

JOINT EFFORT MARKETING (JEM) GRANT AGREEMENT
between the
WISCONSIN DEPARTMENT OF TOURISM
and the
WISCONSIN WATERFOWL ASSOCIATION

This agreement is entered into pursuant to s. TOUR 1.06, of the Wisconsin Administrative Code by and between the Wisconsin Department of Tourism ("the Department") and the Wisconsin Waterfowl Association, Federal Employee Identification Number: 39-1463462 ("the Recipient").

WHEREAS, the Recipient has applied to the Department for assistance under the Joint Effort Marketing (JEM) Grant Program to pay for eligible advertising and marketing costs necessary to undertake a tourism project consistent with the program requirements specified in s.41.17 Statutes and CH. TOUR 1 Wis. Adm. Code, and

WHEREAS, the Department, relying upon representations in the Recipient's application, shall provide a grant of up to \$39,250.00, to the Recipient under the terms and conditions specified in this agreement,

THEREFORE, based upon the mutual promises contained in this agreement, the Department and Recipient agree as follows:

I. REPRESENTATIONS AND WARRANTIES

The Recipient hereby represents and warrants that:

- A. It is a non-profit entity duly organized, validly existing and in good standing under the laws of the State of Wisconsin, and it has complied with all conditions prerequisite to doing business in Wisconsin;
- B. It has the power and authority to carry on its business as now conducted in the State of Wisconsin;
- C. It is qualified to do business in every jurisdiction in which the nature of its business makes such qualifications necessary;
- D. It is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it;
- E. It has authorized its signatory hereto to bind it with respect to all terms and conditions in this agreement;
- F. All of the promises and representations in the Recipient's JEM Grant application, and any other documents submitted subsequent thereto are truthful and accurate as of the date of this agreement; and
- G. The Recipient's warranties and representations shall survive the execution and delivery of this agreement.

II. SCOPE OF SERVICES TO BE PROVIDED BY THE RECIPIENT

Now coming into its fourth year, the Waterfowl Hunters EXPO is a family-friendly celebration of all things waterfowling; offering youth and dog activities, women-focused events, art and carving contests, hundreds of retail exhibitors, topical seminars, the state duck and goose calling contests, and much more. For the initial 4 years the event was a one-day, the EXPO will be expanding to 2 days (August 22 and 23, 2025) in 2025 requiring additional marketing to achieve its goals. This is a Year 1 Existing Event JEM grant.

Promotional Budget

	<i>JEM Dollars</i>	<i>Recipient Dollars/In-Kind</i>	<i>Total Dollars</i>
<u>Billboard</u>			
Digital Billboard - targeting the Fox Valley Area corridors	7,500.00	0.00	7,500.00
Total Billboard	\$7,500.00	\$0.00	\$7,500.00
<u>Design</u>			
Content creative, messaging, brand reputation	7,500.00	6,500.00	14,000.00
Key vendor - creation of 15 sec promotional clips - digital, newsletter, email	750.00	250.00	1,000.00
Total Design	\$8,250.00	\$6,750.00	\$15,000.00
<u>Digital</u>			
Each Digital ad campaign will focus on specific marketing event	6,500.00	0.00	6,500.00
Total Digital	\$6,500.00	\$0.00	\$6,500.00
<u>Print Media</u>			
Partnership with Wisconsin Outdoor News	0.00	5,000.00	5,000.00
Partnership with Wildfowl Carving Magazine	0.00	650.00	650.00
Total Print Media	\$0.00	\$5,650.00	\$5,650.00
<u>Radio</u>			
WHE promotional team as guests on local radio	3,000.00	0.00	3,000.00
Total Radio	\$3,000.00	\$0.00	\$3,000.00
<u>Television</u>			
Public service announcements - Fox Valley TV stations	4,000.00	0.00	4,000.00
Total Television	\$4,000.00	\$0.00	\$4,000.00
<u>Other</u>			
Social Media Organic	1,000.00	1,800.00	2,800.00
Email Campaign with partners	750.00	250.00	1,000.00
Streaming Ads - campaigns will focus on specific marketing event	8,000.00	2,000.00	10,000.00
Podcasts - WHE promotional team as guests on local and national podcasts	250.00	0.00	250.00
Micro Influencers - capture of live images and video with known "outdoor space" influencers - targeting younger demographic	0.00	750.00	750.00
Total Other	\$10,000.00	\$4,800.00	\$14,800.00
Total Promotional Budget	\$39,250.00	\$17,200.00	\$56,450.00

Operational Budget

	<i>JEM Dollars</i>	<i>Recipient Dollars/In-Kind</i>	<i>Total Dollars</i>
Vendor Management Contract and Platform	0.00	12,761.00	12,761.00
Venue Rental	0.00	6,000.00	6,000.00
Vendor Booth Pipe and Drape	0.00	7,500.00	7,500.00
Security	0.00	600.00	600.00
Waste Removal	0.00	800.00	800.00
Insurance	0.00	1,200.00	1,200.00
Volunteer Food and Materials	0.00	3,200.00	3,200.00
Signage	0.00	1,400.00	1,400.00
Youth Zone	0.00	2,000.00	2,000.00
Women Zone	0.00	2,000.00	2,000.00
Calling Contest	0.00	4,500.00	4,500.00
Day-Of Supplies	0.00	1,100.00	1,100.00
Photograph and Video Capture	0.00	500.00	500.00
Total Operational Budget	\$0.00	\$43,561.00	\$43,561.00
Total Budget	\$39,250.00	\$60,761.00	\$100,011.00

