CITY CLERK
ORIGINAL

C-11263
10/25/2016

AGREEMENT FOR

Broadcast Television Services

City of Glendale Solicitation No. RFP 17-11

This Agreement for Broadcast Television Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and KPHO Broadcasting Corporation, a Iowa corporation, authorized to do business in Arizona, (the "Contractor"), as of the 25 day of October, 2016.

RECITALS

A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. RFP 17-11 (the "Project");

B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;

C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Key Personnel; Sub-contractors.

1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.

1.2 Project Team.

a. Project Manager.

(1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;

(2) The City must approve the designated Project Manager; and

(3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.

b. Project Team.

(1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."

(2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.

c. Sub-contractors.

(1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.

(2) Contractor will remain fully responsible for Sub-contractor's services.

(3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.

(4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and

b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.

(2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Coordination; Interaction.

a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").

b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all

copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").

(1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.

(2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.

b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.

c. City Use of Contractor-Produced Content.

(1) Besides the unlimited use of the promotional content, City may re-broadcast unedited portions of Contractor's work product (for example, interviews) with proper Contractor attribution on the City's website and the City's Channel 11 public information channel.

4. Compensation for the Project.

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed $375,000 for the entire Term (including renewals), as specifically detailed in **Exhibit B** (the "Compensation").

4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.

a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.

b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. Billings and Payment.

5.1 Applications.

a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.

b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.

b. Payment may be subject to or conditioned upon City's receipt of:

(1) Completed work generated by Contractor and its Sub-contractors; and

(2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.

b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 30 days following the date of delivery.

a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.

b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.

b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than $1,000,000 or the amount of this Agreement, whichever is greater.

7. Conflict. Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. Insurance.

8.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.

b. General Liability.

(1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least $1,000,000 per occurrence and $2,000,000 annual aggregate for each property damage and contractual property damage.

(2) Sub-contactors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least $1,000,000 per occurrence.

(3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.

(4) These limits may be met through a combination of primary and excess liability coverage.

c. Auto. A business auto policy providing a liability limit of at least $1,000,000 per accident for Contractor and $1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.

d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.

e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:

(1) Cancellation or termination of Contractor or Sub-contractor's Policies;

(2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and

(3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.

f. Certificates of Insurance.

(1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.

(2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.

(3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.

g. Other Contractors or Vendors.

(1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.

(2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).

h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.

(1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.

(2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.

b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.

c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.

b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Contractor warrant their compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

11. **Notices.**

11.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

a. The Notice is in writing; and

b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and

c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or

(2) As of the next business day after receipt, if received after 5:00 p.m.

d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and

e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

11.2 Representatives.

a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

KPHO Broadcasting Corporation
c/o Deb Selzer
5555 N. 7th Avenue
Phoenix, AZ 85013
dselzer@azfamily.com
602-207-3396

b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Connie Schneider, C.P.M.
5850 W. Glendale Avenue #317
Glendale, Arizona 85301
623-930-2868
cschneider@glendaleaz.com

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

c. Concurrent Notices.

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

12. Financing Assignment. City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

13. Entire Agreement; Survival; Counterparts; Signatures.

13.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

13.2 Interpretation.

a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

13.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

13.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

13.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

13.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.

13.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

14. **Term.** The term of this Agreement commences upon the effective date and continues for a one (1)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four (4) years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and any such price adjustment will be a determining factor for any renewal. There are no automatic renewals of this Agreement.

15. **Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

16. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A Project

Exhibit B Compensation

(Signatures appear on the following page.)

The parties enter into this Agreement as of the effective date shown above.

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager

ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

KPHO Broadcasting Corporation,
an Iowa Corporation

Edward L. Munson Jr.

By:
Its: Authorized Representative

8/17/16

EXHIBIT A

Broadcast Television Services

PROJECT

As defined on the attached Exhibit A, Contractor shall work with the City to enhance the brand and image of Glendale and promote its Historic Downtown along with its six City of Glendale "signature" event productions with the objective of increasing annual attendance for each event. As the exclusive Contractor, the following benefits: Branding, Event Marketing and Community Relations may be recognized.

Upon renewal period, an Amendment will reflect the annual budget for the City and Contractor shall submit a detailed proposal of sales and value add promotional and/or programming airtime which Contractor represents the best support they can provide the City of Glendale Special Events department as exclusive Broadcast Television Provider using the current year's budget.

EXHIBIT B

Broadcast Television Services

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Budget is dependent on the City's annual budget amount provided for these services. City will request a quote from Contractor on an annual basis for requested services.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed $375,000 (including renewals).

DETAILED PROJECT COMPENSATION

Compensation is based on the City's current year's budget. For 2016 Special Events, the budgeted amount is $60,000.

1.0 SPECIFICATIONS

1.1 INTRODUCTION

The City of Glendale (City) is soliciting Requests for Proposals from qualified firms or individuals (Provider) for Broadcast Television Services related to the City's signature events and festivals. The budgeted amount is $60,000 for the first year. The City will choose one exclusive Provider for the services stated within this solicitation.

1.1.1 Overview.

The City's award-winning, free admission, family friendly, festivals draw more than 325,000 attendees from throughout the valley and virtually every corner of Arizona. While these remarkably successful event productions have become famous throughout Arizona, they also enjoy national recognition as some of the finest large-scale festivals in the Southwest!

The festivals are produced primarily for our City merchants and citizens. The public participates in these festivals in large numbers. The festivals are advertised on television, radio, metro daily newspaper, weekly community newspapers, internet, billboards, posters and fliers.

1.1.2 Schedule of City Signature Festivals and Events for the 2016 – 2017 Season

The City reserves the right to modify this schedule at the City's discretion. Changes in any other anticipated dates will not be released unless deemed necessary at the sole discretion of the City.

Glendale Glitters Spectacular Weekend
Friday, November 25 & Saturday, November 26, 2016 (5p.m. – 10 p.m.)

Glendale Jingle Bell Rockin' Nights
Friday, December 2 & Saturday, December 3, 2016 (6p.m. – 10 p.m.)

Glendale Winter Wonderland
Friday, December 9 & Saturday, December 10, 2016 (6p.m. – 10 p.m.)

Glendale Spirit of Giving Weekend
Friday, December 16 & Saturday, December 17, 2016 (6p.m. – 10 p.m.)

Glendale Glitter & Glow Block Party
Saturday, January 7, 2017 (4p.m. – 10 p.m.)

Glendale Chocolate Affaire

Friday, February 3, 2017	5 p.m. – 10 p.m.
Saturday, February 4, 2017	10 a.m. – 10 p.m.
Sunday, February 5, 2017	12 noon – 5 p.m.

1.2 SCOPE

1.2.1 Provider shall work with the City to enhance the brand and image of Glendale and promote its Historic Downtown and its six City of Glendale "signature" event productions with the objective of increasing annual attendance for each event;

1.2.2 The City of Glendale's Signature events shall be advertised, promoted, featured and covered with a level of sales, programming, promotional and news support and involvement unique and unmatched for any city in the Valley as proposed by the Provider;

1.2.3 Provider shall be the exclusive television broadcast station for the City's Signature events beginning with the pre-event promotional period as determined by the City for Glendale Glitters Spectacular & running through the Glendale Chocolate Affaire;

1.2.4 On an annual basis Provider shall submit a detailed proposal of sales and value add promotional and/or programming airtime which Provider represents the best support they can provide the City of Glendale Special Events department as exclusive Broadcast Television Provider using that year's budget.

1.2.5 Provider shall commit to providing at least one event on-site live shot with station personnel either via news, weather, sports, or entertainment departments for each of the six City of Glendale signature events. One on-site live shot per event is the minimum but a commitment for more is preferred.

1.2.6 Provider shall have the ability to produce:

1.2.6.1 One thirty (30) second & one fifteen (15) second promotional spot for each major signature event i.e. Glendale Glitters Spectacular, Jingle Bell Rockin' Nights, Winter Wonderland Weekend, Spirit of Giving Weekend, Glendale Glitter & Glow Block Party and Glendale Chocolate Affaire.

