



**INVOICE**

Cleveland Metroparks  
Finance Department  
4101 Fulton Parkway  
Cleveland, OH 44144  
216-635-3260  
FAX 216-635-3286

City of Cleveland  
1201 Lakeside Avenue  
Cleveland, OH 44114  
Attn.: Laure Wagner

Invoice Date	Due Date	Invoice #
10/14/2015	11/14/2015	8080

Sponsorship For Cleveland Division of Water	\$30,000.00
--	-------------

<b>Total Amount Due</b>	<b>\$30,000.00</b>
-------------------------	--------------------

PLEASE RETURN THIS PORTION WITH YOUR REMITTANCE

City of Cleveland 1201 Lakeside Avenue Cleveland, OH 44114	<b>Invoice No.</b> 8080  <b>Total Amount Due</b> \$30,000.00  <b>Amount Enclosed</b> \$
--	---

**PLEASE MAKE CHECK PAYABLE TO CLEVELAND METROPARKS  
AND REMIT TO THE ADDRESS ON THIS INVOICE.**

Accounts Receivable Use Only			
Check/Receipt No.	Payment Date	Payment Amount	C#



Department of Public Utilities  
 1201 Lakeside Ave.  
 Cleveland, OH 44114  
 Attn: Jason Wood  
 bjm3@clevelandmetroparks.com

Cleveland Metroparks  
 Finance Department  
 4101 Fulton Parkway  
 Cleveland, OH 44144  
 ar@clevelandmetroparks.com

## INVOICE

<b>Invoice Date</b>	<b>Due Date</b>	<b>Invoice #</b>
		4

**Billing Description**

Quantity	Description	Price Each	Total
1	2016 Cleveland Water Sponsorship	\$10,000.00	\$10,000.00
<b>Total Amount Due</b>			<b>\$10,000.00</b>

-----

Please include invoice number and remittance copy with your payment to ensure proper credit to your account.

<b>Invoice #:</b>	<b>Total Amount Due:</b>	<b>Amount Enclosed:</b>
4	\$10,000.00	

PLEASE MAKE CHECK PAYABLE TO CLEVELAND METROPARKS  
 FOR QUESTIONS CONTACT:  
 Brendan McHugh  
 Phone: (216) 213-5899  
 Email: bjm3@clevelandmetroparks.com

**Cleveland Metroparks**  
 Finance Department  
 4101 Fulton Parkway  
 Cleveland, OH 44144  
 ar@clevelandmetroparks.com

# INVOICE

Invoice Date	Invoice No.
06/09/2017	202
Invoice Total Due	
\$5,000.00	

Make Checks Payable to  
**Cleveland Metroparks**

172  
 CLEVELAND WATER  
 1201 Lakeside Ave  
 Cleveland, OH 44114

Due Date: 07/09/2017

Description	Quantity	Price	UOM	Original Bill	Adjusted	Paid	Amount Due
Marketing Sponsorship Corp Sponsorship	1	\$5,000.00	EACH	\$5,000.00	\$0.00	\$0.00	\$5,000.00
2017 Partnership with Cleveland Metroparks							
Please include invoice number and remittance copy with your payment to ensure proper credit to your account.					Invoice Total:	\$5,000.00	



**CITY OF CLEVELAND**

Frank G. Jackson, Mayor  
 City of Cleveland - Accounts  
 Cleveland, OH 44114

1181539

Date June 29, 2017

Void if not presented within 30 days  
 To the Treasurer of The City of Cleveland, Ohio

Pay

**THE SUM OF 5,000 doIs 00 cts**

Pay Exactly \$\*\*\*\*\*5,000.00 \*\*\*

To The  
 Order Of Cleveland Metropolitan Park District  
 4101 Fulton Pkwy  
 Cleveland, OH 44144-1923

*Don Hickey*  
 CITY TREASURER  
*Amber Mumford Walker*  
 COMMISSIONER OF ACCOUNTS



RECIPIENT  
 COPY

# ORIGINAL

## SPONSORSHIP AGREEMENT

This Sponsorship Agreement (the "Agreement") is entered into and made effective on the last date signed below ("Effective Date") by and between Cleveland Division of Water ("Sponsor") and The Board of Park Commissioners of the Cleveland Metropolitan Park District ("Cleveland Metroparks").

### **Section 1. Grant of Sponsorship.**

In accordance with and subject to the terms set forth herein, Cleveland Metroparks hereby grants Sponsor the right to be the sponsor of each occurrence of the elements detailed in Exhibit A for term of Agreement.

### **Section 2. Consideration for Sponsorship.**

In return for the rights granted in this Agreement and other valuable consideration, Sponsor shall pay to Cleveland Metroparks a sponsorship fee in the total amount of thirty thousand dollars (\$30,000), to be paid in one annual installment within sixty (60) business days of Effective Date.

