

CONSULTANT AGREEMENT CONTRACT

AGREEMENT, made this ____ day of _____, 2002, by and between the City of Rapid City, (hereinafter Rapid City) having its principal office at 300 6th Street, Rapid City, South Dakota, 57701, and the Chapman Group, (hereinafter TCG), 5205 Pinedale Heights Lane, Rapid City, South Dakota, 57702. The parties, intending to be legally bound hereby, agree as follows:

1. General Representation

WHEREAS, Rapid City desires to retain the services of TCG to provide consultant services; and

WHEREAS, TCG is willing to provide said services for Rapid City, subject, however to all of the terms and conditions contained in this agreement; and

WHEREAS, Malcom Chapman will perform the Services;

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

2. Services

a) TCG will use its best efforts to provide the consulting services to Rapid City as outlined in previous discussions by facilitating a one-day Strategic Planning Session for the Mayor's Task Force on Undoing Racism and provide a written report to Rapid City setting forth the outcome of the planning session.

b) TCG will work directly with and take guidance and direction from Ms. Alison Stoeckmann or others designated by her.

3. Compensation

a) In consideration of the services performed hereunder, Rapid City agrees to pay Malcom Chapman the sum of One Thousand Dollars (\$1,000.00).

b) This payment is due upon completion of the strategic planning session and after which time an invoice is sent by the Chapman Group.

4. Limitations

a) Nothing in this agreement will grant to either party the right to make commitments of any kind for or on behalf of the other party without prior written consent of the other party.

b) TCG represents that there is no conflict of interest between its performance in a consulting capacity under this agreement and its relationship with other clients. If at any time in the future it is believed that there is a potential conflict of interest, TCG will promptly so advise.

c) TCG will act as an independent contractor and not as an employee of Rapid City, and TCG will not be entitled to any of the rights and benefits customarily extended to Rapid City employees.

5. Confidentiality

a) TCG agrees that all knowledge and information received from or about Rapid City by virtue of the performance of services under and pursuant to this agreement will for all times and all purposes be regarded by TCG as strictly confidential.

b) Rapid City agrees to maintain confidential information provided by TCG in relation to this contract as it is agreed by both parties that it is advisable to act upon information learned consistent with the goals and objectives of Rapid City.

6. Termination

Either party may terminate this agreement at any time upon thirty (30) days prior written notice to the other party. Such termination shall set forth a date of termination and will be sent to both parties. Upon such termination, if the session has yet to be completed, TCG will return payment minus any expenses incurred. TCG will provide documentation of any expenses.

7. Notices

All notices, request, instruction, or other documents required hereunder will be deemed to have been given or made when delivered by to:

If TCG, then: The Chapman Group
ATTN.: Malcom Chapman
5205 Pinedale Heights Drive
Rapid City, SD 57702

If Rapid City, then: City of Rapid City
ATTN.: Alison Stoeckmann
300 6th Street
Rapid City, SD 57701

THE CHAPMAN GROUP

CITY OF RAPID CITY

By: _____
Malcom Chapman

By: _____
Jerry Munson, Mayor

ATTEST:

Prepared by:

CITY ATTORNEY'S OFFICE

Finance Officer

(SEAL)