1.2.7 The City will produce thirty (30) second commercials for each of the events mentioned of which there will be two to three versions reflecting the time frame of when they run i.e. two weeks out, week of, and night of event. These City versions will be aired for the paid schedule.

1.2.7.1 The Provider shall give to the City prominent station talent as emcees for major signature events i.e. Glendale Glitters Spectacular, Glendale Glitter & Glow Block Party for a minimum of 2 hours. The City prefers 4 hours per each signature event.

1.2.7.2 Provider shall perform an on-site or in studio pre-event interview with City of Glendale representative/event participant to air week prior to each festival.

1.2.7.3 Provider shall be able to stream pre-event interview(s) on station web site, as well as provide a link to Glendale's event web page from station's web site.

1.2.7.4 Provider shall offer prominent space on station's website homepage for promotional ad for each event (City will provide copy points, logo, and photo, station will create final ad).

1.2.8 <u>CHANGES TO SCOPE OF SERVICE</u>

The City reserves the right to add or remove events or service requirements at any time during the contract period when it is deemed to be in the City's best interest. Any changes shall be done with an Amendment as agreed to by both parties;

1.3 **BENEFITS TO PROVIDER** As the exclusive Provider of the services listed in the solicitation, the following Branding, Event Marketing and Community Relations benefits may be recognized:

1.3.1 **Signature Events Season Sponsorship**:

1.3.1.1 Exclusive relationship opportunity which provides recognition in all applicable paid event advertising and promotion for each of the City's signature events including:

- Glendale Glitters Spectacular Weekend,
- December Holiday Lighting Weekends (3),
- Glendale Glitter & Glow Block Party,
- Glendale Chocolate Affaire

1.3.1.2 The Broadcast Television Provider's name and/or logo in each of the aforementioned events is included in references to these events in newspaper, television, news releases, the city's web site on the event page, event programs, banners, signage, etc.

1.3.2 **Stage Announcements:** The exclusive Provider for these events will be recognized in main stage announcements throughout each event. The aforementioned events reflect 12 "event days".

1.3.3 **Main Stage & Event Signage:** The City shall provide a color vinyl banner for the City's Main Stage approximately 2' X 12', with Provider's logo identification. This banner will be hung adjacent to the Main Stage, where local, regional and in some cases national paid professional talent, as well as community dance groups and local talent, perform at our festivals. Provider's logo will also appear on 3 sponsor "thank you" signs.

1.3.4 **Broadcast Television Provider Promotional Booth:** Provider shall have premium space to accommodate a 10' X 20' canopy or inflatable that includes:

- Premium promotional space with the following equipment if needed, i.e. festival tent, tent flaps, tables, chairs, power & lights.
- Location with outstanding visibility and high traffic to Provider's booth with the ability to interface one-on-one with thousands of our attendees for branding, new show introduction, personality appearances, pre-approved third party marketing tie-ins, seasonal promotions, etc.
- Authorization to distribute printed information on Provider's programming, promotions, non-competitive community initiatives, web site information as well as pre-approved premiums or giveaways from your premium booth location!

- Provider's high visibility participation in these events associates Provider with prestigious, high-profile community events, with huge numbers of family demographics that facilitate an attractive level of branding, marketing and promotional success.

1.3.6 **Glendale 11 Cable & Online Promotion:** Glendale 11 produces a series of stories and programs about each of the City's downtown signature event productions each year. The stories and shows are available online 24/7 on the city's YouTube station and the city's digital archive system. In addition, the programs air regularly throughout the year on Glendale Channel 11 and include the exclusive broadcast television Provider's logo in the closing graphic of each of the festival productions. The festival specials air weekly for the entire year and more frequently toward the upcoming event dates where they can serve as event promotion.

1.3.7 **Glendale "Connection" Water Bill Newsletter:** Each month the City water bills are mailed with an informative newsletter for citizens regarding neighborhood information, city news, announcements, etc. This "must open" mailing is sent directly to 50,000 homes each month and will include our television Provider's logo in each issue coinciding with event months.

1.3.8 **Print Advertising Tie-Ins: Provider logo is included in the following:**

- Provider's name/logo in Arizona Republic display advertising to promote each of these events with media value totaling over $50,000;
- Provider's name/logo in Glendale Star/Peoria Times display ads promoting the events.
- Provider's name/logo in posters created for Glendale Glitters, December Holiday Lighting Weekends, Glitter & Glow Block Party and Glendale Chocolate Affaire (approximately 6,000 total).Provider's name/logo in 10,000 official programs for Glendale Glitters.
- Provider's name/logo in 10,000 official programs for Glendale Glitter & Glow Block Party.
- Provider's name/logo in 10,000 official programs for Glendale Chocolate Affaire.

1.3.5 **Stage/Concert Video Support Screen:** Provider shall receive name/logo recognition on video screens provided to support main stage shows. Usage of video support screens is confirmed for Glendale Glitters Spectacular and allows thousands of event attendees to watch the stage performances from other event locations when the amphitheater is full to capacity.

1.3.6 **Event Web Page Listings:** The Provider's name/logo will appear on the events and festivals page of the City of Glendale web site i.e. www.glendaleaz.com/events. This page will be accessible approximately 30 days prior to each set of event dates as listed on at the end of this proposal. The web site is currently receives approximately 140,000 unique visitors per month.

1.3.7 **Press Releases:** Provider shall be mentioned as sponsor of each event during our signature event season in City of Glendale news releases promoting these events and sent to virtually all media outlets in central Arizona. Each of the signature events averages two news releases written and distributed to central Arizona media outlets for publicity of our event productions.

1.3.8 **VIP Parking:** Six VIP parking passes will be provided for each event.

City of Glendale – Broadcast Television Services

Presented to: The City of Glendale

Presented by: Deb Selzer

9/13/16

3 family.com

Over

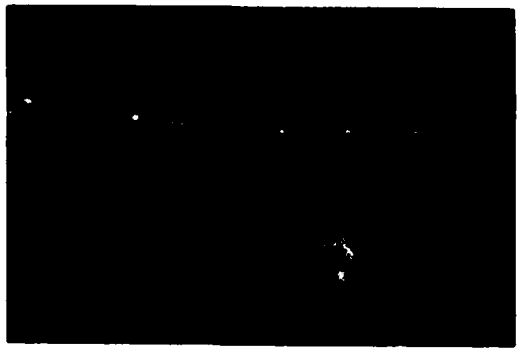
The City of Glendale has issued an RFP requesting bids for broadcast television services for the City's signature events and festivals.

These six (6) family friendly festivals are free to the public and draw more than 325,000 attendees from the valley and around the state.

The following proposal is KTVK 3TV's response to the RFP and follows the offer package instructions in the RFP and the completed forms.

- Cover Sheet
- Offer Sheet – Section 4.0
- Paid Schedule – Section 5.0
- Value Add – Section 6.0
- Addendum
- Submission Requirements - Narrative
  - Experience and Qualifications
  - Paid Schedule
  - Value Add
  - Method of Approach

All pages are included in this package.



