

CITY OF MARSHALL

SCHWAN REGIONAL AMATEUR SPORTS CENTER SERVICE AGREEMENT WITH MARSHALL VISITORS AND CONVENTION BUREAU

THIS AGREEMENT, made and entered into this 1st day of January 2023 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 Schwan Regional Amateur Sports Center 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 Schwan Regional Amateur Sports Center; and

WHEREAS, we must foster relationships which allow contribution of our 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 our 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 Schwan Regional Amateur Sports Center 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 Southwest Minnesota Regional Amateur Sports Commission and City Council.
 - b. CVB will assist in the development of a marketing plan, updated as needed with input and approval from the Southwest Minnesota Regional Amateur Sports Commission. 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 with the Southwest Minnesota Regional Amateur Sports Commission.
 - d. The CVB shall directly involve the Southwest Minnesota Regional Amateur Sports Commission in planning and pursuit of strategic alliances, partnerships, and agreements as it may relate to this Agreement and future amendments.

- e. CVB will maintain copies of closed or pending project files or some mechanism that enables the Southwest Minnesota Regional Amateur Sports Commission, as requested, the ongoing services provided.
- f. CVB will provide staff to compose letters, memorandum, and other business correspondence, assist with the management of Southwest Minnesota Regional Amateur Sports Commission related files and projects, coordinate meeting agendas, and participate in presentation of information at meetings.
- g. CVB will provide staff to maintain the Southwest Minnesota Regional Amateur Sports Center's website and social media.
- h. CVB will assist in maintaining facility schedules and related contracts for users at the Southwest Minnesota Regional Amateur Sports Center.
- i. CVB will provide an annual presentation (written and/or oral) of outcomes/status updates to the City Council.

2) Event Roles:

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 program
Tracking of reservations on a shared platform outside of rSchool 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 Director or their designee shall coordinate with designated City officials in preparation of agendas and be responsible for presentations at the Southwest Minnesota Regional Amateur Sports Commission meetings.

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. The City's administration and enforcement of this Agreement shall not be deemed an exercise of managerial control over the CVB or its personnel.

- 5) Reports and Information: In addition to Marshall Ordinance Article II Section 70-22, when requested by the City, the CVB shall furnish periodic reports and documents on matters covered by this Agreement. 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.

- a. Collaboration with the Director of Marshall Community Services, Executive Committee of the Southwest Minnesota Amateur Sports Commission and CVB Director is essential.

- b. CVB will provide other staff or consultants as determined necessary to provide services as outlined herein within given budget.
 - c. CVB will facilitate regular meetings with City staff to discuss business projects, share information on pending projects, develop appropriate responses and provide updates.
 - d. CVB staff is expected to participate in regional and State organizations and efforts related to activities of the Southwest Minnesota Regional Amateur Sports Commission.
- 6) Payment and Terms 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, 118 West College Drive, Marshall, MN 56258.

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 July 1, 2021 and continue until December 31st, 2021. 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
118 West College 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.

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: Karla Drown
Its: Finance Director

Marshall Convention and Visitors Bureau

By: Kelly Loft
Its: Board Chair

By: Cassi Weiss
Its: Executive Director