

**CONTRACT BETWEEN CITY OF DEADWOOD AND
JACI CONRAD PEARSON, INDEPENDENT CONTRACTOR**

This Agreement is between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 108 Sherman Street, Deadwood, South Dakota 57732, on behalf of its Archives department (hereinafter referred to as “CITY”) and Jaci Conrad Pearson of P.O. Box 631, Deadwood, South Dakota 57732 (hereinafter referred to as “PEARSON”).

The purpose of this Contract is to set forth the terms and conditions of the agreement between CITY and PEARSON for services related to the production of oral histories, focusing on subjects related to the history of Deadwood, Lawrence County, South Dakota.

The parties desire to enter into an agreement whereby PEARSON agrees to create and provide up to ten (10) oral histories; and

PEARSON has the experience and expertise to produce the oral histories.

Based upon the representations and understanding of each party, CITY and PEARSON agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. The parties agree it is PEARSON’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, and comply with the Equal Employment Opportunities Act.
3. PEARSON shall provide her own office space, equipment and materials to meet the requirements of this agreement.
4. PEARSON shall create and provide CITY with up to ten (10) completed oral histories and one (1) copy of the transcribed interview, interview recordings and an oral history release form by December 31, 2021.
5. Upon completion of each oral history, PEARSON shall provide CITY one copy of the transcribed interview in printed form and electronic format, interview recordings, and oral history release form, and vouchers for work completed.

6. CITY shall pay PEARSON the sum of Six Hundred Seventy-Five and 00/100 Dollars (\$675.00) per each completed oral history, for a total not to exceed Six Thousand Seven Hundred Fifty and 00/100 Dollars (\$6,750.00), for work completed and this amount cannot be exceeded unless change orders are agreed upon in writing by both parties.
7. PEARSON shall remain solely responsible for the content and accuracy of the transcriptions.
8. In the event PEARSON does not complete ten (10) oral histories by December 31, 2021, CITY shall pay PEARSON for all work fully completed up to December 31, 2021.
9. Prior to scheduling any oral histories, the CITY shall select the interview subjects.
10. With the sole exception of the typing of transcriptions of interviews, PEARSON may not subcontract any portion of this contract or any portion of the work.
11. No further changes or additional work will be approved by the CITY, unless approved in writing by both parties;
12. Copyright for the oral histories shall belong to **CITY**. Copyright for all transcribed interviews, interview recordings, and oral history release form shall also belong to **CITY**.
13. Either party may terminate this agreement upon providing the other party with thirty (30) days notice in writing and served upon the other party via certified mail; however within one (1) week of such notice, PEARSON shall provide to CITY all original documents produced at that time.
14. PEARSON 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 PEARSON. PEARSON does not have authority to hire any person on behalf of CITY.
15. PEARSON 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 PEARSON as set forth in this agreement.
16. 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.
17. 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.

