

PLEASE NOTE: AGENDA ITEMS MAY NOT BE CONSIDERED AND ACTED UPON
IN THE ORDER LISTED

If you are an individual who needs a special accommodation while attending the meeting as required by the "Americans 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, Marinette, WI 54143-1717



Special Circuit Services Agreement

This Agreement serves as a confirmation of Customer's choice of Ct Of Midwest - Kendall Service (the "Service") and payment plan offered by Ct Of Midwest - Kendall hereinafter called CenturyTel. The prices, terms and conditions under which the Service is provided are controlled by tariffs filed with the applicable public utility commission.

WHEREAS, CenturyTel values Customer's business and desires to provide pricing and other considerations to Customer based upon Customer's purchase of a minimum commitment of CenturyTel Special Circuit Services (hereinafter referred to as "the Services") and Customer desires to obtain such special pricing and other considerations with respect to the purchase of the Services from CenturyTel.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained in this Agreement, CenturyTel and Customer hereby agree as follows:

Section 1. Term and Renewal of Service. This Agreement shall be effective for a period of 36 months (hereinafter referred to as "the Service Term") from the initial service date of 8/5/10 or such other date as may subsequently be mutually agreed upon by and between CenturyTel and Customer ("the Initial Service Date"). The term for providing the Service corresponds to the term payment plan selected by the Customer as hereinafter set forth in this Agreement.

Upon completion of the Service Term, the Customer may continue to receive the Service or any other services (hereinafter referred to as "the Substituted Service") at a cost equal to the then prevailing monthly rates and charges.

Section 2. Services to be Provided. Customer hereby orders, and CenturyTel hereby agrees to provide, the services and features described in "Attachment A" Equipment and Services, a copy of which is attached to this Agreement as "Attachment A" and incorporated by reference herein the same as if it were set forth in full at length at this point.

Section 3. Cancellation Charges, Applicable Monthly Rates and Non-Recurring Charges for the Services and Payment Terms for the Services.

3.1. Cancellation Charges. Customer cancels this Agreement before the Service is established either on or before the effective date of this Agreement, but following the date on which this Agreement is made as hereinbefore set forth, the Customer shall pay to CenturyTel a cancellation charge ("the Cancellation Charge"). The amount of the Cancellation Charge shall be equal to all of the expenses that CenturyTel may have incurred in processing the order of the Customer to CenturyTel for the Services and/or in installation of such of the required equipment and facilities as may have been installed by CenturyTel as of the date of cancellation.

3.2. Applicable Monthly Rates and Non-Recurring Charges. The monthly rates and non-recurring charges applicable to the Services to be provided by CenturyTel to Customer under this Agreement will be provided by CenturyTel to Customer at the tariff rates of CenturyTel as to such currently in effect as of the effective date of this Agreement. In particular, the monthly rates and non-recurring charges do not include the Subscriber Line Charge, nor any applicable taxes and surcharges. Customer hereby agrees to pay to CenturyTel any increase in the Subscriber Line Charge that may occur during the term of this Agreement and any renewal thereof.

During the Service Term, Customer may convert to a different payment plan for a period of time either equal to or greater than the Service Term ("the Substituted Service Term"), provided such a different payment plan is available from CenturyTel to the Customer at the time of any such request from the Customer to CenturyTel to so convert and provided further, that the Substituted Service Term extends beyond the Service Term.

Upon completion of the Service Term, the Customer may continue receiving the Service or initiate the Substituted Service, provided the Service or the Substituted Service are then available, under any payment plan that may then be available. If the Customer does not select a new payment plan upon completion of the Service Term, and does not request discontinuance of the Services or initiate the Substituted Services prior to the expiration of the Service Term, then the Customer agrees to pay to CenturyTel the cost of the applicable monthly rates and non-recurring charges in effect at such time.

3.3. Payment for the Services. Customer also agrees to pay CenturyTel in accordance with payment terms set for the in Attachment A, a copy of which is attached to this Agreement as "Attachment A" and incorporated by reference herein the same as if it were set forth in full at length at this point.

Section 4. Early Termination. Customer understands and agrees that the payment terms set forth in Attachment A are based on the ability of CenturyTel to recover any and all of the costs as shall be incurred by CenturyTel to provide the services set forth herein for the entire length of the term of this Agreement. In the event that Customer should terminate this Agreement at any time prior to the expiration of the full term hereof, CenturyTel may impose on the Customer an early termination charge (hereinafter referred to as: "the Early Termination Charge") in accordance with applicable tariffs. Customer agrees to pay the Early Termination Charge with the final bill or thereafter upon receipt.

Section 5. Title to Facilities. Except as specifically set forth herein or in CenturyTel tariffs on file with the applicable public utility commission to the contrary at any time during the term of this Agreement as this Agreement may be renewed from time to time, Customer shall not receive ownership, exclusive use of or any other right or interest in the facilities used by CenturyTel, up to and including the specified Standard Network Interface (SNI), to furnish the services provided hereunder.

Section 6. Limitation of Liability. The liability of CenturyTel for alleged damages to the Customer arising out of or occurring in connection with the provisions of the Service as a result of alleged mistakes, omissions, interruptions, delays, errors, or defects in transmission or otherwise in any respect in the provision by CenturyTel to the Customer of the Service, and not caused or contributed to by the negligence or intentional misconduct of the Customer shall not in any event exceed an amount equivalent to the proportionate charge to the Customer by CenturyTel for the period of time during which any such alleged mistake, omission, delay, error or defect in transmission or otherwise in any respect in the provision by CenturyTel to the Customer of the Service. CenturyTel shall not otherwise be liable to Customer except as herein provided.

Except as specifically set forth herein or in CenturyTel tariffs on file with the public utility commission to the contrary at any time during the term of this Agreement as this Agreement may be renewed from time to time, CenturyTel shall not be liable to Customer for any incidental or consequential damages, including, but not limited to, lost or anticipated profits.

Section 7. Access to Customer Premises. CenturyTel shall have the right to access the premises of Customer at all times as reasonably necessary to fulfill its obligations hereunder.

Section 8. Force Majeure. Neither party shall be held liable for any delay or failure in the performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, including but not limited to, acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, or other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

Section 9. Amendments; Waivers. This Agreement, or any part thereof, or any Attachments hereto or documents referred to herein, may be modified or additional provisions may be added by written agreement signed by or on behalf of both parties. No course of dealing or failure of any party to strictly enforce any term, right, or condition of this Agreement, whether one or more, shall be construed as a waiver of such term, right or condition.

