

(15)

San Diego Unified Port District

Document No. 67727Filed JAN 25 2018

Office of the District Clerk

**AGREEMENT BETWEEN  
SAN DIEGO UNIFIED PORT DISTRICT  
and  
MIDWEST TELEVISION, INC.  
dba  
KFMB STATIONS  
for  
AS-NEEDED RADIO MEDIA MARKETING SERVICES  
AGREEMENT NO. 324-2017ND**

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and MIDWEST TELEVISION, INC. dba KFMB STATIONS, a California Corporation (Service Provider). The parties agree to the following:

1. **SCOPE OF SERVICES.** Service Provider shall provide services to satisfactorily comply with Attachment A, Scope of Services, attached hereto and incorporated herein, as requested by District. Service Provider shall keep the Executive Director of the District or their designated representative informed of the progress of said services at all times.
  - a. **As-Needed Services**
    - (1) Service Provider is aware that the services to be provided under this Agreement are on an as-needed basis as determined by the District. Service Provider may or may not receive a request to provide such services, and Service Provider may not receive the maximum expenditure of funds allocated for these services. No work or services will be performed until a task authorization has been signed by the District Representative.
    - (2) Service Provider shall furnish all technical and professional labor, and materials to satisfactorily comply with Attachment A: Scope of Services as requested by District by issuance of specific Task Authorization and agreed to by Service Provider.
    - (3) Services rendered under this Agreement shall be undertaken by Service Provider only upon issuance of a Task Authorization (TA)

for said services, in the format as shown in the attached Exhibit A, attached hereto and incorporated herein. A Task Authorization shall not be considered effective until the Task Authorization has been signed by the District's designated representative.

2. **TERM OF AGREEMENT.** This Agreement shall commence on February 1, 2018 and shall terminate on June 30, 2023, subject to earlier termination as provided below.
3. **COMPENSATION.** For performance of services rendered pursuant to this Agreement and as further described in Attachment B, Compensation and Invoicing, attached hereto and incorporated herein; District shall compensate Service Provider based on the following, subject to the limitation of the maximum expenditure provided herein:
- a. **Maximum Expenditure.** The aggregate amount under this Agreement with Service Provider and Agreements with companies listed in Table 1, Parties to Aggregate Agreements, below, shall not exceed \$900,000.00.

Agreement No.	Party to Agreement	District Clerk Document No.
317-2017ND	Citicasters Co dba iHeartMedia	67720
318-2017ND	Entercom Communications Corp	67721
319-2017ND	Local Media San Diego, LLC	67722
320-2017ND	Broadcast Company of the America's, LLC	67723
321-2017ND	San Diego State University Foundation dba KPBS	67724
322-2017ND	Uniradio Corp	67725
323-2017ND	Univision Radio San Diego, Inc.	67726
324-2017ND	Midwest Television, Inc. dba KFMB Stations	67727

**Table 1 – Parties to Aggregate Agreements**

Said expenditure shall include without limitation all sums, charges, reimbursements, costs and expenses provided for herein. Service Provider shall not be required to perform further services after compensation has been expended. In the event that the Service Provider anticipates the need for services in excess of the maximum Agreement amount, the District shall be notified in writing immediately. District must approve an amendment to this Agreement before additional fees and costs are incurred.

4. **COMPLIANCE**

- a. In performance of this Agreement, Service Provider and Service Provider's Sub-Service Providers shall comply with the California Fair Employment and Housing Act, the American with Disabilities Act, and all other applicable federal, state, and local laws prohibiting discrimination, including without limitation, laws prohibiting discrimination because of age, ancestry, color, creed, denial of family and medical care leave, disability, marital status, medical condition, national origin, race, religion, sex, or sexual orientation. Service Provider shall comply with the prevailing wage provisions of the Labor Code, and the Political Reform Act provisions of the Government Code, as applicable.
- b. Service Provider shall comply with all Federal, State, regional and local laws, and district Ordinances and Regulations applicable to the performance of services under this Agreement as exist now or as may be added or amended.

5. **INDEPENDENT ANALYSIS**. Service Provider shall provide the services required by this Agreement and arrive at conclusions with respect to the rendition of information, advice or recommendations, independent of the control and direction of District, other than normal contract monitoring provided, however, Service Provider shall possess no authority with respect to any District decision.

6. **ASSIGNMENT.** This is a personal services Agreement between the parties and Service Provider shall not assign or transfer voluntarily or involuntarily any of its rights, duties, or obligations under this Agreement without the express written consent of District in each instance.
7. **INDEPENDENT CONTRACTOR.** Service Provider and any agent or employee of Service Provider shall act in an independent capacity and not as officers or employees of District. The District assumes no liability for the Service Provider's actions and performance, nor assumes responsibility for taxes, bonds, payments or other commitments, implied or explicit by or for the Service Provider. Service Provider shall not have authority to act as an agent on behalf of the District unless specifically authorized to do so in writing. Service Provider acknowledges that it is aware that because it is an independent contractor, District is making no deductions from its fee and is not contributing to any fund on its behalf. Service Provider disclaims the right to any fee or benefits except as expressly provided for in this Agreement.
8. **ADVICE OF COUNSEL.** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California.
9. **INDEPENDENT REVIEW.** Each party hereto declares and represents that in entering into this Agreement it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this Agreement is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent or attorney of any other party.

10. **INTEGRATION AND MODIFICATION.** This Agreement contains the entire Agreement between the parties and supersedes all prior negotiations, discussion, obligations and rights of the parties in respect of each other regarding the subject matter of this Agreement. There is no other written or oral understanding between the parties. No modifications, amendment or alteration of this Agreement shall be valid unless it is in writing and signed by the parties hereto.
11. **TERMINATION.** In addition to any other rights and remedies allowed by law, the Executive Director (President/CEO) of District may terminate this Agreement at any time with or without cause by giving thirty (30) days written notice to Service Provider of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall at the option of District be delivered by Service Provider to the Don L. Nay Port Administration Building (located at 3165 Pacific Highway, San Diego, California 92101). Termination of this Agreement by Executive Director (President/CEO) as provided in this paragraph shall release District from any further fee or claim hereunder by Service Provider other than the fee earned for services which were performed prior to termination but not yet paid. Said fee shall be calculated and based on the schedule as provided in this Agreement.
12. **DISPUTE RESOLUTION**
- a. If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and is not settled by direct negotiation or such other procedures as may be agreed, and if such dispute is not otherwise time barred, the parties agree to first try in good faith to settle the dispute amicably by mediation administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, prior to initiating any litigation or arbitration. Notice of any such dispute must be filed in writing with the other party within a reasonable time after the dispute has arisen. Any resultant Agreements

shall be documented and may be used as the basis for an amendment or directive as appropriate.

- b. If mediation is unsuccessful in settling all disputes that are not otherwise time barred, and if both parties agree, any still unresolved disputes may be resolved by arbitration administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, provided, however, that the Arbitration Award shall be non-binding and advisory only. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate. On demand of the arbitrator or any party to this Agreement, Sub-Service Provider and all parties bound by this arbitration provision agree to join in and become parties to the arbitration proceeding.
- c. The foregoing mediation and arbitration procedures notwithstanding, all claim filing requirements of the Agreement documents, the California Government Code, and otherwise, shall remain in full force and effect regardless of whether or not such dispute avoidance and resolution procedures have been implemented, and the time periods within which claims are to be filed or presented to the District Clerk as required by said Agreement, Government Code, and otherwise, shall not be waived, extended or tolled thereby. If a claim is not timely filed or presented, such claim shall be time barred and the above dispute avoidance and resolution procedures, whether or not implemented or then pending, shall likewise be time barred as to such claims.
13. **PAYMENT BY DISTRICT.** Payment by the District pursuant to this Agreement does not represent that the District has made a detailed examination, audit, or arithmetic verification of the documentation submitted for payment by the Service Provider, made an exhaustive inspection to check the quality or quantity of the services performed by the Service Provider, made an examination to ascertain how or for what purpose the Service Provider has used money previously paid on account by the District, or constitute a waiver of claims against the Service

Provider by the District. The District may in its sole discretion withhold payments or seek reimbursement from the Service Provider for expenses, miscellaneous charges, or other liabilities or increased costs incurred or anticipated by the District which are the fault of or as result of work performed or negligent conduct by or on behalf of the Service Provider. Upon five (5) day written notice to the Service Provider, the District shall have the right to estimate the amount of expenses, miscellaneous charges, or other liabilities or increased costs and to cause the Service Provider to pay the same; and the amount due the Service Provider under this Agreement or the whole or so much of the money due or to become due to the Service Provider under this Agreement as may be considered reasonably necessary by the District shall be retained by the District until such expenses, miscellaneous charges, or other liabilities or increased costs shall have been corrected or otherwise disposed of by the Service Provider at no expense to the District. If such expenses, miscellaneous charges, or other liabilities or increased costs are not corrected or otherwise disposed of at no expense to the District prior to completion date of the Agreement, the District is authorized to pay for such expenses, miscellaneous charges, or other liabilities or increased costs from the amounts retained as outlined above or to seek reimbursement of same from the Service Provider. It is the express intent of the parties to this Agreement to protect the District from loss because of conduct by or on behalf of the Service Provider.

14. **CAPTIONS.** The captions by which the paragraphs of this Agreement are identified are for convenience only and shall have no effect upon its interpretation.
15. **EXECUTIVE DIRECTOR'S SIGNATURE.** It is an express condition of this Agreement that said Agreement shall not be complete nor effective until signed by either the Executive Director (President/CEO) or Authorized Designee on behalf of the District and by Authorized Representative of the Service Provider.

- a. Submit all correspondence regarding this Agreement to:

Revekka Balancier  
 Marketing & Communications  
 San Diego Unified Port District  
 P.O. Box 120488  
 San Diego, CA 92112-0488  
 Tel. 619-686-6232  
 Email: [rbalancier@portofsandiego.org](mailto:rbalancier@portofsandiego.org)

- b. The Service Provider's Authorized Representative assigned below has the authority to authorize changes to the scope, terms and conditions of this Agreement:

Tracy Harrison  
 Midwest Television, Inc. dba KFMB Stations  
 7677 Engineer Road  
 San Diego, CA 92111  
 Tel. 858-495-9362  
 Email: [tharrison@kfmb.com](mailto:tharrison@kfmb.com)

- c. Written notification to the other party shall be provided, in advance, of changes in the name or address of the designated Authorized Representative.

**SAN DIEGO UNIFIED PORT DISTRICT**

  
 \_\_\_\_\_  
 Jenifer Barsell  
 Director, Marketing & Communications

**MIDWEST TELEVISION INC.  
 dba KFMB Stations**

  
 \_\_\_\_\_  
 Tracy Harrison  
 Account Executive 1-4-18

Approved as to form and legality:

GENERAL COUNSEL

  
 \_\_\_\_\_  
 By: Assistant/Deputy

A manually signed copy of this Agreement transmitted by email or any other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**ATTACHMENT A  
SCOPE OF SERVICES**

**San Diego Unified Port District**

**1. Overview**

Broadcast Radio Media vendor shall provide marketing, advertising, and promotional services to the District's full-service Marketing and Communications Department to support marketing campaigns, branding efforts, community outreach, public awareness and/or other marketing and communications projects. Vendor will be called upon to deliver media support on an as-needed basis in various areas including maritime, waterfront development, public safety, experiences, environment and other program areas. For each campaign the district will make available the details of the campaign including objective, timeframe and target demographics. Vendors will be selected for individual campaign based on the following process:

**a. Task 1: Campaign Proposals**

Submit a proposal for each marketing campaign vendor is interested in participating in based on tasks 2 through 6 utilizing the district's broadcast marketing proposal format (Attachment B). Stations may also submit additional documentation, any standard station proposal formats, and other supplemental information, however, the district's broadcast marketing proposal must accompany the submission as a cover sheet for each marketing campaign. The broadcast marketing proposal will include rates for all tasks below, specifying which options will be included, at which rates and amounts. Numbers of spots and ads, and rate amounts may vary for each proposal, but must remain locked once a proposal has been accepted and a task authorization has been signed. Selected stations with task authorizations will move forward with Tasks 2 through 7 below.

**b. Task 2: Broadcast Radio**

Vendor will run :10, :15, :30, and/or :60 on-air broadcast spots in support of the campaign with the goal of meeting the campaign objectives, delivering spots to the target demographics and running spots during the desired timeframe. Spots may be produced by the district or the vendor, and should be determined within each proposal. All broadcast spots must include pre-and post- analytics including GRPs, Reach, Frequency and gross impressions.

**c. Task 3: Digital Marketing Support**

Vendor will run online support including run :15, :30, :60 and/or :90 streaming spots, static and animated banner ads, pencil bar ads, sky scraper ads, website reskins or other online, mobile or digital options available. All digital advertising must include applicable pre-and post-analytics including page views, click-through-rates, and gross impressions.

**d. Task 4: Direct Marketing Support**

Where available, stations will run banner ads within regularly scheduled e-newsletters, dedicated e-blasts, or other direct marketing options offered by the station. All direct advertising must include applicable pre-and post-analytics including subscriber numbers, open rates, click-through-rates, and gross impressions.

**e. Task 5: Social Media Support**

Vendor will run social media support on available channels including Facebook, Twitter, Instagram, LinkedIn, and YouTube, tagging the Port's official social media channels, utilizing the campaign hashtags and distributing posts, photos, videos and links to expand the reach of the broadcast campaign. All social media support must include applicable pre-and post- analytics including fans, reach, engagement, clicks and gross impressions.

**f. Task 6: Added Value Promotion**

Station will include segment sponsorships, on-site remote broadcasts, on-air contesting, prize giveaways, social influencer opportunities, or other campaign support that will extend the reach of the campaign, deliver the target audience and meet the campaign objective. Special consideration will be given to creative proposals that align with the Port's mission, the campaign concept and further the key messages of the district. All added-value elements must include applicable pre-and post- analytics including gross impressions.

**g. Task 7: Campaign Analytics Wrap-up**

In order to demonstrate return-on investment, all campaign analytics must be turned in immediately following the campaign, utilizing the district's Campaign Analytics Wrap-Up form (Exhibit B). Every element of the campaign must include gross impressions with additional analytics relevant to the type of advertising as noted in each task.

**ATTACHMENT B  
COMPENSATION & INVOICING  
San Diego Unified Port District**

**1. COMPENSATION**

- a. For the satisfactory performance and completion of the services under this Agreement, District shall pay Service Provider compensation as set forth hereunder.
- (1) Service Provider shall be compensated and reimbursed by District on the basis of invoices submitted each month for services performed during the preceding month.
- (a) Each invoice shall include:
- Date service performed;  
Description of the service;  
Rate  
Total Amount
- i. Services shall be invoiced in accordance with the rates negotiated for each Task Authorization issued by the District.

**2. INVOICING**

- a. **Payment Documentation.** As a prerequisite to payment for services, Service Provider shall invoice District for services performed and for reimbursable expenses authorized by this Agreement, accompanied by such records, receipts and forms as required.
- b. Service Provider shall include the following information on each invoice submitted for payment by District, in addition to the information required in Section I, above:
- (1) Agreement No. 324-2017ND
- (2) If applicable, the Task Authorization(s) (TA) number being charged.
- (3) The following certification phrase, with printed name, title and signature of Service Provider's project manager or designated representative:
- "I certify under penalty of perjury that the above statement is just and correct according to the terms of Document No. 67727, and that payment has not been received."
- (4) Dates of service provided

- (5) Date of invoice
  - (6) A unique invoice number
- c. District shall, at its discretion, return to Service Provider, without payment, any invoice, which has been submitted without the above information and certification phrase.
- d. Invoices shall be mailed to the attention of: Revekka Balancier, Marketing & Communications, P.O. Box 120488, San Diego Unified Port District, San Diego, CA 92112-0488.
- e. Should District contest any portion of an invoice, that portion shall be held for resolution, but the uncontested balance shall be processed for payment. District may, at any time, conduct an audit of any and all records kept by Service Provider for the Services. Any overpayment discovered in such an audit may be charged against the Service Provider's future invoices and any retention funds.
- f. Service Provider shall submit all invoices within thirty (30) days of completion of work represented by the request and within sixty (60) days of incurring costs to be reimbursed under the Agreement. Payment will be made to Service Provider within thirty (30) days after receipt by District of a proper invoice.

**EXHIBIT A  
TASK AUTHORIZATION FORM  
San Diego Unified Port District**



**(DEPARTMENT NAME)**

*San Diego Unified Port District  
P.O. Box 120488  
San Diego, CA 92112-0488  
(619) 686-\_\_\_\_  
Fax (619) 725-\_\_\_\_*

**TASK AUTHORIZATION NO. \_**

(Date)

(Name)

(Title)

(Name of Company)

(Address)

(City, State, Zip)

Email:

**Subject: Task Authorization for Agreement No. \_-20\_**  
(Agreement Title)

You are authorized to proceed with the services described in this correspondence, in an amount not to exceed \$\_\_\_\_\_. This Task Authorization is in accordance with the terms of the subject agreement. **Please cite TA #\_** on invoice(s) for this Task.

**TASK DESCRIPTION**

1. Requestor:		4. Task Start Date:	
2. Date of Request:		5. Task End Date:	
3. Task Budget:	\$		
7. Task Title:			

8. Scope of Services.

9. Please acknowledge acceptance of this Task Authorization by signing below and returning via email to \_\_\_\_\_@portofsandiego.org.

**APPROVALS**

**Service Provider:**

**District Representative:**

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

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

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

**Manager:**

**Director:**

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

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

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

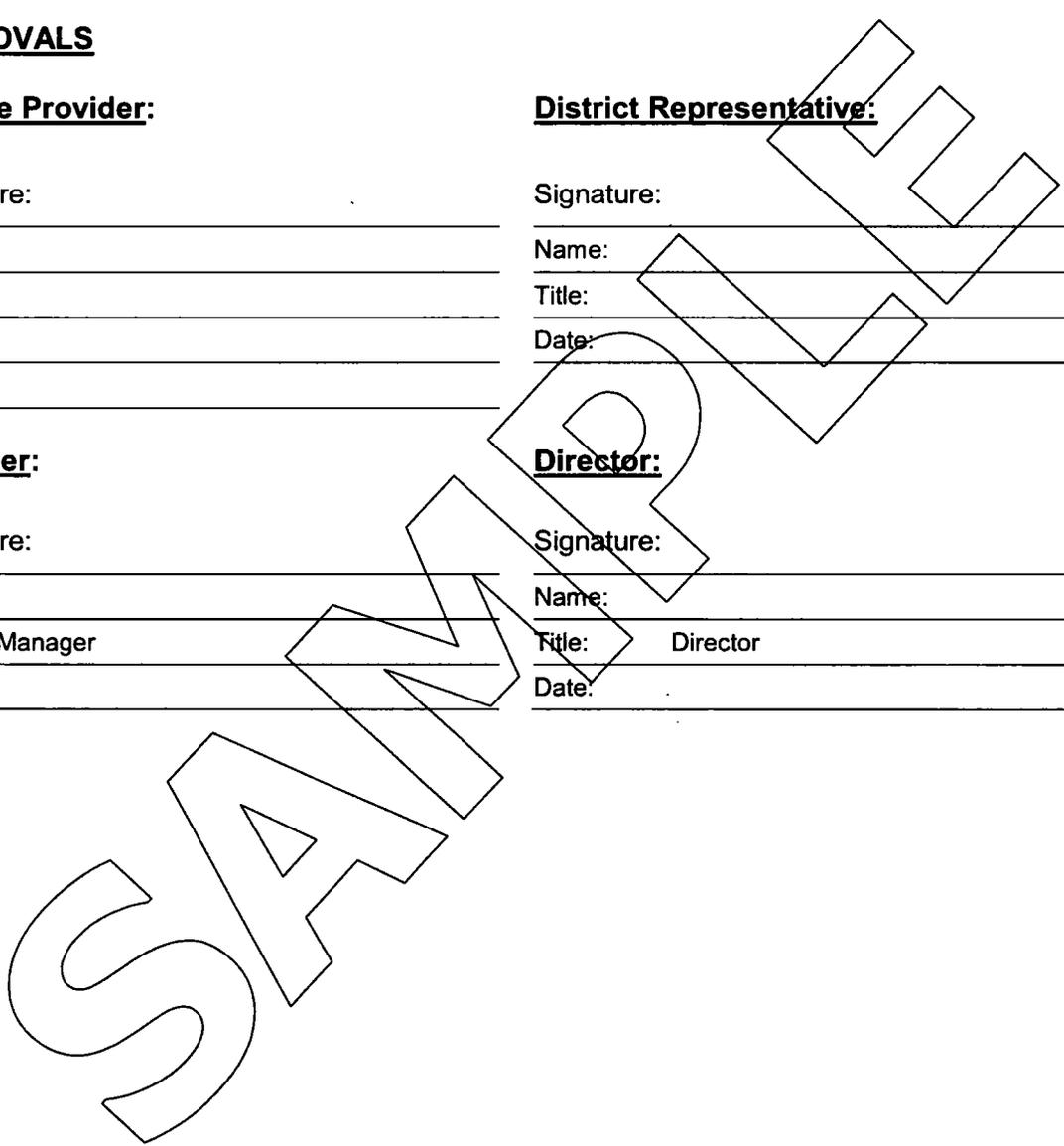
Name: \_\_\_\_\_

Title: Manager

Title: Director

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

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



## EXHIBIT B POST-CAMPAIGN ANALYTICS FORM San Diego Unified Port District



MARKETING & COMMUNICATIONS: POST-CAMPAIGN ANALYTICS FORM

CAMPAIGN: \_\_\_\_\_  
 MEDIA OUTLET: \_\_\_\_\_

BROADCAST POST CAMPAIGN ANALYTICS WRAP-UP								
DATE	TIME	PROGRAM	LENGTH	SPOTS #	GROSS RATING %	ESTIMATED IMPRESSIONS (000)	ACTUAL IMPRESSIONS(000)	COST
2/8/2018	8P-12A	PROGRAM X	:30	XX	XX	XX	XX	XX
							TOTAL :30 SECOND SPOTS	XXX
							TOTAL :15 SECOND SPOTS	XXX
							TOTAL ESTIMATED IMPRESSIONS	XXX
							TOTAL ACTUAL IMPRESSIONS	XXX
							TOTAL VS ACTUAL IMPRESSIONS	XXX
							BUDGET	XXX
							CPM (cost per thousand)	XXX

