

Co-Stewardship Agreement

This Agreement shall be for a term of five years commencing on the 1st day of January, 2022 and ending on the 31st day of December, 2027. This Agreement is entered into by and between the Fassbender Photographic Collection, hereinafter referred to as “FPC,” Deadwood History, Inc., hereinafter referred to as “DHI,” and the Cities of Deadwood, Lead, and Spearfish, hereinafter referred to as “DLS.”

The parties acknowledge the Cities of Deadwood, Lead, and Spearfish own the Fassbender Photographic Collection; the FPC will serve as an advisory committee for the collection, and; DHI will be responsible for the oversight, care, and management of the collection.

The parties further acknowledge the Fassbender Photographic Collection is a historically valuable collection that contains approximately 800,000 photographic images, an assortment of film media properties, and a grouping of artifacts related to the art of photography. The collection dates from roughly the 1880s to the 1980s and provides a visual history of an emblematic region of the American western frontier.

The purpose of this Agreement is to set forth the terms and conditions for the housing, processing, preservation, maintenance, marketing, promotion, and display of the Fassbender Photographic Collection.

DHI RESPONSIBILITIES

Subject to the terms and conditions stated herein, DHI shall be responsible for the housing of the Fassbender Photographic Collection. All photographs, negatives, prints, and film media will be housed at the Homestake Adams Research and Cultural Center (HARCC) in a secure vault space that can be environmentally monitored and incorporated into an integrated pest management plan. Artifacts from the collection will continue to be housed at secure off-site locations.

Subject to the terms and conditions stated herein, DHI shall be responsible for the ongoing processing of the Fassbender Photographic Collection. Processing will be done following museum and archives industry best practices and procedures, which are: to identify, appraise, preserve, and make available documentary materials of long-term value to the organization or public that the archives serves.

Subject to the terms and conditions stated herein, DHI shall be responsible for the preservation of the Fassbender Photographic Collection. “Historic preservation is generally regarded as the practice of protecting or preserving sites, buildings, structures, objects, or districts which reflect elements of cultural, social, economic, political, archaeological, or architectural history. This history is important because it connects us to specific times, places, and events that were significant milestones in our collective past. The ability to revisit these preserved elements from time to time provides us with a sense of place, and maintains continuity between our past and our present by preserving a trail of how we arrived at where we are, and

who we are today.” Integrata, “Why Preserve History?” <https://www.integrata-ac.com/why-preserve-history> Preservation will be done following museum and archives industry best practices and procedures and using industry-approved preservation supplies. Areas such as proper storage materials, proper storage environment, media migration, security, agents of deterioration, controlled access, consulting with preservation experts when needed, etc. will be addressed.

Subject to the terms and conditions stated herein, DHI shall be responsible for maintenance of the Fassbender Photographic Collection. Maintenance will be done following museum and archives industry best practices and procedures and using industry-approved maintenance supplies. Maintenance practices will include: conducting periodic collection inventories, regular housekeeping practices, keeping database records up-to-date and current, create and administer a five-year work plan outlining objectives and goals, etc.

Subject to the terms and conditions stated herein, DHI shall be responsible for marketing and promoting the Fassbender Photographic Collection. Marketing and promoting the collection will be done through the following means: using a variety of social media outlets, DHI quarterly newsletter, newspaper articles, short videos, temporary exhibitions and public programs at locations throughout the local area, etc. DHI will create bi-annual reports to present to the DLS governing bodies, the DHI Board of Directors, and the FPC advisory committee.

Subject to the terms and conditions stated herein, DHI shall be responsible for displaying the Fassbender Photographic Collection. Displaying the collection will include creating and offering public programs, creating and installing temporary exhibitions that can be displayed in a variety of locations throughout the local area, collaborating with local businesses and organizations, creating online virtual exhibitions, etc.

DLS and FPC RESPONSIBILITIES

The DLS shall retain ownership of the collection and continue annual funding of the operations and collection staff and continue underwriting insurance coverage for the collection.

The DLS and FPC shall indemnify and hold DHI harmless from any and all claims, actions, proceedings, costs, damages and liabilities, including attorney’s fees arising out of, connected with, or resulting from the housing of the Fassbender Photographic Collection owned by the DLS pursuant to this Agreement, including but not limited to the selection, delivery, possession, use, display, operation or return of the Fassbender Photographic Collection.

The FPC will present and submit the annual grant-funding applications to the DLS City Commissioners and the Lawrence County Commissioners.

IN WITNESS WHEREFORE each party has caused this Agreement to be executed on the date indicated below.

Dated this _____ day of _____, 2022.

Fassbender Photographic Collection

By _____
Board President Name, Board President

Deadwood History, Inc.

By _____
Marci Shama, Board President