

CONTRACT BETWEEN CITY OF DEADWOOD
AND
INDEPENDENT CONTRACTOR

This Agreement, dated the ____ day of MayMay, 2021, is between the CITY OF DEADWOOD HISTORIC PRESERVATION, a department within the City of Deadwood, with its business offices at 108 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as “HP” or “CITY,” and Dr. David Wolff of Spearfish, 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 HP and IC for services related to the research, editing and preparation of Boots on Bricks: A Downtown Walking Tour of Deadwood as related to the history of Deadwood, South Dakota.

WITNESSETH

WHEREAS, the parties hereto desire to enter into an agreement whereby IC agrees to research, edit and write materials to be included in the reprint of said book; and

WHEREAS, IC has the experience and expertise to research, edit and write materials to be included in the reprint of said book and meet the other requirements and obligations of this contract.

WHEREAS, HP agrees to pay IC the sum of \$2,000 for all work performed pursuant to the terms of this agreement.

Based on the covenants, representations and mutual understanding and agreement of the parties, HP 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 HP with one (1) hard copy and one (1) digital copy of the final written materials, notes, and other materials in good working order.
3. IC shall submit one (1) invoice following completion of all work performed under the terms of this agreement in the amount of \$2,000.00 dollars in January of 2013. Work performed under the terms of this agreement shall not exceed eighty (80) hours or \$2,000. All final written materials shall become the property of the City of Deadwood.
4. CITY shall periodically review and approve all materials prior to final payment.
5. IC may not subcontract any portion of this contract or any portion of the work.
6. HP may terminate this contract upon giving IC thirty (30) days' written notice of its intent to terminate. IC may terminate this contract for any reason upon thirty (30) days' written notice.
7. 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 HP.
8. 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.
9. 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. Any

litigation brought pursuant to this agreement shall be venued in state court in Lawrence County, South Dakota.

- 10. The prevailing party in any litigation brought pursuant to this agreement shall be entitled to reasonable attorney’s fees.
- 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 MayMay, 2021.

CITY OF DEADWOOD

David Ruth, Jr., Mayor

ATTEST:

Jessica McKeown
City Finance Officer

DEADWOOD HISTORIC
PRESERVATION COMMISSION

Dale Berg, Chair

INDEPENDENT CONTRACTOR

