

SERVICE CONTRACT
CUMULUS MEDIA V# 6507

This AGREEMENT ("Agreement") is made this 10th day of January 2024, (Effective Date"), by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107 ("County") and Cumulus Broadcasting LLC, a Delaware limited liability company with a place of business located at 1100 Victor's Way, Suite 100, Ann Arbor, MIO 48108 ("Contractor")

In consideration of the promises below, the parties mutually agree as follows

ARTICLE I - SCOPE OF SERVICES

The Contractor will create and implement a marketing and messaging strategy that builds upon the County's sheriff's office ("Sheriff's Office") brand for the purpose of enhancing recruitment and hiring into full-time and part-time positions

The Contractor will build upon and enhance the existing brand of the Sheriff's Office, as based upon its mission, philosophy, values, logo, colors, and the history of the Sheriff's Office to create a comprehensive, unified, multimedia marketing strategy incorporating digital and traditional media to encourage engagement of potential applicants to open positions within the Sheriff's Office

The Contractor will work to the extent possible to incorporate existing recruitment materials into the new strategy to include but not be limited to recruitment videos, "Beyond the Badge" series videos, and other materials that highlight the Sheriff's Office's focus on inclusion, belonging, and service

The Contractor will recommend and apply methods and media for the consistent communication of a clear and focused recruitment message including but not limited to the use of social media, mobile and email marketing, search engine optimization, web, billboards, television, and radio, including diligent efforts to market to underrepresented communities, such as women, BIPOC (black, indigenous, and people of color), the LGBTQ+ community, and people with disabilities

The Contractor will create and design advertisements and other graphic materials and will coordinate their placement in accordance with the larger marketing strategy and message utilizing photos and other content that properly represent the diversity of individuals that comprise the Sheriff's Office and promote an inclusive employment environment

The Contractor will focus recruitment activities on the following positions: Corrections Officer, Communications Operator, Deputy Sheriff, and Community Services Officer. To a lesser extent, work will include recruitment for Part-Time Court Security Officer, Part-Time Drug Testing Agent, and Part-Time Court Services Liaison

The Contractor will emphasize, in all aspects of the initiative, the values most closely aligned with the Sheriff's Office mission, including a strong connection to and collaboration with the Washtenaw County community

The Contractor will become familiar with the Sheriff's Office's mission, operational philosophies and other agency character defining qualities to be able to translate them into the messaging strategy, taking care to use gender-affirming language throughout all published material

The Contractor will provide a timeline for phases of the process to include but not be limited to information-gathering, campaign development, campaign deployment, and campaign realignment

The Contractor will provide weekly written status reports at all phases of the process to the Sheriff or his designee, and will not publish, any materials without the prior approval of the Sheriff or their designee

The work performed by the Contractor pursuant to this Agreement is collectively, the "Services "

ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices the County will pay the Contractor an amount based on discounts and labor charges submitted in accordance with the proposal and sole source letter which is attached to this Agreement as Exhibit A

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to the Sheriff (or designated contact) and will cooperate and confer with him/her as necessary to insure satisfactory work progress

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name

Section 3 - All reports made in connection with these Services are subject to review and final approval by the County Administrator, and the Sheriff

Section 4 - The County or Sheriff may reasonably review and inspect the Contractor's activities related to this Agreement during the Term (as defined below) of this Agreement after providing Contractor with ten (10) business days' written notice of County's desire to do so

Section 5 - When applicable, the Contractor will submit a final, written report to the County Administrator and the Sheriff

Section 6 - After at least ten (10) business days' prior written notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies related to this Agreement

ARTICLE IV – TERM

The term ("Term") of this Agreement begins on the Effective Date and ends on December 31, 2024, *with an option to extend for two (2) additional one (1) year periods*

ARTICLE V - PERSONNEL

Section 1 - The Contractor will provide the required Services and will not subcontract or assign the Services without the County's written approval

Section 2 - The Contractor will not hire any County employee for any of the required Services without the County's written approval

Section 3 - The parties agree that all work done under this Agreement shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this Agreement, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii

ARTICLE VI - INDEPENDENT CONTRACTOR

Contractor and the County shall, at all times, be deemed to be independent contractors and nothing herein shall be construed to create or imply that there exists between the parties a partnership, joint venture or other business organization. Contractor shall hold no authority, express or implied, to commit, obligate or make representations on behalf of the County and shall make no representation to others to the contrary.

Nothing herein is intended nor shall be construed for any purpose as creating the relationship of employer and employee or agent and principal between the parties. Except as otherwise specified in this Agreement, Contractor retains the sole right and obligation to direct, control or supervise the details and means by which the Services under this Agreement are provided.

Contractor shall not be eligible for, or participate in, any insurance, pension, workers' compensation insurance, profit sharing or other plans established for the benefit of the County's employees. Contractor shall be solely responsible for payment of all taxes arising out of the Contractor's activities in connection with this Agreement, including, without limitation, federal and state income taxes, social security taxes, unemployment insurance taxes and any other tax or business license fees as required. The County shall not be responsible for withholding any income or employment taxes whatsoever on behalf of the Contractor.

ARTICLE VII - INDEMNIFICATION AGREEMENT

The Contractor will protect, defend and indemnify the County, its officers, agents, servants, volunteers and employees ("County Parties") from any and all liabilities, claims, liens, fines, demands and costs, including outside legal fees, of whatsoever kind and nature ("Claims") which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this Agreement resulting in whole or in part from negligent acts or omissions of contractor or any sub-contractor. The foregoing indemnification obligations shall not apply to any Claims that are the result of the County Parties' negligent acts or omissions, and the County Parties shall be solely responsible for such Claims.

ARTICLE VIII - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the Term of this Agreement, the following insurance:

- 1 Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee
- 2 Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage The County shall be added as "additional insured" on general liability policy with respect to the services provided under this Agreement
- 3 Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage

Insurance policy forms may be subject to the approval of the County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to the County. Contractor shall be responsible to the County or insurance companies insuring the County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. The contractor shall furnish the County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the County Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the Term of the Agreement, Services and related payments will be suspended. Contractor shall furnish the certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this Agreement. Certificates shall be addressed to the Washtenaw County Sheriff's Office c/o Mariann LeBlanc 2201 Hogback Road, Ann Arbor, MI 48105, AND CONTRACT #55580, and shall provide for written notice to the Certificate holder of cancellation of coverage.

ARTICLE IX - COMPLIANCE WITH LAWS AND REGULATIONS

The parties will comply with all applicable federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE X - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of Services required by this Agreement. The Contractor also promises that, in the performance of this Agreement, no officer, agent, employee of the County or member of its governing bodies, may participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership or association in which they are directly or indirectly interested or have any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE XI - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach of this promise, the County may cancel this Agreement without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

ARTICLE XII - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of status or membership in a group protected by applicable local, state or federal law.

The Contractor will take affirmative action to eliminate discrimination based on Status or membership in a group protected by applicable local, state, or federal law in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to Employment, upgrading, demotion or transfer, recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, selection for training, including apprenticeship.

The Contractor agrees to post notices regarding its equal opportunity policies in compliance with applicable local, state, or federal law.

ARTICLE XIII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$15.90 per hour with benefits or \$17.73 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2024, and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XIV - EQUAL ACCESS

The Contractor shall provide the Services set forth in Article I without discrimination on the basis of status or membership in a group protected by applicable local, state, or federal law.

ARTICLE XV - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this Agreement will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the Services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this Agreement by the Contractor must

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reference the project sponsorship by the County Any publication of the information or results must be co-authored by the County

ARTICLE XVI - ASSIGNS AND SUCCESSORS

This Agreement is binding on the County and the Contractor, their successors and assigns Neither the County nor the Contractor will assign or transfer its interest in this Agreement without the written consent of the other Notwithstanding the foregoing Contractor may assign this Agreement to any corporation controlling it, controlled by it, or under common control with it

ARTICLE XVII - TERMINATION OF CONTRACT

Section 1 - Termination without cause Either party may terminate the Agreement by giving thirty (30) days written notice to the other party

ARTICLE XVIII - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability

ARTICLE XIX - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations

ARTICLE XX- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Contractor will be incorporated into this contract by written amendments signed by both parties

ARTICLE XXI - CHOICE OF LAW AND FORUM

This Agreement is to be interpreted by the laws of the state of Michigan The parties agree that the proper forum for litigation arising out of this Agreement is in Washtenaw County, Michigan

ARTICLE XXII - EXTENT OF CONTRACT

This Agreement represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral

ARTICLE XXIII – ELECTRONIC SIGNATURES

All parties to this Agreement agree that either electronic or handwritten signatures are acceptable to execute this agreement

ARTICLE XXIV – CONFIDENTIALITY

All parties expressly acknowledge that in the course performing their duties, they may learn or have access to Confidential Information of the other party or its affiliates, or their customers or third parties to whom the other party or its affiliates owe a duty of confidentiality "Confidential Information" means private, confidential nonpublic information that one party (the "Disclosing Party") discloses to the other party ("Receiving Party") designated as being confidential or which, under the circumstances

surrounding disclosure known to the Receiving Party, ought to be treated as confidential. "Confidential Information" includes, without limitation, materials containing or comprising business, operations and tactics, investigations (criminal, administration), financial, and technical information and data, and information received from others that the Disclosing Party is obligated to treat as confidential. Anything in the Agreement to the contrary notwithstanding, each party expressly agrees that it shall keep strictly confidential the Confidential Information of the other party using the same standard of care (which shall be at least a reasonable standard of care) that such party uses in the protection of its own confidential or proprietary information.

Confidential Information shall not include, and the foregoing duties of confidentiality set forth in the previous paragraph shall not apply to, any particular information that the Receiving Party can show (a) was or has later become available to the public through no breach of this Agreement, (b) was obtained from a third party lawfully in possession of such information that had the legal right to disclose the information without it being subject to a continuing obligation of confidentiality, (c) was already in the Receiving Party's possession prior to direct or indirect disclosure pursuant to this Agreement (or any predecessor agreement between the parties governing the confidentiality of such information) and was not generated in the course of, or in connection with, this Agreement, or (d) was disclosed only after receipt of prior written approval from a duly authorized representative of the Disclosing Party.

ARTICLE XXV – INTELLECTUAL PROPERTY

Other than as set forth in this section, neither party shall acquire any right, title or interest from the other party under this Agreement in or to any content or materials supplied by the other party ("Party's Materials"). All intellectual property supplied to the other party under this Agreement belongs to and remains the sole property of the owner and neither party has or will acquire any right to copy, reproduce, publish, or use the other party's intellectual property except in connection with the specific purposes of and in accordance with this Agreement. Except as otherwise provided in this Agreement, upon termination or expiration of this Agreement, usage of the other party's intellectual property ceases and neither party is entitled thereafter to use or refer to the other intellectual property in any manner. During the Term of this Agreement, each party hereby grants to the other party a royalty-free, non-exclusive, sublicensable, revocable, worldwide right and license to reproduce, distribute, display, and prepare derivative works of the Party Materials.

Each party represents and warrants

- 1 All the Party's Materials it provides to the other party under this Agreement are wholly original and owned by the party or are fully licensed to the party.
- 2 It has the full right, power and authority to permit the other party to use the Party's Materials as authorized in this Agreement.
- 3 The Party's Materials do not infringe or violate the rights of any person or entity and that all required permissions have been obtained, and


Contract # 55580

- 4 It will be responsible for the accuracy, completeness and propriety of information concerning its organization, products, or services contained in the Party's Materials

ATTESTED TO:

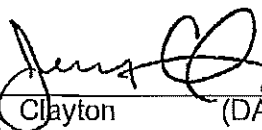
WASHTENAW COUNTY

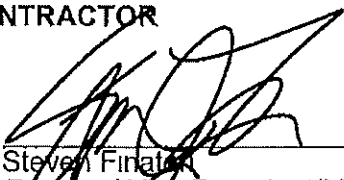
By  03/05/2024
Lawrence Kestenbaum (DATE)
County Clerk/Register

By  03/05/2024
Gregory Dill (DATE)
County Administrator

APPROVED AS TO CONTENT

CONTRACTOR

By  02/14/24
Jerry L. Clayton (DATE)
Sheriff

By  02/08/24
Steven Finkler (DATE)
Regional Vice President/Market Manager
Cumulus Media

APPROVED AS TO FORM:

By  03/05/2024 For
LOU DANNER
Michelle K. Billard (DATE)
Office of Corporation Counsel



1100 Victors Way, Suite 100, Ann Arbor, MI 48108

To: Director LaMisha Berryhill
From: Fanny Hitt and Simone Goga – Cumulus Ann Arbor
Date: Nov. 9, 2023
Re: Recruitment program for Washtenaw County Sheriff Office

Our Cumulus Ann Arbor Radio Stations are the **only major local commercial radio stations serving Ann Arbor and the surrounding areas**. We are known as the voice of Washtenaw county and surrounding areas 365 days a year.