Section 10. Notices and Demands. Except as otherwise provided under this Agreement, all notices, demands or requests which may be given by any party to the other party shall be in writing and shall be deemed to have been duly given on the date delivered in person or deposited, postage prepaid, in the United States Mail, via certified mail, return receipt requested. If personal delivery is selected as the method of giving notice under this Section, a receipt of such delivery shall be obtained. The address to which such notices, demands, requests, elections or other communication may be given by either party may be changed by written notice given by such party to the other party pursuant to this Section.

Section 11. Third-Party Beneficiaries. This Agreement shall not provide any person not a party to the Agreement with any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.

Section 12. Joint Work Product. This Agreement is the joint work product of the parties and, in the event of any ambiguities, no inferences shall be drawn against either party as the drafter of this Agreement.

Section 13. Assignment. Neither party shall assign or nor otherwise transfer any rights or obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld or delayed. Any such assignment without the prior written consent of the other party shall be void. Notwithstanding the foregoing, CenturyTel may, without Customer's consent, assign this Agreement, in whole or in part, to any of CenturyTel's corporate affiliates.

Section 14. Scope of this Agreement and Relationship to Other Documents. The Services and goods provided by CenturyTel are furnished pursuant to CenturyTel's tariffs and all amendments and revisions thereto on file with the public utility commission. The Customer acknowledges an understanding of these tariffs and an understanding that the General Regulations including Conditions of Offering contained in CenturyTel's filed tariffs also apply to the Services provided hereunder. CenturyTel is a regulated public utility and is not bound by any representations or inducements not set forth in its tariffs or this Agreement. Customer acknowledges having read the terms and conditions of this Agreement and agrees to be bound thereby. To the extent that this Agreement, including, but not limited to, any and all applicable tariffs on file with the public utility commission is in conflict with any other prior agreements, oral or written representations, statements, negotiations, understandings or proposals, the terms of this Agreement shall control. The terms contained in this Agreement and any attachment(s) referred to herein, which are incorporated into the Agreement by this reference, constitute the entire agreement between the parties with respect to the subject matter hereof. In the event of a conflict between the Agreement and any attachment(s) referred to herein, the terms of the Agreement shall prevail. In the event of a conflict between this Agreement and any attachment(s) and the applicable tariff(s), the applicable provision(s) of the applicable tariff shall govern and control any such conflict. This Agreement, and the attachments to this Agreement, and the applicable tariffs are the complete agreement of the parties with respect to the subject matter hereof and are in lieu of all prior understandings written or oral. This Agreement and its attachments may not be changed except in a writing signed by both parties.

Section 15. Facsimile Signatures. In lieu of a request by either party for an original signature, each party to this Agreement agrees to accept a facsimile signature on behalf of the other party as an original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement by their duly authorized representatives on the dates set forth beneath the signatures of each.

Ct Of Midwest - Kendall

By:  _____

Printed Name: Ron Garrison _____

Title: Sales Manager _____

Date: August 5, 2010 _____

County Of Marinette

By: _____

Printed Name: _____

Title: _____

Date: _____

Schedule A

Equipment and Services

Product Name	Quantity	Sales Price	Total Price
PRI Access Line 36 Month	2	\$645.45	\$1,290.90

Payment for Services

Term Payment Plan: 36 Months

Monthly Charges: \$1,290.90

Pricing does not include Subscriber line charge or applicable taxes.



Special Circuit Services Agreement

This Agreement serves as a confirmation of Customer's choice of Ct Of Midwest - Kendall Service (the "Service") and payment plan offered by Ct Of Midwest - Kendall hereinafter called CenturyTel. The prices, terms and conditions under which the Service is provided are controlled by tariffs filed with the applicable public utility commission.

WHEREAS, CenturyTel values Customer's business and desires to provide pricing and other considerations to Customer based upon Customer's purchase of a minimum commitment of CenturyTel Special Circuit Services (hereinafter referred to as "the Services") and Customer desires to obtain such special pricing and other considerations with respect to the purchase of the Services from CenturyTel.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained in this Agreement, CenturyTel and Customer hereby agree as follows:

Section 1. Term and Renewal of Service. This Agreement shall be effective for a period of 60 months (hereinafter referred to as "the Service Term") from the initial service date of 8/5/10 or such other date as may subsequently be mutually agreed upon by and between CenturyTel and Customer ("the Initial Service Date"). The term for providing the Service corresponds to the term payment plan selected by the Customer as hereinafter set forth in this Agreement.

Upon completion of the Service Term, the Customer may continue to receive the Service or any other services (hereinafter referred to as "the Substituted Service") at a cost equal to the then prevailing monthly rates and charges.

Section 2. Services to be Provided. Customer hereby orders, and CenturyTel hereby agrees to provide, the services and features described in "Attachment A" Equipment and Services, a copy of which is attached to this Agreement as "Attachment A" and incorporated by reference herein the same as if it were set forth in full at length at this point.

Section 3. Cancellation Charges, Applicable Monthly Rates and Non-Recurring Charges for the Services and Payment Terms for the Services.

3.1. Cancellation Charges. Customer cancels this Agreement before the Service is established either on or before the effective date of this Agreement, but following the date on which this Agreement is made as hereinbefore set forth, the Customer shall pay to CenturyTel a cancellation charge ("the Cancellation Charge"). The amount of the Cancellation Charge shall be equal to all of the expenses that CenturyTel may have incurred in processing the order of the Customer to CenturyTel for the Services and/or in installation of such of the required equipment and facilities as may have been installed by CenturyTel as of the date of cancellation.

3.2. Applicable Monthly Rates and Non-Recurring Charges. The monthly rates and non-recurring charges applicable to the Services to be provided by CenturyTel to Customer under this Agreement will be provided by CenturyTel to Customer at the tariff rates of CenturyTel as to such currently in effect as of the effective date of this Agreement. In particular, the monthly rates and non-recurring charges do not include the Subscriber Line Charge, nor any applicable taxes and surcharges. Customer hereby agrees to pay to CenturyTel any increase in the Subscriber Line Charge that may occur during the term of this Agreement and any renewal thereof.

During the Service Term, Customer may convert to a different payment plan for a period of time either equal to or greater than the Service Term ("the Substituted Service Term"), provided such a different payment plan is available from CenturyTel to the Customer at the time of any such request from the Customer to CenturyTel to so convert and provided further, that the Substituted Service Term extends beyond the Service Term.

Upon completion of the Service Term, the Customer may continue receiving the Service or initiate the Substituted Service, provided the Service or the Substituted Service are then available, under any payment plan that may then be available. If the Customer does not select a new payment plan upon completion of the Service Term, and does not request discontinuance of the Services or initiate the Substituted Services prior to the expiration of the Service Term, then the Customer agrees to pay to CenturyTel the cost of the applicable monthly rates and non-recurring charges in effect at such time.

