

June 07 expenses
paid in FY08

DEPARTMENT OF TOURISM & STATE DEVELOPMENT
STATE OF SOUTH DAKOTA
CONSULTING CONTRACT

AGREEMENT made and entered into this 1st day of July, 2006, by and between the Department of Tourism and State Development, State Archeological Research Center, a state agency, of PO Box 1257, Rapid City, SD 57709-1257, (the "State") and Kelly Services, Inc. Branch 5525 of 1301 W. Omaha Suite 107, Rapid City, SD 57702, (the "Consultant").

The State hereby enters into this Agreement for services with Consultant in consideration of and pursuant to the terms and conditions set forth herein.

1. The Consultant will provide the payroll services for customer recruited archaeologist on field and lab projects for the State

The Consultant reserves the right to decline high-risk assignments that it may deem unacceptable to standard Kelly guidelines.

2. The Consultant's services under this Agreement shall commence on July 1, 2006 and end on June 30, 2007, unless sooner terminated pursuant to the terms hereof.

3. The Consultant will use State equipment, supplies or facilities. The Consultant's Employer Identification Number is [REDACTED]

4. The State will make payment for services upon satisfactory completion of the services not to exceed \$475,000. The State will not pay Consultant's expenses as a separate item. The TOTAL CONTRACT AMOUNT (Not to Exceed) \$475,000, upon submission of invoices for services provided, payment will be processed.

5. The State agrees to recruit archaeologists for the Consultant.

6. The State is responsible for the work product of the payroll service employees as well as the equipment and supplies used by them.

7. The State agrees that except for usual worker's compensation claims of payroll service employees, the State is responsible for all claims, losses, expenses and damages, including bodily injury and property damage, concerning the use of or loss of, and physical loss or damage to, any vehicle and its contents, machinery, equipment, or material in the care, custody or control of Consultant, its agents, or its employees.

8. The State will give direction, supervision, and workplace control over the payroll service employees.

9. The Consultant agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing payroll services hereunder. This section does not require the Consultant to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.

10. The Consultant, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

A. Commercial General Liability Insurance: The Consultant shall maintain adequate commercial general liability insurance with a limit not less than \$1,000,000.

B. Worker's Compensation Insurance: The Consultant shall procure and maintain workers' compensation and employers' insurance as required by South Dakota law.

The Consultant shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

The Consultant shall furnish copies of insurance Certificates if requested by the State.

11. While performing services hereunder, the Consultant is an independent contractor and not an officer, agent, or employee of the State of South Dakota.

12. This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Consultant breaches any of the terms or conditions hereof, this Agreement may be terminated by the State at any time with or without notice. If termination for such a default is effected by the State, any payments due to Consultant at the time of termination may be adjusted to cover any additional costs to the State because of Consultant's default. Upon termination the State may take over the work and may award another party an agreement to complete the work under this Agreement. If after the State terminates for a default by Consultant it is determined that Consultant was not at fault, then the Consultant shall be paid for eligible services rendered and expenses incurred up to the date of termination.

13. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

14. This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be

expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

15. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

16. The Consultant will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.

17. The Consultant may not use subcontractors to perform the services described herein without the express prior written consent of the State. The Consultant will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Consultant will cause its subcontractors, agents, and employees to comply, with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

18. Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to Richard Benda on behalf of the State, and by Kelly Services, on behalf of the Consultant, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

19. Consultant represents and warrants that the software, hardware, equipment, and/or any goods and services provided under this Agreement, are designed to be used prior to, during, and after the calendar year 2000 A.D., and will operate during each such time period without error relating to date data, specifically including any error relating to, or the product of, date data which represents or references different centuries or more than one century. The Consultant warrants that any software, hardware, equipment, and/or any goods and services furnished under this Agreement shall create no liability, financial or otherwise, for the State of South Dakota arising from the happening of the year 2000 or any other dates and that it will indemnify and hold the State of South Dakota harmless for any such liability.

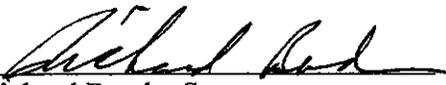
20. In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.

21. All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

In Witness Whereof, the parties signify their agreement effective the date above first written by the signatures affixed below.

STATE

CONSULTANT

BY: 
Richard Benda, Secretary
Dept of Tourism & State Development

BY: 
BRIAN E. PAULSEN
Kelly Services, Inc

DATE: 6-19-06

DATE: 6/27/06

- State Agency Coding (MSA Center) 0442030769.
- State Agency MSA Company for which contract will be paid 3139.
- Object/subobject MSA account to which voucher will be coded 52041300.
- Name and phone number of contact person in State Agency who can provide additional information regarding this contract Jim Donohue (605) 394-1936.

Attachment A
ARCHAEOLOGICAL JOB DESCRIPTIONS
State of South Dakota

Archaeological Aide

No previous work experience necessary. Must have a high-school diploma or GED. Fieldwork entails excavation of archaeological sites using shovels, mason's trowels, etc.: soil screening in hand-operated sifter; and recording archaeological field data on forms. This is outdoor work, and individual must be in good physical condition. Considerable travel within South Dakota is to be expected. Lab work entails sorting, cleaning, and labeling artifacts; processing soil samples; data entry on computer; and record keeping.

