

AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

FOR AND IN CONSIDERATION of the mutual benefit inuring to the parties, the receipt and sufficiency of which is hereby acknowledged, the undersigned, Dr. Robert Looyenga, and the City of Rapid City, South Dakota (hereinafter "City"), a municipal corporation under the laws of the State of South Dakota, hereby execute this Agreement subject to the following terms and conditions:

1. The terms of this Agreement is 90 days from and after March 1, 2009 ending May 31, 2009.
2. The purpose of this Agreement is to set forth the terms and conditions whereby Dr. Robert Looyenga will perform professional scientific analysis of materials, and provide results thereof for the forensic purposes of the Rapid City Police Department.
3. City will provide space, equipment, supplies, and other facilities necessary to perform analysis.
4. Dr. Looyenga will perform all testing in a timely manner, will protect and maintain the chain of custody of all materials tested, will observe the standard protocols for handling and testing of evidence, and will provide any required sworn testimony.
5. Dr. Looyenga will issue the results of his samples tested on forms approved by the City.
6. Dr. Looyenga will be compensated monthly an amount equal to 88.57% of the previous month's total monthly proceeds of the Evidence Section's Blood Alcohol Concentration Program, not to exceed \$35.00 per sample.
7. Dr. Looyenga is an independent contractor and will not be under the supervision, direction or control of any employee of the City while engaged in the conduct of forensic testing.
8. Dr. Looyenga knowingly, intelligently and voluntarily agrees to defend, indemnify and hold harmless the City, and its employees, officers and agents, in whole or in part, from any claim, loss, damages, or expenses 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.
9. This Agreement is renewable by agreement of the parties with thirty (30) days of its expiration.

Dated this _____ day of _____, 2009.

CITY OF RAPID CITY

Dr. Robert Looyenga

Alan Hanks, Mayor

ATTEST:

James Preston, Finance Officer

(SEAL)