CITY CLERK
ORIGINAL

RADIO ADVERTISING PURCHASE CONTRACT BETWEEN THE CITY OF GLENDALE, ARIZONA AND CBS RADIO STATIONS, INC.

THIS RADIO ADVERTISING PURCHASE CONTRACT ("CONTRACT") is made this 29 day of October 20 15 between the CITY OF GLENDALE, an Arizona municipal corporation ("City") and CBS Radio Stations, Inc. ("Contractor"). City and Contractor agree as follows:

1. Scope of Work. Contractor shall provide services as set forth in the attached **Exhibit A** or work order ("Services"), which is incorporated herein by reference. **Any terms or conditions contained in such Exhibit are void where they conflict with this Contract.**

2. Compensation. City shall pay Contractor a maximum contract price of $12,000.00 for the Services as set forth in **Exhibit A** and incorporated herein by this reference. This Contract may be modified only by a written amendment, addendum or change order signed by persons authorized to enter into contracts on behalf of City and Contractor. The original purchase price and any amendment, addendum or change order may not equal or exceed $12,000.00 in the aggregate.

3. Term. This Contract shall be effective as of the date set forth above and shall remain in full force and effect until services are complete, or one year from the above date, whichever time is shorter.

4. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Contract and to the highest professional standards in the field.

5. Insurance, Bond and Indemnification.

(a) Contractor certifies that it has adequate insurance (with a minimum coverage amount of $1 Million per accident or occurrence) to cover any injury or damages that may arise out of its performance of this Contract. Contractor must provide proof of such insurance, including copies of insurance certificates, prior to commencing the performance of Services under this Agreement.

(b) Contractor also certifies that it has any license, performance bond or other bond required by State law or the City Code to ensure the work is performed in accordance with all applicable State and local rules and regulations, including, but not limited to, those provisions regulated by the Arizona Registrar of Contractors and the City Engineering and Building and Safety Department. Contractor must furnish Payment and Performance Bonds as required under A.R.S. § 34-608, if applicable.

(c) To the fullest extent permitted by law, the Contractor also agrees to indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Contract.

6. Applicable Law; Venue. This Contract shall be governed by the laws of the State of Arizona. Any lawsuit brought pertaining to this Contract may only be brought Maricopa County, Arizona.

7. Termination; Cancellation. This Contract has been entered into for the City's convenience and may be terminated at any time by the City without cause by providing the Contractor five (5) business days' written notice. Upon termination, Contractor shall be paid for all undisputed services performed prior to the termination date.

8. Conflict of Interest. This Contract is subject to A.R.S. § 38-511.

9. Independent Contractor. The Contractor acknowledges and agrees that it is providing the Services under this Contract as an independent contractor, not as an employee or agent of the City. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City.

10. Immigration Law Compliance. Consultant warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to its employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

11. Non-Discrimination Policies. Contractor must not discriminate against any employee or applicant for employment on the basis 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.

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

CBS Radio Stations, Inc.,
a Delaware corporation

By: Nat Colvin
Its: Authorized Representative

City of Glendale, Arizona
an Arizona municipal corporation

By:
Its:

ATTEST:

City Clerk

Exhibit A

City of Glendale 2015-2016

CBS RADIO

BROADCAST HD STREAMING ON-DEMAND

ESTABLISHED 1928

Presented To: Martin Dickey

Presented By: Casey Cohn and Shelli Brockhoff

Date: 11/27/2015-2/07/2016

94.5 KOOL FM

LIVE 101.5

KMLE COUNTRY @107.9

Calendar of Events:

Glendale Glitters Spectacular Weekend (KMLE, KOOL & LIVE on-site)
Friday, November 27 & Saturday, November 28, 2015
5 – 10 p.m.

Glendale's Jingle Bell Rockin' Nights (KOOL On-Site)
Friday, December 4 & Saturday, December 5, 2015
6 – 10 p.m.

Glendale's Winter Wonderland Weekend (LIVE 101.5 on-site)
Friday, December 11 & Saturday, December 12, 2015
6 – 10 p.m.

