

MEMORANDUM OF UNDERSTANDING

A MEMORANDUM OF UNDERSTANDING BETWEEN DICKINSON PARKS AND RECREATION DISTRICT AND THE CITY OF DICKINSON REGARDING SALES TAX DISTRIBUTIONS FOR OPERATIONAL EXPENSES AND CAPITAL IMPROVEMENTS AT THE WEST RIVER COMMUNITY CENTER

WHEREAS, pursuant to sections 54-26 and 54-27 of the City of Dickinson Code of Ordinances, the City of Dickinson has imposed a one and one-half percent sales and use tax in the corporate limits of the Dickinson, North Dakota; and

WHEREAS, pursuant to section 54-33(b) of the City of Dickinson Code of Ordinances, revenues raised and collected from the City of Dickinson's one-half percent sales and use tax, adopted by Ordinance No. 1233, less administrative expenses, are to be dedicated to, among other things, operation, maintenance, and repair expenses relating to the West River Community Center in Dickinson, North Dakota;

WHEREAS, the Dickinson Parks and Recreation District manages the West River Community Center in Dickinson, North Dakota;

WHEREAS, in 2026, the City of Dickinson desires to distribute 42.8% of the revenues raised and collected from the one-half percent sales and use tax, not to exceed a total annual amount of \$1,500,000, to the Dickinson Parks and Recreation District for operational expenses and capital improvements relating to the West River Community Center; and

NOW, THEREFORE, BE IT RESOLVED that the Dickinson Parks and Recreation District and the City of Dickinson agree to the following terms:

1. In 2026, the City of Dickinson shall distribute 42.8% of revenues raised and collected from the one-half percent sales and use tax adopted by Ordinance No. 1233, with a total annual amount not to exceed \$1,500,000, to the Dickinson Parks and Recreation District.
2. Funds referenced in Section 1 shall be distributed quarterly by the City of Dickinson, to the Dickinson Parks and Recreation District, no later than January 31, April 30, July 31, and October 31 of the calendar year.
3. The Dickinson Parks and Recreation District shall continue to manage the West River Community Center and shall use the funds distributed by the City of Dickinson through this MOU for operational expenses and capital improvements relating to the West River Community Center.
4. Time is of the Essence. Time is of the essence of each provision of this MOU.
5. Entire Agreement. This MOU represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

6. Amendment. This MOU may be modified or amended at any time with at least 30 day notice and by written agreement of both parties.
7. Assignment. Neither party may transfer or assign this MOU, nor any rights or obligations under this MOU, without the express written consent of the other party.
8. Severability. Should any provision of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
9. Governing Law. This MOU shall be governed by the laws of North Dakota. The courts of the State of North Dakota shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be located in Stark County, ND.
10. Signatures. The parties to this MOU, through their duly authorized representatives, have executed this MOU, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

Dated this ____ day of _____ 2025.

Scott Karsky, President
Board of Park Commissioners
Dickinson Parks and Recreation District

Scott Decker, President
Board of City Commissioners
City of Dickinson