

**CONTRACT BETWEEN CITY OF DEADWOOD AND
CINDY SCHNERINGER, INDEPENDENT CONTRACTOR**

This Contract 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 Planning & Zoning Office (hereinafter referred to as “CITY”) and Cindy Schneringer, P.O. Box 1179, Douglas, Wyoming 82633 (hereinafter referred to as “INDEPENDENT CONTRACTOR”).

The purpose of this Contract is to set forth the terms and conditions of the Contract between CITY and INDEPENDENT CONTRACTOR for professional services associated with the Planning and Zoning Department.

INDEPENDENT CONTRACTOR has the experience and expertise and personal software and hardware to provide the professional services desired by the CITY.

The parties desire to enter into a Contract whereby INDEPENDENT CONTRACTOR provides professional services regarding the development of staff reports for the Zoning Administrator, identifies Conditional Use Permits for annual review, develops the necessary Findings of Facts for the calendar year 2023, the creation of templates for a variety of reports generated through the Planning and Zoning Office, and other projects identified by the CITY.

INDEPENDENT CONTRACTOR further agrees to observe and report on activities of short-term rentals within the city limits of Deadwood through the Harmari – a third-party monitoring program on a weekly basis and cross reference with the requirements set forth under State and local laws.

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

1. The Recitals set forth above are herein incorporated and made part of this Contract.
2. The parties agree it is INDEPENDENT CONTRACTOR'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. INDEPENDENT CONTRACTOR shall provide their own office space, equipment, and materials to meet the requirements of this Contract.
4. CITY shall supply an external hard drive for the purpose of storing and transferring data for this Contract. INDEPENDENT CONTRACTOR shall maintain and return to the CITY all digital work relating to this Contract by or before December 31, 2023.
5. Upon completion of the project, INDEPENDENT CONTRACTOR shall provide CITY with digital files in electronic format for work completed.
6. CITY shall pay INDEPENDENT CONTRACTOR \$35.00 dollars per hour for the professional services outlined in the Contract, for a total not to exceed Five Thousand \$5,000.00/100 dollars or 140 hours of work completed and this amount cannot be exceeded unless change orders are agreed upon in writing by both parties.
7. INDEPENDENT CONTRACTOR shall provide written invoices on a least a monthly basis detailing the work performed under this Contract.
8. In the event INDEPENDENT CONTRACTOR does not complete the contracted professional services by December 31, 2023, CITY shall pay INDEPENDENT CONTRACTOR for work fully completed up to December 31, 2023.
9. INDEPENDENT CONTRACTOR 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. CITY shall maintain exclusive right of all work generated through this Contract shall be treated as confidential and belong to the CITY. Any associated documents pertaining to this Contract shall also belong to the CITY.
12. Either party may terminate this Contract 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, INDEPENDENT CONTRACTOR shall provide to CITY all original documents produced at that time.

13. INDEPENDENT CONTRACTOR 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 INDEPENDENT CONTRACTOR. INDEPENDENT CONTRACTOR does not have authority to hire any person on behalf of CITY.

14. INDEPENDENT CONTRACTOR 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 INDEPENDENT CONTRACTOR as set forth in this Contract.

15. This Contract 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 Contract constitutes the entire Contract of the parties on its subject. There are no other terms, conditions, or understandings of any kind, expressed or implied.

Dated this ____ day of _____, 2023.

CITY OF DEADWOOD

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

ATTEST:

Jessica McKeown
City Finance Officer

