

CORPORATION OF THE TOWN OF GANANOQUE

BYLAW NO. 2012-006

BEING A BY-LAW TO AUTHORIZE ENTERING INTO AGREEMENT
WITH THE 1000 ISLANDS GANANOQUE CHAMBER OF COMMERCE
FOR THE PROVISION OF JOINT TOURISM SERVICES.

WHEREAS the Municipal Act, section 5 provides that a municipality's power shall be exercised by bylaw.

AND WHEREAS Council of the Corporation of the Town of Gananoque has negotiated an agreement with The 1000 Islands Gananoque Chamber of Commerce to facilitate the provision of joint tourism services.

NOW THEREFORE the Council of the Corporation of the Town of Gananoque enacts as follows;

1. That the Town of Gananoque hereby accepts the agreement attached hereto as Schedule "A" and forming part of this bylaw.
2. That Mayor and Clerk are hereby authorized to sign said agreement.
3. That this bylaw comes into force and effect on the date of its passing.

READ A FIRST, SECOND, AND THIRD TIME; and finally passed this 10th day of January, 2012.



Mayor, Erika Demchuk



Clerk, Bonnie Dingwall

This agreement dated the 16th day of December, 2011.

BETWEEN:

THE CORPORATION OF THE TOWN OF GANANOQUE

herein after referred to as the "Town"

AND

THE 1000 ISLANDS GANANOQUE CHAMBER OF COMMERCE

herein after referred to as the "Chamber"

WHEREAS the 1000 Islands Gananoque Chamber of Commerce provide tourism services on behalf of the Town of Gananoque.

WHEREAS the 1000 Islands Gananoque Chamber of Commerce currently offer tourism opportunities to all business within the Town of Gananoque.

WHEREAS the parties hereto desire to enter into an agreement respecting joint tourism opportunities.

NOW THEREFORE, THIS AGREEMENT WITNESSETH that the parties agree as follows:

1. The parties agree that the Chamber will assume a substantial role in promoting Tourism in Gananoque. The Gananoque Chamber of Commerce is the "Voice of Business" dedicated to the promotion and prosperity for the enrichment of the community and the region.
2. The Chamber agrees to provide tourism information, promote events and festivals, as well collect tourism data which will be included in their reports to council, and available to other organizations to develop target marketing strategies. The Town agrees to engage the Chamber to offer tourism services on behalf of all the businesses within the Town of Gananoque.
3. The Chamber agrees to provide tourism information services at the Information Centre as provided for within this agreement, which may be amended from time to time with

the written agreement of both parties without compromising the integrity of this agreement.

4. The Chamber agrees to promote the Town's tourism at the Information Centre, and through various promotions and activities.
5. The Chamber will submit a detailed budget outlining the expected tourism expenses that will be incurred in year. The Town will not fund expenses that have already been covered by other grants, programs, levels of government, etc. The Chamber will be required to provide supporting documentation validating "Visitor Centre" versus "Chamber" expenses. It is the Town's intention to forward an agreement with any changes and amendments to the Chamber of Commerce by October 31st of each year. This should leave sufficient time for Chamber to review the agreement and make any financial requests for the Town's operating budget.
6. The Chamber will submit reviewed financial statements each year.
7. The Chamber agrees to the following:
 - a. One Council member who is a dedicated voting member on the Chamber Board of Directors, with respect to Tourism related matters only.
 - b. Provide said Council member with monthly report to be provided to Council with respect to Tourism statistics and promotion initiatives.
 - c. By October 31st each year, the Chamber will forward a funding request outlining the fees for services for the following year.
8. The Chamber agrees to provide the following services with regards to Tourism Related Activities (with consideration of input from the CAO or designate of CAO)
 - a. 5 - 7 days per week (seasonally dependant), fully staffed Tourism office as required.
 - b. Comprehensive Visitor Guide
 - c. Welcome packages to conventions and tournaments
 - d. Up to date Tourism Website
 - e. Participate in Trade shows chosen by the Chamber
 - f. Promote and/or organize local events as appropriate.
 - g. Track 7.5% of visitor travel data
 - h. Represent Gananoque on tourism related committees ie. 1812/RTO
 - i. Proactively promote local attractions and events through social media, enewletters and other initiatives as decided upon. Social media includes, but is not limited to, a facebook page and twitter feed.

