

## **CONTRACT FOR PROFESSIONAL SERVICES**

This AGREEMENT is made by and between the Deadwood Historic Preservation Commission, a department of the City of Deadwood (hereinafter referred to as “**CITY**”) and John R. Bozell, an independent archaeological contractor, 4411 California Street, Omaha, NE 68131, (hereinafter referred to as Independent Contractor or “**IC**”).

WHEREAS, **IC** has agreed to aide and provide professional services for the identification and final report of the **CITY**’S archaeological collection, more specifically 39LA3000.2019.02, FourPoints Hotel faunal assemblage consisting of nine (9) cubic feet of bone.

WHEREAS, **IC** will develop and include statistical tables, graphs and narrative for final report; provide a finalized Excel spread sheet; photograph portions of the assemblage; separate out swine mandibles for future micro-botanical analysis by other consultants; and deliver the nine boxes to Sioux Falls, SD on April 24-25, 2025.

WHEREAS, the **CITY** has agreed to compensate **IC** for their services for a total sum not to exceed One Thousand Dollars (\$1,000.00).

Under this agreement, the parties agree that it will be **IC**’S responsibility to provide their own office space and equipment and pay their own social security and insurance.

The final report and any associated paperwork relating to this project will be sent to the City of Deadwood Archives, 108 Sherman Street, Deadwood, South Dakota upon completion of the project.

It is anticipated by the parties that **IC** shall provide professional services as related to the **CITY'S** analysis of FourPoints archaeological collection housed within the city limits of Deadwood, South Dakota for the total sum of One-Thousand Dollars (\$1,000.00).

**IC** may not subcontract any portion of this contract or any portion of the work. The **CITY** may terminate this contract for cause upon a five (5) day written notice. **IC** may terminate this contract for any reason upon thirty (30) day written notice.

In performance of this work hereunder, **IC** is an independent contractor and shall not be construed as creating a relationship of principal and agent, or employer and employee between **CITY** and **IC**.

**IC** shall not have any authority to hire any person on behalf of **CITY** or to charge any amounts to **CITY**.

WHEREFORE, **CITY** and **IC** wish to provide the following agreement:

1. The parties agree that it is **IC'S** responsibility to comply with all local and state laws relating to workmen's compensation, register, report, and pay all necessary taxes and insurance including, but not limited to Social Security, FICA, Unemployment Insurance, comply with the Equal Employment Opportunities Act;

2. **IC** shall provide their own office space, equipment and materials to meet the requirements of this agreement;
3. **IC** is an independent contractor and this contract shall not be construed as creating any type of relationship including but not limited to, principal and agent or employer and employee between **CITY** and **IC**. **IC** does not have authority to hire any person on behalf of **CITY**;
4. **IC** shall indemnify, defend and hold harmless **CITY**, its employees and authorized representatives from and against any and all suits, claims, actions, legal and administrative proceedings, demands, damages, liabilities, costs and expense including attorney's fees arising out of or in connection with any conduct or work of **IC** as set forth in this agreement;
5. This agreement and the rights and obligations of the parties shall be interpreted, construed and enforced in accordance with the laws of the State of South Dakota; and
6. 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 \_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF DEADWOOD

By \_\_\_\_\_  
David Ruth, Jr., Mayor

ATTEST:

\_\_\_\_\_  
Jessica McKowen  
City Finance Officer

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
JOHN R. BOZELL  
INDEPENDENT CONTRACTOR

State of South Dakota            )  
                                                          ) SS  
County of \_\_\_\_\_                    )

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned officer, personally appeared Angie IC, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that 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: \_\_\_\_\_