



Board of County Commissioners Agenda Request

2P
Agenda Item #

Requested Meeting Date: June 28, 2022

Title of Item: Accept Contract: Communications Project- Strateligent

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
Submitted by: Mark Jeffers		Department: Administration
Presenter (Name and Title): Mark Jeffers, Economic Development Coordinator		Estimated Time Needed:
Summary of Issue: <p>The Board of Commissioners previously awarded the RFP to Strateligent as the communications consultant for the Economic Development Tourism and Recreation marketing plan on May 10, 2022.</p> <p>The scope of this project is to produce an Economic Development Tourism and Recreation Marketing Plan that will establish and execute the County and partner organizations' vision and promote the County's resources of recreation, tourism and quality of life.</p> <p>This contract has been reviewed and approved by the County Attorney.</p>		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion: Approval to accept the contract Strateligent as the communications consultant for the Economic Development Tourism and Recreation marketing plan and authorize Mark Jeffers, Economic Development Coordinator, to administer and execute this contract.		
Financial Impact: Is there a cost associated with this request? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No What is the total cost, with tax and shipping? \$ Is this budgeted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>Please Explain:</i>		

Legally binding agreements must have County Attorney approval prior to submission.



Creative Services Agreement

Aitkin County Economic Development through
Quality of Life Communication Plan
Aitkin County
Aitkin, MN (USA)

Stratelligent LLC. – CREATIVE SERVICES AGREEMENT (The "Agreement") Aitkin County – 307 2nd St NW, Room 310 Aitkin, MN 56431

AGREEMENT dated Thursday, June 16th, 2022 by and between Stratelligent, LLC, a Minnesota Limited Liability Company (hereinafter referred to as "Stratelligent") and Aitkin County (hereinafter referred to as the "Client").

1. **Services.** The Client hereby retains Stratelligent, and Stratelligent hereby agrees, to perform media services in accordance with the terms and conditions set forth herein. The specific services that are being provided by Stratelligent for the Client are noted within this contact under point (4) Creative Service Deliverables and Fees.

2. **Term.** The term of this Agreement shall commence on June 16th, 2022 and continue through June 15th, 2023 (12 months) or the date on which Client utilizes the 280 hours of service budgeted in this Agreement, whichever comes later.

3. **Creative Services.** Client agrees to pay services rendered from the payment schedule as detailed below as a retainer for anticipated fees and expenses.

This agreement includes a budget of up to Two Hundred Eighty (280) hours total.

4. Creative Service Deliverables and Fees.

Aitkin County Economic Development through Quality of Life Communication Plan 40 hours \$10,000.00

This is the necessary work to unify the County as a whole upon a single plan of action in terms of economic development.

- 1) Input sessions with Aitkin County economic development stakeholders
 - a) Cities, townships
 - b) Chambers
 - c) Recreation user-groups (ATV, Snowmobile, Fishing, Cycling, Birding, etc)
 - d) Aitkin Growth, major employers
 - e) IRRR
 - f) Elected officials (county/state/federal)
 - g) Local residents with influencing potential
- 2) Creation of the Aitkin County Economic Development through Ecotourism/Quality of Life:
 - a) Positioning statement
 - b) Elevator speech
 - c) Tagline
 - d) Communication plan

Aitkin County Economic Development Website 120 hours \$15,000.00

- 1) See page 4 for sample microsite page content
- 2) Organic SEO (Search Engine Optimization) to have the ability to be found via Google searches for jobs/economic opportunity in Minnesota

Aitkin County Economic Development :30 Video - Motorized Trails (ATV/UTV-Summer & Snowmobile-Winter) 40 hours \$5,000.00

- 1) To be used on Aitkin County economic development website, to also provide to regional stakeholders to use in their tourism, workforce recruitment strategies
- 2) Price contingent on our existing Aitkin County clients allowing us to use our existing footage on this new project

Aitkin County Economic Development :30 Video - The Water (Lake Mille Lacs, Big Sandy, Cedar Lake) 40 hours \$5,000.00

