

CONTRIBUTION AGREEMENT

This Contribution Agreement (“Agreement”) is made and entered into this ____ day of _____, 20__, by and between Milwaukee County, a municipal body corporate (the “County”), and the Marcus Center for the Performing Arts, Inc., a not-for-profit corporation organized without capital stock for the purposes set forth in Wis. Stats. §§ 45.72 and 45.75 (the “Corporation”).

WHEREAS, in 1969, the second building of the Milwaukee County War Memorial Project, later renamed the Marcus Center for the Performing Arts (the “Center”) was built with private funds as a living memorial to all who gave their lives in the service of our country, and deeded to the County as a public trust for the preservation and enrichment of the performing arts; and

WHEREAS, the County and the Corporation, and predecessors thereof, have operated the Center under the 1954 War Memorial Agreement, a 1963 Amendment submitted for adoption on February 3, 1966 (as to the site location of a music hall from the lakefront to the riverfront), and two memorandums of understanding dated August 1, 1993 and January 15, 1999, for the operation, administration and maintenance of the Center; and

WHEREAS, from 2004 through 2015, the County has continued to provide annual operating and capital support of varying amounts to the Corporation for the express purpose of operating, administering and maintaining the Center through its annual budget process; and

WHEREAS, Wis. Stats. § 45.72(4) permits the County to continue appropriating monies to support veterans memorials; and

WHEREAS, the County is committed to support the operations and continued success of the Corporation, as it provides valuable cultural activities, performing arts programming, veteran’s programming and educational opportunities for the public; now, therefore,

IT IS HEREBY understood and agreed by the parties as follows:

1. The County shall pay operating support (“Operating Support”) to the Corporation on a quarterly basis for the next ten (10) years, in the following amounts:

2016	\$950,000	2021	\$700,000
2017	\$900,000	2022	\$650,000
2018	\$850,000	2023	\$600,000
2019	\$800,000	2024	\$550,000
2020	\$750,000	2025	\$500,000

Thereafter, the Corporation shall be independent from the County for purposes of operational expenditures of the Center. Upon completion of the ten year Contribution Agreement, the Corporation and the County will mutually evaluate the potential need for a level of continued financial support solely for the Center’s function as a Milwaukee County War Memorial.

- 2. The County shall conduct a building assessment in 2016 to identify any unknown deficiencies and/or capital maintenance needs and provide such report to the Corporation. The County shall provide annual capital support to the Corporation (“Capital Support”) on an annual basis through the remainder of the ten (10) year support period, as set forth below:

2017	\$3,618,868	2022	\$ 773,000
2018	\$ 694,782	2023	\$ 860,000
2019	\$ 589,000	2024	\$ 780,000
2020	\$ 460,000	2025	\$ 500,000
2021	\$ 800,000	2026	\$ 750,000

Thereafter, the Corporation shall be independent from the County for purposes of capital funding support. The annual amounts for years 2017-2021 shall be spent in accordance with the project plan(s) submitted to the County and for the projects listed on Appendix A. County shall be responsible for completing the repairs specified in Appendix A pursuant to a scope developed by the County (“Landlord’s Work”). Landlord is responsible for any cost overruns on Landlord’s Work. Landlord and Tenant each shall comply with applicable County Ordinances, building codes, state statutes and federal regulations in the completion of the maintenance and repairs for which each is responsible. This includes, without limitation, the public works bidding requirements applicable to each entity, if any. All project costs are in 2015 dollars, and will be updated as part of the County’s annual county capital budget process. In the event the project(s) are not completed as presented to the County, the Corporation may not be entitled to the receipt of all or a portion of the Capital Support for that year, as determined by the Director of Administrative Services for the County.

- 3. During the term of the Operating Support and Capital Support each payment shall be contingent on the Corporation providing quarterly and annual financial reports, and that on an annual basis the Corporation shall report that it:
 - a. Continued to operate in the Center;
 - b. Continued to operate the Center as a War Memorial as described in section 4 below.
 - c. Continued to provide, on commercially reasonable terms, performance space to the performing arts groups as described in section 5 below.