3.3. Payment for the Services. Customer also agrees to pay CenturyTel in accordance with payment terms set for the in Attachment A, a copy of which is attached to this Agreement as "Attachment A" and incorporated by reference herein the same as if it were set forth in full at length at this point.

Section 4. Early Termination. Customer understands and agrees that the payment terms set forth in Attachment A are based on the ability of CenturyTel to recover any and all of the costs as shall be incurred by CenturyTel to provide the services set forth herein for the entire length of the term of this Agreement. In the event that Customer should terminate this Agreement at any time prior to the expiration of the full term hereof, CenturyTel may impose on the Customer an early termination charge (hereinafter referred to as: "the Early Termination Charge") in accordance with applicable tariffs. Customer agrees to pay the Early Termination Charge with the final bill or thereafter upon receipt.

Section 5. Title to Facilities. Except as specifically set forth herein or in CenturyTel tariffs on file with the applicable public utility commission to the contrary at any time during the term of this Agreement as this Agreement may be renewed from time to time, Customer shall not receive ownership, exclusive use of or any other right or interest in the facilities used by CenturyTel, up to and including the specified Standard Network Interface (SNI), to furnish the services provided hereunder.

Section 6. Limitation of Liability. The liability of CenturyTel for alleged damages to the Customer arising out of or occurring in connection with the provisions of the Service as a result of alleged mistakes, omissions, interruptions, delays, errors, or defects in transmission or otherwise in any respect in the provision by CenturyTel to the Customer of the Service, and not caused or contributed to by the negligence or intentional misconduct of the Customer shall not in any event exceed an amount equivalent to the proportionate charge to the Customer by CenturyTel for the period of time during which any such alleged mistake, omission, delay, error or defect in transmission or otherwise in any respect in the provision by CenturyTel to the Customer of the Service. CenturyTel shall not otherwise be liable to Customer except as herein provided.

Except as specifically set forth herein or in CenturyTel tariffs on file with the public utility commission to the contrary at any time during the term of this Agreement as this Agreement may be renewed from time to time, CenturyTel shall not be liable to Customer for any incidental or consequential damages, including, but not limited to, lost or anticipated profits.

Section 7. Access to Customer Premises. CenturyTel shall have the right to access the premises of Customer at all times as reasonably necessary to fulfill its obligations hereunder.

Section 8. Force Majeure. Neither party shall be held liable for any delay or failure in the performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, including but not limited to, acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, or other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

Section 9. Amendments; Waivers. This Agreement, or any part thereof, or any Attachments hereto or documents referred to herein, may be modified or additional provisions may be added by written agreement signed by or on behalf of both parties. No course of dealing or failure of any party to strictly enforce any term, right, or condition of this Agreement, whether one or more, shall be construed as a waiver of such term, right or condition.

Section 10. Notices and Demands. Except as otherwise provided under this Agreement, all notices, demands or requests which may be given by any party to the other party shall be in writing and shall be deemed to have been duly given on the date delivered in person or deposited, postage prepaid, in the United States Mail, via certified mail, return receipt requested. If personal delivery is selected as the method of giving notice under this Section, a receipt of such delivery shall be obtained. The address to which such notices, demands, requests, elections or other communication may be given by either party may be changed by written notice given by such party to the other party pursuant to this Section.

Section 11. Third-Party Beneficiaries. This Agreement shall not provide any person not a party to the Agreement with any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.

Section 12. Joint Work Product. This Agreement is the joint work product of the parties and, in the event of any ambiguities, no inferences shall be drawn against either party as the drafter of this Agreement.

Section 13. Assignment. Neither party shall assign or nor otherwise transfer any rights or obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld or delayed. Any such assignment without the prior written consent of the other party shall be void. Notwithstanding the foregoing, CenturyTel may, without Customer's consent, assign this Agreement, in whole or in part, to any of CenturyTel's corporate affiliates.

Section 14. Scope of this Agreement and Relationship to Other Documents. The Services and goods provided by CenturyTel are furnished pursuant to CenturyTel's tariffs and all amendments and revisions thereto on file with the public utility commission. The Customer acknowledges an understanding of these tariffs and an understanding that the General Regulations including Conditions of Offering contained in CenturyTel's filed tariffs also apply to the Services provided hereunder. CenturyTel is a regulated public utility and is not bound by any representations or inducements not set forth in its tariffs or this Agreement. Customer acknowledges having read the terms and conditions of this Agreement and agrees to be bound thereby. To the extent that this Agreement, including, but not limited to, any and all applicable tariffs on file with the public utility commission is in conflict with any other prior agreements, oral or written representations, statements, negotiations, understandings or proposals, the terms of this Agreement shall control. The terms contained in this Agreement and any attachment(s) referred to herein, which are incorporated into the Agreement by this reference, constitute the entire agreement between the parties with respect to the subject matter hereof. In the event of a conflict between the Agreement and any attachment(s) referred to herein, the terms of the Agreement shall prevail. In the event of a conflict between this Agreement and any attachment(s) and the applicable tariff(s), the applicable provision(s) of the applicable tariff shall govern and control any such conflict. This Agreement, and the attachments to this Agreement, and the applicable tariffs are the complete agreement of the parties with respect to the subject matter hereof and are in lieu of all prior understandings written or oral. This Agreement and its attachments may not be changed except in a writing signed by both parties.

Section 15. Facsimile Signatures. In lieu of a request by either party for an original signature, each party to this Agreement agrees to accept a facsimile signature on behalf of the other party as an original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement by their duly authorized representatives on the dates set forth beneath the signatures of each.

Ct Of Midwest - Kendall

By:  _____

Printed Name: Ron Garrison

Title: Sales Manager

Date: August 5, 2010

County Of Marinette

By: _____

Printed Name: _____

Title: _____

Date: _____

Schedule A

Equipment and Services

Product Name	Quantity	Sales Price	Total Price
PRI Access Line 60 Month	2	\$608.98	\$1,217.90

Payment for Services

Term Payment Plan: 60 Months

Monthly Charges: \$1,217.90

Pricing does not include Subscriber Line Charge or applicable taxes

CenturyTel Large Customer Discount Package Agreement

BAN: 301525991

This CenturyTel Large Customer Discount Package Agreement, including any attachments hereto (collectively, the "Agreement") is made and entered into, this 5th day of August, 2010 ("Effective Date"), by and between County Of Marinette ("Customer"), and CenturyTel Service Group, LLC, on behalf of itself and its applicable operating affiliate(s) (collectively, "CenturyTel").

