

**CONTRACT BETWEEN CITY OF DEADWOOD AND
CALEB SHER, 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 Caleb Sher of Yiddish Book Center, 1021 West Street, Amherst, MA 01002 (hereinafter referred to as “SHER”).

The purpose of this Contract is to set forth the terms and conditions of the agreement between CITY and SHER for services related to the transcription of digital photographs of Yiddish text unearthed during the 2019 to 2020 FourPoints archaeological investigation, as related to the history of Deadwood, Lawrence County, South Dakota.

The parties desire to enter into an agreement whereby SHER agrees to visibly review one-hundred and one (101) digital photographs or 53 paper fragments provided by CITY.

SHER agrees to transliterate the text, rewrite out the words in Yiddish letters, and produce a document of the text from Yiddish to English.

The CITY understands that SHER may not be able to provide translations except in very seldom cases where there is a complete enough phrase visible or obvious word/place name/etc.

SHER has the experience and expertise to transliterate the text, rewrite out the words in Yiddish letters, and produce a document of the text from Yiddish to English.

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

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. The parties agree it is SHER’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. SHER shall provide his own office space, equipment and materials to meet the requirements of this agreement.
4. SHER shall create and provide CITY with one digital file and one hard copy containing the transcriptions of the one-hundred and one (101) digital photographs or 53 paper fragments provided by CITY by or before December 31, 2023.
5. Upon completion of the project, SHER shall provide CITY one copy of the transcribed file in printed form and electronic format, and voucher for work completed.
6. CITY shall pay SHER \$25.00 dollars per hour for the transliteration of the photographs, for a total not to exceed One Thousand \$1,000.00/100 dollars or 20 hours of work completed and this amount cannot be exceeded unless change orders are agreed upon in writing by both parties.
7. SHER shall remain solely responsible for the content and accuracy of the transcriptions.
8. In the event SHER does not complete the transliteration of photographs by December 31, 2023, CITY shall pay SHER for all work fully completed up to December 31, 2023.
9. SHER may not subcontract any portion of this contract or any portion of the work.
10. No further changes or additional work will be approved by the CITY, unless approved in writing by both parties;
11. Copyright for the transliteration project shall belong to **CITY**. Any associated documents pertaining to this project shall also belong to **CITY**.
12. 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, SHER shall provide to CITY all original documents produced at that time.
13. SHER 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 SHER. SHER does not have authority to hire any person on behalf of CITY.
14. SHER 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

(SEAL)

Notary Public
My Commission Expires: _____