GLENDALE	**City of Glendale** **Materials Management** **Solicitation Number: RFP 17-11** **Broadcast Television Services**	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301

4.0 OFFER SHEET

4.1 **OFFER** Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

Authorized Signature

KPHO Broadcasting Company (DBA KTVK TV)
Company's Legal Name

Mitchell Nye 3353 N. 7th Ave. Phoenix, AZ 85013
Printed Name Address

Director of Sales
Title

City, State & Zip Code

602 207 3090
Telephone Number

602 207 3397
FAX Number

mitchell.nye@meredith.com
Authorized Signature Email Address

9/13/16
Date

For questions regarding this offer: (If different from above)

Dee Selzer
Contact Name

602 207 3896
Phone Number

602 207 3397
Fax Number

dselzer@azfamily.com
Email Address

FEDERAL TAXPAYER ID NUMBER: 86-1419978

CITY PLT
~~Arizona Sales Tax No.~~ [redacted]

Tax Rate 0.5%

Offeror certifies it is a: Proprietorship ____ Partnership ____ Corporation X

Minority or woman owned business: Yes ____ No X

Paid Schedule - Section 5.0

Weighted Event Importance Priority

-Glendale Glitters Spectacular - 25%

-Holiday Weekends (Rockin' Nights, Winter Wonderland, Spirit of Giving)- 30%

-Glitter & Glow - 20%

-Chocolate Affaire - 25%

Event	# of Spots	Time of Day	Spots	HH GRPs
Glendale Glitters Spectacular Weekend - Friday 11/25 - Saturday 11/26 - 5p-10p	49	See spreadsheet below	:30	92.2
Glendale Jingle Bells Rockin' Nights - Friday 12/2 - Saturday 12/3 - 6p-10p	22	See spreadsheet below	:30	40.1
Glendale Winter Wonderland - Friday 12/9 - Saturday 12/10 - 6p-10p	24	See spreadsheet below	:30	39.4
Glendale Spirit of Giving Weekend - Friday 12/16 - Saturday 12/17	23	See spreadsheet below	:30	45.3
Glendale Glitter & Glow Block Party - Saturday 1/7 - 4p-10p	38	See spreadsheet below	:30	82.8
Glendale Chocolate Affaire - Friday 2/3 - Sunday 25 - 5p-10p Fri, 10a-10p sat, 12p-5p Sun	51	See spreadsheet below	:30	109.6

3TV will provide monthly statements of itemized services.

Daypart Breakdown

	Schedule						
Daypart	Glitters	Jingle	Winter	Giving	Block	Chocolate	Totals
EM News	10	6	10	8	20	20	74
Early Fringe	5	3	0	5	0	5	18
Earlly news	10	3	0	0	8	9	30
Prime	12	6	9	5	4	10	46
Late Fringe	5	3	5	3	0	0	16
Late News	0	0	0	0	6	3	9
WK News	4	1	0	2	0	3	10
WK Late News	3	0	0	0	0	1	4
Totals	49	22	24	23	38	51	207

3 family.com

Valu

Item	Description	Analytics	
1	3TV will provide a minimum of 1x live shot per event with station personnel via news, weather, sports or entertainment departments for each of the 6 City of Glendale signature events. 3TV will endeavor to provide more than 1x live shot per event.	# of on-site live shots: 6	# of events: 6
		Total Value:	$18,000
2	Production – 3TV will produce 1x :15 promotional spot per event	6x :15 spots	# of events: 6x
		Total Value:	$9,000
3	Station Talent - 3TV will provide prominent station talent as the emcee for the 6 signature events. A minimum of 2 hours is guaranteed for each event.	Emcee names: TBD	# of events: 6
		Total Value:	$9,000
4	3TV will provide a pre-event interview in-studio via Your Life A to Z show, to air the week prior to each signature event.	# of interviews: 6	HH GRPS:
		Total Value:	$12,000
5	3TV will stream the Your Life A to Z interviews on AzFamily.com for a minimum of 1 week prior to the event (assuming the interviews are shot). The interviews will be streamed on the Your Life A to Z webpage, and the page will include links to the City of Glendale event page.	1 week per interview	# of interviews: 6
		Total Value:	$6,000
6	3TV will create and run display ads for each event on AZFamily.com homepage for a minimum of 1 week prior to each event - 50,000 impressions per event. The City of Glendale will provide copy, logo, graphics, etc.)	300,000 total impressions	# of events: 6
		Total Value:	$3,000
7	3TV will air the :15 promotional spots a minimum of 10x in the week prior to each event - total of 60x bonus spots	60x :15 promotional spots	# of events: 6
		Total Value:	$10,500

Total Added Value: $67,500

Experience and Qualifications – Sec 2.4.1.1

Company History

3TV was originated in 1954 by a group led by Ernest McFarland, who served Arizona as a U.S. Senator, Governor, and Chief Justice of the Arizona Supreme Court. McFarland won a license to build a station on Channel 3 as the Arizona Television Co. 3TV went on the air in March 1955 as an ABC affiliate, with 4 hours of programming per day. After 40 years as a network affiliate, Channel 3 became an independent station in 1994, and launched the iconic *Good Morning Arizona* in 1995.

Now, as one of the largest independent television stations in the country, 3TV - Arizona's Family, provides more local news coverage than any other station in the state delivering 9.5 hours of local news a day. Award-winning journalism with a strong focus on hyper localism along with a dedicated emphasis on community involvement, and high-quality syndicated programming help make 3TV a favorite for hard-working Arizonans.

Station Profile

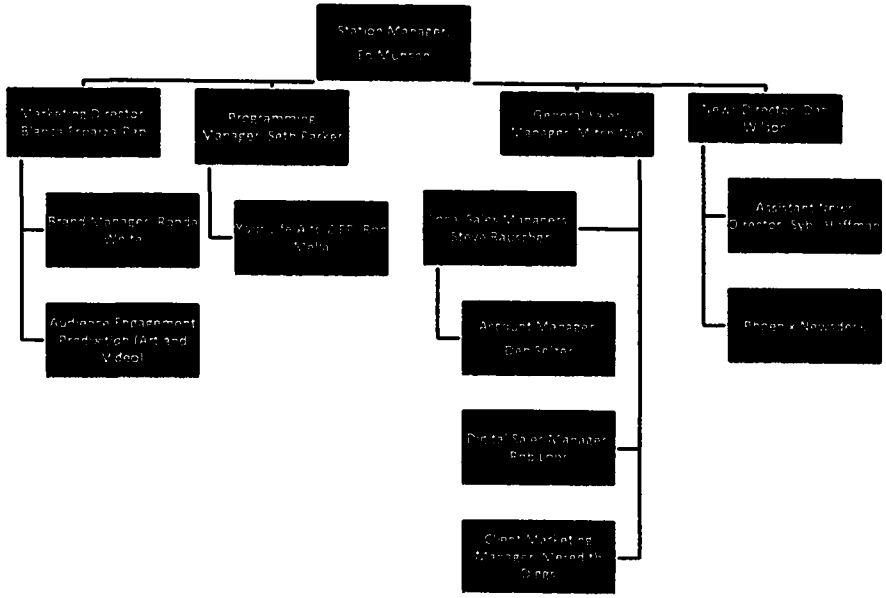
- **Engaged Audience** - We captivate the Valley audience with 59 ½ hours of Local News in High Definition each week. Additionally, 3TV is home to viewer favorites like Dr. Phil, Entertainment Tonight, Jeopardy and Wheel of Fortune, Blue Bloods, CSI: Miami and more
- **Loyal Viewers** - With our well-respected and popular news talent and our award winning newscasts, be assured our audience is receptive to your message.

Station Profile - continued

- **Community Minded** - 3TV is credited by Phoenix viewers as being the community-minded station that most reflects the spirit of Arizona and we prove it – 3TV and our viewers raise over $7 million dollars annually for charity!
- **Always There** - In addition to our over the air signal, 3TV is connecting with your customers via simulcast on 3TV 24/7 (Cox Cable 86, over the air channel 3.2) , as well as 24/7 on azfamily.com.
- **Top Local Television Website** - Every day, tens-of-thousands of Arizonans visit azfamily.com for live video and up-to-the-minute local news, sports, traffic , weather, events, recipes, health tips and information on over 80,000 local business.

Organizational Chart

Top the right is a chart of the people at 3TV who would be involved in the City of Glendale signature events.



Business Locations

3TV does business at 5555 N. 7th Ave, Phoenix, AZ 85013. The signal carries over 80% of the state, as indicated by the red highlight on the map to the right.

3TV has been in business since 1954 – 62 years!

Paid Schedule – Sec 2.4.2.1 – Glendale Glitters Schedule

CITY OF GLENDALE GLITTERS

Book: Q2AVG

KTVK 3TV PHOENIX

Proposal ID: 64498
Schedule Dates: 11/10/2016 - 11/25/2016
Spot Length(s): :30
Book: Q2AVG
Author: Deb Sabar

Acct. Exec: Deb Sabar
Phone #: 602-207-3396
Email: dsabar@azfamily.com
Web Site: www.azfamily.com

Avail rates good for one week only. Avails good only for campaign and demographic specified.

