

CONTRACT BETWEEN CITY OF DEADWOOD
AND
INDEPENDENT CONTRACTOR

This Agreement, dated the ____ day of January, 2024, is between the CITY OF DEADWOOD - ARCHIVES, a department within the City of Deadwood, with its business offices at 108 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as “ARCHIVES” or “CITY,” and Donald Toms 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 ARCHIVES and IC for services related to the preparation of an indexed database and the transcription of Lawrence County Tax Records as related to the history of Deadwood/Lawrence County, South Dakota.

WITNESSETH

WHEREAS, the parties hereto desire to enter into an agreement whereby IC agrees to create and provide to the City of Deadwood Archives an indexed database consisting of Lawrence County Tax Record ledgers,

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, ARCHIVES and IC, agree as follows:

1. The parties agree that it is the IC’S responsibility to provide his 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 transcribed materials along with the original files in good working order.
3. IC shall submit one (1) voucher for each completed indexed ledger for payment to the ARCHIVES. All materials and vouchers shall become the property of the City of Deadwood.
4. CITY shall select all materials and topics.
5. ARCHIVES shall pay the IC at the rate of Six-Hundred (\$600.00) Dollars per completed ledger. IC shall complete ledgers by December 31, 2025 for a total not to exceed Eight Thousand (\$8,000) Dollars.
6. IC may not subcontract any portion of this contract or any portion of the work.
7. ARCHIVES 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 ARCHIVES.
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 January, 2025.

CITY OF DEADWOOD - ARCHIVES

Dated this ___ day of _____, 2025.

CITY OF DEADWOOD

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

ATTEST:

Jessica McKeown
City Finance Officer

Dated this ___ day of _____, 2025.

Donald Toms, Independent Contractor

State of South Dakota _____)