DIGITAL POST CAMPAIGN ANALYTICS WRAP-UP								
DATES	PLATFORM	CREATIVE	FREQUENCY	# OF CLICKS	CTR	ESTIMATED IMPRESSIONS (000)	ACTUAL IMPRESSIONS(000)	cpm
2/8/2018	Website	RDS Banner Ads	XX	XX	XX	XX	XX	XX
	Website	Homepage Takeover						
	Geo-Fencing	GIF /Video/Landing Page						
							TOTAL ESTIMATED IMPRESSIONS	XXX
							TOTAL ACTUAL IMPRESSIONS	XXX
							TOTAL VS ACTUAL IMPRESSIONS	XXX
							BUDGET	XXX
							CPM (cost per thousand)	XXX

DIRECT MARKETING POST CAMPAIGN ANALYTICS WRAP-UP										
DATES	PLATFORM	CREATIVE	# OF SUBSCRIBERS	OPENS	OPEN RATE	CLICKS	CTR	ESTIMATED IMPRESSIONS (000)	ACTUAL IMPRESSIONS(000)	cpm
2/8/2018	E-Newsletter	Header Banner	XX	XX	XX		XX	XX	XX	XX
	E-Newsletter	Banner Ad								
	Dedicated	E-Blast								
									TOTAL ESTIMATED IMPRESSIONS	XXX
									TOTAL ACTUAL IMPRESSIONS	XXX
									TOTAL VS ACTUAL IMPRESSIONS	XXX
									BUDGET	XXX
									CPM (cost per thousand)	XXX

SOCIAL MEDIA POST CAMPAIGN ANALYTICS WRAP-UP										
DATES	PLATFORM	# OF FOLLOWERS	# OF CAMPAIGN POSTS	COMBINED REACH	COMBINED CLICKS	COMBINED ENGAGEMENT	CTR	ESTIMATED IMPRESSIONS (000)	ACTUAL IMPRESSIONS(000)	cpm
2/8/2018	Facebook	XXX	XXX	XX	XX	XX	XX	XX	XX	XX
2/10/2018	Instagram	XXX	XXX	XX	XX	XX	XX	XX	XX	XX
									TOTAL ESTIMATED IMPRESSIONS	XXX
									TOTAL ACTUAL IMPRESSIONS	XXX
									TOTAL VS ACTUAL IMPRESSIONS	XXX
									BUDGET	XXX
									CPM (cost per thousand)	XXX

ADDED VALUE ANALYTICS					
DATE	DESCRIPTION	ESTIMATED IMPRESSIONS (000)	ACTUAL IMPRESSIONS(000)	COST	
2/8/2018	DETAILS	XXX	XX	XX	
				TOTAL ESTIMATED IMPRESSIONS	XXX
				TOTAL ACTUAL IMPRESSIONS	XXX
				TOTAL VS ACTUAL IMPRESSIONS	XXX
				BUDGET	XXX
				CPM (cost per thousand)	XXX

**RESOLUTION 2018-012**

**RESOLUTION WAIVING BPC POLICY NO. 110 SECTION II (D) (1) COMPETITIVE BIDDING REQUIREMENTS AND AUTHORIZING EIGHT MEDIA AGREEMENTS FOR AS-NEEDED DISTRICT MARKETING AND OUTREACH CAMPAIGNS TO SUPPORT VARIOUS LINES OF BUSINESS AND PUBLIC OUTREACH GOALS IN A TOTAL AMOUNT NOT TO EXCEED \$900,000 FROM FEBRUARY 1, 2018 THROUGH JUNE 30, 2023 WITH THE FOLLOWING LOCAL RADIO MEDIA ADVERTISING SERVICE PROVIDERS:**

- **BROADCAST COMPANY OF THE AMERICAS**
- **CBS RADIO**
- **IHEARTMEDIA**
- **LOCAL MEDIA SAN DIEGO**
- **MIDWEST TV, INC.**
- **SAN DIEGO STATE UNIVERSITY**
- **UNIRADIO CORPORATION**
- **UNIVISION RADIO**

**WHEREAS**, the San Diego Unified Port District ("District") is a public corporation created by the Legislature in 1962 pursuant to Harbors and Navigation Code Appendix I; and

**WHEREAS**, the Board of Port Commissioners (BPC) adopted BPC Policy No. 110 to establish a policy governing the processing and administration of public projects, consulting and service agreements, the purchasing of supplies, materials and equipment, and grants; and

**WHEREAS**, with the launch of the new brand in 2017, the Marketing & Communications department has been working on a new integrated marketing, communications and branding strategy which includes not only the District's new logo and master brand messaging, but the five sub-brands and accompanying marketing campaigns for the various lines of business that fall within each of those focus areas; and

**WHEREAS**, this renewed focus on public outreach has allowed the District to begin working with local media more directly, however, it has also brought to light several obstacles that limit the District's ability to work with the broadcast media on the wide variety of marketing campaigns the District implements; and

2018-012

**WHEREAS**, the Marketing & Communications team has worked collaboratively with Procurement to come up with a creative solution that will allow the District to work with the local broadcast media, meet the District's business objectives, comply with the District's competitive selection requirements, and still allow for the flexibility in targeting and timing needed in the media industry; and

**WHEREAS**, in partnership with the District's Procurement Department, the Marketing & Communications Department has created a competitive selection process using task authorization awards; and

**WHEREAS**, this process requires a waiver of BPC Policy No. 110 Section II (D) (1), requiring a competitive selection process for local radio media buys in advance of awarding advertising agreements, and instead the District will award on-call, as-needed, agreements to all major local television and radio media outlets as part of a local media pool; and

**WHEREAS**, the District will meet the competitive selection requirement by implementing a proposal process for each marketing and advertising campaign in order to award task authorizations for individual buys.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Port Commissioners of the San Diego Unified Port District (BPC), waives BPC Policy No. 110, Section II (D) (1) and direct as follows:

That the Executive Director and/or her designated representative is hereby authorized on behalf of the District to enter into media agreements between the District, Broadcast Company of the Americas; CBS Radio; IHeartMedia; Local Media San Diego; Midwest TV, Inc.; San Diego State University; UniRadio Corporation; and Univision Radio, respectively, for competitive bidding requirements, through a proposal process for each marketing and advertising campaign, by way of radio media agreements for a total not to exceed \$900,000, from February 1, 2018 through June 30, 2023.

APPROVED AS TO FORM AND LEGALITY:

GENERAL COUNSEL



By: Assistant/Deputy

2018-012

PASSED AND ADOPTED by the Board of Port Commissioners of the San Diego Unified Port District, this 9<sup>th</sup> day of January 2018, by the following vote:

AYES: Bonelli, Castellanos, Malcolm, Merrifield, Moore, and Valderrama

NAYS: None.

EXCUSED: Zucchet

ABSENT: None.

ABSTAIN: None.



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Rafael Castellanos, Chairman  
Board of Port Commissioners

ATTEST:



Donna Morales  
District Clerk



(Seal)



# San Diego Unified Port District

Item No. 14B

**File #:**2017-0589

**DATE:** January 9, 2018

**SUBJECT:**

A) RESOLUTION WAIVING BPC POLICY NO. 110 SECTION II (D)(1) COMPETITIVE BIDDING REQUIREMENTS AND AUTHORIZING SEVEN MEDIA AGREEMENTS FOR AS-NEEDED DISTRICT MARKETING AND OUTREACH CAMPAIGNS TO SUPPORT VARIOUS LINES OF BUSINESS AND PUBLIC OUTREACH GOALS IN A TOTAL AMOUNT NOT TO EXCEED \$1,200,000 FROM FEBRUARY 1, 2018 THROUGH JUNE 30, 2023 WITH THE FOLLOWING LOCAL TELEVISION MEDIA ADVERTISING SERVICE PROVIDERS:

- SCRIPPS MEDIA, INC. DBA KGTV
- TRIBUNE MEDIA COMPANY DBA KSWB
- ENTRAVISION DBA KBNT
- STATION VENTURE OPERATIONS, LP DBA KNSD
- MIDWEST TELEVISION, INC. DBA KFMB
- ENERGY COMMUNICATIONS CORPORATION DBA XEWT
- MCKINNON BROADCASTING COMPANY DBA KUSI

B) RESOLUTION WAIVING BPC POLICY NO. 110 SECTION II (D)(1) COMPETITIVE BIDDING REQUIREMENTS AND AUTHORIZING EIGHT MEDIA AGREEMENTS FOR AS-NEEDED DISTRICT MARKETING AND OUTREACH CAMPAIGNS TO SUPPORT VARIOUS LINES OF BUSINESS AND PUBLIC OUTREACH GOALS IN A TOTAL AMOUNT NOT TO EXCEED \$900,000 FROM FEBRUARY 1, 2018 THROUGH JUNE 30, 2023 WITH THE FOLLOWING LOCAL RADIO MEDIA ADVERTISING SERVICE PROVIDERS:

- CITICASTERS CO. DBA IHEART
- LOCAL MEDIA SAN DIEGO, LLC
- UNIVISION RADIO SAN DIEGO, INC.
- BROADCAST COMPANY OF THE AMERICA'S, LLC
- ENTERCOM COMMUNICATIONS CORP.
- MIDWEST TELEVISION, INC. DBA KFMB STATIONS
- SAN DIEGO STATE UNIVERSITY FOUNDATION DBA KPBS
- UNIRADIO CORP.

**EXECUTIVE SUMMARY:**

A) Section A is a request to waive Board of Port Commissioners (BPC) Policy No. 110 Section II (D)(1) to authorize on-call, as-needed agreements with seven local television media advertising service providers for various District branding, marketing and outreach campaigns

**File #:2017-0589**

in a total amount not to exceed \$1,200,000 from February 1, 2018 through June 30, 2023. Each service provider will submit proposals for individual marketing campaigns to support various lines of business, and public outreach goals, and task authorizations will be awarded based on the station's ability to meet the campaign objectives, deliver the target audience and provide competitive rates based on the proposal submission.

- B) Section B is a request to waive BPC Policy No. 110 Section II (D)(1) to authorize on-call, as-needed agreements with eight local radio media advertising service providers for various Port branding, marketing and outreach campaigns in a total amount not to exceed \$900,000 from February 1, 2018 through June 30, 2023. Each service provider will submit proposals for individual marketing campaigns to support various lines of business, and public outreach goals, and task authorizations will be awarded based on the station's ability to meet the campaign objectives, deliver the target audience and provide competitive rates based on the proposal submission.

**RECOMMENDATION:**

- A) Adopt a resolution waiving Board of Port Commissioners Policy No. 110 Section II (D)(1) and authorizing seven television broadcast media agreements in a total amount not to exceed \$1,200,000 from February 1, 2018 through June 30, 2023 with the following organizations:
- SCRIPPS MEDIA, INC. DBA KGTV
  - TRIBUNE MEDIA COMPANY DBA KSWB
  - ENTRAVISION DBA KBNT
  - STATION VENTURE OPERATIONS, LP DBA KNSD
  - MIDWEST TELEVISION, INC. DBA KFMB
  - ENERGY COMMUNICATIONS CORPORATION DBA XEWT
  - MCKINNON BROADCASTING COMPANY DBA KUSI
- B) Adopt a resolution waiving Board of Port Commissioners Policy No. 110 Section II (D)(1) and authorize eight radio broadcast media agreements in a total amount no to exceed \$900,000 from February 1, 2018 through June 30, 2023 with the following organizations:
- CITICASTERS CO. DBA IHEART
  - LOCAL MEDIA SAN DIEGO, LLC
  - UNIVISION RADIO SAN DIEGO, INC.
  - BROADCAST COMPANY OF THE AMERICA'S, LLC
  - ENTERCOM COMMUNICATIONS CORP.
  - MIDWEST TELEVISION, INC. DBA KFMB STATIONS
  - SAN DIEGO STATE UNIVERSITY FOUNDATION DBA KPBS
  - UNIRADIO CORP.

**FISCAL IMPACT:**

Approval of all 15 contracts will create a combined as-needed broadcast media buying pool with a budget of up to \$2.1 million over six fiscal years, through June 30, 2023. The approved FY 2018

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budget includes funds in the non-personnel expense appropriation within the Marketing and Communications cost center. Funds needed for future fiscal years will be budgeted for in the appropriate fiscal year and cost account subject to Board approval upon adoption of each fiscal year's budget.

All expenditures will be in support of individual marketing campaigns as directed by the appointing authority, in alignment with the approved annual budget. The District may, at its discretion, not use all funds in the pool for broadcast media purposes, depending on the media buying strategy needed to deliver the target audience for each marketing campaign.

**COMPASS STRATEGIC GOALS:**

A forward-thinking local media buying process will allow the Port to deliver on multiple Compass Strategic Plan goals as listed below by updating the Port's image in the community, helping build credibility with the public and stakeholders, and ultimately contributing to revenue generation as an integral part of the business model.

- A thriving and modern maritime seaport
- A Port that the public understands, trusts and values
- A vibrant waterfront destination where residents and visitors converge
- A Port with an innovative and motivated workforce
- A financially sustainable Port that drives regional job creation and regional economic vitality

**DISCUSSION:****Purpose:**

With the launch of the new brand in 2017, the Marketing & Communications department has been working on a new integrated marketing, communications and branding strategy which includes not only the Port's new logo and master brand messaging, but the five sub-brands and accompanying marketing campaigns for the various lines of business that fall within each of those focus areas.

This renewed focus on public outreach has allowed the District to begin working with local media more directly; however, it has also brought to light several obstacles that limit the district's ability to work with the broadcast media on the wide variety of marketing campaigns the District implements. The Marketing & Communications team has worked collaboratively with Procurement to come up with a creative solution that will allow the District to work with the local broadcast media, meet the District's business objectives, comply with the District's competitive selection requirements, and still allow for the flexibility in targeting and timing needed in the media industry.

**Media Buying Challenges:**

A brief summary of several of the challenges the department aims to solve with this process are listed below.

- **Variable Campaign Audiences** - Each sub-brand, line of business and marketing campaign has a unique set of objectives, messages and target audiences as varied as the industries

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they represent. The team works with the subject matter experts in the program areas to develop each campaign and define a highly targeted audience. Using a traditional RFP process where a limited number of contractors are selected for media buying purposes would, in effect, limit the District's ability to deliver the target audience that is the best match for each campaign.

- **Variable Media Audiences** - The audiences of each of the local broadcast media outlets are not a static and continuous block of the same listeners and viewers, but rather a fluid and dynamic group of ever-changing audiences that differ over dayparts, over seasons, and over time. Rating systems allow advertisers to have the latest information about audiences' media usage habits, so it is important that the District has the flexibility to use the most current information available, rather than the information used at the time of an RFP, which may be months to years prior to a current campaign.
- **Variable Media Rates** - Local broadcast media rates normally fluctuate depending not only on ratings, but also, availability and multi-media packaging. The traditional RFP process would limit the District's ability to negotiate package rates for each campaign and may work against the District if locked in to a rate table based on previous ratings period that are no longer applicable.
- **Short Time-Frames** - For many of the district's long-term campaigns such as cargo and cruise, trade industry specific publications have long lead times and make it possible to plan in advance with our annual budget cycle. Local media campaigns are generally much more succinct in nature, such as promoting a specific event, aligning with a specific promotional opportunity, or making a focused media marketing effort during a concise period. The fast-paced nature of the media industry is in contrast with the traditional RFP process and would inhibit the District's ability to take advantage of many media leveraging opportunities.

**Solution:**

In partnership with the District's Procurement Department, the Marketing & Communications Department has created a competitive selection process using task authorization awards. This process requires a waiver of BPC Policy No. 110 Section II (D)(1) requiring a competitive selection process for local television and radio media buys in advance of awarding advertising agreements. Instead the District will award on-call as-needed agreements to all major local television and radio media outlets as part of a local media pool. The District will meet the competitive selection requirement by implementing a proposal process for each marketing and advertising campaign in order to award task authorizations for individual buys.

For each marketing campaign that contemplates inclusion of broadcast media, the Marketing & Communications Department would embark on the process below to meet the competitive selection requirements in place of the RFP.

- **Competitive Process** - For each marketing campaign all vendors in the broadcast media pool will be notified of the opportunity to submit a proposal for a general Port of San Diego outreach project, or a specific sub-brand campaign within maritime, waterfront development, public safety, experiences, or environment. For each campaign the district will make available the

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details of the campaign including the campaign objective, the promotional timeframe and the target audience including demographics and psychographics. The broadcast marketing proposal will include rates for all tasks specifying which options will be included, at which rates and amounts. Numbers of spots and ads, and rate amounts, may vary for each proposal, but must remain locked once a proposal has been accepted and a task authorization has been signed.

- **Proposals** - All proposals must be submitted with the following information included in order to allow the District to evaluate all submissions using the same criteria. Each section must include rates in order to calculate the cost-per-thousand (CPM) for each outlet and for each type of media beyond broadcast to create comprehensive multi-media campaigns.
  - **Broadcast** - Number of broadcast spots, lengths, dayparts, ratings, reach, frequency, estimated target audience impressions, and estimated gross impressions.
  - **Digital** - Number of streaming spots, lengths, estimated views, inclusion of online banner ads and mobile advertising, estimated page views, average click-through-rates and estimated gross impressions.
  - **Direct Marketing** - Number of banner ads within e-newsletters, number of dedicated e-blasts, number of subscribers, average open rates, average click-through rates and estimated gross impressions.
  - **Social Media** - Number of campaign specific posts tagging the District on specific social media channels including Facebook, Twitter, Instagram, and LinkedIn, and number of subscribers on each channel.
  - **Added Value** - Stations will have the opportunity to include any other campaign support including on-screen tags or snipes, segment sponsorships, audio mentions, on-site remote broadcasts, or other campaign specific creative options.
  
- **Selection and Task Authorization** - Using the information above, combined with the ability of the station to deliver the target audience, the ability to agree upon a rate structure within budget and the overall objectives of the campaign, the Marketing & Communications Department will notify all submitting vendors of the task authorization award and move forward with the media buy as outlined in the proposal.
  
- **Analytics** - At the conclusion of each campaign, the selected vendor will be required to submit a post-campaign analytics form with actual impressions and CPM for all elements of the campaign. The analysis will be combined with all other elements of the marketing campaign such as out-of-home media, print, events, direct marketing, owned media channels or other avenues to evaluate the effectiveness of each campaign as well as the performance of each media outlet. The information will be used to refine future campaigns.

**General Counsel's Comments:**

The Office of the General Counsel has approved the above listed media agreements as to form and legality.

**Environmental Review:**

The proposed Board action does not constitute a "project" under the definition set forth in California

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Environmental Quality Act (CEQA) Guidelines Section 15378 because it will not have a potential to result in a direct or indirect physical change in the environment and is, therefore, not subject to CEQA. No further action under CEQA is required.

In addition, the proposed Board action allows for the District to implement its obligation under the Port Act. The Port Act was enacted by the California Legislature and is consistent with the Public Trust Doctrine. Consequently, the proposed Board action is consistent with the Public Trust Doctrine.

Finally, the proposed Board action does not allow for “development,” as defined in Section 30106 of the California Coastal Act, or “new development,” pursuant to Section 1.a. of the District’s Coastal Development Permit Regulations. Therefore, issuance of a Coastal Development Permit or exclusion is not required.

**Equal Opportunity Program:**

Not applicable.

**PREPARED BY:**

Revekka Balancier  
Manager, Marketing and Communications

Attachment A: SCRIPPS MEDIA, INC. DBA KGTV  
Attachment B: TRIBUNE MEDIA COMPANY DBA KSWB  
Attachment C: ENTRAVISION DBA KBNT  
Attachment D: STATION VENTURE OPERATIONS, LP DBA KNSD  
Attachment E: MIDWEST TELEVISION, INC. DBA KFMB  
Attachment F: ENERGY COMMUNICATIONS CORPORATION DBA XEWT  
Attachment G: MCKINNON BROADCASTING COMPANY DBA KUSI  
Attachment H: CITICASTERS CO. DBA IHEART  
Attachment I: LOCAL MEDIA SAN DIEGO, LLC  
Attachment J: UNIVISION RADIO SAN DIEGO, INC.  
Attachment K: BROADCAST COMPANY OF THE AMERICA’S, LLC  
Attachment L: ENTERCOM COMMUNICATIONS CORP.  
Attachment M: MIDWEST TELEVISION, INC. DBA KFMB STATIONS  
Attachment N: SAN DIEGO STATE UNIVERSITY FOUNDATION DBA KPBS  
Attachment O: UNIRADIO CORP.

**AGREEMENT BETWEEN  
SAN DIEGO UNIFIED PORT DISTRICT  
and  
SCRIPPS MEDIA, INC.  
dba  
KGTU  
for  
AS-NEEDED TELEVISION MEDIA MARKETING SERVICES  
AGREEMENT NO. 288-2017ND**

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and SCRIPPS MEDIA, INC. dba KGTU, an Ohio Corporation (Service Provider). The parties agree to the following:

1. **SCOPE OF SERVICES.** Service Provider shall provide services to satisfactorily comply with Attachment A, Scope of Services, attached hereto and incorporated herein, as requested by District. Service Provider shall keep the Executive Director of the District or their designated representative informed of the progress of said services at all times.
  - a. **As-Needed Services**
    - (1) Service Provider is aware that the services to be provided under this Agreement are on an as-needed basis as determined by the District. Service Provider may or may not receive a request to provide such services, and Service Provider may not receive the maximum expenditure of funds allocated for these services. No work or services will be performed until a task authorization has been signed by the District Representative.
    - (2) Service Provider shall furnish all technical and professional labor, and materials to satisfactorily comply with Attachment A: Scope of Services as requested by District by issuance of specific Task Authorization and agreed to by Service Provider.
    - (3) Services rendered under this Agreement shall be undertaken by Service Provider only upon issuance of a Task Authorization (TA)

for said services, in the format as shown in the attached Exhibit A, attached hereto and incorporated herein. A Task Authorization shall not be considered effective until the Task Authorization has been signed by the District's designated representative.

