

TO THE HONORABLE BOARD OF SUPERVISORS OF DODGE COUNTY, WISCONSIN MEMBERS,

WHEREAS, the Jefferson County Economic Development Consortium (hereinafter the "JCEDC") was formed in 2003 and consists of the following member communities: Jefferson County, Cambridge, Fort Atkinson, Jefferson, Johnson Creek, Lake Mills, Waterloo, Watertown, and Whitewater; and,

WHEREAS, the JCEDC serves as the lead economic development organization in the Jefferson County area and was formed to achieve the economic development goals of the area; and,

WHEREAS, the JCEDC has created a new public-private nonprofit organization, Glacial Heritage Development Partnership (hereinafter "GHDP"), to lead and coordinate the area's strategic efforts in economic development; and,

WHEREAS, GHDP will contract with the JCEDC for staff to manage implementation of GHDP's 5-year plan, the 2017-2022 Strategic Plan, throughout the region; and,

WHEREAS, the 2017-2022 Strategic Plan has four distinct areas of focus:

1. Business: Grow Businesses, Capital Investment and Employment Opportunities;
2. Workforce: Attract, Develop, and Align Talent;
3. Build Capacity: Grow the GHDP's capacity to execute professional economic development programs and services; and,
4. Marketing: Raise awareness of the area's assets to attract business investment, talent, and visitors with discretionary dollars; and,

WHEREAS, in order to implement these goals, GHDP intends to secure funding via a capital campaign; and,

WHEREAS, the Dodge County Executive Committee believes it would be beneficial for the Dodge County Board of Supervisors to take additional action to promote economic development throughout Dodge County; and,

WHEREAS, the Executive Committee, the JCEDC, and GHDP, recognize the benefits of taking a regional approach to economic development; and,

WHEREAS, GHDP is willing to provide economic development services and expand the scope of the 2017-2022 Strategic Plan to include Dodge County; and,

WHEREAS, the Executive Committee believes that entering into a Partnership Agreement with the JCEDC and GHDP will supplement Dodge County's existing work on economic development; and,

WHEREAS, the Executive Committee recommends that Dodge County enter into a Partnership Agreement with the JCEDC and GHDP to promote economic development in the Jefferson and Dodge County region; and,

WHEREAS, a copy of a proposed *Partnership Agreement Between Dodge County, the Jefferson County Economic Development Consortium, and Glacial Heritage Development Partnership* has been marked for identification as Exhibit "A", and has been attached hereto; and,

WHEREAS, the Executive Committee recommends to the Dodge County Board of Supervisors that the Dodge County Board of Supervisors:

1. Approve the proposed *Partnership Agreement Between Dodge County, the Jefferson County Economic Development Consortium, and Glacial Heritage Development Partnership*; and,
2. Authorize and direct the Chairman of the Dodge County Board of Supervisors and the Dodge County Clerk to sign, on behalf of Dodge County, the proposed *Partnership Agreement Between Dodge County, the Jefferson County Economic Development Consortium, and Glacial Heritage Development Partnership*;

SO, NOW, THEREFORE, BE IT RESOLVED, that the Dodge County Board of Supervisors hereby:

1. Approves the *Partnership Agreement Between Dodge County, the Jefferson County Economic Development Consortium, and Glacial Heritage Development Partnership*, a copy of which has been marked for identification as Exhibit "A", and has been attached hereto; and,
2. Authorizes and directs the Chairman of the Dodge County Board of Supervisors and the Dodge County Clerk to sign, on behalf of Dodge County, the *Partnership Agreement Between Dodge County, the Jefferson County Economic Development Consortium, and Glacial Heritage Development Partnership*.

All of which is respectfully submitted this 22nd day of February, 2017.

