Governor's Million Dollar Challenge
FY2009 Letter of Agreement (draft 01/29/09)
River City Racin'

Requirement 1:

Develop a plan of how the cooperative marketing partner, River City Racin' (partner), plans to facilitate specific marketing projects for FY2009. Each partner must show in their marketing plan how they specifically intend to invest the designated Million Dollar Challenge funds and how it will help the visitor industry in South Dakota reach the 2010 Initiative goal, double visitor spending to $1.2 billion by the year 2010.

Total Challenge Marketing Dollars Available: $224,555

Matching Fund Contribution(s) $112,277.50 South Dakota Office of Tourism

$112,277.50 River City Racin'

Proposed Project Plan: SEE ATTACHED

Project:
Date:
Budget:
Target Markets:

Total Amount of Cooperative Marketing Efforts: $224,555
Tracking Method(s): XXXXX

Proposed Marketing Investments (Costs):
XXXX

*Notes: Funds associated with the Challenge Marketing Dollars cannot be used to participate in existing Office of Tourism programs or other existing cooperative marketing efforts associated with a Regional Tourism Association, Chamber, CVB, DMO, etc. Funds may also not be used for personnel costs.

Requirement 2:

A. Each partner must make an effort to inform the Office of Tourism of their programs throughout the year.

This effort includes:

- River City Racin' will provide notice of all meetings pertaining to this effort to the Office of Tourism and the Tourism Advisory Board Liaison at least five (5) business days in advance of the meeting.
- The Office of Tourism shall receive a copy of the minutes from each pertinent meeting no later than 30 days after the meeting.

- The Office of Tourism shall receive a copy of any reports or publications distributed by the partner associated with this effort.
- The Office of Tourism shall receive a copy of primary contacts of River City Racin' cooperative marketing partners as changes are adopted.

B. All projects using Challenge cooperative funding must have one or more measurement tools specified in the contract to verify each project's success or failure. These measurement number/amounts must be part of the year-end report. The measurement tools will be mutually agreed upon by the Office of Tourism and the partner.

C. Each partner is required to submit a year-end report to the Office of Tourism by June 30, 2009. Tourism will provide the year-end report format by May 1, 2009, to the partner.

D. All projects using contract funding must recognize the South Dakota Office of Tourism's partnership through inclusion of the "Great Faces. Great Places." logo and/or the text, "Funding for this XXX is provided in part by the South Dakota Office of Tourism.," unless otherwise specified in the written communication from the Office of Tourism. The South Dakota logo must be sized equally to the partner's logo on the same page and the text detailing the effort may not be smaller than an 8-point font size. If the partner's logo does not appear on the promotional material, the inclusion of the text referring to the South Dakota Office of Tourism's investment, rather than the full Great Faces. Great Places., logo is sufficient. This requirement may be revised for each specific publication, advertisement, or project depending upon the size of the final piece.

Requirement 3:

The State will make payment for agreed upon marketing efforts stated in this letter upon satisfactory completion of the services and receipt of a corresponding invoice. The Total contribution amount is an amount not to exceed **$112,277.50.**

A. The partner agrees to adhere to the terms of this agreement. Failure to comply with the agreed upon terms will result in the following:
   - The Office of Tourism will contact the partner on an as-needed basis to communicate any issues that are of concern.
   - The Office of Tourism will send a written notice of failure to comply with the letter of agreement if concerns are not remedied within the next quarter.
   - If the partner fails to remedy the concerns addressed in the written notification, the department has the right to decline payment of Challenge dollars.

B. Amendments to the letter of agreement may be made throughout the year with the written consent of the Office of Tourism.

C. This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the partner breaches any of the terms or conditions hereof, this Agreement may be terminated by the Office of Tourism at any time, with or without notice. If termination for such a default is effected by the Office of Tourism, any payments due to the partner at the time of termination may be adjusted to cover any additional costs to the Office of Tourism because of partner's default.

D. This letter of agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the Office of Tourism. Termination for any of these reasons is not a default by the Office of Tourism nor does it give rise to a claim against the Office of Tourism

In Witness Whereof, the parties signify their agreement effective the date above first written by the signatures affixed below.

STATE:

BY: _____
Richard Benda, Secretary
Tourism & State Development

DATE: 4-23-09

CHALLENGE PARTNER:

BY: _____
Tom Davis, Chairman
River City Racin'

DATE: 3/25/09