

# Dane County Contract Cover Sheet

Revised 01/2023

Res 327  
significant

Dept./Division	Alliant Energy Center		
Vendor Name	Destination Madison	MUNIS #	3052
Brief Contract Title/Description	To provide sales and marketing services for the Alliant Energy Center		
Contract Term	1/1/2023-12/31/2023		
Contract Amount	\$312,100		

Contract # Admin will assign	15000
Type of Contract	
<input checked="" type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Adam Heffron	Name	Ellie Westman Chin
Phone #	267-3982	Phone #	608-441-4944
Email	heffron.adam@alliantenergycenter.com	Email	Chin@visitmadison.com
Purchasing Officer	Megan Roqan		

Purchasing Authority	<input type="checkbox"/> \$12,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$12,000 – \$43,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$43,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$43,000 or under (\$25,000 or under Public Works)	
	<input checked="" type="checkbox"/> Bid Waiver – Over \$43,000 (N/A to Public Works)	
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Req #	840	Org:GMCVB	Obj:31706	Proj:	\$ 259,000.00
	Year		Org:GMCVB	Obj:22480	Proj:	\$ 38,600.00
			Org:GMCVB	Obj:22478	Proj:	\$ 14,500.00

<b>Budget Amendment</b>	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	Res #	327
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		
	<input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

<b>CONTRACT MODIFICATIONS – Standard Terms and Conditions</b>		
<input checked="" type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input type="checkbox"/> Non-standard Contract

<b>APPROVAL</b>	
Dept. Head / Authorized Designee	
Heffron, Adam	Digitally signed by Heffron, Adam Date: 2023.02.03 15:39:39 -06'00'

<b>APPROVAL – Contracts Exceeding \$100,000</b>	
Director of Administration	Corporation Counsel

<b>APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached</b>			
DOA:	Date In: 2/7/23	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Tuesday, February 7, 2023 10:10 AM  
**To:** Hicklin, Charles; Rogan, Megan; Gault, David; Lowndes, Daniel  
**Cc:** Stavn, Stephanie; Oby, Joe  
**Subject:** Contract #15000  
**Attachments:** 15000.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 2/7/2023 10:40 AM	Approve: 2/7/2023 10:40 AM
	Rogan, Megan	Read: 2/7/2023 10:30 AM	Approve: 2/7/2023 10:48 AM
	Gault, David	Read: 2/7/2023 11:00 AM	Approve: 2/7/2023 11:01 AM
	Lowndes, Daniel	Read: 2/7/2023 3:23 PM	Approve: 2/7/2023 3:24 PM
	Stavn, Stephanie	Read: 2/7/2023 1:06 PM	
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #15000  
Department: Alliant Energy Center  
Vendor: Destination Madison  
Contract Description: Contract for Sales & Marketing Services at the AEC (Res 327)  
Contract Term: 1/1/23 – 12/31/23  
Contract Amount: \$312,100.00

### *Michelle Goldade*

Administrative Manager  
Dane County Department of Administration  
Room 425, City-County Building  
210 Martin Luther King, Jr. Boulevard  
Madison, WI 53703  
PH: 608/266-4941  
Fax: 608/266-4425  
TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays in accordance with COVID 19 response guidelines.

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**2022 RES-327**

**AUTHORIZING A CONTRACT WITH THE GREATER MADISON CONVENTION  
AND VISITORS BUREAU**

The current contract with the Greater Madison Convention & Visitors Bureau (GMCVB) dba Destination Madison expired on December 31, 2022. The contract includes three categories of funding for the GMCVB. The contract includes \$259,000 for general marketing and other services. It also includes \$38,600 for sports development and other event incentives that are reported to the County's Personnel and Finance Committee. Finally, the contract includes \$14,500 for support of the Madison Area Sports Commission. The County and the GMCVB desire to contract through 2023 for a total cost of \$312,100. The purchase of service contract for these activities requires approval by the County Board.

