

EMPLOYMENT CONTRACT BETWEEN THE CITY OF RAPID CITY AND VICKI FISHER FOR THE POSITION OF DIRECTOR OF COMMUNITY DEVELOPMENT

This Agreement, made this ___ day of _____, 202_, by and between the City of Rapid City (the “City”), a municipal corporation of the State of South Dakota, and Vicki Fisher (the “employee”).

The City agrees to employ Vicki Fisher as the Director of Community Development for the City of Rapid City, subject to the following terms and conditions:

A. Employment at Will. The employee is an at-will employee who serves at the pleasure of the Mayor. Nothing in this Agreement should be construed as limiting the power of the Mayor pursuant to SDCL 9-14-13 to remove the employee from his/her position if the Mayor is of the opinion that the interests of the City demand his/her removal.

B. Term. This Agreement will commence on the above date and continue until terminated by either party in accordance with the provisions of this Agreement.

C. Basic Compensation. The employee’s salary shall be based on the City’s adopted pay scale for this position. The employee will initially be placed on the non-union pay scale at Grade 27 Step 17. The employee shall be paid in accordance with the City’s normal payroll schedule. The employee will be entitled to receive any general increases in salary, benefits, or compensation granted to the City’s other non-union employees. Any increases in salary or grade shall become incorporated into and become part of this Agreement.

D. Duties and Responsibilities. As the Director of Community Development, the employee’s basic duties and responsibilities are set forth in the job description, which has been attached hereto as Exhibit A. The job description in Exhibit A may be amended or revised at the sole discretion of the City. The City will inform the employee of the substance of any changes to his/her job description and the duties and responsibilities contained therein. The employee’s duties and responsibilities also include any legally permissible and proper duties and functions the Mayor or City Council may from time to time assign.

The employee will be present/available during most normal work hours and devote such time to the conduct of the business of the City as may be reasonably required to effectively discharge his/her duties under this Agreement, including time in the mornings, evenings, and on weekends. Since the employee’s position is “exempt” under the Fair Labor Standard’s Act, the employee shall not receive overtime or extra compensation for any work performed outside of normal work hours. Given that the employee will regularly be required devote time outside of normal office hours to his/her duties, the employee shall be allowed to establish an appropriate

work schedule and will accrue additional annual leave as provided for exempt employees in the City's Non-Union Employee Guide.

E. Outside Activities. The employee shall not accept secondary employment while an employee of the City. The term "secondary employment" shall not be construed to include occasional teaching, and writing performed on the employee's time off. The employee may serve as a member of a professional, charitable, or civic organization, so long as such services does not measurably impact the employee's performance in this position or create the appearance of a conflict of interest that would impair the employee's ability to work effectively herein.

F. Travel and Professional Development. Subject to the City's annual appropriation ordinance and any travel policies adopted by the City, the City will pay for reasonable travel and subsistence expenses of the employee for official travel. Official travel includes attendance at meetings and events related to his/her employment with the City, including but not limited to the South Dakota Municipal League and other regional, state and local governmental groups and committees in which the employee may serve as a member.

The City also agrees to pay for reasonable travel expenses of the employee to attend conferences, conventions, short courses, institutes, and/or seminars that are necessary for the employee's professional development, or that benefit the City. Such expenses are also governed by any travel policies the City has adopted.

The City will pay any dues or fees required for the employee to maintain any professional licenses related to his/her position and for memberships in any professional organizations which are reasonably related to his/her position. The City specifically acknowledges that the following licenses and memberships will be paid for by the City pursuant to this Agreement:

1. The employee's accreditation through the American Institute of Certified Planners/American Planning Association. The City will also accommodate travel to conferences or training needed to meet continuing educational requirements necessary to maintain this certification.
2. A membership with the International City/County Management Association.
3. A membership with the Urban Land Institute.

G. Vacation, Sick Leave, Worker's Compensation, and Other Paid Leave. Unless otherwise designated in this Agreement, the employee shall accrue annual leave, sick leave, and other paid leave at the same rate and in the same manner as the City's other non-union employees. The use of such leave shall be in accordance with the City's Non-Union Employee Guide.

H. Retirement. The City participates in the South Dakota Retirement System (SDRS). The employee shall participate in this plan so long as the City continues to be a participating member. The employee's participation in the plan will be governed by the City's Non-Union Employee Guide and South Dakota Codified Laws Chapter 3-12C.

I. Indemnification. Pursuant to SDCL 3-19-1, the City shall defend, save harmless and indemnify the employee against any tort, professional liability claim, demand, or other legal action arising out of an alleged act or omission occurring in the performance of the employee's duties under this Agreement, except those acts or omissions constituting criminal acts, or those acts outside the scope of his/her official duties, or as a result of wanton or malicious conduct. The City will defend, compromise, or settle any such claim or suit not excepted from the provisions of this section, and pay the amount of any settlement or judgment rendered thereon.

J. Use of Information Technology. If a City-owned cellular phone and/or laptop computer is provided to the employee in order to perform the duties of his/her job, the employee will follow the City's policies governing the use of such devices. Limited personal use of these items by the employee that does not impair the employee's ability to perform the functions of the employee's position is acceptable.