### **Section 3. Sponsorship Rights.**

(a) Acknowledgement of Sponsorship. Sponsor may disclose in publicity, promotional materials, packaging advertising, and point of sale materials, in any medium, including but not limited to the internet, that Sponsor is a partner of Cleveland Metroparks, and Cleveland Metroparks grants to Sponsor the non-exclusive right in the United States, its territories and possessions, to use its trademarks, and other intellectual property of Cleveland Metroparks. Sponsor acknowledges and agrees that Cleveland Metroparks shall have the right to examine and to approve or disapprove, in advance of use, the contents, appearance, and presentation of any and all publicity, promotional materials, packaging advertising, or point of sale materials proposed to be used by Sponsor which incorporate the Property or which make reference in any way to Cleveland Metroparks. Cleveland Metroparks shall not unreasonably delay or withhold approval in such matters. Sponsor therefore agrees that it will not produce, publish, or in any manner use or distribute any such publicity, promotional materials, packaging advertising, or point of sale materials, which have not been submitted to Cleveland Metroparks and approved in writing in advance by Cleveland Metroparks.

(c) Sponsorship Benefits. Cleveland Metroparks shall provide Sponsor with the following:

- (i) Deliverables outlined in Exhibit A.

### **Section 4. Term of Agreement.**

The term of this Agreement shall be from Effective Date through December 31, 2015.

## **Section 5. Termination of Grant.**

This Agreement may only be terminated for cause. Cause does not include Cleveland Metroparks' disapproval of Sponsor's proposed use of the Property or Cleveland Metroparks' rejection of a logo for Sponsor pursuant to Section 3, but cause does include a party's material breach of its obligations of this Agreement. If a party elects to terminate this Agreement, it must provide 180 days' prior written notice to the other stating (i) its intent to terminate and (ii) the material breach giving rise to termination. If such material breach is not cured to the reasonable satisfaction of the non-breaching party within thirty (30) days, this Agreement shall terminate at the end of the above-referenced 180 day period. Thereafter, Cleveland Metroparks will have no further obligation to recognize Sponsor, all sponsorship benefits shall be revoked, and all uses of the Property set-forth on Exhibit A shall cease.

## **Section 6. Indemnifications, Warranties and Insurance.**

Sponsor represents and warrants to Cleveland Metroparks that: (i) it has good and legal title to and owns all right, title, and interest to the Sponsor logo and/or other names or marks utilized in connection with this Agreement; (ii) it has the right to license the same to Cleveland Metroparks in accordance with the terms and conditions of this Agreement; and, (iii) that to the best of Sponsor's knowledge and belief, the use of the Sponsor name, logo or other marks by Cleveland Metroparks will not infringe upon the rights of any other person or entity. This paragraph shall survive the termination and/or expiration of this Agreement.

Cleveland Metroparks represents and warrants to Sponsor that: (i) it has good and legal title to and owns all right, title, and interest to the Property; (ii) it has the right to license the same to Sponsor in accordance with the terms and conditions of this Agreement; (iii) that to the best of Cleveland Metroparks' knowledge and belief, the use of the Property, by Sponsor will not infringe upon the rights of any other person or entity. This paragraph shall survive the termination and/or expiration of this Agreement.

Sponsor shall maintain self-insurance of claims for bodily injury (including death) and property damage related to this Agreement, in accordance with its customary practices, including without limitation maintenance of an assigned reserve therefore, up to commercially reasonable limits but not less than One Million Dollars (\$1,000,000) per occurrence. Promptly upon request by Cleveland Metroparks and from time to time, Sponsor shall provide Cleveland Metroparks with a letter of confirmation with respect to such self-insurance and assigned reserve, in form satisfactory to Cleveland Metroparks. In the event that Cleveland Metroparks maintains any public liability insurance during the term of this Agreement it shall name Sponsor as an additional insured with regard to all events and operations listed in Exhibit A.

## **Section 7. Force Majeure.**

If either party is prevented from or interfered with in any manner whatever in fully performing its duties hereunder, by reason of any present or future law, regulation or order, act of God, earthquake, flood, fire epidemic, accident, explosion, casualty, labor controversy (including but not limited to threatened or actual lockout, boycott or strike), riot, civil disturbance, war or armed conflict, terrorism, delay of a common carrier, inability without fault

on the party's part to obtain sufficient goods or services required in the conduct of its business; or by reason of any other cause or causes of any similar nature (all of the foregoing being herein referred to as an "event of force majeure"), then the party's obligations hereunder shall be suspended as often as any such event of force majeure occurs and, during such occurrences, the party's nonperformance will not be deemed a breach of this Agreement.

**Section 8. Limited Liability.**

Notwithstanding anything in this Agreement to the contrary, each party's maximum liability to Sponsor for all claims related to this Agreement will not exceed the amount to be received by Cleveland Metroparks under this Agreement. Under no circumstances shall either party be liable for any indirect, incidental, reliance, special, punitive, or consequential damages arising out of its performance or nonperformance under this Agreement, whether or not the party has been advised of the possibility of such damages.

**Section 9. Waiver.**

This Agreement constitutes the sole agreement between the parties hereto and no amendment, modification, or waiver of any of the terms and conditions hereof shall be valid unless in writing and signed by both parties.

**Section 10. Assignment.**

No assignment shall be binding upon either of the parties without the prior consent of the other, in writing.

