

Agenda Item Report



Winnebago County
The Wave of the Future

DATE: May 23, 2022
FROM: Parks and Expo Director
RE: Cumulus Broadcasting 3 Year Sponsorship Contract

General Description: The Parks Department is proposing entering into a 3-year sponsorship contract with Cumulus Broadcasting.

Requested Action:

The Parks Department recommends that the Parks and Recreation Committee recommends to the County Board to authorize the 3-year sponsorship contract with Cumulus Broadcasting

Procedural Steps:

Parks and Recreation Committee	Meeting Date: 5/23/22
Action Taken:	Vote:
Personnel and Finance Committee	Meeting Date: 6/2/22
Action Taken:	Vote:
County Board	Meeting Date: 6/21/22
Action Taken:	Vote:

Background:

The Parks Department works with several entities to create sponsorship agreements. These agreements are meant to be mutually beneficial and better the County. Previously, the Parks Department entered into a 5-year contract with Cumulus Broadcasting that provided marketing and advertising for the County Parks Department on Cumulus radio stations. The Parks Department then allowed for advertisement of Cumulus Broadcasting's radio stations on the Sunnyview Exposition Center's property and a few other County properties.

Justification:

Parks Department staff are proposing that we enter into a 3-year contract with Cumulus Broadcasting in order to continue to market the Sunnyview Exposition Center and other park properties throughout Winnebago County. One of the new additions that the Parks Department requested to be included in the contract is a monthly interview on air to talk about upcoming events and activities that are occurring in the County Park system. This sponsorship contract does not require for an exchange in funds for either party as all benefits provided are in-kind.

Attachments:

- Cumulus Broadcasting and Winnebago County 3-Year Sponsorship Contract

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35

RESOLUTION: Request Authority to Enter into a Sponsorship Contract with Cumulus Broadcasting

TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

WHEREAS, Winnebago County Parks Department wants to enter into a sponsorship agreement with Cumulus Broadcasting; and

WHEREAS, Cumulus Broadcasting will provide Sponsorship Support as listed in the Cumulus Contract under section "3.0 Media Sponsorship Support;" and

WHEREAS, the Winnebago County Parks Department will allow Advertising and Promotion for Cumulus Broadcasting as listed in the Cumulus Contract under section "2.0 Advertising and Promotion;" and

WHEREAS, this partnership is mutually beneficial for both parties.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes the Winnebago County Executive and the Winnebago County Clerk to enter into a contract with Cumulus Broadcasting of Oshkosh, WI for the purpose of entering into a 3-Year Sponsorship Contract from 2022 – 2024.

Fiscal Note: No budget impact will occur. Both Cumulus Broadcasting and the Parks Department will be providing in-kind support and services as mutually agreed upon.

Respectfully submitted by:

PARKS AND RECREATION COMMITTEE

Committee Vote:

Respectfully submitted by:

PERSONNEL AND FINANCE COMMITTEE

Committee Vote:

Vote Required for Passage: Majority of Those Present

Approved by the Winnebago County Executive this ____ day of _____, 2022.

Jonathan D. Doemel
Winnebago County Executive

SPONSORSHIP AGREEMENT

THIS SPONSORSHIP AGREEMENT (the “Agreement”) is made and entered into as of this _____ day of _____ (month), 2022, by and between Winnebago County Parks Department (“Owner”), a corporation organized under the laws of the State of Wisconsin, and Cumulus Broadcasting LLC, c/o John Rowe , 491 S. Washburn , Ste.#400, Oshkosh WI 54904, 920-230-0884 john.rowe@cumulus.com (“Media Sponsor”), a limited liability company organized under the laws of the State of Delaware.

WHEREAS, Owner is the owner of certain facilities which it leases to others for entertainment, athletic and business exhibitions and meetings commonly known as the Winnebago County Parks Department (“the “Venue”) with certain permanent facilities or amenities located within the Winnebago County Parks Department (the “Attraction(s)”), which facilities or amenities are known as the Winnebago County Community Park, Sunnyview Exposition Center, Lake Butte des Morts boat launch, Eureka boat launch, Black Wolf / Nagy Point boat launch, Boom Bay boat launch, Lake Poygan boat launch, Grundman Park / Osh-o-Nee boat launch, Asylum Point Park boat launch, Waukau Nature Preserve, WIOUWASH State Recreation Trail, and the Mascoutin Valley State Recreation Trail and has the exclusive right to promote and license the use of the Venue’s name and certain advertising space and signs in and around the Venue for the benefit of others; and

WHEREAS, Media Sponsor has determined to provide media support for the Venue in exchange for certain broadcasting and promotional rights to be provided by Owner.

NOW, THEREFORE, in consideration of the mutual agreements and promises contained herein, the parties hereto agree as follows:

1.0 Official Status.

(a) Title of Venue. The Venue shall be known as stated above, unless other sponsorship and/or naming rights affecting the title of the Venue are contracted, and Media Sponsor agrees to refer to the Venue in all advertising and promotional materials by the Venue’s full name – Winnebago County Parks Department - specifically including the name of the title sponsor of the Venue, if any.

