

**MEMORANDUM OF AGREEMENT**

This agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2005, by and between the City of Rapid City, South Dakota, party of the first part, hereinafter called the COOPERATOR and Condrey and Associates, Inc., party of the second part, hereinafter called the CONSULTANT. All obligations under this agreement will be performed by Condrey and Associates, Inc.

**WITNESSETH**, inasmuch as the COOPERATOR is desirous of setting up a cooperative service with Condrey and Associates and inasmuch as the CONSULTANT is willing to undertake and conduct such a cooperative service, the purpose of this agreement is to establish the terms and conditions under which such a cooperative service will be accomplished pursuant to the conditions herein set forth.

The CONSULTANT is an independent contractor. Furthermore, the parties hereto agree that any information gathered from the COOPERATOR of its employees, and the documents prepared therefrom, shall be the property of the COOPERATOR. They shall remain confidential and shall not be used by CONSULTANT other than in its duties and responsibilities hereunder.

**NOW, THEREFORE**, in consideration of the following mutual promises, covenants, and conditions, it is agreed as follows:

**Section I**

Condrey and Associates will:

- a. Carry on the cooperative service onsite and in the offices of Condrey and Associates substantially as set forth in the attached outline marked "Appendix A" and made a part of this agreement.

b. Preserve all of its records bearing upon the amounts payable under this agreement, and further agrees that any specifically authorized representative of the COOPERATOR shall, until the expiration of one year after final payment under this agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of Condrey and Associates involving transactions related to this agreement.

## **Section II**

COOPERATOR will pay Condrey and Associates a fee not to exceed \$12,500 upon receipt of invoices. This amount will be paid in two installments within twenty (20) days of receipt of billing. The invoices should be directed to: Ms. Cathy A. Druckrey, Human Resources Manager, City of Rapid City, 300 Sixth Street, Rapid City, South Dakota 57701. The billings shall occur on April 15, 2005 and June 1, 2005.

## **Section III**

The term of this agreement shall be from April 1, 2005 through June 30, 2005. However, it may be terminated by either party by written notice of such intent submitted 30 days in advance. In the event of such termination, the COOPERATOR will pay Condrey and Associates a prorated portion of the upcoming installment consistent with the revised termination date. Condrey and Associates will continue to work on the project until the revised termination date and will provide to the COOPERATOR interim findings and summary notes that reflect the status of the project at the time of revised termination.

**Section IV**

This agreement may be modified at any time by mutual consent of the parties hereto. Any modification hereto shall be in writing and signed by both parties.

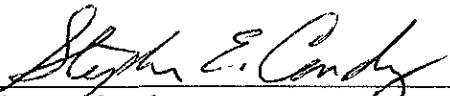
**Section V**

Neither party to this agreement will discriminate against any person, employee or applicant for employment because of race, creed, color, religion, sex, national origin, ancestry, age, veteran status, or disability.

IN WITNESS WHEREOF, this agreement is entered into on the date first above written.

FOR CONDREY AND ASSOCIATES:

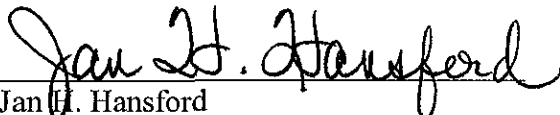
FOR THE CITY OF RAPID CITY:

  
\_\_\_\_\_  
Stephen E. Condrey  
President

\_\_\_\_\_

Date: 3/16/05

Date: \_\_\_\_\_

  
\_\_\_\_\_  
Jan H. Hansford  
Vice President/Treasurer

Date: 3/16/05



## **APPENDIX A**

### **Contract for Technical Assistance to the City of Rapid City, South Dakota Proposal for Reviewing and Updating the City's Position Classification System and Compensation Plan**

The City of Rapid City has determined the need for a review and updating of the job classification system and pay plan for all jobs covered under the city's personnel plan.

#### **Objectives**

Condrey and Associates proposes the following schedule of activities to accomplish three objectives:

1. Review and upgrade the current classification system and pay plan for all employees of the city; and
2. Collect wage survey data and produce a recommended pay plan based on job analysis, job evaluation and wage survey data.

#### **Phase I – Developing a Work Plan and Schedule of Activities**

- 1.1 Condrey and Associates will conduct an orientation describing in detail the activities that will be required to accomplish the project activities.
- 1.2 During this phase all the documents detailing the current personnel policies and procedures, job classification and pay plan will be made available to Condrey and Associates staff for review and analysis.

#### **Phase II – Job Analysis Survey**

- 2.1 Condrey and Associates staff will interview city department heads concerning employee duties and responsibilities.
- 2.2 Condrey and Associates staff will make recommendations for revision of the position classification system based on 2.1 above.

#### **Phase III – Job Evaluation**

- 3.1 Condrey and Associates staff will furnish a job evaluation format of established procedures for ranking jobs and measuring differences in job content.

- 3.2 Condrey and Associates staff and appropriate city officials will select a format best suited for measuring different levels of knowledge, skills, and abilities required to perform the jobs to be evaluated.

#### **Phase IV – Marketplace Compensation Survey**

- 4.1 In a joint effort with appropriate city officials, Condrey and Associates will collect published survey data covering public and private organizations.
- 4.2 Condrey and Associates will analyze and format the survey data for use in establishing competitive pay levels.
- 4.3 After this phase is completed, Condrey and Associates staff will review all data generated to this point with appropriate officials to determine what additional information needs to be considered before moving to the next phase.

#### **Phase V – Developing a Pay Plan**

Condrey and Associates staff will:

- 5.1 Establish recommended pay grades based on the job evaluation results (Phase III) and the wage survey (Phase IV);
- 5.2 Establish pay steps or ranges in each grade and present the complete recommended pay plan to appropriate officials for review. At this point the plan will reflect the data from Phases III and IV as well as cost-of-living data, and the jurisdiction's financial condition and compensation policy.

#### **Phase VI – Implementing and Administering the Program**

Condrey and Associates staff will:

- 6.1 Train appropriate officials in the administration of the program with an emphasis on procedures for keeping the program up-to-date; and
- 6.2 Be available to provide a reasonable level of ongoing technical assistance necessary to maintain the program.

## **Cost and Duration**

The cost to Condrey and Associates to provide the services specified in this proposal will be a **fee** not to exceed \$12,500. Considering the scope of the project, we anticipate a three (3) month work plan beginning April 1, 2005, with final reports submitted on or before June 30, 2005.