

CITY OF MARSHALL

RED BARON ARENA & EXPO AND AMATEUR SPORTS COMPLEX SERVICE

AGREEMENT WITH MARSHALL VISITORS AND CONVENTION BUREAU

THIS AGREEMENT, made and entered into this 1st day of January 2026 by and between the Marshall Visitors and Convention Bureau, whose address is 1651 Victory Drive, Marshall, MN 56258 (hereinafter referenced as CVB), and the City of Marshall, Marshall, MN 56258, (hereinafter referenced as CITY) as follows:

WHEREAS, the parties desire to enter into a service agreement for the purpose of marketing, promoting, sponsor relations and scheduling the City of Marshall owned facilities of the Red Baron Arena & Expo and Amateur Sports Complex in accordance with the City Code of Ordinances Chapter 70 Taxation Article IV Food and Beverage Tax; and

WHEREAS, the private-public partnership outlined in this agreement will create operational efficiencies, maximize limited financial resources, and create a more coordinated community effort to increase users of the Red Baron Arena & Expo and Amateur Sports Complex; and

WHEREAS, the parties desire to foster relationships which allow contribution of their individual skills toward the common goal, and promote the individual strengths and unique characteristics of each entity to best provide a full service experience for the City's visitors and users; and

WHEREAS, CVB will serve as a facilitator, and will provide the services pursuant to terms and conditions as set forth herein; and

NOW, THEREFORE, in consideration of the mutual agreements as set forth herein, the parties hereto agree as follows:

- 1) CVB Scope of Services Subject to the terms and conditions of this agreement, CVB agrees to provide administrative services to market, promote and schedule the City of Marshall's Red Baron Arena & Expo and Amateur Sports Complex including, but not limited to:
 - a. CVB will assist in the development of an annual budget, updated as needed with input and approval from the Parks and Recreation Superintendent, City Administrator, and City Council.
 - b. CVB will assist in the development of a marketing plan, updated as needed with input and approval from the Parks and Recreation Superintendent and City Administrator. The plan will identify the marketing and promotions of these facilities. The plan shall include clearly articulated vision, goals, objectives, and tasks as well as ongoing performance measures.
 - c. CVB will assist in the development of all related user fees and sponsorships.
 - d. CVB will provide staff to compose letters, memorandum, and other business correspondence, coordinate meeting agendas, and participate in presentation of information at meetings.

- e. CVB will provide staff to maintain the Red Baron Arena & Expo's website and social media and agree to comply with City social media and technology policies.
- f. CVB will assist in maintaining facility schedules and related contracts for users at the Red Baron Arena & Expo.
- g. CVB will provide an annual presentation (written and/or oral) of outcomes/status updates to the City Council.
- h. City of Marshall will have final approval on large bookings as they have the ability to negatively impact the budget.

2) Event Roles: The parties agree to the following division of roles related to events:

ROLES	RESPONSIBLE PARTY	DESCRIPTION
Recruiting/Event sourcing	CVB	Develop and maintain solid relationships with organizations/exhibitors.
Online Scheduling/school calendar	CVB	Confirm/deny date and time. Add to calendar. *City meetings/events are booked through City staff
Concession/Studio 1 Communications	CVB	Identify which dates need coverage for events.
Event Contracts/Documents	CVB	CVB originates the schedule, sends out the contract and secures the signed contracts.
Advertising and Marketing	CVB	Create plan to market and communicate the event. Update website and social media outlets. Implement traditional and digital marketing campaigns.
Event Planning Meeting	CVB Rep/Event Manager --Develop Agenda City Rep Maintenance Sound Technician	Detailed description of event needs. Coordinate logistics (food, location, participants, supplies needed, etc.).
Set-up	City Maintenance Crew	Coordinate event needs (set-up chairs/tables/etc.).
Event Manager	CVB	Attends event.
Tear Down	City Maintenance Crew	Clean up.
Post-event Meeting	CVB Rep/Event Manager --Develop Agenda City Rep Maintenance Sound Technician	Review the successes and challenges of the event and determine areas needing improvement.
Billing/Collection	City	Send invoices for event and collect payment.