(b) Official Service of Venue. Owner grants to Media Sponsor the exclusive right during the Term of this Agreement (as defined below) to use the Owner’s Trademarks as described herein in advertising and promoting Media Sponsor’s services (“Media Sponsor’s Services”). Owner agrees that it shall refer to Media Sponsor’s Services as “The Official Radio Station of the Winnebago County Parks Department and Sunnyview Expo Center” of the Venue.

(c) Official Broadcaster of Venue.

(i) Owner hereby appoints Media Sponsor as the Official Broadcaster of the Venue, and in that connection, Owner will provide Media Sponsor with preferred broadcast positions at the Venue. Owner will not appoint another television or radio broadcaster as its Official Broadcaster, but Media Sponsor understands that due to the nature of the Venue, it may not be possible to exclude other news services from covering events or sponsoring individual events at the Venue. Owner will cooperate with Official Broadcaster to maximize the value of its exclusivity hereunder.

(ii) In connection with its Official Broadcaster status, Media Sponsor shall have the right to broadcast from the Venue in whole or in part, but only on a live basis and only for receipt primarily in Official Broadcaster's normal viewing/listening area. Media Sponsor shall be solely responsible for all costs associated with its remote broadcast, if any, from the Venue, and for the payment of any and all on-camera talent and other fees (such as music performance rights) which may become due as a result of Media Sponsor's broadcast from the Venue hereunder. Media Sponsor has undertaken only to obtain live broadcast rights from individuals paid by it to perform at the Venue. Media Sponsor will limit volume from on site live broadcasts to an area not to exceed twenty feet from Media Sponsor's designated area of operation at the Venue. Said broadcast shall not materially disrupt communications taking place at the Venue nor shall the broadcast be permitted to cause material signal interference for electronic devices at the Venue. Owner has the right to request Media Sponsor lower volume or discontinue live broadcast if such interference takes place.

2.0 Advertising and Promotion.

(a) Grant. Subject to Owner's rights of approval as described herein, Media Sponsor shall have the right to use the Owner's Trademarks in advertising and promotional activities as it deems desirable during the Term of this Agreement.

(b) Media Sponsorship Rights. Owner shall provide the following rights to Media Sponsor during the Term of this Agreement:

(i) the right to broadcast from the Venue as provided in Paragraph 1.0 of this Agreement;

(ii) the right to have banners at the following locations: Milk House west outside wall, Barn 'B' (outside peak of west and east side), inside peak of west side of show ring barn (one section), entryway of expo building, along back inside fence of pit area at grandstand and south side of grandstand facing main lot, along back fence of ball diamonds (one banner at each field), such banners to be provided by Media Sponsor and to be of a size and design approved by Owner (such approval not to be unreasonably withheld, conditioned or delayed) and placed in accordance with Owner's directions;

(iii) the right to have Media Sponsor's logo included in all print advertising of a size agreed to by the parties hereto placed by Owner in connection with the Venue, if any;

(iv) the right to, in a designated broadcast area, sell or give away promotional merchandise in connection with advertising or promoting the Venue, but only in compliance with Paragraph 7 of this Agreement;

(v) the right to give away tickets to events held at the Venue (if available) through on-air or other promotions conducted solely by Media Sponsor or by Media Sponsor in connection with other Official Sponsors of the Venue;

(vi) the right to use photographs and film clips of past events of this type organized by Owner for advertising and promotion, subject to Owner's prior approval (such approval not to be unreasonably withheld, conditioned or delayed);

(vii) the right to use photographs and film clips of the Venue for purposes of advertising Media Sponsor's involvement with the Venue;

(viii) the right to erect a courtesy tent or host a similar area at the site of the Venue at a location designated by Owner, separate from any remote broadcast booth which Media Sponsor may require; such area shall comply with the following directive when involving the Sunnyview Expo Center facility as per the following:

LESSOR'S concessionaire/Sponsor shall have access to an area sixteen feet square along the south east corner of the Center Hall or similar designated area for purposes of selling and or displaying pre-approved merchandise, with the exception of events not open to the public and those events deemed Private on the official expo calendar. A mutually agreeable alternate area for the above sponsor activity must be presented in writing to **LESSOR** with signatures of Sponsor, **LESSEE** and **LESSOR** a minimum of two weeks prior to scheduled event.

Said concessionaire/Sponsor shall also have access to a twenty foot by forty foot area located within the south west corner of parking lot #4 for selling and or displaying pre-approved merchandise during events taking place within the Covered Arena. A mutually agreeable alternate area for the above sponsor activity must be presented in writing to **LESSOR** with signatures of Sponsor, **LESSEE** and **LESSOR** a minimum of two weeks prior to scheduled event.

LESSOR'S Sponsor shall have the right to set up an area for selling and or displaying merchandise during events within the Sunnyview Exposition Center grounds that take place in other areas than those stated in Section 17 D. and E. Said area shall be mutually agreed upon by Sponsor, **LESSEE** and **LESSOR** and submitted in writing to the **LESSOR** within two weeks prior to the scheduled event.