- d. Continued to provide space to host community events, such as the Dr. Martin Luther King Jr. Birthday Celebration, as described in Section 5 below.
 - e. Continued compliance with the restrictions on private business use of the Center as set forth in the Lease Agreement between the County and the Corporation.
- 4. The Corporation shall continue to govern, administer, operate and maintain the Center as a War Memorial in perpetuity and annually host a Flag Day Celebration to honor veterans and service personnel for their heroic service, in addition to providing other various programming and resources throughout the year in coordination with local veterans' organizations.
- 5. The Corporation shall continue to govern, administer, operate and maintain the Center consistently with its vision, to "[serve] as a gathering place for diverse cultures, by providing the setting for outstanding cultural experiences and events, where the arts come to life for current and future generations." This shall include:
 - a) Serving as the home of various local non-profit performing arts groups, including but not limited to, the Milwaukee Symphony Orchestra, the Milwaukee Ballet, the Florentine Opera, the Milwaukee Youth Symphony, First Stage, Festival City Symphony, and the Black Arts Think Tank (BATT) collaboration.
 - b) Presenting an annual series of touring Broadway productions;
 - c) Hosting the following free community programs on an annual basis: Dr. Martin Luther King Jr. Birthday Celebration, Cantos de las Americas, KidZ Days at the Center, KidZ Days in the City;
 - d) Making every effort to continue to offer a variety of free programs and services aimed at the general public, such as Opening our Doors, the Morning Glory Fine Craft Fair, Peck Flicks, Family First Nights and Arts Connect;
- 6. The Corporation will continue to fund a full-time senior management position dedicated to diversity and community engagement;
- 7. A concerted effort will be made to ensure the Corporation's staff and board of directors continues to mirror the diversity of the community;
- 8. To uphold its commitment to serving the community and insure it remains accountable for its efforts, the Corporation shall annually present an activity report to the Milwaukee County Board of Supervisors, highlighting its accomplishments, veteran-related programming and its dedication to diversity, serving at-risk populations and community engagement.
- 9. This Agreement contains all the covenants and agreements between the County and the Corporation relating in any manner to funding of the Center and other

matters set forth in this Agreement. No prior oral agreements or understanding pertaining thereto shall be valid or of any force and effect, and the covenants and agreements of this Agreement shall not be altered, modified or amended except in writing signed by the County's Director of the Department of Administrative Services and the Corporation. The County and the Corporation reserve the right to modify and amend this Agreement without the joinder or approval of any other party, except as otherwise set forth herein.

10. Failure or inability of the Corporation to materially fulfill its obligations under this Agreement shall relieve the County of its obligations under this Agreement. Specifically, if the Marcus Center is transferred pursuant to 2015 Act 60, §155, to a district created under subchapter II of Wis. Stat. Ch. 229, and the board of directors of said district takes action that prevents the Corporation from carrying out its obligations under this Agreement and the Lease Agreement, the County shall be relieved of its obligation to provide financial or other support.
11. During the course of this agreement, the Corporation will establish and maintain a restricted capital reserve fund account to meet the annual capital obligations of the Center. The Corporation will deposit into such reserve on an annual basis an amount equal to the greater of five percent of its annual operating budget or \$250,000. The Corporation will be allowed to reduce the fund by annual expenditures for capital needs required and relating to stage, security, box office, technology, front of house or any other required improvements in the building or the building systems.
12. Any provision of this Agreement which shall prove to be invalid, or illegal, unenforceable shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect, provided that the invalidity, unenforceability or illegality does not render the general purposes of this Agreement incapable of being effected.

[SIGNATURE PAGE FOLLOWS]

MILWAUKEE COUNTY

By: _____

Chris Abele
County Executive

Date: _____

By: _____

Scott Manske
County Comptroller

Date: _____

By: _____

Paul Bargren
Corporation Counsel

Date: _____

MARCUS CENTER FOR THE PERFORMING ARTS, INC.

By: _____

Paul Mathews
President and CEO

Date: _____

By: _____

Richard Hecht
Vice President and COO

Date: _____

Appendix A

Project	Budget	Target Completion
HVAC Upgrade	\$3,618,868	2017
Center Stage Lifts	\$694,782	2018
Elevator Modernization	\$589,000	2019
Roof Replacement	\$460,000	2020
Pedestrian Pavement Replacement	\$800,000	2021
Pedestrian Pavement Replacement	\$773,000	2022
Pedestrian Pavement Replacement	\$860,000	2023
Pedestrian Pavement Replacement	\$780,000	2024
Todd Wehr Theater Entrance	\$500,000	2025
Exterior Fountain	\$750,000	_ 2026