**NOW, THEREFORE BE IT RESOLVED**, that the 2023 contract with the Greater Madison Convention and Visitors Bureau, dba Destination Madison, 22 East Mifflin St Suite 200, Madison, WI 53703 is hereby approved.

**BE IT FINALLY RESOLVED**, that the County Executive and County Clerk are authorized to sign the contract documents.

**DANE COUNTY CONTRACT #** 15000

Revised 01/30/2023



**Department:** Alliant Energy Center  
Greater Madison  
**Provider:** Convention & Visitor's  
Bureau d/b/a Destination  
Madison  
**Expiration Date:** December 31, 2023  
**Maximum Cost:** \$312,100

**Registered Agent (if applicable):** [REDACTED]  
**Registered Agent Address:** [REDACTED]

**THIS AGREEMENT**, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and Greater Madison Convention and Visitors Bureau d/b/a Destination Madison (hereafter, "PROVIDER"),

**WITNESSETH:**

**WHEREAS** COUNTY, whose address is 1919 Alliant Energy Center Way, Madison, WI 53713, desires to purchase services from PROVIDER for the purpose of providing sales and marketing services; and

**WHEREAS** PROVIDER, whose address is 22 East Mifflin St. Suite 200, Madison, WI 53703 is able and willing to provide such services;

**NOW, THEREFORE**, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

**I. TERM:**

The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. COUNTY shall not be liable for any services performed by PROVIDER other than during the term of this Agreement. COUNTY shall never pay more than the Maximum Cost as stated above for all services. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.

**II. SERVICES:**

- A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.
- B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.

- C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.
- D. No portion of funds under this Agreement may be used to support or advance religious activities.
- E. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin and has met all state and federal service standards, certifications and assurances as expressed by State and Federal statutes, rules, and regulations applicable to the services covered by this Agreement.
- F. PROVIDER will follow applicable public health guidelines to provide safe services and a safe workplace. In addition, by signing this Agreement, PROVIDER acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that PROVIDER and its staff may be exposed to or infected by COVID-19 by providing services under this Agreement and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

PROVIDER further acknowledges that PROVIDER is assuming all of the foregoing risks and accept sole responsibility for any injury to itself and staff, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense or any kind, that PROVIDER or its staff may experience or incur in connection with providing services. PROVIDER hereby releases, covenants not to sue, discharges, and holds harmless and indemnifies the COUNTY, its employees, agents, and representatives, of and from any and all claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. Provider understands and agrees that this release includes any claims based on the actions, omissions, or negligence of COUNTY, its employees, agents and representatives, whether a COVID-19 infection occurs before, during, or after the provision of services under this Agreement.

**III. ASSIGNMENT/TRANSFER:**

PROVIDER shall not assign, subcontract or transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY, including the hiring of independent contract service providers unless otherwise provided herein. Claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.

**IV. TERMINATION:**

- A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.
- B. The following shall constitute grounds for immediate termination:
  - 1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
  - 2. failure by PROVIDER to carry applicable licenses or certifications as required by law.
  - 3. failure of PROVIDER to comply with reporting requirements contained herein.
  - 4. inability of PROVIDER to perform the work provided for herein.

- C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.
- D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of offset.
- V. **PAYMENT:**  
COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.
- VI. **REPORTS:**  
PROVIDER agrees to make such reports as are required in the attached schedules, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said schedules shall result in the penalties set forth herein.
- VII. **DELIVERY OF NOTICE:**  
Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.
- VIII. **INSURANCE & INDEMNIFICATION:**
- A. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER's furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. Any failure on the part of the PROVIDER to comply with reporting or other provisions of its insurance policies shall not affect this PROVIDER's obligations under this paragraph. COUNTY reserves the right, but not the obligation, to participate in defense without relieving PROVIDER of any obligation under this paragraph. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.
- B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

1. Commercial General Liability.

PROVIDER agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERs and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations.

