



MARINETTE COUNTY TOURISM ALLIANCE COMMITTEE
COMMITTEE MEETING
THURSDAY, JULY 8, 2010 – 6:00 P.M.
BADGER PARK – NORTH EMERY AVENUE - PESHTIGO

Agenda

1. Call to order
2. Approve/amend agenda
3. Approve/amend minutes of June 10, 2010
4. Public comment. No action required. (Speakers limited to 5 minutes)
5. Current news and event correspondence received. Information only.
6. Discuss/consider Tourism Alliance Committee reports.
 - Research
 - Marketing
 - Finance
 - Review and approve payment of current invoices. Action, if any.
 - Review of the status of the 2011 budget worksheets. Information only.
 - Marinette County Tourism Director Report
7. Update on the improvements to the State/County Parks. Information only.
8. Discuss/consider the current Tourism Support Agreement and provide suggestions for changes. Action if any. (Attachment A)
9. Review the year-to-date budget. Information only.
10. Review the 2010 Marketing Plan quarterly adjustments. Information only.
11. Discuss/consider implementing the Marketing Committee recommendation of April 22, 2010 to continue accepting out of county ads for the county guide. Action, if any.
12. Discuss/consider accepting the 2011 proposed budget appropriations. Action, if any.
13. Discuss/consider distributing the county visitor guide at the 10 Wisconsin Welcome Centers for a total annual disbursement fee of \$500 based on the Tourism Alliance budget. Action if any.
14. Discuss/consider Tourism Alliance Committee staffing for the 2010 Marinette County Fair. Action, if any.
15. Future agenda items
16. Next meeting date, time and place
17. Adjourn meeting

Note: Agenda items may not be considered and acted upon in the order listed.

Committee Members Receiving Agenda:

Jon Kukuk (Chair)
Nick Lakari (Vice Chair)
Shirley Kaufman (County ED & T Committee)
Peggy Hansen (CCBA)
Becky DeWitt (City of Marinette)
John Guarisco (CRA)
Jim Brien (Wausaukee EDC)
Amy Shaffer (CBA)
Renee Kresl (Peshtigo CC)
Leon Popp (Iron Snow Shoe, Inc.)
Shirley Prudhomme (Member at large)
Peggy Landwer (Member At Large)
Richard Matty, Sr. (Member At Large)
Joetta Bartolac (City of Niagara)
Loretta Millette (Goodman/Dunbar)

Copies Also Being Sent To:

Steve Corbeille, County Administrator
Paul Putman, UWEX Educator
Erik Aleson, Asst. Parks Administrator
Mary Johns, Chamber Exec. Director
Jamie Darge, Tourism Director
Karen Widmar
County Clerk
Media
Posting
Maggie Kailhofer, Gov. Thompson
John Deschane, Ex Officio (Crivitz Village President)
Don Clewley, Ex Officio (MCABI Executive Director)

IF YOU ARE AN INDIVIDUAL WITH A DISABILITY AND NEED A SPECIAL ACCOMMODATION WHILE ATTENDING THIS MEETING AS REQUIRED BY THE AMERICAN WITH DISABILITIES ACT, PLEASE NOTIFY COUNTY CLERK KATHY BRANDT, MARINETTE COUNTY COURTHOUSE (715-732-7406) AT LEAST 24 HOURS PRIOR TO THE MEETING IN ORDER TO MAKE SUITABLE ARRANGEMENTS. THANK YOU. (TDD# 715-732-7760)

TOURISM SUPPORT AGREEMENT

THIS AGREEMENT is made this ___ day of _____, ~~2008-2010~~ by and between Marinette County d.b.a. Marinette County Tourism Alliance Committee (MCTAC) and Marinette-Menominee Area Chamber of Commerce (Chamber) for the purpose of promoting tourism in Marinette County, WI.

1.0 SCOPE OF SERVICES

The CHAMBER agrees to provide services to promote, administer and effectuate tourism in Marinette County.