- 1) To be used on Aitkin County economic development website, to also provide to regional stakeholders for use in tourism and workforce recruitment strategies
- 2) Price contingent on our existing Aitkin County clients allowing us to use our existing footage on this new project

Aitkin County Economic Development :30 Video - Our World River, Our Wildlife Reserve, Our State Park

40 hours \$5,000.00

- 1) To be used on Aitkin County economic development website, to also provide to regional stakeholders for use in tourism and workforce recruitment strategies
- 2) Price contingent on our existing Aitkin County clients allowing us to use our existing footage on this new project

Client shall pay Stratelligent as follows:

Due July 15th, 2022:	\$3,333.33
Due August 15th, 2022:	\$3,333.33
Due September 15th, 2022:	\$3,333.33
Due October 15th, 2022:	\$3,333.33
Due November 15th, 2022:	\$3,333.33
Due December 15th, 2022:	\$3,333.33
Due January 15th, 2023:	\$3,333.33
Due February 15th, 2023:	\$3,333.33
Due March 15th, 2023:	\$3,333.33
Due April 15th, 2023:	\$3,333.33
Due May 15th, 2023:	\$3,333.33
Due June 15th, 2023:	\$3,333.37

Timeline

- 1) Aitkin County Economic Development through Ecotourism/Quality of Life Communication Plan
 - Target Completion Date: August 7 (Contingent on input meeting schedule)
- 2) Aitkin County Economic Development Website
 - Target Completion Date: October 30
- 3) Aitkin County Economic Development :30 Video - Motorized Trails (ATV/UTV-Summer & Snowmobile-Winter)
 - Target Completion Date: September 18
- 4) Aitkin County Economic Development :30 Video - The Water (Lake Mille Lacs, Big Sandy, Cedar Lake, Hill Lake; example only)
 - Target Completion Date: September 9
- 5) Aitkin County Economic Development :30 Video - Our World River, Our Wildlife Reserve, Our State Park
 - Target Completion Date: October 30

All production expenses such as printing, mailing, advertising insertion, are not included within this retainer and will be billed additionally as produced. Stratelligent will gain client approval on all production expenses in addition to this creative services agreement.

5. Expenses. Client is responsible for payment of all expenses incurred in advertising, distribution, and all out-of-pocket costs. Client agrees to pay all expenses relating to Media Services provided. Stratelligent will gain client approval on all production expenses in addition to this creative services agreement. This may include publication costs, advertising expenses, development expenses, and all expenses associated with the Media Services to be provided. Client understands and agrees that Stratelligent is not responsible for costs and expenses during the development, creation, use or production of the Media Services. Client agrees to pay all such anticipated costs and fees in advance to Stratelligent. Under most circumstances, Stratelligent will set up production billing to go directly to the client. Client will only pay for those additional expenses for which Stratelligent has obtained prior approval from the Client.

6. Deliverables. Two Hundred Eighty (280) hours of Stratelligent’s creative services are budgeted for Client’s projects. These creative services include, but are not limited to, strategic consulting, creative conception, project management, art direction, graphic design, media direction (advertising contracts and the distribution of ad media), web development within WordPress, copywriting, search engine copywriting, social media consultation, and public relations content creation and story pitching related to the communication and identity plan for the client.

7. **The Client's Acknowledgment, Confirmation and/or Approval.** If required, the Media Services provided may be confirmed, acknowledged and/or approved by the Client through email, mail and other forms of communications. Unless otherwise specified, approval is presumed if production is initiated. Also, the Client specifies the following persons as authorized to acknowledge, confirm or approve the Media Services agreed upon herein:

_____(Initial Here) Mark Jeffers

8. **Independent Contractor Status.** Stratelligent and the Client agree that Stratelligent is an independent contractor and shall not be treated for any purpose as an employee.

9. **Non-Solicitation and No-Hire.** Client understands that Stratelligent has time, energy, and money invested in the training and advancement of Stratelligent's employees. Client also understands that Stratelligent's employees are subject to non-compete agreements. Client agrees to not solicit or retain any Stratelligent employee/consultant on a full-time, part-time, project-wise, or in any other capacity as an independent contractor, employee, or consultant, within one (1) year after signing this Agreement. Notwithstanding the foregoing, Client may retain a Stratelligent employee with the express written consent of Stratelligent.

