

PURCHASE OF SERVICES AGREEMENT

THIS AGREEMENT is made by and between the City of Madison, Wisconsin, a municipal corporation (the "City") and Greater Madison Convention and Visitor Bureau, Inc., a Wisconsin non-stock corporation, (the "Bureau").

WHEREAS, the Bureau provides tourism marketing services and seeks to attract new destination businesses, visitors, conventions, events and trade shows to the greater Madison area; and

WHEREAS, the City desires to engage the Bureau to promote Madison for conventions, conferences, events and tourism travel; and

WHEREAS, the Bureau warrants that it and its agents and employees are willing and able to perform such services upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual premises and covenants set forth herein, the parties hereto mutually agree as follows:

1. Term and Renewal. Subject to the termination provisions of Section 9, this Agreement shall be for an initial term of four (4) years beginning January 1, 2015, and expiring December 31, 2018 (the "Initial Term"). This Agreement may be renewed for one additional four (4) year term following the Initial Term (the "Renewal Term") upon the consent of the Mayor and the mutual written agreement of the Director and Chair of the Monona Terrace Community and Convention Center and the President and Chair of the Bureau. This Agreement replaces the Purchases of Services Agreement between the parties dated January 1, 2007 (the "Prior Agreement"). The parties agree the Prior Agreement shall terminate effective December 31, 2014 without prior notice to either party.
2. Scope of Services:
 - a. General
 1. Promote Madison for conventions, conferences, events and tourist travel.
 2. Encourage constant improvement of Madison's convention and tourism industry.
 3. Promote Monona Terrace as a tourism destination in Madison.
 4. Assist and inform those individuals who visit Madison.
 5. Promote the use of City facilities and services for tourism purposes. Facilities and services include the Monona Terrace Community and Convention Center, City of Madison Parks and Recreation and Metro.
 6. Initiate and participate in sales and marketing activities in order to generate convention and conference bookings at Monona Terrace.
 7. Promote lodging properties in Madison to support room tax generation.
 - b. Convention Services
 1. Provide assistance to groups with their registration (a fee for this service will be charged to the groups requesting this assistance). Material are available on a complimentary basis as appropriate.
 2. Assist in arrangements for tours and special activities.
 3. Maintain a central housing program for conventions that require hotel rooms. A fee for this service will be charged to groups requesting this assistance.

4. Provide official Bureau visitor information to both convention planners and individual visitors. A fee for this service may be charged to groups requesting this assistance.
 5. Act as a central source for answering visitor inquiries about the City.
 6. Provide free membership services to the City and its agencies.
- c. Visitor Information
1. Make official Bureau visitor information available to visitors to Madison.
- d. Administration
1. Operate and administer the Monona Terrace Event Assistance Fund.
 2. Provide for the President or other professional staff to plan and supervise the activities.

The Bureau will make no change in the services provided without prior written approval by the City.

3. Program Goals. Attached hereto as Exhibit A is the Description of Program Goals and Compensation, which shall be reviewed and updated annually by the City and the Bureau. The Scope of Services and the Program Goals and Compensation for years 2015 -2019 and the Renewal Term, if applicable, shall be agreed upon by the City and the Bureau and specified in writing no later than December 1st the year immediately preceding, or the existing Scope of Services, Program Goals and funding levels shall remain in place until such time as they are amended by the City and Bureau. The Director and Chair of the Monona Terrace Community and Convention Center are authorized to annually negotiate and execute amendments to the Scope of Services and to the Descriptions of Program Goals and Compensation (Exhibit A) It is the intent of the parties that the City funding be used primarily for programs which benefit the City of Madison, and that the Bureau will provide reasonable substantiation of doing so. The Bureau shall not expend City funds to promote communities which are collecting a room tax and not contributing any room tax revenues or are otherwise investing in the Bureau.
4. Compensation. The City shall pay the Bureau in accordance with the terms of this Section and Exhibit A. In 2015, the City's payment to the Bureau for destination marketing services shall equal 21.5% of the actual room tax collections. In subsequent years, the City's payment to the Bureau for destination marketing services shall equal 22% of the actual room tax collections in 2016, 24% of the actual room tax collections in 2017 and 26% of the actual room tax collections in 2018. If the parties agree to a Renewal Term, pursuant to Section 1 herein, then the City's payment to the Bureau in 2019 for destination marketing services shall equal 28% of the actual room tax collections and in subsequent years, the City's payment to the Bureau shall be equal to 30% of the actual room tax collections in 2020, 32% of the actual room tax collections in 2021 and 34% of the actual room tax collections in 2022. The Finance Director shall make an estimate of the room tax collections for years 2015 through 2018, and for years 2019-2022 during the Renewal Term, and the Finance Director shall advise the Bureau of such estimate each October 1st preceding those years. The City and the Bureau acknowledge and agree that, for the payment to be made on March 1, 2015, the City Finance Director made the estimate of the room tax collections on October 1, 2014. Payments made during 2015 through 2018, and payments made during the

