

PARTNERSHIP AGREEMENT
Between
THE CITY OF WAUWATOSA and
THE GREATER MILWAUKEE CONVENTION
AND VISITORS BUREAU, INC.

This AGREEMENT is entered into between the City of Wauwatosa ("CITY") and the Greater Milwaukee Convention and Visitors Bureau, Inc., d/b/a/ VISIT Milwaukee ("GMCVB") for the period beginning January 1, 2024.

WHEREAS, it is recognized and has been shown that the tourism industry is a vital segment of the economy of the Milwaukee metropolitan area, providing not only employment opportunities for the residents of the municipalities, but also substantial business activity which generates additional tax revenue for the Milwaukee region and its individual municipalities; and

WHEREAS, Wisconsin statutes require that a portion of the room tax receipts generated by the tourism industry be expended with a "Tourism Entity" as that term is defined in Wis. Stats Section 66.0615(1)(f), for the purpose of tourism promotion and tourism development, and such expenditure is a prudent expenditure to carry out public and municipal purposes of further improving the employment opportunities of the residents and improving tax revenues from the tourism industry in a highly competitive market; and

WHEREAS, GMCVB is a Tourism Entity as that term is defined by law, and has performed the function of tourism promotion and tourism development on behalf of the City and other governmental agencies and private sector businesses since 1967, and the CITY desires to continue utilizing GMCVB as part of its overall strategy for tourism promotion and tourism development funded by room tax proceeds collected pursuant to the provisions of Wis. Stats Section 66.0615; and

WHEREAS, the tourism industry is not only composed of many diverse and small elements but also is metropolitan in character, it is also prudent, in order to achieve maximum results in achieving the goals set forth, to coordinate and cooperate within the Milwaukee region and within its municipalities in providing funding for GMCVB for the purpose of tourism promotion and tourism development and for soliciting the state, regional, and national market in order to expand the Milwaukee metropolitan tourism industry; now, therefore,

IT IS AGREED THAT in consideration of the mutual promises of the parties hereto, the CITY will pay to the GMCVB during the year 2024, in four equal payments, one each on or before the twentieth day of March, June, September and December, \$75,000 (annual total \$300,000), from taxes collected by the CITY from retailers furnishing at retail rooms or lodging to transients by hotelkeepers, motel operators and other persons furnishing accommodations, as provided in Wis. Stats. Section 66.0615. The monies remitted to the GMCVB in any year shall in no case exceed 50% of the statutorily required amount of room taxes collected by the CITY and provided to the Wauwatosa Tourism Commission, as provided in Wis. Stats. Section 66.0615, collected during payment year; and, it is

FURTHER AGREED THAT if circumstances beyond the control of the parties hereto, are cause to sufficiently change the payment to the GMCVB so as to adversely affect the aforesaid purposes of this agreement, the parties hereto agree to discuss modification of the above stated payment schedule, for the period affected, and, it is

FURTHER AGREED THAT GMCVB shall provide the following services, as outlined below and further outlined in Exhibit A: Scope of Services:

- GMCVB will work to increase economic impact through conventions, meetings and region-wide event business for the Greater Milwaukee area, by providing qualified business leads for size-appropriate business and leisure travel in Wauwatosa hotels, and as a regional partner, giving preferential treatment to hotels in cities that are municipal members during region-wide conventions and events.
- GMCVB will continue to position and promote the CITY through its available marketing channels, including print, digital, paid and earned media, to encourage travel for business, leisure, and group tour segments.
- GMCVB will conduct additional promotional activities as appropriate with an overall goal of promoting activities which will increase the collection of room tax revenue and direct visitor spending from overnight travelers to the CITY and the Greater Milwaukee area.
- GMCVB will provide three board seats to the City of Wauwatosa. One will be filled by the Mayor and include appointment to the Executive Committee, one will be filled by the Common Council President, and one will be filled by the Mayor's designee.

