

Res 294  
Significant

# CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT Alliant Energy Center	CONTRACT/ADDENDUM #: <span style="font-size: 1.5em;">12881</span>																											
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 15%; text-align: left;">Contract</th> <th style="width: 70%; text-align: center;">If Addendum, please include original contract number</th> <th style="width: 15%; text-align: right;">Addendum</th> </tr> <tr> <td style="text-align: center;">↓</td> <td></td> <td style="text-align: center;">↓</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;">POS</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Co Lessee</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Co Lessor</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Intergovernmental</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Purchase of Property</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Property Sale</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Other:</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	Contract	If Addendum, please include original contract number	Addendum	↓		↓	<input checked="" type="checkbox"/>	POS	<input type="checkbox"/>	<input type="checkbox"/>	Co Lessee	<input type="checkbox"/>	<input type="checkbox"/>	Co Lessor	<input type="checkbox"/>	<input type="checkbox"/>	Intergovernmental	<input type="checkbox"/>	<input type="checkbox"/>	Purchase of Property	<input type="checkbox"/>	<input type="checkbox"/>	Property Sale	<input type="checkbox"/>	<input type="checkbox"/>	Other:	<input type="checkbox"/>
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<input type="checkbox"/>	Other:	<input type="checkbox"/>																										
2. This contract is discretionary <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																												
3. Term of Contract or Addendum: From: <u>01/01/2017</u> To: <u>12/31/2019</u>																												
4. Amount of Contract or Addendum   \$294,201																												
5. Purpose: General Marketing and Other Services for the Alliant Energy Center - \$239,951; Sports Development & Incentives - \$39,600; Madison Area Sports Commission - \$14,650																												
6. Vendor or Funding Source: <u>Greater Madison Convention &amp; Visitors Bureau</u>																												
7. MUNIS Vendor Code: <u>3052</u>																												
8. Bid/RFP Number: <u>N/A</u>																												
9. If grant: Funds Positions? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO      Will require on-going or matching funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																												
10. Are funds included in the budget? <input type="checkbox"/> YES <input type="checkbox"/> NO																												
11. Account No. & Amount, Org. & Obj. <u>GMCVB-31706</u> Amount \$ <u>239,951</u> Account No. & Amount, Org. & Obj. <u>GMCVB-22480</u> Amount \$ <u>39,600</u> Account No. & Amount, Org. & Obj. <u>GMCVB-22478</u> Amount \$ <u>14,650</u>																												
12. Is a resolution needed: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO      If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption _____																												
13. Does Domestic Partner equal benefits requirement apply? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																												
14. Director's Approval																												

### CONTRACT REVIEW/APPROVALS

Initials	Ftnt	Date In	Date Out
<u>MJ</u> Received	_____	<u>10/5/16</u>	_____
<u>AW</u> Controller	_____	_____	<u>10/6/16</u>
<u>[Signature]</u> Corporation Counsel	_____	<u>10-6-16</u>	<u>10-6-16</u>
<u>[Signature]</u> Risk Management	_____	<u>10/6/16</u>	<u>10/6/16</u>
_____ ADA Coordinator	_____	_____	_____
<u>CW</u> Purchasing Agent	_____	<u>10/7/16</u>	<u>10/7/16</u>
_____ County Executive	_____	_____	_____

### VENDOR

<b>Vendor Name &amp; Address</b> Greater Madison Convention & Visitors Bureau 22 E Mifflin St Suite 200 Madison, WI 53703
Contact Person <b>Diane Morgenthaler</b>
Phone No. <b>608-441-2622</b>
E-mail Address <b>morgenthaler@visitmadison.com</b>

**Footnotes:**

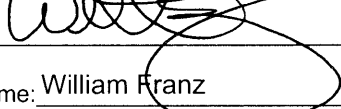
1. \_\_\_\_\_
2. \_\_\_\_\_

<b>Return To:</b> Name/Title: <u>Bill Franz/CFO</u> Dept.: <u>Alliant Energy Center</u>
Phone: <u>267-3985</u> Mail Address: <u>1919 Alliant Energy Center Way</u>
E-mail: <u>franz@alliantenergycenter.com</u> <u>Madison, WI 53713</u>