Renewal Term, shall be based on the Finance Director's estimate. On each March 15th from 2015 through 2018, and from 2019 through 2022 during the Renewal Term, when the actual amount of room tax collections for the prior year is known, the City shall adjust the prior year's payment to reflect the amount of actual room tax collected, by either reducing the amount of the March 15th payment where an overpayment was made the prior year, or by increasing the amount of the March 15th payment where an underpayment was made the prior year. Payments by the City to the Bureau for destination marketing services shall be based on the annual allocation of total City room tax collections at the rates indicated above as annually authorized by the Common Council, and on the Bureau's achievement of the Program Goals listed in Exhibit A.

Annually, the City and Bureau will have a conversation about the distribution of any excess Room Tax funds (balance of Unassigned Funds as of December 31st of each year).

5. Reporting Requirements. The Bureau agrees to furnish the City with quarterly and annual financial reports and annual audited financial statements. The Bureau also agrees to submit any other records or reports requested by the City which are relevant to the services provided hereunder. Except for regularly scheduled financial and service reports, requested reports and documents shall be provided within two weeks after the Bureau receives the City's written request, unless the parties agree in writing on a longer period. The Bureau agrees to permit authorized employees of the City access to all of its records and premises connected with the performance of this Agreement, at reasonable times with written notice. At least annually, the Bureau will provide a report of results and activities to the Monona Terrace Board of Directors. The timing and content of the report shall be agreed upon by the Bureau and Monona Terrace.
6. Notices. All notices to be given under the terms of this Agreement shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below

FOR THE CITY:

Director
Monona Terrace Community & Convention Center
One John Nolen Drive
Madison WI 53703

FOR THE BUREAU:

President, GMCVB, Inc.
615 E. Washington Ave.
Madison, WI 53703

7. Financial Recording, Control and Record Retention. All funds received by the Bureau from the City must be deposited intact in a financial institution account. Where funds from more than one source are deposited into the same account, sufficient supporting documentation must be maintained so as to account for those funds by source.

All expenditures made by the Bureau with City funds must be documented. Expenditures must be made by check or credit card unless specifically exempted by the City. The individual who signs checks should be someone other than the person authorizing the payment. If expenditure decisions are made by an executive board or committee, written minutes must be maintained.

On or before a date specified annually by the City, the Bureau shall submit to the City an annual budget (the "Annual Budget") pursuant to the applicable Scope of Services and Program Goals. The Bureau agrees that no City funds received pursuant to this Agreement will be expended in any manner which violates this Agreement and that it will not perform any services using City funds other than those specified herein.

In addition to maintaining an accurate and well documented financial institution account, bookkeeping records must be maintained. The Bureau shall ensure that any subcontractors engaged by the Bureau to perform or furnish services or programs hereunder must maintain expenditure records in accordance with this Agreement.

Financial records, supporting documents, statistical records, service records and all other records pertinent to the services purchased pursuant to the Prior Agreement and to this Agreement shall be retained by the Bureau until December 31, 2017 and until December 31, 2021, respectively, except that records that are the subject of audit findings shall be retained until that date or until such audit findings have been resolved, whichever is later.

