

**AGREEMENT BETWEEN THE CITY OF RAPID CITY AND THE RAPID CITY
SCHOOL DISTRICT TO OBTAIN AND PAY FOR A FEASIBILITY STUDY TO
DETERMINE THE SUITABILITY OF USING RAPID CITY CENTRAL HIGH
SCHOOL AS THE SITE OF A JOINT USE THEATER.**

This Agreement is made and entered into by and between the CITY OF RAPID CITY, a municipal corporation, located at 300 Sixth Street, Rapid City, South Dakota, hereafter referred to as the “City” and the Rapid City Area School District No. 51-4, also located at 300 Sixth Street, Rapid City, South Dakota, hereafter referred to as “RCAS.”

WHEREAS, the City has created an Economic Development and Civic Improvements Fund; and

WHEREAS, the Rapid City Arts Council and Performing Arts Coalition have requested money from the City’s Economic Development and Civic Improvements Fund to pay for various arts and theater related projects; and

WHEREAS, the City Council agreed to allocate money from the Economic Development and Civic Improvements Fund for arts and theater related projects on the condition that the various community arts and theater groups develop and agree on a unified proposal for their different funding requests; and

WHEREAS, the community arts and theater groups have presented a unified proposal to the City Council for how they would request to spend the money that has been previously allocated to fund their projects; and

WHEREAS, a portion of the unified proposal is to build a joint use theater that would be located on the campus of Rapid City Central High School; and

WHEREAS, it is necessary to conduct a study to determine if the proposed theater project is feasible at this site; and

WHEREAS, the Rapid City Arts Council and Performing Arts Coalition need to use a portion of the funds previously set aside by the City Council to fund this study.

NOW THEREFORE, the parties agree as follows:

1. RCAS will retain a consultant on behalf of the Rapid City Arts Council and Performing Arts Coalition to conduct a feasibility study for a joint use theater on the Rapid City Central High School Campus.
2. The consultant selected shall bill RCAS directly for the cost of the study.
3. Once the RCAS have been billed for the services rendered they can submit a request for payment to the City’s Finance Office for reimbursement. Along with their

request for payment, RCAS must provide the following documentation in order to be reimbursed:

- a. Proof that the request for payment is part of the feasibility study for the proposed theater on the Rapid City Central High School campus;
- b. An itemized bill from the consultant showing the work that was done and the amount charged for such work;
- c. A voucher or receipt or other document acceptable to the City Finance Office that confirms that the consultant has been paid by the RCAS.

4. If RCAS provides the above documentation the City agrees to reimburse RCAS for the actual expenditures that RCAS has made for the cost of the feasibility study, in an amount not to exceed \$25,000. The City will fund this reimbursement from the money that has been previously set aside to pay for the projects the City has approved as part of the City's Economic Development and Civic Improvements Fund.

5. If the City has not received a request for reimbursement from RCAS within one year of the date this agreement is approved, the City has the right to terminate the agreement and reallocate the funds to other projects. The City will notify RCAS, in writing, of its intent to terminate the agreement 30 days prior to actually terminating the agreement. The City will pay any requests for reimbursement that meet the criteria established in paragraph 3, if they are received by the City's Finance Office prior to the termination of the agreement.

6. Any changes or amendments to this agreement must be made in writing. Any additional work authorized by any party other than the City that increases the scope of the project or the amount of money to be reimbursed above \$25,000, requires prior approval by the City. If prior City approval is not received, the City will not be responsible to reimburse RCAS for the work.

7. This agreement will be governed under the laws of the State of South Dakota and any action or proceeding relating to this agreement will be venued in Rapid City, South Dakota, in the Circuit Court for the Seventh Judicial Circuit.

Dated this ____ day of _____, 2006.

CITY OF RAPID CITY

By: _____
Jim Shaw, Mayor

ATTEST:

Finance Officer

(SEAL)

RAPID CITY AREA SCHOOL DISTRICT #51-4

By: _____
President

ATTEST:

Business Manager

State of South Dakota)
 ss.
County of Pennington)

On this the _____ day of _____, 2006, before me, the undersigned officer, personally appeared Jim Shaw and James F. Preston, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Rapid City, a municipal corporation, and that they, as such Mayor and Finance Officer, being authorized so to do, executed the foregoing Agreement Consenting to Assessed Project for the purposes therein contained by signing the name of the City of Rapid City by themselves as Mayor and Finance Officer.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public, South Dakota

My Commission Expires:

(SEAL)

State of South Dakota)
 ss.
County of Pennington)

On this _____ day of _____, 2006, before me, the undersigned officer, personally appeared _____ and _____, who acknowledged themselves to be the President and Business Manager of Rapid City School District No. 51-4, and that they as such, being duly authorized to do so, executed the foregoing instrument by signing the name of Rapid City School District No. 51-4.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public, State of South Dakota

My Commission Expires:

(SEAL)