



ECONOMIC DEVELOPMENT/TOURISM COMMITTEE
MARINETTE COUNTY BOARD OF SUPERVISORS

ECONOMIC DEVELOPMENT/TOURISM COMMITTEE MEETING
MONDAY, SEPTEMBER 20, 2010 - 1:00 PM
MARINETTE MENOMINEE AREA CHAMBER OF COMMERCE BLDG., MARINETTE

Agenda

1. Call to order
2. Approve/amend agenda
3. Introduction of guests and Committee
4. Public comment (5 minutes). No discussion.
5. Approve/amend minutes of August 16, 2010
6. Twin County Airport report
 - Tim Spreen, Airport Manager - update on projects, activities and meetings
7. Report and/or consider conferences/seminars/meetings
 - Discuss/consider possible Committee attendance and payment of registration fee for the (UW Extension) MI/WI Leadership classes to be held October 4, 2010 - April 4, 2011. Action, if any
 - Discuss attendance at The Northwoods Economic Summit VI, Oct. 5, in Pembine. Meeting was approved
 - Report on 2010 Upper Great Lakes Economic & Workforce Development Summit held in Marquette, Sept. 8
8. Correspondence. Action if any. (Correspondence, if not spec. listed, will be for information only)
9. Discuss/consider 2011 North Central ITBEC (International Trade, Business & Economic Development Council) budget allocation. Action, if any
10. Discuss update on Niagara mill
11. Discuss/consider payment of Tourism Alliance invoices. Action needed.
12. Discuss/consider Tourism Support Agreement (attached). Action needed to recommend to County Board.
13. Marinette Co. Tourism Alliance report
 - Jamie Darge, Director, Shirley Kaufman and Nick Lakari - update on projects, meetings and activities.
 - Discuss/consider the Marketing Services Agreement with Otter Marketing (attached). Action needed
14. UW Extension Community Resource Development Educator report
 - Paul Putnam - Discuss educational and economic development issues
 - Report from General Accounting Office regarding LCS (Littoral Combat Ship) program
15. Marinette/Menominee Area Chamber of Commerce report
 - Monthly report - updates on projects, activities & meetings including Regional Community & Economic Development Partnership and Leadership Academy
16. Menominee Business Development Corporation report
 - Director Nancy Douglas - updates on projects, activities & meetings
17. Marinette County Association for Business & Industry report
 - Exec. Director, Don Clewley. Monthly report - updates on projects, activities & meetings
18. Future agenda items
 - Possible tour of Aquila mine site for October 18 meeting
19. Next meeting date and place
20. Adjourn

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

Committee Members Receiving Agenda

George Bousley - Chair
Nick Lakari
Al Mans
Ken Casper
Shirley Kaufman

Copies Also Being Sent To

Don Clewley, MCABI
Mary Johns, Marinette/Menominee Area Chamber
Tim Spreen, Twin Co. Airport Manager
Paul Putnam, Marinette County UW Extension
Jamie Darge, Tourism Alliance Director
Nancy Douglas, Menominee Business Dev. Corp.
Jon Kukuk, Tourism Alliance Chair

Miles Kresl Jr., MCABI
County Clerk
Media
Posting

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).

1926 Hall Avenue, Courthouse, Marinette, WI 54143-1717 • 715-732-7510 • 715-732-7513 (fax)

TOURISM SUPPORT AGREEMENT

THIS AGREEMENT is made this ___ day of _____, 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 tourism newsletter 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 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.