Dodge County Executive Committee:

Russell Kottke
Russell Kottke

David Frohling
David Frohling

Donna Maly

Jeff Berres

MaryAnn Miller

Joseph Marsik
Joseph Marsik

Dennis Schmidt
Dennis Schmidt

FISCAL NOTE:
Is the referenced expenditure included in the adopted 2017 Budget? **YES.**

Fiscal Impact on the adopted 2017 Budget: **\$0.00.**

Fiscal Impact reviewed by the Dodge County Finance Committee on **February 14, 2017.**
David Frohling
David Frohling, Chairman
Dodge County Finance Committee

**ADOPTED
BY DODGE COUNTY BOARD**

FEB 22 2017

AYES 3 NOES 6
ABSENT 3
ABSTAIN 0

Raven J. Gibson
County Clerk

County of Dodge

Office of Corporation Counsel

127 E. Oak Street
Fourth Floor, Administration Bldg.
Juneau, WI 53039-1329
Fax (920) 386-3596

Corporation Counsel
(920) 386-3592

March 27, 2017

Kelly L. Lepple
Secretary to Corporation Counsel
(920) 386-3590

Karen S. Schultz
Administrative Assistant
(920) 386-3964

Rachel E. Davison
Legal Secretary I
(920) 386-3591

Zev D. Kianovsky
Asst. Corporation Counsel
(920) 386-3881

Julie K. Wilhelm
Asst. Corporation Counsel
(920) 386-3593

Kathilynne A. Grotelueschen
Asst. Corporation Counsel
(920) 386-4337

Karen Gibson
Dodge County Clerk
127 E. Oak Street
Juneau, WI 53039

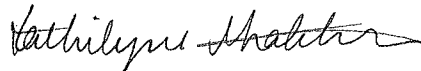
RE: Partnership Agreement Between Dodge County, the JCEDC, and GHDP.

Dear Karen:

With reference to the above, enclosed please find a copy of the fully executed Partnership Agreement between Dodge County, the Jefferson County Economic Development Consortium, and Glacial Heritage Development Partnership. Please retain this document in your records. Our office will retain the original of the Agreement in our file. Please do not hesitate to contact me if you have any questions regarding this matter.

Thank you for your attention to this.

Sincerely,



Kathilynne A. Grotelueschen
Assistant Corporation Counsel

KAG
Enclosure

RECEIVED
IN THE OFFICE OF

MAR 28 2017

DODGE COUNTY CLERK

NOW, THEREFORE, it is hereby agreed by and between the JCEDC, GHDP, and the County, as follows:

1. Purpose. The parties desire to work together to coordinate and advance economic development throughout the Jefferson and Dodge County region.
2. Effective Date. This Agreement shall become effective on the date of last signature below, but no later than March 31, 2017, and shall continue through December 31, 2021, unless terminated in accordance with the provisions of Section 9 herein.
3. Payment. The County shall pay to the JCEDC a lump sum of \$85,000 annually from 2017 through 2021. The first payment shall be made within thirty (30) days of the effective date of this Agreement, with annual payments to be made on or before March 31st, each year thereafter. Payment shall be sent to: 864 Collins Road, Jefferson, WI 53549

The funds paid by the County under this Section shall be limited to use by the JCEDC to carry out activities and programming in Dodge County, as directed by GHDP.

4. Obligations of the JCEDC.
 - A. The JCEDC staff members, under contract with and at the direction of GHDP, shall provide economic development services to all of Dodge County. Services provided shall include, but are not limited to, the following:
 - i. Business Retention and Expansion visits. Professional economic development staff will conduct targeted visits with up to 30 of Dodge County's primary employers in year one to ascertain barriers to growth and identify key local assets utilized by employers. Said visits shall assist the JCEDC staff in forming an economic development plan for the work to be completed in Dodge County during years two through five of this Agreement.
 - ii. Direct Expansion Assistance. Provide professional, timely and appropriate assistance to businesses considering new capital investments in Dodge County.
 - iii. Coordinate with regional entities to provide marketing and outreach that supports new business investments in Dodge County.
 - iv. Work with Dodge County Planning and others to compile an asset inventory of sites, buildings, and other resources that are in place to support business growth within Dodge County, and identify gaps that would serve as the basis for future asset development work.
 - v. Promote Dodge County's business assets on the GHDP Website and in outreach and marketing materials.
 - vi. Assist with the development of marketing materials for business attraction to Dodge County.