8. Indemnification and Insurance. The Bureau hereby agrees to hold the City, its employees, officials, officers and agents harmless and to indemnify and defend the City, its employees, officials, officers and agents against all claims, demands, liabilities, losses, damages and expense of any kind or nature, on account of any injury, damage to or death of any person or on account of any damage to any property of any nature arising from, in connection with, caused by, or resulting from the Bureau's performance under this Agreement, whether or not such claims, demands, liabilities, losses, damages or expense are caused by or contributed to by the City or its agents or employees.

The Bureau agrees that in order to protect itself and the City under the indemnification agreement set forth in the paragraph above, it will at all times during the term of this Agreement keep in force and effect, Comprehensive General Liability Insurance including, but not limited to, Contractual liability, personal injury, bodily injury and property damage,

and automobile liability insurance coverage, issued by a company or companies authorized to do business in the State of Wisconsin, with liability coverage provided for therein in the amount of \$1,000,000 combined single limits. The coverage afforded shall apply as primary with the City named as additional insured. The Insurer shall give thirty (30) days advance written notice of cancellation, non-renewal or material changes during the term of this Agreement. Upon execution of this Agreement, the Bureau shall furnish the City, with a Certificate of Insurance and, upon request, with certified copies of the requested insurance policies.

9. Termination. This Agreement may be terminated at any time by written mutual agreement of the parties, provided all applicable laws and regulations are complied with.

Either party shall have the right at its option to terminate this Agreement and be free from all obligations hereunder in the event that the other party is in default or violates any of the terms, conditions, assurances, or certifications of this Agreement. In the event of such default or violation, the non-defaulting party shall deliver to the defaulting party a Notice of Demand to Cure Default, explaining the nature and extent of the default or violation. The defaulting party shall cure or remedy said violation or default within thirty (30) days after receipt of said Notice, unless a longer time is agreed upon by both parties, in writing. In case the default is not cured or remedied within thirty (30) days or a longer time agreed upon, the non-defaulting party may terminate this Agreement upon five (5) days' written notice.

Either party shall also have the right to terminate this Agreement and be free from all obligations hereunder upon the happening of either of the following events, upon thirty (30) days' written notice: the occurrence of any event beyond the control of either party which renders it impossible to continue performance pursuant to this Agreement; or the Common Council's failure to appropriate funds sufficient to pay the Bureau for anticipated services.

The City shall have the right at its option to terminate this Agreement and be free from all obligations hereunder upon the inability of the parties to agree on the Scope of Services and Description of Program Goals and Compensation in any year according to the terms set forth in Section 3.

The City shall have the right at its option to terminate this Agreement and be free from all obligations hereunder in the event that changes to Sec. 66.0615 Wis. Stats., or any subsequent corresponding statute, are enacted which affects the City's ability to spend room tax revenues for any of the Services or Program Goals contained in this Agreement.

If this Agreement is terminated for any reason, services performed by the Bureau shall cease as of the date of such termination. The City will pay

for services completed but not paid for at such time of termination. The Bureau shall return to the City all unexpended funds within five (5) days of expiration or termination of this Agreement for any cause.

The Bureau shall be liable to the City for any expenditures of City funds contrary to this Agreement, and agrees to repay the amount of any such expenditure to the City within five (5) days of receiving the City's written request for reimbursement.