KTVK does not accept advertising sales agreements that discriminate on the basis of race or ethnicity. This non-discrimination provision is a condition of every advertising sales agreement with KPHO Broadcasting Corporation, whether oral or written.

Flight Dates: 11/10/2016-11/25/2016

Program Time	Spot Length	WD 10	WD 21	DMA F25-54 RTG	DMA F25-54 000	DMA HH RTG	W e e k	Rate Spots
KTVK								
GOOD MORNING AZ @ 8A	:30	–	5	1.1	10.7	2.6	1	$500.00
GRPs/Impressions				5.5	53.5	13		5
SHR				8.3	8.3	9.4		
CPP/CPM				$454.55	$46.73	$192.31		
Mo-Fr 8:00a-9:00a								
GOOD MORNING AZ @ 9A	:30	–	5	0.8	7.7	2.1	1	$275.00
GRPs/Impressions				4	38.5	10.5		5
SHR				5.8	5.8	7.5		
CPP/CPM				$343.75	$35.71	$130.95		
Mo-Fr 9:00a-10:00a								
DR PHIL	:30	–	5	0.7	6.1	2.2	1	$250.00
GRPs/Impressions				3.5	30.5	11		5
SHR				3.7	3.7	6.0		
CPP/CPM				$357.14	$40.98	$113.64		
Mo-Fr 3:00p-4:00p								
GOOD EVENING AZ @ 4P	:30	–	5	0.7	6.7	2.1	1	$375.00
GRPs/Impressions				3.5	33.5	10.5		5
SHR				3.7	3.7	5.3		
CPP/CPM				$535.71	$55.97	$178.57		
Mo-Fr 4:00p-4:30p								
GOOD EVENING AZ @ 430P	:30	–	5	0.8	7.1	2.4	1	$375.00
GRPs/Impressions				4	35.5	12		5
SHR				3.7	3.7	5.6		
CPP/CPM				$468.75	$52.82	$156.25		
Mo-Fr 4:30p-5:00p								
HOT IN CLEVELAND	:30	1	–	1.1	10.0	1.4	1	$275.00
GRPs/Impressions				1.1	10	1.4		1
SHR				3.1	3.1	2.5		
CPP/CPM				$250.00	$27.50	$196.43		
Mo-Fr 8:00p-8:30p								
HOT IN CLEVELAND	:30	–	5	1.1	10.0	1.4	1	$300.00
GRPs/Impressions				5.5	50	7		5
SHR				3.1	3.1	2.5		
CPP/CPM				$272.73	$30.00	$214.29		
Mo-Fr 8:00a-8:30a								
HOT IN CLEVELAND B	:30	1	–	0.9	8.7	1.2	1	$175.00
GRPs/Impressions				0.9	8.7	1.2		1
SHR				2.5	2.5	2.0		
CPP/CPM				$194.44	$20.11	$145.83		
Mo-Fr 8:30p-9:00p								
HOT IN CLEVELAND B	:30	–	5	0.9	8.7	1.2	1	$250.00
GRPs/Impressions				4.5	43.5	6		5
SHR				2.5	2.5	2.0		
CPP/CPM				$277.78	$28.74	$208.33		
Mo-Fr 8:30p-9:00p								

CITY OF GLENDALE GLITTERS

Book: Q2AVG

KTVK 3TV PHOENIX

Proposal ID: 64498
Schedule Dates: 11/10/2016 - 11/25/2016
Spot Length(s): :30
Book: Q2AVG
Author: Deb Sabar

Acct. Exec: Deb Sabar
Phone #: 602-207-3396
Email: dsabar@azfamily.com
Web Site: www.azfamily.com

Avail rates good for one week only. Avails good only for campaign and demographic specified.

KTVK does not accept advertising sales agreements that discriminate on the basis of race or ethnicity. This non-discrimination provision is a condition of every advertising sales agreement with KPHO Broadcasting Corporation, whether oral or written.

Flight Dates: 11/10/2016-11/25/2016

Program Time	Spot Length	WD 10	WD 21	DMA F25-54 RTG	DMA F25-54 000	DMA HH RTG	W e e k	Rate Spots
KTVK								
ENTERTAINMENT TONIGHT	:30	–	5	0.6	5.6	0.9	1	$100.00
GRPs/Impressions				3	28	4.5		5
SHR				2.1	2.1	2.2		
CPP/CPM				$166.67	$17.86	$111.11		
Mo-Fr 10:30p-11:00p								
GMAZ SAT 9A	:30	1	–	1.1	10.4	2.5	1	$475.00
GRPs/Impressions				1.1	10.4	2.5		1
SHR				6.8	6.8	7.5		
CPP/CPM				$431.82	$45.67	$190.00		
Sat 9:00a-10:00a								
3TV NEWS 10P SAT	:30	1	–	0.4	3.8	0.8	1	$125.00
GRPs/Impressions				0.4	3.8	0.8		1
SHR				1.3	1.3	1.7		
CPP/CPM				$312.50	$32.89	$156.25		
Sat 10:00p-10:30p								
GMAZ SUN 8A	:30	1	–	1.4	13.2	3.1	1	$650.00
GRPs/Impressions				1.4	13.2	3.1		1
SHR				9.2	9.2	9.2		
CPP/CPM				$464.29	$49.24	$209.68		
Sun 8:00a-9:00a								
GMAZ SUN 9A	:30	2	–	1.6	15.2	2.9	1	$400.00
GRPs/Impressions				3.2	30.4	5.8		2
SHR				8.9	8.9	8.1		
CPP/CPM				$250.00	$26.32	$137.93		
Sun 9:00a-10:00a								
3TV NEWS 9P SUN	:30	1	–	0.9	8.8	1.8	1	$250.00
GRPs/Impressions				0.9	8.8	1.8		1
SHR				2.4	2.4	3.1		
CPP/CPM				$277.78	$28.41	$138.89		
Sun 9:00p-10:00p								
3TV NEWS 10P SUN	:30	1	–	0.6	5.6	1.1	1	$150.00
GRPs/Impressions				0.6	5.6	1.1		1
SHR				1.8	1.8	2.2		
CPP/CPM				$250.00	$26.79	$136.36		
Sun 10:00p-10:30p								

Total Cost: $15,825.00

Multi-Demo Summary

Demo	Spots	Cost	Grps	CPP	Reach	Freq
DMA F25-54	49	$15,825.00	43.1	$348.61	14.5	3.0
DMA HH	49	$15,825.00	92.2	$162.96	28.2	3.3

Sub

Paid Schedule – Sec 2.4.2.1 – Jingle Bell Rockin' Nights Schedule

KTVK-3TV PHOENIX

CITY OF GLENDALE JINGLE BELL ROCKIN NIGHTS

Book: Q2AVG

Proposal ID: 64585
Schedule Date: 11/26/2016 - 12/2/2016
Advertiser: CITY OF GLENDALE JINGLE BELL ROCKIN NIGHT
Buyer: MARTIN DICKEY
Spot Length(s): :30
Book: Q2AVG
Author: Deb Selzer

Acct. Exec: Deb Selzer
Phone #: 602-207-3396
Email: dselzer@azfamily.com
Web Site: www.azfamily.com

Avail rates good for one week only. Avails good only for campaign and demographic specified.

KTVK does not accept advertising sales agreements that discriminate on the basis of race or ethnicity. This non-discrimination provision is a condition of every advertising sales agreement with KPHO Broadcasting Corporation, whether oral or written.