1. Large Customer Discount Package.

1.1 Discount. CenturyTel hereby grants Customer a **ten percent (10%)** discount ("Discount") off CenturyTel's standard Monthly Recurring Charges for the Discount Eligible Services to which Customer has subscribed as of the Effective Date of this Agreement and/or to which Customer may subscribe during the Term of this Agreement. The Discount shall commence with Customer's first complete billing cycle during the Term of this Agreement. No prorated Discounts will be applied for partial billing cycles. The Discount cannot be combined with any other discount received from CenturyTel or any CenturyTel affiliate. The Discount shall not exceed \$2,000 in any given calendar month. For purposes of this Agreement, "Monthly Recurring Charges" or "MRC" shall mean the base monthly recurring charges as listed in the applicable CenturyTel tariff, service agreement, and/or pricing guide, minus the following: non-recurring charges, toll, applicable taxes, governmental/regulatory surcharges and fees (including, without limitation, End User Common Line Charges, Subscriber Line Charges, Presubscribed Interexchange Carrier Charges, Local Number Portability Charges, and Universal Service Fund Surcharges), late fees, and any other similar charges – all as calculated and determined in CenturyTel's sole discretion. Further, MRC shall exclude: (i) any and all resale products and Services, including, without limitation resale private line services; and (ii) all monthly recurring charges to the extent that such monthly recurring charges are incurred by Customer for usage (e.g., local, long distance, and conference calling).

1.2 Discount Eligible Services. For purposes of this Agreement, "Discount Eligible Services" shall mean the following CenturyTel service(s) to which Customer has subscribed as of the Effective Date of this Agreement and/or to which Customer may subscribe during the Term of this Agreement:

- (a) *Voice Access Services:* B1, Centrex, KEY, PBX, ISDN PRI and BRI, and DTS trunk circuits; recurring (non-usage-based) calling plan packages (e.g., EAS, ECC, ECP, MCA, LOS and OCP);
- (b) *Voice Access Features:* Hunting, Voicemail, Caller ID, 3-way Calling, Call Forwarding, Speed Calling, Call Waiting, and recurring DID Charges including charges for blocks of numbers; and
- (c) *Data Services:* DSL, DIA, Frame Relay, Ethernet, and Private Line circuits as well as Monthly Recurring Charges for Managed CPE Services and Managed IP VPN Services.

Notwithstanding the foregoing and/or any provision to the contrary herein contained, Customer acknowledges and agrees that CenturyTel, in its sole discretion, shall determine whether the service(s) to which Customer subscribes constitutes a Discount Eligible Service(s). Customer further acknowledges and agrees that CenturyTel may, from time to time, add certain services to the list of Discount Eligible Services. In the event of such addition, CenturyTel will use commercially reasonable efforts to notify Customer within thirty (30) days of the effective date of addition.

1.3 Monthly Recurring Revenue Commitment. Customer hereby agrees to a minimum monthly recurring revenue commitment equal to seventy percent (70%) of the total Monthly Recurring Charges for the Discount Eligible Services, which translates into a minimum monthly recurring revenue commitment of \$1,056.85 ("Monthly Recurring Revenue Commitment"). Unless otherwise agreed by the Parties in writing, the Monthly Recurring Revenue Commitment shall remain constant throughout the Term of this Agreement regardless of whether Customer adds and/or cancels Discount Eligible Services following the initial calculation of the Monthly Recurring Revenue Commitment. **If the total Monthly Recurring Charges actually incurred by Customer during any calendar month during the Term of this Agreement is less than the Monthly Recurring Revenue Commitment, CenturyTel will invoice Customer for, and Customer shall be responsible for the payment of, the difference between the Monthly Recurring Revenue Commitment and the total Monthly Recurring Charges actually incurred by Customer during such calendar month.**

2. Term and Termination.

2.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue for a term of **twelve (12)** months ("Term"), unless earlier terminated in accordance with the termination provisions herein contained. Upon the expiration or earlier termination of this Agreement, CenturyTel shall have no obligation to grant any further Discounts even if Customer retains one or more Discount Eligible Services.

2.2 Termination. Customer may terminate this Agreement for convenience, and without penalty, by delivering written notice to CenturyTel within forty-five (45) days of the Effective Date. Either party may terminate this Agreement if the other party has breached any of its warranties or material obligations hereunder and has failed to cure such breach within thirty (30) days of receiving written notice thereof. CenturyTel may also terminate this Agreement immediately upon written notice to Customer if Customer is in breach of any tariff or service agreement with CenturyTel or

any CenturyTel affiliate. Unless otherwise provided by applicable law, tariff, and/or service agreement, Customer must provide not less than thirty (30) days written notice with respect to the termination of any Discount Eligible Service.

2.3 Early Termination Charges. If CenturyTel terminates this Agreement due to Customer's breach (as described in Section 2.2 above) or Customer terminates this Agreement for any reason other than pursuant to Section 2.2 above, Customer shall pay early termination charges equivalent to the Monthly Recurring Revenue Commitment times the number of months remaining in the Term of this Agreement. Customer acknowledges and agrees that CenturyTel's damages would be difficult to ascertain in the event of early termination, and that the foregoing early termination charges constitute liquidated damages as opposed to a penalty. Customer further acknowledges and agrees that nothing herein shall relieve or excuse Customer from the obligation to pay early termination charges for which Customer may be liable pursuant to applicable law, tariff and/or service agreement in connection with the termination or cancellation of any Discount Eligible Service.

3. Limitation of Liability. IN NO EVENT SHALL CENTURYTEL OR ITS PARENT, SUBSIDIARIES, OR AFFILIATES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF REVENUE, OR LOSS OF CLIENTS OR GOODWILL), ARISING IN ANY MANNER FROM THIS AGREEMENT AND/OR THE PERFORMANCE OR NONPERFORMANCE HEREUNDER, REGARDLESS OF THE CAUSE OF ACTION AND REGARDLESS OF WHETHER CENTURYTEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. Miscellaneous.

4.1 Dispute Resolution. To dispute the amount or accuracy of any Discount, Customer must notify CenturyTel in writing no later than thirty (30) days from the last day of the calendar month to which the Discount applies. CenturyTel will not issue credits for any Discount that is not disputed in accordance with the provisions of this Section 4.1. This Agreement and its performance and all disputes between the parties of any nature whatsoever arising out of or in connection with the subject matter hereof shall be governed by the laws of the State of Louisiana, exclusive of its choice of law provisions.

