

## **MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF RAPID CITY AND THE RAPID CITY ECONOMIC DEVELOPMENT PARTNERSHIP**

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 **GREATER RAPID CITY AREA ECONOMIC DEVELOPMENT CORPORATION**, a South Dakota non-profit corporation doing business as the **RAPID CITY ECONOMIC DEVELOPMENT PARTNERSHIP**, hereinafter referred to as "RCEDP," of 525 University Loop, Ste 101, Rapid City, SD 57701.

WHEREAS, the mission of the RCEDP is to improve the quality of life and increase personal income levels in Greater Rapid City (Black Hills Region) by fostering a vital business climate which provides quality new jobs, attracts new business, supports existing businesses, and promotes entrepreneurship; and

WHEREAS, the RCEDP has an extremely active, focused program in place working to attract quality primary jobs to Rapid City and the Black Hills. Primary jobs are described as those jobs that bring new wealth into the community. Manufacturing, processing and service exporting are excellent examples of primary job creating industries, and the Partnership focuses its programs on attracting those type of industries; and

WHEREAS, the RCEDP is also committed to helping local companies expand and retain jobs; and

WHEREAS, the RCEDP efforts include marketing strategies; investment missions to specific geographic areas; targeted marketing mailings; joint ventures with the Governor's Office of Economic Development and other Black Hills communities; and

WHEREAS, the RCEDP has established itself as an effective one-stop center for business related information and referral services. It has developed a strong information resource base and prides itself on demonstrating a comprehensive understanding of the various agencies and personalities in the community that can best assist business growth; and

WHEREAS, the RCEDP believes that there is truly no other point of contact in the region that can match the level of information it provides. RCEDP is a trusted, objective source of information regarding demographic statistics, local and nationwide; quality of life information - climate, education, cost of living, transportation, health services, etc.; and business climate information - tax structures, wage comparisons, state-to-state comparisons, labor information, etc.; and

WHEREAS, the City does not have full-time staff dedicated to the City's economic development efforts, but annually provides funds to support the services provided by RCEDP; and

WHEREAS, the parties desire to memorialize their relationship in writing with this Memorandum of Understanding.

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

3. City Payment. The City agrees to pay RCEDP a material 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. RCEDP Services. RCEDP will provide the following services to the City in exchange for the payment provided in 3:

- a. Full-time economic development staffing function for the City;
- b. Ombudsman role with the City in interfacing with the business and development community;
- c. Marketing the City and the Black Hills Region for business attraction and expansion;
- d. Providing a database of all available commercial real estate sites and buildings available for business use in the region;
- e. Attracting investment from private sector partners to better leverage public sector investment in economic development;
- f. Make recommendations to the City's Opportunity Capture Fund Committee on use of grant funds to accelerate capital investment and job creation in the City;
- g. Maintain a low interest revolving loan fund to assist business with expansion and growth within the City; and
- h. Maintain a regional focus for economic development, acknowledging the City's role as an economic anchor within our trade area.

5. City Services. City will provide the following support services to the RCEDP in addition to the payment provided in 3:

- a. Cooperation in marketing and development activities;
- b. Engaging in board meetings;
- c. Participating in hosting company prospects;
- d. Participating in trade missions and/or out of state site visits;
- e. Providing GIS services, maps as needed for use in marketing;
- f. Cooperation from key City department heads, including Public Works, Finance and Community Development directors.

6. Term. The term of this MOU shall begin on the date of execution as written above, 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.

7. Accounting. The RCEDP shall provide a copy of the preceding year's IRS Form 990 to the City, following the end of each fiscal year ending on December 31st.

8. 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 material funds to pay for the services to be provided hereunder, then and in that event RCEDP shall have the option to immediately terminate this MOU, and upon any such termination, neither party shall have any liability to the other arising from the otherwise unexpired term.

9. Relationship between the Parties. This MOU does not create an employment relationship between the City of Rapid City and RCEDP's officers, directors, agents or employees. Nothing contained in this MOU is intended to create a partnership or joint venture between the RCEDP and the City of Rapid City. No agent of RCEDP shall be the agent of the City, and RCEDP covenants that it will not take any action in the name of, or by holding itself out as the agent of, the City of Rapid City.

10. Non-Discrimination. RCEDP 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. RCEDP further agrees to comply with any requirements made to enforce the foregoing which may be required of or by the City

11. Termination. Notwithstanding paragraph 8 hereof, either party may terminate this MOU for any reason by giving the other party thirty days' written notice of such termination. The MOU shall terminate on the thirtieth day after the notice is mailed or hand delivered pursuant to paragraph 12.

12. 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  
Attn: Finance Officer  
300 Sixth Street  
Rapid City, SD 57701

Rapid City Economic Development Partnership  
Attn: President  
525 University Loop, Ste 101  
Rapid City, SD 57701

13. Change of Contacts. RCEDP 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.

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

15. 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.

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

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

18. 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.

19. 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.

20. 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.

21. 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.

*[Signature page follows]*

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CITY OF RAPID CITY**

\_\_\_\_\_  
Mayor

ATTEST

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

(SEAL)

**GREATER RAPID CITY AREA ECONOMIC  
DEVELOPMENT CORPORATION**

By: \_\_\_\_\_

Its: \_\_\_\_\_