2.0 CHAMBER RESPONSIBILITIES

1. Monitor and provide support for the annual tourism budget
2. Prepare agendas and meeting minutes for all MCTAC and sub-committee meetings
3. Attend MCTAC meetings including sub-committees
4. Establish a tourism-marketing plan with MCTAC
5. Design and place tourism ads based upon marketing committee recommendation
- 5a. Solicitation, billing and collection of Co-op advertising
6. Distribute and/or respond to mail
7. Provide written summary reports to MCTAC upon request
8. Maintain countywide calendar of events
9. Respond to inquiries related to public snowmobile, cross county, ATV, hiking, or other recreational trails, including but not limited to current trail conditions
10. Respond to all tourism inquiries in a timely fashion
11. Prepare news releases when appropriate
12. Maintain county tourism Websites - www.marinettecounty.com and www.therealnorth.com.
13. Hire personnel, including but not limited to a Tourism Director and provide office space, computers and all tools necessary to carryout the duties under this agreement.
14. Prepare tourism-related grant applications on behalf of Marinette County, as deemed appropriate by MCTAC and the Chamber.
15. Work with other city, village, town, county and state agencies to promote tourism within Marinette County
16. Facilitate the development of an annual tourism plan of action
17. Create, publish and distribute the ~~quarterly~~ tourism newsletter ~~within the established newsletter annual budget at the direction and expense of MCTAC~~
18. Research funding sources for county tourism activities
19. Establish tourism partnerships
20. Track tourism inquiry data
21. Attend tourism shows designated by MCTAC and assess value of attendance
22. Promote tourism inside the county by speaking before various civic and government groups
23. Provide county tourism "800" ~~number utilizing current technology number~~ at Chamber expense
24. Store and maintain tourism literature in sufficient supply to satisfy short-term demand
25. Store tourism non-financial records, except for bulk stored tourism guides
26. Establish a schedule of regular office hours at mutually agreeable times and locations within Marinette County
27. Design and publish county tourism guide as set forth in Exhibit A, attached and incorporated by reference.
28. See Exhibit A.
29. The Chamber will reimburse the tourism director for mileage, out-of-county meals while traveling and for expenses related to MCTAC-approved travel or trade shows and other events requiring out-of-town stays.
30. Provide funding for Tourism Director to attend the Annual Governor's Conference on Tourism

3.0 COUNTY RESPONSIBILITIES

1. MCTAC will designate target areas for tourism promotion.

2. MCTAC will develop a marketing strategy.
3. MCTAC will develop an annual budget to fund marketing strategies.
4. MCTAC will review marketing proposals submitted by Chamber.
5. Marinette County Finance Department will pay all invoices and provide financial information for preparation of MCTAC reports upon request

6. Provide bulk storage space for tourism guides.
7. MCTAC will provide annual feedback to Chamber relating to performance appraisal of Tourism Director
8. Provide current budget information to Chamber upon request.
9. ~~The county will reimburse the tourism director for mileage, out-of-county meals while traveling and for expenses related to MCTAC approved travel or trade shows and other events requiring out-of-town stays.~~

4.0 MUTUAL RESPONSIBILITY

MCTAC will appoint two MCTAC members to participate in selection of the Tourism Director and Chamber agrees to give proportionate weight to those members' opinions during the hiring process.

5.0 TERM AND TERMINATION

The period covered by this agreement is from January 1, ~~2008-2011~~ through December 31, ~~2010~~2013. Either party may terminate this agreement by providing the other party with 60-day written notice. Both parties agree to commence negotiations or communicate their intent of non-renewal for the subsequent year's contract by September 1, ~~2010~~2013.

6.0 INSURANCE AND HOLD HARMLESS

The CHAMBER shall carry liability insurance against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from arising out of performance of the agreement unless such claims are a result of the COUNTY'S own sole negligence.

CHAMBER shall provide proof satisfactory to the COUNTY that it has in effect at least the following insurance coverages. The COUNTY does not represent that these amounts are sufficient and Chamber should exercise judgment about the adequacy of insurance coverages. CHAMBER'S insurance shall be primary, and to the extent COUNTY insurance may be involved, it shall be secondary.

WORKERS COMPENSATION: CHAMBER shall provide statutory workers compensation coverage for its employees who shall not be considered employees of the COUNTY in any way.

AUTO LIABILITY: Minimum limit of \$300,000 per occurrence to cover bodily injury and property damage arising out of ownership, maintenance, or use of any motor vehicle, including owned, non-owned and hired. CHAMBER may provide COUNTY with proof of individual employee auto liability coverage.

