

# PERFORMANCE CONTRACT

BETWEEN  
THE CITY OF RAPID CITY  
AND  
BLACK HILLS COUNCIL OF LOCAL GOVERNMENTS

This performance contract between the City of Rapid City, the "CITY", and the Black Hills Council of Local Governments, the "COUNCIL", is for the COUNCIL to complete administrative duties related to the CITY's Community Development Block Grant Program.

## **TERMS OF CONTRACT:**

This agreement shall commence on January 1, 2019 and shall terminate on December 31, 2019.

## **RESPONSIBILITIES:**

The parties to this contract agree to the following responsibilities.

The CITY agrees to:

1. provide compensation to the COUNCIL in accordance with the terms of this contract;
2. provide information and guidance to the COUNCIL Staff during the contract period;
3. fully consider and take appropriate actions recommended by COUNCIL Staff regarding specific administrative procedures; and,
4. assume responsibility for:
  - o qualifying all applicants prior to referral to COUNCIL Staff;
  - o all advertising, legal publications, and reporting related to CDBG program requirements; and,
  - o processing draw requests through CITY

The COUNCIL agrees to:

1. attend all meetings at the CITY's request related to CDBG program requirements;
2. complete environmental reviews for the CITY's CDBG Program projects in accordance with HUD regulations and guidance, to include:
  - o data entry into HEROs system, once it is online for partners/consultants;
  - o CDBG funded projects for 2019;
  - o Neighborhood Restoration Loan Program rehabilitation projects; and
  - o Neighborhood Lift Program projects;
3. provide Davis-Bacon monitoring and briefings to applicable CDBG funded project agencies and their contractors;
4. provide project oversight, as needed, for construction and rehabilitation projects to include:
  - o project progress;

- project reporting;
- project draw reviews;
- project draw submissions to CDBG staff for processing.

COMPENSATION:

The CITY hereby agrees to provide compensation to the COUNCIL on an hourly basis of \$51.35/hour in an amount not to exceed \$30,000 during the term of this contract. The COUNCIL agrees to provide monthly itemized invoices with sufficient detail to support the invoiced amounts. The CITY agrees to pay the COUNCIL within sixty (60) days of receipt of billing.

LIABILITY

Each party to this Agreement agrees to be responsible for the liabilities arising out of their own conduct and the conduct of their officers, employees and agents.

ENTIRE AGREEMENT; NO THIRD PARTY BENEFICIARIES

This Contract is the entire agreement between the parties concerning its subject matter, supersedes all prior agreements and understandings, whether or not written, and is not intended to confer upon any person other than the parties any rights or remedies hereunder.

MODIFICATION OR CANCELLATION OF CONTRACT:

This contract constitutes the entire agreement between all parties and supersedes all previous contract(s). No amendment or modification changing its scope or terms shall have any force or effect unless it is in writing and signed by both parties. This contract may be canceled by either party with thirty (30) days written notice, delivered by registered mail. In the event of cancellation, the COUNCIL shall be compensated on a pro rata basis for the percentage of Responsibilities performed prior to the date of cancellation. All notices under this contract shall be addresses as follows:

To COUNCIL:

Black Hills Council of Local Governments  
Attn: Ali DeMersseman  
525 University Loop, Suite 102  
Rapid City, SD 57701

To CITY:

City of Rapid City  
Attn: Ken Young  
Community Development Director  
300 6<sup>th</sup> Street  
Rapid City, SD 57701

This agreement shall be binding upon the parties hereto, their successors and assigns.

Executed this    day of            , 201\_.

**CITY OF RAPID CITY**

**BLACK HILLS COUNCIL  
OF LOCAL GOVERNMENTS**

\_\_\_\_\_  
Steve Allender, Mayor

\_\_\_\_\_  
Ali DeMersseman, Executive Director

Attest:

\_\_\_\_\_  
Pauline Sumption, Finance Officer