



MARINETTE COUNTY TOURISM ALLIANCE COMMITTEE
FINANCE COMMITTEE MEETING
THURSDAY, OCTOBER 15, 2009 – 12 P.M.
PESHTIGO M&I BANK – 120 N. EMERY ST. – PESHTIGO, WI

Committee Members Present: Chair Renee Kresl, Vice Chair Ken Casper, Peggy Hansen, Jon Kukuk

Committee Members Absent & Excused: Amy Shaffer

Others Present: Jamie Darge, Tourism Director

1. CALL TO ORDER

The meeting was called to order by Chair Kresl at 12:02p.m.

2. AGENDA

MOTION (Casper/Hansen) to approve the agenda. Motion carried. No negative votes.

3. MINUTES OF APRIL 23, 2009

MOTION (Casper/Hansen) to approve the meeting minutes as presented. Motion carried. No negative votes.

4. RENEWAL OF MARKETING SERVICES AGREEMENT WITH BOOMERANG MARKETING

Discussion included the pricing structure having no limit in regards to charges incurred by Boomerang Marketing and the need for the Marketing Committee to keep a close eye on invoiced charges to stay within the budget.

MOTION (Casper/Hansen) to approve the agreement. (Attachment A)

5. QUESTIONS AND CHANGES TO THE CO-OP MARKETING GUIDELINES FROM CORPORATION COUNSEL

Discussion to change the document as Corporation Counsel has recommended. Changes were made and the document was forwarded back to Corporation Counsel for final approval. No action taken. (Attachment B)

6. REIMBURSEMENT OF UP TO \$1521 TO LEON POPP FOR ATTENDING THE GREEN BAY AND MILWAUKEE SNOWMOBILE USA TRADE SHOWS

MOTION (Kresl/Casper) to approve reimbursing Leon Popp for the 50/50 sponsorship of the Snowmobile USA show of \$1146.50 maximum, based on actual receipts and documented expenses. Motion carried. No negative votes.

MOTION (Kresl/Casper) if Oconto County does not pay their share of the \$750 sponsorship, Tourism Alliance agrees to pay \$375. Motion carried. No negative votes.

7. FUTURE AGENDA ITEMS

- Co-op Guidelines
- Trade Show Guidelines
- Chamber Contract – (1st quarter of 2010)

8. NEXT MEETING DATE AND PLACE

To be determined.

9. ADJOURN

MOTION (Casper/Hansen) to adjourn the meeting at 1:22p.m. Motion carried. No negative votes.

**Attachments that may be noted above are available for public viewing by contacting Marinette County Tourism at 800-236-6681.*

Jamie Darge
Marinette County Tourism Director
October 15, 2009

Tourism Alliance Finance Committee Meeting
Thursday, October 15, 2009
Page 2 of 2

Attachment A

Letter of Agreement Marinette County Tourism

This agreement, entered into on or around October 1, 2009 between Marinette County Tourism of 1926 Hall Ave. Marinette, WI 54143 (herein called "Client"), and Geoglyphics, LLC dba Boomerang Marketing, with office at E3680 Onota St., Chatham, MI 49816 (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, Boomerang 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: Boomerang 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 Boomerang Marketing Schedule of Charges. Boomerang 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: Boomerang Marketing, PO Box 47, Chatham, MI 49816

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
P.O. Box 47
Chatham, MI 49816
906-439-5919

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 sixty (60) 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. Boomerang 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: _____
Boomerang Marketing, Karen Widmar
President & CEO

Date: _____

Boomerang Marketing Schedule of Charges

Service	Regional	Non profit
Graphic Design	\$95	\$85
Creative Services	\$95	\$85
Account Management	\$85	\$75
Web Site Design	\$95	\$85
Web Programming	\$85	\$75
Web Maintenance	\$85	\$75
Multi-media Production (PPTs, DVDs, CDs)	\$95	\$75
Copywriting / Editing	\$85	\$75
Meetings	\$85	\$75
Marketing Consulting/Strategic Planning	\$125	\$95
Marketing Plan Development, Market Research	\$125	\$95
Video Taping & Production (2 person crew)	\$165	\$145
Video Taping & Production (1 person crew)	\$95	\$85
Video pre & post Production & Editing	\$85	\$75
Photography	\$75	\$75
Event Coordination	\$75	\$65
Travel Time	\$55	\$45
Support / Mailing Services	\$45	\$35
Mileage	.49/mile	.43/mile

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.



Attachment B

MARINETTE COUNTY TOURISM ALLIANCE COMMITTEE CO-OP MARKETING GUIDELINES

***The term "applicant" refers to any organization, business or person including the Marinette County Tourism Alliance Committee requesting a co-op partnership.*

- 1.) An applicant or representative of the media outlet must present a full report to the Marinette County Tourism Alliance Committee on what the partnership will include. (i.e. ATV Illustrated TV show)
- 2.) An applicant must provide the written agreement to the Marinette County Tourism Alliance Committee no later than one quarter BEFORE the contract due date.
- 3.) Complete sponsorship funds on the part of the applicant must be included with the written agreement (check enclosed). For multi-year contracts, funds will be collected as required by the contractual agreement.
- 4.) The contract the applicant is seeking partnership for MUST benefit Marinette County Tourism. This may be a radio show and/or advertisement, television show and/or advertisement, print advertisement and/or editorial, or other promotional avenues as approved by the Marinette County Tourism Alliance Committee.
- 5.) After approving the MCTAC CO-OP Marketing Agreement and receiving the applicants' funds, the Marinette County Tourism Alliance Committee will supply payment, as required by the contract, and the signed contract back to the media outlet.



MARINETTE COUNTY TOURISM ALLIANCE COMMITTEE CO-OP MARKETING AGREEMENT

This agreement is a written contract made this _____ day of _____, 2009 between _____ and the Marinette County Tourism Alliance Committee. This agreement is for the purpose of sponsoring funds for profiling Marinette County in advertising and promotional efforts.

As a sponsoring partner, my responsibilities will be to supply \$ _____ to the Marinette County Tourism Alliance Committee.

My sponsorships total investment will equal \$ _____. The Marinette County Tourism Alliance Committee will sponsor \$ _____, for a total partnership of \$ _____. I have enclosed a check for \$ _____.

This co-op agreement is valid for _____ years and will expire on _____.

Signed: _____

Dated: _____

Signed: _____

Dated: _____

On behalf of the Marinette County Tourism Alliance Committee