2. **TERM OF AGREEMENT.** This Agreement shall commence on February 1, 2018 and shall terminate on June 30, 2023, subject to earlier termination as provided below.
  
3. **COMPENSATION.** For performance of services rendered pursuant to this Agreement and as further described in Attachment B, Compensation and Invoicing, attached hereto and incorporated herein; District shall compensate Service Provider based on the following, subject to the limitation of the maximum expenditure provided herein:
  - a. **Maximum Expenditure.** The aggregate amount under this Agreement with Service Provider and agreement with Tribune Media Company dba KSWB, District Clerk Document No. \_\_\_\_\_, Entravision Communications Corporation dba KBNT-TV, District Clerk Document No. \_\_\_\_\_, Station Venture Operations, LP dba KNSD-TV, District Clerk Document No. \_\_\_\_\_, Midwest Television, Inc. dba KFMB Stations, District Clerk Document No. \_\_\_\_\_, Energy Communications Corporation dba XEWT, District Clerk Document No. \_\_\_\_\_, and McKinnon Broadcasting Company dba KUSI, District Clerk Document No. \_\_\_\_\_, shall not exceed \$1,200,000.00. Said expenditure shall include without limitation all sums, charges, reimbursements, costs and expenses provided for herein. Service Provider shall not be required to perform further services after compensation has been expended. In the event that the Service Provider anticipates the need for services in excess of the maximum Agreement amount, the District shall be notified in writing immediately. District must approve an a mendment to this Agreement before additional fees and costs are incurred,

4. **COMPLIANCE**

- a. In performance of this Agreement, Service Provider and Service Provider's Sub-Service Providers shall comply with the California Fair Employment and Housing Act, the American with Disabilities Act, and all other applicable federal, state, and local laws prohibiting discrimination, including without limitation, laws prohibiting discrimination because of age, ancestry, color, creed, denial of family and medical care leave, disability, marital status, medical condition, national origin, race, religion, sex, or sexual orientation. Service Provider shall comply with the prevailing wage provisions of the Labor Code, and the Political Reform Act provisions of the Government Code, as applicable.
- b. Service Provider shall comply with all Federal, State, regional and local laws, and di strict Ordinances and Regulations applicable to the performance of services under this Agreement as exist now or as may be added or amended.

5. **INDEPENDENT ANALYSIS.** Service Provider shall provide the services required by this Agreement and arrive at conclusions with respect to the rendition of information, advice or recommendations, independent of the control and direction of District, other than normal contract monitoring provided, however, Service Provider shall possess no authority with respect to any District decision.

6. **ASSIGNMENT.** This is a personal services Agreement between the parties and Service Provider shall not assign or transfer voluntarily or involuntarily any of its rights, duties, or obligations under this Agreement without the express written consent of District in each instance.

7. **INDEPENDENT CONTRACTOR.** Service Provider and any agent or employee of Service Provider shall act in an independent capacity and not as officers or employees of District. The District assumes no liability for the Service Provider's actions and performance, nor assumes responsibility for taxes, bonds, payments

or other commitments, implied or explicit by or for the Service Provider. Service Provider shall not have authority to act as an agent on behalf of the District unless specifically authorized to do so in writing. Service Provider acknowledges that it is aware that because it is an independent contractor, District is making no deductions from its fee and is not contributing to any fund on its behalf. Service Provider disclaims the right to any fee or benefits except as expressly provided for in this Agreement.

8. **ADVICE OF COUNSEL.** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California.
9. **INDEPENDENT REVIEW.** Each party hereto declares and represents that in entering into this Agreement it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this Agreement is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent or attorney of any other party.
10. **INTEGRATION AND MODIFICATION.** This Agreement contains the entire Agreement between the parties and supersedes all prior negotiations, discussion, obligations and rights of the parties in respect of each other regarding the subject matter of this Agreement. There is no other written or oral understanding between the parties. No modifications, amendment or alteration of this Agreement shall be valid unless it is in writing and signed by the parties hereto.

11. **TERMINATION.** In addition to any other rights and remedies allowed by law, the Executive Director (President/CEO) of District may terminate this Agreement at any time with or without cause by giving thirty (30) days written notice to Service Provider of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall at the option of District be delivered by Service Provider to the Don L. Nay Port Administration Building (located at 3165 Pacific Highway, San Diego, California 92101). Termination of this Agreement by Executive Director (President/CEO) as provided in this paragraph shall release District from any further fee or claim hereunder by Service Provider other than the fee earned for services which were performed prior to termination but not yet paid. Said fee shall be calculated and based on the schedule as provided in this Agreement.

12. **DISPUTE RESOLUTION**

- a. If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and is not settled by direct negotiation or such other procedures as may be agreed, and if such dispute is not otherwise time barred, the parties agree to first try in good faith to settle the dispute amicably by mediation administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, prior to initiating any litigation or arbitration. Notice of any such dispute must be filed in writing with the other party within a reasonable time after the dispute has arisen. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate.
- b. If mediation is unsuccessful in settling all disputes that are not otherwise time barred, and if both parties agree, any still unresolved disputes may be resolved by arbitration administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, provided, however, that the Arbitration Award shall

be non-binding and advisory only. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate. On demand of the arbitrator or any party to this Agreement, Sub-Service Provider and all parties bound by this arbitration provision agree to join in and become parties to the arbitration proceeding.

- c. The foregoing mediation and arbitration procedures notwithstanding, all claim filing requirements of the Agreement documents, the California Government Code, and otherwise, shall remain in full force and effect regardless of whether or not such dispute avoidance and resolution procedures have been implemented, and the time periods within which claims are to be filed or presented to the District Clerk as required by said Agreement, Government Code, and otherwise, shall not be waived, extended or tolled thereby. If a claim is not timely filed or presented, such claim shall be time barred and the above dispute avoidance and resolution procedures, whether or not implemented or then pending, shall likewise be time barred as to such claims.

13. **PAYMENT BY DISTRICT.** Payment by the District pursuant to this Agreement does not represent that the District has made a detailed examination, audit, or arithmetic verification of the documentation submitted for payment by the Service Provider, made an exhaustive inspection to check the quality or quantity of the services performed by the Service Provider, made an examination to ascertain how or for what purpose the Service Provider has used money previously paid on account by the District, or constitute a waiver of claims against the Service Provider by the District. The District may in its sole discretion withhold payments or seek reimbursement from the Service Provider for expenses, miscellaneous charges, or other liabilities or increased costs incurred or anticipated by the District which are the fault of or as result of work performed or negligent conduct by or on behalf of the Service Provider. Upon five (5) day written notice to the Service Provider, the District shall have the right to estimate the amount of expenses, miscellaneous charges, or other liabilities or increased costs and to cause the Service Provider to pay the same; and the amount due the Service

Provider under this Agreement or the whole or so much of the money due or to become due to the Service Provider under this Agreement as may be considered reasonably necessary by the District shall be retained by the District until such expenses, miscellaneous charges, or other liabilities or increased costs shall have been corrected or otherwise disposed of by the Service Provider at no expense to the District. If such expenses, miscellaneous charges, or other liabilities or increased costs are not corrected or otherwise disposed of at no expense to the District prior to completion date of the Agreement, the District is authorized to pay for such expenses, miscellaneous charges, or other liabilities or increased costs from the amounts retained as outlined above or to seek reimbursement of same from the Service Provider. It is the express intent of the parties to this Agreement to protect the District from loss because of conduct by or on behalf of the Service Provider.

14. **CAPTIONS.** The captions by which the paragraphs of this Agreement are identified are for convenience only and shall have no effect upon its interpretation.
15. **EXECUTIVE DIRECTOR'S SIGNATURE.** It is an express condition of this Agreement that said Agreement shall not be complete nor effective until signed by either the Executive Director (President/CEO) or Authorized Designee on behalf of the District and by Authorized Representative of the Service Provider.
  - a. Submit all correspondence regarding this Agreement to:

Revekka Balancier  
Marketing & Communications  
San Diego Unified Port District  
P.O. Box 120488  
San Diego, CA 92112-0488  
Tel. 619-686-6232  
Email: [rbalancier@portofsandiego.org](mailto:rbalancier@portofsandiego.org)

- b. The Service Provider's Authorized Representative assigned below has the authority to authorize changes to the scope, terms and conditions of this Agreement:

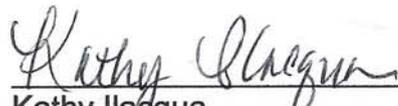
Kathy Ilacqua  
 Scripps Media, Inc. dba KGTV  
 4600 Air Way  
 San Diego, CA 92102  
 Tel. 619-237-6265  
 Email: [Kathleen.ilacqua@10news.com](mailto:Kathleen.ilacqua@10news.com)

- c. Written notification to the other party shall be provided, in advance, of changes in the name or address of the designated Authorized Representative.

**SAN DIEGO UNIFIED PORT DISTRICT**

**SCRIPPS MEDIA, INC. dba KGTV**

\_\_\_\_\_  
 Jenifer Barsell  
 Director, Marketing & Communications

  
 \_\_\_\_\_  
 Kathy Ilacqua  
 Account Executive

Approved as to form and legality:  
 GENERAL COUNSEL

\_\_\_\_\_  
 By: Assistant/Deputy

A manually signed copy of this Agreement transmitted by email or any other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

## ATTACHMENT A SCOPE OF SERVICES

### San Diego Unified Port District

#### 1. Overview

Broadcast Television Media vendor shall provide marketing, advertising, and promotional services to the District's full-service Marketing and Communications Department to support marketing campaigns, branding efforts, community outreach, public awareness and/or other marketing and communications projects. Vendor will be called upon to deliver media support on an as-needed basis in various areas including maritime, waterfront development, public safety, experiences, environment and other program areas. For each campaign the district will make available the details of the campaign including objective, timeframe and target demographics. Vendors will be selected for individual campaign based on the following process:

##### a. Task 1: Campaign Proposals

Submit a proposal for each marketing campaign vendor is interested in participating in based on tasks 2 through 6 utilizing the district's broadcast marketing proposal format (Attachment B). Stations may also submit additional documentation, any standard station proposal formats, and other supplemental information, however, the district's broadcast marketing proposal must accompany the submission as a cover sheet for each marketing campaign. The broadcast marketing proposal will include rates for all tasks below, specifying which options will be included, at which rates and amounts. Numbers of spots and ads, and rate amounts may vary for each proposal, but must remain locked once a proposal has been accepted and a task authorization has been signed. Selected stations with task authorizations will move forward with Tasks 2 through 7 below.

##### b. Task 2: Broadcast Television

Vendor will run :15, :30, :60 and/or :90 on-air broadcast spots in support of the campaign with the goal of meeting the campaign objectives, delivering spots to the target demographics and running spots during the desired timeframe. Spots may be produced by the district or the vendor, and should be determined within each proposal. All broadcast spots must include pre-and post- analytics including GRPs, Reach, Frequency and gross impressions.

##### c. Task 3: Digital Marketing Support

Vendor will run online support including run :15, :30, :60 and/or :90 streaming spots, static and animated banner ads, pencil bar ads, sky scraper ads, website reskins or other online, mobile or digital options

available. All digital advertising must include applicable pre-and post-analytics including page views, click-through-rates, and gross impressions.

**d. Task 4: Direct Marketing Support**

Where available, stations will run banner ads within regularly scheduled e-newsletters, dedicated e-blasts, or other direct marketing options offered by the station. All direct advertising must include applicable pre-and post-analytics including subscriber numbers, open rates, click-through-rates, and gross impressions.

**e. Task 5: Social Media Support**

Vendor will run social media support on available channels including Facebook, Twitter, Instagram, LinkedIn, and YouTube, tagging the Port's official social media channels, utilizing the campaign hashtags and distributing posts, photos, videos and links to expand the reach of the broadcast campaign. All social media support must include applicable pre-and post- analytics including fans, reach, engagement, clicks and gross impressions.

**f. Task 6: Added Value Promotion**

Station will include on-screen tags or snipes, segment sponsorships, audio mentions, on-site remote broadcasts, or other campaign support that will extend the reach of the campaign, deliver the target audience and meet the campaign objective. Special consideration will be given to creative proposals that align with the Port's mission, the campaign concept and further the key messages of the district. All added-value elements must include applicable pre-and post- analytics including gross impressions.

**g. Task 7: Campaign Analytics Wrap-up**

In order to demonstrate return-on investment, all campaign analytics must be turned in immediately following the campaign, utilizing the district's Campaign Analytics Wrap-Up form (Exhibit B). Every element of the campaign must include gross impressions with additional analytics relevant to the type of advertising as noted in each task.

**ATTACHMENT B  
COMPENSATION & INVOICING  
San Diego Unified Port District**

1. **COMPENSATION**

- a. For the satisfactory performance and completion of the services under this Agreement, District shall pay Service Provider compensation as set forth hereunder.
- (1) Service Provider shall be compensated and reimbursed by District on the basis of invoices submitted each month for services performed during the preceding month.
- (a) Each invoice shall include:
- Date service performed;  
Description of the service;  
Rate  
Total Amount
- i. Services shall be invoiced in accordance with the rates negotiated for each Task Authorization issued by the District.

2. **INVOICING**

- a. **Payment Documentation.** As a prerequisite to payment for services, Service Provider shall invoice District for services performed and for reimbursable expenses authorized by this Agreement, accompanied by such records, receipts and forms as required.
- b. Service Provider shall include the following information on each invoice submitted for payment by District, in addition to the information required in Section I, above:
- (1) Agreement No. 288-2017ND
- (2) If applicable, the Task Authorization(s) (TA) number being charged.
- (3) The following certification phrase, with printed name, title and signature of Service Provider's project manager or designated representative:
- "I certify under penalty of perjury that the above statement is just and correct according to the terms of Document No. \_\_\_\_\_, and that payment has not been received."
- (4) Dates of service provided

- (5) Date of invoice
  - (6) A unique invoice number
- c. District shall, at its discretion, return to Service Provider, without payment, any invoice, which has been submitted without the above information and certification phrase.
- d. Invoices shall be mailed to the attention of: Revekka Balancier, Marketing & Communications, P.O. Box 120488, San Diego Unified Port District, San Diego, CA 92112-0488.
- e. Should District contest any portion of an invoice, that portion shall be held for resolution, but the uncontested balance shall be processed for payment. District may, at any time, conduct an audit of any and all records kept by Service Provider for the Services. Any overpayment discovered in such an audit may be charged against the Service Provider's future invoices and any retention funds.
- f. Service Provider shall submit all invoices within thirty (30) days of completion of work represented by the request and within sixty (60) days of incurring costs to be reimbursed under the Agreement. Payment will be made to Service Provider within thirty (30) days after receipt by District of a proper invoice.

**TASK AUTHORIZATION FORM**  
**San Diego Unified Port District**



**(DEPARTMENT NAME)**  
 San Diego Unified Port District  
 P.O. Box 120488  
 San Diego, CA 92112-0488  
 (619) 686-\_\_\_\_  
 Fax (619) 725-\_\_\_\_

**TASK AUTHORIZATION NO. \_**

(Date)

(Name)

(Title)

(Name of Company)

(Address)

(City, State, Zip)

Email:

**Subject: Task Authorization for Agreement No. \_ - 20\_\_**  
 (Agreement Title)

You are authorized to proceed with the services described in this correspondence, in an amount not to exceed \$\_\_\_\_. This Task Authorization is in accordance with the terms of the subject agreement. **Please cite TA #\_ on invoice(s) for this Task.**

**TASK DESCRIPTION**

1.	Requestor:		4.	Task Start Date:	
2.	Date of Request:		5.	Task End Date:	
3.	Task Budget:	\$			
7.	<b>Task Title:</b>				

8. **Scope of Services.**

9. Please acknowledge acceptance of this Task Authorization by signing below and returning via email to \_\_\_\_\_@portofsandiego.org.

**APPROVALS**

**Service Provider:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Firm: \_\_\_\_\_  
Date: \_\_\_\_\_

**Manager:**

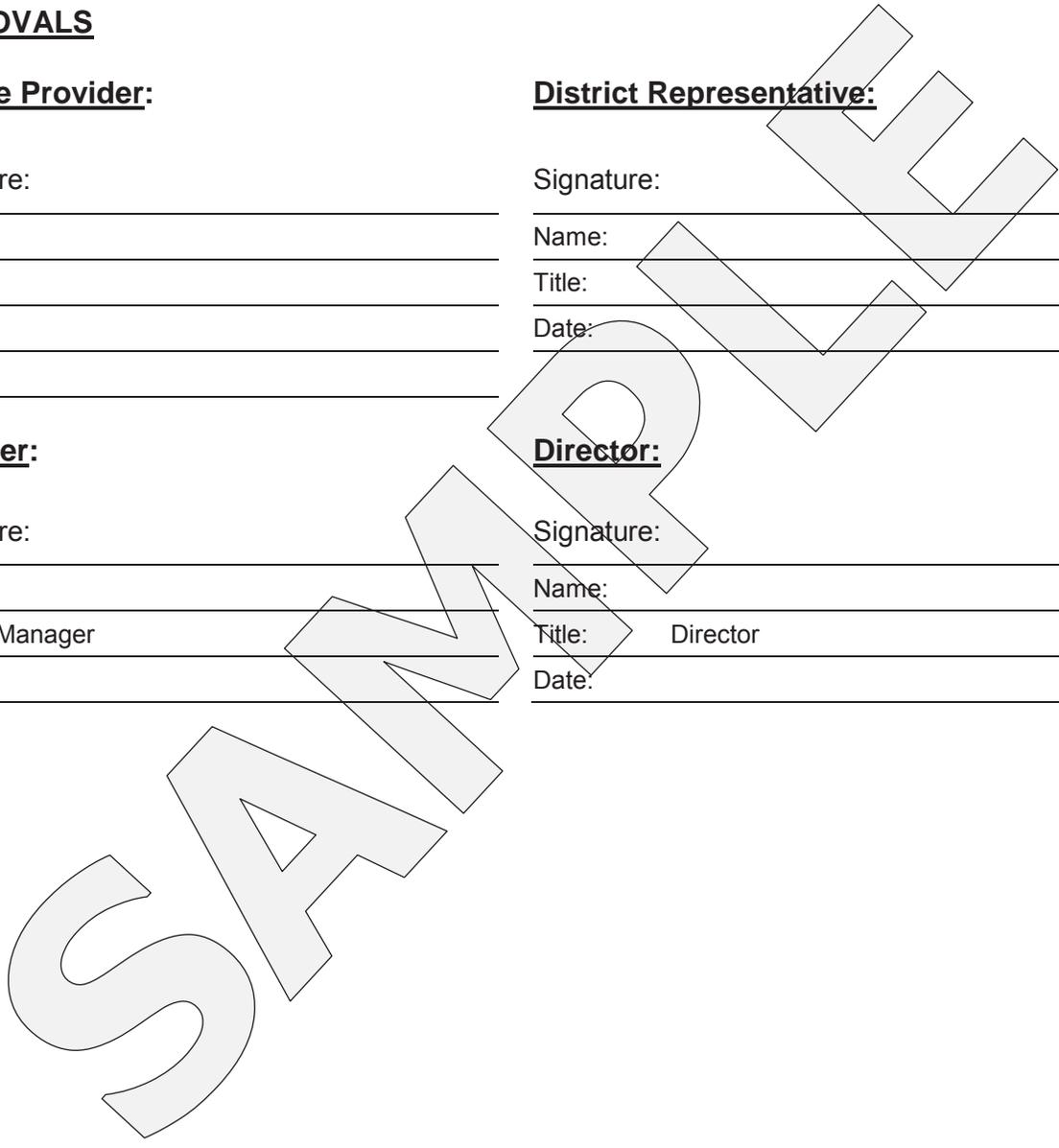
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Manager  
Date: \_\_\_\_\_

**District Representative:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Director:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Director  
Date: \_\_\_\_\_



**EXHIBIT B**  
**POST-CAMPAIGN ANALYSTICS FORM**  
**San Diego Unified Port District**



MARKETING & COMMUNICATIONS: POST-CAMPAIGN ANALYTICS FORM

CAMPAIGN: \_\_\_\_\_  
MEDIA OUTLET: \_\_\_\_\_

BROADCAST POST CAMPAIGN ANALYTICS WRAP- UP								
DATE	TIME	PROGRAM	LEGNTH	SPOTS #	GROSS RATING %	ESTIMATED IMPRESSIONS (000)	ACTUAL IMPRESSIONS(000)	COST
2/8/2018	8P-12A	PROGRAM X	:30	XX	XX	XX	XX	XX
							TOTAL :30 SECOND SPOTS	XXX
							TOTAL :15 SECOND SPOTS	XXX
							TOTAL ESTIMATED IMPRESSIONS	XXX
							TOTAL ACTUAL IMPRESSIONS	XXX
							TOTAL VS ACTUAL IMPRESSIONS	XXX
							BUDGET	XXX
							CPM (cost per thousand)	XXX

DIGITAL POST CAMPAIGN ANALYTICS WRAP- UP								
DATES	PLATFORM	CREATIVE	FREQUENCY	# OF CLICKS	CTR	ESTIMATED IMPRESSIONS (000)	ACTUAL IMPRESSIONS(000)	cpm
2/8/2018	Website	ROS Banner Ads	XX	XX	XX	XX	XX	XX
	Website	Homepage Takeover						
	Geo-Fencing	GIF/Video/Landing Page						
							TOTAL ESTIMATED IMPRESSIONS	XXX
							TOTAL ACTUAL IMPRESSIONS	XXX
							TOTAL VS ACTUAL IMPRESSIONS	XXX
							BUDGET	XXX
							CPM (cost per thousand)	XXX

DIRECT MARKETING POST CAMPAIGN ANALYTICS WRAP- UP										
DATES	PLATFORM	CREATIVE	# OF SUBSCRIBERS	OPENS	OPEN RATE	CLICKS	CTR	ESTIMATED IMPRESSIONS (000)	ACTUAL IMPRESSIONS(000)	cpm
2/8/2018	E-Newsletter	Header Banner	XX	XX	XX		XX	XX	XX	XX
	E-Newsletter	Banner Ad								
	Dedicated	E-Blast								
									TOTAL ESTIMATED IMPRESSIONS	XXX
									TOTAL ACTUAL IMPRESSIONS	XXX
									TOTAL VS ACTUAL IMPRESSIONS	XXX
									BUDGET	XXX
									CPM (cost per thousand)	XXX

SOCIAL MEDIA POST CAMPAIGN ANALYTICS WRAP- UP										
DATES	PLATFORM	# OF FOLLOWERS	# OF CAMPAIGN POSTS	COMBINED REACH	COMBINED CLICKS	COMBINED ENGAGEMENT	CTR	ESTIMATED IMPRESSIONS (000)	ACTUAL IMPRESSIONS(000)	cpm
2/8/2018	Facebook	XXX	XXX	XX	XX	XX	XX	XX	XX	XX
2/10/2018	Instagram	XXX	XXX	XX	XX	XX	XX	XX	XX	XX
									TOTAL ESTIMATED IMPRESSIONS	XXX
									TOTAL ACTUAL IMPRESSIONS	XXX
									TOTAL VS ACTUAL IMPRESSIONS	XXX
									BUDGET	XXX
									CPM (cost per thousand)	XXX

ADDED VALUE ANALYTICS			
DATE	DESCRIPTION	ESTIMATED IMPRESSIONS (000)	ACTUAL IMPRESSIONS(000)
2/8/2018	DETAILS	XXX	XX
			TOTAL ESTIMATED IMPRESSIONS
			TOTAL ACTUAL IMPRESSIONS
			TOTAL VS ACTUAL IMPRESSIONS
			BUDGET
			CPM (cost per thousand)

**AGREEMENT BETWEEN  
SAN DIEGO UNIFIED PORT DISTRICT  
and  
TRIBUNE MEDIA COMPANY  
dba  
KSWB  
for  
AS-NEEDED TELEVISION MEDIA MARKETING SERVICES  
AGREEMENT NO. 289-2017ND**

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and TRIBUNE MEDIA COMPANY, dba KSWB, a Chicago Corporation (Service Provider). The parties agree to the following:

1. **SCOPE OF SERVICES.** Service Provider shall provide services to satisfactorily comply with Attachment A, Scope of Services, attached hereto and incorporated herein, as requested by District. Service Provider shall keep the Executive Director of the District or their designated representative informed of the progress of said services at all times.
  - a. **As-Needed Services**
    - (1) Service Provider is aware that the services to be provided under this Agreement are on an as-needed basis as determined by the District. Service Provider may or may not receive a request to provide such services, and Service Provider may not receive the maximum expenditure of funds allocated for these services. No work or services will be performed until a task authorization has been signed by the District Representative.
    - (2) Service Provider shall furnish all technical and professional labor, and materials to satisfactorily comply with Attachment A: Scope of Services as requested by District by issuance of specific Task Authorization and agreed to by Service Provider.
    - (3) Services rendered under this Agreement shall be undertaken by Service Provider only upon issuance of a Task Authorization (TA)

for said services, in the format as shown in the attached Exhibit A, attached hereto and incorporated herein. A Task Authorization shall not be considered effective until the Task Authorization has been signed by the District's designated representative.