- vii. Assist and coordinate with development of a Prospect Identification process designed to identify businesses in targeted industry sectors in Dodge County.
- viii. Work with Dodge County Planning to ensure accurate demographic data, and information on available sites and buildings, are current and that all pertinent data is posted on appropriate websites.
- ix. Talent Attraction. Assist and coordinate in the development and implementation of a marketing strategy designed to attract workers to Dodge County.

B. The JCEDC staff, under contract with GHDP, within one (1) year from the execution of this Agreement, shall prepare and present a report to the County and GHDP containing the issues and needs identified in Dodge County and the recommended actions to address those issues and needs.

5. Obligations of GHDP.

- A. GHDP, in its bylaws, shall provide that the County has one permanent seat on the GHDP Board of Directors. The chair of the Dodge County Board of Supervisors shall annually appoint one (1) individual, and one (1) alternate, to fill the seat on the GHDP Board of Directors.
- B. GHDP shall, within fourteen (14) months of execution of this Agreement, amend its 2017-2022 Strategic Plan to incorporate provisions of the report created by the JCEDC staff under Section 4.B., to address the issues and needs identified, in order to establish a regional approach to economic development.
- C. GHDP shall work with the Executive Committee of the Dodge County Board of Supervisors and business leaders, on an annual basis, to determine which specific services will be provided to the County and which areas of concern the County desires to focus on, within the framework of services performed by JCEDC.
 - i. This shall be discussed at a regularly scheduled meeting of the Executive Committee, with the first discussion to take place in September 2017.

6. Obligations of the County.

- A. The County shall work cooperatively with GHDP and the JCEDC staff in arranging and coordinating meetings with local businesses and professionals, including finding locations and setting up for the meetings.
- B. The County shall provide an office space, as an in kind donation, for the JCEDC staff to utilize while providing services in Dodge County.
 - i. The office shall be located in the Land Resources and Parks Department on the 3rd Floor of the Dodge County Administration Building, 127 E. Oak Street, Juneau, WI 53039.

- ii. The JCEDC staff shall be responsible for having his or her own computer, or other electronic device, and telephone.

7. Reports.

A. GHDP shall provide semi-annual reports to the Dodge County Administrator, the Chair of the Dodge County Board of Supervisors, and the Dodge County Executive Committee regarding GHDP's activities that period, including aggregate data, and anticipated action for the upcoming period.

- i. GHDP shall prepare such reports and cause them to be received by County not later than the 5th day of the month that is six (6) months from the date this Agreement is executed; and on a semi-annual basis, thereafter.
- ii. Reports shall set forth a detailed description of the economic development services that GHDP provided to the County including aggregate reports on existing business visits; on expansion assistance requests; on actions taken to address barriers and opportunities identified, and on progress towards building and then promoting business-related assets.

B. GHDP shall provide annual written and oral reports to the Dodge County Board of Supervisors each September, commencing September 2017.

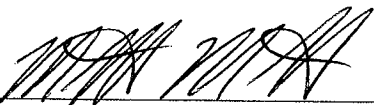
8. Independent Contractors. It is mutually agreed and understood that the JCEDC staff members, including those providing specific services to the County, are at all times acting and performing as independent contractors. Nothing in this Agreement shall be construed to create an employer-employee relationship between the JCEDC staff members and the County.
9. Termination. This Agreement may be terminated by either party upon six (6) months written notice to the non-terminating party.
10. Severability. The terms of this Agreement are severable and any determination by any court or agency having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part shall not affect the remainder of the Agreement.
11. Amendments. This Agreement may be revised, modified, or amended only upon written agreement of the Parties. All modifications, amendments, or alterations shall be set forth in writing and made a part of this Agreement by incorporated reference.
12. Governing Law & Forum. This Agreement shall be governed by the laws of the State of Wisconsin. Venue as to any dispute that may arise under this Agreement shall be in the Circuit Court of Dodge County, Wisconsin.
13. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

14. Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof. Any and all prior and contemporaneous agreements, representations and understandings of the parties with respect to the subject matter of this Agreement, oral or written, are superseded by this Agreement.

