

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF RAPID CITY  
AND THE RAPID CITY AREA SCHOOL DISTRICT FOR THE CONSTRUCTION AND  
OPERATION OF A FIRE STATION AND TRAINING CENTER**

This Memorandum of Understanding ("MOU") is entered into by and between the City of Rapid City, of 300 Sixth Street, Rapid City, SD 57701 ("City") and the Rapid City Area School District #51-4 ("District") for the construction and operation of a joint use facility on the Western Dakota Technical Institute ("WDTI") campus.

WHEREAS, the City of Rapid City had identified the need for a future fire station to serve the east side of the city; and

WHEREAS, District operates WDTI, the campus for which is located in the eastern part of the city on Highway 44, a main thoroughfare that could provide City's Fire Department with quick access to much of the east side of the city; and

WHEREAS, WDTI offers a fire science program to educate and train firefighters; and

WHEREAS, WDTI and City have a cooperative working relationship whereby WDTI students have the opportunity to intern and experience hands-on training with the City's Fire Department; and

WHEREAS, the parties desire to expand on this cooperation by constructing a joint facility containing a fire station and training center, which training center will be utilized by both WDTI students and City firefighters; and

WHEREAS, the parties desire to enter into this MOU to reduce their mutual agreements to writing.

NOW THEREFORE, for and in consideration of the mutual promises and agreements contained herein, the parties hereby agree as follows:

1. **Recitals.** The recitals set forth above constitute an integral part of this MOU and are incorporated herein by this reference as if fully set forth herein as agreements of the parties.
2. **Purpose.** The purpose of this MOU is to set forth the terms and conditions under which a joint city fire station and fire sciences training center will be constructed and operated and to set forth the obligations of each party.
3. **Location.** District agrees to provide adequate space on the WDTI campus on which the facility will be located. The space shall be located as close as practicable to East Highway 44.
4. **Funding.** Construction of the portion of the facility that will house the city fire station shall be funded by the City. Construction of the training center shall be jointly funded by District and the City.

5. Construction. District and City will cooperate to undertake construction of the facility. WDTI shall have the responsibility for bidding the project and all construction oversight and administration for the project. City shall have final approval of all plans and specifications for the fire station portion of the facility. District shall have final approval of all plans and specifications for the training center.

6. Utilities and Maintenance. WDTI shall be responsible for all utilities, maintenance and upkeep of the training facility, including janitorial services and any parking facilities constructed in conjunction with the facility. City shall be responsible for all utilities, maintenance and upkeep of the fire station portion of the facility.

7. Contingencies. This MOU is made contingent upon the following:

- a. City appropriating funds for construction of the fire station;
- b. District appropriating funds for construction of the training center; and
- c. District securing any required approval of the South Dakota Department of Education.

8. Termination. City or District may terminate this MOU at any time prior to an invitation for bids being issued to construct the project, with or without cause and without incurring any liability or obligation, by giving the other party thirty days' written notice of termination.

9. Amendments. This MOU may only be amended by a written document duly executed by all parties.

10. Entire Agreement. This MOU constitutes the entire agreement between the parties, and supersedes all prior negotiations, agreements and understandings, whether oral or written.

11. Counterparts. This MOU may be executed in counterparts; each such counterpart shall be deemed an original and when taken together with other signed counterparts, shall constitute one MOU.

12. Severability. If any provision of this MOU is held unenforceable by a court of competent jurisdiction, such holding shall not affect the remaining provisions of this MOU, which shall remain in full force and effect.

13. Headings. The headings and numbering of the different paragraphs of this MOU are inserted for convenience only and are not to control or affect the meaning, construction or effect of each provision.

14. Construction and Venue. This MOU shall be interpreted under the laws of the State of South Dakota. Any litigation relating to this MOU shall be resolved only in the Seventh Judicial Circuit Court of Pennington County, South Dakota.

CITY OF RAPID CITY

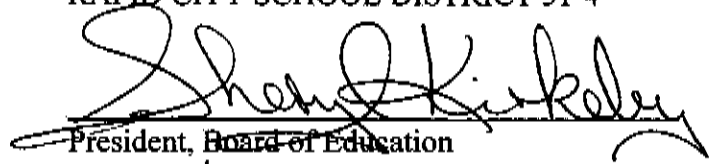
\_\_\_\_\_  
Mayor

ATTEST

\_\_\_\_\_  
Finance Officer

(seal)

RAPID CITY SCHOOL DISTRICT 51-4

  
\_\_\_\_\_  
President, Board of Education

8-2-12