

AGREEMENT FOR PROFESSIONAL SERVICES  
FOR THE CITY OF RAPID CITY AND THE RUSHMORE PLAZA CIVIC CENTER  
BY AND BETWEEN  
THE CITY OF RAPID CITY AND THE RAPID CITY AREA CHAMBER OF COMMERCE

This Agreement for Professional Services made this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by and between the **CITY OF RAPID CITY, SOUTH DAKOTA**, on behalf of the City and the Rushmore Plaza Civic Center Board, hereinafter referred to as “City” and “Board”, respectively, and the **RAPID CITY AREA CHAMBER OF COMMERCE**, on behalf of the Rapid City Convention & Visitors Bureau, Rapid City, South Dakota, hereinafter referred to, respectively, as “Chamber” and “Bureau.”

**SECTION ONE  
APPOINTMENT OF BUREAU**

The City hereby appoints Bureau, and the Bureau hereby agrees to serve as the City’s promotion agency in connection with the promotion of the City of Rapid City as a visitor destination for tourism and conventions. The Bureau hereby agrees to the following conditions:

A. The Bureau agrees to implement a comprehensive marketing plan for the City of Rapid City, in conformity with the budget approved for FY2005.

1. The Bureau shall submit a marketing plan and budget prior to July 1, which shall include the Bureau’s goals and objectives for the subsequent calendar year, and for any extension of this Agreement. The Board shall review the marketing plan and budget and make recommendations to the City Council. The marketing plan shall be approved by the City before being implemented.

2. It shall be the responsibility of the Bureau to follow the marketing plan and budget as approved by the City Council. The Bureau shall make all records of receipts

and disbursements available to the City of Rapid City and shall maintain such records for a period of six years.

B. All considerations set out in this Agreement, i.e. marketing plans, monies, etc., are to be used to promote the City of Rapid City as a visitor destination for tourism and conventions and to include the Rushmore Plaza Civic Center in those marketing materials.

## **SECTION TWO PAYMENT**

A. The City hereby agrees to provide an amount equal to twenty-five percent (25%) of the one percent gross receipt tax collected under Section 3.16.040 of Rapid City ordinances, to the Chamber for the services of the Bureau in implementing the above mentioned promotion. In the event revenues collected under Section 3.16.040 are such that twenty-five percent (25%) of said revenues is less than \$762,115, the City will make additional payments so that the total disbursed to the Bureau during calendar year 2005 is not less than \$762,115. However, if revenues collected under Section 3.16.040 are such that twenty-five percent (25%) of said revenues is greater than \$762,115, the Bureau will be entitled to retain the entire twenty-five percent (25%).

B. The City Finance Office will calculate and remit to the Bureau the payment monthly based upon the tax distribution payment by the South Dakota Department of Revenue.

## **SECTION THREE PROGRESS REPORTS**

A. Bureau hereby agrees to advise of the progress of the marketing and promotion program above mentioned not less frequently than quarterly. Bureau's report shall be distributed

in writing to the Mayor and each Council member. A representative of the Bureau shall appear before the Common Council whenever so requested by a majority of the Common Council.

B. The Bureau will provide to the Board all new business booked and the expected number of delegate attendance. Also included will be an update of convention activities of the Bureau, i.e. leads, tentative bookings, follow-ups, etc., and with a general statement relating to measurable growth of convention activities in the City.

C. The Bureau will provide to the City via its progress report information concerning the promotion of the City with a general statement delineating the measurable growth of tourism and promotion of the City of Rapid City.

#### **SECTION FOUR TERMS OF AGREEMENT**

This Agreement shall begin on the 1st day of January, 2005, and terminate on the 31st day of December, 2005. One (1) year options for renewal of this Agreement will be considered by the City on or about the 15th day of September, 2005, and each succeeding year thereafter, so long as the Agreement is in force for the then current year.

#### **SECTION FIVE TERMINATION OF AGREEMENT**

The City reserves the right to terminate this Agreement at any time by sending the Bureau, by certified mail, return receipt requested, a 90-day written notice of said termination; further, this Agreement shall terminate anytime there is not a proper appropriation of money by the City of Rapid City to said Chamber for the purpose of promotion.

#### **SECTION SIX STATE LAW**

This Agreement shall be governed by the laws of the State of South Dakota, and particularly SDCL 9-12-11 and 10-52-8.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

Rapid City Area Chamber of Commerce  
(On behalf of the Rapid City  
Convention Visitors Bureau)

City of Rapid City, South Dakota

\_\_\_\_\_  
President

\_\_\_\_\_  
Jim Shaw, Mayor

ATTEST:

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

(SEAL)

Prepared By: CITY ATTORNEY'S OFFICE