

CONTRACT FOR DEADWOOD FIRE HISTORY PROJECT
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 Dr. Peter Brown of the Rocky Mountain Tree-Ring Research located at 2901 Moore Lane, Fort Collins, CO. 80526, hereinafter referred to as Independent Contractor or “**IC**”).

WHEREAS, **IC** has agreed to travel to and from Deadwood, South Dakota, locate and sample historic tree stumps in areas prearranged by city staff, prepare said collected wood samples as part of the analysis portion of the project and submit a final report on the results of the project as related to the fire chronology and historic narrative of Deadwood Gulch’s fire district.

WHEREAS, the **CITY** has agreed to compensate **IC** for their services in the total sum of Twelve Thousand Dollars (\$12,000.00).

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 submit all wood samples collected in Deadwood, South Dakota during the project and submit their findings in a final written report, which includes geographical locations of collected specimens, a fire chronology and historic narrative of Deadwood Gulch's fire district as related to the Black Hills fire chronology and history compiled by the IC, and submit said findings to the online database for the Black Hills fire district.

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 travel to and from Deadwood, South Dakota, locate and sample historic tree stumps in prearranged locations provided by city staff, prepare collected wood samples as part of the analysis portion of the project and

submit a final report on the results of the project as related to the fire chronology and historic narrative of Deadwood Gulch's fire district.

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 the prepared wood cuts and final report by December 31, 2022 for the total sum of Twelve Thousand Dollars (\$12,000.00).
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** traveling to and from Deadwood, South Dakota and providing the finished wood samples, **CITY** shall pay the total sum of Six-Thousand Dollars (\$6,000.00) to **IC** for their services;
9. Upon **IC** providing a finished report as related to the tree project, the **CITY** shall pay the remaining sum of Six-Thousand Dollars (\$6,000.00) to **IC** not to exceed Twelve Thousand Dollars (\$12,000.00).
10. 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
11. 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.

PETER BROWN

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: _____