10. Assurances and Certifications. The Bureau makes the following assurances and certifications as part of this Agreement:
- a. It possesses the legal authority to enter into this Agreement. A resolution, motion or similar action has been duly adopted or passed as an official act of the Bureau's Board of Directors, authorizing the execution of this Agreement, and directing and authorizing its President to act in connection with this Agreement and to provide all required reports and such additional information as may be required.
 - b. It will operate in an open and accessible manner which shall allow consumers of services, staff, citizens and members of City review committees reasonable opportunity to attend Board of Director's meetings in order to gain information or to provide input and recommendations on the Bureau's programs, policies and the delivery of services.
 - c. It will hold at least one (1) Board of Directors meeting annually during the period of this Agreement in open session, in a place which is reasonably accessible to members of the public, open to all citizens at all times, and held in a building and room which enables access by people with functional limitations, as defined in Sec. 101.13(1), Wis. Stats. Public notice of open session meetings shall be given at least twenty-four (24) hours prior to the commencement of such meeting(s) and shall be provided in a manner which is reasonably likely to apprise interested people and shall be made available to anyone requesting such notice.
 - d. It will involve consumers of service in the planning and evaluation of programs.
 - e. It will maximize use of available resources of all kinds, including but not limited to, grants, donations, bequests, and contributions of housing, program and office supplies and equipment, and volunteer time.
 - f. It will cooperate with other community agencies and groups engaged in related activities.
 - g. It will notify the City in writing of the receipt or loss of substantial project funding, not included in the Bureau's Project Budget(s), which could materially affect the level of services described in Section 2 or in the Program Goals described in Exhibit A, within ten (10) working days of the receipt or loss of said funds.
 - h. No funds provided under this Agreement may be used in any manner which will assist, promote or deter union organizing.
11. Non-Discrimination. In the performance of the services under this Agreement the Bureau agrees not to discriminate against any employee or applicant because of race, religion, marital status, age,

color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Bureau further agrees not to discriminate against any subcontractor or person who offers to subagree on this Agreement because of race, religion, color, age, disability, sex, or national origin.

12. Weapons Prohibition. Bureau shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of work under this Agreement, other than while at the Bureau's or subcontractor's own business premises. This requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this Agreement, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m).
13. Affirmative Action. As used in this Section 13, the term "Contractor" means the Bureau and all its contractors and sub contractors who perform services under this Agreement whenever said persons, firms or corporations are not otherwise exempt under the provisions of Section 39.02(9)(a), Madison General Ordinances.

A. The following language applies to all Contractors employing fifteen (15) or more employees: (MGO 39.02(9)(c).)

The Contractor agrees that, within thirty (30) days after the effective date of this Agreement, Contractor will provide to the City of Madison Department of Civil Rights (the "Department"), certain workforce utilization statistics, using a form provided by the City.

If the Agreement is still in effect, or if the City enters into a new Agreement with the Contractor, within one year after the date on which the form was required to be provided, the Contractor will provide updated workforce information using a second form, also to be furnished by the City. The second form will be submitted to the Department no later than one year after the date on which the first form was required to be provided.

The Contractor further agrees that, for at least twelve (12) months after the effective date of this Agreement, it will notify the Department of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications, and application procedures and deadlines. The Contractor agrees to interview and consider candidates referred by the Department if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date stated in the notice.

The Department will determine if a Contractor is exempt from Sec. 13. A., at the time the Request for Exemption in 13.B. is made.

B. Articles of Agreement, Request for Exemption, and Release of Payment:

The "ARTICLES OF AGREEMENT" beginning on the following page, apply to all Contractors, unless determined to be exempt under the following table and procedures:

NUMBER OF EMPLOYEES	LESS THAN \$25,000	\$25,000 OR MORE
	Aggregate Annual Business with the City*	Aggregate Annual Business with the City*
14 or less	Exempt**	Exempt**
15 or more	Exempt**	Not Exempt

*As determined by the Finance Director

**As determined by the Department of Civil Rights

REQUEST FOR EXEMPTION: (MGO 39.02(9)(a)2.) Contractors who believe they are Exempt from the Articles of Agreement according to the table above, shall submit a Request for Exemption on a form provided by the Department of Civil Rights (“Department”), within thirty (30) days of the effective date of this Agreement. The Department makes the final determination as to whether a Contractor is exempt from the Articles of Agreement. In the event the Contractor is not exempt, the Articles of Agreement shall apply. **CONTRACTORS WITH 15 OR MORE EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO THE ARTICLES OF AGREEMENT UPON REACHING \$25,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR.**

RELEASE OF PAYMENT: (MGO 39.02(9)(e)1.b.) Within thirty (30) days from the effective date of this Agreement, and prior to release of payment by the city, all non-exempt Contractors are required to have on file with the Department, an Affirmative Action plan meeting the requirements of Article IV below. Additionally, Contractors that are exempt from the Articles of Agreement under Table 13-B, must have a Request for Exemption form on-file with the Department, prior to release of payment by the City.