2. **TERM OF AGREEMENT.** This Agreement shall commence on February 1, 2018 and shall terminate on June 30, 2023, subject to earlier termination as provided below.
  
3. **COMPENSATION.** For performance of services rendered pursuant to this Agreement and as further described in Attachment B, Compensation and Invoicing, attached hereto and incorporated herein; District shall compensate Service Provider based on the following, subject to the limitation of the maximum expenditure provided herein:
  - a. **Maximum Expenditure.** The aggregate amount under this Agreement with Service Provider and agreement with Scripps Media, Inc. dba KGTV, District Clerk Document No. \_\_\_\_\_, Entravision Communications Corporation dba KBNT-TV, District Clerk Document No. \_\_\_\_\_, Station Venture Operations, LP dba KNSD-TV, District Clerk Document No. \_\_\_\_\_, Midwest Television, Inc. dba KFMB Stations, District Clerk Document No. \_\_\_\_\_, Energy Communications Corporation dba XEWT, District Clerk Document No. \_\_\_\_\_, and McKinnon Broadcasting Company dba KUSI, District Clerk Document No. \_\_\_\_\_, shall not exceed \$1,200,000.00. Said expenditure shall include without limitation all sums, charges, reimbursements, costs and expenses provided for herein. Service Provider shall not be required to perform further services after compensation has been expended. In the event that the Service Provider anticipates the need for services in excess of the maximum Agreement amount, the District shall be notified in writing immediately. District must approve an a mendment to this Agreement before additional fees and costs are incurred.

4. **COMPLIANCE**

- a. In performance of this Agreement, Service Provider and Service Provider's Sub-Service Providers shall comply with the California Fair Employment and Housing Act, the American with Disabilities Act, and all other applicable federal, state, and local laws prohibiting discrimination, including without limitation, laws prohibiting discrimination because of age, ancestry, color, creed, denial of family and medical care leave, disability, marital status, medical condition, national origin, race, religion, sex, or sexual orientation. Service Provider shall comply with the prevailing wage provisions of the Labor Code, and the Political Reform Act provisions of the Government Code, as applicable.
- b. Service Provider shall comply with all Federal, State, regional and local laws, and di strict Ordinances and Regulations applicable to the performance of services under this Agreement as exist now or as may be added or amended.

5. **INDEPENDENT ANALYSIS.** Service Provider shall provide the services required by this Agreement and arrive at conclusions with respect to the rendition of information, advice or recommendations, independent of the control and direction of District, other than normal contract monitoring provided, however, Service Provider shall possess no authority with respect to any District decision.

6. **ASSIGNMENT.** This is a personal services Agreement between the parties and Service Provider shall not assign or transfer voluntarily or involuntarily any of its rights, duties, or obligations under this Agreement without the express written consent of District in each instance.

7. **INDEPENDENT CONTRACTOR.** Service Provider and any agent or employee of Service Provider shall act in an independent capacity and not as officers or employees of District. The District assumes no liability for the Service Provider's actions and performance, nor assumes responsibility for taxes, bonds, payments

or other commitments, implied or explicit by or for the Service Provider. Service Provider shall not have authority to act as an agent on behalf of the District unless specifically authorized to do so in writing. Service Provider acknowledges that it is aware that because it is an independent contractor, District is making no deductions from its fee and is not contributing to any fund on its behalf. Service Provider disclaims the right to any fee or benefits except as expressly provided for in this Agreement.

8. **ADVICE OF COUNSEL.** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California.
9. **INDEPENDENT REVIEW.** Each party hereto declares and represents that in entering into this Agreement it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this Agreement is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent or attorney of any other party.
10. **INTEGRATION AND MODIFICATION.** This Agreement contains the entire Agreement between the parties and supersedes all prior negotiations, discussion, obligations and rights of the parties in respect of each other regarding the subject matter of this Agreement. There is no other written or oral understanding between the parties. No modifications, amendment or alteration of this Agreement shall be valid unless it is in writing and signed by the parties hereto.

11. **TERMINATION.** In addition to any other rights and remedies allowed by law, the Executive Director (President/CEO) of District may terminate this Agreement at any time with or without cause by giving thirty (30) days written notice to Service Provider of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall at the option of District be delivered by Service Provider to the Don L. Nay Port Administration Building (located at 3165 Pacific Highway, San Diego, California 92101). Termination of this Agreement by Executive Director (President/CEO) as provided in this paragraph shall release District from any further fee or claim hereunder by Service Provider other than the fee earned for services which were performed prior to termination but not yet paid. Said fee shall be calculated and based on the schedule as provided in this Agreement.

12. **DISPUTE RESOLUTION**

- a. If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and is not settled by direct negotiation or such other procedures as may be agreed, and if such dispute is not otherwise time barred, the parties agree to first try in good faith to settle the dispute amicably by mediation administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, prior to initiating any litigation or arbitration. Notice of any such dispute must be filed in writing with the other party within a reasonable time after the dispute has arisen. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate.
- b. If mediation is unsuccessful in settling all disputes that are not otherwise time barred, and if both parties agree, any still unresolved disputes may be resolved by arbitration administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, provided, however, that the Arbitration Award shall

be non-binding and advisory only. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate. On demand of the arbitrator or any party to this Agreement, Sub-Service Provider and all parties bound by this arbitration provision agree to join in and become parties to the arbitration proceeding.

- c. The foregoing mediation and arbitration procedures notwithstanding, all claim filing requirements of the Agreement documents, the California Government Code, and otherwise, shall remain in full force and effect regardless of whether or not such dispute avoidance and resolution procedures have been implemented, and the time periods within which claims are to be filed or presented to the District Clerk as required by said Agreement, Government Code, and otherwise, shall not be waived, extended or tolled thereby. If a claim is not timely filed or presented, such claim shall be time barred and the above dispute avoidance and resolution procedures, whether or not implemented or then pending, shall likewise be time barred as to such claims.

13. **PAYMENT BY DISTRICT.** Payment by the District pursuant to this Agreement does not represent that the District has made a detailed examination, audit, or arithmetic verification of the documentation submitted for payment by the Service Provider, made an exhaustive inspection to check the quality or quantity of the services performed by the Service Provider, made an examination to ascertain how or for what purpose the Service Provider has used money previously paid on account by the District, or constitute a waiver of claims against the Service Provider by the District. The District may in its sole discretion withhold payments or seek reimbursement from the Service Provider for expenses, miscellaneous charges, or other liabilities or increased costs incurred or anticipated by the District which are the fault of or as result of work performed or negligent conduct by or on behalf of the Service Provider. Upon five (5) day written notice to the Service Provider, the District shall have the right to estimate the amount of expenses, miscellaneous charges, or other liabilities or increased costs and to cause the Service Provider to pay the same; and the amount due the Service

Provider under this Agreement or the whole or so much of the money due or to become due to the Service Provider under this Agreement as may be considered reasonably necessary by the District shall be retained by the District until such expenses, miscellaneous charges, or other liabilities or increased costs shall have been corrected or otherwise disposed of by the Service Provider at no expense to the District. If such expenses, miscellaneous charges, or other liabilities or increased costs are not corrected or otherwise disposed of at no expense to the District prior to completion date of the Agreement, the District is authorized to pay for such expenses, miscellaneous charges, or other liabilities or increased costs from the amounts retained as outlined above or to seek reimbursement of same from the Service Provider. It is the express intent of the parties to this Agreement to protect the District from loss because of conduct by or on behalf of the Service Provider.

14. **CAPTIONS.** The captions by which the paragraphs of this Agreement are identified are for convenience only and shall have no effect upon its interpretation.
15. **EXECUTIVE DIRECTOR'S SIGNATURE.** It is an express condition of this Agreement that said Agreement shall not be complete nor effective until signed by either the Executive Director (President/CEO) or Authorized Designee on behalf of the District and by Authorized Representative of the Service Provider.
  - a. Submit all correspondence regarding this Agreement to:

Revekka Balancier  
Marketing & Communications  
San Diego Unified Port District  
P.O. Box 120488  
San Diego, CA 92112-0488  
Tel. 619-686-6232  
Email: [rbalancier@portofsandiego.org](mailto:rbalancier@portofsandiego.org)

- b. The Service Provider's Authorized Representative assigned below has the authority to authorize changes to the scope, terms and conditions of this Agreement:

David Lloyd  
 Tribune Media Company dba KSWB  
 7191 Engineer Road  
 San Diego, CA 92102  
 Tel. 858-496-0249  
 Email: [dvlloyd@fox5sandiego.com](mailto:dvlloyd@fox5sandiego.com)

- c. Written notification to the other party shall be provided, in advance, of changes in the name or address of the designated Authorized Representative.

**SAN DIEGO UNIFIED PORT DISTRICT**

**TRIBUNE MEDIA COMPANY dba  
KSWB**

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Jenifer Barsell  
 Director, Marketing & Communications




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David Lloyd  
 Marketing Consultant

Approved as to form and legality:  
 GENERAL COUNSEL

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By: Assistant/Deputy

A manually signed copy of this Agreement transmitted by email or any other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

## ATTACHMENT A SCOPE OF SERVICES

### San Diego Unified Port District

#### 1. Overview

Broadcast Television Media vendor shall provide marketing, advertising, and promotional services to the District's full-service Marketing and Communications Department to support marketing campaigns, branding efforts, community outreach, public awareness and/or other marketing and communications projects. Vendor will be called upon to deliver media support on an as-needed basis in various areas including maritime, waterfront development, public safety, experiences, environment and other program areas. For each campaign the district will make available the details of the campaign including objective, timeframe and target demographics. Vendors will be selected for individual campaign based on the following process:

##### a. Task 1: Campaign Proposals

Submit a proposal for each marketing campaign vendor is interested in participating in based on tasks 2 through 6 utilizing the district's broadcast marketing proposal format (Attachment B). Stations may also submit additional documentation, any standard station proposal formats, and other supplemental information, however, the district's broadcast marketing proposal must accompany the submission as a cover sheet for each marketing campaign. The broadcast marketing proposal will include rates for all tasks below, specifying which options will be included, at which rates and amounts. Numbers of spots and ads, and rate amounts may vary for each proposal, but must remain locked once a proposal has been accepted and a task authorization has been signed. Selected stations with task authorizations will move forward with Tasks 2 through 7 below.

##### b. Task 2: Broadcast Television

Vendor will run :15, :30, :60 and/or :90 on-air broadcast spots in support of the campaign with the goal of meeting the campaign objectives, delivering spots to the target demographics and running spots during the desired timeframe. Spots may be produced by the district or the vendor, and should be determined within each proposal. All broadcast spots must include pre-and post- analytics including GRPs, Reach, Frequency and gross impressions.

##### c. Task 3: Digital Marketing Support

Vendor will run online support including run :15, :30, :60 and/or :90 streaming spots, static and animated banner ads, pencil bar ads, sky scraper ads, website reskins or other online, mobile or digital options

available. All digital advertising must include applicable pre-and post-analytics including page views, click-through-rates, and gross impressions.

**d. Task 4: Direct Marketing Support**

Where available, stations will run banner ads within regularly scheduled e-newsletters, dedicated e-blasts, or other direct marketing options offered by the station. All direct advertising must include applicable pre-and post-analytics including subscriber numbers, open rates, click-through-rates, and gross impressions.

**e. Task 5: Social Media Support**

Vendor will run social media support on available channels including Facebook, Twitter, Instagram, LinkedIn, and YouTube, tagging the Port's official social media channels, utilizing the campaign hashtags and distributing posts, photos, videos and links to expand the reach of the broadcast campaign. All social media support must include applicable pre-and post- analytics including fans, reach, engagement, clicks and gross impressions.

**f. Task 6: Added Value Promotion**

Station will include on-screen tags or snipes, segment sponsorships, audio mentions, on-site remote broadcasts, or other campaign support that will extend the reach of the campaign, deliver the target audience and meet the campaign objective. Special consideration will be given to creative proposals that align with the Port's mission, the campaign concept and further the key messages of the district. All added-value elements must include applicable pre-and post- analytics including gross impressions.

**g. Task 7: Campaign Analytics Wrap-up**

In order to demonstrate return-on investment, all campaign analytics must be turned in immediately following the campaign, utilizing the district's Campaign Analytics Wrap-Up form (Exhibit B). Every element of the campaign must include gross impressions with additional analytics relevant to the type of advertising as noted in each task.

**ATTACHMENT B  
COMPENSATION & INVOICING  
San Diego Unified Port District**

1. **COMPENSATION**

- a. For the satisfactory performance and completion of the services under this Agreement, District shall pay Service Provider compensation as set forth hereunder.
  - (1) Service Provider shall be compensated and reimbursed by District on the basis of invoices submitted each month for services performed during the preceding month.
    - (a) Each invoice shall include:
      - Date service performed;
      - Description of the service;
      - Rate
      - Total Amount
  - i. Services shall be invoiced in accordance with the rates negotiated for each Task Authorization issued by the District.

2. **INVOICING**

- a. **Payment Documentation.** As a prerequisite to payment for services, Service Provider shall invoice District for services performed and for reimbursable expenses authorized by this Agreement, accompanied by such records, receipts and forms as required.
- b. Service Provider shall include the following information on each invoice submitted for payment by District, in addition to the information required in Section I, above:
  - (1) Agreement No. 289-2017ND
  - (2) If applicable, the Task Authorization(s) (TA) number being charged.
  - (3) The following certification phrase, with printed name, title and signature of Service Provider's project manager or designated representative:

"I certify under penalty of perjury that the above statement is just and correct according to the terms of Document No. \_\_\_\_\_, and that payment has not been received."
  - (4) Dates of service provided

- (5) Date of invoice
  - (6) A unique invoice number
- c. District shall, at its discretion, return to Service Provider, without payment, any invoice, which has been submitted without the above information and certification phrase.
- d. Invoices shall be mailed to the attention of: Revekka Balancier, Marketing & Communications, P.O. Box 120488, San Diego Unified Port District, San Diego, CA 92112-0488.
- e. Should District contest any portion of an invoice, that portion shall be held for resolution, but the uncontested balance shall be processed for payment. District may, at any time, conduct an audit of any and all records kept by Service Provider for the Services. Any overpayment discovered in such an audit may be charged against the Service Provider's future invoices and any retention funds.
- f. Service Provider shall submit all invoices within thirty (30) days of completion of work represented by the request and within sixty (60) days of incurring costs to be reimbursed under the Agreement. Payment will be made to Service Provider within thirty (30) days after receipt by District of a proper invoice.

**EXHIBIT A**

**TASK AUTHORIZATION FORM  
 San Diego Unified Port District**



**(DEPARTMENT NAME)**  
 San Diego Unified Port District  
 P.O. Box 120488  
 San Diego, CA 92112-0488  
 (619) 686-\_\_\_\_  
 Fax (619) 725-\_\_\_\_

**TASK AUTHORIZATION NO. \_**

(Date)

(Name)  
 (Title)  
 (Name of Company)  
 (Address)  
 (City, State, Zip)  
 Email:

**Subject: Task Authorization for Agreement No. \_ - 20\_\_**  
 (Agreement Title)

You are authorized to proceed with the services described in this correspondence, in an amount not to exceed \$\_\_\_\_\_. This Task Authorization is in accordance with the terms of the subject agreement. **Please cite TA #\_ on invoice(s) for this Task.**

**TASK DESCRIPTION**

1.	Requestor:		4.	Task Start Date:	
2.	Date of Request:		5.	Task End Date:	
3.	Task Budget:	\$			
7.	<b>Task Title:</b>				

8. **Scope of Services.**

9. Please acknowledge acceptance of this Task Authorization by signing below and returning via email to \_\_\_\_\_@portofsandiego.org.

**APPROVALS**

**Service Provider:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Firm: \_\_\_\_\_  
Date: \_\_\_\_\_

**Manager:**

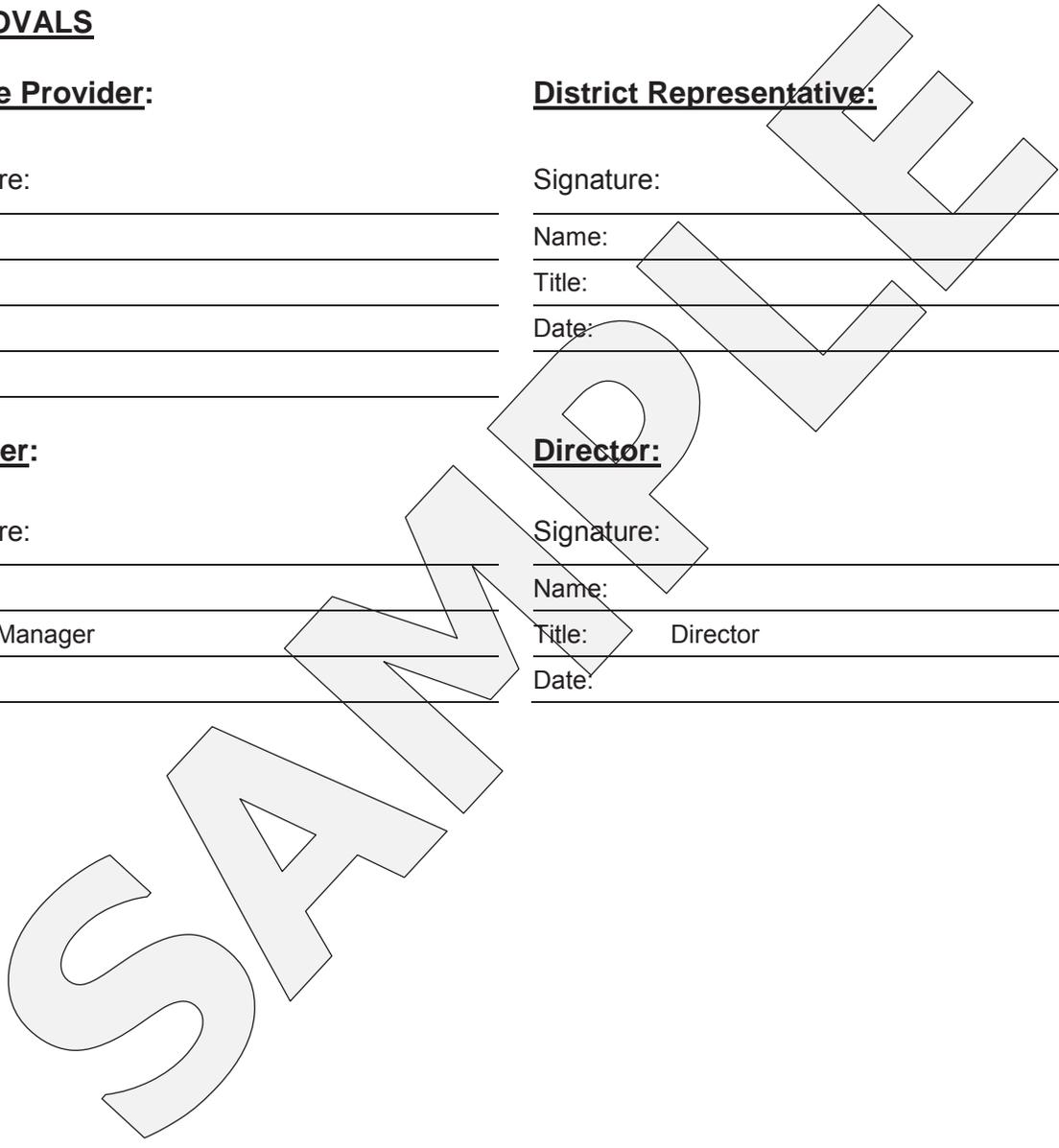
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Manager  
Date: \_\_\_\_\_

**District Representative:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Director:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Director  
Date: \_\_\_\_\_





**AGREEMENT BETWEEN  
SAN DIEGO UNIFIED PORT DISTRICT  
and  
ENTRAVISION COMMUNICATIONS CORPORATION  
dba  
KBNT-TV  
for  
AS-NEEDED TELEVISION MEDIA MARKETING SERVICES  
AGREEMENT NO. 290-2017ND**

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and ENTRAVISION COMMUNICATIONS CORPORATION dba KBNT-TV, a California Corporation (Service Provider). The parties agree to the following:

1. **SCOPE OF SERVICES.** Service Provider shall provide services to satisfactorily comply with Attachment A, Scope of Services, attached hereto and incorporated herein, as requested by District. Service Provider shall keep the Executive Director of the District or their designated representative informed of the progress of said services at all times.
  - a. **As-Needed Services**
    - (1) Service Provider is aware that the services to be provided under this Agreement are on an as-needed basis as determined by the District. Service Provider may or may not receive a request to provide such services, and Service Provider may not receive the maximum expenditure of funds allocated for these services. No work or services will be performed until a task authorization has been signed by the District Representative.
    - (2) Service Provider shall furnish all technical and professional labor, and materials to satisfactorily comply with Attachment A: Scope of Services as requested by District by issuance of specific Task Authorization and agreed to by Service Provider.