Flight Dates: 11/26/2016-12/2/2016

Program Time	Spot Length	MO 30	MO 20	DMA F25-54 RTG	DMA HH RTG	W k o	Rate Spots
KTVK							
GOOD MORNING AZ @ 7A	:30	–	3	1.7	2.7	1	$550.00
GRPs/Impressions				5.1	8.1		3
SHR				12.4	9.8		
CPP/CPH				$323.53	$203.70		
Mo-Fr 7:00a-9:00a							
GOOD MORNING AZ @ 9A	:30	–	3	0.8	2.1	1	$250.00
GRPs/Impressions				2.4	6.3		3
SHR				5.8	7.5		
CPP/CPH				$312.50	$119.05		
Mo-Fr 9:00a-10:00a							
DR PHIL	:30	–	3	0.7	2.2	1	$250.00
GRPs/Impressions				2.1	6.6		3
SHR				3.7	6.0		
CPP/CPH				$357.14	$113.64		
Mo-Fr 3:00p-4:00p							
GOOD EVENING AZ @ 5:30P	:30	–	3	0.8	1.9	1	$325.00
GRPs/Impressions				2.4	5.7		3
SHR				3.6	4.0		
CPP/CPH				$406.25	$171.05		
Mo-Fr 5:30p-6:00p							
HOT IN CLEVELAND	:30	–	3	1.1	1.4	1	$250.00
GRPs/Impressions				3.3	4.2		3
SHR				3.1	2.5		
CPP/CPH				$227.27	$178.57		
Mo-Fr 8:00p-8:30p							
HOT IN CLEVELAND B	:30	–	3	0.9	1.2	1	$150.00
GRPs/Impressions				2.7	3.6		3
SHR				2.5	2.0		
CPP/CPH				$166.67	$125.00		
Mo-Fr 8:30p-9:00p							
ENTERTAINMENT TONIGHT	:30	–	3	0.6	0.9	1	$100.00
GRPs/Impressions				1.8	2.7		3
SHR				2.1	2.2		
CPP/CPH				$166.67	$111.11		
Mo-Fr 10:30p-11:00p							
GMAZ SUN 9A	:30	1	–	1.6	2.9	1	$425.00
GRPs/Impressions				1.6	2.9		1
SHR				8.9	8.1		
CPP/CPH				$265.63	$146.55		
Sun 9:00a-10:00a							

Total Cost: $6,050.00

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Page 1 of 2

KTVK-3TV PHOENIX

CITY OF GLENDALE JINGLE BELL ROCKIN NIGHTS

Book: Q2AVG

Proposal ID: 64585
Schedule Date: 11/26/2016 - 12/2/2016
Advertiser: CITY OF GLENDALE JINGLE BELL ROCKIN NIGHT
Buyer: MARTIN DICKEY
Spot Length(s): :30
Book: Q2AVG
Author: Deb Selzer

Acct. Exec: Deb Selzer
Phone #: 602-207-3396
Email: dselzer@azfamily.com
Web Site: www.azfamily.com

Avail rates good for one week only. Avails good only for campaign and demographic specified.

KTVK does not accept advertising sales agreements that discriminate on the basis of race or ethnicity. This non-discrimination provision is a condition of every advertising sales agreement with KPHO Broadcasting Corporation, whether oral or written.

Multi-Demo Summary

Demo	Spots	Cost	Grps	CPP	Reach	Freq
DMA F25-54	22	$6,050.00	21.4	$282.71	8.0	2.7
DMA HH	22	$6,050.00	40.1	$150.87	15.4	2.6

Paid Schedule – Sec 2.4.2.1 – Winter Wonderland Schedule

KTVK 3TV PHOENIX

CITY OF GLENDALE WINTER WONDERLAND — Book: Q2AVG

Proposal ID: 64507
Schedule Date: 11/25/2016 - 12/3/2016
Spot Length(s): :30
Book: Q2AVG
Author: Deb Salzer

Acct. Exec: Deb Salzer
Phone #: 602-207-3396
Email: dsalzer@azfamily.com
Web Site: www.azfamily.com

Avail rates good for one week only. Avails good only for campaign and demographic specified.

KTVK does not accept advertising sales agreements that discriminate on the basis of race or ethnicity. This non-discrimination provision is a condition of every advertising sales agreement with KPHO Broadcasting Corporation, whether oral or written.

Flight Dates: 11/25/2016-12/3/2016

Program Time	Spot Length	MO 25	MO 20	DMA F25-54 RTG	DMA HH RTG	W k e	Rate Spots
KTVK							
GOOD MORNING AZ @ 6A	:30	–	5	1.1	2.6	1	$475.00
GRPs/Impressions				5.5	13		5
SHR				8.3	9.4		
CPP/CPH				$431.82	$182.69		
Mo-Fr 6:00a-7:00a							
GOOD MORNING AZ @ 9A	:30	–	5	0.8	2.1	1	$250.00
GRPs/Impressions				4	10.5		5
SHR				5.8	7.5		
CPP/CPH				$312.50	$119.05		
Mo-Fr 9:00a-10:00a							
HOT IN CLEVELAND	:30	1	–	1.1	1.4	1	$300.00
GRPs/Impressions				1.1	1.4		1
SHR				3.1	2.5		
CPP/CPH				$272.73	$214.29		
Mo-Fr 8:00p-8:30p							
HOT IN CLEVELAND	:30	–	2	1.1	1.4	1	$275.00
GRPs/Impressions				2.2	2.8		2
SHR				3.1	2.5		
CPP/CPH				$250.00	$196.43		
Mo-Fr 8:00p-8:30p							
HOT IN CLEVELAND B	:30	1	–	0.9	1.2	1	$250.00
GRPs/Impressions				0.9	1.2		1
SHR				2.5	2.0		
CPP/CPH				$277.78	$208.33		
Mo-Fr 8:30p-9:00p							
HOT IN CLEVELAND B	:30	–	5	0.9	1.2	1	$150.00
GRPs/Impressions				4.5	6		5
SHR				2.5	2.0		
CPP/CPH				$166.67	$125.00		
Mo-Fr 8:30p-9:00p							
ENTERTAINMENT TONIGHT	:30	–	5	0.6	0.9	1	$100.00
GRPs/Impressions				3	4.5		5
SHR				2.1	2.2		
CPP/CPH				$166.67	$111.11		
Mo-Fr 10:30a-11:00a							

Total Cost $5,975.00

Multi-Demo Summary

Demo	Spots	Cost	Grps	CPP	Reach	Freq
DMA F25-54	24	$5,975.00	21.2	$281.84	7.2	2.9
DMA HH	24	$5,975.00	39.4	$151.65	14.2	2.8

Paid Schedule – Sec 2.4.2.1 – Spirit of Giving Weekend Schedule

KTVK 3TV PHOENIX

CITY OF GLENDALE SPIRIT OF GIVING WEEKEND — Book: Q2AVG

Proposal ID: 64595
Schedule Date: 12/5/2016 - 12/16/2016
Advertiser: CITY OF GLENDALE SPIRIT OF GIVING WEEKEN
Buyer: MARTIN DICKEY
Spot Length(s): :30
Book: Q2AVG
Author: Deb Salzer

Acct. Exec: Deb Salzer
Phone #: 602-207-3396
Email: dsalzer@azfamily.com
Web Site: www.azfamily.com

Avail rates good for one week only. Avails good only for campaign and demographic specified.

KTVK does not accept advertising sales agreements that discriminate on the basis of race or ethnicity. This non-discrimination provision is a condition of every advertising sales agreement with KPHO Broadcasting Corporation, whether oral or written.

