

INTERGOVERNMENTAL AGREEMENT

This Agreement is by and between Rapid City, a municipal corporation incorporated under the laws of the State of South Dakota, and Pennington County, a political subdivision of the State of South Dakota. Rapid City and Pennington County hereby agree as follows:

1. Recitals. The goal of the Spring Creek Watershed Management and Project Implementation Plan - Segment I is to bring Spring Creek into compliance with federal requirements for fecal coliform levels. Spring Creek accounts for 24 percent of the total streamflow recharge to the Madison and Minnelusa hydrogeologic units, which are a source of Rapid City's water supply.

Rapid City is one of ten agencies or organizations participating in the Spring Creek Watershed Management and Project Implementation Plan - Segment I. Other participants include: Black Hills Resource Conservation and Development, Inc., The City of Hill City, Pennington Conservation District, Pennington County, South Dakota Department of Game, Fish and Parks, South Dakota School of Mines and Technology, United States Natural Resource Conservation Service, United States Forest Service and West Dakota Water Development District. The total project cost is \$629,176, of which \$324,000 has been approved in EPA 319 Grant Funds. Other contributions to the project, in the amount of \$305,176, have been committed by the ten participating agencies or organizations in the form of in-kind services and cash contributions.

2. Authority. Pursuant to SDCL 7-18-20, Pennington County is authorized to take steps to protect groundwater supplies and to protect and monitor groundwater quality. Rapid City has similar authority pursuant to SDCL 9-32-1 and 9-32-8.
3. Duration. This Agreement shall remain in force until May 31, 2012, or until completion or termination of the Spring Creek Watershed Management and Project Implementation Plan - Segment I, whichever is sooner.
4. Purpose. The purpose of this Agreement is to detail the terms and conditions under which Rapid City will contribute to the funding of the Spring Creek Watershed Management and Project Implementation Plan - Segment I.
5. Consideration. Pennington County will assume responsibility for implementing, coordinating, and overseeing the Spring Creek Watershed Management and Project Implementation Plan - Segment I. Rapid City will contribute up to \$30,000 to fund Task 7, Evaluation and Monitoring, of the Spring Creek Watershed Management and Project Implementation Plan - Segment I. Expenses associated with Task 7 may include analysis costs, rental of monitoring equipment, and storm water monitoring.
6. Terms of Payment. Rapid City will be invoiced up to \$30,000 for expenses incurred during Task 7, Evaluation and Monitoring, of the Spring Creek Watershed Management and Project Implementation Plan - Segment I. Proof of payment from Pennington County to the Spring Creek Watershed Management and Project Implementation Plan - Segment

I will be included in all invoices submitted to Rapid City. Payment by Rapid City is due 45 days after receipt of an invoice.

- 7. Notice. Notice, invoices, or other correspondence required under the terms of this Agreement shall be delivered to the addresses of the respective parties as follows:

Rapid City
 Public Works Department
 Attn: Robert Ellis
 300 Sixth Street
 Rapid City, SD 57701

Pennington County
 Planning and Zoning
 Attn: Dan Jennissen
 315 Saint Joseph, Suite 118
 Rapid City, SD 57701

Dated this ____ day of _____, 2010.

CITY OF RAPID CITY

 Mayor

ATTEST:

 Finance Officer
 (SEAL)

Dated this ____ day of _____, 2010.

PENNINGTON COUNTY COMMISSION

 Chairman

ATTEST:

 Auditor
 (SEAL)