Manage Sponsorship agreements/ add additional revenue dashers/bb/sb complex/outfield signage		CVB	Create and market sponsorship programs.
Tracking of reservations on a shared platform outside of Finnly to be updated in a timely manner by all parties		CVB / Studio 1 / City Staff	Utilize external spreadsheet or platform that all parties have access to fully list all events and due dates.

3) Governance

- a. The CVB is established pursuant to Chapter 70, Section 70-22 of Marshall City Code and must comply with Article 70-II and all other applicable City Code provisions and state laws.

4) Staff

- a. The staffing and management of the CVB is the responsibility of the CVB Board of Directors, who will assume full responsibility for employment, discharge and day-to-day management of the CVB.
- b. The CVB represents that it is skilled in the matters addressed in the Scope of Services and is performing independent functions and responsibilities within its field of expertise. The CVB and its personnel are independent contractors and not employees of the City. As an independent contractor, the CVB is responsible for its own management. As an independent contractor, the CVB is responsible for its own management including but not limited to: income tax withholding, workers' compensation, unemployment compensation, FICA taxes, liability for torts, PFML, ESST and eligibility for employee benefits. The City's administration and enforcement of this Agreement shall not be deemed an exercise of managerial control over the CVB or its personnel.
- c. Worker's Compensation Insurance. Throughout the Term, CVB and the City shall each maintain Worker's Compensation Coverage to the extent required by law.

5) CVB/CITY Collaboration

- a. Reports and Information: In addition to Marshall Ordinance Article II Section 70-22, , the CVB shall furnish periodic reports and documents on matters covered by this Agreement when requested by the City. The reports and documents shall be furnished in the time and form requested. Such reports and documents shall include: list of special events sponsored by the CVB with the amount of revenue expended on each festival, special event or tourism-related facility; the estimated number of tourists and/or persons

traveling over fifty miles to the destination, and the estimated number of lodging stays generated per festival or tourism-related event.

- b. Collaboration with the Parks & Recreation Superintendent and CVB Director is essential
- c. Staff Needs. CVB agrees, upon request, to provide other staff or consultants as determined necessary to provide services as outlined herein. If provision of additional staff would result in CVB exceeding its budget, CVB and City agree to meet and confer on staffing needs.
- d. Regular Meetings. CVB will facilitate regular quarterly meetings with City staff to discuss business projects, share information on pending projects, develop appropriate responses and provide updates.
- e. Regional Presence. CVB staff is expected to participate in regional and state organizations and efforts related to activities of this contract.

6) Payment and Terms.

- a. Payment. Monthly payments for services in the amount of \$7,000 shall be paid by the 1st of the month for that service month, on a monthly basis by the City of Marshall. These payments will cover all costs associated with providing all related costs. All payments shall be made to Marshall Convention & Visitors Bureau, 1651 Victory Drive, Marshall, MN 56258.
- b. Term. The Agreement shall become effective January 1, 2026 and continue until December 31, 2026. ("Term"). For the convenience of City, CVB may hold over this service agreement subsequent to the expiration of the Term until this Agreement is modified or superseded by a new agreement approved by City and CVB. During any holdover period, any such holding over shall also be subject to all other terms of this Agreement. Nothing in this Agreement prevents, limits, or otherwise interferes with the right of the City to terminate the services of CVB at any time pursuant to this Agreement.

7) Indemnity and Duty to Defend.