Flight Dates: 12/5/2016-12/16/2016

Program Time	Spot Length	DE S	DE 12	DMA F25-54 RTG	DMA HH RTG	W k o	Rate Spots
KTVK							
GOOD MORNING AZ @ 7A	:30	–	3	1.7	2.7	1	$530.00
GRPs/Impressions				5.1	8.1		3
SHR				12.4	9.8		
CPP/CPM				$323.53	$203.70		
Mo-Fr 7:00a-8:00a							
GOOD MORNING AZ @ 9A	:30	–	5	0.8	2.1	1	$225.00
GRPs/Impressions				4	10.5		5
SHR				5.8	7.5		
CPP/CPM				$281.25	$107.14		
Mo-Fr 9:00a-10:00a							
DR PHIL	:30	–	5	0.7	2.2	1	$250.00
GRPs/Impressions				3.5	11		5
SHR				3.7	6.0		
CPP/CPM				$357.14	$113.64		
Mo-Fr 3:00p-4:00p							
HOT IN CLEVELAND	:30	–	5	1.1	1.4	1	$225.00
GRPs/Impressions				5.5	7		5
SHR				3.1	2.5		
CPP/CPM				$204.55	$160.71		
Mo-Fr 8:00p-8:30p							
ENTERTAINMENT TONIGHT	:30	3	–	0.6	0.9	1	$70.00
GRPs/Impressions				1.8	2.7		3
SHR				2.1	2.2		
CPP/CPM				$116.67	$77.78		
Mo-Fr 10:30p-11:00p							
GMAZ SUN 8A	:30	1	–	1.4	3.1	1	$350.00
GRPs/Impressions				1.4	3.1		1
SHR				9.2	9.2		
CPP/CPM				$250.00	$112.90		
Sun 8:00a-9:00a							
GMAZ SUN 9A	:30	1	–	1.6	2.9	1	$275.00
GRPs/Impressions				1.6	2.9		1
SHR				8.9	8.1		
CPP/CPM				$171.88	$94.83		
Sun 9:00a-10:00a							

Total Cost: $5,985.00

Multi-Demo Summary

Demo	Spots	Cost	Grps	CPP	Reach	Freq
DMA F25-54	23	$5,985.00	22.9	$261.35	9.0	2.8
DMA HH	23	$5,985.00	45.3	$132.12	15.9	2.8

Paid Schedule – Sec 2.4.2.1 – Glitter & Glow Block Party Schedule

KTVK 3TV PHOENIX

CITY OF GLENDALE GLITTER AND GLOW PARTY — Book: Q2AVG

Proposal ID: 64810
Schedule Date: 1/1/2017 - 1/6/2017
Spot Length(s): :30
Book: Q2AVG
Author: Deb Saber

Acct. Exec: Deb Saber
Phone #: 602-207-3396
Email: dsaber@azfamily.com
Web Site: www.azfamily.com

Avail rates good for one week only. Avails good only for campaign and demographic specified.

KTVK does not accept advertising sales agreements that discriminate on the basis of race or ethnicity. This non-discrimination provision is a condition of every advertising sales agreement with KPHO Broadcasting Corporation, whether oral or written.

Flight Dates: 1/1/2017-1/6/2017

Program / Time	Spot Length	2A 2	DMA P18-49 RTG	DMA HH RTG	W k o	Rate / Spots
KTVK						
GOOD MORNING AZ @ 6A	:30	5	1.1	2.5	1	$400.00
GRPs/Impressions			5.5	12.5		5
SHR			12.7	10.8		
CPP/CPM			$363.64	$160.00		
Mo-Fr 6:00a-7:00a						
GOOD MORNING AZ @ 7A	:30	5	1.1	2.7	1	$425.00
GRPs/Impressions			5.5	13.5		5
SHR			12.2	9.8		
CPP/CPM			$386.36	$157.41		
Mo-Fr 7:00a-8:00a						
GOOD MORNING AZ @ 8A	:30	5	0.9	2.6	1	$300.00
GRPs/Impressions			4.5	13		5
SHR			9.7	9.4		
CPP/CPM			$333.33	$115.38		
Mo-Fr 8:00a-9:00a						
GOOD MORNING AZ @ 9A	:30	5	0.8	2.1	1	$175.00
GRPs/Impressions			4	10.5		5
SHR			7.4	7.5		
CPP/CPM			$218.75	$83.33		
Mo-Fr 9:00a-10:00a						
GOOD EVENING AZ @ 5P	:30	5	0.6	2.1	1	$325.00
GRPs/Impressions			3	10.5		5
SHR			3.1	4.7		
CPP/CPM			$541.67	$154.76		
Mo-Fr 5:00p-5:30p						
GOOD EVENING AZ @ 530P	:30	3	0.5	1.9	1	$325.00
GRPs/Impressions			1.5	5.7		3
SHR			2.6	4.0		
CPP/CPM			$650.00	$171.05		
Mo-Fr 5:30p-6:00p						
HOT IN CLEVELAND B	:30	4	0.4	1.2	1	$200.00
GRPs/Impressions			1.6	4.8		4
SHR			1.2	2.0		
CPP/CPM			$500.00	$166.67		
Mo-Fr 8:30a-9:00a						
3TV NEWS @ 9P	:30	3	0.6	2.2	1	$325.00
GRPs/Impressions			1.8	6.6		3
SHR			2.1	3.9		
CPP/CPM			$541.67	$147.73		
Mo-Fr 9:00p-10:00p						
3TV NEWS @ 10P	:30	3	0.7	1.9	1	$350.00
GRPs/Impressions			2.1	5.7		3
SHR			2.4	3.8		
CPP/CPM			$500.00	$184.21		
Mo-Fr 10:00p-10:30p						

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Data © Nielsen Company

9/13/2016 2:21:40 PM
Page 1 of 2

KTVK 3TV PHOENIX

CITY OF GLENDALE GLITTER AND GLOW PARTY — Book: Q2AVG

Proposal ID: 64810
Schedule Date: 1/1/2017 - 1/6/2017
Spot Length(s): :30
Book: Q2AVG
Author: Deb Saber

Acct. Exec: Deb Saber
Phone #: 602-207-3396
Email: dsaber@azfamily.com
Web Site: www.azfamily.com

Avail rates good for one week only. Avails good only for campaign and demographic specified.

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Total Cost: $11,925.00

Multi-Demo Summary

Demo	Spots	Cost	Grps	CPP	Reach	Freq
DMA P18-49	38	$11,925.00	29.5	$404.24	9.0	3.3
DMA HH	38	$11,925.00	82.8	$144.02	26.0	3.2

Paid Schedule – Sec 2.4.2.1 – A Chocolate Affaire Schedule

KTVK 3TV PHOENIX

CITY OF GLENDALE CHOCOLATE AFFAIRE — Book: Q2AVG

Proposal ID: 64812
Schedule Dates: 1/28/2017 - 2/3/2017
Spot Length(s): :30
Book: Q2AVG
Author: Deb Selzer

Acct. Exec: Deb Selzer
Phone #: 602-207-3396
Email: dselzer@azfamily.com
Web Site: www.azfamily.com

Avail rates good for one week only. Avails good only for campaign and demographic specified.

KTVK does not accept advertising sales agreements that discriminate on the basis of race or ethnicity. This non-discrimination provision is a condition of every advertising sales agreement with KPHO Broadcasting Corporation, whether oral or written.

Flight Dates: 1/28/2017-2/3/2017

Program / Time	Spot Length	2A 2B	2A 3B	DMA P18-64 RTG	DMA HH RTG	W k o	Rate Spots
KTVK							
GOOD MORNING AZ @ 6A	:30	–	5	1.4	2.5	1	$450.00
GRPs/Impressions				7	12.5		5
SHR				12.7	20.8		
CPP/CPM				$321.43	$180.00		
Mo-Fr 6:00a-7:00a							
GOOD MORNING AZ @ 7A	:30	–	5	1.5	2.7	1	$450.00
GRPs/Impressions				7.5	13.5		5
SHR				11.8	9.8		
CPP/CPM				$300.00	$166.67		
Mo-Fr 7:00a-8:00a							
GOOD MORNING AZ @ 8A	:30	–	5	1.3	2.6	1	$325.00
GRPs/Impressions				6.5	13		5
SHR				9.8	9.4		
CPP/CPM				$250.00	$125.00		
Mo-Fr 8:00a-9:00a							
GOOD MORNING AZ @ 9A	:30	–	5	1.0	2.1	1	$200.00
GRPs/Impressions				5	10.5		5
SHR				7.8	7.5		
CPP/CPM				$200.00	$95.24		
Mo-Fr 9:00a-10:00a							
DR PHIL	:30	–	5	0.7	2.2	1	$200.00
GRPs/Impressions				3.5	11		5
SHR				3.8	6.0		
CPP/CPM				$285.71	$90.91		
Mo-Fr 3:00p-4:00p							
GOOD EVENING AZ @ 4P	:30	–	4	0.8	2.1	1	$225.00
GRPs/Impressions				3.2	8.4		4
SHR				4.0	5.3		
CPP/CPM				$281.25	$107.14		
Mo-Fr 4:00p-4:30p							
GOOD EVENING AZ @ 430P	:30	–	5	0.9	2.4	1	$275.00
GRPs/Impressions				4.5	12		5
SHR				4.4	5.6		
CPP/CPM				$305.56	$114.58		
Mo-Fr 4:30p-5:00p							
HOT IN CLEVELAND	:30	–	5	0.8	1.4	1	$250.00
GRPs/Impressions				4	7		5
SHR				2.2	2.5		
CPP/CPM				$312.50	$178.57		
Mo-Fr 8:00p-8:30p							
HOT IN CLEVELAND B	:30	–	5	0.7	1.2	1	$225.00
GRPs/Impressions				3.5	6		5
SHR				1.8	2.0		
CPP/CPM				$321.43	$187.50		
Mo-Fr 8:30p-9:00p							

