

PARTICIPATION AGREEMENT FOR A COMMUNITY NEEDS ASSESSMENT

THIS AGREEMENT, made and entered into this 27th day of July, 2006 by and between United Way of the Black Hills and the City of Rapid City, Witnesseth:

WHEREAS, the City of Rapid City agrees to participate in the Community Needs Assessment being conducted by the Chiesman Foundation for the United Way of the Black Hills and other participating non-profit organizations; and

WHEREAS, the total cost of the Community Needs Assessment, \$29,250, includes the development of two surveys, one for the general population and one for key stakeholders, as identified by the participating agencies. In addition, it will include mailing out 25,000 surveys with a guaranteed return of 6,000 surveys, costs for printing, postage, etc., analysis of the information received and a final report. An assessment made from 6,000 responses will provide a \pm 3% margin of error.

NOW, THEREFORE, in consideration of the mutual covenants, and conditions contained herein, the City of Rapid City and United Way of the Black Hills hereby agree as follows:

The City of Rapid City agrees to pay Ten Thousand and no/100 Dollars (\$10,000) in two payments:

- a) Five Thousand and no/100 Dollars (\$5,000) is to be paid upon completion of the development of the two survey instruments and their acceptance by all participating parties. The Survey instruments are to be completed on or before September 15, 2006; and
- b) Five Thousand and no/100 Dollars (\$5,000) is to be paid upon delivery of the final Community Needs Assessment Report. The final report is to be delivered on or before February 15, 2007; and

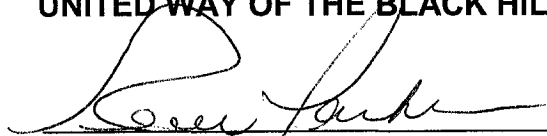
United Way of the Black Hills agrees to:

- a) allow the City of Rapid City input into the development of the two survey questionnaires;
- b) allow the City of Rapid City input regarding information to be analyzed in the final report; and
- c) provide the City of Rapid City with a copy of the final report and rights to utilize, copy, and distribute the information contained therein without restriction.

IN WITNESS WHEREOF, United Way of the Black Hills and the City of Rapid City have executed this agreement as of the date first above written and under the laws of the State of South Dakota.

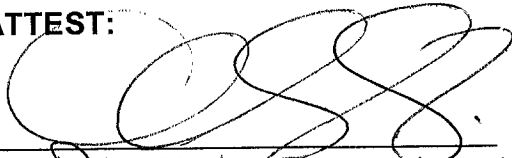
The parties hereby agree that the terms of this Agreement shall be governed by the laws of the State of South Dakota where applicable. In the event of any conflict of law, the law of the State of South Dakota shall be controlling. Any legal action arising out of or relating to this Agreement shall be brought only in the Circuit Court of the State of South Dakota, Seventh Judicial Circuit, located in Rapid City, Pennington County, South Dakota.

UNITED WAY OF THE BLACK HILLS



By: Renee Parker
Its: Executive Director

ATTEST:



By: DANIEL L. FONG
Its: Director, Dakota Plains Legal Services

CITY OF RAPID CITY

my commission
Expires 2-9-2010

By: Jim Shaw
Its: Mayor

ATTEST:

Jim Preston
City Finance Officer

APPROVED BY:

City Attorney

Date