ARTICLES OF AGREEMENT

ARTICLE I

The Contractor shall take affirmative action in accordance with the provisions of this Agreement to insure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin and that the employer shall provide harassment-free work environment for the realization of the potential of each employee. Such action 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 forms of compensation and selection for training including apprenticeship insofar as it is within the control of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this Agreement.

ARTICLE II

The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractors state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin.

ARTICLE III

The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining Agreement or other Agreement or understanding a notice to be provided by the City advising the labor union or workers representative of the Contractor's equal employment opportunity and affirmative action commitments. Such notices shall be posted in conspicuous places available to employees and applicants for employment.

ARTICLE IV

(This Article applies to non-public works Agreements.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison including the Agreement compliance requirements. The Contractor warrants and certifies that, of the following two paragraphs, paragraph A or B is true (**check one**):

- A. It has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978, including appendices required by City of Madison ordinances or it has prepared and has on file a model affirmative action plan approved by the Madison Common Council.
- B. Within thirty (30) days after the effective date of this Agreement, it will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR Part 60-2, as established by 43 FR 51400, November 3, 1978, including appendices required by City of Madison

ordinance or within thirty (30) days after the effective date of this Agreement, it will complete a model affirmative action plan approved by the Madison Common Council.

ARTICLE V

(This Article applies only to public works Agreements.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison, including the Agreement compliance requirements. The Contractor agrees to submit the model affirmative action plan for public works Contractors in a form approved by the Director of Affirmative Action.

ARTICLE VI

The Contractor will maintain records as required by Section 39.02(9)(f) of the Madison General Ordinances and will provide the City's Department of Affirmative Action with access to such records and to persons who have relevant and necessary information, as provided in Section 39.02(9)(f). The City agrees to keep all such records confidential, except to the extent that public inspection is required by law.

ARTICLE VII

In the event of the Contractor's or subcontractor's failure to comply with the Equal Employment Opportunity and Affirmative Action provisions of this Agreement or Sections 39.03 and 39.02 of the Madison General Ordinances, it is agreed that the City at its option may do any or all of the following:

- A. Cancel, terminate or suspend this Agreement in whole or in part.
- B. Declare the Contractor ineligible for further City Agreements until the Affirmative Action requirements are met.
- C. Recover on behalf of the City from the prime Contractor 0.5 percent of the Agreement award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the Agreement price, or five thousand dollars (\$5,000), whichever is less. Under public works Agreements, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the noncomplying subcontractor.

ARTICLE VIII

(This Article applies to public works Agreements only.)

The Contractor shall include the above provisions of this Agreement in every subAgreement so that such provisions will be binding upon each subcontractor. The Contractor shall take such action with respect to any subcontractor as necessary to enforce such provisions, including sanctions provided for noncompliance.

ARTICLE IX

The Contractor shall allow the maximum feasible opportunity to small business enterprises to compete for any subAgreements entered into pursuant to this Agreement. (In federally funded Agreements the terms "DBE, MBE, and WBE" shall be substituted for the term "small business" in this Article.)

- 14. Living Wage. The Bureau agrees to pay all employees employed by the Bureau in the performance of services under this Agreement, whether on a full time or a part time basis, a base wage of not less than the City minimum hourly wage as required by Sec. 4.20, Madison General Ordinances.
- 15. Severability. It is mutually agreed that, in case any provision of this Agreement is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all the other provisions of this Agreement remain in full force and effect.
- 16. Amendments or Supplements. This Agreement may be supplemented or amended only by written instrument executed by the parties.
- 17. Independent Contractor. The Bureau is and shall remain an independent Contractor in its performance of its obligations under this Agreement, and any persons who the Bureau utilizes and provides for services under this Agreement are employees of the Bureau and not employees of the City.

18. Equal Benefits Requirement (Sec. 39.07, MGO.) (Applicable to Agreements exceeding \$25,000).

This provision applies to service Agreements of more than \$25,000 executed, extended, or renewed by the City on July 1, 2012 or later, unless exempt by Sec. 39.07 of the Madison General Ordinances (MGO).

