

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made by and between the CITY OF RAPID CITY, 300 Sixth Street, Rapid City, South Dakota 57701 (hereafter “City”), and Western Resources for dis-ABLED Independence, 405 East Omaha Street, Suite D, Rapid City, South Dakota 57701.

Recitals

WHEREAS, Western Resources for dis-ABLED Independence desires to place Americans with Disabilities Act Tribute Memorial on public property in Memorial Park in Rapid City, South Dakota, as identified on the attached Exhibit A; and

WHEREAS, the parties desire to enter into this agreement to set forth their understandings in the event that the Americans with Disabilities Act Tribute Memorial comes into disrepair or needs to be moved to a new location.

NOW, THEREFORE, it is agreed as follows:

Agreement

1. Procurement. The parties hereby agree that Western Resources for dis-ABLED Independence shall be responsible for the procurement of the Americans with Disabilities Act Tribute Memorial, and shall be responsible for the installation of the Americans with Disabilities Act Tribute Memorial in compliance with any requirements of the Parks and Recreation Department. Furthermore, the parties agree to comply with all applicable state laws and municipal ordinances.
2. Ownership. The parties hereby agree that the ownership of the Americans with Disabilities Act Tribute Memorial, shall be transferred to the City of Rapid City once the installation is completed to the satisfaction of the City of Rapid City.
3. Maintenance. The parties hereby agree that all maintenance of the Americans with Disabilities Act Tribute Memorial, and any related expenses, shall be the responsibility of the City Rapid City once ownership has transferred to the City.
4. Relocation. The City of Rapid City may relocate or remove the Americans with Disabilities Act Tribute Memorial if it determines it necessary or desirable.
5. Consideration. The parties hereby acknowledge and agree that the City allowing the Americans with Disabilities Act Tribute Memorial to be located on public property constitutes good and sufficient consideration for the execution and performance of this Memorandum of Agreement.

Dated this _____ day of _____, 2009.

CITY OF RAPID CITY

Alan Hanks, Mayor

ATTEST:

Finance Officer
(SEAL)

Western Resources for dis-ABLED Independence

By:_____

State of South Dakota)
 ss.
County of Pennington)

On this the _____ day of _____, 2009, before me, the undersigned officer, personally appeared Alan Hanks 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 Memorandum of Agreement 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)

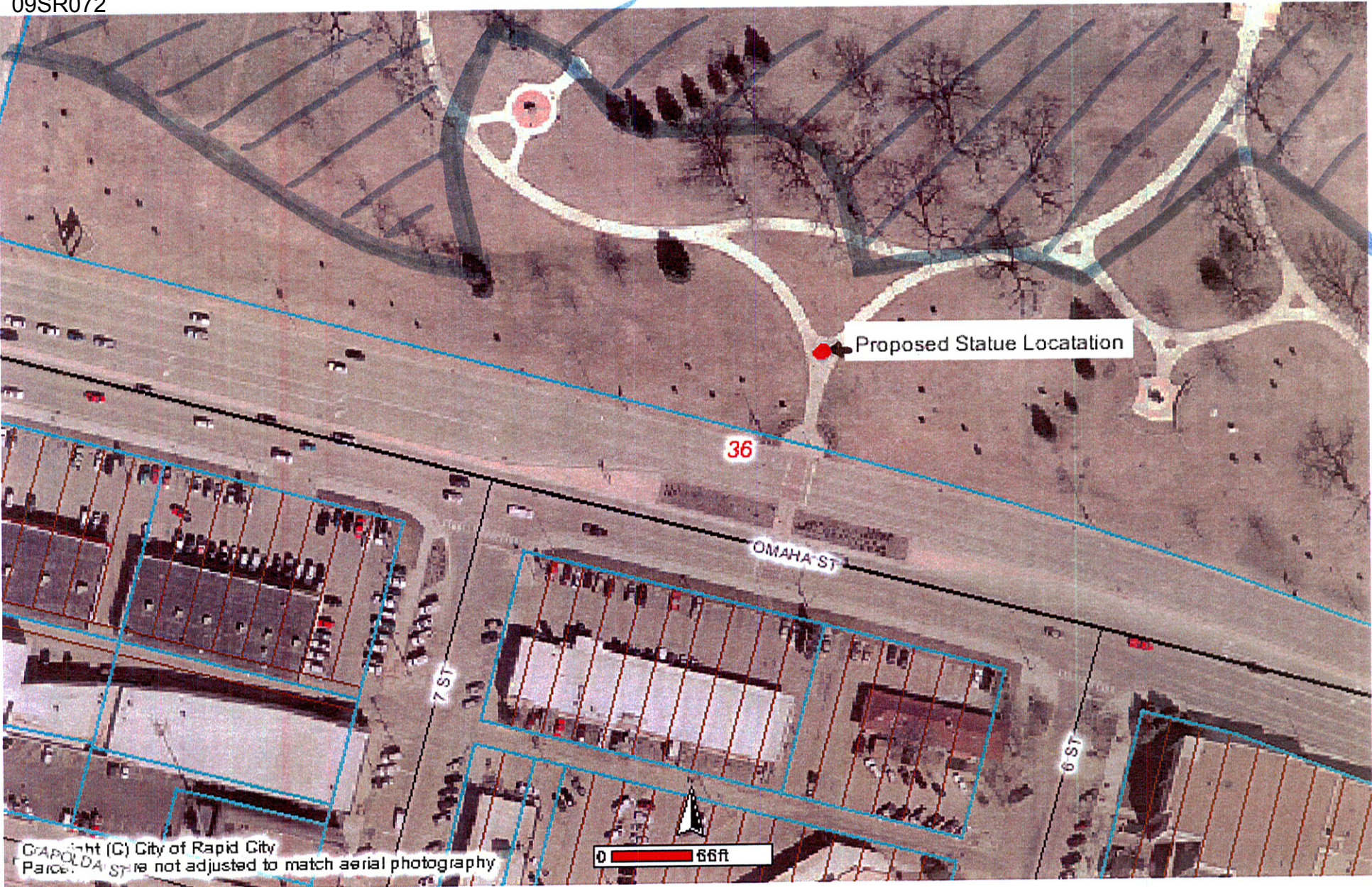
State of South Dakota)
 ss.
County of Pennington)

On this the ____ day of _____, 2009, before me, the undersigned officer personally appeared _____, who acknowledged herself to be the _____ of Western Resources for dis-ABLED Independence, and that she, as such _____, being authorized so to do, executed the foregoing Covenant Agreement for the purposes therein contained by signing the name of Western Resources for dis-ABLED Independence by herself as _____.

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

Notary Public, South Dakota

My Commission Expires:
(SEAL)



Proposed Statue Location

36

OMAHA ST

7 ST

6 ST

0 66ft

Copyright (C) City of Rapid City
Parcel boundaries not adjusted to match aerial photography