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9. The Town's contribution for Tourism Related Activities are outlined as per Schedule A attached.
 10. The Chamber shall not, without prior written consent of the Town, incur any expenses for which the Town may be requested to reimburse the Chamber, or for which the Town will be held liable.
 11. The Chamber shall work cooperatively with other business organizations within the Town to achieve efficiency and effectiveness in providing tourism programs and benefits to the Gananoque businesses.
 12. The term of this agreement shall be for a period of one (1) year, commencing January 01 each year.
 13. By mutual consent, the parties may amend this agreement from time to time, to reflect new economic or political realities.
 14. The Chamber and Town reserve the right to notify the other, in writing, of their desire to exit from this agreement.
 15. The parties agree to commence re-negotiations on the objectives and responsibilities as outlined in this agreement ninety (90) days prior to the expiration of this agreement.
 16. Any party may withdraw from this agreement by stating their intention to do so prior to September 1st in any year of the contract. Such withdrawal shall come into effect on December 31st of the year in which the notice has been given. Such withdrawal will not remove the obligation to track/report objectives to the remaining partners for the year in which the party withdraws.
 17. Should one party withdraw from the agreement the remaining parties will have the option to:
 - Remain with the status quo;
 - Re-negotiate any or all aspects of the agreement; or
 - Withdraw from the agreement.

IN WITNESS WHEREOF the parties have duly executed this Agreement under seal.

SIGNED, SEALED AND DELIVERED BY:

THE CORPORATION OF THE TOWN OF GANANOQUE

Erika Demchuk
Erika Demchuk, Mayor

Bonnie Dingwall
Bonnie Dingwall, Clerk

January 10/2012
Date

The Corporation of the 1000 Islands Gananoque Chamber of Commerce

William P. Hayes
President

William P. Hayes

Dec 16, 2011
Date

**Schedule A
Fee for Service**

The Town agrees to provide a monetary value to the Chamber for their tourism services as follows:

- The annual sum of \$43,000.00. Payments will be made in two equal payments per year, with the first payment being due on May 1st, and the second payment being due on September 1st 2010 with the Chamber invoicing the Town

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- The second payment will be made upon receipt of a report to Council including current tourism data and completion of 75% of Chamber expectations as outlined in the agreement and Addendum 'A'.
 - The Town will provide in-kind services/benefits to the Chamber, as indicated in the lease agreement having a total valued at \$24,822.00. (2,000 sq feet times \$10 per square foot for a total in kind contribution of \$20,000.00, plus property maintenance valued at \$4,000, plus insurance at \$822.00).
 - The Town will contribute up to **\$21,500** towards office salaries and wages related specifically to tourism services. Ineligible expenses include associated staffing costs such as WSIB and vacation pay. This is considered the responsibility of the employer.
 - **Tourism Related Activities –**
 - The Town will allocate up to **\$21,500** per year towards tourism related activities. In addition, the Chamber will have access to all revenue collected under the role of the Tourism Services.
 - Town funds designated for tourism related activities shall be allocated as follows, unless authorized by the Town.
 - **Trade Shows**

The Town acknowledges the importance of Trade shows, and understands that they are integral to part of developing visibility and interest in our region.
 - **Events**

The Town will contribute towards community Festivals and Events. Eligible Festivals or Events may include, but not limited to: Ribfest, Canada Day, Doors Open, Chalk the Walk, Lions Car Show, Santa Claus Parade.
 - **Vacation Guide and Distribution**

The Town will contribute towards the distribution of the visitor guide.
 - **Advertising**

The Town will contribute towards advertising initiatives. Eligible expenses may include: Radio, Print, Direct Mail, TV, Signage, Special Projects or Promotions.
 - **Welcome packages**

The Town will contribute to welcome packages for visiting teams, and conferences.

▪ **Direct Marketing**

The Town will contribute towards any direct marketing campaign that promotes the Town of Gananoque.

▪ **Website Updates**

The Town will contribute to help offset the labour cost of keeping the website current and up to date.

▪ **Product Development / Target Marketing**

The Town acknowledges the value of tourism to our visitors, our residents, our businesses, our community, and our environment. We will support the need to develop products that inspire travellers through authentic experiences that embrace our natural creativity, environment, and unique culture for the sustainable benefit of our people and our region.

▪ **Travel, Participation, and Representation**

The Town will contribute towards any opportunity that creates partnerships, both locally and regionally, and gives a voice to Gananoque.