**CERTIFICATION**

The attached contract: *(Check as many as apply)*


- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract which has been reviewed or developed by corporation counsel which has been changed since that review/development
- is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy<sup>1</sup>

Date: 09-29-16 Signed:   
 Telephone Number: 267-3985 Print Name: William Franz


**MAJOR CONTRACTS REVIEW (DCO Sect. 25.20)** This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

**EXECUTIVE SUMMARY** *(Attach additional pages, if needed).*

1. **Department Head**  Contract is in the best interest of the County.  
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: 9-29-16 Signature: 

2. **Director of Administration**  Contract is in the best interest of the County.  
Comments:

Date: 10/17/16 Signature: 

3. **Corporation Counsel**  Contract is in the best interest of the County.  
Comments:

Date: 10/6/16 Signature: 

<sup>1</sup>A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract my means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

**COUNTY OF DANE**  
**Purchase of Services Agreement**

Number of Pages, including schedules: 17  
Agreement No. 12881  
Expiration Date: 12/31/2019  
Authority: \_\_\_\_\_ Res. \_\_\_\_\_  
Department: Alliant Energy Center  
Maximum Cost: \$ 294,201.00  
Registered Agent: N/A  
Address: \_\_\_\_\_  
\_\_\_\_\_

**THIS AGREEMENT**, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and Greater Madison Convention & Visitors Bureau and GMCVB serving as Administrator for Madison Area Sports Commission (hereafter, "PROVIDER"),

**WITNESSETH:**

**WHEREAS** COUNTY, whose address is Room 426 City County Building, Madison WI 53703, desires to purchase services from PROVIDER for the purpose of 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. 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.
- III. ASSIGNMENT/TRANSFER: PROVIDER shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY unless otherwise provided herein, provided that 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 set-off.
- 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 Schedule C, 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 Schedule C 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.
- 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 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. 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, employees and representatives under the indemnity provisions of this Agreement, PROVIDER shall obtain and at all times during the term of this Agreement keep in full force and effect comprehensive general liability and auto liability insurance policies (*as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services*) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amounts of at least \$1,000,000.00 CSL (Combined Single Limits). Coverage afforded shall apply as primary. COUNTY shall be given ten (10) days advance notice of cancellation or nonrenewal. Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a certificate of insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement. The Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive Date. PROVIDER shall maintain coverage for the duration of this Agreement and for two years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance.
- C. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.
- 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. LIVING WAGE.

- A. PROVIDER agrees to pay all workers employed by PROVIDER in the performance of this Agreement, whether on a full-time or part-time basis, the prevailing living wage as defined in section 25.015(1)(f), Dane County Ordinances. PROVIDER agrees to make available for COUNTY inspection PROVIDER's payroll records relating to employees providing services on or under this Agreement or subcontract.
- B. If any payroll records of PROVIDER contain any false, misleading or fraudulent information, or if PROVIDER fails to comply with the provisions of section 25.015 of the Dane County Code of Ordinances, COUNTY may withhold payments on the Agreement, terminate, cancel or suspend the Agreement in whole or in part, or, after a due process hearing, deny PROVIDER the right to participate in bidding on future county contracts for a period of one year after the first violation is found and for a period of 3 years after a second violation is found.
- C. PROVIDER agrees to submit to COUNTY a certification as required in section 25.015(7) of the Dane County Code of Ordinances.
- D. PROVIDER agrees to display COUNTY's current living wage poster in a prominent place where it can be easily seen and read by persons employed by PROVIDER.
- E. PROVIDER shall ensure that any subcontractors comply with the provisions of this section.
- F. The following are exemptions from the requirements of this section:
  - 1. When the Maximum Cost of the Agreement is less than \$5,000;
  - 2. When the provider is a school district, a municipality, or other unit of government;
  - 3. When the County is purchasing residential services at an established per bed rate;
  - 4. When employees are persons with disabilities working in employment programs and the provider holds a current sub-minimum wage certificate issued by the U.S. Department of Labor or where such a certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage;
  - 5. When an individual receives compensation for providing services to a family member;
  - 6. When employees are student interns;
  - 7. When the provider meets any other criteria for exemption outlined in section 25.015(1)(d) of the Dane County Code of Ordinances; and
  - 8. Where the contract is funded or co-funded by a government agency requiring a different living wage, the higher wage requirement shall prevail.

