

CONTRACT BETWEEN CITY OF DEADWOOD
AND
INDEPENDENT CONTRACTOR

This Agreement, dated the 15th day of May, 2023, is between the CITY OF DEADWOOD – HISTORIC PRESERVATION OFFICE, a department within the City of Deadwood, with its business offices at 108 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as “CITY,” and Stone Land Services of Lead, South Dakota hereinafter referred to as “INDEPENDENT CONTRACTOR” or “IC.”

The purpose of this Contract is to set forth the terms and conditions of the agreement between CITY and IC for services related to research and preparation of title search database as related to the history of Deadwood, South Dakota.

WITNESSETH

WHEREAS, the parties hereto desire to enter into an agreement whereby IC agrees to create and provide to the CITY title search database,

WHEREAS, IC has the experience and expertise to create and prepare the indexed database and meet the other requirements and obligations of this contract.

Based on the covenants, representations and mutual understanding and agreement of the parties, CITY and IC, agree as follows:

1. The parties agree that it is the IC’S responsibility to provide her own office space and equipment and pay all necessary taxes and insurance including Social Security and workmen’s compensation insurance.
2. IC shall create and provide CITY with one (1) digital copy of the title

search database along with the pertinent photocopies generated during the records search in good working order.

3. IC shall submit one (1) invoice for payment to the CITY upon completion of said project. All materials and vouchers shall become the property of the City of Deadwood.
4. CITY shall select all materials and topics.
5. CITY shall pay the IC at the rate of Seventy-Five Dollars (\$75.00) per hour for a total not to exceed Fifteen Thousand Dollars (\$15,000.00). CITY shall pay for no more than Fifteen Thousand Dollars (\$15,000.00) under this contract.
6. IC may not subcontract any portion of this contract or any portion of the work.
7. CITY may terminate this contract upon giving IC five (5) days' written notice of its intent to terminate. IC may terminate this contract for any reason upon thirty (30) days' written notice.
8. In performance of the work hereunder, IC understands and agrees it 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. The IC shall not have authority to hire any person on behalf of CITY.
9. IC hereby agrees to 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 the IC or anyone acting under the IC'S direction, control or on IC'S behalf in connection with or incident to the work or otherwise.
10. This agreement and the rights and obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of South Dakota.
11. This Agreement constitutes the entire agreement of the parties on its subject. There are no other terms, conditions or understandings of any kind or nature expressed or implied.

IN WITNESS WHEREOF, the Deadwood City Commission and the Deadwood Historic Preservation Commission, having duly approved this Contract, have caused this Contract to be executed in their behalf; thereunto duly authorized, attested thereto by the finance officer and have hereto attached the official seal this ____ day of May, 2023.

CITY OF DEADWOOD - CITY

David Ruth Jr., Mayor

ATTEST:

Jessica McKeown
City Finance Officer

DEADWOOD HISTORIC
PRESERVATION COMMISSION

By _____

Its: _____

INDEPENDENT CONTRACTOR