15. Assignment. The parties agree that there shall be no assignment or transfer of this Agreement, nor any interests, rights or responsibilities contained herein, except as agreed to in writing.

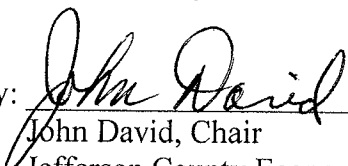
IN WITNESS WHEREOF, GHDP, the JCEDC, and the County certify that this Agreement has been duly approved by their respective governing bodies in accordance with State and local laws, rules, and regulations, and each has caused their duly authorized officers to execute this Agreement on the dates indicated below.

Glacial Heritage Development Partnership

By: 
Matt Mauthe, Chair
Glacial Heritage Development Partnership

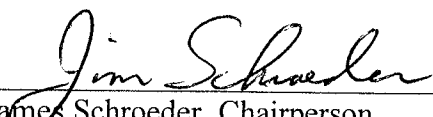
Date: 3-3-17

Jefferson County Economic Development Consortium

By: 
John David, Chair
Jefferson County Economic
Development Consortium

Date: 3-20-2017

Jefferson County, Wisconsin

By: 
James Schroeder, Chairperson
Jefferson County Board of Supervisors

Date: 3/9/2017

Dodge County, Wisconsin

By: Russell Kottke
Russell Kottke, Chairman
Dodge County Board of Supervisors

Date: 2-27-2017

By: Karen J. Gibson
Karen Gibson
Dodge County Clerk

Date: 2-27-17

Zev D. Kianovsky
Asst. Corporation Counsel
(920) 386-3881

Julie K. Wilhelm
Asst. Corporation Counsel
(920) 386-3593

Sean P. Donohue
Asst. Corporation Counsel
(920) 386-4337

County of Dodge

Office of Corporation Counsel

127 E. Oak Street
Fourth Floor, Administration Bldg.
Juneau, WI 53039-1329
Fax (920) 386-3596

Kimberly A. Nass
Corporation Counsel
(920) 386-3592

Kelly L. Lepple
Secretary to Corporation Counsel
(920) 386-3590

Karen S. Schultz
Administrative Assistant
(920) 386-3964

Victoria L. Rahn
Legal Secretary I
(920) 386-3591

May 30, 2019

RECEIVED
IN THE OFFICE OF

MAY 30 2019

Sarana R. Stolar, Paralegal
Jefferson County Corporation Counsel
Courthouse, Room 110
311 S. Center Avenue
Jefferson, WI 53549-1799

DODGE COUNTY CLERK

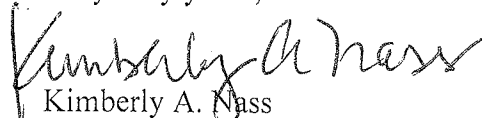
RE: Amendment to the Partnership Agreement Between Dodge County, the Jefferson County Economic Development Consortium, and Glacial Heritage Development Partnership (ThriveEd Agreement)

Dear Ms. Stolar:

I have enclosed with this letter, a copy of the fully-executed Amendment to the Partnership Agreement Between Dodge County, the Jefferson County Economic Development Consortium, and Glacial Heritage Development Partnership (ThriveEd Agreement), dated May 29, 2019, for your file.

I have retained the original fully-executed Amendment to the Partnership Agreement Between Dodge County, the Jefferson County Economic Development Consortium, and Glacial Heritage Development Partnership (ThriveEd Agreement), dated May 29, 2019, for my file.

