AGREEMENT FOR 2027 TOURISM PROMOTION SERVICES

This Agreement is made and entered into this 1st day of January, 2027, by and between the Watertown Tourism Commission ("Commission") as a representative of the City of Watertown, Wisconsin, the City of Watertown, a Wisconsin municipal corporation ("City"), and the Watertown Area Chamber of Commerce, a Wisconsin not-for-profit corporation ("Chamber"), for the term beginning January 1, 2027 through December 31, 2027.

WHEREAS, Watertown General Code of Ordinances Ch. 76 Art. II authorizes the levy of a hotel-motel room tax upon the gross rental receipts derived from retail furnishing of rooms or lodging, in any hotel or motel located in the City, at the rate of eight percent (8%); and

WHEREAS, Watertown General Code of Ordinances Ch. 76 Art. II provides that thirty percent (30%) of revenues from the room tax shall be maintained in the City's General Fund, and the remaining seventy percent (70%) shall be maintained in a reserve account to be used for the purpose of promoting tourism; and

WHEREAS, Wisconsin State Statutes § 66.0615 states that seventy percent (70%) of any tax collected must be spent on tourism promotion and tourism development by the municipality and shall be forwarded to the tourism commission for the municipality; and

WHEREAS, the City has determined that it is in the City's and Commission's best interests and in accordance with Wisconsin State Statutes § 66.0615 to contract with an independent entity, such as the Chamber, to provide the services necessary to promote tourism for the City.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, it is understood and agreed between the Parties as follows:

1. **Tourism Promotion.** The Chamber agrees to promote tourism for the City, which service shall include but not be limited to maintaining and promoting commercial, hospitality and service sectors, which is intended to have significant impacts on the tourism growth within the City, including conventions. To ensure a neutral and welcoming environment for all visitors. Promotion of events is solely dedicated to Tourism, Hospitality, and Community experiences.

2. **Budget.** The Chamber and Commission will prepare and approve a budget for each calendar year by December 16. The annual budget shall target no less than 30% of the funding provided by the City (as specified in Section 3 of this Agreement) for non-personnel costs. The budget shall be approved by the City Tourism Commission and the City Finance Committee.

3. **Funding.** The City, Commission and the Chamber shall work together in good faith to comply with Wisconsin State Statutes § 66.0615 and, in particular, § 66.0615(1m)(d) to which end the City Finance Director/Treasurer shall forward to the Chamber an amount equal to seventy percent (70%) of the hotel-motel room tax received by the City. The City shall provide the funding described herein according to the City Finance Director/Treasurer's practice on a monthly basis with payments being made around the 10th of each month. In addition to the monthly payments, the City shall make payment of Nine Thousand Dollars ($9,000.00) to the Chamber each year to be paid quarterly for general administration of room tax dollars for the City.

4. **Expenditures.** The Commission agrees that all expenditures will be in accordance with the intent and purposes of State Statute § 66.0615 and applicable local ordinances.

5. **Accounting.** Annually, the Tourism Director/Chamber shall provide a separate, complete accounting of the receipt and disbursement activity of the City's room tax funds. The Chamber must provide the City an accounting of the receipt and expenditures of such funds in accordance with generally accepted accounting principles within ninety (90) days of the end of the Chamber's fiscal year. In the event the Chamber does not provide such accounting within the time period provided, future funds shall not be disbursed until the accounting is received. The Tourism Director/Chamber shall also include financial information related to room tax funds in their meeting agendas.

6. **Staff and Operating Expenses.** The Chamber agrees to provide the staff (see attached job description), office space, meeting space, operating expenses and other costs associated with the promotion of tourism, which are necessary to perform their duties and responsibilities under this Agreement. The Parties understand and agree that the Tourism Commission is exclusively vested with fiscal policy oversight of room tax dollars.

7. **Relationship of the Parties.** It is understood and agreed that the Chamber is engaged and retained as an independent entity and not under any officer, agent or employee type of relationship with the City.

8. **Inspection and Audit.** The City or its duly authorized agents shall be entitled to inspect and audit all books and records of the Chamber for compliance with the approved budget and this Agreement. In the event of an actual or perceived discrepancy, the City may also cause an audit to be performed by an independent accounting firm of its sole and exclusive choice. The City's expense of such audit shall be reimbursed by the Chamber. If, as a result of such audit, there are recommendations presented in a Management Letter ("Letter"), the Chamber shall implement those recommendations or otherwise respond in writing to the City with their reasons for noncompliance within ninety (90) days of receipt of said Letter.