2. Professional Liability Insurance.

If PROVIDER renders professional services (such as medical, architectural or engineering services) under this Agreement, then PROVIDER shall provide and maintain two million dollars (\$2,000,000.00) of professional liability insurance. If such policy is a "claims made" policy, all renewals during the life of the Agreement shall include "prior acts coverage" covering at all times all claims made with respect to PROVIDER's work performed under the Agreement. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by COUNTY

3. Commercial/Business Automobile Liability Insurance.

If applicable to the services covered by this Agreement, PROVIDER shall provide and maintain commercial general liability and automobile liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage for commercial general liability and automobile liability insurance shall, at a minimum, be at least as broad as Insurance Services Office ("ISO") Commercial General Liability Coverage (Occurrence Form CG 0001) and ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).

4. Environmental Impairment (Pollution) Liability

If PROVIDER will be transporting waste or will be disposing of waste or products under this Agreement, then PROVIDER agrees to maintain Environmental Impairment (Pollution) Liability insurance at a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.

5. Workers' Compensation.

PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

6. Umbrella or Excess Liability.

PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

C. Required provisions.

1. Insurer's Requirement

All of the insurance shall be provided on policy forms and through companies satisfactory to COUNTY, and shall have a minimum AM Best's rating of A- VIII

2. Additional Insured.

COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of PROVIDER; products and completed operations of PROVIDER; premises occupied or used by PROVIDER; and vehicles owned, leased, hired or borrowed by PROVIDER. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Except for the workers compensation policy, each insurance policy shall contain a waiver of subrogation endorsement in favor of COUNTY.

3. Provider's Insurance Shall be Primary

For any claims related to this Agreement, PROVIDER's insurance shall be primary insurance with respect to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by COUNTY, its elected and appointed officers, officials, employees or authorized representatives or volunteers shall not contribute to the primary insurance. PROVIDER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability

4. Cancellation Notice

Each insurance policy required by this Agreement shall state, or be endorsed so as to the state, that coverage shall not be canceled by the insurance carrier or the PROVIDER, except after sixty (60) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to COUNTY.

5. Evidences of Insurance.

Prior to execution of the Agreement, PROVIDER shall file with COUNTY a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions as detailed herein.

6. Sub-Contractors.

In the event that PROVIDER employs sub-contractors as part of this Agreement, it shall be the PROVIDER's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

- D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

**IX. NO WAIVER BY PAYMENT OR ACCEPTANCE:**

In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

**X. NON-DISCRIMINATION:**

During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

**XI. CIVIL RIGHTS COMPLIANCE:**

- A. If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990.



PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.

- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

**XII. COMPLIANCE WITH FAIR LABOR STANDARDS:**

- A. Reporting of Adverse Findings  
During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations,. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.
- B. Appeal Process  
PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in Dane County Ordinances Sec. 25.08(20)(c) through (e).
- C. Notice Requirement  
PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

**XIII. CONTROLLING LAW AND VENUE:**

It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.

**XIV. FINANCIAL INTEREST PROHIBITED:**

Under s. 946.13, Wis. Stats. COUNTY employees and officials are prohibited from holding a private pecuniary interest, direct or indirect, in any public contract. By executing this Agreement, each party represents that it has no knowledge of a COUNTY employee or official involved in the making or performance of the Agreement that has a private pecuniary interest therein. It is expressly understood and agreed that any subsequent finding of a violation of s. 946.13, Wis. Stat. may result in this Agreement being voided at the discretion of the COUNTY.

**XV. LIMITATION OF AGREEMENT:**

This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

**XVI. ENTIRE AGREEMENT:**

The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

**XVII. COUNTERPARTS:**

The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

**XVIII. CONSTRUCTION:**

This Agreement shall not be construed against the drafter.

**XIX. COPIES VALID:**

This Agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under this Agreement.

**XX. REGISTERED AGENT:**

PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.

**XXI. DEBARMENT:**

By signing this Contract, PROVIDER attests that it is not debarred from participating in federal procurements. COUNTY reserves the right to cancel this Contract if PROVIDER is presently, or is in the future, on the list of parties excluded from federal procurements.