4.2 Confidentiality. Customer acknowledges and agrees that the terms of this Agreement are confidential to CenturyTel, and that Customer will not disclose the terms of this Agreement to any third party except as required by applicable law or regulation. Customer further acknowledges and agrees that money damages would not be an adequate remedy for any breach or threatened breach of this Agreement and that CenturyTel shall be entitled to seek injunctive relief or any other equitable relief to remedy or prevent any breach or threatened breach of this Agreement. Such remedy shall not be the exclusive remedy for any breach or threatened breach of this Agreement, but shall be in addition to all other rights and remedies available to CenturyTel at law or in equity.

4.3 Notices. All notices under this Agreement must be in writing and delivered by a nationally recognized overnight courier service or by certified United States Mail (return receipt requested). All notices to Customer will be sent to Customer's billing address. All notices to CenturyTel are to be sent to CenturyTel Service Group, LLC, Attn: Legal Department, 100 CenturyTel Drive, Monroe, Louisiana 71203 or to any other address of which CenturyTel may notify Customer pursuant to this Section 4.3.

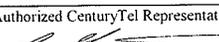
4.4 Assignment; Waiver. Without CenturyTel's prior written consent (which will not be unreasonably withheld or delayed), Customer may not assign or delegate this Agreement, or any of Customer's rights or obligations hereunder. Neither party to this Agreement will be considered to have given up or waived its rights to require strict performance and compliance by the other party unless such party has signed a written agreement or acknowledgement that waives that strict performance and compliance in any instance. Any written waiver in any one instance will not apply to any other or later non-performance or non-compliance by the other party.

4.5 Amendment; Entire Agreement. This Agreement may only be amended by a written document signed by Customer and an authorized representative of CenturyTel. This Agreement contains the parties' entire agreement with regard to the subject matter hereof and supersedes any prior agreements or understandings, whether written or oral, concerning such subject matter.

4.6 Severability. If a court of competent jurisdiction should declare any one provision of this Agreement to be invalid, then the other provisions will remain in effect, and the parties will work in good faith to agree to a replacement provision that has the same or similar intent as the original provision. This Agreement is for the sole benefit of Customer and CenturyTel, and no other persons or entities.

Customer Acceptance

BY SIGNING BELOW, THE PERSON SIGNING ON BEHALF OF CUSTOMER REPRESENTS AND WARRANTS TO CENTURYTEL THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF CUSTOMER AND BIND CUSTOMER TO THIS AGREEMENT. CUSTOMER UNDERSTANDS AND AGREES TO BE BOUND BY THIS AGREEMENT. CUSTOMER AUTHORIZES CENTURYTEL TO OBTAIN BILLING INFORMATION AND CUSTOMER SERVICE REPORTS WITH RESPECT TO CUSTOMER'S TELEPHONE NUMBERS, AS WELL AS CUSTOMER'S CREDIT INFORMATION. THIS AGREEMENT IS ACCEPTED BY CENTURYTEL ON THE DATE INDICATED BELOW.

Authorized Customer Representative Signature	Customer Name and Customer Representative Name (Printed)	Title (Printed)	Date
Authorized CenturyTel Representative Signature 	Authorized CenturyTel Representative Name (Printed) Ron Garrison	Title (Printed) Sales Manager	Date August 5, 2010

Pat Kass

From: Konecny, Mike [Mike.Konecny@schencksc.com]
Sent: Tuesday, August 17, 2010 12:10 PM
To: Pat Kass
Subject: Correction to 2008 Summary Financial Information in ML
Attachments: Marinette County page 4 ML.pdf

Pat,

As previously discussed, an error was made in summarizing the health and dental self-insurance fund revenues in the Summary Financial Information included in the 2008 audit management letter. A total of \$222,135 of Departmental Charges recovered for workers compensation insurance was inadvertently included in the amount reported as health and dental department charges. As a result, the total Departmental Charges were overstated by \$222,135 and accordingly, the ending balance (deficit) was overstated by the same amount.

Since all of the insurance programs of Marinette County are included in one self-insurance fund on the financial statements, there was no error or misstatement in the County's financial statements. To correct the misstatement in the Summary Financial Information of the 2008 management letter, I have attached a corrected page. We apologize for the misinformation. Any further questions, please let me know.

Mike Konecny, CPA

Leader of the Government and Not-for-Profit Team
Schenck SC
2200 Riverside Drive
PO Box 23819
Green Bay, WI 54305-3819
Phone: 920-455-4112
Fax: 920-617-2510
www.schencksolutions.com
mike.konecny@schencksc.com

Our email addresses have changed! The new format is firstname.lastname@schencksc.com.

To ensure compliance with requirements imposed by the IRS, if this email, or any attachment hereto, contains advice concerning any federal tax issue or submission, please be advised that it is not intended or written to be used, and that it cannot be used, for the purpose of avoiding federal tax penalties unless otherwise expressly indicated.

This email is intended for the use of the addressee(s) only and may contain privileged, confidential, or proprietary information that is exempt from disclosure under law. If you have received this message in error, please inform us promptly by reply email, then delete this email and destroy any printed copy. Thank you.

4. Self-Insurance Fund

Not included in the County's governmental funds, is a separate self-insurance internal service fund for 1) employees medical and dental expense 2) workers compensation and 3) property and liability insurance. The self-insurance fund showed a combined surplus for all insurance programs of \$550,352 on December 31, 2008, compared to deficit balances of \$1,447,921 on December 31, 2007 and \$2,008,109 on December 31, 2006.

Included in the combined balance is an accumulated deficit of \$298,478 on December 31, 2008 for employees' medical and dental programs. In 2008 the deficit was significantly reduced from prior years because revenues exceeded expenses by \$1,903,770. A comparative analysis of the medical and dental component of the self-insurance internal service fund for the past four years is shown below:

	2008	2007	2006	2005
Revenues				
Charges to County Departments, employees and retirees for medical and dental insurance premiums	\$ 8,644,645	\$ 7,319,632	\$ 6,263,668	\$ 5,267,203
Stop-loss and other insurance recoveries and discounts	329,427	562,066	440,566	635,075
Total Revenues	8,974,072	7,881,698	6,704,234	5,902,278
Expenses				
Employees health claims	6,368,913	6,872,301	6,520,311	7,012,201
Stop-loss insurance premiums	544,540	490,243	406,903	339,831
Administration	156,849	160,300	155,491	156,427
Total Expenses	7,070,302	7,522,844	7,082,705	7,508,459
Net Income (Loss) Before Transfers	1,903,770	358,854	(378,471)	(1,606,181)
Transfer In	-	-	1,000,000	-
Net Income (Loss)	1,903,770	358,854	621,529	(1,606,181)
Fund Balance (Deficit) - January 1	(2,202,248)	(2,561,102)	(3,182,631)	(1,576,450)
Fund Balance (Deficit) - December 31	\$ (298,478)	\$ (2,202,248)	\$ (2,561,102)	\$ (3,182,631)

We continue to recommend the County review the provisions of its health insurance program with the goal of reducing costs. We are aware that in 2008 the County formed a task force to discuss ways to control costs of the health plan.



