

**CONTRACT BETWEEN CITY OF DEADWOOD**  
**AND**  
**INDEPENDENT CONTRACTOR**

This Agreement, dated the \_\_\_\_ day of April, 2021, is between the CITY OF DEADWOOD HISTORIC PRESERVATION, a department within the City of Deadwood, with its business office at 108 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as “HP” or “CITY,” and Chelsie Bauer of Deadwood, South Dakota hereinafter referred to as “INDEPENDENT CONTRACTOR” or “IC.”

The purpose of this Contract is to set forth the terms and conditions of the agreement between HP and IC for services related to the graphic design and preparation of Boots on Bricks: A Downtown Walking Tour of Deadwood as related to the history of Deadwood, South Dakota.

**WITNESSETH**

**WHEREAS**, the parties hereto desire to enter into an agreement whereby IC agrees to layout and design the materials to be included in the reprint of said book; and

**WHEREAS**, IC has the experience and expertise to layout and design the materials to be included in the reprint of said book and meet the other requirements and obligations of this contract.

Based on the covenants, representations and mutual understanding and agreement of the parties, HP and IC, agree as follows:

1. The parties agree that it is the IC’S responsibility to provide her own office space and equipment and pay all necessary taxes and

insurance including Social Security and workmen's compensation insurance.

2. IC shall create and provide HP with one (1) hard copy and one (1) digital copy of the final graphic design files pertaining to said book in good working order.
3. IC shall submit periodic invoices during the project for the amount not to exceed \$2,000.00 dollars. All final graphic files shall become the property of the City of Deadwood.
4. CITY shall periodically review and approve all materials prior to payment.
5. HP shall pay the IC an hourly rate of \$35.00 per hour for a total amount not to exceed Two-Thousand Dollars (\$2,000.00). HP shall pay for no more than fifty-seven (57) hours of work under this contract unless agreed upon by both parties.
6. IC may not subcontract any portion of this contract or any portion of the work.
7. HP may terminate this contract upon giving IC thirty (30) days' written notice of its intent to terminate. IC may terminate this contract for any reason upon thirty (30) days' written notice.
8. In performance of the work hereunder, IC understands and agrees it 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. The IC shall not have authority to hire any person on behalf of HP.
9. IC hereby agrees to 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 the IC or anyone acting under the IC'S direction, control or on IC'S behalf in connection with or incident to the work or otherwise.
10. This agreement and the rights and obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of South Dakota.

11. This Agreement constitutes the entire agreement of the parties on its subject. There are no other terms, conditions or understandings of any kind or nature expressed or implied.

**IN WITNESS WHEREOF**, the Deadwood City Commission and the Deadwood Historic Preservation Commission, having duly approved this Contract, have caused this Contract to be executed in their behalf; thereunto duly authorized, attested thereto by the finance officer and have hereto attached the official seal this \_\_\_\_ day of April, 2021.

CITY OF DEADWOOD – HISTORIC  
PRESERVATION

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

ATTEST:

\_\_\_\_\_  
Jessica McKeown  
City Finance Officer

DEADWOOD HISTORIC  
PRESERVATION COMMISSION

By \_\_\_\_\_

Its: \_\_\_\_\_

## INDEPENDENT CONTRACTOR

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