**XXII. EXECUTION:**


A. The parties agree that execution of this document may be made by electronic signatures. The parties may make electronic signatures by typing the name of the authorized signature followed by the words, "electronically signed" or by any other electronic means representing an authorized signature by


PROVIDER. PROVIDER shall ensure that only authorized persons may affix electronic signatures to this Agreement and COUNTY may rely that the electronic signature provided by PROVIDER is authentic.

- B. This Agreement has no effect until signed by both parties. The submission of this Agreement to PROVIDER for examination does not constitute an offer. PROVIDER warrants that the persons executing this Agreement on its behalf are authorized to do so.

**IN WITNESS WHEREOF**, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

**FOR PROVIDER:**

  
\_\_\_\_\_  
Ellie Westman Chin  
CEO GMCVB/MASC

  
\_\_\_\_\_  
Date

\*\*\*

**FOR COUNTY:**

\_\_\_\_\_  
Joseph T. Parisi  
Dane County Executive

\_\_\_\_\_  
Date

\_\_\_\_\_  
Scott McDonell  
Dane County Clerk

\_\_\_\_\_  
Date

\* [print name and title, below signature line of any person signing this document]

## **SCHEDULE A**

### **Scope of Services**

**1. DESTINATION MADISON / DANE COUNTY DESTINATION SALES & MARKETING**

**A. Annual Business Plan**

Destination Madison will provide a written Annual Business or Strategic plan outlining its program of work and activities.

**B. Destination Marketing Plan**

As referenced in the Destination Madison Annual Business or Strategic Plan, Destination Madison sells and markets Dane County as a convention, exhibition, events and leisure destination through weekend getaway programs, publications, the website ([www.visitmadison.com](http://www.visitmadison.com)) and through public relations efforts. Destination Madison also provides visitor information services through a toll free visitor line and through representation at the UW Visitor Information locations (materials provided at this location, but no staffing) and at the Dane County Regional Airport.

**2. DESTINATION MADISON / ALLIANT ENERGY CENTER SALES AND MARKETING -  
COMMITMENT TO EXCELLENCE & BEST PRACTICES:**

**A. Alignment of Goals and Objectives**

1. As described in detail herein, the parties have committed to aligning their respective goals and objectives with regard to their relationship, so as to create synergy for the benefit of both parties.
2. The parties shall use their best and good faith efforts to meet objectives and requirements of the Agreement and its attachments, including but not limited to all Schedules attached hereto and incorporated herein by reference.
3. Destination Madison and the Alliant Energy Center shall work together in good faith to resolve any concerns and/or disagreements that arise under this Schedule A. In the event the parties cannot resolve a material concern or disagreement, the CEO of Destination Madison and/or Destination Madison Board Chair, will work to resolve the concern or disagreement with the Alliant Energy Center Executive Director
4. Should approval for and construction timeline be approved for expansion of the Alliant Energy Center during the term of this contract, the Destination CEO, Alliant Energy Center Executive Director and County Executive (or his/her designee) will meet immediately after such, to negotiate additional resources needed to support the sales, marketing and promotional needs for the additional meeting/exhibit/tradeshaw space and appropriate amendments to increase funding for this purpose would be allowed under this Agreement.

### 3. DESTINATION MADISON/ ALLIANT ENERGY CENTER SALES POLICIES AND PRACTICES

#### A. Statement of Purpose

1. The Alliant Energy Center is owned and operated by Dane County, Wisconsin. The mission of the Alliant Energy Center of Dane County is to manage and operate first- rate venues for local, regional, national and international events. The facilities will consistently deliver superior, user-friendly services to all its customers, clients, tenants, visitors, guests and employees. The Alliant Energy Center will be properly maintained, and professionally and efficiently operated. The Alliant Energy Center will benefit the community and citizens of Dane County by providing the economic and quality of life benefits related to its success in the conventions, expositions, meeting and trade show industry and by hosting entertainment, sporting, livestock exhibition, consumer and social events.
2. The management of the Alliant Energy Center reserves the right to promote, solicit, develop and make reservation for any activity deemed appropriate to Alliant Energy Center objectives adhering to the booking policy herein, and to classify in cooperation with Destination Madison, when appropriate, all activities requesting utilization of the facility.
3. Destination Madison primary objective is to expand economic vitality and impact by increasing visitor volume and spending in Dane County. Primary to this objective is to secure events that generate significant room nights, revenue impact and economic benefit for Madison and Dane County. Destination Madison shall also provide destination sales and marketing for regional or national conferences and events.

