

**CONTRACT BETWEEN CITY OF DEADWOOD AND  
MICHAEL MADLER, 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 Charles M. Madler of 23 Tom Ral Drive, Spearfish, South Dakota 57783 (hereinafter referred to as "MADLER").

The purpose of this Contract is to set forth the terms and conditions of the agreement between CITY and MADLER for services related to PHASE II or creation of GIS map, focusing on subjects related to the history of Deadwood, Lawrence County, South Dakota as outlined in **Attachment #A**.

The parties desire to enter into an agreement whereby MADLER agrees to create and provide GIS maps and associated data layers; and

MADLER has the experience and expertise to produce the GIS map and layers.

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

1. The Recitals set forth above are herein incorporated and made part of this Agreement.
2. The parties agree it is MADLER'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. MADLER shall provide his own office space, equipment and materials to meet the requirements of this agreement.

4. MADLER shall create and provide CITY with GIS deliverables to include all drawings, reports, sketches, charts, and spreadsheets in electronic file format, including but not limited to map documents, project folders and filing structures, layers, shapefiles, geodatabases and associated metadata by December 31, 2026.

5. Upon completion of GIS deliverables to include all drawings, reports, sketches, charts, and spreadsheets in electronic file format, including but not limited to map documents, project folders and filing structures, layers, shapefiles, geodatabases and associated metadata, MADLER shall provide CITY voucher for completed work.

6. CITY shall pay MADLER the sum of Nine-Thousand 00/100 Dollars (\$9,000.00), for work completed and this amount cannot be exceeded unless change orders are agreed upon in writing by both parties.

7. MADLER shall remain solely responsible for the content and accuracy of GIS deliverables.

8. It will be the CITY's responsibility to select the content and provide subjects and content for said project.

9. MADLER 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 GIS deliverables belong to CITY. Copyright for drawings, reports, sketches, charts, and spreadsheets in electronic file format, including but not limited to map documents, project folders and filing structures, layers, shapefiles, geodatabases and associated metadata shall also belong to CITY. MADLER to retain permission to use portions of said data for additional not for profit projects.

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, DARR shall provide to CITY all original documents produced at that time.

13. MADLER 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 MADLER. MADLER does not have the authority to hire any person on behalf of CITY.

14. MADLER 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 MADLER as set forth in this agreement.

15. 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.

16. 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.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF DEADWOOD

By: \_\_\_\_\_  
Charlie Struble-Mook, Mayor

ATTEST:

\_\_\_\_\_  
Jessica McKeown  
City Finance Officer

Dated this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Charles M. Madler, Independent Contractor

State of South Dakota                    )  
  ) SS  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2026, before me, the undersigned officer, personally appeared Charles M. Madler, Independent Contractor, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that 2026. He executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have set my hand and official seal.

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

## **ATTACHMENT #A**

### Agreed Scope of Work for 2026 Madler GIS Project

#### **Phase II – Editing and Future Expansion**

- Shapefiles (Interstates, US Highways, State Highways, sections, townships, county boundaries, major water features, etc.) that were downloaded from various State GIS websites will be revamped so that they are simpler and identical.
- Consolidate and simplify geographical attribute tables from other agencies.
- Fragmented road and river polyline shapefiles within project boundary will be joined continuously across state lines.
- Gaps and overlaps between states will be addressed. It is easier to do so in the beginning stages rather than later when the GIS is growing.
- Landmarks and historical points (mines, stamp mills, sawmills, etc.) from the Andreas Atlas should be added to the base map.
- Known stage stations should be added to the base map.