

**AGREEMENT BETWEEN THE CITY OF RAPID CITY AND PENNINGTON COUNTY FOR WEED AND PEST MANAGEMENT SERVICES**

This Agreement is made and entered into between the City of Rapid City, 300 Sixth Street, Rapid City, SD 57701, herein after referred to as the “City” and Pennington County, 315 St. Joseph Street, Rapid City, SD 57701, herein after referred to as the “County.”

WHEREAS, the City needs to provide for weed and pest management along Rapid Creek and its tributaries and on public property within the City; and

WHEREAS, the Pennington County Weed and Pest Dept. has the capability of providing weed and pest management services on behalf of the City of Rapid City; and

WHEREAS, the City and County wish to enter into an agreement whereby the County will provide noxious weed management services along Rapid Creek, its tributaries and public property within the City.

NOW THEREFORE, it is agreed by and between the parties as follows:

1. The Pennington County Weed and Pest Dept. will provide for weed and pest management within the City of Rapid City.
2. The areas covered by this agreement include Rapid Creek and its tributaries as well as public property and certain right of way along various streets and highways in the City including the application of weed control products upon highway dividers and other similar structures within the right of way.
3. The County agrees that they have a policy of liability insurance that covers the activities of the Weed and Pest Dept. in an amount of at least \$1,000,000 and to provide proof of that coverage to the City if requested.
4. The County further agrees to defend, indemnify and to hold the City harmless against any claims, demands or causes of action that arise or are alleged to arise out of the performance of this contract.
5. City agrees to pay to the County for these services. The amount to be paid to the County will vary based on the services requested by the City. In no event will the City pay more than \$6,000 annually for any services provided by the County unless the City Council, prior to the City requesting services that will exceed the amount, authorizes such expenditure.
6. The County will bill the City Parks Division. The billing will occur on either an annual basis to be submitted at the end of the summer season or as the work requested by the City has been completed.

7. The term of this agreement shall be one (1) year. The agreement shall renew automatically each year unless the party wishing not to renew the agreement provides written notice to the other party of their intent not to renew at least thirty (30) days prior to the agreement’s renewal date.

8. The parties agree that the County will provide all necessary employees for the work contemplated in this agreement. The County will pay all benefits, insurance and workers compensation costs that they would normally pay their employees for this work.

9. All work requested will be subject to the approval of the Director of Parks and Recreation or his designee. No work shall be performed by the County that has not been requested by the City.

10. This Agreement shall become effective on the date that it is signed by the parties.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2005.

CITY OF RAPID CITY

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Finance Officer

PENNINGTON COUNTY

\_\_\_\_\_  
By: \_\_\_\_\_

STATE OF SOUTH DAKOTA     )  
  )ss.  
COUNTY OF PENNINGTON     )

On this \_\_\_\_ day of \_\_\_\_\_, 2005, before me, the undersigned officer, personally appeared Jim Shaw and James F. Preston, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Rapid City and that they, as such Mayor and Finance Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing as such Mayor and Finance Officer of the City of Rapid City.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[SEAL]

\_\_\_\_\_  
Notary Public, State of South Dakota  
My Commission Expires:\_\_\_\_\_

STATE OF SOUTH DAKOTA        )  
  )ss.  
COUNTY OF PENNINGTON        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2005, before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of Pennington County, South Dakota, and that as such, being duly authorized so to do, executed the foregoing instrument by signing the name of Pennington County, South Dakota, by himself as \_\_\_\_\_.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[SEAL]

\_\_\_\_\_  
Notary Public, State of South Dakota  
My Commission Expires:\_\_\_\_\_