

AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2000, by the **CITY OF SPEARFISH**, a Municipal Corporation of 625 Fifth Street, Spearfish, SD 57783, hereinafter referred to as "Spearfish;" and the **CITY OF RAPID CITY**, a Municipal Corporation of 300 Sixth Street, Rapid City, SD 57701, hereinafter referred to as "Rapid City."

Spearfish is seeking personnel assistance from the City of Rapid City. Rapid City agrees to provide personnel assistance in four areas as indicated in the August 8, 2000 memo, which is hereby incorporated by reference. These four areas include: (1) Training; (2) Review of Job Descriptions; (3) Salary Review; and (4) Personnel Policy Review.

Pursuant to this recap, the City of Rapid City agrees to provide training assistance to Spearfish on an annual basis for 11-15 employees; this assistance includes: employee evaluations, interviewing techniques and orientation. Rapid City also agrees to review 20 Spearfish job descriptions once, including any task analysis prepared by a supervisor, and prepare new job descriptions on an as needed basis. Rapid City further agrees to review the salaries of the existing job positions of City employees. Finally, Rapid City agrees to review the personnel policy of Spearfish.

It is understood between the parties that all hours indicated by Rapid City on the recap are merely estimates and that minor infrequent inquiries from the City of Spearfish to the City of Rapid City will be free of charge.

In consideration of this agreement and other good and valuable consideration, Spearfish agrees to compensate Rapid City at the rate of \$35.00 per hour. If Rapid City personnel are required to travel to Spearfish, Rapid City will be reimbursed at \$0.29 per mile.

In further consideration for Rapid City's personnel assistance, Spearfish agrees to indemnify and save harmless the City of Rapid City and its agents and employees from and against all claims, damages, losses and expenses, including reasonable attorney's fees in case it shall be necessary to file an action or defend an action arising out of Rapid City's personnel assistance.

It is specifically understood and agreed that this contract is binding upon the parties if, and only if, each year's financial obligations are approved and authorized by the Spearfish Common Council. If at any time during the life of this agreement, the Spearfish Common Council fails or refuses to approve or authorize the funds due hereunder for the following municipal fiscal year, then this agreement shall terminate upon the end of the

fiscal year for which funds were approved and authorized. Such a termination shall be without penalty to either party. Either party may terminate this contract with a thirty (30) day notice.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

CITY OF SPEARFISH

By: _____
Jerry A. Krambeck, Mayor

ATTEST:

Elizabeth A. Benning
Finance Officer

CITY OF RAPID CITY

By: _____
Jim Shaw, Mayor

ATTEST:

James F. Preston
Finance Officer

State of South Dakota)
) ss.
County of Lawrence)

I, the undersigned, a notary public in and for the county and state aforesaid, do hereby certify that Jerry A. Krambeck, personally known to me to be the Mayor of the City of Spearfish, a municipal corporation, and Elizabeth A. Benning, personally known to me to be the City Finance Officer of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Finance Officer, they signed and delivered the said instrument as Mayor and City Finance Officer of said municipality and caused the corporate seal of said municipality to be affixed thereto pursuant to authority given by the corporate authorities of the City of Spearfish as their free and voluntary act and as the free and voluntary act and deed of said municipality for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 2000.

Notary Public

(SEAL)
My Commission Expires: _____

State of South Dakota)

County of Pennington)ss)

I, the undersigned, a notary public in and for the county and state aforesaid, do hereby certify that Jim Shaw, personally known to me to be the Mayor of the City of Rapid City, a municipal corporation, and James F. Preston, personally known to me to be the City Finance Officer of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Finance Officer, they signed and delivered the said instrument as Mayor and City Finance Officer of said municipality and caused the corporate seal of said municipality to be affixed thereto pursuant to authority given by the corporate authorities of the City of Rapid City as their free and voluntary act and as the free and voluntary act and deed of said municipality for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 2000.

(SEAL)
My Commission Expires: _____

Notary Public