Cumulus Ann Arbor has three well known, respected brands:

- W4 Country 102.9FM, Sports Talk 1050 WTKA & ann arbor's 107one + digital, servicing Washtenaw County 24/7 365 Days a year.
- Our signals are among a handful that permeate the University campuses of the area, hospitals and dining halls. W4 Country, Sports Talk 1050, WTKA and ann arbor's 107one, towers are anchored in Washtenaw Co. and provide music, local news, weather, and traffic daily to the citizens of Washtenaw County.
- We are the only local medium that specializes in local weather, traffic, local sports and events.





Radio and Digital Marketing Recommendations

How This **2 Station** program Meets Your Goals

Marketing Tactic	How This Meets the Marketing Goal
<p>DIGITAL:</p> <p>Standard Display Ads: Keyword Search, Contextual, Geofencing, Addressable Geofencing, Website Retargeting, utilizing Job Site queries, competitor website searches etc.</p> <p>Responsive Display Ads: Voice recognition .6%CTR Guaranteed, Gmail history, Browsing History, Smart Speaker queries, using Google Audience to target in-market audience searching for new career opportunities</p> <p>Video/OTT/YouTube: Videos from Beyond the Badge – targeting users on Video streaming, YouTube and other OTT platforms or devices.</p> <p>Social Media: FACEBOOK Mostly & IG if needed - Using Facebook as a platform to serve on the Job Seekers newsfeed to those we targeted off-of Facebook, and on Facebook</p>	<p>With over 900,000 impressions served monthly, targeting active and passive job seekers in the Washtenaw and surrounding areas (100-150 mile radius), we will use the tactics that will reach the desired audience where they are active. Whether it's social media, video, YouTube, streaming devices or apps, your message will be delivered to their devices at the time that they are active.</p> <p>We will also geofence and target those that are using and searching job boards and websites looking for a career in law enforcement, community involvement and/or service. We will geofence military enlistment offices, VA facilities, Universities/Colleges and job fairs.</p>
<p>BROADCAST:</p> <p>WTKA – Sports Talk 1050 – The Ticket</p> <p>WWW - W4 Country, 102.9 FM</p>	<p>Total of 2,448x :30/:60 Commercials (split between W4 & WTKA) + 2,448x :30/:60 on stream (same stations) – (68x :30 or :60 Comm per wk - between stations)</p> <p><i>Along with the above :30 and :60 commercials, our team will conduct: On Air interviews with local Sheriff staff, Station Social media posts on Facebook, Twitter, YouTube including all 3 station social media platforms, Endorsements and talent representation on scheduled events, and on-going talent and Washtenaw County Sheriff's Office partnerships at local events</i></p>
DIGITAL: \$90,000 (\$10,000 per mo.)	TOTAL INVESTMENT BROADCAST AND DIGITAL: \$158,940
RADIO: \$68,940.00 (\$1,915 per week)	9 MONTH CAMPAIGN



1100 Victors Way, Suite 100, Ann Arbor, MI 48108

To: Director LaMisha Berryhill

From: Fanny Hitt and Simone Goga – Cumulus Ann Arbor

Date: Nov. 9, 2023

Re: Recruitment program for Washtenaw County Sheriff Office

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- W4 Country 102.9FM, Sports Talk 1050 WTKA & ann arbor's 107one + digital, servicing Washtenaw County 24/7 365 Days a year
- Our signals are among a handful that permeate the University campuses of the area, hospitals and dining halls Between W4 Country, Sports Talk 1050, WTKA and ann arbor's 107one, which is located we provide music, local news, weather, and traffic daily to the citizens of Washtenaw County
- We are the only local medium that specializes in local weather, traffic, local sports and events + regularly support to local Non-Profits.
- Our partners benefit by placing their messages in a forum reaching loyal Washtenaw County residents who seek local content