#### B. Best Practices

1. Communications Structure: The parties have determined that their relationship works best with defined participants by both parties. To that end, Destination Madison personnel who shall work directly with Alliant Energy Center personnel shall be led by Destination Madison's Chief Executive Officer. The Alliant Energy Center team who shall work directly with Destination Madison personnel and Destination Madison shall be led by the Alliant Energy Center Executive Director.
2. Communications Practices: Both parties strive to increase sales. With this in mind, the following practices are recommended which will:
  - Foster partnership and teamwork.
  - Create accountability of both parties.
  - Generate stronger sales.
  - Create for strategic discussions between Destination Madison, Alliant Energy Center and County staff, leadership and officials.
  - Create optimum experience for clients.
3. Recommended Communication Practices:
  - Rep of Alliant Energy Center Staff to meet with Destination Madison and/or Madison Area Sports Commission (MASC) sales staff as requested to assist in sales activities.
  - Alliant Energy Center Director is available to address Destination Madison Board to discuss Alliant Energy Center opportunities and

challenges as the Board sees a need or Alliant Energy Center director requests the opportunity.

- Destination Madison and Alliant Energy Center Services Teams communicate about incoming clients, their needs and expectations and best deployment of Alliant Energy Center and Destination Madison services.
- Alliant Energy Center Director and Destination Madison CEO will meet as needed, preferably a minimum of once per quarter to discuss opportunities and challenges.
- Destination Madison shall attend and participate in Alliant Energy Center Customer Forums. Alliant Energy Center shall provide advance notice of all such forums and will request and consider invitee suggestions from Destination Madison.
- Destination Madison shall attend and participate in Alliant Energy Center Master Plan/Task Force meetings as determined necessary.

Both parties recognize that client and public communication shall be presented in a collaborative fashion to best serve the client.

During course of soliciting and closing business, Destination Madison and Alliant Energy Center staff will mutually disclose conversations with client and inform sales counterparts as soon as possible, of any questions/concerns or follow-up requests from client regarding the sales counterpart's areas of responsibility

### **C. Sales Policies & Procedures**

With the goal of increasing revenues, protecting current high yield revenue customers for Alliant Energy Center, both parties agree to simplifying customer definitions and developing more strategic and integrated sales practices.

#### **1. Sales Protocol and Process**

With the goals of building a team sales model and increase sales, both parties have mutually agreed to the following sales policies and procedures for pursuit of Destination Madison Target Event Customers (defined in Schedule A 4.

#### **(i) PERFORMANCE MEASURES and EVENT ASSISTANCE PROGRAM):**

- Destination Madison to prospect and qualify account and assign sales manager
- Destination Madison is responsible for managing response to the RFP
- Alliant Energy Center is responsible for providing Destination Madison with date availability, tentative space layout and rental figure.
- Alliant Energy Center will be informed of any financial support that Destination Madison is providing outside of Alliant Energy Center Event Assistance Fund.
- Alliant Energy Center and Destination Madison reps meet to discuss additional information and strategies needed for bid proposal
- Destination Madison prepares bid book and sends to client
- Destination Madison arranges/coordinates site visits. Alliant Energy Center welcome to participate in other aspects of site visit.
- Alliant Energy Center and/or Destination Madison's Alliant Energy Center Account Manager negotiates facility needs/pricing directly,

making sure to inform Destination Madison as soon as possible as it may affect funding needs.