XIII. DOMESTIC PARTNER EQUAL BENEFITS. The PROVIDER agrees to provide the same economic benefits to all of its employees with domestic partners as it does to employees with spouses, or the cash equivalent if such a benefit cannot reasonably be provided. The PROVIDER agrees to make available for County inspection the PROVIDER's payroll records relating to employees providing services on or under this contract or subcontract. If any payroll records of a PROVIDER contain any false, misleading or fraudulent information, or if a PROVIDER fails to comply with the provisions of s. 25.016, D. C. Ords., the contract compliance officer may withhold payments on the contract; terminate, cancel or suspend the contract in whole or in part; or, after a due process hearing, deny the contractor the right to participate in bidding on future County contracts for a period of one year after the first violation is found and for a period of three years after a second or subsequent violation is found.

XIV. 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 sec. 25.015(11)(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 or union organizing."

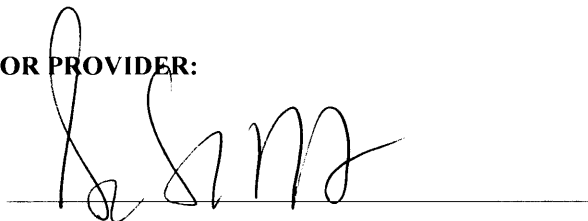
XV. MISCELLANEOUS.

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.

**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.

Date Signed: 9/29/16

**FOR PROVIDER:**



Deb Archer, CEO GMCVB



Date Signed: 9/29/16.

Lynn Hobbie

Lynn Hobbie, Chair, GMCVB Board of Directors

**FOR COUNTY:**

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
JOSEPH PARISI, County Executive

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Scott McDonell, County Clerk

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

**DANE COUNTY  
and  
GREATER MADISON CONVENTION & VISITORS BUREAU (GMCVB)**

**DESTINATION MARKETING & MANAGEMENT AGREEMENT**

**SCHEDULE A  
GMCVB/DANE COUNTY SALES AND MARKETING  
January 1, 2017 to December 31, 2019**

**I. GMCVB / DANE COUNTY DESTINATION SALES & MARKETING**

**A. Annual Business Plan**

The Greater Madison Convention and Visitors Bureau (GMCVB) will provide a written Annual Business Plan outlining its program of work and activities.

**B. Destination Marketing Plan**

As referenced in the GMCVB Annual Business Plan, the GMCVB 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. The GMCVB also provides visitor information services through a toll free visitor line and through representation at the UW Visitor Information locations and at the Dane County Regional Airport.

**II. GMCVB/AEC 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 Schedules B and C attached hereto and incorporated herein by reference.
3. The GMCVB and AEC 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 the GMCVB and/or GMCVB Board Chair, will work to resolve the concern or disagreement with the AEC Executive Director
4. Should either party fail to fulfill in a timely and proper matter a material obligation under this Agreement, the non-breaching party shall have the right to terminate the Agreement by giving a sixty (60) day written notice to the breaching party of such termination and specifying the effective date thereof, but only after making a good faith and reasonable attempt to resolve any dispute or breach under Section IIA3 hereof.

**DANE COUNTY  
and  
GREATER MADISON CONVENTION& VISITORS BUREAU (GMCVB)  
SCHEDULE B**

**GMCVB / ALLIANT ENERGY CENTER SALES POLICIES AND PRACTICES**

**I. STATEMENT OF PURPOSE**

The Alliant Energy Center (AEC) is owned and operated by Dane County, Wisconsin. The mission of the AEC 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 AEC will be properly maintained, and professionally and efficiently operated. The AEC 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. The AEC shall achieve these objectives without Dane County General Fund operating subsidy.

The management of the AEC reserves the right to promote, solicit, develop and make reservation for any activity deemed appropriate to AEC objectives adhering to the booking policy herein, and to classify in cooperation with the Greater Madison Convention & Visitors Bureau (GMCVB), when appropriate, all activities requesting utilization of the facility.

The GMCVB's 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.

**II. BEST PRACTICES**

**A. Communications Structure**

The parties have determined that their relationship works best with defined participants by both parties. To that end, the GMCVB personnel who shall work directly with AEC personnel shall be led by GMCVB's Chief Executive Officer. The AEC team who shall work directly with GMCVB personnel and with the GMCVB on shall be led by the AEC Executive Director.