Glendale's Spirit of Giving Weekend (KOOL On-Site)
Friday, December 18 & Saturday, December 19, 2015
6 – 10 p.m.

Glendale Glitter & Glow Block Party (KMLE, KOOL & LIVE on-site)
Saturday, January 9, 2015
4 – 10p.m.

Glendale Chocolate Affaire (no onsite)

Friday, February 5, 2016	5 – 10 p.m.
Saturday, February 6, 2016	10 a.m. – 10 p.m.
Sunday, February 7, 2016	12 noon – 5 p.m.

Glendale Glitters Spectacular Weekend

Friday, November 27th & Saturday, November 28th, 2015– 5pm-10pm

KOOL will provide: ($30,000)
Promotions Staff on-site on 11/27/15 & 11/28/15 from 5pm to 10pm, value of $5,000 – TBD Location

- ✓ Forty (40) :15's recorded/live mentions from 11/16/15 – 11/28/15, value of $14,000
- ✓ Website inclusion on the KOOL Events page from 11/16/15 – 11/28/15 value of $6,000
- ✓ Event information included in one (1) KOOL Newsletter, value of $5,000

KMLE will provide: ($30,000)
Promotions Staff on-site on 11/27/15 & 11/28/15 from 5pm to 10pm, value of $5,000 – TBD Location

- ✓ Forty (40) :15's recorded/live mentions from 11/16/15 – 11/28/15, value of $14,000
- ✓ Website inclusion on the KMLE Event page from 11/16/15 – 11/28/15, value of $6,000
- ✓ Event information included in one (1) KMLE Newsletter, value of $7,000

LIVE 101.5 will provide: ($18,000)
Promotions Staff on-site on 11/27/15 & 11/28/15 from 5pm to 10pm, value of $5,000 – TBD Location

- ✓ Forty (40) :15 live mentions from 11/16/15 – 11/28/15, value of $14,000
- ✓ Website inclusion on the 101.5 Event page from 11/16/15 – 11/28/15, value of $4,000

Eventful Guide ($5,000)

- ✓ 728x90 and 300x250 fixed banner ad on our Eventful Weekly Guide the week prior to the event
- ✓ Guaranteed 25,000 impressions

Total Promotional Value = $83,000
Total Net Investment = $2,500

Glendale's Jingle Bell Rockin' Nights

Friday, December 4th and Saturday, December 5th, 2015

KMLE will provide: ($20,000)

- ✓ Twenty (20) :15 recorded and live mentions from 11/16/15 – 12/5/15 $7,000
- ✓ Website inclusion on the KMLE Event page from 11/16/15 – 12/5/15, value of $6,000
- ✓ Event information included in (1) KMLE Newsletter, value of $7,000

KOOL will provide: ($25,000)

- ✓ Forty (40) :15 recorded and live mentions from 11/16/15 – 12/5/15 , value of $14,000
- ✓ **Promotions Staff on-site 12/4 and 12/5 – time TBD**
- ✓ Website inclusion on the KOOL Events page from 11/16/15-12/5/15, value of $6,000
- ✓ Event information included in (1) KOOL Newsletter value of $5,000

Glendale's Winter Wonderland

Friday, December 11th – Saturday, December 12th, 2015

101.5 will provide: ($30,000)

- ✓ Forty (40) :15 live mentions from 11/30/15 – 12/12/15, value of $14,000
- ✓ **101.5 on site December 11th & 12th from 6:00p-10:00p, value of $5,000**
- ✓ Website inclusion on the 101.5 Event page from 11/30/15 – 12/12/15, value of $6,000
- ✓ Event information included in (1) 101.5 Newsletter value of $5,000

Glendale's Spirit of Giving Weekend

Friday December 18th and Saturday December 19th, 2015

KOOL will provide: ($25,000)

- ✓ Forty (40) :15 recorded and live mentions from 12/7/15-12/19/15, value of $14,000
- ✓ **Promotions Staff on-site 12/18 and 12/19 – time TBD**
- ✓ Website inclusion on the KOOL Events page from 12/7/15-12/19/15, value of $6,000
- ✓ Event information included in (1) KOOL Newsletter value of $5,000

