

**ADDENDUM #1 TO THE AGREEMENT BETWEEN THE CITY OF RAPID CITY AND THE ALLIANCE OF TRIBAL TOURISM ADVOCATES FOR THE COMPLETION OF THE POWWOW GROUNDS AND NATIVE ARTS MARKET FUNDED IN PART THROUGH THE VISION FUND.**

WHEREAS, the City of Rapid City and the Alliance of Tribal Tourism Advocates (ATTA) entered into an Agreement in December of 2013 in which the City pledged \$810,000 in money from the Vision Fund for construction of a powwow grounds and native art market (the "Project"); and

WHEREAS, ATTA has entered into negotiations with Main Street Square to hold a native art market in the square every Tuesday from June 1<sup>st</sup> through September 1<sup>st</sup> of this year; and

WHEREAS, ATTA and the City believe this event will be a good pilot program to test the viability of a weekly native art market in Rapid City; and

WHEREAS, it is anticipated that the cost of holding the weekly art market at Main Street Square for the summer will be \$25,000; and

WHEREAS, ATTA has secured permission to use funds it has raised for its share of the cost of constructing the Project to pay the cost of holding this event; and

WHEREAS, ATTA has requested that the City increase its share of the construction cost for the Project by an equivalent amount to offset the use of donated funds by ATTA for these events; and

WHEREAS, without the City agreeing to this arrangement, ATTA may not be able to proceed with the weekly event and still meet the minimum funding requirements contained in the existing agreement; and

WHEREAS, the Agreement contained milestones by which ATTA agreed to complete certain tasks; and

WHEREAS, the City Council has previously extended the deadlines by which ATTA must complete certain tasks; and

WHEREAS, ATTA is currently scheduled to come back before the Council on July 6, 2015; and

WHEREAS, in order to better judge the feasibility of this Project, the Council supports ATTA's decision to proceed with the weekly native art events and to delay addressing the Project's financing until the weekly events have concluded in the early fall.

NOW THEREFORE, the City of Rapid City and ATTA hereby agree to amend the current agreement between the parties as follows:

1. Paragraph #1 is amended to increase the City's contribution to construct Phase IA of the Project by up to \$25,000. The amount of the actual increase will be equal to the amount expended by ATTA to fund the weekly native art market during the summer of 2015 up to the maximum amount of \$25,000. ATTA will be required to provide the City's Finance Department sufficient documentation of the amounts actually expended in order to receive the increased contribution from the City. These funds may be allocated out of the City's Vision Fund or any other available funding source identified by the City Council.

2. Paragraph #3 is amended to give ATTA until the second City Council meeting in September to provide the Council with proof of funding and demonstrate its ability to successfully complete the Project.

3. Paragraph #5 is amended to give ATTA until July 31<sup>st</sup> of 2016 to complete the design work, bid the project and enter into a contract for construction for Phase IA of the Project.

4. All other terms and conditions of the original Agreement shall remain unchanged except as specifically modified herein.

Dated this \_\_\_\_ day of December, 2015.

CITY OF RAPID CITY

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Sam Kooiker, Mayor

ATTEST:

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Pauline Sumption, Finance Officer

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ALLIANCE OF TRIBAL TOURISM  
ADVOCATES

\_\_\_\_\_  
Robert Cournoyer, Board Chair

\_\_\_\_\_  
Daphne Richards-Cook, Executive Director

State of South Dakota        )  
  ss.  
County of \_\_\_\_\_        )

On this the \_\_\_\_ day of \_\_\_\_\_, 2015 before me, the undersigned officer personally appeared Robert Cournoyer, who acknowledged himself to be the Chairman of the Alliance of Tribal Tourism Advocates Board, and that as such, being duly authorized to do so, executed the foregoing instrument for the purposes herein contained.

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

\_\_\_\_\_  
Notary Public, \_\_\_\_\_

My Commission Expires:

(SEAL)

State of South Dakota        )  
  ss.  
County of Pennington        )

On this the \_\_\_\_ day of \_\_\_\_\_, 2015 before me, the undersigned officer personally appeared Daphne Richards-Cook, who acknowledged herself to be the Executive Director of the Alliance of Tribal Tourism Advocates, and that as such, being duly authorized to do so, executed the foregoing instrument for the purposes herein contained.

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

\_\_\_\_\_  
Notary Public, \_\_\_\_\_

My Commission Expires:

(SEAL)