III. BUDGET

The budget for the Recipient's Tourism Project shall be as follows:

	Department	Recipient	Total
A. Billboard	7,500.00	0.00	7,500.00
B. Design	8,250.00	6,750.00	15,000.00
C. Digital	6,500.00	0.00	6,500.00
D. Print Media	0.00	5,650.00	5,650.00
E. Radio	3,000.00	0.00	3,000.00
F. Television	4,000.00	0.00	4,000.00
G. Other	10,000.00	4,800.00	14,800.00
H. Operations	0.00	43,561.00	43,561.00
<i>Grand Total:</i>	<i>\$39,250.00</i>	<i>\$60,761.00</i>	<i>\$100,011.00</i>

IV. DISBURSEMENT OF FUNDS

- A. Payments shall be made to the Recipient Wisconsin Waterfowl Association, PO Box 427 , Wales, WI 53183. No JEM Grant funds shall be disbursed to the Recipient except as authorized and provided in this agreement.
- B. To receive payment, the Recipient must present receipted vouchers for Eligible Project Costs, and such other documentary evidence as may be required by the Department to evidence project costs actually incurred by the Recipient. Documentary evidence must establish the purpose of such costs, and include the invoices received and paid by the Recipient, with the check number and date of payment annotated on each invoice. The Recipient shall use forms provided by the Department when requesting reimbursement for Eligible Project Costs. For purposes of this agreement, the term "Eligible Project Costs" means advertising and marketing costs described in section II and budgeted in section III, and actually incurred and paid by the Recipient between **January 29 - October 7, 2025**.
- C. No JEM Grant funds shall be used to compensate any officer or employee of the Recipient for salaries or expenses.
- D. Ten (10) percent of the total JEM Grant shall be held and retained by the Department, pending receipt of the Recipient's final report (evaluation) in accordance with Section V.B. of this agreement.
- E. The Department reserves the right to withhold reimbursement if the Department determines, in its sole discretion, that the Recipient has not complied with any of the terms and conditions of this agreement.

V. RECORD KEEPING AND REPORTING

- A. The Recipient shall maintain books, records and other documents, as required by the Department, to document the amount and nature of all JEM grant funds provided by the Department, as well as the funds used by the Recipient in accordance with the terms of this agreement.
- B. The Recipient shall submit a written evaluation of the project and financial report provided by the Department no later than **October 7, 2025**. An extension of this deadline may be requested through the Department's representative.
- C. The Department shall, at all reasonable times, have access to and the right to examine, audit, excerpt, copy and transcribe any of the Recipient's books, documents, papers and records which relate directly to this agreement. The Recipient is responsible for retaining such materials for at least three (3) years following the conclusion of this Project.

VI. TERMINATION AND AMENDMENT

- A. The Department, in its sole discretion, may terminate this agreement and recover all JEM Grant funds if the Recipient fails to perform any of its obligations under this agreement, including accurate and timely submission of reimbursements and the evaluation. Such termination by the Department shall be effective thirty (30) days after the Department mails a written notice of termination to the Recipient's last known address by first class mail, postage prepaid.
- B. This agreement constitutes the entire understanding and agreement between the Department and the Recipient, relating to the Project. This agreement may not be amended except in a written document executed by the Department and the Recipient.

VII. GOVERNING LAW AND VENUE

This agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. The Recipient shall, at all times, comply with and observe all federal, state and local laws, ordinances, and regulations which are in effect during the period of this agreement and which in any manner affect the Project or its conduct. Any litigation arising out of this agreement shall be brought and venued in Dane County, Wisconsin.

VIII. NONDISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this agreement, the Recipient agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Statutes, sexual orientation or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other form of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Recipient further agrees to take affirmative action to ensure equal employment opportunities. The Recipient agrees to post in conspicuous places available for employee and applicant employment notices setting forth the provisions of the nondiscrimination clause.

IX. AFFIRMATIVE ACTION COMPLIANCE

- A. All contracts of \$50,000 or more require the submission of a written affirmative action plan. Recipients with an annual work force of less than twenty-five (25) employees are excluded from this requirement provided they submit an exemption request in writing utilizing the form attached.
- B. Within fifteen (15) days after the execution of this contract, a written affirmative action plan shall be submitted to the Department's representative, Wisconsin Department of Tourism, 201 W. Washington Ave., Madison, WI 53703.
- C. An "Affirmative Action Plan" is a written document committing the vendor to a program designed to achieve a balanced work force within a reasonable period of time. It contains, at a minimum, a policy statement, work force analysis, program goals, internal monitoring system, and implementation of the Plan. An acceptable plan is one which satisfies s. 16.765, Wis. Statutes, and ADM 50, Wis. Adm. Code.

X. SEVERABILITY

The invalidity of any provision of this agreement shall not affect the validity of the remaining provisions, which shall remain in full force and effect to govern the conduct of the parties.

XI. BINDING ON SUCCESSORS AND ASSIGNS

This agreement shall be binding upon the parties hereto, together with their respective successors, venders and assigns.

XII. ADVERTISING

Any advertising produced under this agreement shall acknowledge the financial support of the Wisconsin Department of Tourism unless otherwise approved by the Department's representative.

FOR THE DEPARTMENT OF TOURISM

By: _____
Anne Sayers, Secretary Date

FOR THE RECIPIENT

By: _____
Bruce Ross, WWA Executive Director Date