GENERAL LIABILITY: Minimum limit of \$1,000,000 per occurrence. This shall be broad form coverage. Insurance may be provided in the form of a base policy together with umbrella or excess policy. If this is done, the excess or umbrella policy shall not be more restrictive than the underlying policy.

7.0 PAYMENT

The CHAMBER will invoice the COUNTY for ~~\$1,417,416~~ \$4,417,416 (~~Four thousand one hundred sixty~~One thousand four hundred seventeen) per month commencing January 1, ~~2008~~2011. ~~The monthly payment shall increase to \$3,750 (Three thousand seven hundred and fifty) per month upon the Chamber hiring a Tourism Director.~~ The Chamber shall invoice for the monthly payment by no later than the first Thursday of the month. The COUNTY will pay said invoice within 30 days of receipt.

8.0 ASSIGNMENT SUBCONTRACTS

This agreement or any right or duty in whole or in part by the CHAMBER under this agreement may not be assigned, delegated or subcontracted to outside associates or consultants without the written consent of the

COUNTY. The CHAMBER shall make requests to the COUNTY in writing along with copies of proposed subcontracts or agreements relating to outside associates or consultants required in connection with the services covered by this agreement. The COUNTY shall review the information submitted and respond to the request in writing.

9.0 COUNTY/CHAMBER CONTACTS

All communications regarding this agreement will be made through the designated COUNTY/CHAMBER contacts. The designated contacts are:

COUNTY - Steve Corbeille

Administrator

1926 Hall Avenue

Marinette, WI 54143-1717

Phone (715) 732-7527

CHAMBER - Mary Johns

Chief Executive Officer

Marinette/Menominee Area Chamber of Commerce

601 Marinette Ave.

Marinette, WI 54143

(715) 735-6681

10.0 ENTIRE AGREEMENT

This agreement shall constitute the entire agreement and previous communications or agreements pertaining to this contract are hereby superseded. Any agreement revisions shall be made by a written amendment to this agreement, signed by both parties prior to the ending date of this agreement.

11.0 CONTRACTUAL RELATIONSHIP

Both parties agree that the relationship between the parties shall be that of an Independent Contractor and shall not be construed to be an Employer-Employee relationship; specifically the parties agree that:

- a) The Chamber is the employer of any person providing services under this agreement.
- b) The Chamber will be responsible to pay all Federal, State and Social Security taxes on any income received under this Agreement.
- c) No fringe benefits or other compensation not specifically stated in this contract shall be paid to Chamber.

12.0 LAWS GOVERNING

The laws of the State of Wisconsin shall govern this agreement.

The undersigned, as representative of the COUNTY and as representative of the CHAMBER, hereto agree to this agreement as of the day and year first written above.

COUNTY

Date By _____

Kathy Brandt

County Clerk

CHAMBER

Date By _____

Mary Johns, CEO

Marinette-Menominee Area Chamber of Commerce.

EXHIBIT A

The CHAMBER agrees to provide the services below and act as a representative of the Marinette County Tourism Alliance Committee (MCTAC) while producing the official Marinette County Tourism Guide.

1. Preparation and publication of the tourism guide are included as a responsibility of Chamber.
 - Chamber is allowed to retain 30% of the annual net profit from the tourism guide to be used for enhancing the Tourism Director's salary and benefits.
 - All remaining excess guide funds shall be tracked by the Chamber and reported to MCTAC on a monthly basis.

Excess guide funds generated Profits earned in producing the tourism guide will be reinvested in promoting tourism within the county of Marinette at the mutual agreement of both parties.
2. Research and prepare budget for tourism guide creation by agreed upon date using Exhibit "B" format
3. Prepare schedule for completion of guide
4. Solicit advertisers and/or advertisements for guide including tracking of solicitation expenses
5. Secure photographs, maps, charts or artwork for guide
6. Design layout of guide
7. Coordinate with cities, towns and villages within county as to desires of their area
8. Coordinate input of county tourism related organization's desires
9. Finalize layout and present tourism guide to MCTAC for approval prior to publication, which typically occurs in January, but may occur later in 2009.
10. Proof read final layout
11. Solicit bids for printing a minimum of 50,000 guides
12. Arrange and pay for distribution of guide including but not limited to mileage, postage, etc
13. Meet regularly with the MCTAC marketing committee during preparation of tourism guide
14. Final report in full disclosure of revenues and expenditures by agreed upon date

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