- Destination Madison and Alliant Energy Center to work collaboratively to strategize on best way to close business, including additional incentives or facility discounts, entertainment etc. at Alliant Energy Center events
- Alliant Energy Center and/or Destination Madison's Alliant Energy Center Account Manager to contract directly with the client.
- Copy of contract or official booking acknowledgement to be sent to Destination Madison once signed contract received.
- Destination Madison shall maintain access to AEC Ungerboeck calendar.

This protocol and process may be modified as considered necessary to better achieve the objectives of this agreement.

## 2. **Special Considerations**

The Executive Director of Alliant Energy Center may decline rentals when it is determined that the event is not in the best financial interest of Dane County. Documentation detailing reasons for the decisions will be made available to Destination Madison by client deadline date.

## 3. **Booking Status**

a. **Tentative (First Option):** Dates for convention and/or meeting space being held at Alliant Energy Center for a specified and limited amount of time pending a final selection decision by the user. The Alliant Energy Center will reserve the right to release the hold on dates and space after the decision date has expired.

Should a challenge arise before the decision date, the first option client shall have two (2) business days, or a length of time determined by the Executive Director of Alliant Energy Center, to remit all required deposits and execute a contract with Alliant Energy Center. If the first option client fails to respond accordingly, the Alliant Energy Center may cancel any and all space holds, in favor of the second option client. This policy shall be made a part of all correspondence including, but not limited to, memos of understanding and letters of intent.

b. **Contracted (Definite) Booking:** A booking confirmed under a contractual commitment upon execution of a lease agreement and the receipt of a valid deposit.

c. **Building Hold:** A hold placed on space by the Alliant Energy Center for purposes of maintenance or other needs.

d. **Release Date:** The date at which a tentative booking commitment period expires. At this point in time, the booking will be considered cancelled or the commitment period may be extended only in writing by the Alliant Energy Center.

## D. **Contract Approval**

Alliant Energy Center may decline to approve any contract on the basis of credit references, financial ability, prior experiences, client failure to perform obligations or client failure to proceed with a definite reservation. Alliant Energy Center must inform



Destination Madison of such contract decision, so further discussion or potential accommodations can be arranged to secure business for another destination venue. Additionally, Alliant Energy Center may decline any contract for an event of nature or content, which violates any laws or building code in the City of Madison, Town of Madison, Dane County or the State of Wisconsin. Alliant Energy Center decisions of this nature must be documented by the Alliant Energy Center Director and shared with Destination Madison.

**E. Price Guarantee**

Absent significant unforeseen circumstances, Alliant Energy Center will guarantee rental rates quoted in an Alliant Energy Center generated proposal or Booking Form until the decision date. Charges not quoted in an executed contract or an event estimate will be assessed and charged at the rate in effect at the time of space and service delivery.

**F. Confidentiality Addendum**

The County may disclose or provide Destination Madison with access to certain information in the course of performing the work under this agreement and there may be other, ancillary information that the County also discloses to Destination Madison. All this information is collectively referred to as the "Confidential Information". In consideration of the County's performance of its obligations under this Agreement, including the disclosure of the Confidential Information for Destination Madison to use, Destination Madison agrees to the following use and disclosure obligations:

Title to the Confidential Information and all related materials and documentation the County delivers to Destination Madison will remain with the County.

Destination Madison agrees to treat such Confidential Information as secret if it is so marked, otherwise identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interest of the County, other providers or potential providers with the County, or individuals or organizations about whom the County keeps information. By way of illustration, information should be treated as confidential if it includes any proprietary documentation, materials, flow charts, codes, data, software, computer instructions, techniques, models, information, diagrams, know-how, trade secrets, data, business records, or client information.

Destination Madison agrees not to disclose any Confidential Information to third parties.

Destination Madison will restrict circulation of the Confidential Information within its organization and then only to people in Destination Madison's organization that have a need to know the Confidential Information for the purpose described in the introductory provisions of this Agreement.