9. **Annual Reports.** The Chamber shall provide an annual report to the City. The report shall be submitted, annually, on or before April 1 for the purpose of communicating compliance with the duties and responsibilities set forth in this Agreement for the current year ending December 31. The report shall include an accounting of funds expended within the reporting period.

10. **Responsibilities and Duties of the Chamber.** The City has established the following three (3) goals and is contracting with the Chamber to accomplish these goals:

A. Encourage retail and commercial growth associated with tourism and visitors.
B. Actively promote tourism.
C. That the Chamber should serve as the primary tourism and visitor agency for the City.

Each year, the Chamber and Commission will develop a tourism promotion and tourism development program for the upcoming year and the Chamber and Commission's plan for achieving these goals. At a minimum, these objectives shall include, but are not limited to:

A. Maintaining current community data and marketing materials pertinent to tourism.
B. Assisting in the development of a strategy for seeking out appropriate business and other development and to assist and encourage their location or expansion in Watertown, which shall be consistent with tourism and visitor promotion goals.

C. Developing a strategy for communication and building alliances with the City and businesses in the community.
D. Developing a strategy for communication and building alliances with both the Chamber and other regional tourism promotion agencies.

11. **Confidential Information.** Subject to Wisconsin's Open Records Law, all Parties understand and agree that information received in confidence shall be retained in confidence. The Chamber shall not use confidential information obtained as a result of their position for any purpose other than to attract prospective business to the City.

12. **Effective Date and Term.** This Agreement shall be in force and effect from the date first written above until December 31, 2029, unless it is otherwise terminated as provided herein. This Agreement shall automatically renew on the same terms for an additional one (1) year term, unless either Party has provided written notice of its intent not to renew the Agreement. Written notice shall be provided by either Party to the other by not later than October 31st of the year that the existing term is scheduled to expire.

13. **Modification.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior Agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by all parties to this Agreement.

14. **No Third-Party Beneficiaries.** Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third-party.

15. **Termination.** This Agreement may be terminated by the City for a breach of the Agreement, upon thirty (30) days written notice to the other Party; and terminated without cause, by either Party, upon ninety (90) days written notice to the other Party. Upon receipt of the notice of termination, or the expiration of the Agreement, the Commission will not encumber any additional funds, but the City will honor all reasonable expenses for which City allocated funds have already been budgeted and purchase orders were placed prior to receipt of the notice of termination.

16. **Indemnification and Hold Harmless.** Each Party shall be responsible for its own acts, errors, or omissions and for the acts, errors, or omissions of its employees, officers, officials, agents, boards, committees and commissions, and shall be responsible for any losses, claims, and liabilities that are attributable to such acts, errors, or omissions including providing its own defense, arising out of this Agreement. In situations involving joint liability, each Party shall only be responsible for such losses, claims and liabilities that are attributable to its own acts, errors, or omissions, or the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions. It is not the intent of either Party to waive, limit or otherwise modify the protections and limitations of liability found in Wis. Stat. § 893.80 or any other protection available to the Parties by law. This paragraph shall survive the termination or expiration of this Agreement.

17. **Limitation of Municipal Liability.** Nothing contained within this Agreement is intended to be a waiver or estoppel of City or its insurer to rely upon the limitations, defenses, and immunities contained within Sections 345.05 and 893.80, Wis. Stats. To the extent that indemnification is available and enforceable, City or its insurer shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin law.

18. **Notice.** Whenever any provision of this Agreement requires the giving of written notice, it shall be deemed to have been validly given if delivered in person or sent by registered or certified mail, postage prepaid, to the following:

Watertown Area Chamber of Commerce
c/o Executive Director
519 East Main Street
Watertown, WI 53094
(920) 261-6320

City of Watertown
c/o City Clerk
106 Jones Street
Watertown, WI 53094
(920) 262-4000

19. **Choice of Law.** This Agreement is to be construed and enforced in accordance with the laws of the State of Wisconsin. In the event of a dispute involving this Agreement, the Parties agree that venue shall be in Jefferson County, Wisconsin, Circuit Court.

20. **Titles and Subheads.** Titles and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement for 2027-2029 Tourism Promotion Services or caused this Agreement to be executed by their respective officers, as of the date first above written.

CITY OF WATERTOWN, WISCONSIN

By: _____
Robert Stocks
Mayor

ATTEST:

_____
Megan Dunneisen, City Clerk

WATERTOWN AREA CHAMBER OF COMMERCE

By: _____
Linden Peacy
Executive Director

ATTEST:

_____
Sharon Heinzelman, Chamber Board Vice Chair

WATERTOWN TOURISM COMMISSION

By: _____
Courtney Krause
Watertown Tourism Commission Chair

ATTEST:

_____
Robin Kaufmann, Watertown Tourism Director