Each party shall be responsible for its own acts and omissions and the results thereof to the extent authorized by law. CVB agrees to defend, indemnify and hold the City, its officers, employees, and agents harmless from any and all liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from the negligent acts or omissions of CVB or of its agents or contractors related to the performance of this Agreement. The City agrees to defend, indemnify and hold CVB, its officers, employees, and agents harmless from any and all liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from the negligent acts or omissions of the City or of its agents or contractors related to the performance of this Agreement. The party seeking to be indemnified and defended shall provide timely notice to the other party when the claim is brought. The indemnifying party shall retain all rights and

defenses available to the indemnified party. Nothing in this Agreement constitutes a waiver of any limits on liability, immunities, or exemptions from liability available to either party under Minnesota Statutes, chapter 466 or other law.

- 8) General Provisions This Agreement shall be governed by the substantive laws of the State of Minnesota without regard to conflict of law principles. The Agreement constitutes the entire understanding and agreement between the parties hereto and their affiliates with respect to its subject matter and supersedes all prior or contemporaneous agreements, representations, warranties and understandings of such parties (whether oral or written). No promise, inducement, representation or agreement, other than as expressly set forth herein, has been made to or by the parties hereto. This letter may be amended only by written agreement, signed by the parties to be bound by the amendment. Evidence shall be inadmissible to show agreement by and between such parties to any term or condition contrary to or in addition to the terms and conditions contained in this letter. This letter shall be construed according to its fair meaning and not strictly for or against either party.
- 9) Termination Provision The Agreement shall become effective January 1st 2026 and continue until December 31st, 2026. Both parties hereto reserve the right to terminate or amend the terms of this Agreement by providing thirty (30) days written notice to the other party. Written notice of termination shall be provided to the parties at the following addresses:

Marshall Convention and Visitors Bureau
1651 Victory Drive
Marshall, MN 56258

Office of the City Administrator
344 West Main Street
Marshall, MN 56258

Upon termination of this Agreement, all electronic and hard files and their content shall be provided to the City of Marshall at no cost.

- 10) Notice. Any written notices, including written notice of termination, shall be provided to the parties at the following addresses:

Marshall Convention and Visitors Bureau
1651 Victory Drive
Marshall, MN 56258

Office of the City Administrator
344 West Main Street
Marshall, MN 56258

- 11) Audit. This Agreement is subject to the requirements of Minnesota Statutes, section 16C.05, subd. 5. CVB agrees that the City or any authorized representatives of the City may have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, or other materials during normal business hours and as often as deemed necessary for purposes of auditing revenue and expenditures. CVB agrees to maintain these materials, records, and documents for six years from the date of termination of this Agreement.
- 12) Compliance with Laws. CVB shall exercise due professional care to comply with applicable federal, state, and local laws, rules, ordinances, and regulations.
- 13) Conflict of Interest. In the event of a conflict of interest, the CVB shall advise the City and either secure a waiver of the conflict or advise the City that it will be unable to provide requested marketing and promotion services.
- 14) Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and both parties waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.
- 15) Data Practices Act Compliance. Any and all data provided to the CVB, received from the CVB, created, collected, received, stored, used, maintained, or disseminated by CVB pursuant to this Agreement shall be administered in accordance with, and is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and specifically Section 13.495. This paragraph does not create a duty on the part of the CVB to provide access to public data to the public if the public data are available from the City.
- 16) Waiver. Any waiver by any party of a breach of any provisions of this Agreement shall not affect in any respect the validity of the remainder of this Agreement.
- 17) Survivability. All covenants, indemnities, guarantees, releases, representations, and warranties of either party or the parties and any undischarged obligations of the parties arising prior to the expiration or termination of this Agreement, shall survive such expiration or termination.
- 18) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.
- 19) Counterparts. This Agreement may be executed simultaneously in any number of counterparts, all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have hereinto executed this Agreement the date and year first above written.

City of Marshall, Minnesota

By: Robert J. Byrnes
Its: Mayor

City of Marshall, Minnesota

By: Steven Anderson
Its: City Clerk

Marshall Convention and Visitors Bureau



By: Keith Petermeyer
Its: Board Chair



By: Cassi Weiss
Its: Executive Director