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, 2011 through December 31, 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, 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 \$ 4,166 (Four thousand one hundred sixty) per month commencing January 1, 2011. 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 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

TOURISM GUIDE BUDGET PREVIOUS YEAR vs NEW YEAR

	<u>2009 ACTUAL</u>	<u>2010 BUDGET</u>
PREPARATION & DISTRIBUTION COSTS		
PRE PRESS COSTS		
FILE FORMATS	\$60.04	\$60
COLOR COPY PROOFS	\$51.06	\$50
PRINTER PROOF SHIPPING	\$62.11	\$60
PRINT COSTS		
PRE PRESS ADJUSTMENT	\$500.00	\$270
PRINT CHARGES	\$21,885.00	\$18,000
SHIPPING	\$50.30	\$50
FREIGHT	\$367.50	\$350
DISTRIBUTION		
POSTAGE	\$1,114.78	\$1,200
MILEAGE	\$0.00	\$3,000
OTHER EXPENSE	\$0.00	\$0
TOTAL EXPENSE COST	\$24,090.79	\$23,040
TOTAL AD REVENUE	\$35,497.00	\$25,578
COMMISSION OR OTHER FEES	\$5,324.55	\$0
NET PROFIT (LOSS)	\$6,081.66	\$2,538.00

Attachment B
Letter of Agreement
Marinette County Tourism

This agreement, entered into on or around July 12, 2010 between Marinette County Tourism of 1926 Hall Ave. Marinette, WI 54143 (herein called "Client"), and Karen Widmar, dba Otter Marketing, with office at PO Box 9643 Green Bay, WI (herein called "Agency"), confirms the understanding of both parties pertaining to the contractual relationship set forth herein.

- I. **AGENCY SERVICES.** As your marketing/advertising firm, Otter Marketing will provide ongoing marketing and advertising creative, graphic design, consulting and support services as agreed upon by both parties.

- II. **CLIENT/AGENCY RELATIONSHIP.** This Letter of Agreement is an agreement of Client/Agency only, and is not under any circumstances whatsoever to be deemed, nor is it the intent of the parties hereto, to be construed as a joint venture, partnership or employer-employee relationship, but only as a Client/Agency Relationship.

- III. **AGENCY COMPENSATION.** It is mutually agreed by and between Agency and Client that Agency will be compensated for its services by Client as follows:
 - a. Rates: Per Non-profit hourly schedule of charges in attached (exhibit A) .
 - b. Project Deposit: N/A
 - c. Media: Otter Marketing will not be purchasing media on behalf of client, but will be assisting client with recommended placement and submission of artwork as directed.
 - d. Special Projects: Creation and production of special advertising collateral and sales promotion materials will be charged according to the attached Otter Marketing Schedule of Charges. Otter Marketing will proceed on such assignments only after Client approval of written estimates.
 - e. Miscellaneous: Client will reimburse Agency, at cost, for all out-of-pocket expenses including, but not limited to shipping, postage, long distance phone calls and travel expenses incurred on Client's behalf, providing the Agency obtains advance authorization from Client for such travel expenses.
 - f. It is understood that prompt payment is the essence of this Agreement and that in connection therewith, Agency will furnish Client a written invoice at the end of each calendar month for all media, which, by mutual agreement of the parties hereto, ran during that month. At the end of each month, Agency will furnish Client with a written invoice for all production jobs, which are, by mutual agreement of the parties hereto, in process or committed to completion during said month. These invoices will be issued based on client-approved estimates and are subject to adjustment prior to final billing. Final billing reflects actual costs. All invoices are due and payable as follows: Net 30 days

Client will notify the Agency in writing of any disputed items. Client agrees to pay all items not in dispute in accordance with the above schedule. It is essential that Client pay promptly. This will enable Agency to pay the media and production vendors in accordance with their terms, thus ensuring Agency's ability to procure media space and time as well as production services on a timely and cost-effective basis.
 - g. The "Agency Compensation" section of this Agreement may be amended at any time upon the mutual written agreement of Client and Agency.
 - h. Invoices shall be made payable to: Otter Marketing, PO Box 9643 Green Bay, WI 54308

IV. **INSURANCE AND HOLD HARMLESS.** The Agency shall hold the Client harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss resulting there from arising out of performance of the agreement unless such claims are a result of the Client's own sole negligence.

The Client shall also be held harmless against all claims arising out of the provision of professional or other services including, but not limited to, claims of malpractice or errors and omissions. The Agency shall provide proof satisfactory to the Client that it has in effect at least the following insurance coverages. The Client does not represent that these amounts are sufficient and contractor should exercise judgment about the adequacy of insurance coverages. Agency's insurance shall be primary, and to the extent Client insurance may be involved, it shall be secondary.