KTVK 3TV PHOENIX

CITY OF GLENDALE CHOCOLATE AFFAIRE — Book: Q2AVG

Proposal ID: 64812
Schedule Dates: 1/28/2017 - 2/3/2017
Spot Length(s): :30
Book: Q2AVG
Author: Deb Selzer

Acct. Exec: Deb Selzer
Phone #: 602-207-3396
Email: dselzer@azfamily.com
Web Site: www.azfamily.com

Avail rates good for one week only. Avails good only for campaign and demographic specified.

KTVK does not accept advertising sales agreements that discriminate on the basis of race or ethnicity. This non-discrimination provision is a condition of every advertising sales agreement with KPHO Broadcasting Corporation, whether oral or written.

Flight Dates: 1/28/2017-2/3/2017

Program / Time	Spot Length	2A 2B	2A 3B	DMA P18-64 RTG	DMA HH RTG	W k o	Rate Spots
KTVK							
3TV NEWS @ 10P	:30	–	3	1.1	1.9	1	$375.00
GRPs/Impressions				3.3	5.7		3
SHR				3.5	3.8		
CPP/CPM				$340.91	$197.37		
Mo-Fr 10:00p-10:30p							
GMAZ SUN 7A	:30	1	–	1.1	2.2	1	$275.00
GRPs/Impressions				1.1	2.2		1
SHR				8.2	8.0		
CPP/CPM				$250.00	$125.00		
Sun 7:00a-8:00a							
GMAZ SUN 8A	:30	1	–	1.5	3.1	1	$415.00
GRPs/Impressions				1.5	3.1		1
SHR				9.0	9.2		
CPP/CPM				$276.67	$133.87		
Sun 8:00a-9:00a							
GMAZ SUN 9A	:30	1	–	1.5	2.9	1	$400.00
GRPs/Impressions				1.5	2.9		1
SHR				8.4	8.1		
CPP/CPM				$266.67	$137.93		
Sun 9:00a-10:00a							
3TV NEWS 9P SUN	:30	1	–	0.9	1.8	1	$0.00
GRPs/Impressions				0.9	1.8		1
SHR				2.4	3.1		
CPP/CPM				$0.00	$0.00		
Sun 9:00p-10:00p							

Total Cost: $14,990.00

Multi-Demo Summary

Demo	Spots	Cost	Gps	CPP	Reach	Freq
DMA P18-64	51	$14,990.00	53.0	$282.83	16.8	3.1
DMA HH	51	$14,990.00	109.6	$136.77	31.9	3.4

Added Value – Sec 2.4.3

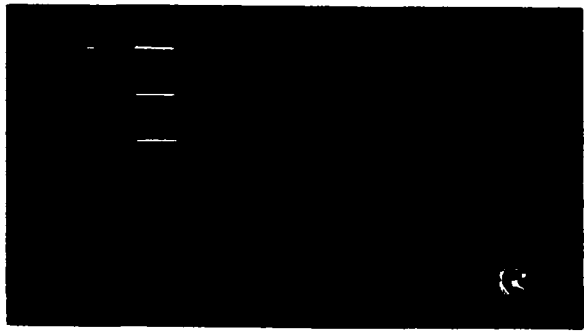
3TV will provide the following added value:

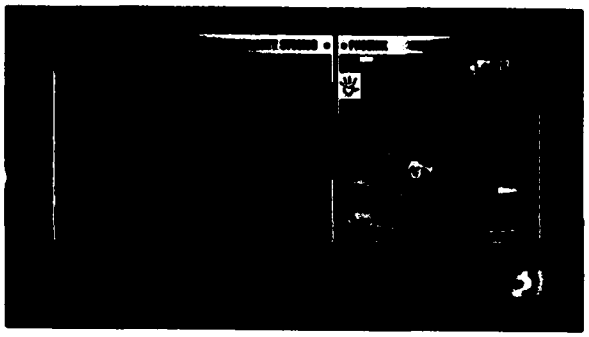
- **Live shots** - 3TV will provide a minimum of 1x live shot per event with station personnel via news, weather, sports or entertainment departments for all 6 City of Glendale signature events. 3TV will endeavor to provide more than 1x live shot per event as the news cycle permits.

- **Production** – 3TV will produce 1x :15 promotional spot per event, for each of the 6 signature events, for a total of 6x :15 promotional spots.

- **Station Talent** - 3TV will provide prominent station talent as the emcee for the 6 signature events. A minimum of 2 hours is guaranteed for each of the 6 events.

- **On Air Interviews** - 3TV will provide a pre-event interview in-studio via *Your Life A to Z* show, to air the week prior to each signature event.
  - Your Life A to Z airs Monday – Saturday from 10a – 11a
    - A representative from the City of Glendale will be a guest in studio and able to personally introduce your events to our viewers. The City of Glendale segments will showcase the City of Glendale signature events in a comfortable, credible and conversational environment.

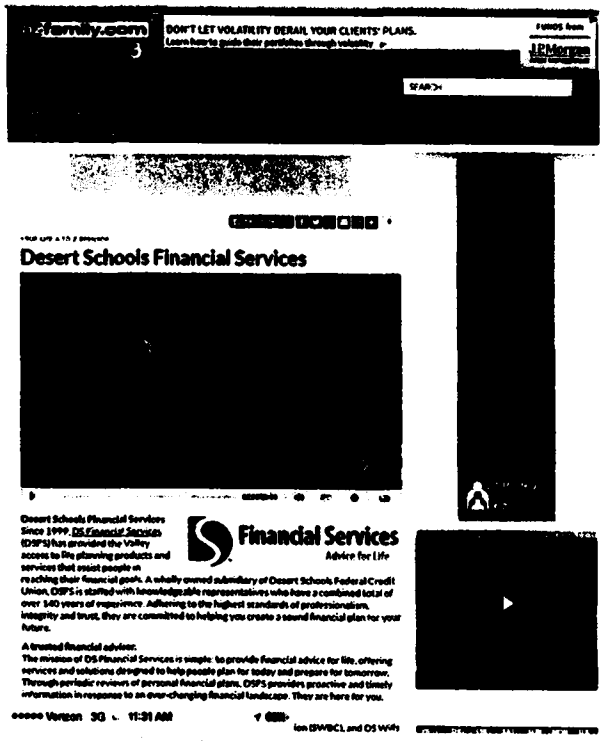




Added Value - Continued

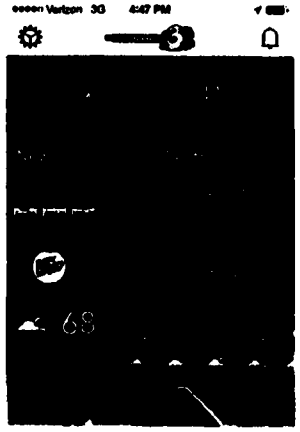
- **Livestreaming** - 3TV will stream the Your Life A to Z interviews on AzFamily.com for a minimum of 1 week prior to the event (assuming the interviews are shot). The interviews will be streamed on the Your Life A to Z special advertisers dedicated webpage, and the page will include links to the City of Glendale event page.

