

1 **DOOR COUNTY TOURISM ZONE COMMISSION**

2 **2007– 2011 ENTITY AGREEMENT**

3 **First Amendment**

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7 **AN AGREEMENT** entered into between the Door County Tourism Zone Commission a Commission  
8 formed by intergovernmental agreement for the collection of room tax in multiple municipalities in ac-  
9 cordance with Wisconsin State Statute §66.0615 1(m) 4b 2 (hereinafter the “Commission”) and a tourism  
10 entity, the Door County Visitor Bureau (hereinafter the “Bureau”) for the purpose of providing staff, visi-  
11 tor center facilities, support services and assistance in developing and implementing programs to promote  
12 and develop the tourism zone to visitors pursuant to Wisconsin Statutes §66.0615 1(m) 4b 4. This agree-  
13 ment is premised on the following:

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15 The tourism industry is a significant part of the economies of the tourism zone created by the re-  
16 spective municipalities and the continued growth of tourism is necessary for the economic well be-  
17 ing of the entire community.

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19 The Bureau is a qualified tourism entity, as defined in Wisconsin Statutes §66.0615.

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21 **THEREFORE**, it is agreed by the parties as follows:

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23 1. Pursuant to §66.0615 1(m) 4b 4, the Bureau is appointed the agent of the Commission to promote  
24 and develop tourism in the tourism zone.
- 25  
26 2. The Bureau shall provide an annual budget for funding service, materials, and media reasonably  
27 necessary and proper to successfully promote, develop and attract the tourism to the zone, including, but  
28 not limited to such items and services as sales and marketing staff, visitor center staff, public relations  
29 staff, promotional and advertising material, internet and services, adequate accounting services, adminis-  
30 trative services, facilities, supplies and equipment for the same. The Bureau shall contract for and direct  
31 the marketing and tourism promotion efforts that are funded by the Door County Tourism Zone Commis-  
32 sion to the Commission’s member municipalities.
- 33  
34 3. The Bureau shall submit a draft marketing plan to the Commission no later than November 1<sup>st</sup> of  
35 each year. The Commission shall review and approve the Bureau’s annual marketing plan and budget be-  
36 fore contracts with Tourism Marketing vendor are executed.
- 37  
38 4. If a contracted Tourism Marketing vendor does not meet stated performance standards the Com-  
39 mission may request the Bureau to find a new vendor in the next year’s annual marketing plan.
- 40  
41 5. The Commission shall disburse funds to the Bureau consistent with the budget adopted and funds  
42 available for expenses incurred by the Bureau in furnishing such services and materials, which disburse-  
43 ment shall be pursuant to the following provisions:
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45

1 a. The Bureau and Commission acknowledge and agree that the approved annual budget of es-  
2 timated room tax collections is an estimate and the Commission has no obligation to reimburse ex-  
3 penses of the bureau beyond the approved budget or the room tax revenue obtained and kept by the  
4 Commission whichever is less. All funds in excess of the approved Tourism Entity budget shall be  
5 retained by the Commission in a reserve fund. This reserve funds need not be expended in the year  
6 they were collected and may be used in the succeeding budget cycle. The tourism entity may from  
7 time to time present special non-budgeted promotions that may require the use of the reserve funds.  
8 The expenditure of these excess funds for any reason shall be approved by the Commission by a  
9 two thirds (2/3) assenting vote of the commissioners present at a meeting, properly noticed and at  
10 which a quorum is present.

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12 b. The Commission shall distribute the 66% share of the monthly room tax revenues collected  
13 to the Bureau subject to the following conditions: first that the Bureau provide the Commission  
14 with quarterly financial statements in sufficient detail as determined by the Commission; second  
15 provide the Commission with a copy of the Bureau's annual audit and third that the Commission  
16 has sufficient cash reserves to pay the current and next month's estimated expenses.

