

**AGREEMENT FOR ADMINISTRATION OF DEADWOOD
HISTORIC PRESERVATION REVOLVING LOAN AND GRANT FUNDS**

This Agreement is made between the DEADWOOD HISTORIC PRESERVATION COMMISSION, hereinafter referred to as “HPC.” and NEIGHBORHOOD HOUSING SERVICES OF THE BLACK HILLS INC. DBA NEIGHBORWORKS DAKOTA HOME RESOURCES, hereinafter referred to as “NHS”.

The parties acknowledge that HPC has previously established a Revolving Loan Fund and related programs for the purpose of making commercial and residential loans and grants for the rehabilitation of residences, buildings, structures, improvements, and retaining walls located within the City of Deadwood. The parties further acknowledge that they have previously entered into Agreements in which NHS has contracted with HPC to provide administrative services in connection with the Revolving Loan Fund Program. HPC wishes to contract with NHS for providing administrative services for the period from January 1, 2022 through December 31, 2022, and therefore mutually agree as follows:

I.

NHS shall provide administrative services required in connection with the administration of HPC Revolving Loan Funds, Forgivable Loan Funds, and Retaining Wall Program funds as set forth and according to written policy guidelines and administrative procedures established and adopted by the Historic Preservation Commission.

II.

HPC agrees to reimburse NHS for ELIGIBLE COSTS incurred by NHS pursuant to this Agreement, subject to a maximum of Sixty Thousand Dollars (\$60,000) for the period beginning January 1, 2022 and ending on December 31, 2022. Furthermore, this Agreement is subject to a

minimum monthly charge of \$3,000 (\$36,000 annually) for the period beginning January 1, 2022 and ending on December 31, 2022. The purpose of the minimum monthly charge is to cover fixed costs associated with administration of the Deadwood Historic Preservation Revolving Loan Fund. The amount of such reimbursement shall be at hourly rates included on the attached Rate Sheet, with total amounts to be paid during this time period under this agreement not to exceed \$60,000, without prior express written approval and consent by HPC. For the purposes of this Agreement, ELIGIBLE COSTS shall mean costs to NHS of salaries, wages, and fringe benefits, office expense, worker's compensation insurance, liability insurance including officers and directors' liability insurance, utilities, software service and licensing fees, credit report fees, title company report fees and other necessary expenses. The parties acknowledge that NHS has other duties and functions and that HPC will only pay that portion of ELIGIBLE COSTS determined to be related to services performed for HPC by NHS pursuant to this Agreement. Request for reimbursement shall be made no more frequently than monthly and shall be accompanied by a voucher to be approved by the Historic Preservation Commission and the City Commission. All such reimbursements for ELIGIBLE COSTS will be paid solely from HPC Revolving Loan Fund.

III.

The term of this Agreement shall commence on the 1st day of January, 2022 and continue through the 31st day of December, 2022, unless terminated earlier or re-negotiated earlier, as provided herein.

IV.

NHS agrees that it shall prepare and submit to HPC such reports and information as required by HPC. In addition, NHS shall promptly furnish to the City any and all financial statements, financial reports, audits, and monthly, quarterly, semi-annual, or annual statements

prepared by or on behalf of NHS in the ordinary course of its business, which relates, directly or indirectly, to the providing of services under this Agreement. Such reports and information shall include reporting of HPC Loan Fund income at the end of each period as requested by HPC. NHS shall continue to provide monthly loan and delinquency reports as it has been doing in the past. NHS shall provide Annual Activities reports, sorted by program, with summary overview explanation of disbursements and receipts of all funds such that HPC can properly evaluate each.

V.

The purchase of any real or personal property shall not be an allowable cost under the provisions of this Agreement except as approved or allowed in advance by HPC.

VI.

NHS shall perform services under this Agreement as an independent contractor. It is agreed that nothing herein contained or intended shall be construed in any manner as creating or establishing a relationship or co-partners between the parties hereto or of constituting NHS or any of its officers, agents, servants, or employees as an agent, representative, or employee of HPC for any purpose or in any manner whatsoever. NHS's officers, agents, servants, and employees shall not be considered employees of HPC, for any claims, which might arise under the Workman's Compensation Acts of the State of South Dakota. Furthermore, NHS agrees to defend, indemnify, and save harmless HPC and its officers, commissioners, agents, servants, and employees from any liability or judgments of any kind whatsoever arising out of the performance or non-performance of NHS and its officers, agents, servants, and employees of the work specified in this Agreement.

VII.

This Agreement may terminate or re-negotiated by either party upon thirty (30) days written notice to the other party. In the event of such termination, all property acquired with

funds furnished by HPC and all finished or unfinished documents, data, studies, financial records, loan files, and reports purchased or prepared by NHS pursuant to this Agreement shall be returned to HPC. In the event terms are re-negotiated, the parties shall ascertain what property, data, or files shall remain with NHS. NHS shall be entitled to compensation for performance of any un-reimbursed services satisfactorily performed prior to the date of termination of this Agreement. Notwithstanding the above, NHS shall not be relieved of liability to HPC for damages sustained to HPC by virtue of any breach of this Agreement by NHS.

VIII.

NHS may not assign or transfer any interest in this Agreement without the prior written approval of HPC.

IX.

NHS agrees that it will have and maintain at all times, during the term of this Agreement, qualified, competent, trained, and experienced personnel with loan and administrative experience and training comparable to the current staff of NHS, which personnel will perform the duties required to be performed by NHS pursuant to this Agreement.

X.

NHS especially acknowledges and agrees that their authority is limited as set forth in this Agreement and as set forth in the attached policies and procedures set forth in paragraph I, above, that HPC retains sole authority to approve all loans and actions taken with respect to delinquent loan payments. Further, NHS acknowledges that it does not have authority to contract for HPC or the City of Deadwood.

XI.

NHS agrees to observe and comply with all Federal, State, and local laws, ordinances, rules, and regulations, which are now or may later become applicable to its activities or services performed pursuant to this Agreement.

XII.

This Agreement, together with all paragraphs, terms, and provisions is made in the State of South Dakota and shall be construed and interpreted in accordance with the laws of the State of South Dakota.

XIII.

It is understood and agreed that this is the entire Agreement of the parties and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing.

Dated this _____ day of _____, 2021.

HISTORIC PRESERVATION COMMISSION

By: _____

Its: _____

STATE OF SOUTH DAKOTA)
) SS.
COUNTY OF LAWRENCE)

On this _____ day of _____, 2020, before me, the undersigned officer, personally appeared _____, known to me or satisfactorily proven to be the Chairman of the Historic Preservation Commission, and that as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

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

Notary Public
My Commission Expires:

