

**CONTRACT BETWEEN CITY OF DEADWOOD AND
JOHN R. BOZELL, 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 John R. Bozell of 4411 California Street, Omaha, NE 68131 (hereinafter referred to as “BOZELL”).

The purpose of this Contract is to set forth the terms and conditions of the agreement between CITY and BOZELL for services related to the production of a final report, focusing on the 2001 to 2004 Deadwood Chinatown archaeological investigation, more specifically the faunal analysis from Deadwood, Lawrence County, South Dakota.

The parties desire to enter into an agreement whereby BOZELL agrees to create and provide a final written report on the faunal materials; and

BOZELL has the experience and expertise to produce the final report on faunal materials from the 2001 to 2004 Deadwood Chinatown archaeological investigation.

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

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. The parties agree it is BOZELL’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. BOZELL shall provide his own office space, equipment and materials to meet the requirements of this agreement.
4. BOZELL shall create and provide CITY with two (2), written hard copies and one electronic copy (1) of the completed faunal analysis report along with all associated resource materials, photographs, and other documentation generated through the research of this final report by December 31, 2021.

5. CITY shall pay BOZELL the sum of Two Thousand and Four Hundred and 00/100 Dollars (\$2,400.00) upon submission of and acceptance by CITY, the completed final report. This amount cannot be exceeded unless change orders are agreed upon in writing by both parties.
6. BOZELL shall remain solely responsible for the content and accuracy of the analysis and final report.
7. In the event BOZELL does not complete the final report by December 31, 2021, CITY shall pay BOZELL for all work fully completed up to December 31, 2021.
8. With the sole exception of the typing of the final report, BOZELL may not subcontract any portion of this contract or any portion of the work.
9. No further changes or additional work will be approved by the CITY, unless approved in writing by both parties;
10. Copyright for the final report shall belong to **CITY**. Copyright for two (2), written hard copies and one electronic copy (1) of the completed faunal analysis report along with all associated resource materials, photographs, and other documentation shall also belong to **CITY**.
11. 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, BOZELL shall provide to CITY all original documents produced at that time.
12. BOZELL 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 BOZELL. BOZELL does not have authority to hire any person on behalf of CITY.
13. BOZELL 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 BOZELL as set forth in this agreement.
14. 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.
15. 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.