(ix) the right to have access to Owner's mailing list in a mutually agreeable physical format for Media Sponsor's use only during the Term and only for such mailings by

Media Sponsor as are approved by Owner in writing, in advance (such approval not to be unreasonably withheld, conditioned or delayed);

(x) at least two (2) passes for the Venue, including designated parking for one (1) vehicle at the Venue; and

(xi) the right to advertise and promote Media Sponsor's Services and its sponsorship hereunder, on the Website, if any, maintained by Owner, subject to Owner's approval of the content thereof (such approval not to be unreasonably withheld, conditioned or delayed) and to Media Sponsor's payment to Owner of Owner's then current rates charged to non-sponsor advertisers for inclusion of non-sponsor advertising on Owner's Website.

(xii) subject to Owner's official calendar of events, use of Premises for one (1) complementary event per calendar year including two (2) set up and one (1) take down day. (At the Sunnyview Expo Center building only.)

(c) Participants' Names. Media Sponsor acknowledges that Owner does not have the right to use the names, signatures, photographs or likenesses of any participant or performer at the Venue in connection with a commercial product or service, and all such uses by Media Sponsor must be approved by the individual participant. Owner does have the right to approve on behalf of individual participants the use of their names, photographs or likenesses in advertising which primarily promotes the Venue and incidentally mentions Media Sponsor's involvement as a Media Sponsor, and Media Sponsor will submit any such advertising to Owner for prior approval as provided in Paragraph 6.

(d) Right to Remove Name. Media Sponsor shall have the right, at any time and for any reason, to request in writing that Owner remove its name from any and/or all signage and other materials associated with the Venue. Owner shall use its best efforts to comply with said request, but if Owner will incur any additional expenses in connection with such compliance, it will notify Media Sponsor in writing and obtain Media Sponsor's prior written approval. Media Sponsor will reimburse Owner for all such approved expenses. Owner shall notify Media Sponsor if time does not reasonably permit compliance with Media Sponsor's request. Nothing herein shall relieve Media Sponsor of its obligations under Paragraph 3 of this Agreement.

3.0 Media Sponsorship Support.

In consideration of the full performance by Owner of all of its obligations hereunder and of all rights granted hereunder to Media Sponsor, Media Sponsor shall provide Owner with the following:

(i) a minimum of two (2) prerecorded radio spots of 60 seconds duration or four (4) prerecorded radio spots of 30 seconds duration per day on each of the five radio stations of Media Sponsor (minimum seven hundred thirty (730) :60 second spots on each station (3,650 spots across all five Cumulus Stations) throughout each calendar year of the Term of this Agreement during the hours of 12:00a.m. to 11:59p.m.), the text of which will be provided by Owner and which may mention Owner's other Official Sponsors (less any radio station entities), and a recording of which will be delivered to Owner on or before broadcasting;

(ii) weekly on-air announcement of event schedule for Venue;

(iii) on-air promotion of the Venue, including giveaways of tickets to the events taking place at the Venue, if available;

(iv) a mutually agreeable amount of mutually acceptable Media Sponsor's logoed merchandise for Owner's on-site promotions of the Venue;

(v) a tape of all of Media Sponsor's broadcast(s), if any, of the Venue, for use by Owner in the promotion of future events of this type and the promotion of Owner's event business generally;

(vi) the Right of First Refusal to Owner's Sponsors to purchase any commercial advertising time on the broadcast, if any, of the Venue by Media Sponsor. Media Sponsor shall not accept advertising for products or services competitive to those of the Venue's Official Sponsors, without first having given Official Sponsors the right to purchase some time on the same terms and conditions as those offered to third parties;

(vii) monthly on-air interview with Owner on 93.9 & 1490 WOSH in promotion of upcoming events at the Venue, scheduled at the convenience of the Media Sponsor.

(viii) during the Term, Media Sponsor will use commercially reasonable efforts to submit to Owner written affidavits of performance setting forth confirmation of Media Sponsor's monthly broadcasting of spots pursuant to this Agreement.

4.0 Option to Renew.

Owner hereby grants to Media Sponsor the right to renew its Official Media Sponsorship hereunder annually on the same terms and conditions as contained herein (except that the Media Sponsorship Support described in Paragraph 3 shall be subject to negotiation of the number of prerecorded spots and the number of broadcasts thereof by Media Sponsor as mutually agreed between the parties in each succeeding year). Media Sponsor shall exercise said option, if at all, by giving Owner written notice thereof within thirty (30) days prior to the expiration of the Term of this Agreement, and the parties must agree to any renegotiation in writing within thirty (30) days thereafter, or the option will be deemed not to have been exercised.

5.0 Exclusivity and Ambush Protection.

(a) Competitive Product Protection. Owner represents and warrants that during the Term, it will not authorize any other radio station as an Official Media Sponsor of the Venue.

(b) Exclusivity at Events Not Controlled by Owner. Media Sponsor understands that events may take place at a Venue which may have preexisting arrangements for the display of signs and similar promotional materials for products and/or services competitive to those of Media Sponsor and Media Sponsor's Services hereunder ("Competitive Signage Arrangements"). Such Competitive Signage Arrangements shall not be deemed to be a violation of Owner's representations under this Paragraph.

6.0 Trademarks.

(a) Media Sponsor's Trademarks. Media Sponsor's trademarks, label designs, product identifications, artwork and other symbols and devices associated with Media Sponsor's Services ("Media Sponsor's Trademarks") are and shall remain Media Sponsor's property, and Media Sponsor shall take all steps reasonably necessary to protect such Media Sponsor's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecution of infringements.