10. **No Guarantee as to Results.** Stratelligent believes that it provides the highest quality media services. Stratelligent will work hard to maintain its reputation to provide the Client with quality media services. However, Stratelligent does not represent or guarantee the volume, quantity, results or response from the media services provided. Stratelligent makes no warranties, all warranties, express and implied, are expressly disclaimed.

11. **Excuse from Performance.** Stratelligent will do its best to provide quality Media Services in a timely fashion. However, if there is sickness, disability, Court order, problem with delivery of media services (subcontractors) lack of payment, or other event that would reasonably delay the completion of the Media Services, Client agrees that Stratelligent will not be held responsible for delays.

12. **Terminating the Agreement.** The Client may by written notice, terminate this Agreement in the event of untimely work or missed submission deadlines by Stratelligent. Stratelligent shall have a right to cure such breach within 15 days of receipt of written notice. At the time of this contract being terminated the total hours rendered by Stratelligent versus the hours paid by the client will either be invoiced in full (if hours rendered exceeds hours paid), or refunded to the client (if hours rendered are under the hours that have been paid).

13. **Licensed Photography and Artwork:** Stratelligent is licensed to use photography and artwork through Getty Images. The license agreement with Getty Images precludes the use of the photography/artwork by non-licensed persons. The Client understands that the photography and artwork cannot be used without the authorization or permission of Stratelligent, as permitted by its license. The Client understands that the Media Services may include photography/artwork of Getty Images. If photography/artwork is used in the Media Services, client agrees and understands that the redistribution (after completion of the Media Services) without the consent/permission of Stratelligent in accordance with the license granted to Stratelligent is not permitted. At no time will Stratelligent have the ability to transfer the actual digital file of a Getty Images photo or illustration to the client as this would be against the license rights of the image. At any time, the client may purchase the licensing rights to a Getty Images photo or illustration and an additional cost if they would like to use the photo on their own behalf outside of Stratelligent.

14. **Indemnify and Hold Harmless.** Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, to hold harmless, and to defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims, or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants, or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Contract.

15. **Collection:** The Client promises to pay all costs of collection, including but not limited to reasonable attorneys' fees, paid or incurred by Stratelligent on account of such collection, whether or not suit is filed with respect thereto and whether such costs or expense is paid or incurred, or to be paid or incurred, prior to or after the entry of judgment.

16. Miscellaneous.

a. Complete Agreement. This Agreement contains the entire agreement among the parties, superseding in all respects any and all prior oral or written agreements or understandings pertaining to the subject matter hereof and transactions contemplated hereby.

b. Waiver. No waiver by either party of any condition, or of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further and continuing waiver of any such condition or breach or a waiver of any other condition or breach of any other term or covenant of this Agreement.

c. Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

d. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld). Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

e. Governing Law. This Agreement shall be governed, enforced and construed under the laws of the State of Minnesota.

f. Severability. If any provision of this Agreement is held by a court to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

By: Mark Jeffers
Its: Aitkin County
307 2nd St NW, Room 310
Aitkin, MN 56431

By: Aaron Hautala
Its: Stratelligent, LLC
22632 Agate Shores Road
Deerwood, MN 56444



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/16/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Baxter Insurance Group of Agents, LLC 8374 Brandon Road Baxter MN 56425	CONTACT NAME: Lisa Schueller PHONE (A/C, No, Ext): (218) 855-0331 E-MAIL ADDRESS: lisas@baxterinsurancegroup.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: WEST BEND MUT INS CO	NAIC # 15350
INSURED Red House Media, LLC 22632 Agate Shores Rd Deerwood MN 56444-6262	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDSUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		1254306	06/05/2022	06/05/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		1254306	06/05/2022	06/05/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		1254306	06/05/2022	06/05/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	1254309	06/05/2022	06/05/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

Economic Development, Aitkin Co Economic Dev Coordinator 307 - 2nd Street NW Rm 316 Aitkin MN 56431	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Darrell Pulak
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