- (3) Services rendered under this Agreement shall be undertaken by Service Provider only upon issuance of a Task Authorization (TA) for said services, in the format as shown in the attached Exhibit A, attached hereto and incorporated herein. A Task Authorization shall not be considered effective until the Task Authorization has been signed by the District's designated representative.
2. **TERM OF AGREEMENT.** This Agreement shall commence on February 1, 2018 and shall terminate on June 30, 2023, subject to earlier termination as provided below.
3. **COMPENSATION.** For performance of services rendered pursuant to this Agreement and as further described in Attachment B, Compensation and Invoicing, attached hereto and incorporated herein; District shall compensate Service Provider based on the following, subject to the limitation of the maximum expenditure provided herein:
  - a. **Maximum Expenditure.** The aggregate amount under this Agreement with Service Provider and agreement with Scripps Media, Inc. dba KGTV, District Clerk Document No. \_\_\_\_\_, Tribune Media Company dba KSWB, District Clerk Document No. \_\_\_\_\_, Station Venture Operations, LP dba KNSD-TV, District Clerk Document No. \_\_\_\_\_, Midwest Television, Inc. dba KFMB Stations, District Clerk Document No. \_\_\_\_\_, Energy Communications Corporation dba XEWT, District Clerk Document No. \_\_\_\_\_, and McKinnon Broadcasting Company dba KUSI, District Clerk Document No. \_\_\_\_\_, shall not exceed \$1,200,000.00. Said expenditure shall include without limitation all sums, charges, reimbursements, costs and expenses provided for herein. Service Provider shall not be required to perform further services after compensation has been expended. In the event that the Service Provider anticipates the need for services in excess of the maximum Agreement amount, the District shall be notified in writing immediately. District must

approve an amendment to this Agreement before additional fees and costs are incurred,

4. **COMPLIANCE**

a. In performance of this Agreement, Service Provider and Service Provider's Sub-Service Providers shall comply with the California Fair Employment and Housing Act, the American with Disabilities Act, and all other applicable federal, state, and local laws prohibiting discrimination, including without limitation, laws prohibiting discrimination because of age, ancestry, color, creed, denial of family and medical care leave, disability, marital status, medical condition, national origin, race, religion, sex, or sexual orientation. Service Provider shall comply with the prevailing wage provisions of the Labor Code, and the Political Reform Act provisions of the Government Code, as applicable.

b. Service Provider shall comply with all Federal, State, regional and local laws, and district Ordinances and Regulations applicable to the performance of services under this Agreement as exist now or as may be added or amended.

5. **INDEPENDENT ANALYSIS.** Service Provider shall provide the services required by this Agreement and arrive at conclusions with respect to the rendition of information, advice or recommendations, independent of the control and direction of District, other than normal contract monitoring provided, however, Service Provider shall possess no authority with respect to any District decision.

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employees of District. The District assumes no liability for the Service Provider's actions and performance, nor assumes responsibility for taxes, bonds, payments or other commitments, implied or explicit by or for the Service Provider. Service Provider shall not have authority to act as an agent on behalf of the District unless specifically authorized to do so in writing. Service Provider acknowledges that it is aware that because it is an independent contractor, District is making no deductions from its fee and is not contributing to any fund on its behalf. Service Provider disclaims the right to any fee or benefits except as expressly provided for in this Agreement.

8. **ADVICE OF COUNSEL.** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California.
9. **INDEPENDENT REVIEW.** Each party hereto declares and represents that in entering into this Agreement it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this Agreement is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent or attorney of any other party.
10. **INTEGRATION AND MODIFICATION.** This Agreement contains the entire Agreement between the parties and supersedes all prior negotiations, discussion, obligations and rights of the parties in respect of each other regarding the subject matter of this Agreement. There is no other written or oral understanding between the parties. No modifications, amendment or alteration

of this Agreement shall be valid unless it is in writing and signed by the parties hereto.

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- a. If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and is not settled by direct negotiation or such other procedures as may be agreed, and if such dispute is not otherwise time barred, the parties agree to first try in good faith to settle the dispute amicably by mediation administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, prior to initiating any litigation or arbitration. Notice of any such dispute must be filed in writing with the other party within a reasonable time after the dispute has arisen. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate.
- b. If mediation is unsuccessful in settling all disputes that are not otherwise time barred, and if both parties agree, any still unresolved disputes may be resolved by arbitration administered at San Diego, California, by the

American Arbitration Association, or by such other provider as the parties may mutually select, provided, however, that the Arbitration Award shall be non-binding and advisory only. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate. On demand of the arbitrator or any party to this Agreement, Sub-Service Provider and all parties bound by this arbitration provision agree to join in and become parties to the arbitration proceeding.

- c. The foregoing mediation and arbitration procedures notwithstanding, all claim filing requirements of the Agreement documents, the California Government Code, and otherwise, shall remain in full force and effect regardless of whether or not such dispute avoidance and resolution procedures have been implemented, and the time periods within which claims are to be filed or presented to the District Clerk as required by said Agreement, Government Code, and otherwise, shall not be waived, extended or tolled thereby. If a claim is not timely filed or presented, such claim shall be time barred and the above dispute avoidance and resolution procedures, whether or not implemented or then pending, shall likewise be time barred as to such claims.

13. **PAYMENT BY DISTRICT.** Payment by the District pursuant to this Agreement does not represent that the District has made a detailed examination, audit, or arithmetic verification of the documentation submitted for payment by the Service Provider, made an exhaustive inspection to check the quality or quantity of the services performed by the Service Provider, made an examination to ascertain how or for what purpose the Service Provider has used money previously paid on account by the District, or constitute a waiver of claims against the Service Provider by the District. The District may in its sole discretion withhold payments or seek reimbursement from the Service Provider for expenses, miscellaneous charges, or other liabilities or increased costs incurred or anticipated by the District which are the fault of or as result of work performed or negligent conduct by or on behalf of the Service Provider. Upon five (5) day written notice to the Service Provider, the District shall have the right to estimate the amount of

expenses, miscellaneous charges, or other liabilities or increased costs and to cause the Service Provider to pay the same; and the amount due the Service Provider under this Agreement or the whole or so much of the money due or to become due to the Service Provider under this Agreement as may be considered reasonably necessary by the District shall be retained by the District until such expenses, miscellaneous charges, or other liabilities or increased costs shall have been corrected or otherwise disposed of by the Service Provider at no expense to the District. If such expenses, miscellaneous charges, or other liabilities or increased costs are not corrected or otherwise disposed of at no expense to the District prior to completion date of the Agreement, the District is authorized to pay for such expenses, miscellaneous charges, or other liabilities or increased costs from the amounts retained as outlined above or to seek reimbursement of same from the Service Provider. It is the express intent of the parties to this Agreement to protect the District from loss because of conduct by or on behalf of the Service Provider.

14. **CAPTIONS.** The captions by which the paragraphs of this Agreement are identified are for convenience only and shall have no effect upon its interpretation.
  
15. **EXECUTIVE DIRECTOR'S SIGNATURE.** It is an express condition of this Agreement that said Agreement shall not be complete nor effective until signed by either the Executive Director (President/CEO) or Authorized Designee on behalf of the District and by Authorized Representative of the Service Provider.
  - a. Submit all correspondence regarding this Agreement to:

Revekka Balancier  
Marketing & Communications  
San Diego Unified Port District  
P.O. Box 120488  
San Diego, CA 92112-0488  
Tel. 619-686-6232  
Email: [rbalancier@portofsandiego.org](mailto:rbalancier@portofsandiego.org)

- b. The Service Provider's Authorized Representative assigned below has the authority to authorize changes to the scope, terms and conditions of this Agreement:

Ruayner Rivas  
Entravision Communications Corporation dba KBNT-TV  
5770 Ruffin Road  
San Diego, CA 92123  
Tel. 858-503-6536  
Email: [rrivas@entravision.com](mailto:rrivas@entravision.com)

- c. Written notification to the other party shall be provided, in advance, of changes in the name or address of the designated Authorized Representative.

**SAN DIEGO UNIFIED PORT DISTRICT**

**ENTRAVISION COMMUNICATIONS CORPORATION dba KBNT-TV**

\_\_\_\_\_  
Jenifer Barsell  
Director, Marketing & Communications

  
\_\_\_\_\_  
Ruayner Rivas  
Integrated Marketing Solutions  
Consultant

Approved as to form and legality:  
GENERAL COUNSEL

\_\_\_\_\_  
By: Assistant/Deputy

A manually signed copy of this Agreement transmitted by email or any other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

## ATTACHMENT A SCOPE OF SERVICES

### San Diego Unified Port District

#### 1. Overview

Broadcast Television Media vendor shall provide marketing, advertising, and promotional services to the District's full-service Marketing and Communications Department to support marketing campaigns, branding efforts, community outreach, public awareness and/or other marketing and communications projects. Vendor will be called upon to deliver media support on an as-needed basis in various areas including maritime, waterfront development, public safety, experiences, environment and other program areas. For each campaign the district will make available the details of the campaign including objective, timeframe and target demographics. Vendors will be selected for individual campaign based on the following process:

##### a. Task 1: Campaign Proposals

Submit a proposal for each marketing campaign vendor is interested in participating in based on tasks 2 through 6 utilizing the district's broadcast marketing proposal format (Attachment B). Stations may also submit additional documentation, any standard station proposal formats, and other supplemental information, however, the district's broadcast marketing proposal must accompany the submission as a cover sheet for each marketing campaign. The broadcast marketing proposal will include rates for all tasks below, specifying which options will be included, at which rates and amounts. Numbers of spots and ads, and rate amounts may vary for each proposal, but must remain locked once a proposal has been accepted and a task authorization has been signed. Selected stations with task authorizations will move forward with Tasks 2 through 7 below.

##### b. Task 2: Broadcast Television

Vendor will run :15, :30, :60 and/or :90 on-air broadcast spots in support of the campaign with the goal of meeting the campaign objectives, delivering spots to the target demographics and running spots during the desired timeframe. Spots may be produced by the district or the vendor, and should be determined within each proposal. All broadcast spots must include pre-and post- analytics including GRPs, Reach, Frequency and gross impressions.

##### c. Task 3: Digital Marketing Support

Vendor will run online support including run :15, :30, :60 and/or :90 streaming spots, static and animated banner ads, pencil bar ads, sky scraper ads, website reskins or other online, mobile or digital options

available. All digital advertising must include applicable pre-and post-analytics including page views, click-through-rates, and gross impressions.

**d. Task 4: Direct Marketing Support**

Where available, stations will run banner ads within regularly scheduled e-newsletters, dedicated e-blasts, or other direct marketing options offered by the station. All direct advertising must include applicable pre-and post-analytics including subscriber numbers, open rates, click-through-rates, and gross impressions.

**e. Task 5: Social Media Support**

Vendor will run social media support on available channels including Facebook, Twitter, Instagram, LinkedIn, and YouTube, tagging the Port's official social media channels, utilizing the campaign hashtags and distributing posts, photos, videos and links to expand the reach of the broadcast campaign. All social media support must include applicable pre-and post- analytics including fans, reach, engagement, clicks and gross impressions.

**f. Task 6: Added Value Promotion**

Station will include on-screen tags or snipes, segment sponsorships, audio mentions, on-site remote broadcasts, or other campaign support that will extend the reach of the campaign, deliver the target audience and meet the campaign objective. Special consideration will be given to creative proposals that align with the Port's mission, the campaign concept and further the key messages of the district. All added-value elements must include applicable pre-and post- analytics including gross impressions.

**g. Task 7: Campaign Analytics Wrap-up**

In order to demonstrate return-on investment, all campaign analytics must be turned in immediately following the campaign, utilizing the district's Campaign Analytics Wrap-Up form (Exhibit B). Every element of the campaign must include gross impressions with additional analytics relevant to the type of advertising as noted in each task.

**ATTACHMENT B  
COMPENSATION & INVOICING  
San Diego Unified Port District**

1. **COMPENSATION**

- a. For the satisfactory performance and completion of the services under this Agreement, District shall pay Service Provider compensation as set forth hereunder.
  - (1) Service Provider shall be compensated and reimbursed by District on the basis of invoices submitted each month for services performed during the preceding month.
    - (a) Each invoice shall include:
      - Date service performed;
      - Description of the service;
      - Rate
      - Total Amount
  - i. Services shall be invoiced in accordance with the rates negotiated for each Task Authorization issued by the District.

2. **INVOICING**

- a. **Payment Documentation.** As a prerequisite to payment for services, Service Provider shall invoice District for services performed and for reimbursable expenses authorized by this Agreement, accompanied by such records, receipts and forms as required.
- b. Service Provider shall include the following information on each invoice submitted for payment by District, in addition to the information required in Section I, above:
  - (1) Agreement No. 290-2017ND
  - (2) If applicable, the Task Authorization(s) (TA) number being charged.
  - (3) The following certification phrase, with printed name, title and signature of Service Provider's project manager or designated representative:

"I certify under penalty of perjury that the above statement is just and correct according to the terms of Document No. \_\_\_\_\_, and that payment has not been received."

- (4) Dates of service provided
  - (5) Date of invoice
  - (6) A unique invoice number
- c. District shall, at its discretion, return to Service Provider, without payment, any invoice, which has been submitted without the above information and certification phrase.
- d. Invoices shall be mailed to the attention of: Revekka Balancier, Marketing & Communications, P.O. Box 120488, San Diego Unified Port District, San Diego, CA 92112-0488.
- e. Should District contest any portion of an invoice, that portion shall be held for resolution, but the uncontested balance shall be processed for payment. District may, at any time, conduct an audit of any and all records kept by Service Provider for the Services. Any overpayment discovered in such an audit may be charged against the Service Provider's future invoices and any retention funds.
- f. Service Provider shall submit all invoices within thirty (30) days of completion of work represented by the request and within sixty (60) days of incurring costs to be reimbursed under the Agreement. Payment will be made to Service Provider within thirty (30) days after receipt by District of a proper invoice.

**TASK AUTHORIZATION FORM**  
**San Diego Unified Port District**



**(DEPARTMENT NAME)**  
 San Diego Unified Port District  
 P.O. Box 120488  
 San Diego, CA 92112-0488  
 (619) 686-\_\_\_\_  
 Fax (619) 725-\_\_\_\_

**TASK AUTHORIZATION NO. \_**

(Date)

(Name)  
 (Title)  
 (Name of Company)  
 (Address)  
 (City, State, Zip)  
 Email:

**Subject: Task Authorization for Agreement No. \_\_\_ - 20\_\_**  
 (Agreement Title)

You are authorized to proceed with the services described in this correspondence, in an amount not to exceed \$\_\_\_\_\_. This Task Authorization is in accordance with the terms of the subject agreement. **Please cite TA #\_ on invoice(s) for this Task.**

**TASK DESCRIPTION**

1.	Requestor:		4.	Task Start Date:	
2.	Date of Request:		5.	Task End Date:	
3.	Task Budget:	\$			
7.	<b>Task Title:</b>				

8. **Scope of Services.**

9. Please acknowledge acceptance of this Task Authorization by signing below and returning via email to \_\_\_\_\_@portofsandiego.org.

**APPROVALS**

**Service Provider:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Firm: \_\_\_\_\_  
Date: \_\_\_\_\_

**Manager:**

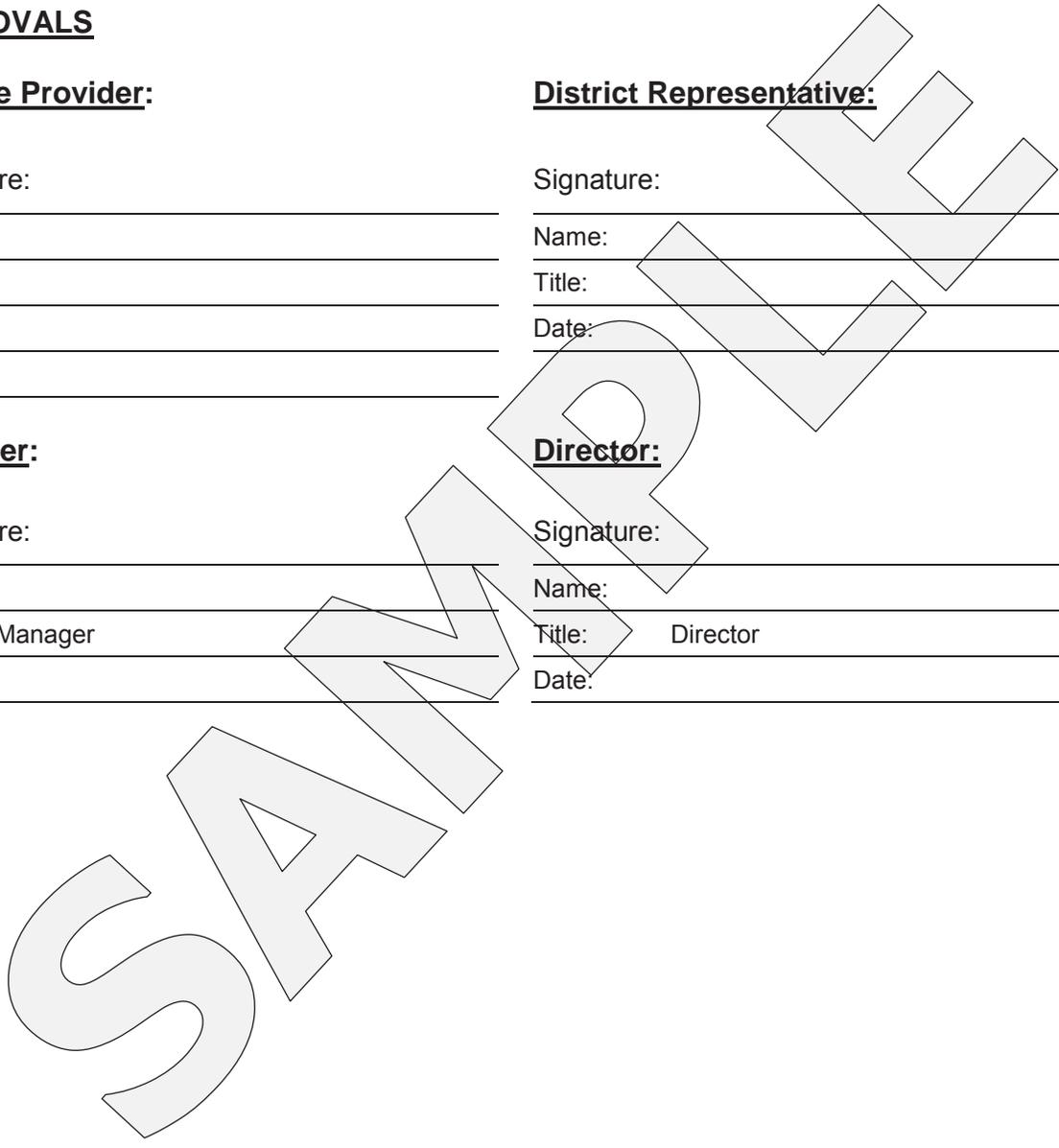
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Manager  
Date: \_\_\_\_\_

**District Representative:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Director:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Director  
Date: \_\_\_\_\_





**AGREEMENT BETWEEN  
SAN DIEGO UNIFIED PORT DISTRICT  
and  
STATION VENTURE OPERATIONS, LP  
dba  
KNSD-TV  
for  
AS-NEEDED TELEVISION MEDIA MARKETING SERVICES  
AGREEMENT NO. 291-2017ND**

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and STATION VENTURE OPERATIONS, LP dba KNSD-TV, a California Partnership (Service Provider). The parties agree to the following:

1. **SCOPE OF SERVICES.** Service Provider shall provide services to satisfactorily comply with Attachment A, Scope of Services, attached hereto and incorporated herein, as requested by District. Service Provider shall keep the Executive Director of the District or their designated representative informed of the progress of said services at all times.
  - a. **As-Needed Services**
    - (1) Service Provider is aware that the services to be provided under this Agreement are on an as-needed basis as determined by the District. Service Provider may or may not receive a request to provide such services, and Service Provider may not receive the maximum expenditure of funds allocated for these services. No work or services will be performed until a task authorization has been signed by the District Representative.
    - (2) Service Provider shall furnish all technical and professional labor, and materials to satisfactorily comply with Attachment A: Scope of Services as requested by District by issuance of specific Task Authorization and agreed to by Service Provider.
    - (3) Services rendered under this Agreement shall be undertaken by Service Provider only upon issuance of a Task Authorization (TA)

for said services, in the format as shown in the attached Exhibit A, attached hereto and incorporated herein. A Task Authorization shall not be considered effective until the Task Authorization has been signed by the District's designated representative.

