

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, **Voegele Appraisal**, of 629 Quincy Street, Ste. #205, Rapid City, South Dakota, and the **City of Rapid City** (hereinafter "City"), a municipal corporation under the laws of the State of South Dakota located at 300 Sixth Street, Rapid City, South Dakota, hereby execute this Agreement subject to the following terms and conditions:

1. The term of this Agreement begins once this Agreement is signed by both parties. The term of this Agreement will expire on December 31, 2018.
2. The purpose of this Agreement is to allow Voegele Appraisal to perform professional real estate value appraisals per the normal FANNIE MAE definition of Market Value, and to provide a report resulting thereof for the purposes of the Community Development Block Grant Program's Simplified Living Program.
3. City will provide a written request for the performance of each appraisal to include contact information for gaining access to the property, if applicable.
4. Voegele Appraisal shall perform the research and analysis necessary to arrive at a well-supported opinion of value. Real estate appraisals shall be completed and submitted to the City within three weeks of the City's written request for the performance of an appraisal. The scope of work shall be in accordance with the Uniform Standards of Professional Appraisal Practice and in accordance with City's supplemental standards. A written Residential Appraisal Report of the inspection shall be provided to the City.
5. The Appraisal(s) shall include:
 - a) a standard inspection and evaluation of the property,
 - b) at least three comparable sold properties,
 - c) a sale value based on review of comparable sold properties, and
 - d) an invoice for the inspection;
6. The charge(s) for appraisals, shall be:
 - \$300 Bare lot appraisal
 - \$550 Existing single family home property
 - \$600 As-is Value and After-rehab Value for existing single family home to be rehabilitated
 - \$400-\$500 Lot to be developed for Multi-Density 1-4 units maximum
 - \$750-\$850 Existing 1-4 unit property

Additional services, unique locations or sites will be at additional cost(s). Once an invoice is received by the City, payment will be made in accordance with the City Finance Office's normal payment procedures.

7. The maximum annual contract amount may not exceed \$5,000.
8. It is understood that there is no guarantee of a minimum number of inspections per year. The maximum number of inspections per year will not exceed the number of inspections that can be performed within the \$5,000 maximum annual contract amount. The number of inspection projects each year is based on available program funding and lots/properties. The estimate for 2018 is 1-4 appraisals.
9. The City of Rapid City's CDBG Program Manager, Community Development Director, or Community Development Administrative Assistant are the City's designated representatives authorized to order each inspection.
10. **Voegele Appraisal is an independent contractor and is not an employee of the City.** Voegele Appraisal will not be under the supervision, direction or control of any employee or officer of the City while engaged in the conduct of the inspections. Voegele Appraisal is responsible for any expenses and materials necessary to perform the services required in the scope of work.
11. Voegele Appraisal 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 may only be amended by a written document duly executed by all parties.
13. The invalidity of all or any part of any section of this Agreement shall not render invalid the remainder of this Agreement or the remainder of such section.
14. This Agreement shall be governed and construed in accordance with the laws of the state of South Dakota, without regard for its choice-of-law principles, and all claims relating to or arising out of this Agreement, or the breach of the terms thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the state of South Dakota, without regard for its choice-of-law principles.
15. The parties hereto explicitly agree to submit to the personal jurisdiction of South Dakota state courts, and any dispute relating to or arising out of this Agreement, or the breach of the terms thereof, whether sounding in contract, tort or otherwise, shall be decided solely and exclusively by the Circuit Court located in Rapid City, South Dakota.

