

**CONTRACT FOR FAUNAL IDENTIFICATION
AND REPORT**

This AGREEMENT is made by and between the Deadwood Historic Preservation Commission, a department of the City of Deadwood (hereinafter referred to as “**CITY**”) and Benjamin Shreves, Black Hills State University Herbarium, 1200 University Street, Unit 9008, Spearfish, SD 57799-9008 (hereinafter referred to as Independent Contractor or “**IC**”).

WHEREAS, **IC** has agreed to provide floral analysis, which includes seed identification of both native and introduced specimens from the privy feature recovered from 40 Taylor Avenue in Deadwood, South Dakota.

WHEREAS, the **CITY** has agreed to compensate **IC** for their services in the total sum of One Thousand and Five Hundred Dollars (\$1,500.00).

Under this agreement, the parties agree that it will be **IC’S** responsibility to provide their own office space and equipment and pay their own social security and insurance.

All original specimens associated with this project will be returned to Michael Runge, Collections Manager at the City of Deadwood, 108 Sherman Street, Deadwood, SD 57732 no later than December 31, 2022.

The final report and any associated paperwork relating to this project will be sent to the City of Deadwood Archives, 108 Sherman Street, Deadwood, South Dakota upon completion of the project.

It is anticipated by the parties that **IC** shall provide faunal analysis, which includes seed identification of both native and introduced specimens from the privy feature recovered from 40 Taylor Avenue in Deadwood, South Dakota by December 31, 2022 for the total sum of One Thousand and Five Hundred Dollars (\$1,500.00).

IC may not subcontract any portion of this contract or any portion of the work. The **CITY** may terminate this contract for cause upon a five (5) day written notice. **IC** may terminate this contract for any reason upon thirty (30) day written notice.

In performance of this work hereunder, **IC** is an independent contractor and shall not be construed as creating a relationship of principal and agent, or employer and employee between **CITY** and **IC**.

IC shall not have any authority to hire any person on behalf of **CITY** or to charge any amounts to **CITY**.

WHEREFORE, **CITY** and **IC** wish to provide the following agreement:

1. **IC** shall provide botanical analysis, which includes seed identification and submit a final report as related to the seed identification recovered at 40 Taylor Avenue in Deadwood, South Dakota;

2. The parties agree that it is **IC'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, comply with the Equal Employment Opportunities Act;
3. **IC** shall provide their own office space, equipment and materials to meet the requirements of this agreement;
4. **IC** may not subcontract any portion of this contract or any portion of the work;
5. **IC** shall submit a final report as related to the seed identification recovered at 40 Taylor Avenue by December 31, 2022 for the total sum of One-Thousand and Five Hundred Dollars (\$1,500.00).
6. **IC** 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**. **IC** does not have authority to hire any person on behalf of **CITY**;
7. **IC** 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 **IC** as set forth in this agreement;

- 8. Upon **IC** providing a finished report, **CITY** shall pay the total sum of One-Thousand and Five Hundred Dollars (\$1,500.00) to **IC** for their services;
- 9. 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; and
- 10. 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 _____, 2022.

CITY OF DEADWOOD

By _____
David R. Ruth, Jr., Mayor

ATTEST:

Jessica McKeown

City Finance Officer

Dated this ____ day of _____, 2022.

BENJAMIN SHREVES

INDEPENDENT CONTRACTORS

State of South Dakota)
) SS
County of _____)

On this ____ day of _____, 2022, before me, the undersigned officer, personally appeared Angie IC, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that she 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: _____