

**MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF RAPID CITY
and
KIWANIS-MARY HALL PARK COMMITTEE, INC.**

This agreement is by and between the City of Rapid City, SD, a municipal corporation (hereinafter referred to as City) and the Kiwanis-Mary Hall Park Committee, Inc. (hereinafter referred to as K-MHPC), a non-profit benevolent corporation of Rapid City, SD.

PREAMBLE

The area known as Mary Hall Park, encompassing approximately 10 acres which the City accepted by deed in 1952 for the purpose of a park, is located north of west South Street, south of Hall Street, east of Payton Court, and west of the National Guard Camp. The park is within the Lime Creek drainage area. In the year 1999, the Kiwanis Clubs of Rapid City authorized formation of a separate, autonomous non-profit corporation, known as Kiwanis-Mary Hall Park Committee, Inc., which draws support from the Kiwanis Clubs. By resolution, the City of Rapid City approved the park plan submitted by K-MHPC and granted K-MHPC permission to proceed with development. Among other responsibilities, K-MHPC's mission is to raise money to underwrite costs of development, promotion and agreed-upon maintenance within this park. Among other responsibilities, the City's mission is to protect the public's interest in the park.

WHEREAS

Both entities mentioned herein are involved in development of a public park, both stipulate to the following:

1. K-MHPC shall construct trails and/or structures in accordance with a master plan approved by the City.

2. Mary Hall Park is designed principally for use as an educational and recreational facility. Improvements are intended to assist the study of in-creek flora and fauna, creekside flora and fauna, and limited prairie flora and fauna, as well as recreational activity.

3. The park shall be open to the public at times prescribed and/or scheduled by the Parks Department. Teachers and students will be especially encouraged to use the facilities for various scientific and ecological pursuits.

4. Except for construction specifically initiated and undertaken by the City, K-MHPC will provide money, materials and other resources for construction of prescribed features and/or will reimburse the City for the same. Any additions and modifications to the bicycle path and its attendant structures will be initiated by mutual consent of the parties and costs will be paid by the City. Any portion of any project paid for with tax revenue shall comply with applicable bid laws.

5. K-MHPC will accept financial responsibility for routine maintenance of structures, trails and signage constructed by K-MHPC. Assessment of routine maintenance needs will be a joint responsibility of the signatories on an annual basis, and upkeep will be subject to acceptance by the City. Maintenance will be done in a timely fashion. Labor may be voluntary. Emergency situations resulting from vandalism or acts of nature may require immediate attention and intervention by either party.

6. At least annually, K-MHPC will provide people and equipment to pick up and remove trash or other items foreign to the park and to waters within the park.

7. The City will be responsible for and pay for mowing at whatever interval deemed necessary by the City, as well as control of weeds and undesirable plants, insects and/or undesirable animals. The City will be responsible for bike path upkeep and snow removal

therefrom. The City also will be responsible for upkeep of perimeter fencing and all police and fire protection.

8. All improvements will be in accordance with City rules and regulations and will be owned by the City from the beginning point of the construction. All actions are subject to City approval.

9. K-MHPC shall retain a General Contractor to supervise construction of any and all improvements. The General Contractor shall be responsible to the City for direction and shall at all times keep the City informed of progress on any construction project. All construction shall be considered a City project for purposes of the City's insurance coverage.

10. Insofar as is possible, the makeup of work details and their mission will be communicated in advance to the superintendent of parks, and the names of those taking part will be recorded.

11. K-MHPC members as a group and as individuals will be held harmless for their actions or decisions.

12. This agreement will remain in effect for a period of five years, when it may be renewed, altered or terminated.

EFFECTIVE DATE: In witness whereof, the parties hereto have executed this agreement this _____ day of _____, 2002.

CITY OF RAPID CITY

Jerry Munson, Mayor

ATTEST:

Finance Officer

(SEAL)

KIWANIS-MARY HALL PARK COMMITTEE

By: _____