This requirement shall survive the expiration or termination of this Agreement and shall continue in full force and effect and shall be binding upon Destination Madison, its agents, employees, successors, assigns, sub-providers, or any combination thereof. Destination Madison shall advise all Destination Madison's agents,

employees, successors, assigns and sub-providers that are engaged by Destination Madison in providing services to the County of the confidentiality provisions set forth herein.

#### 4. PERFORMANCE MEASURES AND EVENT ASSISTANCE PROGRAM

##### A. Alliant Energy Center: Destination Madison Leads for Business

35 qualified "Target Event Customer" leads generated by Destination Madison for Alliant Energy Center business. A qualified lead is defined as a Destination Madison qualified, target customer which meets the parameters listed below, whose bid specifications have been forwarded to Alliant Energy Center for a proposal and, put on the Alliant Energy Center calendar as a Destination Madison hold (including name of client). If pandemic conditions persist, the number of leads required by the County will be reduced accordingly.

##### 1. Lead (Target Event Customers) Parameters

One (1) lead **will be** tallied when a group is considering a single year event, but consecutive year proposals are requested. Customers requesting multiple year contracts and are interested in and book multi-year contracts will result in multiple lead count.

- a. Peak Room Nights: Any event requiring a minimum of 50 rooms on two consecutive peak nights.
- b. Square Footage Use: Any event requiring a minimum of 20,000 cumulative gross sf Multiple Day Use: Any event utilizing event space for minimum of two full days (paid event days; does not apply to ingress/egress).
- c. Competitive Bid Status: Any event that involves a competitive bid vs. another destination.

##### OR

- a. Square Footage Use: Any event requiring a minimum of 20,000 cumulative gross sf.
- b. Competitive Bid Status: Any event that involves a competitive bid vs. another destination.

##### 2. Destination Madison Will Not Pursue:

- a. Concerts
- b. Semi-pro/pro or amateur sports leagues based at Alliant Energy Center

##### B. Event Assistance Program

1. Each year of Destination Madison /Dane County Contracts, Destination Madison will allocate and administer up to \$75,000 in direct cash support, to assist in the booking of events at the Alliant Energy Center. These moneys will be provided to Destination Madison as part of the monthly contract cash payments and, in turn, disbursements of the assistance moneys shall be made directly from Destination Madison to the Alliant Energy Center, and will not be based on assessments or any other contingency. The payment will be reflected in the Alliant Energy Center license agreement and be applied to the last contractually specified payment due from the user. Should an event cancel, the lessee shall be responsible for all monies due, and the assistance funds

provided to the now cancelled event will be returned to the fund to be distributed to another qualified user.

2. The selections and determination of the recipients will be made by the Alliant Energy Center Executive Director or CFO and Alliant Energy Center Senior Sales Manager, the Destination Madison CEO or CEO's designated proxy and VP or Director of Sales or VP of MASC and, Dane County Board representative to the Destination Madison Board of Directors. Requests will be evaluated as the needs come forward from Destination Madison.
3. **General Parameters**
  - a. Events should occupy a total of 20,000 gross sq. ft. of space over a minimum of 2 event days or be projected to produce \$40,000 of venue contracted rental revenue for the Alliant Energy Center. Venue rental revenue is defined as the amount (numerical value) to be paid by the client to the Alliant Energy Center as indicated on page one of the signed contract. Addendums to the original agreement that add to the venue rental amount may be considered for the purposes of this benchmark.
  - b. No less than \$5,000 or more than \$25,000 will be given to a single event.
  - c. At the conclusion of each contract, unexpended funds shall be maintained in a segregated escrow account by Destination Madison for future use under this program. The parties will agree to a statement summarizing the activity within this account, including the beginning and ending balances of the contract period, prior to January 15 of the succeeding year. In the event a contract between the County and Destination Madison is not renewed or extended, unexpended monies in this fund will be delivered to the Alliant Energy Center prior to April 1 following the conclusion of the agreement and the services normally provided by Destination Madison to Alliant Energy Center clients would cease, unless there is a prior documented event specific agreement for Destination Madison services and/or approved event assistance funds.
  - d. In special circumstances, the CEO of Destination Madison and Executive Director of the Alliant Energy Center may mutually agree to utilize these funds for an Alliant Energy Center event that may not meet the specified criteria.
  - e. Should County payments to Destination Madison increase in future years, it is the intention of the County and Destination Madison that the \$50,000 annual event incentive fund for Alliant Energy Center events will be increased. In the event of a County increase or reduction in funding, at no time shall the annual event assistance allocation exceed 22.5% of the County direct funding to Destination Madison.
  - f. This assistance agreement does not impact the Dane County contract funding for the MASC or sports event assistance moneys supplied by Dane County.