Archaeological Technician

Requires a college-level archaeological field school or its equivalent and at least a high school diploma or GED. Some previous class work in archaeology, anthropology, or a related subject is preferred but not required. Field work entails 1) excavation of archaeological sites using shovels, mason's trowels, etc.: soil screening; photographing excavations; and recording archaeological field data on forms; and 2) inventory of properties to locate archaeological sites; photographing sites; and recording data on site on state forms. This is outdoor work, and individual must be in good physical condition. Considerable travel within South Dakota is to be expected. Lab work entails sorting, cleaning, and labeling artifacts; processing soil samples; data entry on computer; map drafting, and other record keeping. Occasionally individuals in this position will be required to prepare brief reports or sections of larger reports such as artifact descriptions or site summaries.

Archaeological Crew Chief

Requires a bachelor's degree in archaeology/anthropology or its equivalent and at least one-year's experience in field and lab archaeology. Field duties include those of the Archaeological Technician plus being responsible for setting up excavation grids and units, operating surveying equipment, assigning excavation duties to subordinates, and ensuring that the work accomplished by subordinates is satisfactory. Crew chiefs also lead field survey teams. Lab duties include those of the Archaeological Technician plus assigning laboratory projects to subordinates and ensuring that work done is of professional quality. Crew Chiefs also are required to write archaeological survey and site evaluation reports.

Archaeologist

Must meet the standards for a professional archaeologist defined by the Secretary of the Interior (36CFR66), meaning a postgraduate degree in archaeology/anthropology and at least one year's experience in field and lab archaeology. Individuals in this capacity must be able to conduct major research projects, including preparing research designs, planning logistics and budgets for project, obtaining staff and supervising them, conducting multidisciplinary research teams, and writing lengthy archaeological research reports.

DEPARTMENT OF TOURISM & STATE DEVELOPMENT
STATE OF SOUTH DAKOTA
CONSULTING CONTRACT

AGREEMENT made and entered into this 1st day of July, 2007, by and between the Department of Tourism and State Development, State Archeological Research Center, a state agency, of PO Box 1257, Rapid City, SD 57709-1257, (the "State") and Kelly Services, Inc. Branch 5525 of 1301 W. Omaha Suite 107, Rapid City, SD 57702, (the "Consultant").

The State hereby enters into this Agreement for services with Consultant in consideration of and pursuant to the terms and conditions set forth herein.

1. The Consultant will provide the payroll services for customer recruited archaeologists on field and lab projects for the State.

The Consultant reserves the right to decline high-risk assignments that it may deem unacceptable to standard Kelly guidelines.

2. The Consultant's services under this Agreement shall commence on July 1, 2007 and end on June 30, 2008, unless sooner terminated pursuant to the terms hereof.

3. The Consultant will use State equipment, supplies or facilities. The Consultant's Employer Identification Number is [REDACTED].

4. The State will make payment for services upon satisfactory completion of the services not to exceed \$475,000. The State will not pay Consultant's expenses as a separate item. The TOTAL CONTRACT AMOUNT (Not to Exceed) \$475,000, upon submission of invoices for services provided, payment will be processed.

5. The State agrees to recruit archaeologists for the Consultant. (See Attachment A, Archaeological Job Descriptions.)

6. The State is responsible for the work product of the payroll service employees as well as the equipment and supplies used by them.

7. The State agrees that it is responsible for all claims, losses, expenses and damages, including bodily injury and property damage of third parties, concerning the use of or loss of, and physical loss or damage to, any vehicle and its contents, machinery, equipment (including but not limited to ATV's and specifically excluding the operation of boats), or material in the care, custody or control of Consultant, its agents, or its employees. This paragraph shall not obligate State to provide any worker's compensation, medical payments, or health care coverage to any employee of Consultant. This paragraph shall not

eliminate Consultant's obligation to indemnify and hold harmless the State under paragraph #9 of this agreement.

8. The State will give direction, supervision, and safety training, to the payroll service employees, and shall retain all responsibility for control of the workplace.

9. The Consultant agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing payroll services hereunder. This section does not require the Consultant to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees or for those liabilities assumed elsewhere in this agreement by the State.

10. The Consultant, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

A. Commercial General Liability Insurance: The Consultant shall maintain adequate commercial general liability insurance with a limit not less than \$1,000,000.

B. Worker's Compensation Insurance: The Consultant shall procure and maintain workers' compensation and employers' insurance as required by South Dakota law.

The Consultant shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

In the event an injury to a Consultant employee is reclassified and considered payable under a Federal Maritime law, the State agrees to reimburse Consultant for the expense or costs that exceed what would otherwise be due and payable under South Dakota workers' compensation statute associated with such injury.

The Consultant shall furnish copies of insurance Certificates if requested by the State.

11. While performing services hereunder, the Consultant is an independent contractor and not an officer, agent, or employee of the State of South Dakota.

