

AGREEMENT BETWEEN THE CITY OF DEADWOOD AND
DONARSKI LAWN AND LANDSCAPING
RE: MT. MORIAH MAINTENANCE

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 DONARSKI LAWN & LANDSCAPING, with its principal place of business located at 3227 W. Fairgrounds Loop, Spearfish, South Dakota 57783, hereinafter referred to as "CONTRACTOR;"

WHEREAS, CONTRACTOR has agreed to furnish all necessary labor and tools to provide landscape maintenance at Mt. Moriah and St. Ambrose Cemeteries in accordance with this agreement; and,

WHEREAS, the purpose of this agreement is to set forth the terms and conditions for which CONTRACTOR shall undertake and complete in a professional and workmanlike manner as set forth below; and

WHEREAS, the CITY has accepted the proposal from CONTRACTOR and provides compensation in an amount of Thirty and 00/100 Dollars (\$30.00) per hour per person for the services set forth above, the parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. CONTRACTOR shall provide three (3) workers to perform landscape maintenance at Mt. Moriah Cemetery on Monday, Wednesday and Friday and St. Ambrose Cemetery on Tuesday and Thursday from 6:00 a.m. until 8:00 a.m. or as necessary schedule to maintain the cemeteries;
3. CONTRACTOR shall perform maintenance including, but not limited to, mowing, weed whacking, sweeping, minor tree trimming, debris and garbage removal and similar work as directed by the Sexton of Historic Cemeteries or Parks Superintendent;

4. The term of this contract shall commence May 24, 2021 through September 24, 2021;
5. CITY shall either provide materials or reimburse CONTRACTOR for said materials that may be needed upon approval by the CITY;
6. CONTRACTOR shall comply with the following miscellaneous provisions:
 - a. All work shall be done in a professional workmanlike manner;
 - b. Comply with all local and state laws relating to workmen's compensation and additional insurance requirements to adequately protect the CITY from any claims or damages arising out of or in conjunction with the work contemplated herein; and
 - c. Obtain a City Contractor's Licenses including proof of liability insurance.
 - d. Contractor agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorneys fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of CONTRACTOR in connection with Agreement or services performed or materials provided pursuant to this Agreement.

Dated this ____ day of _____, 2021.

CITY OF DEADWOOD

By: _____
Dave R. Ruth, Jr., Mayor

ATTEST:

Jessica McKeown
City Finance Officer

Dated this ____ day of _____, 2021.

DONARSKI LAWN & LANDSCAPING

By: _____
Joe Donarski,
Its: _____

State of South Dakota)
) SS
County of _____)

On this ____ day of _____, 2021, before me, the undersigned officer, personally appeared Joe Donarski, the _____ of Donarski Lawn & Landscaping and acknowledged that he 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: _____