C. **Dane County Performance Measures**

These measures do not count toward year-end performance measures for the purposes of the Dane County contract, but represent some of the measures Destination Madison tracks to determine efficacy of programs and impact on the destination. Future goals will be established on or around November 15 of the preceding year and provided to the Alliant Energy Center Director.

1. Direct spending impact for all groups Destination Madison secures.
2. Room nights for all groups Destination Madison secures.
3. Destination Public Relations Value: Estimated ad value of publicity for which Destination Madison is responsible for generating.
4. Convention Trade Publicity

*\*Figures are associated with business Destination Madison processes as leads and wins. Does not include groups such as World Dairy Expo, WIAA, etc., which the Destination Madison Services and Supports, but is not responsible for securing for the destination.*

## **SCHEDULE B**

### **Pricing Structure and Payment**

1. Destination Madison will be paid a maximum of \$312,100 per year or the amount determined by the approved Annual Dane County budget in 2023 for services and sales provided in Agreement. Said payments shall be made in twelve, equal monthly installments. Payment is contingent upon verification and receipt of reports, within thirty (30) days after receipt of Invoice.

Invoices must reference the Dane County Purchase Order# (if applicable) and shall be sent to:

Adam Heffron, Center Executive Director  
Alliant Energy Center  
1919 Alliant Energy Center Way  
Madison, WI 53713

2. A \$38,600 Sports Development Fund being funded by Dane County is to be used by Destination Madison or the MASC (administered by Destination Madison) to attract sports related events to the Alliant Energy Center and the Madison area. Disbursements from this fund shall be paid separately from the above monthly payments.

Under this agreement, Provider shall be allowed to use all or a portion of the \$38,600 included for Sports Development to support other community events that draw visitors to the Madison area. Such support shall be provided through a competitive process and any award for a non-sports special event shall be reported to the County's Personnel and Finance Committee.

3. \$14,500 will be funded by Dane County to the MASC, which is administered by Destination Madison. This funding is to support the operations and programs of MASC, which is dedicated to growing the area's economy by attracting and creating destination sports events. This funding will be provided In a single payment no later than May 1, 2023, to the following address:

Ellie Westman Chin, CEO GMCVB/MASC  
22 East Mifflin St. Suite 200  
Madison, WI 53703

## **SCHEDULE C Reporting**

The following reports/meetings will be submitted/conducted as noted:

### **1. QUARTERLY REPORTS**

- A. A summary of Destination Madison sales and marketing activity will be provided quarterly to Dane County Controller, Dane County Board liaison to Destination Madison BOD, Dane County Executive's office and Alliant Energy Center Management no later than April 30, July 31, October 31 and January 30.
- B. Upon agreement of future performance measure goals, Destination Madison will provide updates on these measures in all quarterly reports.
- C. The quarterly report shall contain a detailed list of the Alliant Energy Center leads obtained for the current year.
- D. If list of Alliant Energy Center users that Destination Madison provided services is included in the report, a list indicating the specific services provided to the each user will be included.

### **2. SEMI-ANNUAL PRESENTATIONS**

Destination Madison shall be entitled to make presentations to the Dane County Executive and Controller, Dane County Public Works Committee, Dane County Personnel & Finance, Dane County Board of Supervisors and Alliant Energy Center Commission, as needed or requested.

- A. Such semi-annual presentations shall include a description of Destination Madison efforts and accomplishments with regard to meeting the Performance.