For the duration of this Agreement, the Bureau agrees to offer and provide benefits to employees with domestic partners that are equal to the benefits offered and provided to married employees with spouses, and to comply with all provisions of Sec. 39.07, MGO. If a benefit would be available to the spouse of a married employee, or to the employee based on his or her status as a spouse, the benefit shall also be made available to a domestic partner of an employee, or to the employee based on his or her status as a domestic partner. "Benefits" include any plan, program or policy provided or offered to employees as part of the employer's total compensation package, including but not limited to, bereavement leave, family medical leave, sick leave, health insurance or other health benefits, dental insurance or other dental benefits, disability insurance, life insurance, membership or membership discounts, moving expenses, pension and retirement benefits, and travel benefits.

Cash Equivalent. If after making a reasonable effort to provide an equal benefit for a domestic partner of an employee, the Bureau is unable to provide the benefit, the Bureau shall provide the employee with the cash equivalent of the benefit.

Proof of Domestic Partner Status. The Bureau may require an employee to provide proof of domestic partnership status as a prerequisite to providing the equal benefits. Any such requirement of proof shall comply with Sec. 39.07(4), MGO.

Notice Posting, Compliance. The Bureau shall post a notice informing all employees of the equal benefit requirements of this Agreement, the complaint procedure, and agrees to produce records upon request of the City, as required by Sec. 39.07, MGO.

Subcontractors (Service Agreements Only). Bureau shall require all subcontractors, the value of whose work is twenty-five thousand dollars (\$25,000) or more, to provide equal benefits in compliance with Sec. 39.07, MGO.

19. IT Network Connection Policy. If this Agreement includes services such as software support, software maintenance, network services, and/or system development services and will require a Network Connection the City Network (as defined in the following link), the City's Network Connection Policy found at this link: <http://www.cityofmadison.com/attorney/documents/posNetworkConnection.doc> is hereby incorporated and made a part of this Agreement and Bureau agrees to comply with all of its requirements.

20. Counterparts, Electronic Delivery. This Agreement may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Agreement may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original. Executed copies or counterparts of this Agreement may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether

or not a hard copy is also delivered. Copies of this Agreement, fully executed, shall be as valid as an original.

21. Compliance with Laws. The Bureau and City shall comply with all Federal, State and local statutes, laws, ordinances, regulations, rules and codes applicable to their respective obligations under this Agreement.
22. Assignment. This Agreement, or any obligations hereunder, may not be assigned without the prior written consent of the other party.
23. Waiver. Failure of either party to insist upon the strict performance of any of the terms or conditions herein to be performed by the other party shall not be deemed a waiver of any rights or remedies by the performing party and shall not be deemed a waiver of any subsequent default or nonperformance of any terms or conditions to be performed herein by the other party.
24. Entire Agreement. This Agreement and the Exhibits attached hereto represent the full and complete agreement of the parties hereto and all prior negotiations and dealings relating to this Agreement and the subject matter hereof shall be deemed superseded by and merged into this Agreement.
25. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws and judicial decisions of the State of Wisconsin.

IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

CONTRACTOR

Monona Terrace

Greater Madison Convention & Visitors Bureau

By:

By:

(Signature) Greg McManners, Executive Director

(Signature) Deb Archer, President & CEO

Date:

By : _____

Jeanette Riechers, Chair

Board of Directors, Greater Madison Convention
& Visitors Bureau

CITY OF MADISON, WISCONSIN

a municipal corporation

By:

Paul R. Soglin, Mayor

Date:

Approved:

By:

Maribeth Witzel-Behl, City Clerk

David P. Schmiedicke, Finance Director

Date:

Date:

Approved as to Form:

Eric T. Veum, Risk Manager

Michael P. May, City Attorney

Date:

Date:

EXHIBIT A
Description of Program Goals and Compensation 2015
City of Madison (City)
Greater Madison Convention & Visitor Bureau (Bureau)