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

AUTO LIABILITY: Agency carries a minimum 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.

GENERAL LIABILITY: Agency carries a minimum \$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.

V. **AGENCY/CLIENT CONTACTS:**

a. All communication regarding this agreement will be made through the designated Agency/Client contacts. The designated contacts are:

1. Client - Jamie Darge
Tourism Director
601 Marinette Ave.
Marinette, WI 54143
715-735-6681

2. Agency - Karen Widmar
President & CEO
PO Box 9643
Green Bay, WI 54308
920-857-8472

VI. **TERMINATION OF AGREEMENT.** This contract is renewable annually in writing however, in the event either of the parties to this Agreement should desire or elect to terminate this contractual Agreement at any time, or in the event that either party should find it impractical to continue said relationship, it is specifically agreed by both parties that either party shall notify the other party in writing of that party's desire to terminate the Agreement. Written notice shall be effective thirty (30) days after the notice is given. This notice is needed to cover personnel time involved in assignments in work, in preparing all materials and records for transfer to Client and assuring fair treatment for Agency personnel involved in the specific account. In addition, this notice is needed to allow Client adequate time to find a new agency and insure a smooth transition. Otter Marketing shall be entitled to receive full commission on all advertising placed on behalf of Client. It is further agreed that all commitments against work in process will be honored to the nearest point of practical interruption.

VII. **OWNERSHIP AND DISPOSITION OF PROPERTY AND MATERIALS.** All property and materials which are produced by reason of the terms of this Agreement shall be the property of Client if and only if Client pays all invoices rendered Client for respective work and charges billed to Client by Agency. Upon termination of the Agreement, all such property and materials shall be the property of Client.

VIII. 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:

The Contractor will be responsible to pay all Federal, State and Social Security taxes on any income received under this Agreement.

No fringe benefits or other compensation not specifically stated in this contract shall be paid to Contractor.

IX. EFFECTIVE DATE OF THIS AGREEMENT. This Agreement shall be effective as of date indicated below and shall continue until termination by either party in accordance with the provision of Paragraph IV herein. This contract is renewable annually in writing.

X. SOLE AGREEMENT. All Agreements between the parties are set forth in this Letter of Agreement and, further, both parties to this Agreement confirm that there are no oral understandings other than expressed herein.

XI. LAWS GOVERNING. The laws of the State of Wisconsin shall govern this agreement.

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

Accepted by Client: _____
Marinette County, Kathy Brandt
County Clerk

Date: _____

Accepted by Agency: _____
Otter Marketing, Karen Widmar
President & CEO

Date: _____

Attachment B

Otter Marketing Schedule of Charges Service

Marketing Consulting/Strategic Planning	\$95
Marketing Plan Development, Market Research	\$95
Creative Services (graphic design, illustrations, copywriting)	\$95
Social Media Strategies, Implementation & Maintenance	\$85
Web/Ad Campaign analysis	\$85
Account Management	\$85
Copy Editing	\$85
Client Meetings	\$85
Media Planning/Coordination	\$75
Photography	\$75
Power Point Slide Show Development	\$75
Special Event / Tradeshow Coordination	\$65
Support Services /Desktop Publishing	\$65
Travel Time	\$55
Mileage	.49/mile
Interim Management	TBD
Coordination of Outsourced Services*	
Agency Reviews (RFP/RFQs), Agency Audits	\$85
Video/Photography Shoot Coordination & Location Supervision	\$75
Video pre & post Production & Editing	\$75
Web Site Design	\$65
Multi-media Production (PPTs, DVDs, CDs)	\$65

**does not include outsourced partners' fees*

Account Management: media buys/coordination of monthly tear sheets, quick meetings with media to go over ads, etc. (non technical, general support services)

Travel Time: Divided between clients whenever possible. Clients will be charged portal to portal for both travel time and mileage

Meetings: Pre production/campaign launch client presentations, monthly/quarterly reviews, etc.