**B. 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 opportunities for strategic discussions between GMCVB, AEC and County staff, leadership and officials
- Create optimum experience for clients

**Recommended Communication Practices**

- Rep of AEC Staff to meet with GMCVB and/or MASC sales staff as requested to assist in sales activities.
- AEC Director is available to address GMCVB Board to discuss AEC opportunities and challenges as the Board sees a need or AEC director requests the opportunity
- GMCVB and AEC Services Teams communicate about incoming clients, their needs and expectations and best deployment of AEC and GMCVB services
- GMCVB invited to speak to AEC Commission once per year on GMCVB activities, opportunities and challenges

- AEC Director and GMCVB CEO will meet as needed, preferably a minimum of once per quarter to discuss opportunities and challenges
- GMCVB CEO and AEC Director to meet with County Executive or his/her designee and Contract Administrator minimum of two times per year to discuss opportunities and challenges. GMCVB will coordinate.
- GMCVB shall attend and participate in AEC Customer Forums. AEC shall provide advance notice of all such forums and will request and consider invitee suggestions from GMCVB.
- GMCVB shall attend and participate in AEC Master Plan/Task Force meetings.

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, GMCVB and AEC 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.

### **III. SALES POLICIES & PROCEDURES**

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

#### **A. 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 GMCVB Target Event Customers (defined in Schedule C):

- GMCVB to prospect and qualify account and assign sales manager
- GMCVB is responsible for managing response to the RFP
- AEC is responsible for providing GMCVB with date availability, tentative space layout and rental figure.
- AEC will be informed of any financial support that GMCVB is providing outside of AEC Event Assistance Fund.
- AEC and GMCVB reps meet to discuss additional information and strategies needed for bid proposal
- GMCVB prepares bid book and sends to client
- GMCVB arranges/coordinates site visits. AEC welcome to participate in other aspects of site visit.
- AEC negotiates facility needs/pricing directly, making sure to inform GMCVB as soon as possible as it may affect funding needs.
- GMCVB and AEC to work collaboratively to strategize on best way to close business, including additional incentives or facility discounts, entertainment etc. at AEC events
- AEC to contract directly with the client.
- Copy of contract or official booking acknowledgement to be sent to GMCVB once signed contract received.

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

#### **B. Special Considerations**

The Executive Director of AEC 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 GMCVB within two weeks of the determination date.

### **C. Booking Status**

**Tentative or CVB (First Option).** Dates for convention and/or meeting space being held at AEC for a specified and limited amount of time pending a final selection decision by the user. The AEC 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 five (5) business days, or a length of time determined by the Executive Director of AEC, to remit all required deposits and execute a contract with AEC. If the first option client fails to respond accordingly, the AEC 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.

**Second Hold (Second Option).** A tentative booking confirmed by the AEC contingent on the release of dates and space by the tentative/first option event.

**Third Hold (Third Option).** A tentative booking confirmed by the AEC contingent on the release of dates and space by both the tentative (first option) and the second hold (second option) event.

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

**Building Hold.** A hold placed on space by the AEC for purposes of maintenance or other needs.

**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 AEC.

### **V. Contract Approval**

AEC 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. AEC must inform GMCVB of such contract decision, so further discussion or potential accommodations can be arranged to secure business for another destination venue. Additionally, AEC 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. AEC decisions of this nature must be documented by the AEC Director and shared with the GMCVB.

### **VI. Price Guarantee**

Absent significant unforeseen circumstances, AEC will guarantee rental rates quoted in a AEC 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.