**Section 11. Governing Law and Forum Selection.**

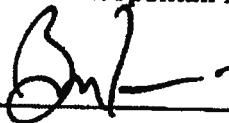
This Agreement shall be governed by Ohio law. Any and all disputes concerning the enforcement, breach or performance of this Agreement shall be resolved by a court of competent jurisdiction within the State of Ohio. Each party hereby consents to venue in and the jurisdiction of any state or federal court in Cuyahoga County, Ohio.

[Signature Page Follows]

IN WITNESS WHEREOF, each party has executed this Agreement in a manner appropriate to each, and the person signing on behalf of each party warrants and represents that he or she has full authority to act on its behalf.


**Board of Park Commissioners of the  
Cleveland Metropolitan Park District**

Date: 9-21-15

By: 

Name: Brian M. Zimmerman  
Title: Chief Executive Officer

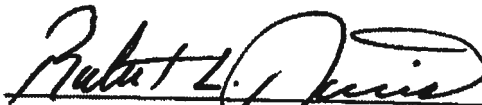
Approved As To Legal Form:

 Fini

Rosalina M. Fini  
Chief Legal & Ethics Officer

**City of Cleveland**

Date: \_\_\_\_\_

By: 

Name: Robert L. Davis  
Title: Director of Public Utilities

## EXHIBIT A

The Cleveland Metroparks agrees to provide the following deliverables for each element specified below:

### **Element A: Year of Water Sponsorship**

- Cleveland Division of Water will be recognized as a sponsor of Cleveland Metroparks and Cleveland Metroparks Zoo's Year of Clean Water celebration
- Use of co-branded "badge" by Cleveland Division of Water in approved marketing, advertising, communications, etc. to activate partnership
- Inclusion in Year of Clean Water events, activities and communication at Cleveland Metroparks Zoo to include:
  - Logo inclusion in Year of Clean Water-specific signage throughout the Zoo
  - Opportunity to provide educational materials or science-themed materials for distribution at Penguin Shores exhibit in conjunction with promotion of Year of Clean Water
  - On-site exhibit for the following water related Zoo events:
    - Party for the Planet event on April 25<sup>th</sup>
    - Penguin Shores public opening tentatively scheduled for April 3<sup>rd</sup>
  - Spoken recognition as Year of Clean Water partner during on-site Professor Wylde Animal Shows
  - Opportunity to place info in the Visitor Center
- Inclusion Year of Clean Water events, activities and communication in the Park District to include:
  - Logo inclusion in any signage at Nature Centers related to Year of Clean Water
  - Opportunity to provide educational materials to be distributed at selected Year of Clean Water educational sessions and events in the parks
  - On-site exhibit or table at mutually agreed Year of Clean Water events and educational sessions. Featured events include:
    - World Water Day on March 22<sup>nd</sup> at Watershed Stewardship Center
    - A Day in the Life of Euclid Creek on July 17<sup>th</sup> at Acacia and/or Euclid Creek Reservation
  - Opportunity for collaborative content for approved Year of Clean Water events taking place
    - Cleveland Division of Water will coordinate with Cleveland Metroparks Natural Resources and/or Watershed Stewardship Center staff
- Recognition as supporter of Cleveland Metroparks' Year of Clean Water events and activities in owned media including:
  - Any press releases dedicated to Year of Clean Water
  - Social media posts mentioning Year of Clean Water
  - Emerald Necklace articles mentioning Year of Clean Water

Initials:

Cleveland Division of Water RD

Cleveland Metroparks AF



**Element B: Edgewater Live Activation**

- Activation rights for the final two Edgewater Live events tentatively scheduled for August 13 and August 20.
- Cleveland Metroparks will provide five (5) guided standup paddleboarding tours through the Edgewater Live standup paddleboard sponsor to use as a promotional activation for each of the final two events
  - Activation to win tours can be through Cleveland Metroparks social media via Cleveland Division of Water/Lake Erie trivia or on-site at Cleveland Division of Water tent
- Signage designed and produced by Cleveland Metroparks at the standup paddleboard area at final two events
- Opportunity for tent at final two Edgewater Live events to interact with guests
  - Cleveland Metroparks will provide unbranded tent, tables and chairs
- Opportunity to stage water buggy at final two events
- Fence banner at Edgewater Park for final two events
  - Cleveland Division of Water will provide banner after Cleveland Metroparks artwork approval

**Element C: Water Buggy Events**

- Opportunity to set up Cleveland Division of Water water buggy for distribution of free, non-bottled water at the following events:
  - Healthy Planet, Healthy People 5K on June 6<sup>th</sup> at Rocky River Reservation
  - Edgewater Live August 13 and 20
  - Additional events as mutually agreed

**Element D: NatureTracks Provision**

- Provision of NatureTracks mobile educational RV at mutually agreed Cleveland Division of Water event(s) during National Drinking Water Week

Initials: Cleveland Division of Water RD Cleveland Metroparks \_\_\_\_\_



**City of Cleveland**  
Frank G. Jackson, Mayor

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Department of Law  
Barbara A. Langhenry, Director  
601 Lakeside Avenue, Room 106  
Cleveland, Ohio 44114-1077  
216/664-2800 • Fax: 216/664-2663  
www.cleveland-oh.gov

