

September 6, 2013

Mayor Sam Kooiker
City of Rapid City
300 Kansas City Street
Rapid City, SD 57701

This agreement is hereby entered into this _____ day of September, 2013 between the City of Rapid City, SD and Roger Brooks International, Inc., a Washington State corporation (herein RBI). The City of Rapid City retains RBI to provide the following services. The services will be performed by Roger Brooks of RBI as follows:

Scope of Services

Roger Brooks will travel to Rapid City to meet with citizens in the community to discuss the impact on local business owners as a result of the Summer Night's Event program, as follows.

October 17 – 18, 2013

Site Visit

Roger Brooks will take a guided tour of St. Joseph Street, site of the Summer Night's Events' program in downtown Rapid City, with the Chief of Police, Steve Allender (and other City officials if necessary). He will also look at and discuss possible alternative sites and options.

Stakeholder Interviews

Roger Brooks will interview up to 12 individuals or groups to be selected and scheduled by the City, upon mutual consent, as follows:

- Downtown businesses (managers, owners) on St. Joseph Street - current site of the Summer Night's Event and downtown businesses along Main Street (or other areas that could be alternative locations)
- Rapid City staff and department heads
- Mayor of Rapid City and Council leadership
- Destination Rapid City
- Rapid City CVB and Chamber of Commerce
- Summer Night's Board
- Informal door-to-door visits in the event district to gauge public opinion of the Summer Night's Events program as time allows

Upon returning to the office Roger Brooks will take all of the information he has received

from the meetings and will formulate recommendations based on his experience and expertise that will address:

- Location including logistics and costs
- Ways for businesses to take advantage of the event
- Ways to mitigate (perceived) loss of business revenues
- Event hours
- Traffic and parking concerns
- Other issues if applicable

Return Visit

Roger Brooks will make a formal presentation to the City Council within 90 days of the initial visit asking them to "adopt" the Recommendations as policy regarding Summer Nights.

Deliverables

Roger Brooks will create a 10-20 page "Rapid City Summer Nights Recommendations Plan" - specific things that could be done to mitigate the event, taking into consideration location, timing, logistics, etc.

Costs

The total cost for the two visits to Rapid City and the Rapid City Summer Nights Recommendations Plan shall be \$24,900.00 Dollars, including travel costs. The invoiced amounts will be due and payable upon receipt of the invoices. A service charge of 1.5% per month will be added to all amounts due after 30 days of the invoice date.

The parties to this agreement are required to perform their respective obligations in full or in part, to the extent that they are reasonably able. Either party may suspend its performance obligations, partially or entirely, without liability or further obligation, to the extent that its performance is affected by events or occurrences beyond its control such as, but not limited to the following:

- Acts of God, such as earthquakes, disasters, or hazardous weather conditions (actual or forecasted) war or specific threat of war (declared or undeclared)
- Acts of domestic or foreign enemies
- Government regulation, or travel advisory,
- A cancellation or reduction in commercial transportation preventing the majority of attendees or the presenter from attending
- Accidents, illness, or other casualties preventing performance of Roger Brooks or other members of the RBI Team
- An event or occurrence creating a significant risk to the participants' or presenter's health or safety, such as a nuclear or biological hazard or the outbreak of disease
- Civil disorder

Each party must take reasonable steps to avoid or remove the effects of the event or occurrence affecting their performance. If a party's performance under this contract is affected by an event or occurrence described above, they must send written notice to the other party within a commercially reasonable time after the circumstance.

Video or audiotapes of RBI's session presentations shall be for internal use only. No copies of any of RBI's presentations may be duplicated, published, or placed on the Internet without written authorization from RBI.

The undersigned agree that the information garnered from this process, the workshops, videos, and materials will only be used for the purpose stated in this contract, and only by the organization that is under this contract.

This Agreement supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this Agreement.

This Letter of Understanding is valid if signed and returned within 15 days of receipt.

Agreed to:

Date: Sept. 17, 2013

Rebecca L. Durkin
Rebecca L. Durkin, Executive Assistant
Roger Brooks International, Inc.

Date: Sept. 17, 2013

Sam Kooiker
Mayor, Sam Kooiker
City of Rapid City