

## AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

FOR AND IN CONSIDERATION of the mutual benefit of both parties, the receipt and sufficiency of which is hereby acknowledged, the undersigned, **Western South Dakota Community Action Agency**, and the **City of Rapid City**, South Dakota, (hereinafter "City"), a municipal corporation under the laws of the State of South Dakota, hereby execute this Agreement subject to the following terms and conditions:

1. The term of this Agreement is twelve (12) months from the date of execution.
2. The purpose of this Agreement is to allow Western South Dakota Community Action Agency to perform professional lead based paint inspections, and to provide a report resulting thereof for the purposes of the Community Development Block Grant Program and the City of Rapid City Neighborhood Restoration Program.
3. City will provide a written request for the performance of each lead based paint inspection.
4. Western South Dakota Community Action Agency will perform all lead based paint inspections in a timely manner and will provide a written report of the inspection.
5. The lead based paint inspection will include:
  - a) a standard inspection and evaluation of the property,
  - b) a summary of significant findings,
  - c) an itemized list of recommended actions and/or remediation, and,
  - d) an invoice for the inspection;
6. The charge for the lead based paint inspection will be \$250.00 plus \$15.00 per lead paint sample test.
7. The maximum annual contract amount may not exceed \$9,000.
8. It is understood that there is no guaranty of a minimum or maximum number of inspections per year. The number of inspection projects each year is based on the City's discretion and dependent upon need and available funding.
9. The City of Rapid City's Community Development Specialist and the City Attorney are the City's designated representatives authorized to order each inspection.
10. Western South Dakota Community Action Agency will not be under the supervision, direction or control of any employee of the City while engaged in the conduct of the inspections.
11. Western South Dakota Community Action Agency knowingly, intelligently and voluntarily agrees to defend, indemnify and hold harmless the City, and its employees, officers and agents, in whole or in part, from any claim, loss,

damages, or expenses arising as a result of any services performed under this Agreement, whether direct or indirect, whether to person or property, and including worker compensation claims.

- 12. This Agreement is renewable by agreement of the parties within thirty (30) days of its expiration.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

WESTERN SOUTH DAKOTA COMMUNITY ACTION AGENCY:

CITY OF RAPID CITY:

\_\_\_\_\_  
Linda Edel, Executive Director

\_\_\_\_\_  
Jim Shaw, Mayor

\_\_\_\_\_  
Board President

ATTEST:

\_\_\_\_\_  
Jim Preston, Finance Officer

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant City Attorney Date

STATE OF SOUTH DAKOTA)  
  )SS  
COUNTY OF PENNINGTON )

On this \_\_\_\_ day of \_\_\_\_\_, 2007 before me, a Notary Public, personally appeared \_\_\_\_\_, known to me to be the Mayor of

the **City of Rapid City**, and acknowledge to me that he did sign the foregoing document as such officer and for the purposes therein stated.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

(SEAL)

STATE OF SOUTH DAKOTA)  
  )SS  
COUNTY OF PENNINGTON )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, before me, a Notary Public, personally appeared \_\_\_\_\_, known to me to be the Executive Director of **Western South Dakota Community Action Agency**, and acknowledge to me that she did sign the foregoing document as such officer and for the purposes therein stated.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

(SEAL)

STATE OF SOUTH DAKOTA)  
  )SS  
COUNTY OF PENNINGTON )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, before me, a Notary Public, personally appeared \_\_\_\_\_, known to me to be the Board President of **Western South Dakota Community Action Agency**, and acknowledge to me that she did sign the foregoing document as such officer and for the purposes therein stated.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

(SEAL)