

## **CONTRACT FOR PROFESSIONAL SERVICES**

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 Renee Boen, an independent archaeological contractor, 917 9th St, Rapid City, SD, 57701, (hereinafter referred to as Independent Contractor or “**IC**”).

WHEREAS, **IC** has agreed to aide and provide professional services for the perpetual care and long-term care of the **CITY**’S archaeological and anthropological collections housed within the city limits of Deadwood, South Dakota.

WHEREAS, the **CITY** has agreed to compensate **IC** for their services hourly at the rate of \$40.00 per hour for a total sum not to exceed Five Thousand Dollars (\$5,000.00). The **IC** has agreed to track and submit a monthly invoice for their hours for reimbursement of their services. These services will include transportation to and from Deadwood, onsite visits, outside research and development as related to questions and projects brought on by the **CITY**.

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.

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 professional services as related to the **CITY'S** archaeological and anthropological collections housed within the city limits of Deadwood, South Dakota for the total sum of Five-Thousand Dollars (\$5,000.00) divided out by monthly invoices.

**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. 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;

2. **IC** shall provide their own office space, equipment and materials to meet the requirements of this agreement;
3. **IC** may not subcontract any portion of this contract or any portion of the work;
4. **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**;
5. **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;
6. 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

7. 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 \_\_\_\_\_, 2024.

CITY OF DEADWOOD

By \_\_\_\_\_  
David Ruth, Jr., Mayor

ATTEST:

\_\_\_\_\_  
Jessica McKowen  
City Finance Officer

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
RENEE BOEN  
INDEPENDENT CONTRACTOR

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

On this \_\_\_\_ day of \_\_\_\_\_, 2014, 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: \_\_\_\_\_