

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, Educational Leadership & Evaluation (hereinafter "IELE"), 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 term of this Agreement is six (6) months from and after April 1, 2001, ending October 1, 2001.
2. The purpose of this Agreement is to set forth the terms and conditions whereby Dr. John Usera of the IELE will serve as the independent evaluator of the Weed & Seed Project for 2000-2001. Dr. Usera's duties will consist of the following:
 - (a) To assist in the development and implementation of the Weed & Seed Project Evaluation Plan;
 - (b) To provide assistance in the development of appropriate instruments for data collection wherever it is required;
 - (c) To provide consultation to the coordinator and steering committee regarding procedure, methodology, and analysis of data to meeting grant requirements; and
 - (d) To produce an evaluation report that responds to the Weed & Seed Project Evaluation Plan with the appropriate recommendations for continuous improvement.
3. IELE will be compensated the total amount of \$7,000 for the evaluation and professional consultation. The rate of payment will be \$2,500 on May 22, 2001; \$2,500 on July 1, 2001, and \$2,000 on October 1, 2001.
4. The compensation of \$7,000 will include all travel and per diem.
5. IELE shall serve as an independent contractor to the City of Rapid City, and the City shall not be required to carry workers' compensation coverage, deduct payroll taxes, or social security, or provide any other fringe benefits of employment.
6. IELE voluntarily agrees to 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 workers' compensation claims.
7. Either party may terminate this Agreement upon a thirty (30) day written notice.

Dated this ____ day of _____, 2001.

EDUCATIONAL LEADERSHIP &
EVALUATION

CITY OF RAPID CITY

Director

Jim Shaw, Mayor

ATTEST:

Finance Officer

(SEAL)

Prepared By: CITY ATTORNEY'S OFFICE