

## **CNZ WMKE Channel 21 Broadcast of Milwaukee City Channel Content**

### **Memorandum of Understanding**

This agreement is entered between the City of Milwaukee, by its Common Council – City Clerk’s Office City Channel (“City Channel”) and CNZ Communications LLC (“CNZ”).

#### **Recitals**

- A. The City Channel records and produces video content of Common Council and Council committee meetings, as well as gavel-to-gavel coverage of other city boards and commissions, special city events and other informational programming, and broadcasts this content on various cable stations and through its livestreaming website; and
- B. CNZ operates over-the-air television stations in California, Texas, Georgia, and Wisconsin; and
- C. CNZ broadcast of City Channel programming content may help CNZ to fulfill its obligations under Federal Communications Commission rules and may increase viewership of City Channel programming content
- D. The purpose of this agreement is to formalize a contractual relationship wherein CNZ broadcasts City Channel video programming content on WMKE-CD 21.1 JTV.

#### **Agreement**

- 1. CNZ will provide the City Channel a minimum of 3 hours of broadcast time per week on CNZ’s Milwaukee-area main high-definition channel WMKE Channel 21.1 to air programming content supplied by City Channel. CNZ will not edit the total run time of supplied programming content to fit their allotted program schedule. Content shall be broadcast in minimum one-hour blocks.
- 2. CNZ will provide the City Channel, on a weekly basis, a schedule of upcoming dates and time blocks for broadcasting programming content supplied by City Channel.
- 3. The City Channel may supply any programming content produced by the City Channel for CNZ to broadcast. This may include, but is not limited to, Common Council and committee meeting coverage, public service announcements, press conferences, live/pre-recorded event coverage and promotional spots.
- 4. The City of Milwaukee retains ownership of all supplied programming content and associated copyrights. No programming content supplied by the City Channel to CNZ

may be broadcast by or at the behest of CNZ on any other station, channel or streaming platform without prior written consent from the City Channel.

5. Programming content supplied by the City Channel to CNZ is not exclusive and may be broadcast and otherwise used without limit by the City Channel.
6. Daniel Martinez or another designated person will be in contact with City Channel Manager Paul Karczewski via email or telephone to discuss weekly programming, scheduling and the method of content delivery.
7. This agreement will be effective upon execution by CNZ and City Channel, and shall continue until terminated by either party. Either party may terminate this agreement for any reason upon 10 days written notice to the other party.
8. Neither the City Channel nor CNZ is obligated to pay for either the broadcast services supplied by CNZ or for the content supplied by City Channel.
9. Each party shall be liable for their own actions, subject to those privileges, rights of recovery, causes of action, defenses, remedies, category of damages, or immunities to which either party is entitled under common law, or federal, state, or local law.
10. Choice of Law and Venue. This agreement shall be governed by, construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin. The parties agree that for any claim or suit or other dispute relating to this agreement that cannot be mutually resolved, jurisdiction and venue shall be in Milwaukee County, Wisconsin, for matters arising under state law or, should federal courts have jurisdiction, the eastern district of Wisconsin. The parties agree to submit themselves to the jurisdiction of said courts, to the exclusion of any other court that may have jurisdiction over such a dispute according to any other law.
11. Public Records Law. CNZ understands that City Channel is bound by the Wisconsin Public Records Law, Wis. Stat. §19.21, et. seq. Pursuant to Wis. Stat. §19.36(3), City Channel may be obligated to produce, to a third (3rd) party, the records of CNZ that are “produced or collected” by CNZ under this agreement (“Records”). CNZ is further directed to Wis. Stat. §19.21, et. seq., for the statutory definition of Records subject to disclosure under this paragraph, and CNZ acknowledges that it has read and understands that definition. Irrespective of any other term of this agreement, CNZ is obligated to: (1) retain Records for seven (7) years from the date of the Record’s creation, and (2) produce such Records to City Channel if, in City Channel’s determination, City Channel is required to produce the Records to a third (3rd) party in response to a public records request. CNZ’s failure to retain and produce Records as required by this paragraph shall constitute a material breach of this agreement, and CNZ must defend and hold City Channel harmless from liability due such breach.

IN WITNESS WHEREOF, CNZ Communications LLC and the City of Milwaukee by their respective officers duly authorized execute this agreement:

**City of Milwaukee**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

Authority: CCFN \_\_\_\_\_

**CNZ Communications LLC**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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