**August 25, 2016**

**Brendan McHugh**  
Corporate Partnerships  
Cleveland Metropolitan Park District  
4101 Fulton Pkwy.  
Cleveland, OH 44144

**RE: Sponsorship Agreement between Cleveland Water Department and Metroparks**

**Dear Mr. McHugh:**

**Enclosed is a signed copy (duplicate original) of the above- referenced professional services agreement for your files.**

**Please feel free to contact me if you have any questions.**

**Sincerely yours,**

**Laure A. Wagner**  
Assistant Director of Law

**Enclosures**

**Cc: Jason Wood, Chief of Public Affairs**  
**Ella Ter-Artyunov, Public Affairs**  
**Simon Mastroianni, DPU, Project Director**  
**Hal Madorsky, Chief Assistant Director of Law**  
**(via e-mail; with enclosure)**

CT2032 PS 2016-194

DUPLICATE  
ORIGINAL

### SPONSORSHIP AGREEMENT

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#### **Section 1. Grant of Sponsorship.**

In accordance with and subject to the terms set forth herein, Cleveland Metroparks hereby grants Sponsor the right to be the sponsor of each occurrence of the elements detailed in Exhibit A for term of Agreement.

#### **Section 2. Consideration for Sponsorship.**

(a) In return for the rights granted in this Agreement and other valuable consideration, Sponsor shall pay to Cleveland Metroparks a sponsorship fee in the total amount of Ten Thousand Dollars (\$10,000), to be paid in one annual installment within sixty (60) business days of Effective Date.

(b) Sponsor's License of Intellectual Property Rights. Sponsor hereby grants Cleveland Metroparks a license and right to use its trademarks and other intellectual property, including Sponsor's name, logos and other marks ("Sponsor Logos") in print and electronic promotions and advertising related to the sponsorship or the Deliverables, by including Sponsor Logos in a manner that identifies Sponsor as a sponsor of Cleveland on printed material including, but not limited to, invitations, programs, letterhead, newsletters, signage, order forms, press releases, and flyers, and shall provide Cleveland Metroparks with appropriate logos or other artwork for Cleveland Metroparks to use in such announcements and advertising. Cleveland Metroparks will use its best efforts to adhere to Sponsor's guidelines for use of Sponsor Logos. Cleveland Metroparks reserves the right to reject any logo that contains language or images that Cleveland Metroparks determines to be inappropriate for use in connection with the sponsorship or the Deliverables.

#### **Section 3. Sponsorship Rights.**

(a) Acknowledgement of Sponsorship. Sponsor may disclose in publicity, promotional materials, packaging advertising, and point of sale materials, in any medium, including but not limited to the internet, that Sponsor is a partner of Cleveland Metroparks, and Cleveland Metroparks grants to Sponsor the non-exclusive right in the United States, its territories and possessions, to use its trademarks, and other intellectual property of Cleveland Metroparks. Sponsor acknowledges and agrees that Cleveland Metroparks shall have the right to examine and to approve or disapprove, in advance of use, the contents, appearance, and presentation of any and all publicity, promotional materials, packaging advertising, or point of sale materials proposed to be used by Sponsor which incorporate the Property or which make reference in any way to Cleveland Metroparks. Cleveland Metroparks shall not unreasonably delay or withhold approval in such matters. Sponsor therefore agrees that it will not produce, publish, or in any manner use or distribute any such publicity, promotional materials, packaging advertising, or point of sale materials, which have not been submitted to Cleveland Metroparks and approved in writing in advance by Cleveland Metroparks.

(c) **Sponsorship Benefits.** Cleveland Metroparks shall provide Sponsor with the following:

(i) Deliverables outlined in Exhibit A.

**Section 4. Term of Agreement.**

The term of this Agreement shall be from Effective Date through July 1, 2017.

**Section 5. Termination of Grant.**

This Agreement may only be terminated for cause. Cause does not include Cleveland Metroparks' disapproval of Sponsor's proposed use of the Property or Cleveland Metroparks' rejection of a logo for Sponsor pursuant to Section 3, but cause does include a party's material breach of its obligations of this Agreement. If a party elects to terminate this Agreement, it must provide thirty (30) days' prior written notice to the other stating (i) its intent to terminate and (ii) the material breach giving rise to termination. If such material breach is not cured to the reasonable satisfaction of the non-breaching party within thirty (30) days, this Agreement shall terminate at the end of the above-referenced thirty (30) day period. Thereafter, Cleveland Metroparks will have no further obligation to recognize Sponsor, all sponsorship benefits shall be revoked, and all uses of the Property shall cease.

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Sponsor shall maintain self-insurance for, or otherwise self-finance, claims for bodily injury (including death) and property damage related to this Sponsorship Agreement, the sponsored area, and the activities, events and operations in accordance with its customary practices. In the event that Cleveland Metroparks maintains any public liability insurance during the term of this Agreement it shall name Sponsor as an additional insured with regard to all events and operations listed in Exhibit A.