MARINETTE COUNTY
**LIMITED TERM EMPLOYEE/PROJECT POSITION EMPLOYEE
 REQUEST FORM**

Complete and Submit to the Finance Director for Funding Approval

Employment Requested:

- Limited Term Employee (599 or less total hours in 12 month period)
- Project Position Employee

Department: Corporation Counsel
 Position Reports to: Corporation Counsel
 Total Hours: 14 work days + 2 Holidays = 16 days
 Pay Rate: \$ starting rate
 Number of Positions: 1

Justification:

Current Legal/Executive Secretary plans to retire 12/27/10. This position is the sole support for the corporation counsel office, thus training time is necessary. Appropriate hire date for new employee is 12/6/10 giving 14 business day training time.

Qualifications

- Specialized
Attach copy of updated job description
- Office/Clerical
Complete the following if applicable:
 Microsoft Excel 2000 – Standard (0-100) _____
 Microsoft Word 2000 – Standard (0-100) _____
 Typing (0-100) _____

If you feel additional testing is required, please list tests along with justification.

Department Head Signature: *[Signature]* 8/25/10

Funding Approval (Finance Director)

NOTE: It is the responsibility of the Department to ensure funding is approved

- Funding is available through Salaries WITHOUT Fringes (Object 112)
- Funding is available through Salaries WITH Fringes (Object 111), Department must obtain signed approval from County Administrator to transfer funds.
- Funding is **NOT** available through Salaries WITHOUT or WITH Fringes, Department must obtain the following:
 1. Signed approval from County Administrator to transfer funds
 2. Signed approval from Governing Committee Chairperson and Governing Committee minutes recommending Personnel Committee creates position and Finance Committee considers budget transfer
 3. Signed approval from Personnel Committee Chairperson or Personnel Committee minutes approving position
 4. Signed approval from Finance Committee Chairperson or Finance Committee minutes approving the transfer of funds
 5. County Board minutes approving position and/or transfer of funds

Account Number: 100-14-51320-111
100-06-51330-111-029

Finance Director: *[Signature]* 8/27/2010

County Administrator: *[Signature]* 8/30/2010

Governing Committee Chair: _____ / / _____

Personnel Committee Chair: _____ / / _____

Finance Committee Chair: _____ / / _____

Department must submit completed form to Human Resources once funding is approved.



Job Title: Legal/Executive Secretary

Department: Corporation Counsel
Position Reports to: Corporation Counsel
Pay Grade Level: 7
FLSA Status: Non-Exempt
Position Status: Full Time

JOB ANALYSIS

Responsibilities include providing paralegal, clerical and administrative support essential to the operation of the department. Additional duties include acting as liaison between employees, department heads, the general public, and Corporation Counsel regarding departmental issues. Furthermore, this position provides general office management and supervises/structures interdepartmental activities.

ESSENTIAL JOB FUNCTIONS

- A. Provide paralegal, clerical and administrative support.
- B. Prepare and maintain legal document files according to legal compliance and efficiency.
- C. Finalize legal information for filing original documents with Clerk of Courts and Register in Probate.
- D. Arrange process service.
- E. Schedule meetings, appointments, court dates and other events within the department.
- F. Monitor, maintain, and order office equipment and supplies.
- G. Request and review information from various departments, agencies, and the general public under the direction of the Corporation Counsel.
- H. Ensure accuracy of legal documents and data within required timelines.
- I. Research, collect and enter data into the computer system or case files.
- J. Track status of individuals under legal contract with the County.
- K. Prepare copies of documents and ensure the delivery to all necessary persons.
- L. Draft and proofread legal documents and various confidential reports including but not limited to letters and memorandums.
- M. Ensure documents comply with departmental, State and Federal regulations.
- N. Complete purchase orders and departmental vouchers.
- O. Record purchases, verify receipts and route necessary information to various departments as required.
- P. Screen and refer telephone calls and inquiries to the proper authority.
- Q. Provide requested information to department heads, employees, the general public and other agencies.
- R. Serve as liaison between general public, judiciary staff and other departments when necessary.
- S. Receive and sort departmental mail and facsimiles.
- T. Coordinate and schedule travel arrangements, conferences and meetings.
- U. Respond to complaints from the general public, county employees and other agencies when necessary.
- V. Instruct Health & Human Services workers regarding forms and procedures.
- W. Schedule meetings, court hearings and other appointments for attorney.

REQUIRED ABILITIES

- A. Maintain security of confidential matters and materials.
- B. Work productively in the absence of or with minimal supervision.
- C. Communicate effectively orally and in writing.
- D. Apply procedures and interpret instructions accurately.
- E. Memorize and retain information over long and short periods of time.
- F. Work efficiently and accurately under time constraints, pressure or emotional strain.
- G. Plan and monitor assigned activities.
- H. Work independently, exercise sound professional judgement, and effectively utilize authority.
- I. Establish and maintain an effective working relationship with department heads, employees, the general public and other agency staff.

- J. Remain calm and levelheaded in difficult, unexpected or emergency situations.
- K. Work in the presence of distractions or under monotonous conditions without significant loss of efficiency.
- L. Possess excellent troubleshooting and problem solving skills.
- M. Explore and research problems.
- N. Prioritize multiple tasks.
- O. Meet scheduled deadlines.
- P. Possess flexibility and ability to shift focus of priorities on short notice.
- Q. Possess working knowledge of general office procedures and equipment.
- R. Utilize Microsoft Office software to complete position duties.

QUALIFICATIONS

- A. Requires an Associates Degree in Administrative Assistance, Legal Secretary or Paralegal program or a closely related field.
- B. Requires four years experience in an Administrative, Legal Secretary or Paralegal position.
- C. Possess working knowledge of Wisconsin law, Statutes and procedures.
- D. Possess and maintain an insurance acceptable driver's license.

ENVIRONMENTAL CONDITIONS OF THE WORKPLACE

- A. Work indoors in a controlled environment.
- B. Deal with hostile situations or unpleasant persons.