(b) Media Sponsor's Official Broadcaster Logo. Media Sponsor is authorized to design a logo representing its coverage of the Venue, but because Owner desires to avoid confusion between individual event sponsors and sponsorship of the Official Media's broadcast coverage, if any, Owner shall have the right to approve such logo in writing in advance of its use by Media Sponsor (such approval not to be unreasonably withheld, conditioned or delayed).

(c) Media Sponsor's Authorization of Owner. Owner is hereby authorized to use Media Sponsor's Trademarks in advertising and promoting the Venue during the Term of this Agreement, provided Media Sponsor shall have the right to approve all such uses in writing in advance.

(d) Owner's Submission for Approval. Owner shall submit all materials to Media Sponsor in writing and if Media Sponsor does not approve or reject such materials in writing within ten (10) business days after receipt thereof, then Media Sponsor shall be deemed to have approved such materials.

(e) Uses for Benefit of Media Sponsor. The right to use Media Sponsor's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by Owner of Media Sponsor's Trademarks shall inure solely to the benefit of Media Sponsor.

(f) Owner's Trademarks. Owner's trademarks, designs, artwork and other symbols and devices associated with the Venue ("Owner's Trademarks") are and shall remain Owner's property and

Owner shall take all steps reasonably necessary to protect Owner's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecution of infringements.

(g) Owner's Authorization of Media Sponsor. Media Sponsor is hereby authorized to use Owner's Trademarks in advertising and promoting Media Sponsor's Services until thirty (30) days after the Event takes place, provided Owner shall have the right to approve all such uses in writing in advance.

(h) Media Sponsor's Submission for Approval. Media Sponsor shall submit materials to Owner in writing and if Owner does not approve or reject such materials in writing within ten (10) business days after receipt thereof, then Owner shall be deemed to have approved such materials.

(i) Uses for Benefit of Owner. The right to use Owner's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by Media Sponsor of Owner's Trademarks shall inure solely to the benefit of Owner.

(j) Merchandise. Owner shall not manufacture or sell, or license the manufacture and/or sale, of any promotional or other merchandise which bears Media Sponsor's Trademarks without Media Sponsor's prior written consent. Media Sponsor shall have the right to manufacture and/or sell promotional or other merchandise which bears Owner's Trademarks only in accordance with Paragraph 7.

(k) Ambush Prevention—Owner's Action. Owner agrees to take all reasonable measures to prevent the unauthorized use of Owner's Trademarks (and facsimiles thereof) and to prevent the dilution of the value of Media Sponsor's rights hereunder by using its best efforts to exclude competing signage, competitive product sales and competitive product sampling from events and to redirect specific instances of trademark and copyright infringement, trademark and trade dress dilution, unfair competition and/or consumer deception whenever it is, in the opinion of Owner's counsel, reasonable to do so. Owner shall bear all costs of such prosecution and shall retain the proceeds thereof, if any. Media Sponsor shall reasonably cooperate with Owner in any such litigation.

7.0 Merchandising.

(a) Owner's Venue Related Merchandise. Owner represents and warrants that all merchandise authorized by it to bear the Owner's Trademarks or to be associated with the Venue ("Venue Related Merchandise") shall be of a high standard and of such style, appearance and quality as to suit the best exploitation of the Venue, shall be free from product defects, and shall be merchantable and suited for its intended purpose. Owner shall indemnify and hold harmless Media Sponsor and Media Sponsor's officers, directors, employees, agents, representatives, successors and assigns from any claims, damages, liabilities, losses, government proceedings and costs and expenses, including reasonable attorneys' fees and costs of suit, arising out of the failure of this warranty. All Venue Related Merchandise which also bears Media Sponsor's

Trademarks shall include appropriate notice of any applicable trademark, service mark or copyright relating to Owner's Trademarks or Media Sponsor's Trademarks. Each party shall reasonably determine what constitutes appropriate notice for its respective Trademarks and copyrights.

(b) Media Sponsor's Venue Related Merchandise.

(i) Merchandise. During the Term, Media Sponsor shall have the right to produce and sell Venue Related Merchandise in connection with its advertising and promotion of the Services, provided such merchandise also bears Media Sponsor's Trademarks. Such merchandise shall be subject to Owner's written approval, which shall not be unreasonably withheld.

(ii) Waiver of Royalty. If Media Sponsor desires to sell Venue Related Merchandise for which Owner has authorized a licensee, and if Media Sponsor desires to purchase such merchandise from such licensee, then Owner shall require such licensee to sell such merchandise to Media Sponsor without Owner's royalty thereon. Owner and such licensee shall inform Media Sponsor in a statement signed by one of their respective officers of the amount of Owner's royalty thereon.

(iii) Third Party Agreements. In any agreement between Media Sponsor and any third party relating to the manufacture, distribution or promotion of Media Sponsor's Venue Related Merchandise or otherwise relating to the Venue, under which obligations or liabilities in excess of \$5,000 in the aggregate may be incurred, Media Sponsor agrees that such agreement will contain a clause substantially similar to the following:

[Third Party] will look solely to [Media Sponsor] for performance and for payment and satisfaction of any obligation or claim arising out of or in connection with this Agreement, and [Third Party] hereby covenants that it will not assert any claim against or look to Owner or any officer, director, employee or representative of Owner for satisfaction of any such obligation or claim.