**Section 7. Force Majeure.**

If either party is prevented from or interfered with in any manner whatever in fully performing its duties hereunder, by reason of any present or future law, regulation or order, act of God, earthquake, flood, fire epidemic, accident, explosion, casualty, labor controversy (including but not limited to threatened or actual lockout, boycott or strike), riot, civil disturbance, war or armed conflict, terrorism, delay of a common carrier, inability without fault on the party's part to obtain sufficient goods or services required in the conduct of its business; or by reason of any other cause or causes of any similar nature (all of the foregoing being herein referred to as an "event of force majeure"), then the party's obligations hereunder shall be suspended as often as any such event of force majeure occurs and, during such occurrences, the party's nonperformance will not be deemed a breach of this Agreement.

**Section 8. Limited Liability.**

Notwithstanding anything in this Agreement to the contrary, each party's maximum liability to Sponsor for all claims related to this Agreement will not exceed the amount to be received by Cleveland Metroparks under this Agreement. Under no circumstances shall either party be liable for any indirect, incidental, reliance, special, punitive, or consequential damages arising out of its performance or nonperformance under this Agreement, whether or not the party has been advised of the possibility of such damages.

**Section 9. Waiver.**

This Agreement constitutes the sole agreement between the parties hereto and no amendment, modification, or waiver of any of the terms and conditions hereof shall be valid unless in writing and signed by both parties.

**Section 10. Assignment.**

No assignment shall be binding upon either of the parties without the prior consent of the other, in writing.

**Section 11. Governing Law and Forum Selection.**

This Agreement shall be governed by Ohio law. Any and all disputes concerning the enforcement, breach or performance of this Agreement shall be resolved by a court of competent jurisdiction within the State of Ohio. Each party hereby consents to venue in and the jurisdiction of any state or federal court in Cuyahoga County, Ohio.

[Signature Page Follows]

IN WITNESS WHEREOF, each party has executed this Agreement in a manner appropriate to each, and the person signing on behalf of each party warrants and represents that he or she has full authority to act on its behalf.

**Board of Park Commissioners of the  
Cleveland Metropolitan Park District**

By:



Name: Brian M. Zimmerman

Title: Chief Executive Officer

Date: 8/8/2016

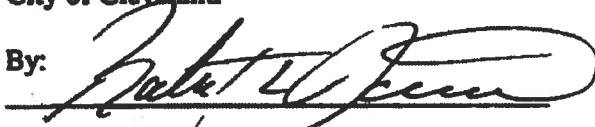
APPROVED AS TO LEGAL FORM BY  
ROSALINA M. FINI, CHIEF LEGAL &  
ETHICS OFFICER:



Priscila A. Rocha  
Assistant Legal Counsel

City of Cleveland

By:



Name: Robert L. Davis

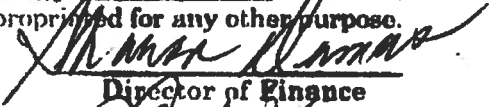
Title: Director of Public Utilities

The sum of \_\_\_\_\_

\$10000.00 Dollars  
required for this Contract was on

8/22/16, and is at this  
date in the City Treasury or in process

of collection, to the credit of  
52001000 Fund and  
not appropriated for any other purpose.



Director of Finance

Commissioner of Accounts

Entered by   
Appropriation Clerk

The legal form and correctness of the within  
instrument is hereby approved.

Barbara A. Langhenry  
Director of Law

By: Handwritten Signature  
Asst. Director of Law

Date: 8-17-16

## EXHIBIT A

The Cleveland Metroparks agrees to provide the following deliverables for each element specified below:

### **Element A: Edgewater Live Activation**

- Signage designed and produced by Cleveland Metroparks at the standup paddleboard area at final two events
- Opportunity for booth space at Edgewater Live events to interact with guests
  - Cleveland Metroparks will provide unbranded tent, tables and chairs
- Opportunity to stage water buggy at all Edgewater Live events
- Fence banner at Edgewater Park for all events
  - Cleveland Division of Water will provide banner after Cleveland Metroparks artwork approval

### **Element B: SUP Festival**

- Social media sponsor for event
  - Event date: August, 20 2016
- Twitter Takeover
  - Division of Water will be tweeting out from the Cleveland Metroparks account
  - Division of Water themed tweets
    - We will work together to generate the content for the day
  - Division of Water tagged in all tweets
  - Opportunity for giveaways
    - ie. The next five people who follow Division of Water win a prize pack
  - Opportunity to be on-site
    - With or without water buggy

### **Element C: Bath time at the Zoo**

- Social media activation to be hosted on Cleveland Metroparks Zoo Facebook page
- Once a month Cleveland Metroparks Zoo will post an animal getting a bath
  - If no animal "bath" is available, will post an animal playing the water
- Division of Water tagged in all posts
- Post will prompt user to click link to see full video
  - Link will take them to Division of Water page

### **Element D: Free Friday! Free Water Taxi Rides**

- Free Water Taxi rides on Friday, July 29th 2016 courtesy of Cleveland Division of Water
- Signage posted by payment kiosk promoting free rides courtesy of Division of Water
- Opportunity to be on-site with water buggy
- Cleveland Metroparks will promote via social media
  - Posts before, during and post event

Initials: Cleveland Division of Water RD Cleveland Metroparks AL

**EXHIBIT A**

The Cleveland Metroparks agrees to provide the following deliverables for each element specified below:

**Element A: Edgewater Live Activation**

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- Opportunity to be on-site with water buggy
- Cleveland Metroparks will promote via social media
  - Posts before, during and post event

Initials: Cleveland Division of Water \_\_\_\_\_ Cleveland Metroparks \_\_\_\_\_



**CONTRACT CERTIFICATION REQUEST (CCR)**

Revised: 10/12/016  
Division of Accounts  
City of Cleveland

To: Lorya Moss-Walker, Commissioner Date: July 26, 2016

From: Alex Marnevicus, Commissioner / Keith Cromer, Acting CFO *KAC*  
 Department: Public Utilities (Department requesting the contract)  
 Vendor #: CONV0000009090 Public Utilities Division of Water

Vendor Name: Cleveland Metropolitan Park District (Cleveland Metroparks)

Address: ATTN: Steve Volchko  
3900 Wildlife Way  
Cleveland, Ohio 44109

**Notes on Addresses:**  
 1. cannot be a PO Box  
 2. address in CRD must match exactly the address in the contract and People-Soft; otherwise submit a vendor change form.

Process as indicated (circle one):

- 1. Original Certification
- 2. Amendment (Increase Certification)
- 3. Additional Certification of Funds (only)
- 4. Incr. Max Amt In Contract Log (for R.C.'s)
- 5. Extend Date of Contract (only)
- 6. Non-Financial (File room only)
- 7. Decertification

Existing Contract # (if an amendment): \_\_\_\_\_

Prefix to be used (for original cert. or increase): PS

Maximum Amount of Contract (for Contract Log): \_\_\_\_\_

Original or Current Maximum: \$ 10,000.00 A. For original or current certifications

Increase of Current Maximum: \$ \_\_\_\_\_ B. For amendments

New Maximum Amount: \$ 10,000.00 A + B

Is there a "not to exceed \$ amount" provision included in the contract? Yes: X

If yes, what is the "not to exceed amount"? \$ \_\_\_\_\_

Is this a citywide contract? Yes: \_\_\_\_\_ No: X

Contract start date: Upon Execution of Agreement Contract end date: 7/1/2017

RL# Free Balance

Ordinance # 1737-08; Section 181.06

Object # (old PS Account) 6340

Fund 52

Department 2002

Unit 11

Activity (old PS Program) W140

Sub Fund 001

Program (old PS Project/Grant) N/A

Amount \$10,000.00

Budget Year 2016

Contract Description: Sponsorship Agreement between Cleveland Division of Water and The Board of Park Commissioners of the Cleveland Metropolitan Park District ("Cleveland Metroparks") -- Edgewater Live Activation, SUP Festival, Bath time at the Zoo and Free Friday! Free Water Tax Rides.

OBM Signature: Steve Kolah Date: 8/22/16  
 Accounts: PO: CT 2002 PS 2016 # 194 Date Posted: 8/22/16 Prepared by: J.F.

Purpose of CRD	Required attachments:
1. Original certifications:	Original copies of the contracts (usually 3)
2. Amendments:	Original copies of the amendments (usually 3)
3. Additional certification of funds (only):	Copy of front page, signature & term(s) pages of contract; Copy of Ordinance & BOC Resolution (if applicable)
4. Incr. Max Amt in Contract Log (for R.C.'s)	Term(s) page should indicate begin/end dates of contract, options to renew, etc.
5. Extend Date of Contract (only)	Copy of front page (agreement page) of R.C.
6. Non-Financial	Copy of front page, signature & term(s) pages of contract; Copy of Ordinance & BOC Resolution (if applicable)
7. Decertification	Original copies of the contracts (usually 3); these are often associated with revenue or development agreements
	Copy of original Purchase Order

AUG 7 11:12 AM '16

General Information

Document Name:

Record Date:

Budget FY:

Fiscal Year:

Period:

Document Description:

Actual Amount: \$10,000.00

Closed Amount: \$0.00

Closed Date:

Supplier Received Date:

Open Amount:

Open Accrual Amount: \$0.00

Not to Exceed Amount:

Approved Amount:

Award Status:

PCard ID:

PCard Exp:

Procurement Folder: 101527

Procurement Type: Unclassified

Procurement Type ID:

Effective Begin Date:

Expiration Date:

Hearing Date:

Authorization Date:

Procurement Initiation Date:

Class Authority:

Accounting Profile:

Terms Template:

## **SPONSORSHIP AGREEMENT**

This Sponsorship Agreement (the "Agreement") is entered into and made effective on the last date signed below ("Effective Date") by and between Cleveland Division of Water ("Sponsor") and The Board of Park Commissioners of the Cleveland Metropolitan Park District ("Cleveland Metroparks").

### **Section 1. Grant of Sponsorship.**

In accordance with and subject to the terms set forth herein, Cleveland Metroparks hereby grants Sponsor the right to be the sponsor of each occurrence of the elements detailed in Exhibit A for term of Agreement.

### **Section 2. Consideration for Sponsorship.**

(a) In return for the rights granted in this Agreement and other valuable consideration, Sponsor shall pay to Cleveland Metroparks a sponsorship fee in the total amount of five thousand dollars (\$5,000), to be paid in one annual installment within sixty (60) business days of Effective Date.

(b) Sponsor's License of Intellectual Property Rights. Sponsor hereby grants Cleveland Metroparks a license and right to use its trademarks and other intellectual property, including Sponsor's name, logos and other marks ("Sponsor Logos") in print and electronic promotions and advertising related to the sponsorship or the Deliverables, by including Sponsor Logos in a manner that identifies Sponsor as a sponsor of Cleveland on printed material including, but not limited to, invitations, programs, letterhead, newsletters, signage, order forms, press releases, and flyers, and shall provide Cleveland Metroparks with appropriate logos or other artwork for Cleveland Metroparks to use in such announcements and advertising. Cleveland Metroparks will use its best efforts to adhere to Sponsor's guidelines for use of Sponsor Logos. Cleveland Metroparks reserves the right to reject any logo that contains language or images that Cleveland Metroparks determines to be inappropriate for use in connection with the sponsorship or the Deliverables.

### **Section 3. Sponsorship Rights.**

(a) Acknowledgement of Sponsorship. Sponsor may disclose in publicity, promotional materials, packaging advertising, and point of sale materials, in any medium, including but not limited to the internet, that Sponsor is a partner of Cleveland Metroparks, and Cleveland Metroparks grants to Sponsor the non-exclusive right in the United States, its territories and possessions, to use its trademarks, and other intellectual property of Cleveland Metroparks. Sponsor acknowledges and agrees that Cleveland Metroparks shall have the right to examine and to approve or disapprove, in advance of use, the contents, appearance, and presentation of any and all publicity, promotional materials, packaging advertising, or point of sale materials proposed to be used by Sponsor which incorporate the Property or which make reference in any way to Cleveland Metroparks. Cleveland Metroparks shall not unreasonably delay or withhold approval in such matters. Sponsor therefore agrees that it will not produce, publish, or in any manner use or distribute any such publicity, promotional materials, packaging advertising, or point of sale materials, which have not been submitted to Cleveland Metroparks and approved in writing in advance by Cleveland Metroparks.

(c) Sponsorship Benefits. Cleveland Metroparks shall provide Sponsor with the following:

- (i) Deliverables outlined in Exhibit A.

**Section 4. Term of Agreement.**

The term of this Agreement shall be from Effective Date through December 31, 2017.

**Section 5. Termination of Grant.**

This Agreement may only be terminated for cause. Cause does not include Cleveland Metroparks' disapproval of Sponsor's proposed use of the Property or Cleveland Metroparks' rejection of a logo for Sponsor pursuant to Section 3, but cause does include a party's material breach of its obligations of this Agreement. If a party elects to terminate this Agreement, it must provide thirty (30) days' prior written notice to the other stating (i) its intent to terminate and (ii) the material breach giving rise to termination. If such material breach is not cured to the reasonable satisfaction of the non-breaching party within thirty (30) days, this Agreement shall terminate at the end of the above-referenced thirty (30) day period. Thereafter, Cleveland Metroparks will have no further obligation to recognize Sponsor, all sponsorship benefits shall be revoked, and all uses of the Property shall cease.

**Section 6. Indemnifications, Warranties and Insurance.**

Sponsor represents and warrants to Cleveland Metroparks that: (i) it has good and legal title to and owns all right, title, and interest to the Sponsor logo and/or other names or marks utilized in connection with this Agreement; (ii) it has the right to license the same to Cleveland Metroparks in accordance with the terms and conditions of this Agreement; and, (iii) that to the best of Sponsor's knowledge and belief, the use of the Sponsor name, logo or other marks by Cleveland Metroparks will not infringe upon the rights of any other person or entity. This paragraph shall survive the termination and/or expiration of this Agreement.

Cleveland Metroparks represents and warrants to Sponsor that: (i) it has good and legal title to and owns all right, title, and interest to the Property; (ii) it has the right to license the same to Sponsor in accordance with the terms and conditions of this Agreement; (iii) that to the best of Cleveland Metroparks' knowledge and belief, the use of the Property, by Sponsor will not infringe upon the rights of any other person or entity. This paragraph shall survive the termination and/or expiration of this Agreement.

Sponsor shall maintain self-insurance for, or otherwise self-finance, claims for bodily injury (including death) and property damage related to this Sponsorship Agreement, the sponsored area, and the activities, events and operations in accordance with its customary practices. In the event that Cleveland Metroparks maintains any public liability insurance during the term of this Agreement it shall name Sponsor as an additional insured with regard to all events and operations listed in Exhibit A.

**Section 7. Force Majeure.**

If either party is prevented from or interfered with in any manner whatever in fully performing its duties hereunder, by reason of any present or future law, regulation or order, act of God, earthquake, flood, fire epidemic, accident, explosion, casualty, labor controversy (including but not limited to threatened or actual lockout, boycott or strike), riot, civil disturbance, war or armed conflict, terrorism, delay of a common carrier, inability without fault on the party's part to obtain sufficient goods or services required in the conduct of its business; or by reason of any other cause or causes of any similar nature (all of the foregoing being herein referred to as an "event of force majeure"), then the party's obligations hereunder shall be suspended as often as any such event of force majeure occurs and, during such occurrences, the party's nonperformance will not be deemed a breach of this Agreement.

