

**AGREEMENT FOR TOURISM AND PROMOTIONAL SERVICES WITH THE  
MARSHALLTOWN AREA CHAMBER OF COMMERCE**

WHEREAS, the City of Marshalltown (hereinafter referred to as “City”) desires to enter into a contract to provide tourism and promotional services which effectively promote and develop the visitor experience to Marshalltown as well as services that encourage residents to attend and support community events; and

WHEREAS, the Marshalltown Area Chamber of Commerce (hereinafter referred to as “Chamber”) is capable of providing the services desired;

NOW THEREFORE BE IT RESOLVED, the parties agree to the following:

**1. Scope of Work**

The following scope of services are necessary and appropriate to promote and develop the visitor experience to Marshalltown:

- a. Community Calendar and Electronic Message Board  
The Chamber will provide a Community Calendar in an online and mobile format and serve as the entity collecting and managing event data. The Chamber will also continue to maintain and operate the electronic message board.
- b. Marketing plan/campaign which enhances Marshalltown’s public image  
The Chamber will coordinate a regional marketing campaign that focuses on the assets of the community as a whole. This should involve multiple forms of media, including television and social media. The Chamber will present a plan to the City Council and will report to the Council on any items that could be considered cost-prohibitive with the funding specified in item 2 below.
- c. Hospitality materials  
The Chamber will create and distribute materials that provide information for visitors to the community.
- d. Convention and meeting services  
The Chamber will work with local and out-of-town groups to provide information about the facilities available to host conventions and meetings and Marshalltown and coordinate with events occurring to ensure a positive visitor experience.
- e. Community event planning/coordination  
The Chamber will work with community groups and with organizations outside of the community to assist the with coordination and planning of events that serve the broader community and benefit Marshalltown through increased visitors, hotel room stays, and general economic contributions to the community.

## **2. Fee for Scope of Work**

For the services detailed above, the City of Marshalltown shall dedicate 67% of all hotel/motel tax received. The payments shall be made quarterly in the month following the City's receipt of the hotel/motel tax dollars from the Iowa Department of Revenue.

## **3. Reporting**

The Chamber shall provide an annual report to the City Council no later than December 31 on its previous year's activities. The report should include:

1. A summary and analysis of the specific steps taken to perform the tasks in this contract;
2. Performance Measures. The Chamber and the City shall work together to develop performance measures which include data that measures the Chamber's success towards the scope of work. The City will assist in providing this data to the Chamber.
3. A report on the variety of specific promotion activities executed for the purpose of attracting visitors to Marshalltown. Include samples of advertising, which include family, quality of life and educational opportunities. The report should include a description of the specific promotion activities targeted at attracting visitors to Marshalltown during the fall, winter and spring. Include samples of advertising, which include family, quality of life and educational opportunities.
4. A report and analysis of the viability of new festivals and events for supporting additional tourism, including efforts the Chamber made to coordinate with other community groups on existing events.
5. A summary report of outreach efforts made by the Chamber to other organizations, businesses, and people to support the work of this contract.

## **4. Duration of Agreement**

This agreement shall be for a one-year period beginning July 1, 2021 and end on June 30, 2022.

## **5. Amendment and Termination**

Agreement may be terminated by either party by giving written notice only upon a finding of gross mismanagement or misappropriation of funds. In the event the hotel/motel tax is terminated by vote of the residents of the City of Marshalltown, Iowa, or by action of the Iowa Legislature, this agreement shall terminate ninety (90) days after receipt of the last tax revenues, or sooner if State law so provides.

## **6. Assignability**

The Chamber shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement without prior written approval of the City.

## **7. Hold Harmless**

By execution of this Agreement, the Chamber agrees to indemnify and hold harmless the City from any liability whatsoever arising under the terms of this Agreement and shall defend the City from any such claims, including payment of attorney fees and related costs.

**8. Insurance**

The Chamber shall maintain all necessary insurance coverage for Workers' Compensation, liability, errors and omissions and any other coverages necessary to provide the Scope of Work.

Approved and signed this \_\_\_\_ day of \_\_\_\_\_, 2021.

MARSHALLTOWN AREA CHAMBER OF  
COMMERCE

CITY OF MARSHALLTOWN, IOWA

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Jill Lutes  
Board Chair

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Joel T.S. Greer  
Mayor

ATTEST:

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Alicia Hunter  
City Clerk