

MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF RAPID CITY
and
RUSHMORE LIONS CLUB

This agreement is by and between the City of Rapid City, South Dakota, a municipal corporation (hereinafter referred to as City), and the Rushmore Lions Club, (hereinafter referred to as RLC), a non-profit organization in Rapid City, South Dakota.

PREAMBLE

The subject of this agreement is a portion of a larger park area of approximately 10.58 acres known as Rushmore Lions Nature Park. The park was purchased after the flood of 1972 for the purpose of creating open space for flood protection. The larger park area encompasses the area South of Rapid Creek and West of Chapel Lane just West of Canyon Lake Park. It is within the Rapid Creek drainage area.

The City Parks and Recreation Board have approved the use of this area as a public park submitted by the RLC. Among other responsibilities, the RLC will raise money to underwrite costs of development, promotion, and agreed-upon maintenance within this park.

AGREEMENT

The subject of this agreement is a portion of Rapid City/Pennington County land that is located adjacent to Rapid Creek and west of Chapel Lane. The property is legally described as Lots 5 and 6 of Block 1, Lots 3 thru 19 of Block 2, Lots 1A, 1B, 2A, 2B, 3A, 3B, P, P-1, 4-11, 12A, 12B, 13A, 13B, 13C, 14A, 14B, and 15-17 of Block 3 Block 4 and the right of way located within Blocks 2, 3 and 4, all located in Jackson Park Subdivision, Section 8, T1N, R7E, BHM, Rapid City, Pennington County, South Dakota. The combined total acreage for the above mentioned parcels consists of 10.58 acres. This land was purchased after the flood of 1972 for the purpose of creating open space for flood protection. It is within the Rapid Creek drainage area.

Both the City and the RLC agree to the following regarding the approved park plan:

1. The RLC shall construct trails, and park amenities substantially in accordance with the plan approved by the City.
2. The planned park is designed for healthy recreational use. Improvements are intended to create a useful park area, provide for recreational pursuits, healthy alternatives for youth and adults, as well as to clean up the surrounding area.

3. The park shall be open to the public at times prescribed or scheduled by the Rapid City Department of Parks and Recreation.

4. Except for construction initiated and undertaken by the City, the RLC will provide the money, materials, and other resources for construction of plan features. Both parties will agree upon any substantial additions or modifications to the park plan, and additional costs, if any, will be paid by the RLC unless other arrangements are made with the City. Any portion of the project paid for with tax revenue shall comply with applicable bid laws.

5. The RLC accepts responsibility for routine maintenance of access points, structures, trails, and signage constructed by the RLC. Assessment of routine maintenance needs will be a joint responsibility of the parties on an on going basis. Maintenance will be done in a timely fashion. The RLC will keep trails maintained at all time according to the plan of record, control weeds, undesirable plants, and litter. Labor may be voluntary. Emergency situations resulting from vandalism or acts of nature may require immediate attention and intervention by either party.

6. The RLC will pick up and remove trash or other items foreign to the park.

7. The City will be responsible for, and pay for, maintaining areas around the park, as necessary including trees within the park area. The City will be responsible for access from public parking areas and upkeep of the path. The City also will be responsible for upkeep of areas immediately outside the park, and all police and fire protection in the park. Should materials from the park blow or otherwise get moved into the creek areas, path, street, or private property areas the RLC will be responsible to clean up litter.

8. All improvements will be in accordance with City, state, and federal rules and regulations. All improvements will be owned by the City of Rapid City.

9. If the RLC retains a contractor/landscaper to supervise construction of any improvements, the contractor/landscaper shall keep the City informed of progress on construction. All construction shall be considered a City project for purposes of the City's insurance coverage.

10. The RLC agrees to defend, indemnify and save harmless the City from any and all claims, damages, costs, and expenses, including reasonable attorney fees, arising out of or in connection with the conduct by any RLC member or it volunteers. This is and will be a City Recreation facility. As such the City will have full authority for the type of use and opening and/or closing the facility.

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

12. If, at any time, the City deems the park a blight, or not up to City standards for a recreation area, the City will give a 30-day notice to get the park into compliance. If not

corrected within 30 days, the City will have a right to dismantle, take out, or shut down the park.

13. This MOA can be canceled by 30-day written notice of either party.

EFFECTIVE DATE: In witness where, the parties hereto have executed this agreement this _____ day of _____, 2010.

CITY OF RAPID CITY

Rushmore Lions Club

Mayor

President

ATTEST:

Finance Officer

(SEAL)

Revised: