

ENROLLED ORDINANCE 169-32

APPROVE FRIENDS OF RETZER NATURE CENTER 2014/2015 RETZER
NATURE CENTER EVENT PRESENTING SPONSORSHIP AGREEMENT

WHEREAS, the Friends of Retzer Nature Center, Inc. is a 501(c)3 organization dedicated to encouraging, perpetuating and promoting the work of conservation and natural resource education, and

WHEREAS, the Waukesha County Department of Parks and Land Use, through its facility at Retzer Nature Center, hosts five Special Events for families to promote environmental education, and

WHEREAS, it is beneficial for Waukesha County to allow the Friends of Retzer Nature Center, Inc. to sponsor these Special Events held at Retzer Nature Center, and

WHEREAS, the Friends of Retzer Nature Center, Inc. will provide \$11,000 in funds to promote and facilitate these Special Events to be held in 2014 and 2015, and

WHEREAS, Waukesha County will allow the Friends of Retzer Nature Center, Inc. to be listed as Presenting Sponsor of Special Events held at Retzer Nature Center.

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS that the Friends of Retzer Nature Center Event Presenting Sponsorship Agreement for Special Events held at Retzer Nature Center is hereby approved.

BE IT FURTHER ORDAINED that the Director of the Waukesha County Department of Parks and Land Use may execute the agreement and accept funds on behalf of Waukesha County.


APPROVE FRIENDS OF RETZER NATURE CENTER 2014/2015 RETZER NATURE CENTER EVENT PRESENTING SPONSORSHIP AGREEMENT


Presented by: Land Use, Parks and Environment Committee

Approved by: Finance Committee

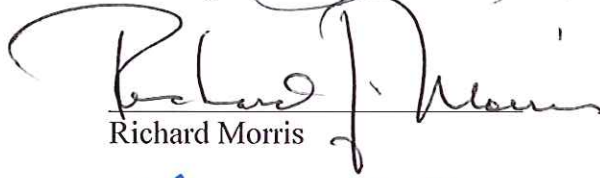

Walter L. Kolb, Chair


James A. Heinrich, Chair



Jim Batzko

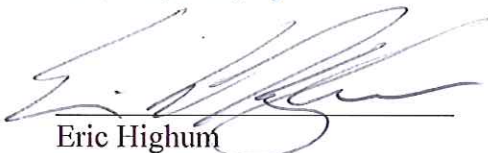

Eric Highum

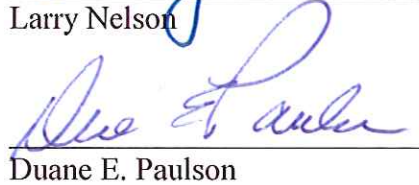
ABSENT
Jennifer Grant

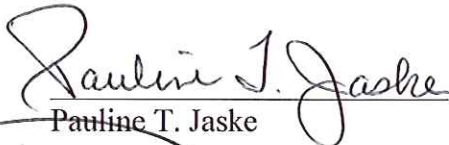

Richard Morris

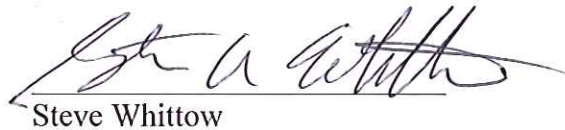
ABSENT
Keith Hammitt

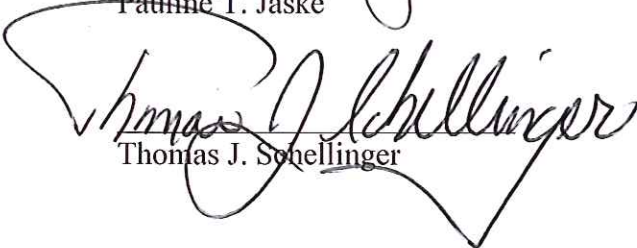

Larry Nelson

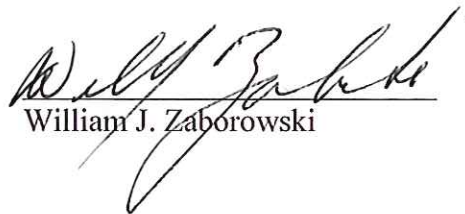

Eric Highum


Duane E. Paulson

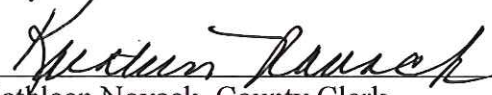

Pauline T. Jaske


Steve Whittow


Thomas J. Schellinger


William J. Zaborowski

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, was presented to the County Executive on:

Date: 7/22/14, 
Kathleen Novack, County Clerk

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, is hereby:

Approved:
Vetoed:



Date: 7-24-14,
Daniel P. Vrakas, County Executive

**Friends of Retzer Nature Center 2014/2015 Retzer Nature Center
Event Presenting Sponsorship Agreement**

This agreement ("Agreement") is made by and between Waukesha County, having a principal mailing address of 515 W Moreland Blvd., Room AC230, Waukesha, WI 53188 and Friends of Retzer Nature Center, having a principal mailing address of S14 W28167 Madison St, Waukesha, WI 53188.

WHEREAS, Waukesha County intends to arrange and produce annual community events at Retzer Nature Center (the "Events"). The Events during the 2014/2015 Season are:

- Apple Harvest Festival sponsored by AppleTree Credit Union – September 20, 2014
- Howl-O-Ween – October 17, 2014
- JanBoree Children's Activities – January 18, 2015
- Wild Winter Nights – February 7, 2015
- Earth Week – April 19-25, 2015

WHEREAS, Friends of Retzer is desirous of purchasing certain sponsorship rights to the 2014/2015 Season Events;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Waukesha County and Friends of Retzer Nature Center agree as follows:

1. For and in consideration of the payment of \$11,000, Friends of Retzer Nature Center is designated the Presenting Sponsor of the Retzer Nature Center's 2014/2015 Season Events.

\$1,000	Friends of Retzer Nature Center Activities - JanBoree
\$1,000	Friends of Retzer Nature Center Wild Winter Nights
\$2,000	Friends of Retzer Nature Center Earth Week
\$5,000	Friends of Retzer Nature Center Apple Harvest Festival Sponsored by Apple Tree Credit Union (contracted through 2014)
<u>\$2,000</u>	Friends of Retzer Nature Center Howl-O-Ween
\$11,000	

- a. Waukesha County agrees to provide the following benefits to Friends of Retzer Nature Center as Presenting Sponsor:
 - i. Free Event admission to Friends of Retzer Nature Center Members;
 - ii. Friends of Retzer Nature Center logo featured prominently in any print or broadcast advertising that may exist for the Events, including all media materials and press releases;
 - iii. Friends of Retzer Nature Center logo and link on Waukesha County's web pages for these Events;
 - iv. Friends of Retzer Nature Center logo on Sponsor Thank-You Board(s);
 - v. Space during the Events for informational display/material provided and staffed by Friends of Retzer Nature Center.

- vi. One (1) banner (not to exceed 6 feet in length) provided by Friends of Retzer Nature Center at the entrance of the festival grounds.
 - b. As Presenting Sponsor, Friends of Retzer Nature Center agrees to provide Waukesha County with the following:
 - i. Friends of Retzer Nature Center logo to be used on promotional material;
 - ii. Required specifications for Friends of Retzer Nature Center logo usage;
 - iii. Friends of Retzer Nature Center web address and link back to Waukesha County Parks Web site;
 - iv. Right to approve promotional materials for events when using the news media (published or broadcast) provided by Friends of Retzer Nature Center, Inc.
2. **The Events.** At Waukesha County's sole expense, Waukesha County agrees to perform all acts necessary for the holding of the aforesaid Events on the aforesaid date(s). Waukesha County agrees to produce the Events in compliance with all applicable laws and regulations and the following specifications:
- a. The Events shall be produced in a first-class manner in accordance with the prevailing professional, ethical and business standards, with the utmost regard for the safety of all persons, property, the environment and Sponsor's goodwill.
 - b. Force Majeure, acts of God, or other causes beyond the control of either party delaying or causing the cancellation or delay of the Events will not subject Waukesha County or Friends of Retzer Nature Center to any liability for damages arising from or related thereto.
 - c. All arrangements and costs for the Events (any financial loss relating thereto) shall be solely Waukesha County's responsibility, and Friends of Retzer Nature Center shall have no obligation to pay any such amounts to Waukesha County or others as a result of the Events. Nothing in this paragraph however shall be construed as relieving Friends of Retzer Nature Center from its obligation to pay the amounts payable to Waukesha County specified in paragraph 1 above, or any other amounts set forth in any separate agreement between the parties or otherwise incurred independently by Friends of Retzer Nature Center through its own actions.
3. **Term.** The term of the Agreement will commence on August 1, 2014 and will remain in full force and effect until July 31, 2015 ("2014/2015 Season"). Any renewal upon exercise of the right of first refusal to Presenting Sponsorship provided for in this Agreement will be subject to a payment equal or greater to projected costs of the future Events contracted for. Yearly payment to be received by August 15 following the commencement of the Agreement. The right of first refusal for Presenting Sponsorship of the 2015/2016 Season Events shall be exercised by May 1, 2015 in order to be listed with events in the Winter Environmental Education Guide or be forfeited.

4. **Termination.** Either party may terminate the Agreement immediately upon serving written notice of intent to do so in the event of any of the following circumstances:
 - a. Violation of any federal, state, municipal or local law, regulation, ordinance, ruling or judgment by either party as they relate to the Events or the parties business;
 - b. If there is a default by either party under the provisions of the Agreement, and said party shall have failed to completely cure the default within five (5) days after being given written notice of the default by the other party.

5. **Independent Parties.** The parties hereto agree that nothing in this Agreement is intended to create, nor shall anything herein be construed or interpreted as creating, a partnership, joint venture or any other such mutual relationship between Waukesha County and Friends of Retzer Nature Center, and both parties understand that, except as otherwise expressly agreed to herein, each shall be responsible for its own separate debts, obligations and liabilities.

