

EXECUTIVE SUMMARY

Recommend approval of a Memorandum of Understanding with Greater Naples Chamber of Commerce to support funding of a Visitor Information Center Specialist position at an annual cost of up to \$65,000

OBJECTIVE: Review and recommend approval of a Memo of Understanding (MOU) with the Greater Naples Chamber to support a new Visitor Information Center Specialist position as recommended by the Tourist Development Council (TDC).

CONSIDERATIONS: The TDC recommended the creation of a new position to assist our area Visitor Information Centers in distributing more complete information on the many activities and accommodation options available in Collier County. The Greater Naples Chamber of Commerce has agreed to oversee this new position and provide office space with a financial contribution from tourism funds for a period of one year. County staff has researched comparable positions under the County salary structure, and has recommended an hourly wage of \$18. The Greater Naples Chamber of Commerce has offered a donation of \$10,000 to offset some of the cost of this position. The scope of work is outlined in the attached MOU. The TDC reviewed the concept of this position and recommended approval by the BCC. Staff is bringing this MOU back to the TDC in its final form as agreed upon by the Chamber, County Purchasing and the County Attorney's Office.

FISCAL IMPACT: Funds are available in Tourist Tax Fund 184 for the following costs related to this position for one year. The term of the agreement will run for 12 months from the date of BCC approval and will span two fiscal years.

Base Pay: 40 hours per week @ \$18 per hour = \$720 per week or	\$37,440
Estimated Taxes & Benefits:	7,500
Estimated Program Oversight & Administration	11,000
Estimated Office Overhead (Office space at Chamber, telephone, supplies)	8,400
Estimated Travel Reimbursement: (Auto mileage, meals)	10,400
Less Contribution from Naples Chamber	<u>(10,000)</u>
TOTAL NET COST:	\$64,740

RECOMMENDATION: Recommend approval of a Memorandum of Understanding (MOU) with the Greater Naples Chamber of Commerce to support funding of a new Visitor Information Center Specialist position at an annual cost of up to \$65,000.

SUBMITTED BY: Jack Wert, Tourism Director

MEMORANDUM OF UNDERSTANDING
VISITOR INFORMATION CENTER SPECIALIST

THIS AGREEMENT is entered into this ____ day of _____, 2010, between Collier County, a political subdivision of the State of Florida, with a mailing address of 3301 Tamiami Trail East, Naples, FL 34112, ("County") and the Greater Naples Chamber of Commerce, Inc., a Florida 501 C (6) Corporation, with a mailing address of 2390 Tamiami Trail North, Naples, FL 34104 ("Chamber").

WHEREAS, the Tourist Development Council recommended creating a Visitor Information Center Specialist position in conjunction with the Greater Naples Chamber of Commerce to the Board of County Commissioners; and

WHEREAS, the Greater Naples Chamber of Commerce provides visitor information services to visitors and residents of Collier County; and

WHEREAS, the Greater Naples Chamber of Commerce Board of Directors also recommends and supports creating the Visitor Information Center Specialist; and

WHEREAS, the County and the Chamber agree to jointly support the Visitor Information Center Specialist pursuant to the terms set forth in this Memorandum of Understanding.

NOW THEREFORE, in consideration of the premises and covenants contained herein, and other valuable consideration, the report and sufficiency of which is hereby acknowledged, the County and the Chamber agree as follows:

I. Obligations of the Chamber:

A. Hire and supervise the individual to represent the tourism industry to all area Visitor Information Centers. The Chamber will interview and screen applicants to determine qualifications for employment.

B. The Chamber will provide appropriate supervision and discipline. When discipline is warranted, the Chamber will provide the County with notice of said discipline within seven business days from the occurrence. The Chamber will conduct a six (6) month and twelve (12) month evaluation of the employee and provide the results to the County within seven (7) business days of the evaluation.

C. The Chamber will be responsible to terminate the employee based on any violations of Chamber policy. The Chamber will notify the County as soon as possible but no later than seven (7) business days following the termination.

D. The Chamber will provide the following benefit(s) to the County for use by the Visitor Center Information Specialist: office space at Chamber headquarters, access to the

Chamber computer network and professional email address; telephone, fax and copy machine use. These services will be provided at no cost to the County.

E. Insurance. The Chamber will provide all necessary insurance for the Chamber employee including coverage for auto liability insurance.

F. The Chamber will prepare and present to the County, attention Tourism Director, a proposed annual budget which will provide the staff position total salary, benefits and expenditures for the position.

II. Obligations of the County:

A. Reimburse the Chamber on a monthly basis for the salary, benefits and related expenses for this position up to a maximum of \$65,000 (sixty five thousand dollars) for twelve (12) months. This arrangement will take effect upon the approval of the Board of County Commissioners and will continue for twelve (12) consecutive months following the start date of the individual. The Chamber will issue a monthly invoice to the County for the salary, benefits and related expenses.

III. Visitor Center Information Specialist Job Description:

The Specialist job description includes, but is not limited to, the following essential functions of the job:

- Confirm that each Visitor Center, Airport Information Desk or other Visitor Information locations has the following promotional materials from all parts of the County including Naples, Marco Island, Everglades City, Immokalee, Golden Gate, and Ave Maria.
 - These materials would include CVB Visitor Guide, Chamber Visitor Information publications, Arts & Culture Guide, Golf Guide, Meeting Planner Guide, tri-fold destination brochures in different languages, VIP Cards, Visitor Map, area attraction publications, daily discounted hotel rates from the local hotels.
- Coordinate monthly meetings with Chamber Executives on a rotating location basis to discuss important tourism issues affecting membership and various ways we can promote each other and ensure tourists are enjoying their stay and staying longer.
- Coordinate annual official map publication and evaluate the functionality of the map.
- Review content of tourism publications for accuracy.
- Coordinate volunteer familiarization tours of the destination.
- Educate volunteers on local lodging, attractions, dining, shopping, beaches, etc.
- Coordinate volunteer recruiting & training to support visitor information centers.

- Train volunteers on the materials, accommodations and attractions available throughout the County.
- Maintain Calendar of Events encompassing all of Collier County and distribute events calendar to Concierges, Activity Directors, local & state media.
- Compile Information Center Statistics and assemble a monthly report of the number of visitors to each visitor information center and hotel referrals given to visitors.
- Assist in design of visitor questionnaire and monthly tabulation.
- VIP Promotion Assistance including gathering offers to be included in the VIP cards, pro-actively seeking key attractions to ensure the card includes high quality offers and ensuring cards are distributed at all information centers.
- Make presentations to area groups and businesses to encourage them to bring their meetings, group functions and reunions to Collier County.

IV. Indemnification

A. Each party shall be liable for its own actions and negligence and, to the extent permitted by law, Collier County shall indemnify, defend and hold harmless the Chamber against any actions, claims or damages arising out of Collier County's negligence in connection with this Agreement, and the Chamber shall indemnify, defend and hold harmless Collier County against any actions, claims, or damages arising out of the Chamber negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

V. No Partnership.

The parties agree that no partnership is created between the County and the Chamber regarding the terms of this Agreement.

VI. Term

A. This Agreement may be extended in one-year increments by either party with three months' (90 days) notice to the other party. This Agreement is subject to the availability of Tourist Development Tax funds. If Category B funds are not available, the County will provide notice in writing to the Chamber at least thirty (30) days prior to the termination of the Agreement.

B. Either party may terminate this Agreement for any reason with thirty (30) days written notice to other party.