(c) Media Sponsor Warranties on Venue Related Merchandise. If Media Sponsor manufactures or causes to be manufactured its own Venue Related Merchandise, Media Sponsor represents and warrants that such merchandise shall be free from defects and merchantable and fit for its particular purpose. Media Sponsor shall indemnify and hold harmless Owner and Owner's officers, directors, employees, representatives, agents, successors and assigns from any claims, damages, liabilities, losses, government proceedings and costs and expenses, including reasonable attorneys' fees and costs of suit, arising out of the failure of this warranty.

8.0 Warranties.

(a) Owner Warranties. Owner represents and warrants that:

- (i) it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
- (ii) Owner's Trademarks do not infringe the trademarks or trade names or other rights of any other person;
- (iii) it has all government licenses, permits or other authorizations necessary to lease the Venue to outside clients for events as contemplated under this Agreement; and
- (iv) it will comply with all applicable laws, regulations and ordinances pertaining to the promotion and conduct of the Venue.

(b) Media Sponsor Warranties. Media Sponsor represents and warrants that:

- (i) it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
- (ii) Media Sponsor's Trademarks do not infringe the trademarks or trade names of any other person;
- (iii) it has all government licenses, permits or other authorizations necessary to conduct its business; and
- (iv) all Services furnished by Media Sponsor shall be of high quality and shall be free from product defects and shall be merchantable and suited for their intended purpose.

9.0 Indemnities.

(a) Mutual Indemnities. Each party will indemnify, defend and hold harmless the other, its parent, subsidiary and affiliated corporations and their respective directors, officers, employees, agents, successors and assigns, from and against any and all claims, damages, liabilities, losses, government proceedings and costs and expenses, including reasonable attorneys' fees and costs of suit, arising out of any alleged or actual breach of this Agreement or the inaccuracy of any warranty or representation made by the other or any act or omission by the other in the performance of this Agreement or the purposes hereof.

(b) Additional Media Indemnity. Media Sponsor will indemnify Owner as described in subparagraph (a) for any and all liability arising out of Media Sponsor's dissemination of information pertinent to its broadcast from the Venue, including, without limitation, libel, slander, invasion of privacy or similar causes of action; unless any such liability was caused by the negligence or willful misconduct of Owner, its employees, agents, contractors or representatives.

(d) Notices of Claims. Each party will give the other prompt written notice of any claim or suit possibly coming within the purview of any indemnity set forth in this Agreement. Upon the

written request of an indemnity, the indemnitor will assume the defense of any such claim, demand, action or proceeding. The indemnitee shall also have the right to provide its own defense at its own expense, provided the indemnitee shall not settle any claim without the indemnitor's consent unless it is willing to release the indemnitor from its obligation of indemnity hereunder. Termination of this Agreement shall not affect the continuing obligations of each of the parties under this Paragraph and Paragraph 10.

10.0 Insurance.

Prior to commencement of Agreement, each party shall, at its own cost and expense, furnish the other party with a Certificate of Insurance indicating proof of the following insurance from companies licensed in the State for activities undertaken by such party hereto, such party's employees or assigns, while on the premises of the Venue or Attraction:

1. General Liability Insurance with a minimum limit of \$1,000,000 per occurrence/\$1,000,000 aggregate, combined single limit for bodily injury and property damage. This insurance shall include, but not be limited to, the following:
 - a. Premises – Operations
 - b. Products and Completed Operations
 - c. Broad Form Property Damage
 - d. Broad Form Blanket Contractual
 - c. Personal Injury

2. Automobile Liability Insurance with a minimum limit of \$1,000,000 per occurrence combined single limit for bodily injury and property damage unless otherwise indicated. This insurance shall include bodily injury and property damage for the following:
 - a. Owned Automobiles
 - b. Hired Automobiles
 - c. Non-Owned Automobiles

Such insurance shall list the other party as an additional insured and shall require the insurer to give the other party at least thirty (30) days' prior written notice of any material modification or cancellation. Evidence of coverage shall be provided to the other party prior to the execution of this Agreement.

10.1 Crowd Control.

In accordance with industry standards, Owner shall provide a reasonably safe viewing area of a type normally used for events at a like Venue for spectators at the Venue. Owner represents and warrants that it will use its best efforts to provide for spectator safety, crowd control and security.

10.2 Food and Beverage Service.

(a) **Warranty.** Owner represents and warrants that it will cause all food and beverage vendors to represent and warrant, as a condition of their participation at the Venue, that they will comply with all food service, sanitation and other regulations applicable to their services at the Venue.

(b) **Alcohol.** If alcohol is served at the Venue, Owner will, or will cause its clients to comply with all applicable laws and regulations, including Venue regulations, regarding the service of alcohol to intoxicated or under-age persons, to encourage the safe use of alcohol, and to prevent the consumption of alcoholic beverages not purchased at the Venue. Owner will indemnify and hold Media Sponsor harmless as provided in Paragraph 9 from and against any liability arising out of serving alcohol at the Venue.