FURTHER AGREED THAT any copyrightable works, ideas, products, or other information (collectively the "Work Product") developed in whole or in part by GMCVB in connection with the Services will be the exclusive property of GMCVB. Upon request, CITY will execute all documents necessary to confirm or perfect the exclusive ownership of GMCVB to the Work Product. Any copyrightable works, ideas, products or other information provided by the CITY will be the exclusive property of the City, and may only be used by GMCVB during the term of this agreement to carry out the services as defined in Schedule A.

FURTHER AGREED THAT the CITY shall furnish to GMCVB quarterly reports of the total receipts from the tax imposed pursuant to said Wis. Stats Section 66.0615 in a timely manner; and it is FURTHER AGREED THAT GMCVB shall provide to the CITY, on an annual basis, and not later than August 15 of each calendar year, a report on GMCVB's past year's activities region- wide and as specifically related to the goals stated above, as well as a Strategic Plan for the next full year of activity toward these same regional principles and goals. Such reports shall include quantitative data regarding hotel occupancy rates within Wauwatosa and throughout the Milwaukee region as appropriate and available, in addition to other measurable data regarding the performance of promotional activities undertaken by GMCVB. Representatives of GMCVB may be asked to present, in person, an overview of the report to CITY staff or to the Common Council

or a committee thereof, following submission of the report; and it is

FURTHER AGREED THAT the CITY and GMCVB will review the Scope of Services annually, and mutually agree on the deliverables as outlined in the Scope of Services, by September 30th of each calendar year, and it is

FURTHER AGREED THAT the property, monies, business and affairs of GMCVB shall be controlled by the most recent version of the Articles of Incorporation and By-Laws of GMCVB, the current version of which are attached hereto and incorporated herein. The By-Laws shall include representation for the CITY on the GMCVB Board of Directors, consisting of not less than three members of that body (unless additional municipalities become members of GMCVB, at which time this number may be adjusted proportionately), and shall also provide that at least one representative of the CITY shall be a member of the Executive Committee responsible for the day-to-day operations of the GMCVB as provided in the By-Laws. A representative of the CITY will participate in the Marketing Committee of the GMCVB, an advisory committee to the GMCVB Board of Directors. In addition, a representative of GMCVB may be asked to participate, in a non-voting capacity, in the meetings and activities of the City of Wauwatosa Tourism Commission; and, it is

FURTHER AGREED THAT the expenditures of monies by GMCVB shall be in accordance with budgets and operating plans adopted by the GMCVB Board of Directors upon recommendation of the GMCVB Executive Committee for the purpose of performing services which are directly related to the solicitation promotion, and expansion of the tourism industry for the benefit of member municipalities, and the Milwaukee metropolitan area; and it is

FURTHER AGREED THAT GMCVB shall submit to the Finance Director of the CITY, or other designated representative, quarterly unaudited year-to-date Financial Statements and Income and Expense statements within thirty days of the close of each quarter, and an annual report for the prior calendar year, audited and certified by a Certified Public Accountant, employed by and at the expense of GMCVB by April 30 of each calendar year setting forth in such detail and together with such authenticated or verified documentation as shall be directed by the Board of Directors; and, it is

FURTHER AGREED THAT the Finance Director, or any duly designated representative of the CITY shall have access to all the books and records of GMCVB pertaining to expenditure of monies for the purpose of verifying that such expenditures were for a public purpose inuring to the benefit of the public; and it is

FURTHER AGREED THAT this AGREEMENT shall be in full force and effect from January 1, 2024, through and including the 31st day of December, 2028, and shall be automatically renewed for up to four additional one-year terms unless any party hereto desiring to modify or terminate this agreement upon its expiration shall give notice of such intention at least ninety days prior to the expiration date provided herein.

IN WITNESS WHEREOF, the Parties have caused the Agreement to be signed on the dates written below.

GREATER MILWAUKEE CONVENTION AND VISITORS BUREAU, INC.

Peggy Williams Smith, President & CEO Date

Board Chair Date

CITY OF WAUWATOSA

Dennis McBride, Mayor Date

Alan Kesner, City Attorney Date

**EXHIBIT A: SCOPE OF
SERVICES**

Pursuant to this agreement, in exchange for the compensation provided, Greater Milwaukee Convention & Visitors Bureau (GMCVB) will provide the following services to the City of Wauwatosa (CITY):