

**MEMORANDUM OF AGREEMENT
BETWEEN
DEADWOOD HISTORIC PRESERVATION COMMISSION
AND
DEADWOOD VOLUNTEER FIRE DEPARTMENT**

I. PARTIES

This document constitutes an agreement between the **DEADWOOD HISTORIC PRESERVATION COMMISSION**, part of a municipal corporation, with its principal office at 108 Sherman Street, Deadwood, South Dakota 57732 (**DHPC**), and **DEADWOOD VOLUNTEER FIRE DEPARTMENT**, located at 737 Main Street, Deadwood, SD 57732 (**DVFD**).

II. PURPOSE

A. Background

As part of its commitment to preserve, protect and promote the history and cultural resources of the City of Deadwood. DHPC has recognized the importance of the history of the Deadwood Volunteer Fire Department and its role in the preservation of Deadwood which has been designated a National Historic Landmark. DVFD has identified its mission as aligning with the DHPC in the preservation and protection of the resources of the community. The DVFD has also secured one of the early fire engines used in Deadwood and has selflessly worked to restore and utilize the 1947 Dodge Firetruck (VIN: 8255206). The DVFD and DHPC have agreed the best situation is to title the 1947 Dodge Firetruck in both DVFD and DHPC for long-term preservation and insurance benefits, while the care and restoration falls under the responsibility of DVFD.

B. Purpose

DHPC requires assurances that DVFD 's will wholly be responsible for the ongoing maintenance, repairs and continued restoration of the 1947 Dodge Firetruck while DHPC will maintain ownership and insurance on said fire engine.

III. MUTUAL INTEREST OF THE PARTIES

DHPC and DVFD each have a mutual interest in ensuring restoration and preservation of the 1947 Dodge Firetruck.

IV. RESPONSIBILITIES OF THE PARTIES

A. General

1. The Parties agree to jointly participate in ensuring restoration and preservation of the 1947 Dodge Firetruck.

B. DEADWOOD HISTORIC PRESERVATION COMMISSION. DHPC agrees to the following support of this endeavor:

1. DHPC shall have 50% percent ownership of the Vehicle ensuring restoration and preservation of the 1947 Dodge Firetruck.
2. DHPC shall not be responsible for ongoing maintenance, repairs and continued restoration of the 1947 Dodge Firetruck.
3. DHPC shall only be responsible for titling, insuring, and licensing the 1947 Dodge Firetruck.
4. DHPC shall add DVFD as an additional insured if available through our carrier.

C. DEADWOOD VOLUNTEER FIRE DEPARTMENT. DVFD agrees to the following resources in support of this endeavor:

1. DVFD shall be responsible for all ongoing maintenance, repairs and continued restoration of the 1947 Dodge Firetruck (and all costs associated therefor).
2. DVFD shall be responsible for all security and proper storage (and all costs associated therefor) for the 1947 Dodge Firetruck.
3. DVFD shall recognize and provide acknowledgement of the support of the DHPC in any use or display of the 1947 Dodge Firetruck
4. DVFD shall be responsible for all damages caused by any failure in the above and hereby agrees to indemnify and hold harmless DHPC against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from any negligent act or omission of DVFD in the performance and/or failure to perform within this Agreement including the negligent acts or omission of any subcontractor or any direct or indirect employees.
5. DVFD shall have 50% percent ownership of the Vehicle ensuring restoration and preservation of the 1947 Dodge Firetruck.

V. COSTS

Costs shall be born as stated above, under this Agreement. This Agreement contemplates no transfer of funds between the Parties.

VI. PERIOD OF AGREEMENT AND MODIFICATION/TERMINATION

This Agreement will become effective when signed by all parties. The Agreement shall remain in perpetuity but may be amended at any time by mutual agreement of the parties.

Dated this ____ day of July, 2022.

DEADWOOD HISTORIC
PRESERVATION COMMISSION

Beverly Beebe Posey, Chair

ATTEST:

Jessica McKeown
Finance Officer

Dated this ____ of July, 2022.

DEADWOOD VOLUNTEER FIRE
DEPARTMENT

with authority to sign for the DVFD

State of South Dakota)
) SS
County of Lawrence)

On this ____ day of July, 2022, before me, the undersigned officer, personally appeared _____, known to me or satisfactorily proven to be the _____, of the Deadwood Volunteer Fire Department, and that as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

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

(SEAL)

Notary Public
My Commission Expires: _____