Total Promotional Value = $100,000

Total Net For 3x Glendale Weekends Investment = $3,600

Glendale Glitter and Glow Block Party

Saturday, January 9, 2016 – 4pm-10pm

KOOL will provide: ($31,500)

- ✓ Fifty (50) :15 recorded and live mentions from 12/28/15 – 1/9/16, value of $17,500
- ✓ **Promotions Staff on-site on 1/9/16 from 4pm to 10pm, including station vehicle value of $5,000**
- ✓ Website inclusion on the KOOL Events page from 12/28/15 – 1/9/16, value of $4,000
- ✓ Event information included in (1) KOOL Newsletter value of $5,000

KMLE will provide: ($23,000)

- ✓ Twenty (20) :15 recorded and live mentions from 12/28/15-1/9/16, value of $7,000
- ✓ **Promotions Staff on-site on 1/10/15 from 4pm to 10pm, including station vehicle value of $5,000**
- ✓ Website inclusion on the KMLE Event page from 12/28/15 – 1/9/16 , value of $4,000
- ✓ Event information included in (1) KMLE Newsletter, value of $7,000

LIVE 101.5 will provide: ($31,500)

- ✓ Fifty (50) :15 live mentions from 12/28/15 – 1/9/16 , value of $17,500
- ✓ **Promotions Staff on-site on 1/9/16 from 4pm to 10pm, including station vehicle value of $5,000**
- ✓ Website inclusion on the 101.5 Event page from 12/28/15 – 1/9/16 , value of $4,000
- ✓ Event information included in (1) 101.5 Newsletter, value of $5,000

Eventful Guide ($5,000)

- ✓ 728x90 and 300x250 fixed banner ad on our Eventful Weekly Guide the week prior to the event
- ✓ Guaranteed 25,000 impressions

Total Promotional Value = $91,000
Total Net Investment = $2,400

Glendale Chocolate Affaire

Friday, January 29th – January 30th

KOOL will provide: ($25,000)

- ✓ Forty (40) :15 recorded and live mentions from 1/18/16 – 1/30/16, value of $14,000
- ✓ Website inclusion on the KOOL Events page from 1/18/16 – 1/30/16, value of $6,000
- ✓ Event information included in one (1) KOOL Newsletter, value of $5,000

KMLE will provide: ($20,000)

- ✓ Twenty (20) :15 recorded and live mentions from 1/19/15- 1/31/15, value of $7,000
- ✓ Website inclusion on the KMLE Event page from 1/18/16 – 1/30/16, value of $6,000
- ✓ Event information included in one (1) KMLE Newsletter value of $7,000

LIVE 101.5 will provide: ($25,000)

- ✓ Fifty (40) :15 live mentions from 1/18/16 – 1/30/16, value of $14,000
- ✓ Website inclusion on the 101.5 Event page from 1/18/16 – 1/30/16 , value of $6,000
- ✓ Event information included in one (1)101.5Newsletter value of $5,000

Eventful Guide ($5,000)

- ✓ 728x90 and 300x250 fixed banner ad on our Eventful Weekly Guide the week prior to the event
- ✓ Guaranteed 25,000 impressions

Total Promotional Value = $75,000
Total Net Investment = $3,500

Agreement

Event/Program: 2015-2016 Events

Client Name: City of Glendale

Total Net Investment (plus tax): $12,000

Payment Terms:

This agreement is non-cancelable and non-refundable. By signing below, you agree to the specified proposal elements and payment terms, and you confirm that you are an authorized representative of your company.

This proposal may include any or all of the following in the total price: talent fees, hardcosts, promotional fees, third-party promoter fees, or web fees. By signing below, you agree to pay these fees for services provided as invoiced by CBS Radio Phoenix.

This proposal is an idea and execution designed by CBS Radio or members thereof. The material is confidential. By viewing the attached you understand and agree that you will not alter, share, distribute or copy this information or ideas for use outside CBS Radio, or for any purpose for which CBS Radio is not involved. Sharing this information outside of CBS Radio is strictly prohibited and may not be used, distributed, or altered by anyone, without written permission from CBS Radio or the author of this material.

Agreed to by: **Date:**

_____ _____

Authorized Representative