



MINUTES

Tourism Alliance Committee

Wednesday, May 21, 2008
Best Western Meeting Room
Crivitz, WI

MEMBERS PRESENT: Jon Kukuk, Shirley Prudhomme, Rene Kresl, Dave Schultz, Don Novak, Peggy Hansen, Ken Casper and Nicholas Lakari

MEMBERS ABSENT: Jim Orłowski and Linda Swick

MEMBERS EXCUSED: Mary Johns

OTHERS PRESENT: John Deschane, Barb Verdegan and Steve Corbeille

1. Call to Order

Chairperson Jon Kukuk called the meeting to order at 6:00 p.m.

2. Approve/Amend Agenda

Motion (Prudhomme/Kresl) to approve agenda as presented. Motion Carried. No Negative Vote.

3. Public Comment

None

4. Contract with Marinette/Menominee Chamber for Director Duties

Motion (Novak/Schultz) to approve the contract as presented. Motion carried, No Negative Vote. Attachment A

5. Adjourn

Motion (Casper/Prudhomme) to adjourn at 6:12 p.m. Motion carried, No Negative Vote.

Steve Corbeille

Date approved/corrected:

Attachment A TOURISM SUPPORT AGREEMENT

THIS AGREEMENT is made this ___ day of _____, 2008 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
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
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 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.

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 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 through December 31, 2010. 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.

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 (One thousand four hundred seventeen) per month commencing January 1, 2008. 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. 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
3. Prepare schedule for completion of guide
4. Solicit advertisers and/or advertisements for guide
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 for distribution of guide
13. Meet regularly with the MCTAC marketing committee during preparation of tourism guide
14. Final report in full disclosure of revenues and expenditures