

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF RAPID CITY AND THE RAPID CITY CHAMBER OF COMMERCE

This Memorandum of Understanding (“MOU”) is made by and between the **CITY OF RAPID CITY**, a municipal corporation, hereinafter referred to as the “City,” of 300 Sixth Street, Rapid City, SD 57701, and the **RAPID CITY CHAMBER OF COMMERCE**, a South Dakota non-profit corporation, hereinafter referred to as “Chamber,” of 444 Mount Rushmore Road North, Rapid City, SD 57701.

WHEREAS, the Chamber is made up of businesses and professionals organized to cultivate a prosperous business climate in Rapid City and the surrounding area; and

WHEREAS, the Chamber is a leading advocate for business growth in the Rapid City; and

WHEREAS, the Chamber works cooperatively with other organizations to improve the economic well-being and quality of life in Rapid City and the Black Hills area; and

WHEREAS, the Chamber is a leader in economic development efforts in the tourism industry, the agriculture industry, and all other industries important to Rapid City; and

WHEREAS, the City does not have staff available to perform the services provided by the Chamber as detailed below; and

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

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 the Chamber will work with the City and to set forth the obligations of each party.

3. City Payment. The City agrees to pay Chamber a stipend each year, which payment shall be set by the City Council according to its yearly budget. The parties further agree that the mutual covenants and promises contained herein shall constitute good and sufficient consideration for the execution of this MOU.

4. Chamber Services. The Chamber will provide the following services to the City in exchange for the payment provided in ¶ 3:

- a. Prepare and provide relocation packets for new citizens in the community;
- b. Prepare and provide student packets;
- c. Provide publications to citizens and visitors, including city maps, business directories, and informational periodicals;
- d. Host local candidate forums to promote voter education;

- e. Host cracker barrels with local legislators;
- f. Facilitate communication between and among businesses in the community;
- g. Operate and manage leadership training programs for community members; and
- h. Support local businesses and encourage economic development.

5. Term. The term of this MOU shall begin on the date of execution, and shall end on December 31, 2014. This MOU shall automatically renew at the end of the initial term for a period of one year. At the end of each successive one-year term, this MOU shall automatically renew for another one-year term. This MOU may be cancelled prior to any renewal term by either party delivering written notice to the other on or before October 1st of the then-current term.

6. Financial Statements. The Chamber shall provide a copy of the preceding year's audited financial statement to the City, following the end of each fiscal year.

7. Annual Appropriations. The provisions of this MOU which require City to expend funds are expressly made subject to annual appropriation by the City. If, during any subsequent fiscal year the City shall fail to appropriate funds to pay for the services to be provided hereunder, then and in that event Chamber shall have the option to terminate this MOU, and upon any such termination, neither party shall have any liability to the other arising from the otherwise unexpired term.

8. Relationship between the Parties. This MOU does not create an employment relationship between the City of Rapid City and Chamber's officers, directors, agents or employees. Nothing contained in this MOU is intended to create a partnership or joint venture between the Chamber and the City of Rapid City.

9. Notices. All notices given hereunder shall be made by hand delivery or certified mail, return receipt requested, to the parties at the following addresses:

City of Rapid City	Rapid City Chamber of Commerce
Attn: Finance Officer	Attn: President & CEO
300 Sixth Street	PO Box 747
Rapid City, SD 57701	Rapid City, SD 57709

10. Change of Contacts. Chamber agrees to notify City of any changes in its point of contact or the address of business correspondence, within thirty (30) days after said change.

11. Non-Discrimination. Chamber shall not on the grounds of race, color, sex, creed, religion, ancestry, national origin or disability discriminate or permit discrimination against any person or group of persons, in any manner prohibited by local, state or federal laws. Chamber further agrees to comply with any requirements made to enforce the foregoing which may be required of or by the City

12. Time of Essence. Time is of the essence of this MOU.

13. Waivers. The failure by one party to require performance of any provision herein shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this MOU constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

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

15. Entire Agreement. This MOU constitutes the entire agreement between the parties related to the matters addressed herein, and supersedes all prior negotiations, agreements and understandings, whether oral or written.

16. 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.

17. 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.

18. 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.

19. Construction and Venue. This MOU shall be interpreted under the laws of the State of South Dakota. Any litigation under this MOU shall be resolved in the Circuit Court of Pennington County, South Dakota.

Dated this ____ day of _____, 2014.

CITY OF RAPID CITY

ATTEST

Mayor

Finance Officer

(SEAL)

RAPID CITY CHAMBER OF COMMERCE

By: _____

Its: _____