

**AGREEMENT BETWEEN THE DEADWOOD HISTORIC PRESERVATION
COMMISSION AND THE DEADWOOD CHAMBER OF COMMERCE AND
VISITOR BUREAU**

THIS AGREEMENT is by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "CITY," and DEADWOOD CHAMBER OF COMMERCE AND VISITORS' BUREAU, A South Dakota non-profit corporation, with its principal place of business located at 501 Main Street, Deadwood, SD 57732, hereinafter referred to as "CHAMBER;"

WHEREAS, the parties acknowledge that CITY owns the Deadwood History & Information Center, 3 Siever Street, Deadwood, South Dakota 57732, otherwise known as the Fremont, Elkhorn and Missouri Valley Railroad Depot, and that CHAMBER shall lease and coordinate the use of the Depot; and

WHEREAS, the purpose of this agreement is to set forth the terms and conditions of the use of the facility and the responsibilities of the CHAMBER; and

The parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. CHAMBER shall utilize the Deadwood History & Information Center as described below,
3. The term of this lease shall be for a term of four (4) years commencing on the 1st day of February, 2025, and ending on the 31st day of December, 2028. At the expiration of such term, this agreement, if not renewed in writing for an additional fixed period, and if not earlier terminated in writing by either party, shall be deemed a year-to- year agreement that may be cancelled upon by either party on not less than sixty (60) days' written notice, which notice may be given at any time during the year;
4. CHAMBER shall manage and supervise the ongoing operations and use of the Deadwood History & Information Center, located at 3 Siever Street. The Deadwood History and Information Center shall be open daily 9:00 am to 5:00 pm and closed on Easter, Thanksgiving, Christmas Eve and Christmas. In the event that Deadwood History and Information Center is closed due to the inclement weather, notice of closure shall be posted on the doors to the center.

5. CHAMBER shall do everything necessary for the proper management of the property, including periodic inspections, reporting maintenance issues to the Public Works Director, and arranging for repairs as needed;
6. Any and all proposed improvements or alterations to the building or the grounds shall be approved by the Deadwood City Commission;
7. CHAMBER shall pay a monthly fee of \$1,000.00 which includes City provided utilities. All other utilities will be paid for and under the name of the CHAMBER. The location of any additional telephone and data jacks shall be approved by the Deadwood Historic Preservation Officer;
8. CITY shall be responsible for all maintenance to the facility including snow removal, annual maintenance service work, mechanical systems repairs, and plumbing repairs.
9. CHAMBER shall acquire and maintain a Two Million Dollar (\$2,000,000) general liability insurance policy naming the CITY as an additional insured at all times. CHAMBER shall provide proof of insurance to the CITY on an annual basis. CITY shall insure the building and the CHAMBER shall insure all the contents of the building;
10. CITY shall designate all parking arrangements in the Deadwood History & Information Center including the location of the CHAMBER staff parking; Said employees are expected to park on Siever Street in designated spot, unless otherwise authorized by CITY.
11. CHAMBER shall indemnify, defend and hold CITY harmless from and against any and all suits, claims, actions, legal and administrative proceedings, demands, damages, liabilities, costs and expenses including attorney fees arising out of or in connection with any conduct or work of CHAMBER as set forth in this agreement;
12. CITY may require the CHAMBER to remove any employee or member from the building for violation of rules or regulations set forth in this agreement or for conduct deemed inappropriate by CITY.

13. CITY agrees to reimburse CHAMBER for eligible costs incurred by CHAMBER pursuant to this agreement, subject to a maximum of \$70,000 annually for the period beginning February 1, 2025, and ending on December 31, 2028. The amount of such reimbursement shall be for eligible costs with total amounts to be paid under this agreement not to exceed the amounts listed above, without prior, express, written approval and consent by CITY. For the purpose of the agreement, eligible costs shall mean costs to CHAMBER of salaries, wages, and fringe benefits, office expenses, and workman's compensation insurance. The parties acknowledge that CHAMBER has other duties and functions, and that CITY will only pay that portion of eligible costs determined to be related to services performed for CITY by CHAMBER pursuant to this agreement. Request for reimbursement shall be made no more frequently than quarterly and shall be accompanied by a detailed voucher to be approved by the Deadwood Historic Preservation Commission and the Deadwood City Commission.
14. CHAMBER shall comply with all state, federal, and local statutes or ordinances concerning labor laws, workman's compensation, and building code provisions;
15. This agreement constitutes the entire agreement of the parties on its subject. There are no other terms, conditions or understandings of any kind, expressed or implied.

Dated this 4th day of November, 2024.

CITY OF DEADWOOD

David Ruth Jr., Mayor

ATTEST:

Jessica McKeown, Finance Officer

Dated this ____ day of November, 2024.

Deadwood Chamber of Commerce and Visitor Bureau

By: President

State of South Dakota)
) SS
County of Lawrence)

On this ____ day of November, 2024, before me, the undersigned officer, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes therein contained.

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

(SEAL)

Notary Public
My Commission Expires: _____