10.3 Music.

Owner represents and warrants that clients will be responsible for all music played at the Venue, whether live, recorded or publicly broadcast, will be duly licensed for public performance by ASCAP, BMI, SESAC or such other performing rights societies or copyright owners as may be required by law, or else in the public domain. Owner will indemnify and hold Media Sponsor harmless as provided in Paragraph 9 from and against any liability arising out of the performance of music at the Venue.

11.0 Term and Termination.

(a) **Term.** This Agreement shall become effective on the date first above written and shall expire on December 31, 2024 , unless terminated earlier or renewed pursuant to the terms hereof (the "Term").

(b) **Termination by Owner.** Without prejudice to any other rights or remedies that Owner may have, Owner may terminate this Agreement immediately by delivery of notice to Media Sponsor at any time if any of the following events shall occur:

(i) Media Sponsor shall fail to materially comply with Paragraph 6 hereof in any respect and fail to cure the same within thirty (30) days of receipt of notice of such failure;

(ii) Media Sponsor shall (1) make an assignment for the benefit of creditors, (2) be adjudicated bankrupt, (3) file a voluntary petition in bankruptcy or a voluntary petition or an answer seeking reorganization, arrangement, readjustment of its debts or for any other relief under Title 11 of the United States Code or any successor or other federal or state insolvency law ("Bankruptcy Law"), (4) have filed against it an involuntary petition in bankruptcy or seeking reorganization, arrangement, readjustment of its debts or for any other relief under any Bankruptcy Law, which petition is not discharged within thirty (30) days or (5) shall apply for or permit the appointment of a receiver or trustee for its assets;

(iii) Media Sponsor shall default under any provision of this Agreement and shall have failed to cure such default within thirty (30) days after it received written notice of such default from Owner; or

(iv) any of the representations or warranties made by Media Sponsor in this Agreement shall prove to be untrue or inaccurate in any material respect.

(c) Termination by Media Sponsor. Without prejudice to any other rights or remedies that Media Sponsor may have, Media Sponsor may terminate this Agreement immediately by delivery of notice to Owner at any time if any of the following events shall occur:

(i) Owner shall fail to materially comply with Paragraph 6 hereof in any respect and fails to cure the same within thirty (30) days of receipt of notice of such failure;

(ii) any of the events described in subparagraph b (ii) above shall occur with respect to Owner;

(iii) Owner shall default under any provision of this Agreement and shall have failed to cure such default within thirty (30) days after it shall receive written notice of such default from Media Sponsor; or

(iv) any of the representations or warranties made by Owner in this Agreement shall prove to be untrue or inaccurate in any material respect.

12.0 Effect of Cancellation on Media Sponsor.

In the event that the Venue is temporarily closed, in whole or in part, due to any Act of God or force majeure, including, without limitation, weather, fire, flood, strike, labor dispute, civil commotion, riot or threat of violence or similar cause beyond the control of the parties, then Media Sponsor shall be relieved of any obligations yet to be performed with respect to the Venue until such time as the Venue is re-opened, and Owner shall not be responsible to Media Sponsor for the value of any services provided prior to the occurrence of such force majeure.

13.0 Intentionally Omitted.

14.0 Miscellany.

(a) Confidentiality. The parties hereto agree to maintain in confidence the terms and conditions of this Agreement except to the extent that all government documents, once signed and approved by both parties become public documents.

(b) No Joint Venture or Partnership. This Agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee or similar relationship between Owner and Media Sponsor.

(c) Invalidity. The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement, all of said provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.

(d) Notices. All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail or email transmission:

If to Owner, to: 625 E. Cty. Rd. Y, #500, Oshkosh WI 54901
address

If to Media Sponsor, to: 491 S. Washburn, Oshkosh WI 54904; with a copy of legal notices only to: Cumulus Media Inc., 780 Johnson Ferry Road, Suite 500, Atlanta, GA 30342
address

or such other address as either party may designate in writing to the other party for this purpose.

(e) Governing Law. This Agreement is subject to and shall be construed in accordance with the laws of the State of Wisconsin, except for choice of law provisions.

(f) Commissions. Media Sponsor and Owner shall each be responsible for its own sales agency, sponsorship agency, advertising agency or other commissions or broker fees which either is or may become obligated to pay as a result of or attendant to this Agreement.

(g) Non-Assignment. Neither party shall assign this Agreement without the prior written approval of the other party, except that Media Sponsor may assign this Agreement to (i) its parent company or any affiliate or subsidiary of Media Sponsor or its parent company, or (ii) any entity that acquires (A) all or substantially all of the assets Media Sponsor, or (B) the intellectual property/format of any station of Media Sponsor, each by reason of a merger, acquisition, swap, transfer or other business reorganization.

(h) Complete Agreement. This Agreement represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. Owner has made and makes no representations of any kind except those specifically set forth herein.

(i) Binding Agreement. This Agreement shall be binding upon the parties, their successors and assigns.