6. **Amendments.** This Agreement may be amended or altered only by a written agreement signed by all of the parties hereto.

7. **Entire Agreement.** This instrument contains the entire agreement of the parties hereto, it being agreed that there are no verbal or other written agreements pertaining to the subject matter hereof.

8. **Captions and Headings.** All captions and paragraph headings are for convenience and shall not be construed as in any way limiting or altering any of the language contained in this Agreement.

9. **Cancellation, Acts of God, War.** In the event that any one or more of the Events does not take place due to any cause beyond the reasonable control (e.g. acts of war, acts of God, or other force majeure type of events) of the parties, Waukesha County shall have the right to cancel this Agreement upon written notice to Friends of Retzer Nature Center of the occurrence of such an event or to postpone the Event. In the event of postponement of the Event, all terms and conditions of the Agreement shall apply. In the event of cancellation of the Event by Waukesha County pursuant to this paragraph, Friends of Retzer Nature Center shall be entitled to a refund of any monies paid pursuant to paragraph 1 of this Agreement that have not been expended prior to the time of cancellation or, at the option of Friends of Retzer Nature Center, such monies may be applied to any future yearly payment due hereunder.

10. **Notices.** All notices, requests or instructions hereunder shall be in writing and delivered personally or sent by U.S. mail, postage prepaid, to the party intended to receive such notice, request or instruction at such party's address shown in the opening paragraph of this Agreement.

11. **Assignment.** This Agreement shall not be assigned or transferred without the written consent of all parties hereto.

12. **Binding Nature of Agreement.** All terms, conditions and provisions of this Agreement shall be binding upon the substitutes, successors and assigns of the parties.

13. **Governing Law, Venue and Severability.** The laws of the State of Wisconsin shall apply and bind the parties in any and all questions arising hereunder, and the parties expressly agree that the Circuit Court for Waukesha County shall be the sole jurisdiction in which any action or proceeding may be initiated or maintained with respect to this Agreement or the Events. If any provision of this Agreement in any way violates or contravenes the laws of any applicable county, state or municipality, such provision shall be deemed not to be a part of this Agreement and the remainder of the Agreement shall remain in full force and effect. Invalidity and unenforceability of any provision hereof shall in no way affect the validity and enforceability of any other provision.

14. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto, by their signatures below, hereby agree to the terms and conditions set forth above, and represent their authority to bind the respective party hereto, as of the day and year written below.

FRIENDS OF RETZER NATURE CENTER

Dated: _____, 2014

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Attest: _____

Name: _____

WAUKESHA COUNTY

Dated: _____, 2014

By: _____

Name: Dale R. Shaver

Title: Director, Waukesha County Department of
Parks & Land Use

Attest: _____

Name: _____

FISCAL NOTE

APPROVE FRIENDS OF RETZER NATURE CENTER 2014/2015 RETZER NATURE
CENTER EVENT PRESENTING SPONSORSHIP AGREEMENT

This ordinance authorizes the Parks and Land Use (PLU) department to enter into an event sponsorship agreement with the Friends of Retzer Nature Center from August 1, 2014 to July 31, 2015. Under terms of the agreement, the Friends of Retzer Nature Center will make a total payment of \$11,000 to the County for sponsorship rights to specified seasonal events at Retzer Nature Center. Of the total amount, \$7,000 will be due in 2014, and the remaining \$4,000 due in 2015 and to be included in the Department's proposed 2015 Budget.

The Department will manage any costs related to the terms of the agreement as well as any revenue reductions resulting from Friends of Retzer Nature Center free admissions to seasonal events.

This ordinance results in no direct tax levy impact.



Linda G. Witkowski
Budget Manager
6/4/2014

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WAUKESHA COUNTY BOARD OF SUPERVISORS

V

DATE-07/22/14 NUMBER-1690033

- 1 R. KOLB.....AYE
- 2 D. Zimmermann.....AYE
- 3 R. MORRIS.....AYE
- 4 J. BATZKO.....AYE
- 5 J. BRANDTJEN.....AYE
- 6 J. WALZ.....AYE
- 7 J. GRANT.....AYE
- 8 E. HIGHUM.....AYE
- 9 J. HEINRICH.....AYE
- 10 D. SWAN.....AYE
- 11 C. HOWARD.....AYE
- 12 P. WOLFF.....AYE
- 13 P. DECKER.....AYE
- 14 C. PETTIS.....AYE
- 15 W. KOLB.....AYE
- 16 M. CROWLEY.....AYE
- 17 D. PAULSON.....AYE
- 18 L. NELSON.....AYE
- 19 K. CUMMINGS.....AYE
- 20 T. SCHELLINGER....AYE
- 21 W. ZABOROWSKI.....AYE
- 22 P. JASKE.....AYE
- 23 K. HAMMITT.....
- 24 S. WHITTOW.....AYE
- 25 G. YERKE.....AYE

TOTAL AYES-24

TOTAL NAYS-00

CARRIED _____

DEFEATED _____

UNANIMOUS X

TOTAL VOTES-24