## **VII. Selling Procedures and Guidelines**

1. All tentative bookings (first holds) must be put on calendar hold with priority given to GMCVB Target Event Account. Exceptions or special considerations must be approved by GMCVB and AEC management prior to commitment on space.
2. A client with tentative status/first option on meeting and/or exhibition space has five (5) business days for a decision should another client request the same or overlapping dates (second hold/second option status). This time shall commence upon receipt of the AEC contract by the client. However, in order for first option to be challenged, the client with the second hold must be willing and able to enter into a contract and meet all contracting requirements (fiscal and otherwise) within 10 business days of receiving tentative status/first option prior to the contacting of the tentative status client to invoke the five (5) business day decision (executed contract) or forfeit requirement.
3. All proposals will include a “decision date” on the space being held in the AEC. This date will reflect the date that the client has to make the decision and is prepared to enter into contract. Decision date extensions must be submitted in writing to AEC prior to the expiration of the original decision date. Groups with expired decision dates will be removed from the calendar.
4. The sales manager working on the now second hold dates must notify the GMCVB and AEC that the lead is now in second hold status. All client correspondence must reflect the second hold status. Depending on the category of business and number of hotel rooms involved, the GMCVB will communicate this information to all applicable hotels.
5. AEC will contract directly with client per aforementioned booking process.
6. Any group requesting multiple dates within the same year or dates for multiple years when only one set of dates will be utilized will be given first hold status on a single preferred set only. All subsequent dates will be on second hold status even if there is no first hold client. This will continue until contracts are executed for each individual date. Any request for space over any one or more of these dates, including those in second hold status, will not be processed without a joint discussion between AEC and GMCVB to agree on the optimum overall financial benefit for AEC and for the region.
7. The AEC will commit to maintaining an up-to-date booking calendar that includes assigning booking status and categories as agreed to be defined in this document.
8. If the AEC receives a lead that meets all the GMCVB Target lead parameters, it will advise the GMCVB Director of Sales of the lead. The parties will then discuss a strategy to best secure the business for the AEC.
9. Non- “Target Event Customer” leads generated by the GMCVB can be pursued directly by AEC team.
10. The GMCVB agrees to adhere to the policies outlined in the Confidentiality Addendum included with this document.
11. GMCVB and AEC agree to discuss and document when decisions are made not to pursue business or when business is not able to be pursued due to space or other limitations.

The Booking Policies and Procedures are established to provide consistency in selling for all involved parties. Some modifications may occur from time to time as outlined in this policy. This booking policy shall be subject to revision, upon approval of Dane County. Additionally, this policy shall be formally reviewed and revised during annual contract negotiations between the GMCVB, AEC and Dane County administrators.

AEC and GMCVB mutually agree to apply due diligence and are committed to securing maximum amount of business for AEC as possible as outlined in this Agreement.

#### **CONFIDENTIALITY ADDENDUM**

The COUNTY may disclose or provide the PROVIDER 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 the PROVIDER. 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 the PROVIDER to use, the PROVIDER agrees to the following use and disclosure obligations:

Title to the Confidential Information and all related materials and documentation the COUNTY delivers to the PROVIDER will remain with the COUNTY.

The PROVIDER 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.

The PROVIDER agrees not to disclose any Confidential Information to third parties.

The PROVIDER will restrict circulation of the Confidential Information within its organization and then only to people in the PROVIDER'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 the PROVIDER, its agents, employees, successors, assigns, subPROVIDERs, or any combination thereof. PROVIDER shall advise all PROVIDERs' agents, employees, successors, assigns and subPROVIDERs that are engaged by PROVIDER in providing services to the COUNTY of the confidentiality provisions set forth herein.

**DANE COUNTY  
and  
GREATER MADISON CONVENTION & VISITORS BUREAU (GMCVB)**

**SCHEDULE C  
PERFORMANCE MEASURES and EVENT ASSISTANCE PROGRAM  
January 1, 2017 to December 31, 2019**

**1) Alliant Energy Center: GMCVB Leads for Business**

Thirty-five (35) qualified “Target Event Customer” leads generated by the Greater Madison Convention & Visitors Bureau (GMCVB) for Alliant Energy Center (AEC) business. A qualified lead is defined as a GMCVB qualified, target customer which meets the parameters listed below, whose bid specifications have been forwarded to AEC for a proposal and, put on the AEC calendar as a GMCVB hold (including name of client)

**Lead (Target Event Customers) Parameters:**

- Peak Room Nights: Any event requiring a minimum of 50 rooms on two consecutive peak nights
- Square Footage Use: Any event requiring a minimum of 50,000 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)
- Competitive Bid Status: Any event that involves a competitive bid vs. another destination

OR

- Square Footage Use: Any event requiring a minimum of 80,000 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)
- Competitive Bid Status: Any event that involves a competitive bid vs. another destination

GMCVB staff will not pursue

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

\*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.