PHYSICAL DEMANDS

- A. Requires hand-eye coordination.
- B. Sit for long periods of time.

ADDITIONAL DUTIES

- A. Work outside of normal hours when necessary.
- B. Assume additional administrative responsibilities in the absence of the Corporation Counsel such as prioritizing workload and responding to emergency situations.
- C. Assist in preparation of special projects as assigned.
- D. Assist Corporation Counsel with the creation of departmental programs, policies and procedures.
- E. Assist in preparation and monitoring issues regarding departmental budget.
- F. Perform additional duties as assigned.

THE ABOVE STATEMENTS ARE INTENDED TO DESCRIBE THE GENERAL NATURE AND LEVEL OF WORK BEING PERFORMED BY THE EMPLOYEE ASSIGNED TO THIS POSITION. THEY ARE NOT TO BE CONSTRUED AS AN EXHAUSTIVE LIST OF ALL JOB RESPONSIBILITIES AND DUTIES PERFORMED BY PERSONNEL SO CLASSIFIED.

MARINETTE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER. IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, THE COUNTY WILL PROVIDE REASONABLE ACCOMMODATIONS TO QUALIFIED INDIVIDUALS WITH DISABILITIES AND ENCOURAGE BOTH PROSPECTIVE AND CURRENT EMPLOYEES TO DISCUSS POTENTIAL ACCOMMODATIONS WITH MARINETTE COUNTY WHEN NECESSARY.

Prepared: 11/01
 07/10 Revised with 2010 Department Head Performance Appraisal
 County Administrator Determined no Substantial Changes
 Approved: 08/10/2010

PROPOSAL FOR:
Corporation Counsel Legal Secretary to Start 12/6/10
(16 Day Overlap with Current Employee Retirement)

	2010 Starting Rate	16 Days 8 Hrs/Day	Salary	7.65% Social Security	11.00% Retirement	0.17% Worker's Comp	Total
Legal Secretary	\$ 19.89	128	\$ 2,546	\$ 195	\$ 280	\$ 4	\$ 3,025

	6 Mo Rate	16 Days 8 Hrs/Day	Salary	7.65% Social Security	11.00% Retirement	0.17% Worker's Comp	Total
Legal Secretary	\$ 20.45	128	\$ 2,618	\$ 200	\$ 288	\$ 4	\$ 3,111

	12 Mo Rate	16 Days 8 Hrs/Day	Salary	7.65% Social Security	11.00% Retirement	0.17% Worker's Comp	Total
Legal Secretary	\$ 21.07	128	\$ 2,697	\$ 206	\$ 297	\$ 5	\$ 3,205

10 % Child Support
90 % Corp Counsel

2010
MARINETTE COUNTY FINANCE DEPARTMENT
BUDGET TRANSFER FORM

Entry#:	
Date Posted:	
Current Date:	
Initials	

Department: Corporation Counsel Date: 8/27/10

Transfer From:

Account Number:	Object Code Description	Amount of Transfer	Budget Amount	Remaining Balance
100 - 00 - 34291 - - -	Contingency	\$ 3,205.00		
- - - - -				
- - - - -				
- - - - -				
- - - - -				
- - - - -				
- - - - -				
		\$ 3,205.00		

Transfer To:

Account Number:	Object Code Description	Amount of Transfer	Budget Amount	Remaining Balance
100 - 14 - 51320 - 111 - -	Salaries	\$ 2,427.30	\$ 104,088.00	\$ 35,173.35
- - - - 151 - -	Social Security	\$ 185.40	\$ 8,003.00	\$ 2,731.04
- - - - 152 - -	Retirement	\$ 267.30	\$ 11,508.00	\$ 3,927.36
- - - - 159 - -	Workers Comp	\$ 4.50	\$ 178.00	\$ 60.86
- - - - - - -				
100 - 06 - 51330 - 111 - 29	Salaries	\$ 269.70	\$ 83,743.00	\$ 45,688.71
- - - - 151 - 29	Social Security	\$ 20.60	\$ 6,421.00	\$ 3,509.83
- - - - 152 - 29	Retirement	\$ 29.70	\$ 9,265.00	\$ 5,079.00
- - - - 159 - 29	Workers Comp	\$ 0.50	\$ 143.00	\$ 78.34
		\$ 3,205.00		

Explanation: Transfer contingency funds to cover position training prior to retirement.
(Funding up to a maximum of \$3,205 depending on salary of new employee.)
(Salary allocation: 90% Corporation Counsel, 10% Child Support)

FOR FINANCE USE ONLY

DOES TRANSFER "FROM ACCOUNT" INVOLVE CONTINGENCY FUNDS?

Yes No

Level of Approval: _____ Date _____

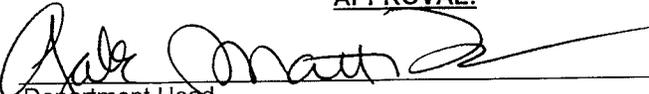
Administrator _____

Governing Committee _____

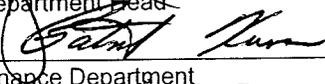
Finance Committee _____

County Board _____

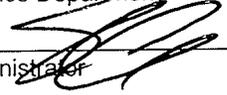
APPROVAL:



 Department Head



 Finance Department



 Administrator



MARINETTE COUNTY
**LIMITED TERM EMPLOYEE/PROJECT POSITION EMPLOYEE
 REQUEST FORM**

Complete and Submit to the Finance Director for Funding Approval

Employment Requested:

- Limited Term Employee (599 or less total hours in 12 month period)
- Project Position Employee

Department: Finance
 Position Reports to: Finance Director
 Total Hours: Up to 147 Hours
 Pay Rate: \$ 15.79
 Number of Positions: 1

Justification:

This position will fill in for the Accounting Coordinator for a FMLA. Funding is available in SALARIES without fringes, but this funding was originally approved for the Interim Finance Director work with the City of Marinette. This request is being handled as ^{an} "Funding is Not Available" because of the change in the purpose ~~of~~ the LTE.

Qualifications

- Specialized
Attach copy of updated job description
- Office/Clerical
Complete the following if applicable:
 Microsoft Excel 2000 – Standard (0-100) _____
 Microsoft Word 2000 – Standard (0-100) _____
 Typing (0-100) _____

If you feel additional testing is required, please list tests along with justification.