**Section 8. Limited Liability.**

Notwithstanding anything in this Agreement to the contrary, each party's maximum liability to Sponsor for all claims related to this Agreement will not exceed the amount to be received by Cleveland Metroparks under this Agreement. Under no circumstances shall either party be liable for any indirect, incidental, reliance, special, punitive, or consequential damages arising out of its performance or nonperformance under this Agreement, whether or not the party has been advised of the possibility of such damages.

**Section 9. Waiver.**

This Agreement constitutes the sole agreement between the parties hereto and no amendment, modification, or waiver of any of the terms and conditions hereof shall be valid unless in writing and signed by both parties.

**Section 10. Assignment.**

No assignment shall be binding upon either of the parties without the prior consent of the other, in writing.

**Section 11. Governing Law and Forum Selection.**

This Agreement shall be governed by Ohio law. Any and all disputes concerning the enforcement, breach or performance of this Agreement shall be resolved by a court of competent jurisdiction within the State of Ohio. Each party hereby consents to venue in and the jurisdiction of any state or federal court in Cuyahoga County, Ohio.

[Signature Page Follows]

IN WITNESS WHEREOF, each party has executed this Agreement in a manner appropriate to each, and the person signing on behalf of each party warrants and represents that he or she has full authority to act on its behalf.

**Board of Park Commissioners of the  
Cleveland Metropolitan Park District**

By:

Date: \_\_\_\_\_

\_\_\_\_\_  
Name: Brian M. Zimmerman

Title: Chief Executive Officer

Approved As To Legal Form:

\_\_\_\_\_  
Rosalina M. Fini  
Chief Legal & Ethics Officer

**City of Cleveland**

By:

Date: \_\_\_\_\_

\_\_\_\_\_  
Name: Robert L. Davis

Title: Director of Public Utilities

## **EXHIBIT A**

**The Cleveland Metroparks agrees to provide the following deliverables for each element specified below:**

### **Element A: Event Activation**

- Edgewater Live (June 8 – August 10)
  - Cleveland Water to be on-site at Edgewater Live for one mutually agreed upon date
  - Cleveland Water may bring Water Buggy
  - Cleveland Metroparks will provide space, tent, table and chairs if needed
  
- Euclid Beach Live (June 9 – August 11)
  - Cleveland Water to be on-site at Euclid Beach Live for two mutually agreed upon dates
  - Cleveland Water may bring Water Buggy
  - Cleveland Metroparks will provide space, tent, table and chairs if needed
  
- KidsDays (June 24 & 25)
  - Cleveland Water to be on-site at KidsDays for one mutually agreed upon date
  - Cleveland Water may bring Water Buggy
  - Cleveland Metroparks will provide space, tent, table and chairs if needed
  
- Boo at the Zoo (October 13 – October 29)
  - Cleveland Water to be on-site at Boo at the Zoo for one mutually agreed upon date
  - Cleveland Water may bring Water Buggy
  - Cleveland Metroparks will provide space, tent, table and chairs if needed
  
- Centennial Fireworks (July 22)
  - Cleveland Water has the opportunity to have Water Buggy on-site during event
  - Cleveland Water will not have a booth/space

### **Element B: Social Media**

- Cleveland Metroparks will film and produce videos of animals playing in water
  - Cleveland Metroparks will post new video clip in July, encouraging guests to see full video on Cleveland Water's page
    - Will post full video "In case you missed it" post in August and September
  - Cleveland Metroparks will post new video in October, encouraging guests to see full video on Cleveland Water's page
    - Will post full video "In case you missed it" post in November and December
  - Cleveland Water to be tagged in all posts

**Initials:** Cleveland Division of Water \_\_\_\_\_ Cleveland Metroparks \_\_\_\_\_

# Open Record Request

Regan, Ron <ron.regan@WEWS.com>

Wed 1/10/2018 4:25 PM

To: Jacqueline L. Gerling <jlg1@clevelandmetroparks.com>;

Pursuant to the Ohio Open Records Act, WEWS-TV requests all invoices and payments received by Cleveland Metroparks from the Cleveland Division of Water for sponsorship events in 2016 and 2017.

Among them:

- \$30,000 sponsorship in April 2016 - *\$30K in 10/2015*
- \$10,000 sponsorship in November 2016
- \$5,000 sponsorship in June 2017

We are seeking all documents related to events and how funds were spent.

You may reach me at the numbers below for further information.

Thanks, Ron

## Ron Regan

Chief Investigative Reporter

WEWS NewsChannel 5 | 3001 Euclid Ave | Cleveland, OH 44115

[newsnet5.com](http://newsnet5.com) | [Facebook](#) | [Twitter](#)

Work: 216-431-4220 Cell: 216-650-1672 [ron.regan@wews.com](mailto:ron.regan@wews.com)



Scripps Media, Inc., certifies that its advertising sales agreements do not discriminate on the basis of race or ethnicity. All advertising sales agreements contain nondiscrimination clauses.



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