I. The City shall pay the Bureau the following amounts pursuant to the terms and conditions of this Agreement.

- | | | |
|----|--|--|
| A. | The City general destination marketing (of which \$180,000, is paid based upon achievement of performance measures). | Value: Estimated at \$2,574,754 (Estimate based on two (2) quarters of actual 2014 room tax collections. See formula set forth in Section 4 of Contract. |
| B. | The Monona Terrace specific marketing. | Value: \$109,608 |
| C. | Event Booking Assistance Subsidy | Value up to: \$200,000 |

II. The Bureau will achieve the following Program Goals:

A. Destination Marketing Program goals:

1. Initiate and participate in activities to generate the following:

- a. Generate \$750,000 of public relations value as measured by equivalent advertising prices of the media in which the public relations occur.
- b. Receipt of at least \$400,000 in destination marketing investments from private sector and other municipal sources (excluding general contract with Dane County and direct funding from City/Monona Terrace).
- c. Confirm total future hotel room nights of 74,000

B. Monona Terrace Sales and Marketing Program Goal:

Initiate and participate in sales and marketing activities in order to generate sales for Monona Terrace as follows:

- a. Total Definite Convention and Conference contract revenues goal: \$745,000. (Definite is defined as signed contract with deposit)

It is noted that the ability of the Bureau to meet the above Convention and Conference sales and marketing activity goals may be affected by the fact that the Bureau does not have exclusive first right of refusal for convention space beyond 18 months in advance of meeting dates.

It is acknowledged and agreed by the City that the City and Bureau will take into consideration this situation when reviewing the results of the Bureau in meeting its activities goals.

It is noted that the Bureau has offered Public Relations support as required by conventions or other events taking place at Monona Terrace or requested by Monona Terrace Public Relations or Marketing staff.

- III. The Bureau agrees to the use the funding in this Agreement to greater value by initiating efforts with other promotional entities such as the State Department of Tourism. The City will consider joint efforts as elements of success.
- IV. The City shall review and approve all concepts for promotional documents prior to design for which City monies are used. The City shall review and approve the sections of promotional materials which refer to City facilities or services.

V. Funding and disbursements will occur as follows: A.

Bureau Expenses:

The City shall reimburse the Bureau on a monthly basis for those direct expenses incurred in the performance of services hereunder and documented by the Bureau up to the amount in Monona Terrace specific marketing, I.-B. above.

B. Destination Marketing

- 1. The City will pay the Bureau for destination marketing services in accordance with this Article V, the Scope of Services in Section 2 and with the formula set forth in Section 4. The City shall make such payments on a monthly basis in 12 equal payments on or about the 15th day of each month, January through December of 2015. \$180,000 of such estimated amount will be paid quarterly based upon program goals or achievement of performance measures set forth in Articles II and V.B.2. of this Exhibit.
- 2. \$180,000 of total Destination Marketing Services funding is earmarked for payment to the Bureau based upon achievement of performance goals, enumerated herein in Article II. Destination Marketing Program Goals have a \$90,000 incentive. The Monona Terrace Sales and Marketing Program Goal has a \$90,000 incentive. Incentive funds will be calculated on a percentage basis equal to the percentage of annual goals achieved (e.g.,15% of annual goal achieved in a quarter, results in 15% of funding being paid for performance that quarter). Achievement of goals in each Program is cumulative on an annual basis up to 100% (\$180,000). Funds will be paid on a quarterly basis on or about the 45th day following the end of each calendar year quarter of 2015.

C. Monona Terrace Event Assistance Fund

- 1. Administrative fee of \$5,000 will be paid to the Bureau on or about January 15, 2015.
- 2. Additional funds for Monona Terrace event booking assistance will be provided to the Bureau as disbursements are made and the total fund balance held on account by the Bureau is \$25,000 or less.

VI. The City's primary contact for the administration of this Agreement will be the Monona Terrace Director. On behalf of the City, the Monona Terrace Director will monitor and evaluate the performance of the Bureau, receive and review all reports, and release payments as outlined herein. The Bureau designates its President as its agent with primary responsibility for the Bureau's performance of services under this Agreement.