Department Head Signature: *Robert Hana* 8/27/2010

Funding Approval (Finance Director)

NOTE: It is the responsibility of the Department to ensure funding is approved

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 1. Signed approval from County Administrator to transfer funds
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 3. Signed approval from Personnel Committee Chairperson or Personnel Committee minutes approving position
 4. Signed approval from Finance Committee Chairperson or Finance Committee minutes approving the transfer of funds
 5. County Board minutes approving position and/or transfer of funds

Account Number: 100-04-51510-112
 Finance Director: *Robert Hana* 8/30/10
 County Administrator: *[Signature]* 8/31/10
 Governing Committee Chair: / /
 Personnel Committee Chair: / /

**2010 PROPOSAL FOR:
FINANCE DEPARTMENT - LTE**

	2010 Rate	Hours	SALARY	7.65% SOCIAL SECURITY	11.00% RETIREMENT	0.17% WORKER'S COMP	TOTAL
LTE - GRADE SIX	\$ 15.79	147	\$ 2,321	\$ 178	\$ 255	\$ 4	\$ 2,758
			\$ 2,321	\$ 178	\$ 255	\$ 4	\$ 2,758

Marinette County, WI Movie Tour Book Agreement

CGI Communications, Inc.
130 East Main Street, 8th Floor
Rochester, NY 14604
800-398-3029 phone
866-429-8611 fax

Contact Name: Steven A. Corbeille
Title: County Administrator
Address: 1926 Hall Ave.
County, State, Zip: Marinette, WI 54143
Phone: 715-732-7406
Email: scorbeille@marinettecounty.com
Website: www.marinettecounty.com

This agreement is between CGI Communications, Inc. and the County of Marinette and shall remain in effect from the date it is signed by both parties until the third anniversary of the date that the completed and approved County Movie Showcase is made available for viewing via a link on the www.marinettecounty.com -website homepage for viewer access. ~~The term of this agreement shall automatically renew unless either party gives 60 days written notice of termination or modification prior to expiration.~~

CGI Communications, Inc. and its eLocalLink division shall provide a County Movie Showcase as follows:

- Website Welcome video from your County Manager or other civic leader and an Education, Quality of Life, and Real Estate/Relocation video (approx. 1 minute in duration)
- Up to 3 additional videos to showcase various aspects of your County and/or organization (providing a total of seven 1 minute County highlight videos)
- Script writing and video content consultation
- A videographer will come to your location to film videos
- All aspects of video production and editing, from raw footage to final video including professional voiceovers and background music
- Final draft of County Movie Showcase content subject to your approval
- Patent-pending OneClick™ Technology and encoding of all videos into multiple streaming digital formats to play on all computer systems, browsers, and Internet connection speeds; recognized player formats include WindowsMedia® and QuickTime®
- Store and stream all videos on CGI's dedicated server
- Business sponsors allowed on the perimeter of video panels
- Duration of sponsor participation will be one year and eLocalLink is solely responsible for annual sponsorship fulfillment including all related aspects of marketing, production, printing, and distribution
- Viewer access of the County Movie Showcase from your website shall be facilitated by eLocalLink providing HTML source code for graphic link to be prominently displayed on the www.marinettecounty.com website homepage
- eLocalLink will own copyrights of the master County Movie Showcase
- The County of Marinette will assume no cost or liability for this project

Program Add-On if signed and received by ~~July 2, 2010~~ October 2, 2010:

- SmartTrack™ measurement and trackability

The County of Marinette, WI US shall provide the following:

- A letter of introduction for the program on your organization's letterhead to be distributed by eLocalLink
- Assist with the content and script for the County Movie Showcase
- Agrees to give eLocalLink the right to use organization's name in connection with the preparation, production, and marketing of the program set forth herein only
- Agrees to display the "Coming Soon" graphic link prominently on the www.marinettecounty.com website homepage within 10 business days of receipt of HTML source code
- Agrees to display the "Video Tour Book" link to be no less than 150 by 400 pixels prominently on the www.marinettecounty.com website homepage for the term of this agreement
- In the event contract signatory changes, the County of Marinette agreement shall remain valid until the agreed upon expiration date
- Provides eLocalLink exclusive streaming video rights for the program described herein only

We, the undersigned, understand the above information and have full authority to sign this agreement.

The County of Marinette, WI US

Signature: _____

Name (printed): Kathy Brandt

Title: County Clerk

Date: _____

CGI Communications, Inc.

Signature: Nicole Rongo

Name (printed): Nicole Rongo

Title: Marketing Manager

Date: 06/22/10

Marinette County, WI Movie Tour Book Agreement

CGI Communications, Inc.
130 East Main Street, 8th Floor
Rochester, NY 14604
800-398-3029 phone
866-429-8611 fax

Contact Name: Steven A. Corbeille
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Address: 1926 Hall Ave.
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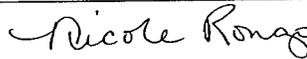
We, the undersigned, understand the above information and have full authority to sign this agreement.

The County of Marinette, WI US

CGI Communications, Inc.

Signature:

Signature:



Name (printed): Kathy Brandt

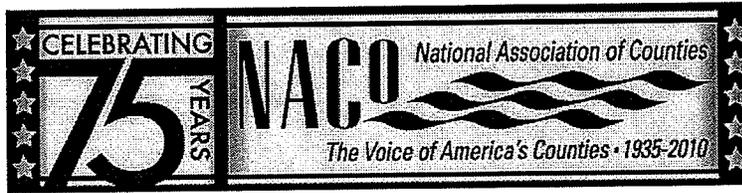
Name (printed): Nicole Rongo

Title: County Clerk

Title: Marketing Manager

Date:

Date: 06/22/10



Dear Public Administrator:

The National Association of Counties (NACo) is pleased to introduce our newest Premier Corporate Member, CGI Communications, Inc. CGI provides a myriad of multimedia promotional programs designed to showcase, educate and inform the public about your community and all it has to offer your residents, businesses and visitors.

CGI Communications can provide these services at no cost to your county. The Multimedia videos produced can highlight things such as:

- Economic development opportunities designed to attract businesses to your county
- Real estate and relocation services
- Area recreational activities available to your citizens and visitors
- History and culture of your area
- Healthcare options

CGI can work with any departments or agencies within your county to custom-design the marketing and educational needs of your county.

We are pleased to introduce you to CGI Communications and encourage you to learn more about their program. A representative from CGI will be contacting you shortly to discuss how they can assist you in expanding your marketing and communication efforts. Please contact Marketing Manager Nicole Rongo, at nicoler@cgicomcommunications.com or (800) 398-3029 x203 for more information about CGI's services. You may also contact Nancy Parrish on my staff at 202 661-8824 or naparrish@naco.org with any questions you have.

Sincerely,

A handwritten signature in black ink that reads "Amy E. Nacker".

Executive Director
National Association of Counties