2. **TERM OF AGREEMENT.** This Agreement shall commence on February 1, 2018 and shall terminate on June 30, 2023, subject to earlier termination as provided below.
  
3. **COMPENSATION.** For performance of services rendered pursuant to this Agreement and as further described in Attachment B, Compensation and Invoicing, attached hereto and incorporated herein; District shall compensate Service Provider based on the following, subject to the limitation of the maximum expenditure provided herein:
  - a. **Maximum Expenditure.** The aggregate amount under this Agreement with Service Provider and agreement with Scripps Media, Inc. dba KGTV, District Clerk Document No. \_\_\_\_\_, Tribune Media Company dba KSWB, District Clerk Document No. \_\_\_\_\_, Entravision Communications Corporation dba KBNT-TV, District Clerk Document No. \_\_\_\_\_, Midwest Television, Inc. dba KFMB Stations, District Clerk Document No. \_\_\_\_\_, Energy Communications Corporation dba XEWT, District Clerk Document No. \_\_\_\_\_, and McKinnon Broadcasting Company dba KUSI, District Clerk Document No. \_\_\_\_\_, shall not exceed \$1,200,000. Said expenditure shall include without limitation all sums, charges, reimbursements, costs and expenses provided for herein. Service Provider shall not be required to perform further services after compensation has been expended. In the event that the Service Provider anticipates the need for services in excess of the maximum Agreement amount, the District shall be notified in writing immediately. District must approve an amendment to this Agreement before additional fees and costs are incurred,

4. **COMPLIANCE**

- a. In performance of this Agreement, Service Provider and Service Provider's Sub-Service Providers shall comply with the California Fair Employment and Housing Act, the American with Disabilities Act, and all other applicable federal, state, and local laws prohibiting discrimination, including without limitation, laws prohibiting discrimination because of age, ancestry, color, creed, denial of family and medical care leave, disability, marital status, medical condition, national origin, race, religion, sex, or sexual orientation. Service Provider shall comply with the prevailing wage provisions of the Labor Code, and the Political Reform Act provisions of the Government Code, as applicable.
- b. Service Provider shall comply with all Federal, State, regional and local laws, and district Ordinances and Regulations applicable to the performance of services under this Agreement as exist now or as may be added or amended.

5. **INDEPENDENT ANALYSIS.** Service Provider shall provide the services required by this Agreement and arrive at conclusions with respect to the rendition of information, advice or recommendations, independent of the control and direction of District, other than normal contract monitoring provided, however, Service Provider shall possess no authority with respect to any District decision.

6. **ASSIGNMENT.** This is a personal services Agreement between the parties and Service Provider shall not assign or transfer voluntarily or involuntarily any of its rights, duties, or obligations under this Agreement without the express written consent of District in each instance.

7. **INDEPENDENT CONTRACTOR.** Service Provider and any agent or employee of Service Provider shall act in an independent capacity and not as officers or employees of District. The District assumes no liability for the Service Provider's actions and performance, nor assumes responsibility for taxes, bonds, payments

or other commitments, implied or explicit by or for the Service Provider. Service Provider shall not have authority to act as an agent on behalf of the District unless specifically authorized to do so in writing. Service Provider acknowledges that it is aware that because it is an independent contractor, District is making no deductions from its fee and is not contributing to any fund on its behalf. Service Provider disclaims the right to any fee or benefits except as expressly provided for in this Agreement.

8. **ADVICE OF COUNSEL.** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California.
9. **INDEPENDENT REVIEW.** Each party hereto declares and represents that in entering into this Agreement it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this Agreement is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent or attorney of any other party.
10. **INTEGRATION AND MODIFICATION.** This Agreement contains the entire Agreement between the parties and supersedes all prior negotiations, discussion, obligations and rights of the parties in respect of each other regarding the subject matter of this Agreement. There is no other written or oral understanding between the parties. No modifications, amendment or alteration of this Agreement shall be valid unless it is in writing and signed by the parties hereto.

11. **TERMINATION.** In addition to any other rights and remedies allowed by law, the Executive Director (President/CEO) of District may terminate this Agreement at any time with or without cause by giving thirty (30) days written notice to Service Provider of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall at the option of District be delivered by Service Provider to the Don L. Nay Port Administration Building (located at 3165 Pacific Highway, San Diego, California 92101). Termination of this Agreement by Executive Director (President/CEO) as provided in this paragraph shall release District from any further fee or claim hereunder by Service Provider other than the fee earned for services which were performed prior to termination but not yet paid. Said fee shall be calculated and based on the schedule as provided in this Agreement.

12. **DISPUTE RESOLUTION**

a. If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and is not settled by direct negotiation or such other procedures as may be agreed, and if such dispute is not otherwise time barred, the parties agree to first try in good faith to settle the dispute amicably by mediation administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, prior to initiating any litigation or arbitration. Notice of any such dispute must be filed in writing with the other party within a reasonable time after the dispute has arisen. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate.

b. If mediation is unsuccessful in settling all disputes that are not otherwise time barred, and if both parties agree, any still unresolved disputes may be resolved by arbitration administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, provided, however, that the Arbitration Award shall

be non-binding and advisory only. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate. On demand of the arbitrator or any party to this Agreement, Sub-Service Provider and all parties bound by this arbitration provision agree to join in and become parties to the arbitration proceeding.

- c. The foregoing mediation and arbitration procedures notwithstanding, all claim filing requirements of the Agreement documents, the California Government Code, and otherwise, shall remain in full force and effect regardless of whether or not such dispute avoidance and resolution procedures have been implemented, and the time periods within which claims are to be filed or presented to the District Clerk as required by said Agreement, Government Code, and otherwise, shall not be waived, extended or tolled thereby. If a claim is not timely filed or presented, such claim shall be time barred and the above dispute avoidance and resolution procedures, whether or not implemented or then pending, shall likewise be time barred as to such claims.

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Provider under this Agreement or the whole or so much of the money due or to become due to the Service Provider under this Agreement as may be considered reasonably necessary by the District shall be retained by the District until such expenses, miscellaneous charges, or other liabilities or increased costs shall have been corrected or otherwise disposed of by the Service Provider at no expense to the District. If such expenses, miscellaneous charges, or other liabilities or increased costs are not corrected or otherwise disposed of at no expense to the District prior to completion date of the Agreement, the District is authorized to pay for such expenses, miscellaneous charges, or other liabilities or increased costs from the amounts retained as outlined above or to seek reimbursement of same from the Service Provider. It is the express intent of the parties to this Agreement to protect the District from loss because of conduct by or on behalf of the Service Provider.

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Revekka Balancier  
Marketing & Communications  
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P.O. Box 120488  
San Diego, CA 92112-0488  
Tel. 619-686-6232  
Email: [rbalancier@portofsandiego.org](mailto:rbalancier@portofsandiego.org)

- b. The Service Provider's Authorized Representative assigned below has the authority to authorize changes to the scope, terms and conditions of this Agreement:

Christopher Dolan  
Station Venture Operations, LP dba KNSD-TV  
9680 Granite Ridge Drive  
San Diego, CA 92123  
Tel. 619-578-0353  
Email: [Christopher.dolan@nbcuni.com](mailto:Christopher.dolan@nbcuni.com)

- c. Written notification to the other party shall be provided, in advance, of changes in the name or address of the designated Authorized Representative.

**SAN DIEGO UNIFIED PORT DISTRICT**

**STATIONVENTURE OPERATIONS  
LP dba KNSD-TV**

---

Jenifer Barsell  
Director, Marketing & Communications



---

Christopher Dolan  
Vice President of Sales

Approved as to form and legality:  
GENERAL COUNSEL

---

By: Assistant/Deputy

A manually signed copy of this Agreement transmitted by email or any other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**ATTACHMENT A  
SCOPE OF SERVICES**

**San Diego Unified Port District**

**1. Overview**

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**b. Task 2: Broadcast Television**

Vendor will run :15, :30, :60 and/or :90 on-air broadcast spots in support of the campaign with the goal of meeting the campaign objectives, delivering spots to the target demographics and running spots during the desired timeframe. Spots may be produced by the district or the vendor, and should be determined within each proposal. All broadcast spots must include pre-and post- analytics including GRPs, Reach, Frequency and gross impressions.

**c. Task 3: Digital Marketing Support**

Vendor will run online support including run :15, :30, :60 and/or :90 streaming spots, static and animated banner ads, pencil bar ads, sky scraper ads, website reskins or other online, mobile or digital options

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Where available, stations will run banner ads within regularly scheduled e-newsletters, dedicated e-blasts, or other direct marketing options offered by the station. All direct advertising must include applicable pre-and post-analytics including subscriber numbers, open rates, click-through-rates, and gross impressions.

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Vendor will run social media support on available channels including Facebook, Twitter, Instagram, LinkedIn, and YouTube, tagging the Port's official social media channels, utilizing the campaign hashtags and distributing posts, photos, videos and links to expand the reach of the broadcast campaign. All social media support must include applicable pre-and post- analytics including fans, reach, engagement, clicks and gross impressions.

**f. Task 6: Added Value Promotion**

Station will include on-screen tags or snipes, segment sponsorships, audio mentions, on-site remote broadcasts, or other campaign support that will extend the reach of the campaign, deliver the target audience and meet the campaign objective. Special consideration will be given to creative proposals that align with the Port's mission, the campaign concept and further the key messages of the district. All added-value elements must include applicable pre-and post- analytics including gross impressions.

**g. Task 7: Campaign Analytics Wrap-up**

In order to demonstrate return-on investment, all campaign analytics must be turned in immediately following the campaign, utilizing the district's Campaign Analytics Wrap-Up form (Exhibit B). Every element of the campaign must include gross impressions with additional analytics relevant to the type of advertising as noted in each task.

**ATTACHMENT B  
COMPENSATION & INVOICING  
San Diego Unified Port District**

**1. COMPENSATION**

- a. For the satisfactory performance and completion of the services under this Agreement, District shall pay Service Provider compensation as set forth hereunder.
- (1) Service Provider shall be compensated and reimbursed by District on the basis of invoices submitted each month for services performed during the preceding month.
- (a) Each invoice shall include:
- Date service performed;  
Description of the service;  
Rate  
Total Amount
- i. Services shall be invoiced in accordance with the rates negotiated for each Task Authorization issued by the District.

**2. INVOICING**

- a. **Payment Documentation.** As a prerequisite to payment for services, Service Provider shall invoice District for services performed and for reimbursable expenses authorized by this Agreement, accompanied by such records, receipts and forms as required.
- b. Service Provider shall include the following information on each invoice submitted for payment by District, in addition to the information required in Section I, above:
- (1) Agreement No. 291-2017ND  
(2) If applicable, the Task Authorization(s) (TA) number being charged.  
(3) The following certification phrase, with printed name, title and signature of Service Provider's project manager or designated representative:
- "I certify under penalty of perjury that the above statement is just and correct according to the terms of Document No. \_\_\_\_\_, and that payment has not been received."

- (4) Dates of service provided
  - (5) Date of invoice
  - (6) A unique invoice number
- c. District shall, at its discretion, return to Service Provider, without payment, any invoice, which has been submitted without the above information and certification phrase.
- d. Invoices shall be mailed to the attention of: Revekka Balancier, Marketing & Communications, P.O. Box 120488, San Diego Unified Port District, San Diego, CA 92112-0488.
- e. Should District contest any portion of an invoice, that portion shall be held for resolution, but the uncontested balance shall be processed for payment. District may, at any time, conduct an audit of any and all records kept by Service Provider for the Services. Any overpayment discovered in such an audit may be charged against the Service Provider's future invoices and any retention funds.
- f. Service Provider shall submit all invoices within thirty (30) days of completion of work represented by the request and within sixty (60) days of incurring costs to be reimbursed under the Agreement. Payment will be made to Service Provider within thirty (30) days after receipt by District of a proper invoice.

**EXHIBIT A**

**TASK AUTHORIZATION FORM  
 San Diego Unified Port District**



**(DEPARTMENT NAME)**  
 San Diego Unified Port District  
 P.O. Box 120488  
 San Diego, CA 92112-0488  
 (619) 686-\_\_\_\_  
 Fax (619) 725-\_\_\_\_

**TASK AUTHORIZATION NO. \_**

(Date)

(Name)

(Title)

(Name of Company)

(Address)

(City, State, Zip)

Email:

**Subject: Task Authorization for Agreement No. \_ - 20\_\_**  
 (Agreement Title)

You are authorized to proceed with the services described in this correspondence, in an amount not to exceed \$\_\_\_\_\_. This Task Authorization is in accordance with the terms of the subject agreement. **Please cite TA #\_ on invoice(s) for this Task.**

**TASK DESCRIPTION**

1.	Requestor:		4.	Task Start Date:	
2.	Date of Request:		5.	Task End Date:	
3.	Task Budget:	\$			
7.	<b>Task Title:</b>				

8. **Scope of Services.**

9. Please acknowledge acceptance of this Task Authorization by signing below and returning via email to \_\_\_\_\_@portofsandiego.org.

**APPROVALS**

**Service Provider:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Firm: \_\_\_\_\_  
Date: \_\_\_\_\_

**Manager:**

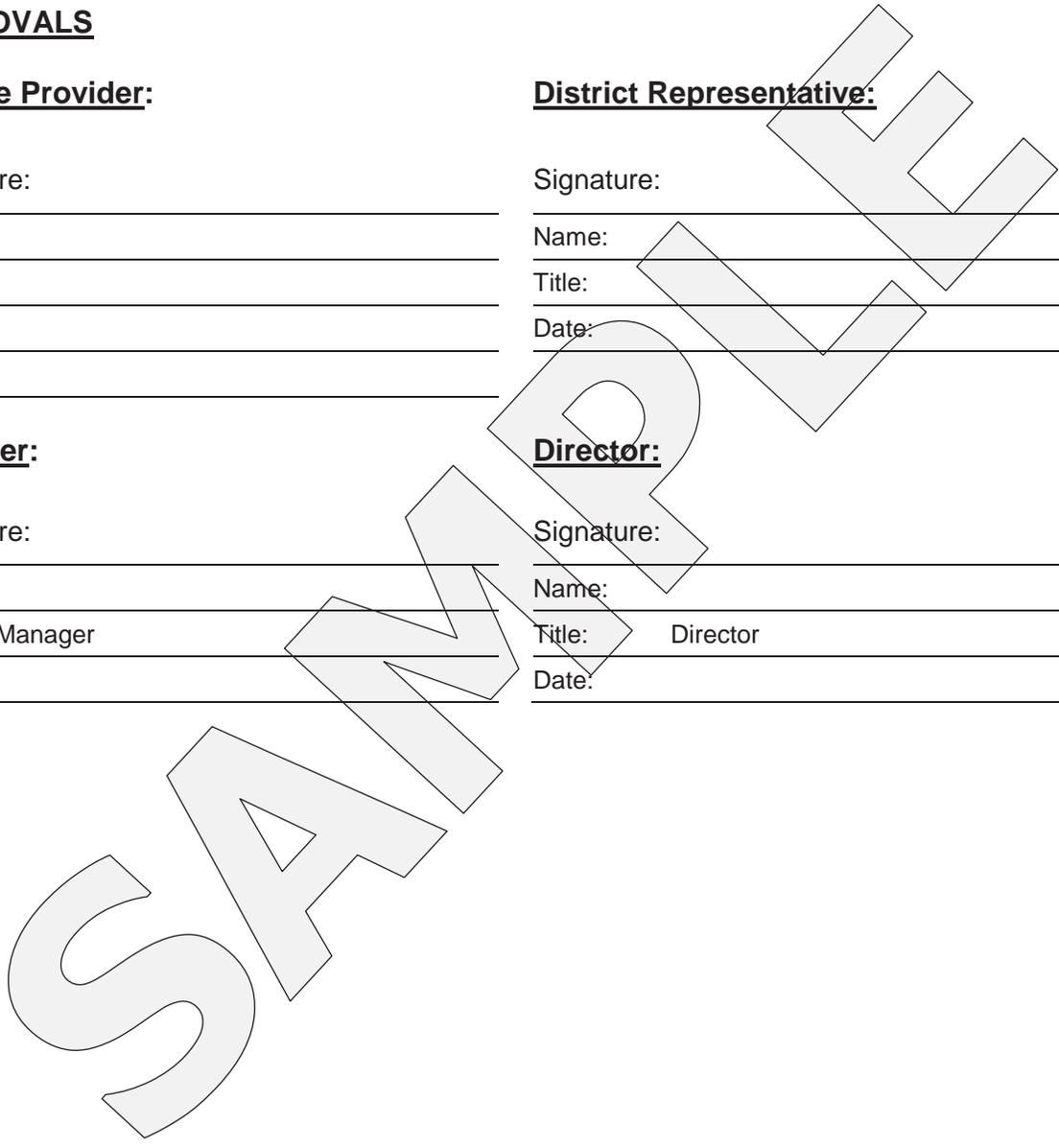
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Manager  
Date: \_\_\_\_\_

**District Representative:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Director:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Director  
Date: \_\_\_\_\_





**AGREEMENT BETWEEN  
SAN DIEGO UNIFIED PORT DISTRICT  
and  
MIDWEST TELEVISION, INC.  
dba  
KFMB STATIONS  
for  
AS-NEEDED TELEVISION MEDIA MARKETING SERVICES  
AGREEMENT NO. 292-2017ND**

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and MIDWEST TELEVISION, INC. dba KFMB STATIONS, a California S Corporation (Service Provider). The parties agree to the following:

1. **SCOPE OF SERVICES.** Service Provider shall provide services to satisfactorily comply with Attachment A, Scope of Services, attached hereto and incorporated herein, as requested by District. Service Provider shall keep the Executive Director of the District or their designated representative informed of the progress of said services at all times.
  - a. **As-Needed Services**
    - (1) Service Provider is aware that the services to be provided under this Agreement are on an as-needed basis as determined by the District. Service Provider may or may not receive a request to provide such services, and Service Provider may not receive the maximum expenditure of funds allocated for these services. No work or services will be performed until a task authorization has been signed by the District Representative.
    - (2) Service Provider shall furnish all technical and professional labor, and materials to satisfactorily comply with Attachment A: Scope of Services as requested by District by issuance of specific Task Authorization and agreed to by Service Provider.
    - (3) Services rendered under this Agreement shall be undertaken by Service Provider only upon issuance of a Task Authorization (TA)

for said services, in the format as shown in the attached Exhibit A, attached hereto and incorporated herein. A Task Authorization shall not be considered effective until the Task Authorization has been signed by the District's designated representative.

2. **TERM OF AGREEMENT.** This Agreement shall commence on February 1, 2018 and shall terminate on June 30, 2023, subject to earlier termination as provided below.
  
3. **COMPENSATION.** For performance of services rendered pursuant to this Agreement and as further described in Attachment B, Compensation and Invoicing, attached hereto and incorporated herein; District shall compensate Service Provider based on the following, subject to the limitation of the maximum expenditure provided herein:
  - a. **Maximum Expenditure.** The aggregate amount under this Agreement with Service Provider and agreement with Scripps Media, Inc. dba KGTV, District Clerk Document No. \_\_\_\_\_, Tribune Media Company dba KSWB, District Clerk Document No. \_\_\_\_\_, Entravision Communications Corporation dba KBNT-TV, District Clerk Document No. \_\_\_\_\_, Station Venture Operations dba KNSD-TV, District Clerk Document No. \_\_\_\_\_, Energy Communications Corporation dba XEWT, District Clerk Document No. \_\_\_\_\_, and McKinnon Broadcasting Company dba KUSI, District Clerk Document No. \_\_\_\_\_, shall not exceed \$1,200,000.00 Said expenditure shall include without limitation all sums, charges, reimbursements, costs and expenses provided for herein. Service Provider shall not be required to perform further services after compensation has been expended. In the event that the Service Provider anticipates the need for services in excess of the maximum Agreement amount, the District shall be notified in writing immediately. District must approve an amendment to this Agreement before additional fees and costs are incurred,

4. **COMPLIANCE**

- a. In performance of this Agreement, Service Provider and Service Provider's Sub-Service Providers shall comply with the California Fair Employment and Housing Act, the American with Disabilities Act, and all other applicable federal, state, and local laws prohibiting discrimination, including without limitation, laws prohibiting discrimination because of age, ancestry, color, creed, denial of family and medical care leave, disability, marital status, medical condition, national origin, race, religion, sex, or sexual orientation. Service Provider shall comply with the prevailing wage provisions of the Labor Code, and the Political Reform Act provisions of the Government Code, as applicable.
- b. Service Provider shall comply with all Federal, State, regional and local laws, and district Ordinances and Regulations applicable to the performance of services under this Agreement as exist now or as may be added or amended.

5. **INDEPENDENT ANALYSIS.** Service Provider shall provide the services required by this Agreement and arrive at conclusions with respect to the rendition of information, advice or recommendations, independent of the control and direction of District, other than normal contract monitoring provided, however, Service Provider shall possess no authority with respect to any District decision.

6. **ASSIGNMENT.** This is a personal services Agreement between the parties and Service Provider shall not assign or transfer voluntarily or involuntarily any of its rights, duties, or obligations under this Agreement without the express written consent of District in each instance.

7. **INDEPENDENT CONTRACTOR.** Service Provider and any agent or employee of Service Provider shall act in an independent capacity and not as officers or employees of District. The District assumes no liability for the Service Provider's actions and performance, nor assumes responsibility for taxes, bonds, payments

or other commitments, implied or explicit by or for the Service Provider. Service Provider shall not have authority to act as an agent on behalf of the District unless specifically authorized to do so in writing. Service Provider acknowledges that it is aware that because it is an independent contractor, District is making no deductions from its fee and is not contributing to any fund on its behalf. Service Provider disclaims the right to any fee or benefits except as expressly provided for in this Agreement.