12. This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Consultant breaches any of the terms or conditions hereof, this Agreement may be terminated by the State at any time with or without notice. If termination for such a default is effected by the State, any payments due to Consultant at the time of termination may be adjusted to cover any additional costs to the State because of Consultant's default. Upon termination the State may take over the work and may award another party an agreement to complete the work under this Agreement. If after the State terminates for a default by Consultant it is determined that Consultant was not at fault, then

the Consultant shall be paid for eligible services rendered and expenses incurred up to the date of termination.

13. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

14. This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

15. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

16. The Consultant will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.

17. The Consultant may not use subcontractors to perform the services described herein without the express prior written consent of the State. The Consultant will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Consultant will cause its subcontractors, agents, and employees to comply, with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

18. Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to Richard Benda on behalf of the State, and by Kelly Services, on behalf of the Consultant, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

19. Consultant represents and warrants that the software, hardware, equipment, and/or any goods and services provided under this Agreement, are designed to be used prior to, during, and after the calendar year 2000 A.D., and will operate during each such

time period without error relating to date data, specifically including any error relating to, or the product of, date data which represents or references different centuries or more than one century. The Consultant warrants that any software, hardware, equipment, and/or any goods and services furnished under this Agreement shall create no liability, financial or otherwise, for the State of South Dakota arising from the happening of the year 2000 or any other dates and that it will indemnify and hold the State of South Dakota harmless for any such liability.

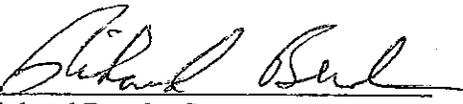
20. In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.

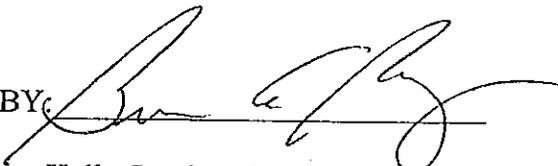
21. All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

In Witness Whereof, the parties signify their agreement effective the date above first written by the signatures affixed below.

STATE

CONSULTANT

BY: 
Richard Benda, Secretary
Dept of Tourism & State Development

BY: 
Kelly Services, Inc.

DATE: 6-14-07

DATE: 6/25/07

- State Agency Coding (MSA Center) 0442030769.
- State Agency MSA Company for which contract will be paid 3139.
- Object/subobject MSA account to which voucher will be coded 52041300.
- Name and phone number of contact person in State Agency who can provide additional information regarding this contract Jim Donohue (605) 394-1936.

Attachment A
ARCHAEOLOGICAL JOB DESCRIPTIONS
State of South Dakota

Archaeological Aide

No previous work experience necessary. Must have a high-school diploma or GED. Fieldwork entails excavation of archaeological sites using shovels, mason's trowels, etc.; soil screening in hand-operated sifter; and recording archaeological field data on forms. This is outdoor work, and individual must be in good physical condition. Considerable travel within South Dakota is to be expected. Lab work entails sorting, cleaning, and labeling artifacts; processing soil samples; data entry on computer; and record keeping.

Archaeological Technician

Requires a college-level archaeological field school or its equivalent and at least a high school diploma or GED. Some previous class work in archaeology, anthropology, or a related subject is preferred but not required. Field work entails 1) excavation of archaeological sites using shovels, mason's trowels, etc.; soil screening; photographing excavations; and recording archaeological field data on forms; and 2) inventory of properties to locate archaeological sites; photographing sites; and recording data on site on state forms. This is outdoor work, and individual must be in good physical condition. Considerable travel within South Dakota is to be expected. Lab work entails sorting, cleaning, and labeling artifacts; processing soil samples; data entry on computer; map drafting, and other record keeping. Occasionally individuals in this position will be required to prepare brief reports or sections of larger reports such as artifact descriptions or site summaries.

Archaeological Crew Chief

Requires a bachelor's degree in archaeology/anthropology or its equivalent and at least one-year's experience in field and lab archaeology. Field duties include those of the Archaeological Technician plus being responsible for setting up excavation grids and units, operating surveying equipment, assigning excavation duties to subordinates, and ensuring that the work accomplished by subordinates is satisfactory. Crew chiefs also lead field survey teams. Lab duties include those of the Archaeological Technician plus assigning laboratory projects to subordinates and ensuring that work done is of professional quality. Crew Chiefs also are required to write archaeological survey and site evaluation reports.

Archaeologist

Must meet the standards for a professional archaeologist defined by the Secretary of the Interior (36CFR66), meaning a postgraduate degree in archaeology/anthropology and at least one year's experience in field and lab archaeology. Individuals in this capacity must be able to conduct major research projects, including preparing research designs, planning logistics and budgets for project, obtaining staff and supervising them, conducting multidisciplinary research teams, and writing lengthy archaeological research reports.

Amendment to Contract #08-0400-002
Between
SD Department of Tourism & State Development, State
Archeological Research Center
And
Kelly Services

Amend Section 4 to read: The State will make payment for
services upon satisfactory completion of services not to
Exceed \$600,000.00.

All other condition will remain the same at this time.

On Behalf of
BY: Marcelo Llamas
Richard Benda, Secretary
Dept of Tourism & State
Development

BY: Perry Alder
Kelly Services Inc.

08S0041003