- **Digital promotion** - 3TV will create and run display ads for each event on AZFamily.com homepage, across all platforms (desktop, mobile, responsive design) for a minimum of 1 week prior to each event - 50,000 impressions per event. The City of Glendale will provide copy, logo, graphics, etc.)
  - Ad sizes include: 728x90, 300x250, 468x60, 300x600, 320x50, 640x100



Added Value - Continued

- **On Air Promotion** - 3TV will air the :15 promotional spots a minimum of 10x in the week prior to each event - total of 60x bonus spots
  - Glendale Glitters – 11/18 – 11/25
  - Jingle Bell Rockin' Nights – 11/26 – 12/3
  - Winter Wonderland – 12/4 – 12/10
  - Spirit of Giving Weekend – 12/11 – 12/17
  - Glitter & Glow Block party – 1/1 – 1/7
  - Chocolate Affaire – 1/27 – 2/5



Method of Approach – Sec 2.4.4

2.4.4.1.1 – Demonstrate how 3TV will provide the City branding and aggressively promoting each signature event. – 3TV is providing a comprehensive campaign featuring a paid advertising schedule and digital advertising, and over $67,000 in added value consisting of live news shots and event emcees, on-air interviews in Your Life A to Z, online streaming of those interviews, AND bonus promotional spots for the City of Glendale's signature events.

2.4.4.1.2 – Demonstrate 3TV's best value for the buy. – See 2.4.4.1 above.

2.4.4.1.3 – Demonstrate the best promotional support for the additional partnership value the City provides. – 3TV will provide the following to promote the City of Glendale signature events:

- 6x live shots – 1 per event minimum
- Pre-event interviews on Your Life A to Z – 6 segments, 1 per event
- Streaming of each City event Your Life A to Z segment on YLAZ page for 1 month – 6 total segments
- Digital advertising – 50,000 impressions on AzFamily.com per event – 300,000 total impressions
- Produce 1x :15 promotional commercial per event – 6x total commercials
- Air each :15 promotional commercial a minimum of 10x per event – 60x total commercials

2.4.4.1.4 – Provide details and audience rating and/or internet impression numbers of how 3TV's proposal is the best creative approach to branding and event promotion. – Reach, frequency and household impressions can be found on the summery chart for each individual schedule.

Method of Approach - continued

2.4.4.1.5 – Provide details that demonstrate the best resource mix from the stations inventory. – 3TV is providing an optimum mix of live coverage, commercial time, pre-taped interview segments and digital advertising designed to drive awareness of the City of Glendale's signature events and spur action in the viewership – to attend the events.

2.4.4.1.6 – Identify how much of each type of spot inventory airs in which time of day. -

Daypart Breakdown

	Schedule						
Daypart	**Glitters**	**Jingle**	**Winter**	**Giving**	**Block**	**Chocolate**	**Totals**
EM News	10	6	10	8	20	20	**74**
Early Fringe	5	3	0	5	0	5	**18**
Earlly news	10	3	0	0	8	9	**30**
Prime	12	6	9	5	4	10	**46**
Late Fringe	5	3	5	3	0	0	**16**
Late News	0	0	0	0	6	3	**9**
WK News	4	1	0	2	0	3	**10**
WK Late News	3	0	0	0	0	1	**4**
Totals	**49**	**22**	**24**	**23**	**38**	**51**	**207**

3 family.com

Add

GLENDALE	SOLICITATION ADDENDUM	CITY OF GLENDALE Materials Management 5850 W. Glendale Avenue Suite 317 Glendale, AZ 85301 Phone: (623) 930-2865
	Solicitation Number: RFP 17-11 Addendum #1 Page 1 of 1	
	Solicitation Due Date: September 13, 2016 2:00 p.m. (Local Time)	

RFP 17-11
BROADCAST TELEVISION SERVICES

The following revision has been made to Request for Proposals No. 17-11:

2.0 SPECIAL INSTRUCTIONS

2.1 PRE-OFFER CONFERENCE – Revised Pre-Offer Conference time.

2.1.1 A Pre-Offer Conference will be held on **September 1, 2016 at ~~2:00 P.M.~~ 10:00 A.M., Local Time, located at 5850 W. Glendale Avenue, Room 3A**. Attendance is optional. Copies of the Request for Proposal (RFP) will NOT be available.

The balance of the specifications and instructions remain the same. The Offeror must acknowledge receipt and acceptance of this addendum by returning the entire addendum with the proposal submittal.

Name of Company: KAHO BROADCASTING COMPANY (DBA KTVK TV)

Address: 5555 N. 7TH AVE. PHOENIX, AZ 85013

Authorized Signature:

Print Name and Title: MITCHELL NYE DIRECTOR OF SALES

3 family.com

Add

GLENDALE	SOLICITATION ADDENDUM	CITY OF GLENDALE Materials Management 5850 W. Glendale Avenue Suite 317 Glendale, AZ 85301 Phone: (623) 930-2865
	Solicitation Number: RFP 17-11 Addendum #2 Page 1 of 2	
	Solicitation Due Date: September 13, 2016 2:00 p.m. (Local Time)	

RFP 17-11
BROADCAST TELEVISION SERVICES

The following questions and answers are provided as a result of the Pre-Offer held on September 1.

QUESTIONS and ANSWERS

1. What were attendance numbers and key target demographics for each individual event in 2015?

ANSWER:

Glitters – 75,000
Primary demographic – Females 25 – 54

Jingle Bell Rockin' Nights – 25,000
Primary demographic – Females 25 – 54

Winter Wonderland Weekend – 35,000
Primary demographic - Females 25 – 54

Spirit of Giving Weekend – 35,000
Primary demographic – Females 25 – 54

Glitter & Glow Block Party – 75,000
Primary demographic – Males and Females 18 – 49

Glendale Chocolate Affaire – 80,000
Primary demographic – Females 18 – 64

GLENDALE	SOLICITATION ADDENDUM	CITY OF GLENDALE Materials Management 5850 W. Glendale Avenue Suite 317 Glendale, AZ 85301 Phone: (623) 930-2865
	Solicitation Number: RFP 17-11 Addendum #2 Page 2 of 2	
	Solicitation Due Date: September 13, 2016 2:00 p.m. (Local Time)	

2. What is your digital marketing strategy and could we include an additional digital strategy to compliment yours (pre-roll, mobile, display, etc.)?

ANSWER:

The City's digital marketing strategy is to reach our respective target audiences through email, social media and mobile; Grow awareness and familiarity of our festival brands as strong entertainment options; Engage these audiences with relevant event information and photos; Increase our reach to these demographics through other social media pages; Increase social media followers with regular communication

The balance of the specifications and instructions remain the same. The Offeror must acknowledge receipt and acceptance of this addendum by returning the entire addendum with the proposal submittal.

Name of Company: KPHO BROADCASTING COMPANY (DBA KTVK TV)
Address: 5555 N. 7th. AVE. PHOENIX, AZ 85013
Authorized Signature: [signature]
Print Name and Title: MITCHELL NYE DIRECTOR OF SALES

Agr

The attached proposal is between Meredith Corporation d/b/a 3TV KTVK Television and the City of Glendale. This agreement is in effect for a 4 month "term" (11/18/16 – 2/5/17) for the investment of $59,950.

This is a non-cancellable agreement. By signing below, all parties agree to the attached proposal in which 3TV KTVK grants the City of Glendale the elements included herein.

Agreed to for the City of Glendale:

Signature _____ Date _____

Name _____ Title _____

Agreed to for 3TV:

Signature _____ Date _____

Name _____ Title _____

KTVK does not accept advertising sales agreements that discriminate on the basis of race or ethnicity. This non-discrimination provision is a condition of every advertising sales agreement with KPHO Broadcasting Corporation, whether oral or written.

EXHIBIT B

Broadcast Television Services

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Budget is dependent on the City's annual budget amount provided for these services. City will request a quote from Contractor on an annual basis for requested services.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed $375,000 (including renewals).

DETAILED PROJECT COMPENSATION

Compensation is based on the City's current year's budget. For 2016 Special Events, the budgeted amount is $60,000.