(j) Compliance with Wisconsin Public Records Law. Media Sponsor understands that Winnebago County is bound by the Wisconsin Public Records Law, Wis. Stat. sec. 19.21, et. seq. Pursuant to Wis. Stat. sec. 19.36 (3), County may be obligated to produce to a third party the records of Media Sponsor that are "produced or collected" by the Media Sponsor under this Agreement ("Records"). Media Sponsor is further directed to Wis. Stat. sec. 19.21, et. seq. for the statutory definition of Records subject to disclosure under this paragraph, and Contractor Media Sponsor acknowledges that it has read and understands that definition.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

WINNEBAGO COUNTY (OWNER)

By: _____ Date: _____
County Executive

By: _____ Date: _____
County Clerk

CUMULUS BROADCASTING LLC (MEDIA SPONSOR)

By: (Print) _____

By: (Sign) _____ Date: _____

Title: _____

Agenda Item Report



Winnebago County
The Wave of the Future

DATE: May 23, 2022
FROM: Parks and Expo Director
RE: Sunnyview Exposition Center 2023 – 2025 Utility Fees

General Description: The Sunnyview Exposition Center does not have a defined fee structure for utilities in 2023 – 2025.

Requested Action:

No action requested at this time. Provided for discussion purposes only.

Background:

Parks Department staff are beginning to draft contracts for the 2023 season. Through this process, staff has noticed that the 2023-2025 utility fees were not established when the last fee structure was approved for 2021-2025.

With the construction of Lot 2, Lot 3, and Lot 4, the Parks Department anticipates an increase in utilities as it relates to the electric camping areas.

Park staff have been looking at three different options for establishing the proper fee for the next three years.

1. Follow the same \$10 fee increase that has been previously practiced.
2. Increase the utility fee to reflect the average total daily utility fee of the Sunnyview Exposition Center. This was \$362.46 in 2021.
3. Increase the utility fee to reflect the use of the promotor. Break up the fee into three categories. Then charge the utility fee to the promotor for each area that they are utilizing.
 - a. Stage/Arena
 - b. Exposition Center
 - c. Equestrian/Camping Area

Justification:

In 2021, the Parks Department paid \$132,299.17 in utilities fees for Sunnyview Exposition Center p120roperty. Park staff feel that it is appropriate to continue to charge a fee in order to help pay for utilities 7at the Sunnyview Exposition Center.

Attachments:

- No Attachments

Agenda Item Report



Winnebago County
The Wave of the Future

DATE: May 23, 2022
FROM: Parks and Expo Director
RE: Winnebago County 4H Sunnyview Exposition Center Policy Statement

General Description: The Parks Department has been working with the Winnebago County 4H program and UW-Extension to update the Sunnyview Exposition Center Policy Statement.

Requested Action:

No action requested at this time. Provided for discussion purposes only.

Background:

In January of 2009, the Parks and Recreation Committee approved an updated policy statement between the Parks Department and the Winnebago County 4H program. This policy defines the booking policies, types of events, and the cost of the events that the 4H program hosts at the Sunnyview Exposition Center. Parks Department staff have been reviewing this policy and we feel that it needs further clarification and an update. Some of the programs listed are no longer offer by the Winnebago County 4H program. Also, the fee for the 4H program's May horse project is not defined in this agreement.

The Parks Department plans to track the County's cost to host the 4H May horse project and report back to the Parks and Recreation Committee in June. The goal is to approve an updated policy statement by the August County Board meeting in order for the Winnebago County 4H program to properly budget for their 2023 program year.

Justification:

A policy statement between the Parks Department and Winnebago County 4H is a good practice to maintain to ensure that both parties understand the booking policy.

Attachments:

- Winnebago County 4H Sunnyview Exposition Center Policy Statement

Sunnyview Exposition Center Policy Statement

Winnebago County 4H Reservations

The Winnebago County 4-H Program has been granted use of the Sunnyview Exposition Center at no cost and discounted rates for specific events. The Winnebago County Parks Department, UW-Extension and appropriate 4-H Committee will coordinate contracts for these events. Policies governing this use are outlined below.

All events/usage:

1. All no charge reservations related to the Expo Building are subject to change if a paying client wishes to rent the building. Change notification will take place at least 30 days prior to the scheduled 4H event.
2. All Winnebago County 4H events not covered in this agreement will be charged using the Sunnyview Exposition Center Rental Fees Schedule and are allowed a 25% discount. All events are scheduled on a first come first served basis with a \$100.00 nonrefundable Calendar Deposit to reserve the date.
3. All events must be scheduled with the Assistant Expo Manager and keys must be picked up at the Assistant Expo Manager's office prior to the event via appointment. Other key pick up options may be available upon consent of the Assistant Expo Manager or Parks Director.
4. Equipment within the Expo Building, including the P.A. system, is available upon request if not currently rented by a paying customer and must be checked out from the Assistant Expo Manager.
5. All 4H events must thoroughly clean up after themselves and leave the building as they found it. If clean up charges or damages are incurred a fine will be levied to the 4H Leaders Association. Dumpster rental and tipping charge will apply for 8 yard dumpsters that are used for garbage. There is no charge for recycling dumpster rental or tipping.
6. All livestock events will be charged for animal refuse dumpster rental and tipping fees when using any of the barns and/or manure pit areas.
7. Damages will be charged if necessary.
8. All other regulations regarding use of the building apply, including recycling ordinances.
9. A separate **Winnebago County 4H Food Court Use Policy** developed by the Parks Department, UW-Extension and 4H Leaders Association applies to all 4H users of the Food Court building. All 4H Food Court users must comply with this policy. Keys for the Food Court building will be checked out from the UW Extension office and returned there after use of the building for an event. The cost for 4H users and the Winnebago County Farm Bureau for rental of the Food Court building is \$20.00 per day.

