

AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

FOR AND IN CONDISERATION 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 twelve (12) months from and after October 1, 2002, ending September 30, 2003.
2. The purpose of this Agreement is to set forth the terms and conditions whereby IELE will serve as the independent evaluator of the Weed and Seed Project for 2002 – 2003. IELE's duties will consist of the following:
 - a. To assist in the development and implementation of the Weed and Seed Project Evaluation Plan;
 - b. To provide assistance in the development of appropriate instruments for data collection wherever it is required;
 - c. To survey the North Rapid Area residents with a needs/impact survey;
 - d. To provide consultation to the coordinator and steering committee regarding procedure, methodology, and analysis of data to meeting grant requirements; and
 - e. To produce an evaluation report that responds to the Weed and Seed Project Evaluation Plan with the appropriate recommendations for continuous improvement.
3. IELE will be compensated the total amount of \$13,500.00 for the evaluation and professional consultation. The rate of payment will be in four payments of \$3,375.00 on December 31, 2001, March 20, 2002, June 30, 20002 and September 30, 2002.
4. The compensation of \$13,500.00 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 worker's 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 _____, 2002.

Educational Leadership & Evaluation

CITY OF RAPID CITY

 Director
 ATTEST:

 Mayor

 Finance Officer

(SEAL)

**APPROVED AS TO FORM
 CITY ATTORNEY'S OFFICE**

MB 10/17/02
 Attorney Date