Upon the termination of his/her employment with City for any reason whatsoever, the employee will promptly return to the City all City owned property and equipment including, but not limited to, any manuals, records, training materials, files, phones, computers digital media, or vehicles in his/her possession. The employee also agrees to return any items/equipment provided to the employee by City for use in performance of his/her duties, including items/equipment purchased by the employee for which he/she was subsequently reimbursed for by the City.

K. Other Benefits. The employee shall be eligible to participate in all benefits provided to the City's non-union employees including, but not limited to, health insurance, life insurance, disability insurance and the flexible benefits plan. The employee's participation in these benefits will be in accordance with the City's Non-Union Employee Guide.

L. Performance Evaluation. The Mayor will make reasonable efforts to conduct a performance review at least annually and may evaluate the employee at any lesser interval at his/her sole discretion. Evaluations and performance reviews will be for the purpose of determining the employee's level of performance, attainment of goals and objectives, progress in professional development and development of appropriate relationships within the City and with organizations or entities with which the employee is expected to work and interact. The employee shall be able to put a written response in his/her personnel file if the employee disputes the results of an evaluation or performance review.

M. Termination of Employment. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the employee's ability to resign at any time from this position. In the event the employee chooses to resign his/her position, the employee will provide the City with at least thirty (30) days written notice, unless the Mayor agrees to a lesser time frame. This Agreement may be terminated by the City at any time with or without just cause. In the event the employee's termination is without just cause, the City shall pay the employee severance pay in accordance with Section N of this Agreement. Severance pay shall not be paid in the event that the employee resigns, quits, dies, or if the employee is terminated for just cause. Just cause shall include but not be limited to the following:

1. Conviction of a felony or a crime involving moral turpitude; or
2. Loss of license essential to performance of the duties & functions of the position; or
3. Neglect of duty or misconduct in office as defined by SDCL 9-14-37; or
4. An injury or other disability which prevents the employee from performing the essential functions, duties, and responsibilities of his/her position which cannot be reasonably accommodated; or
5. A willful violation by the employee of any term or condition contained in this Agreement.

N. Severance. Severance pay shall consist of an amount equivalent to six months of the employee's salary at the employee's rate of pay on the date of termination. The severance payment shall be made in a single lump sum payable with the employee's final pay check. The severance payment is in addition to any other payments made to the employee for unused leave that he/she is entitled to under the terms of the City's Non-Union Employee Guide.

The payment of severance under this provision is conditioned upon the employee executing a release of all claims or causes of action that the employee has, or may have, against the City, its employees, elected officials, agents, or officers arising out of his/her employment with the City or out of his/her termination from the City.

O. Other Terms and Conditions of Employment. Where not otherwise specifically addressed in this Agreement, the employee's terms and conditions of employment will be governed by the City's Non-Union Employee Guide. If there is a conflict between the Non-Union Employee Guide and this Agreement, the terms and conditions contained in this Agreement shall control.

The employee acknowledges that the City has the right to modify both the City's Non-Union Employee Guide and the benefits provided to the City's non-union employees. The employee further acknowledges that any subsequent modification to benefits, not directly in conflict with a specific term or provision of this Agreement, will be applicable to the employee.

P. Travel and Relocation Expenses. Moving expenses will be allowed at the Mayor's discretion. Moving expenses are limited to the cost of the mover, including packaging and

packaging materials, mileage, the cost of meals, and lodging expenses for the employee and his/her family on the date(s) of the move. Except for mileage, all expenses must be documented by original receipt or invoice in order to be reimbursed. The reimbursement under this section may not exceed an amount equal to one month of the employee's salary. Requests for reimbursement must be submitted, along with all required documentation, within 60 days of the employee's first day in his/her position.

Q. Notices. Any notice given pursuant to this Agreement shall be given in person, by mail, or e-mail to the last known address of the employee maintained on file with the City's Human Resources Department. Notice to the City shall be provided in person, by mail, or by e-mail to the Mayor, or in his/her absence, the President of the Council, and the City's Human Resources Director.

R. Construction. This Agreement has been negotiated between the City and the employee and the parties acknowledge that they have each contributed to the making of this Agreement. The employee further acknowledges that he/she had an adequate opportunity to consult with his/her own legal counsel in the negotiation and preparation of this Agreement. In the event of a dispute between the parties over interpretation of this Agreement, ambiguities shall not be attributed to either party.

S. Severability. If any provision or term of this Agreement is held to be unconstitutional, invalid, or unenforceable by any court or tribunal having jurisdiction over the parties, the remainder of this Agreement shall remain in full force and such invalidity shall not affect any other provision of this Agreement if the remaining sections or provisions can be given effect without the invalid section or provision.

T. Amendments. The terms and conditions of the Agreement may be modified only in writing that is duly executed by the employee and the City. The City Council must approve and authorize the Mayor's signature for any modification, or amendment to this Agreement.

U. Waiver. Failure of a party to insist upon adherence to any term of this Agreement on any occasion shall not be considered a waiver, or deprive that party of the right thereafter to insist upon adherence to that term, or any other term, of this Agreement.