Pizza Making:

1. The Winnebago County 4H Pizza Making may reserve one Friday and Saturday during the months of March/April and November in the Center Hall and Kitchen with the addition of the West Wing if it is available. These reservation dates include tables, chairs, hall and kitchen rental and utilities at no charge. Dumpster rental and tipping charge will apply for 8 yard dumpsters that are used for garbage. There is no charge for recycling dumpster rental or tipping. When necessary, Expo staff will plow access to all 4H garage doors as well as remove snow near east door of garage the Thursday prior to the event.

Goat Project:

1. The Winnebago County 4H Goat project may use Barn A+ for a Goat Fun Day on a Saturday between the months of May and August when available as per the Expo Event Calendar. This rental includes Barn A+, utilities, and use of one restroom at no charge. Dumpster rental and tipping fee applies for animal refuse and garbage dumpsters used.

Meat Animal Project:

1. The Winnebago County 4H Meat Animal Project may schedule 2 events in Barn A+ during the months of February and April or May on a Saturday. This reservation date includes use of Barn A+ and utilities at no charge. Expo staff will plow access to Barn A+ and the 4H garage on the Wednesday prior to event if necessary.

Dog Project:

1. The 4H Dog Project may reserve one Sunday during the month of April in the West Wing for Fun Day. This reservation date includes tables, chairs, hall rental, and utilities at no charge.
2. The 4H Dog Project may use either Barn E or Barn A one weekday evening per week during the months of May through August, at no charge. These dates are subject to availability and may be rescheduled in the event of a paying customer wishing to rent the facilities.
3. The 4H Dog Project Agility Classes may be held one weekday evening per week from August until grounds closing in Barn E or Barn A, depending on availability, or elsewhere outside on the grounds at no charge. This reservation date includes either Barn A or E and one restroom facility.

Horse Project:

1. The 4H Horse Project Tack Sale may reserve a Saturday and Sunday during the month of March in the South Wing, including the Center Hall and kitchen if available. This reservation date includes tables, chairs, hall rental, and utilities at no charge. Dumpster rental and tipping charge will apply for 8 yard dumpsters used for garbage. There is no charge for recycling dumpster rental or tipping. Expo staff will plow all access doors to 4H garage prior to event if necessary.
2. The Winnebago County 4H Horse Advisory Group may use the premises at no charge for 2 scheduled shows (4 days total), all other shows scheduled will be charged at the reduced rate.
3. The Winnebago County 4H Horse Project holds dates for three annual shows in the covered arena:
 - i) the third Saturday and Sunday in May - regular reduced fee applies
 - ii) the last Saturday in July – no charge
 - iii) the last Saturday and Sunday in September – no charge

These dates are subject to cancellation if a paying client wishes to rent the facility. Cancellation notification will be given at least 30 days prior to the scheduled event.

The above dates include rental of the Covered Arena, the Covered Arena Registration and Support rooms, Covered Arena announcer's stand, the Outdoor Arena, the toilet shower building, the food court, Barns C & D and utilities.

The use of the water wagon and drag are included.

Campers for these shows will use Parking Lot #2.

All other rules and regulations regarding use of the facilities apply including recycling ordinances. Stalls must be raked to the gravel floor upon completion of the event.

4. All garbage must be emptied into separate 8 yard Dumpsters with animal refuse deposited in the manure pit for loading into separate 30 yard Dumpsters provided by LESSOR and post-billed to LESSEE. Dumpster rental and tipping charge will apply for 8 yard dumpsters used for garbage. There is no charge for recycling dumpster rental or tipping

The facilities are to be left in the same condition of cleanliness as they were found at the start of the event.

5. The Winnebago County 4H Horse Advisory Group may schedule Clinics in the Covered Arena 2 weekday evenings per month during the months of May through August at no charge. This reservation includes the Covered Arena, Covered Arena Support and Registration rooms, the Announcer Stand, the PA System and utilities.
6. Individual clubs must schedule event dates for the next calendar year upon conclusion of the current event. The charge for individual clubs using the premises for a horse show is reduced.

April 2006 revised November 2008

Approved by Committee 01/5/09

Agenda Item Report



Winnebago County
The Wave of the Future

DATE: May 23, 2022
FROM: Parks and Expo Director
RE: Committee Parks Tour

General Description: The Parks and Recreation Committee Chair would like to take the committee on a tour of some of the County Parks.

Requested Action:

The Parks Department recommends that the Parks and Recreation Committee approves the County Parks Tour as listed.

Procedural Steps:

Parks and Recreation Committee
Action taken:

Meeting date: 5/23/22
Vote:

Background:

1. Buttes Des Mort Boat Landing – 8am
2. Waukau Dam – 9am
3. Waukau Creek - 10am
4. Lasley Point – 11am
5. Coughlin Building – 12pm (Parks Meeting/Lunch)
6. Parks Shop – 2pm

Justification:

The County Parks Tour will provide the Parks and Recreation Committee with an update on the upcoming capital projects and it will allow the new committee members to learn about the upcoming projects.

Attachments:

- None