

**AMENDMENT
TO THE
Administrative Services Agreement
for Plan Number 301875**

This Amendment to the Administrative Services Agreement (“Agreement”) for Plan number 301875 (the “Plan”) is entered by and between City of Rapid City (“Employer”) and ICMA Retirement Corporation (“ICMA-RC”), effective as of the date of execution by the Employer below (“Execution Date”).

WHEREAS, the Employer sponsors the Plan on behalf of its eligible employees and retirees;
and

WHEREAS, the Employer entered the Agreement to engage ICMA-RC to provide administrative services and investments for the Plan under the terms specified in the Agreement;
and

WHEREAS, the parties wish to amend the Agreement to provide for the reduction of the Plan Administration fee and elimination of the Mutual Funds Fee under the Agreement for the Plan over the term of the Agreement contingent on the Employer’s use of EZLink for enrollment and contribution processing over the term of the Agreement and contribution funds are submitted through wire transfer or ACH; and

WHEREAS, Section 10(a) of the Agreement provides that the Agreement may be amended pursuant to a written instrument signed by the parties;

NOW, THEREFORE, the Agreement is hereby amended as follows:

FIRST

Section 6 of the Agreement, titled “Compensation and Payment” is amended by replacing all subsections with the following:

- (a) Plan Administration Fee. The amount to be paid for plan administration services under this Agreement shall be 0.29% per annum of the amount of Plan assets invested in the Trust. Such fee shall be computed based on average daily net Plan assets in the Trust.

- (b) Mutual Fund Services Fee. There is an annual charge of 0.00% assessed against average daily net Plan assets invested in the Trust’s non-proprietary funds of VantageTrust.

(c) Compensation for Management Services to the Trust, Compensation for Advisory and other Services to The Vantagepoint Funds and Payments from Third-Party Mutual Funds. Employer acknowledges that in addition to amounts payable under this Agreement, ICMA-RC receives fees from the Trust for investment management services furnished to the Trust. Employer further acknowledges that certain wholly owned subsidiaries of ICMA-RC receive compensation for advisory and other services furnished to The Vantagepoint Funds, which serve as the underlying portfolios of a number of Funds offered through the Trust. The fees referred to in this subsection are disclosed in the Retirement Investment Guide. These fees are not assessed against assets invested in the Trust's Mutual Fund Series. In addition, to the extent that third party mutual funds are included in the investment line-up for the Plans, ICMA-RC may receive payments from such third party mutual funds or their service providers, which may be in the form of 12b-1 fees, service fees, or compensation for sub-accounting or other services provided by ICMA-RC on behalf of the funds.

(d) Redemption Fees. Redemption fees imposed by outside mutual funds in which Plan assets are invested are collected and paid to the mutual fund by ICMA-RC. ICMA-RC remits 100% of redemption fees back to the specific mutual fund to which redemption fees apply. These redemption fees and the individual mutual fund's policy with respect to redemption fees are specified in the prospectus for the individual mutual fund and referenced in the Retirement Investment Guide.

(e) Payment Procedures. All payments to ICMA-RC pursuant to this Section 6 shall be paid out of the Plan assets held by the Trust and shall be paid by the Trust, to the extent not paid by the Employer. The amount of Plan assets held in the Trust shall be adjusted by the Trust as required to reflect such payments. In the event that the Employer agrees to pay amounts owed pursuant to this section 6 directly, any amounts unpaid and outstanding after 30 days of invoice to the Employer shall be withdrawn from Plan assets held by the Trust.

The compensation and payment set for in this section 6 is further contingent upon the established of a new Plan, Plan Number 306491 (Rapid City Fraternal Order of Police Lodge 2).

The compensation and payment set forth in this section 6 is contingent upon the Employer's use of ICMA-RC's EZLink system for contribution processing and submitting contribution funds by ACH or wire transfer on a consistent basis over the term of this Agreement.

SECOND

Section 9 of the Agreement, titled "Term" is amended to provide as follows:

This Agreement shall be in effect for an initial term beginning on the Execution Date and ending 5 years after the Execution Date. This Agreement will be renewed automatically for each succeeding year unless written notice of termination is provided by either party to the other no less than 60 days before the end of such Agreement year.

The fee amendment will take effect in the calendar quarter following the Retirement Corporation's receipt of one fully-executed copy of this Amendment based upon the following schedule:

- Received by February 20: Effective April
- Received by May 20: Effective July
- Received by August 20: Effective October
- Received by November 20: Effective January

In all other respects, the Agreement is hereby ratified and affirmed.

IN WITNESS WHEREOF, Employer has caused this Amendment to be executed by its duly authorized officer this _____ day of _____, 2008.

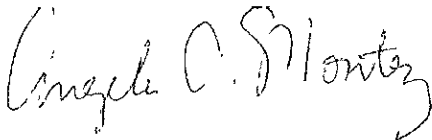
CITY OF RAPID CITY

By: _____

Print Name: _____

Title: _____

INTERNATIONAL CITY/COUNTY MANAGEMENT ASSOCIATION
RETIREMENT CORPORATION



By _____

Angela C. Montez
Assistant Corporate Secretary