8. **ADVICE OF COUNSEL.** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California.
9. **INDEPENDENT REVIEW.** Each party hereto declares and represents that in entering into this Agreement it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this Agreement is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent or attorney of any other party.
10. **INTEGRATION AND MODIFICATION.** This Agreement contains the entire Agreement between the parties and supersedes all prior negotiations, discussion, obligations and rights of the parties in respect of each other regarding the subject matter of this Agreement. There is no other written or oral understanding between the parties. No modifications, amendment or alteration of this Agreement shall be valid unless it is in writing and signed by the parties hereto.

11. **TERMINATION.** In addition to any other rights and remedies allowed by law, the Executive Director (President/CEO) of District may terminate this Agreement at any time with or without cause by giving thirty (30) days written notice to Service Provider of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall at the option of District be delivered by Service Provider to the Don L. Nay Port Administration Building (located at 3165 Pacific Highway, San Diego, California 92101). Termination of this Agreement by Executive Director (President/CEO) as provided in this paragraph shall release District from any further fee or claim hereunder by Service Provider other than the fee earned for services which were performed prior to termination but not yet paid. Said fee shall be calculated and based on the schedule as provided in this Agreement.

12. **DISPUTE RESOLUTION**

- a. If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and is not settled by direct negotiation or such other procedures as may be agreed, and if such dispute is not otherwise time barred, the parties agree to first try in good faith to settle the dispute amicably by mediation administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, prior to initiating any litigation or arbitration. Notice of any such dispute must be filed in writing with the other party within a reasonable time after the dispute has arisen. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate.
- b. If mediation is unsuccessful in settling all disputes that are not otherwise time barred, and if both parties agree, any still unresolved disputes may be resolved by arbitration administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, provided, however, that the Arbitration Award shall

be non-binding and advisory only. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate. On demand of the arbitrator or any party to this Agreement, Sub-Service Provider and all parties bound by this arbitration provision agree to join in and become parties to the arbitration proceeding.

- c. The foregoing mediation and arbitration procedures notwithstanding, all claim filing requirements of the Agreement documents, the California Government Code, and otherwise, shall remain in full force and effect regardless of whether or not such dispute avoidance and resolution procedures have been implemented, and the time periods within which claims are to be filed or presented to the District Clerk as required by said Agreement, Government Code, and otherwise, shall not be waived, extended or tolled thereby. If a claim is not timely filed or presented, such claim shall be time barred and the above dispute avoidance and resolution procedures, whether or not implemented or then pending, shall likewise be time barred as to such claims.

13. **PAYMENT BY DISTRICT.** Payment by the District pursuant to this Agreement does not represent that the District has made a detailed examination, audit, or arithmetic verification of the documentation submitted for payment by the Service Provider, made an exhaustive inspection to check the quality or quantity of the services performed by the Service Provider, made an examination to ascertain how or for what purpose the Service Provider has used money previously paid on account by the District, or constitute a waiver of claims against the Service Provider by the District. The District may in its sole discretion withhold payments or seek reimbursement from the Service Provider for expenses, miscellaneous charges, or other liabilities or increased costs incurred or anticipated by the District which are the fault of or as result of work performed or negligent conduct by or on behalf of the Service Provider. Upon five (5) day written notice to the Service Provider, the District shall have the right to estimate the amount of expenses, miscellaneous charges, or other liabilities or increased costs and to cause the Service Provider to pay the same; and the amount due the Service

Provider under this Agreement or the whole or so much of the money due or to become due to the Service Provider under this Agreement as may be considered reasonably necessary by the District shall be retained by the District until such expenses, miscellaneous charges, or other liabilities or increased costs shall have been corrected or otherwise disposed of by the Service Provider at no expense to the District. If such expenses, miscellaneous charges, or other liabilities or increased costs are not corrected or otherwise disposed of at no expense to the District prior to completion date of the Agreement, the District is authorized to pay for such expenses, miscellaneous charges, or other liabilities or increased costs from the amounts retained as outlined above or to seek reimbursement of same from the Service Provider. It is the express intent of the parties to this Agreement to protect the District from loss because of conduct by or on behalf of the Service Provider.

14. **CAPTIONS.** The captions by which the paragraphs of this Agreement are identified are for convenience only and shall have no effect upon its interpretation.
15. **EXECUTIVE DIRECTOR'S SIGNATURE.** It is an express condition of this Agreement that said Agreement shall not be complete nor effective until signed by either the Executive Director (President/CEO) or Authorized Designee on behalf of the District and by Authorized Representative of the Service Provider.
  - a. Submit all correspondence regarding this Agreement to:

Revekka Balancier  
Marketing & Communications  
San Diego Unified Port District  
P.O. Box 120488  
San Diego, CA 92112-0488  
Tel. 619-686-6232  
Email: [rbalancier@portofsandiego.org](mailto:rbalancier@portofsandiego.org)

- b. The Service Provider's Authorized Representative assigned below has the authority to authorize changes to the scope, terms and conditions of this Agreement:

Jeannie Johnson  
Midwest Television, Inc. dba KFMB Stations  
7677 Engineer Road  
San Diego, CA 92111  
Tel. 858-495-9332  
Email: [jjohnson@kfmb.com](mailto:jjohnson@kfmb.com)

- c. Written notification to the other party shall be provided, in advance, of changes in the name or address of the designated Authorized Representative.

**SAN DIEGO UNIFIED PORT DISTRICT**

**MIDWEST TELEVISION, INC. dba  
KFMB**

\_\_\_\_\_  
Jenifer Barsell  
Director, Marketing & Communications

  
\_\_\_\_\_  
Alberto Mier y Teran  
President, General Manager

Approved as to form and legality:  
GENERAL COUNSEL

\_\_\_\_\_  
By: Assistant/Deputy

A manually signed copy of this Agreement transmitted by email or any other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**ATTACHMENT A  
SCOPE OF SERVICES**

**San Diego Unified Port District**

**1. Overview**

Broadcast Television Media vendor shall provide marketing, advertising, and promotional services to the District's full-service Marketing and Communications Department to support marketing campaigns, branding efforts, community outreach, public awareness and/or other marketing and communications projects. Vendor will be called upon to deliver media support on an as-needed basis in various areas including maritime, waterfront development, public safety, experiences, environment and other program areas. For each campaign the district will make available the details of the campaign including objective, timeframe and target demographics. Vendors will be selected for individual campaign based on the following process:

**a. Task 1: Campaign Proposals**

Submit a proposal for each marketing campaign vendor is interested in participating in based on tasks 2 through 6 utilizing the district's broadcast marketing proposal format (Attachment B). Stations may also submit additional documentation, any standard station proposal formats, and other supplemental information, however, the district's broadcast marketing proposal must accompany the submission as a cover sheet for each marketing campaign. The broadcast marketing proposal will include rates for all tasks below, specifying which options will be included, at which rates and amounts. Numbers of spots and ads, and rate amounts may vary for each proposal, but must remain locked once a proposal has been accepted and a task authorization has been signed. Selected stations with task authorizations will move forward with Tasks 2 through 7 below.

**b. Task 2: Broadcast Television**

Vendor will run :15, :30, :60 and/or :90 on-air broadcast spots in support of the campaign with the goal of meeting the campaign objectives, delivering spots to the target demographics and running spots during the desired timeframe. Spots may be produced by the district or the vendor, and should be determined within each proposal. All broadcast spots must include pre-and post- analytics including GRPs, Reach, Frequency and gross impressions.

**c. Task 3: Digital Marketing Support**

Vendor will run online support including run :15, :30, :60 and/or :90 streaming spots, static and animated banner ads, pencil bar ads, sky scraper ads, website reskins or other online, mobile or digital options

available. All digital advertising must include applicable pre-and post-analytics including page views, click-through-rates, and gross impressions.

**d. Task 4: Direct Marketing Support**

Where available, stations will run banner ads within regularly scheduled e-newsletters, dedicated e-blasts, or other direct marketing options offered by the station. All direct advertising must include applicable pre-and post-analytics including subscriber numbers, open rates, click-through-rates, and gross impressions.

**e. Task 5: Social Media Support**

Vendor will run social media support on available channels including Facebook, Twitter, Instagram, LinkedIn, and YouTube, tagging the Port's official social media channels, utilizing the campaign hashtags and distributing posts, photos, videos and links to expand the reach of the broadcast campaign. All social media support must include applicable pre-and post- analytics including fans, reach, engagement, clicks and gross impressions.

**f. Task 6: Added Value Promotion**

Station will include on-screen tags or snipes, segment sponsorships, audio mentions, on-site remote broadcasts, or other campaign support that will extend the reach of the campaign, deliver the target audience and meet the campaign objective. Special consideration will be given to creative proposals that align with the Port's mission, the campaign concept and further the key messages of the district. All added-value elements must include applicable pre-and post- analytics including gross impressions.

**g. Task 7: Campaign Analytics Wrap-up**

In order to demonstrate return-on investment, all campaign analytics must be turned in immediately following the campaign, utilizing the district's Campaign Analytics Wrap-Up form (Exhibit B). Every element of the campaign must include gross impressions with additional analytics relevant to the type of advertising as noted in each task.

**ATTACHMENT B  
COMPENSATION & INVOICING  
San Diego Unified Port District**

1. **COMPENSATION**

- a. For the satisfactory performance and completion of the services under this Agreement, District shall pay Service Provider compensation as set forth hereunder.
  - (1) Service Provider shall be compensated and reimbursed by District on the basis of invoices submitted each month for services performed during the preceding month.
    - (a) Each invoice shall include:
      - Date service performed;
      - Description of the service;
      - Rate
      - Total Amount
  - i. Services shall be invoiced in accordance with the rates negotiated for each Task Authorization issued by the District.

2. **INVOICING**

- a. **Payment Documentation.** As a prerequisite to payment for services, Service Provider shall invoice District for services performed and for reimbursable expenses authorized by this Agreement, accompanied by such records, receipts and forms as required.
- b. Service Provider shall include the following information on each invoice submitted for payment by District, in addition to the information required in Section I, above:
  - (1) Agreement No. 292-2017ND
  - (2) If applicable, the Task Authorization(s) (TA) number being charged.
  - (3) The following certification phrase, with printed name, title and signature of Service Provider's project manager or designated representative:

"I certify under penalty of perjury that the above statement is just and correct according to the terms of Document No. \_\_\_\_\_, and that payment has not been received."
  - (4) Dates of service provided

- (5) Date of invoice
  - (6) A unique invoice number
- c. District shall, at its discretion, return to Service Provider, without payment, any invoice, which has been submitted without the above information and certification phrase.
- d. Invoices shall be mailed to the attention of: Revekka Balancier, Marketing & Communications, P.O. Box 120488, San Diego Unified Port District, San Diego, CA 92112-0488.
- e. Should District contest any portion of an invoice, that portion shall be held for resolution, but the uncontested balance shall be processed for payment. District may, at any time, conduct an audit of any and all records kept by Service Provider for the Services. Any overpayment discovered in such an audit may be charged against the Service Provider's future invoices and any retention funds.
- f. Service Provider shall submit all invoices within thirty (30) days of completion of work represented by the request and within sixty (60) days of incurring costs to be reimbursed under the Agreement. Payment will be made to Service Provider within thirty (30) days after receipt by District of a proper invoice.

**TASK AUTHORIZATION FORM**  
**San Diego Unified Port District**



**(DEPARTMENT NAME)**  
 San Diego Unified Port District  
 P.O. Box 120488  
 San Diego, CA 92112-0488  
 (619) 686-\_\_\_\_  
 Fax (619) 725-\_\_\_\_

**TASK AUTHORIZATION NO. \_**

(Date)

(Name)

(Title)

(Name of Company)

(Address)

(City, State, Zip)

Email:

**Subject: Task Authorization for Agreement No. \_\_-20\_\_**  
 (Agreement Title)

You are authorized to proceed with the services described in this correspondence, in an amount not to exceed \$\_\_\_\_\_. This Task Authorization is in accordance with the terms of the subject agreement. **Please cite TA #\_ on invoice(s) for this Task.**

**TASK DESCRIPTION**

1.	Requestor:		4.	Task Start Date:	
2.	Date of Request:		5.	Task End Date:	
3.	Task Budget:	\$			
7.	<b>Task Title:</b>				

8. **Scope of Services.**

9. Please acknowledge acceptance of this Task Authorization by signing below and returning via email to \_\_\_\_\_@portofsandiego.org.

**APPROVALS**

**Service Provider:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Firm: \_\_\_\_\_  
Date: \_\_\_\_\_

**Manager:**

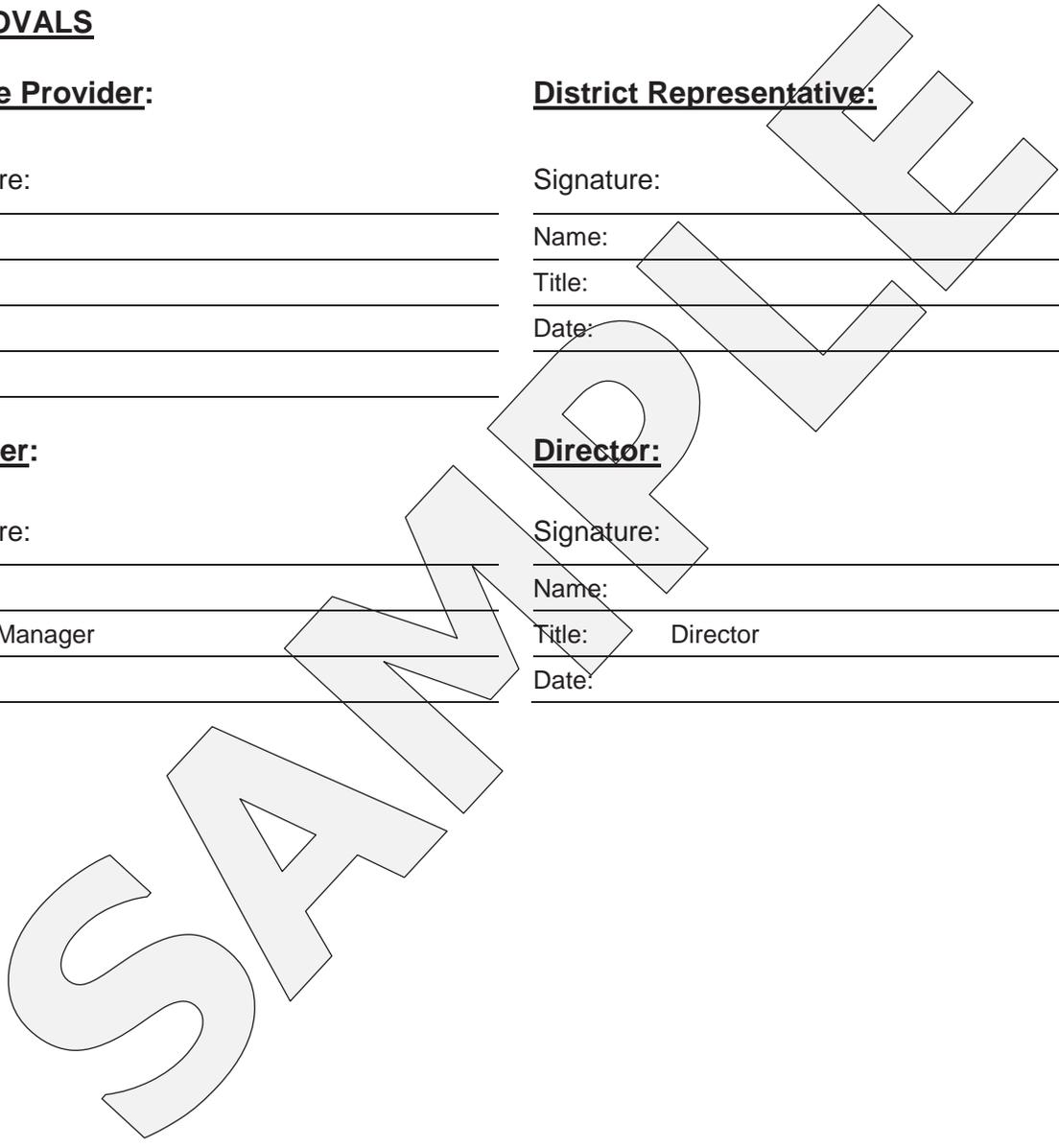
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Manager  
Date: \_\_\_\_\_

**District Representative:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Director:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Director  
Date: \_\_\_\_\_





**AGREEMENT BETWEEN  
SAN DIEGO UNIFIED PORT DISTRICT  
and  
ENERGY COMMUNICATIONS CORPORATION  
dba  
XEWT  
for  
AS-NEEDED TELEVISION MEDIA MARKETING SERVICES  
AGREEMENT NO. 293-2017ND**

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and ENERGY COMMUNICATIONS CORPORATION dba XEWT, a California Corporation (Service Provider). The parties agree to the following:

1. **SCOPE OF SERVICES.** Service Provider shall provide services to satisfactorily comply with Attachment A, Scope of Services, attached hereto and incorporated herein, as requested by District. Service Provider shall keep the Executive Director of the District or their designated representative informed of the progress of said services at all times.
  - a. **As-Needed Services**
    - (1) Service Provider is aware that the services to be provided under this Agreement are on an as-needed basis as determined by the District. Service Provider may or may not receive a request to provide such services, and Service Provider may not receive the maximum expenditure of funds allocated for these services. No work or services will be performed until a task authorization has been signed by the District Representative.
    - (2) Service Provider shall furnish all technical and professional labor, and materials to satisfactorily comply with Attachment A: Scope of Services as requested by District by issuance of specific Task Authorization and agreed to by Service Provider.
    - (3) Services rendered under this Agreement shall be undertaken by Service Provider only upon issuance of a Task Authorization (TA)

for said services, in the format as shown in the attached Exhibit A, attached hereto and incorporated herein. A Task Authorization shall not be considered effective until the Task Authorization has been signed by the District's designated representative.

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  - a. **Maximum Expenditure.** The aggregate amount under this Agreement with Service Provider and agreement with Scripps Media, Inc. dba KGTV, District Clerk Document No. \_\_\_\_\_, Tribune Media Company dba KSWB, District Clerk Document No. \_\_\_\_\_, Entravision Communications Corporation dba KBNT-TV, District Clerk Document No. \_\_\_\_\_, Station Venture Operations dba KNSD-TV, District Clerk Document No. \_\_\_\_\_, Midwest Television, Inc. dba KFMB Stations, District Clerk Document No. \_\_\_\_\_, and McKinnon Broadcasting Company dba KUSI, District Clerk Document No. \_\_\_\_\_, shall not exceed \$1,200,000.00. Said expenditure shall include without limitation all sums, charges, reimbursements, costs and expenses provided for herein. Service Provider shall not be required to perform further services after compensation has been expended. In the event that the Service Provider anticipates the need for services in excess of the maximum Agreement amount, the District shall be notified in writing immediately. District must approve an amendment to this Agreement before additional fees and costs are incurred,

4. **COMPLIANCE**

- a. In performance of this Agreement, Service Provider and Service Provider's Sub-Service Providers shall comply with the California Fair Employment and Housing Act, the American with Disabilities Act, and all other applicable federal, state, and local laws prohibiting discrimination, including without limitation, laws prohibiting discrimination because of age, ancestry, color, creed, denial of family and medical care leave, disability, marital status, medical condition, national origin, race, religion, sex, or sexual orientation. Service Provider shall comply with the prevailing wage provisions of the Labor Code, and the Political Reform Act provisions of the Government Code, as applicable.
- b. Service Provider shall comply with all Federal, State, regional and local laws, and district Ordinances and Regulations applicable to the performance of services under this Agreement as exist now or as may be added or amended.

5. **INDEPENDENT ANALYSIS.** Service Provider shall provide the services required by this Agreement and arrive at conclusions with respect to the rendition of information, advice or recommendations, independent of the control and direction of District, other than normal contract monitoring provided, however, Service Provider shall possess no authority with respect to any District decision.

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or other commitments, implied or explicit by or for the Service Provider. Service Provider shall not have authority to act as an agent on behalf of the District unless specifically authorized to do so in writing. Service Provider acknowledges that it is aware that because it is an independent contractor, District is making no deductions from its fee and is not contributing to any fund on its behalf. Service Provider disclaims the right to any fee or benefits except as expressly provided for in this Agreement.

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9. **INDEPENDENT REVIEW.** Each party hereto declares and represents that in entering into this Agreement it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this Agreement is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent or attorney of any other party.
10. **INTEGRATION AND MODIFICATION.** This Agreement contains the entire Agreement between the parties and supersedes all prior negotiations, discussion, obligations and rights of the parties in respect of each other regarding the subject matter of this Agreement. There is no other written or oral understanding between the parties. No modifications, amendment or alteration of this Agreement shall be valid unless it is in writing and signed by the parties hereto.

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a. If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and is not settled by direct negotiation or such other procedures as may be agreed, and if such dispute is not otherwise time barred, the parties agree to first try in good faith to settle the dispute amicably by mediation administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, prior to initiating any litigation or arbitration. Notice of any such dispute must be filed in writing with the other party within a reasonable time after the dispute has arisen. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate.

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be non-binding and advisory only. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate. On demand of the arbitrator or any party to this Agreement, Sub-Service Provider and all parties bound by this arbitration provision agree to join in and become parties to the arbitration proceeding.

- c. The foregoing mediation and arbitration procedures notwithstanding, all claim filing requirements of the Agreement documents, the California Government Code, and otherwise, shall remain in full force and effect regardless of whether or not such dispute avoidance and resolution procedures have been implemented, and the time periods within which claims are to be filed or presented to the District Clerk as required by said Agreement, Government Code, and otherwise, shall not be waived, extended or tolled thereby. If a claim is not timely filed or presented, such claim shall be time barred and the above dispute avoidance and resolution procedures, whether or not implemented or then pending, shall likewise be time barred as to such claims.