**2) Event Assistance Program**

Each year of GMCVB/Dane County Contracts, GMCVB will allocate and administer up to \$50,000 in direct cash support, to assist in the booking of events at the AEC. These moneys will be provided to the GMCVB as part of the monthly contract cash payments and, in turn, disbursements of the assistance moneys shall be made directly from the GMCVB to the AEC, and will not be based on assessments or any other contingency. The payment will be reflected in the AEC 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.



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 GMCVB CEO or CEO's designated proxy and VP or Director of Sales or VP of Madison Area Sports Commission and, Dane County Board representative to the GMCVB Board of Directors. Requests will be evaluated as the needs come forward from the GMCVB. Additional event assistance funding may be made available for the GMCVB through additional revenues realized through a Coliseum Business Development agreement between Dane County and SMG. GMCVB could be granted up to 15% of the AEC's split commission after all threshold levels are achieved per the Dane County/SMG agreement. Any monies available will be awarded upon completion of the County's previous year audit. Any possible additional funding as a result of the contract with SMG would not be available until 2018 at the earliest.

Generally:

- Events should occupy a total of 100,000 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 AEC. Venue rental revenue is defined as the amount (numerical value) to be paid by the client to the AEC 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.
- No less than \$5,000 or more than \$25,000 will be given to a single event.
- At the conclusion of each contract, unexpended funds shall be maintained in a segregated escrow account by the GMCVB 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 GMCVB is not renewed or extended, unexpended monies in this fund will be delivered to the AEC prior to April 1 following the conclusion of the agreement and the services normally provided by the GMCVB to AEC clients would cease, unless there is a prior documented event specific agreement for GMCVB services.

In special circumstances, the CEO of the GMCVB and Executive Director of the AEC may mutually agree to utilize these funds for an AEC event that may not meet the specified criteria.

Should County payments to the GMCVB increase in future years, it is the intention of the County and GMCVB that the \$50,000 annual event incentive fund for AEC events will be increased. In the event of a County increase or reduction in CVB funding, at no time shall the annual event assistance allocation exceed 22.5% of the County direct funding to the GMCVB.

This assistance agreement does not impact the Dane County contract funding for the Madison Area Sports Commission or sports event assistance moneys supplied by Dane County.

**3) 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 the GMCVB 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 AEC Director.

- Direct spending impact for all groups GMCVB secures
- Room nights for all groups GMCVB secures
- Destination Public Relations Value: Estimated ad value of publicity for which the GMCVB is responsible for generating
- Convention Trade Publicity

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

**DANE COUNTY  
and  
GREATER MADISON CONVENTION & VISITORS BUREAU (GMCVB)**

**SCHEDULE D  
PAYMENT SCHEDULE  
January 1, 2017 to December 31, 2019**

**I. PAYMENT SCHEDULE**

- A.** The GMCVB will be paid a maximum of \$ 239,951 for services and sales provided in Agreement. Said payments shall be made in twelve monthly installments of. \$ 19,995.92. Payment is contingent upon verification and receipt of reports, within twenty (20) days after receipt of invoice.

Invoices are to be sent to:  
Chuck Hicklin  
Dane County Controller  
Room 426, CCB  
210 MLK Jr Blvd.  
Madison, WI 53703

- B.** A \$39,600 Sports Development Fund being funded by Dane County is to be used by the GMCVB or the Madison Area Sports Commission (administered by GMCVB) 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 \$ 39,600 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.

- C.** \$14,650 will be funded by Dane County to the Madison Area Sports Commission (MASC), which is administered by the GMCVB. 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, 2017, to the following address:

Deb Archer, CEO  
MASC  
22 East Mifflin St. Suite 200  
Madison, Wi 53703

**DANE COUNTY  
and  
GREATER MADISON CONVENTION & VISITORS BUREAU (GMCVB)**

**SCHEDULE E  
REPORTING**

**January 1, 2017 to December 31, 2019**

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

**I. QUARTERLY REPORTS**

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

**II. SEMI-ANNUAL PRESENTATIONS**

- A.** GMCVB 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 AEC Commission, as needed or requested
- B.** Such semi-annual presentations shall include a description of GMCVB's efforts and accomplishments with regard to meeting the Performance Measures described in Schedule C.