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18 c. The Bureau shall assist the Commission in preparing the annual report to each municipality  
19 as required by statute. This report shall be submitted to the Commission annually by the date estab-  
20 lished by the Commission each year and cover the preceding calendar year's activities. This report  
21 by the Bureau shall include where the money received from the Commission was spent and most  
22 importantly, the return on investment, what was gained from the room taxes invested, the success  
23 in reaching the goals and objectives for the current year and the goals and objectives for the coming  
24 year which have been mutually discussed and agreed to by both the Commission and the Bureau.  
25 This annual report shall also be distributed to all lodging properties. The Bureau shall also partici-  
26 pate in an annual meeting, which shall take place after the annual report is received. Participants in  
27 this meeting would include the Commission, the Bureau, all participating municipalities, members  
28 of the Bureau and all lodging properties. The purpose of this annual meeting should be to answer  
29 any questions, discuss any concerns and further explain all goals and objectives.

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31 d. The Bureau shall also assist the Commission in preparing the quarterly reports to the partici-  
32 pating municipalities. The Bureau shall itemize all expenses that were incurred during the quarter  
33 and have been reimbursed or should be reimbursed and the progress made in achieving the goals  
34 and objectives outlined in the annual report for the current year. This report shall also be available  
35 to any lodging property or Bureau member that desires it.

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37 7. The initial term of this Agreement shall be concurrent with the term of the Tourism Zone Commis-  
38 sion Intergovernmental Agreement, effective May 1, 2007, and thereafter renewed on a year-to-year basis  
39 unless either party to this Agreement, with at least six (6) months notice, declines the renewal provision.  
40 Municipalities that join the Tourism Zone Commission Intergovernmental Agreement in the future shall  
41 be subject to the terms of this agreement. The Commission recognizes that the Bureau will enter into con-  
42 tracts for tourism marketing services based upon the on the authority granted the Bureau in this Agree-  
43 ment.

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45 8. The Commission and Bureau shall provide written notice of a dispute within a reasonable time and  
46 after the event giving rise to the dispute. The Commission and Bureau agree to negotiate any dispute be-  
47 tween them in good faith for a period of 30 days following such notice. The Commission and Bureau may  
48 agree to submit any dispute to mediation or binding arbitration, but such mediation or arbitration shall not  
49 be required or a prerequisite to initiating a lawsuit to enforce this Agreement.

1 9. The various terms, provisions and covenants herein contained shall be deemed to be separate and  
2 severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or  
3 enforceability of the remainder.  
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5 10. This agreement contains the entire understanding between the parties on the subject matter hereof  
6 and not representations. Inducements, promises or agreements not embodied herein (unless agreed in  
7 writing duly executed) shall not be of any force or effect, and this agreement supersedes any other prior  
8 understanding entered into between the parties on the subject matter hereto.  
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10 11. This Agreement, upon execution by both parties hereto, can be amended only by a written instru-  
11 ment signed by both parties.  
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13 12. This Agreement is governed by the law of the State of Wisconsin.  
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15 This agreement was first approved June 28, 2007 and amended on the date indicated below.  
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17 **DOOR COUNTY TOURISM ZONE COMMISSION**

18 \_\_\_\_\_  
19 Robert L. Kufrin, Chairperson  
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21 \_\_\_\_\_  
22 Elizabeth LeClair, Secretary  
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24 Approved by the Commission on: \_\_\_\_\_  
25 Date

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27 **DOOR COUNTY VISITOR BUREAU**

28 \_\_\_\_\_  
29 David Eliot, Chairperson  
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31 \_\_\_\_\_  
32 Sally Everhardus, Secretary  
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34 Approved by the Bureau: \_\_\_\_\_  
35 Date

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40 File name: c:\documents and settings\kathy kirkland\legal\forms and agreements\entity agreement\dctzc tourism entity agreement  
41 revised v2--clean copy.doc  
42 Created: 11/17/2009 10:40 AM Date Printed: 16-Nov-2010 8:15:00 AM  
43 C:\Documents and Settings\Kathy Kirkland\LEGAL\FORMS AND AGREEMENTS\Entity Agreement\DCTZC Tourism Entity Agreement  
44 revised v2--clean copy.doc  
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