

ATTEST:

Finance Officer

(SEAL)