V. Venue and Choice of Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of South Dakota. Any private mediation or arbitration to interpret or enforce this Agreement shall be conducted in Pennington County, South Dakota. Any court action shall be venued in the Seventh Judicial Circuit in Pennington County, South Dakota. This Agreement shall be interpreted with all necessary changes in gender and in number as the context may require.

W. Merger. This document constitutes the entire agreement of the parties. No other promises or consideration form a part of this Agreement. All prior discussions and negotiations are merged into this document or intentionally omitted.

Dated this _____ day of _____ 202_.

CITY OF RAPID CITY

Steve Allender, Mayor

ATTEST:

Pauline Sumption, Finance Director

(The rest of this page has been intentionally left blank.)

EMPLOYEE

Vicki Fisher

State of South Dakota)
 ss.
County of Pennington)

On this the ____ day of _____, 202_, before me, the undersigned officer, personally appeared Vicki Fisher, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that she executed the foregoing instrument for the purposes herein contained.

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

Notary Public, South Dakota

My Commission Expires:

(SEAL)

Exhibit A

City of Rapid City Job Description

Job Title	Community Development Director		
Job Code:	CPDR	Job Family:	
Pay Grade:	NU27	Date Revised:	12/14/2020
FLSA Status:	Exempt		

General Summary: This position is responsible for the daily operations of the City's Community Development Department. The Director is a member of the Mayor's leadership team and is appointed by and reports to the Mayor of Rapid City. This position is responsible for managing the operations of the department divisions and workgroups including building services, current planning, long range planning, transportation planning, administrative services, air quality program and historic preservation programs.

Essential Duties and Responsibilities:

The intent of this job description is to provide a representative summary of the major duties and responsibilities performed by incumbents of this job. Incumbents may be requested to perform job-related tasks other than those specifically presented in this description.

- Assumes full management responsibility for the Department's services and activities; oversees and anticipates in the development of policies and procedures; oversees and facilitates the development and implementation of goals, objectives, policies, and priorities for each assigned service area; and monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures and allocates resources accordingly
- Develops, implements, and maintains the City's Comprehensive Plan; directs current and advanced planning activities including zoning, development applications, subdivisions, variances, environmental reviews, and design review activities. Presents and justifies proposed plans, plan revisions, ordinances, and other recommendations that involve current and long range planning objectives.
- Directs and participates in the preparation of planning studies including the analysis, review, and presentation of narrative and statistical findings and recommendations. Oversees and participates in the development and administration of the department's budget; approves the forecast of funds needed for staffing, equipment, materials, and supplies; and approves expenditures and implements budgetary adjustments as appropriate and necessary.
- Explains, justifies, and defends assigned department programs, policies, and activities; negotiates and resolves sensitive and controversial issues; represents the Department to executive staff, elected officials, other groups, and outside agencies; and coordinates assigned activities with those of other groups, outside agencies, and organizations.
- Manages department staff to ensure fair, consistent and effective building and development processes with the goal of facilitating rather than regulating appropriate developments, as identified in the Comprehensive Plan
- Provides management oversight for the Metropolitan Planning Organization (MPO); including providing technical assistance on transportation planning activities to various boards and committees, directing the writing of grants, as well as the administration of all state and federal grant requirements.
- Provides management oversight for the City and County's Air Quality programs including coordination with all federal, state and local regulations, technical and professional staff, the City Council, the County Commission, the Air Quality Board, industry and the public, as well as the development community, and administers all state and federal grant requirements

- Develops, coordinates and manages economic development programs including the Tax Increment Financing program and other economic development and public-private partnerships as assigned.
- Develops partnerships and strong working relationships with other departments and work groups, and elected and appointed officials in order to attain excellent customer service as well as the City and the Department's goals.

Qualifications:

Education and/or Experience:

Master's degree in Planning, Architecture, Civil Engineering, Geography or related field from an accredited college/university and 5 (five) years directly related experience as a Planning Director OR a Bachelor's Degree in Planning, Architecture, Civil Engineering, Geography or related field and 10 (ten) years of progressively responsible Planning experience with at least 2-3 years in a Planning Director role AND/OR a relevant combination of experience and education that is deemed suitable by the hiring authority. The ideal candidate will possess broad programmatic experience in municipal planning including a minimum of 5 (five) years supervisory/staff management experience.

Certificates, Licenses, Registrations:

Must possess a valid South Dakota driver's license or ability to obtain within 30 days from date of hire. American Institute of Certified Planners (AICP) certification required or ability to successfully obtain within one (1) year of hire date.

Working Conditions:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally exposed to moving mechanical parts and outside weather conditions. The noise level in the work environment is usually moderate. Most work is performed indoors in an office where noise and interruptions often occur.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee is frequently required to sit; use hands to finger, handle, or feel and reach with hands and arms. The employee is occasionally required to stand; walk; climb or balance; stoop, kneel, crouch, or crawl and taste or smell. The employee must regularly lift and /or move up to 10 pounds, frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.