Very truly yours,


Kimberly A. Nass
Corporation Counsel

KAN:kl

Enclosure

cc: Russell Kottke, Chairman, Dodge County Board of Supervisors (with enclosure)
Karen J. Gibson, Dodge County Clerk (with enclosure)
James E. Mielke, Dodge County Administrator (without enclosure)

**Amendment to the Partnership Agreement Between Dodge County, the
Jefferson County Economic Development Consortium, and Glacial Heritage
Development Partnership (now known as “ThriveED”)**

This **Amendment** to the Partnership Agreement is made by and between Dodge County, Wisconsin, (the County), the Jefferson County Economic Development Consortium (the JCEDC), and Glacial Heritage Development Partnership (GHDP, now known as “ThriveED”), and shall modify the Partnership Agreement as follows:

WHEREAS, in February of 2017, Dodge County entered into an agreement with the Jefferson County Economic Development Consortium (hereinafter the “JCEDC”) and Glacial Heritage Development Partnership (“GHDP” now known as “ThriveED”), titled *Partnership Agreement Between Dodge County, the Jefferson County Economic Development Consortium, and Glacial Heritage Development Partnership* (hereinafter the “Partnership Agreement”); and,

WHEREAS, pursuant to Dodge County Resolution No. 19-08, Dodge County will increase its financial contribution to the JCEDC from the current amount of \$85,000 annually to an amount equal to \$1.50 per capita based on the population of Dodge County commencing by payment of a prorated amount on July 1, 2019 of \$24,961.75, with subsequent annual payments being made on July 1, which payments shall be adjusted based on Dodge County’s population from the previous year per the estimate provided by the Wisconsin Department of Administration-Local Government Demographic Service Center, under the terms and conditions set forth in said Partnership Agreement referenced above; and

WHEREAS, the parties to this agreement will consult annually to establish performance objectives for the following year including benchmarks and goals for the Business Development staff dedicated to Dodge County and to review the performance objectives established for the previous year; and

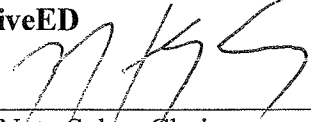
WHEREAS, the Partnership Agreement shall further be amended to continue indefinitely with the parties having the right to terminate this agreement in accordance with the Termination provision in the Partnership Agreement; and

WHEREAS, as consideration for increasing its contribution, Dodge County will be provided with additional economic development services from ThriveED in the form of a ¾ time on-site Business Development staff and will be permitted one (1) voting member to serve on the JCEDC Board, appointed by the Dodge County Board Chairman, which is in addition to the Dodge County member appointed to the ThriveED Board.

NOW THEREFORE, it is hereby agreed by and between the Parties, that the

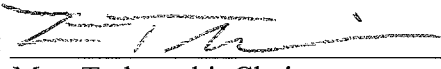
Partnership Agreement is amended as stated above and all provisions of the Partnership Agreement not addressed in this Amendment shall remain in full force and effect.

ThriveED

By: 
Nate Salas, Chair
ThriveED

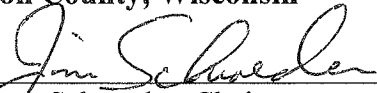
Date: 26 May, 2019

Jefferson County Economic Development Consortium

By: 
Matt Trebatoski, Chair
Jefferson County Economic Development Consortium


Date: May 23, 2019

Jefferson County, Wisconsin

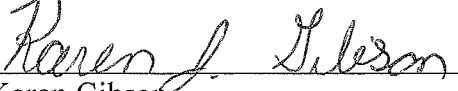
By: 
James Schroeder, Chairperson
Jefferson County Board of Supervisors

Date: May 20, 2019

Dodge County, Wisconsin

By: 
Russell Kottke, Chairman
Dodge County Board of Supervisors

Date: May 29, 2019

By: 
Karen Gibson
Dodge County Clerk

Date: May 29, 2019