13. **PAYMENT BY DISTRICT.** Payment by the District pursuant to this Agreement does not represent that the District has made a detailed examination, audit, or arithmetic verification of the documentation submitted for payment by the Service Provider, made an exhaustive inspection to check the quality or quantity of the services performed by the Service Provider, made an examination to ascertain how or for what purpose the Service Provider has used money previously paid on account by the District, or constitute a waiver of claims against the Service Provider by the District. The District may in its sole discretion withhold payments or seek reimbursement from the Service Provider for expenses, miscellaneous charges, or other liabilities or increased costs incurred or anticipated by the District which are the fault of or as result of work performed or negligent conduct by or on behalf of the Service Provider. Upon five (5) day written notice to the Service Provider, the District shall have the right to estimate the amount of expenses, miscellaneous charges, or other liabilities or increased costs and to cause the Service Provider to pay the same; and the amount due the Service

Provider under this Agreement or the whole or so much of the money due or to become due to the Service Provider under this Agreement as may be considered reasonably necessary by the District shall be retained by the District until such expenses, miscellaneous charges, or other liabilities or increased costs shall have been corrected or otherwise disposed of by the Service Provider at no expense to the District. If such expenses, miscellaneous charges, or other liabilities or increased costs are not corrected or otherwise disposed of at no expense to the District prior to completion date of the Agreement, the District is authorized to pay for such expenses, miscellaneous charges, or other liabilities or increased costs from the amounts retained as outlined above or to seek reimbursement of same from the Service Provider. It is the express intent of the parties to this Agreement to protect the District from loss because of conduct by or on behalf of the Service Provider.

14. **CAPTIONS.** The captions by which the paragraphs of this Agreement are identified are for convenience only and shall have no effect upon its interpretation.
15. **EXECUTIVE DIRECTOR'S SIGNATURE.** It is an express condition of this Agreement that said Agreement shall not be complete nor effective until signed by either the Executive Director (President/CEO) or Authorized Designee on behalf of the District and by Authorized Representative of the Service Provider.
  - a. Submit all correspondence regarding this Agreement to:

Revekka Balancier  
Marketing & Communications  
San Diego Unified Port District  
P.O. Box 120488  
San Diego, CA 92112-0488  
Tel. 619-686-6232  
Email: [rbalancier@portofsandiego.org](mailto:rbalancier@portofsandiego.org)

- b. The Service Provider's Authorized Representative assigned below has the authority to authorize changes to the scope, terms and conditions of this Agreement:

Connie Alvarez  
Energy Communications Corporation dba XEWT  
637 3<sup>rd</sup> Ave, Suite B  
Chula Vista, CA 91910  
Tel. 619-585-9398 ext. 129  
Email: [calvarez@xewt12.tv](mailto:calvarez@xewt12.tv)

- c. Written notification to the other party shall be provided, in advance, of changes in the name or address of the designated Authorized Representative.

**SAN DIEGO UNIFIED PORT DISTRICT**

**ENERGY COMMUNICATIONS  
CORPORATION dba XEWT**



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Jenifer Barsell  
Director, Marketing & Communications

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Connie Alvarez  
Hispanic Marketing Consultant

Approved as to form and legality:  
GENERAL COUNSEL

---

By: Assistant/Deputy

A manually signed copy of this Agreement transmitted by email or any other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

## ATTACHMENT A SCOPE OF SERVICES

### San Diego Unified Port District

#### 1. Overview

Broadcast Television Media vendor shall provide marketing, advertising, and promotional services to the District's full-service Marketing and Communications Department to support marketing campaigns, branding efforts, community outreach, public awareness and/or other marketing and communications projects. Vendor will be called upon to deliver media support on an as-needed basis in various areas including maritime, waterfront development, public safety, experiences, environment and other program areas. For each campaign the district will make available the details of the campaign including objective, timeframe and target demographics. Vendors will be selected for individual campaign based on the following process:

##### a. Task 1: Campaign Proposals

Submit a proposal for each marketing campaign vendor is interested in participating in based on tasks 2 through 6 utilizing the district's broadcast marketing proposal format (Attachment B). Stations may also submit additional documentation, any standard station proposal formats, and other supplemental information, however, the district's broadcast marketing proposal must accompany the submission as a cover sheet for each marketing campaign. The broadcast marketing proposal will include rates for all tasks below, specifying which options will be included, at which rates and amounts. Numbers of spots and ads, and rate amounts may vary for each proposal, but must remain locked once a proposal has been accepted and a task authorization has been signed. Selected stations with task authorizations will move forward with Tasks 2 through 7 below.

##### b. Task 2: Broadcast Television

Vendor will run :15, :30, :60 and/or :90 on-air broadcast spots in support of the campaign with the goal of meeting the campaign objectives, delivering spots to the target demographics and running spots during the desired timeframe. Spots may be produced by the district or the vendor, and should be determined within each proposal. All broadcast spots must include pre-and post- analytics including GRPs, Reach, Frequency and gross impressions.

##### c. Task 3: Digital Marketing Support

Vendor will run online support including run :15, :30, :60 and/or :90 streaming spots, static and animated banner ads, pencil bar ads, sky scraper ads, website reskins or other online, mobile or digital options

available. All digital advertising must include applicable pre-and post-analytics including page views, click-through-rates, and gross impressions.

**d. Task 4: Direct Marketing Support**

Where available, stations will run banner ads within regularly scheduled e-newsletters, dedicated e-blasts, or other direct marketing options offered by the station. All direct advertising must include applicable pre-and post-analytics including subscriber numbers, open rates, click-through-rates, and gross impressions.

**e. Task 5: Social Media Support**

Vendor will run social media support on available channels including Facebook, Twitter, Instagram, LinkedIn, and YouTube, tagging the Port's official social media channels, utilizing the campaign hashtags and distributing posts, photos, videos and links to expand the reach of the broadcast campaign. All social media support must include applicable pre-and post- analytics including fans, reach, engagement, clicks and gross impressions.

**f. Task 6: Added Value Promotion**

Station will include on-screen tags or snipes, segment sponsorships, audio mentions, on-site remote broadcasts, or other campaign support that will extend the reach of the campaign, deliver the target audience and meet the campaign objective. Special consideration will be given to creative proposals that align with the Port's mission, the campaign concept and further the key messages of the district. All added-value elements must include applicable pre-and post- analytics including gross impressions.

**g. Task 7: Campaign Analytics Wrap-up**

In order to demonstrate return-on investment, all campaign analytics must be turned in immediately following the campaign, utilizing the district's Campaign Analytics Wrap-Up form (Exhibit B). Every element of the campaign must include gross impressions with additional analytics relevant to the type of advertising as noted in each task.

**ATTACHMENT B  
COMPENSATION & INVOICING  
San Diego Unified Port District**

**1. COMPENSATION**

- a. For the satisfactory performance and completion of the services under this Agreement, District shall pay Service Provider compensation as set forth hereunder.
  - (1) Service Provider shall be compensated and reimbursed by District on the basis of invoices submitted each month for services performed during the preceding month.
    - (a) Each invoice shall include:
      - Date service performed;
      - Description of the service;
      - Rate
      - Total Amount
  - i. Services shall be invoiced in accordance with the rates negotiated for each Task Authorization issued by the District.

**2. INVOICING**

- a. **Payment Documentation.** As a prerequisite to payment for services, Service Provider shall invoice District for services performed and for reimbursable expenses authorized by this Agreement, accompanied by such records, receipts and forms as required.
- b. Service Provider shall include the following information on each invoice submitted for payment by District, in addition to the information required in Section I, above:
  - (1) Agreement No. 293-2017ND
  - (2) If applicable, the Task Authorization(s) (TA) number being charged.
  - (3) The following certification phrase, with printed name, title and signature of Service Provider's project manager or designated representative:

"I certify under penalty of perjury that the above statement is just and correct according to the terms of Document No. \_\_\_\_\_, and that payment has not been received."

- (4) Dates of service provided
  - (5) Date of invoice
  - (6) A unique invoice number
- c. District shall, at its discretion, return to Service Provider, without payment, any invoice, which has been submitted without the above information and certification phrase.
- d. Invoices shall be mailed to the attention of: Revekka Balancier, Marketing & Communications, P.O. Box 120488, San Diego Unified Port District, San Diego, CA 92112-0488.
- e. Should District contest any portion of an invoice, that portion shall be held for resolution, but the uncontested balance shall be processed for payment. District may, at any time, conduct an audit of any and all records kept by Service Provider for the Services. Any overpayment discovered in such an audit may be charged against the Service Provider's future invoices and any retention funds.
- f. Service Provider shall submit all invoices within thirty (30) days of completion of work represented by the request and within sixty (60) days of incurring costs to be reimbursed under the Agreement. Payment will be made to Service Provider within thirty (30) days after receipt by District of a proper invoice.

**TASK AUTHORIZATION FORM**  
**San Diego Unified Port District**



**(DEPARTMENT NAME)**  
 San Diego Unified Port District  
 P.O. Box 120488  
 San Diego, CA 92112-0488  
 (619) 686-\_\_\_\_  
 Fax (619) 725-\_\_\_\_

**TASK AUTHORIZATION NO. \_**

(Date)

(Name)  
 (Title)  
 (Name of Company)  
 (Address)  
 (City, State, Zip)  
 Email:

**Subject: Task Authorization for Agreement No. \_ - 20\_\_**  
 (Agreement Title)

You are authorized to proceed with the services described in this correspondence, in an amount not to exceed \$\_\_\_\_\_. This Task Authorization is in accordance with the terms of the subject agreement. **Please cite TA #\_ on invoice(s) for this Task.**

**TASK DESCRIPTION**

1.	Requestor:		4.	Task Start Date:	
2.	Date of Request:		5.	Task End Date:	
3.	Task Budget:	\$			
7.	<b>Task Title:</b>				

8. **Scope of Services.**

9. Please acknowledge acceptance of this Task Authorization by signing below and returning via email to \_\_\_\_\_@portofsandiego.org.

**APPROVALS**

**Service Provider:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Firm: \_\_\_\_\_  
Date: \_\_\_\_\_

**Manager:**

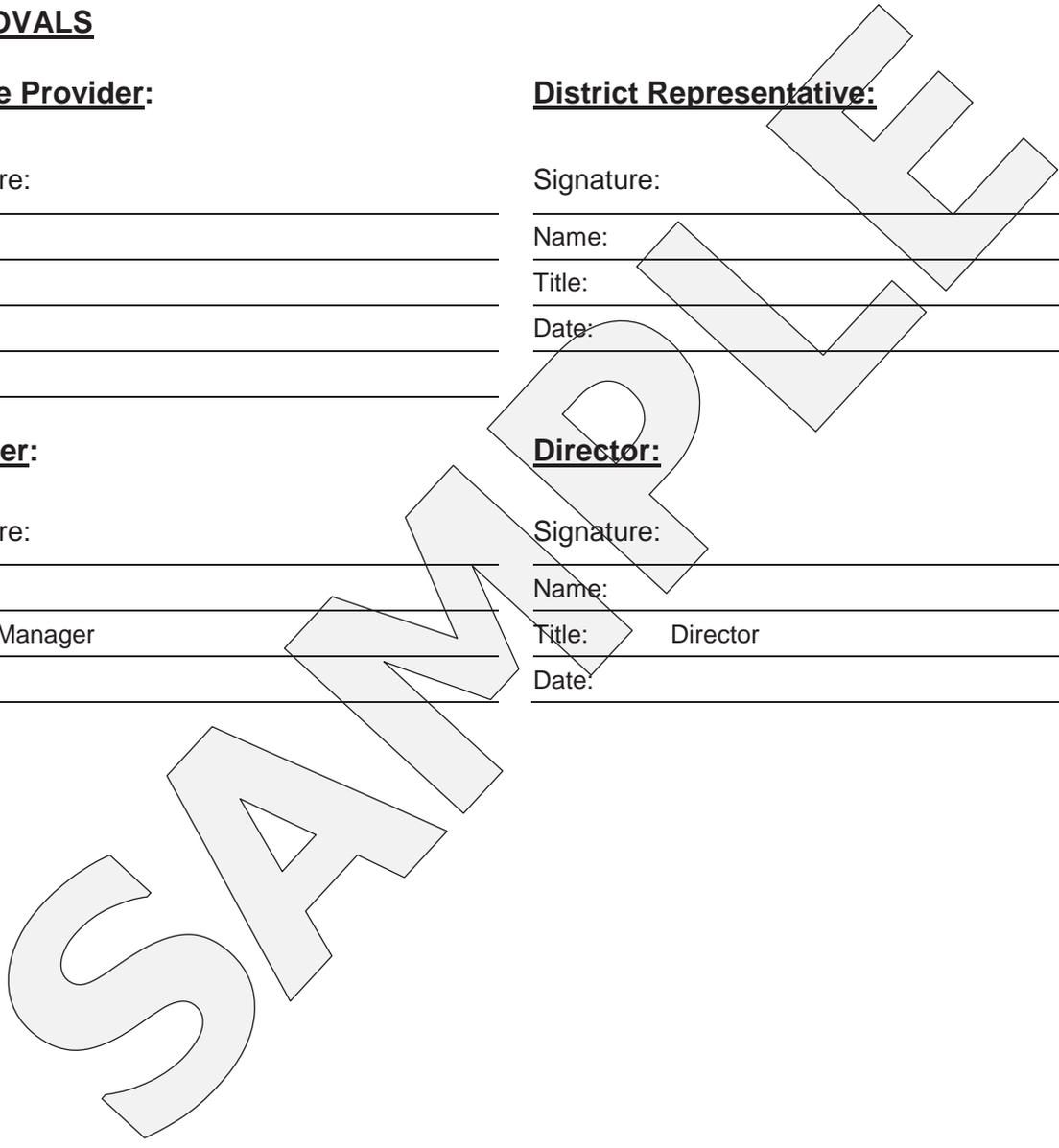
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Manager  
Date: \_\_\_\_\_

**District Representative:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Director:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Director  
Date: \_\_\_\_\_



**EXHIBIT B**  
**POST-CAMPAIGN ANALYSTICS FORM**  
**San Diego Unified Port District**



MARKETING & COMMUNICATIONS: POST-CAMPAIGN ANALYTICS FORM

CAMPAIGN: \_\_\_\_\_  
MEDIA OUTLET: \_\_\_\_\_

BROADCAST POST CAMPAIGN ANALYTICS WRAP- UP								
DATE	TIME	PROGRAM	LEGNTH	SPOTS #	GROSS RATING %	ESTIMATED IMPRESSIONS (000)	ACTUAL IMPRESSIONS(000)	COST
2/8/2018	8P-12A	PROGRAM X	:30	XX	xx	XX	XX	XX
							TOTAL :30 SECOND SPOTS	XXX
							TOTAL :15 SECOND SPOTS	XXX
							TOTAL ESTIMATED IMPRESSIONS	XXX
							TOTAL ACTUAL IMPRESSIONS	XXX
							TOTAL VS ACTUAL IMPRESSIONS	XXX
							BUDGET	XXX
							CPM (cost per thousand)	XXX

DIGITAL POST CAMPAIGN ANALYTICS WRAP- UP								
DATES	PLATFORM	CREATIVE	FREQUENCY	# OF CLICKS	CTR	ESTIMATED IMPRESSIONS (000)	ACTUAL IMPRESSIONS(000)	cpm
2/8/2018	Website	ROS Banner Ads	XX	XX	xx	XX	XX	XX
	Website	Homepage Takeover						
	Geo-Fencing	GIF/Video/Landing Page						
							TOTAL ESTIMATED IMPRESSIONS	XXX
							TOTAL ACTUAL IMPRESSIONS	XXX
							TOTAL VS ACTUAL IMPRESSIONS	XXX
							BUDGET	XXX
							CPM (cost per thousand)	XXX

DIRECT MARKETING POST CAMPAIGN ANALYTICS WRAP- UP										
DATES	PLATFORM	CREATIVE	# OF SUBSCRIBERS	OPENS	OPEN RATE	CLICKS	CTR	ESTIMATED IMPRESSIONS (000)	ACTUAL IMPRESSIONS(000)	cpm
2/8/2018	E-Newsletter	Header Banner	XX	XX	XX		xx	XX	XX	XX
	E-Newsletter	Banner Ad								
	Dedicated	E-Blast								
									TOTAL ESTIMATED IMPRESSIONS	XXX
									TOTAL ACTUAL IMPRESSIONS	XXX
									TOTAL VS ACTUAL IMPRESSIONS	XXX
									BUDGET	XXX
									CPM (cost per thousand)	XXX

SOCIAL MEDIA POST CAMPAIGN ANALYTICS WRAP- UP										
DATES	PLATFORM	# OF FOLLOWERS	# OF CAMPAIGN POSTS	COMBINED REACH	COMBINED CLICKS	COMBINED ENGAGEMENT	CTR	ESTIMATED IMPRESSIONS (000)	ACTUAL IMPRESSIONS(000)	cpm
2/8/2018	Facebook	XXX	XXX	XX	XX	XX	xx	XX	XX	XX
2/10/2018	Instagram	XXX	XXX	XX	XX	XX	xx	XX	XX	XX
									TOTAL ESTIMATED IMPRESSIONS	XXX
									TOTAL ACTUAL IMPRESSIONS	XXX
									TOTAL VS ACTUAL IMPRESSIONS	XXX
									BUDGET	XXX
									CPM (cost per thousand)	XXX

ADDED VALUE ANALYTICS			
DATE	DESCRIPTION	ESTIMATED IMPRESSIONS (000)	ACTUAL IMPRESSIONS(000)
2/8/2018	DETAILS	XXX	XX
			TOTAL ESTIMATED IMPRESSIONS
			TOTAL ACTUAL IMPRESSIONS
			TOTAL VS ACTUAL IMPRESSIONS
			BUDGET
			CPM (cost per thousand)

**AGREEMENT BETWEEN  
SAN DIEGO UNIFIED PORT DISTRICT  
and  
MCKINNON BROADCASTING COMPANY  
dba  
KUSI  
for  
AS-NEEDED TELEVISION MEDIA MARKETING SERVICES  
AGREEMENT NO. 294-2017ND**

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and MCKINNON BROADCASTING COMPANY dba KUSI, a California Corporation (Service Provider). The parties agree to the following:

1. **SCOPE OF SERVICES.** Service Provider shall provide services to satisfactorily comply with Attachment A, Scope of Services, attached hereto and incorporated herein, as requested by District. Service Provider shall keep the Executive Director of the District or their designated representative informed of the progress of said services at all times.
  - a. **As-Needed Services**
    - (1) Service Provider is aware that the services to be provided under this Agreement are on an as-needed basis as determined by the District. Service Provider may or may not receive a request to provide such services, and Service Provider may not receive the maximum expenditure of funds allocated for these services. No work or services will be performed until a task authorization has been signed by the District Representative.
    - (2) Service Provider shall furnish all technical and professional labor, and materials to satisfactorily comply with Attachment A: Scope of Services as requested by District by issuance of specific Task Authorization and agreed to by Service Provider.
    - (3) Services rendered under this Agreement shall be undertaken by Service Provider only upon issuance of a Task Authorization (TA)

for said services, in the format as shown in the attached Exhibit A, attached hereto and incorporated herein. A Task Authorization shall not be considered effective until the Task Authorization has been signed by the District's designated representative.

2. **TERM OF AGREEMENT.** This Agreement shall commence on February 1, 2018 and shall terminate on June 30, 2023, subject to earlier termination as provided below.
  
3. **COMPENSATION.** For performance of services rendered pursuant to this Agreement and as further described in Attachment B, Compensation and Invoicing, attached hereto and incorporated herein; District shall compensate Service Provider based on the following, subject to the limitation of the maximum expenditure provided herein:
  - a. **Maximum Expenditure.** The aggregate amount under this Agreement with Service Provider and agreement with Scripps Media, Inc. dba KGTV, District Clerk Document No. \_\_\_\_\_, Tribune Media Company dba KSWB, District Clerk Document No. \_\_\_\_\_, Entravision Communications Corporation dba KBNT-TV, District Clerk Document No. \_\_\_\_\_, Station Venture Operations, LP dba KNSD-TV, District Clerk Document No. \_\_\_\_\_, Midwest Television, Inc. dba KFMB Stations, District Clerk Document No. \_\_\_\_\_, and Energy Communications Corporation dba XEWT, District Clerk Document No. \_\_\_\_\_, shall not exceed \$1,200,000.00. Said expenditure shall include without limitation all sums, charges, reimbursements, costs and expenses provided for herein. Service Provider shall not be required to perform further services after compensation has been expended. In the event that the Service Provider anticipates the need for services in excess of the maximum Agreement amount, the District shall be notified in writing immediately. District must approve an amendment to this Agreement before additional fees and costs are incurred.

4. **COMPLIANCE**

- a. In performance of this Agreement, Service Provider and Service Provider's Sub-Service Providers shall comply with the California Fair Employment and Housing Act, the American with Disabilities Act, and all other applicable federal, state, and local laws prohibiting discrimination, including without limitation, laws prohibiting discrimination because of age, ancestry, color, creed, denial of family and medical care leave, disability, marital status, medical condition, national origin, race, religion, sex, or sexual orientation. Service Provider shall comply with the prevailing wage provisions of the Labor Code, and the Political Reform Act provisions of the Government Code, as applicable.
- b. Service Provider shall comply with all Federal, State, regional and local laws, and district Ordinances and Regulations applicable to the performance of services under this Agreement as exist now or as may be added or amended.

5. **INDEPENDENT ANALYSIS.** Service Provider shall provide the services required by this Agreement and arrive at conclusions with respect to the rendition of information, advice or recommendations, independent of the control and direction of District, other than normal contract monitoring provided, however, Service Provider shall possess no authority with respect to any District decision.

6. **ASSIGNMENT.** This is a personal services Agreement between the parties and Service Provider shall not assign or transfer voluntarily or involuntarily any of its rights, duties, or obligations under this Agreement without the express written consent of District in each instance.

7. **INDEPENDENT CONTRACTOR.** Service Provider and any agent or employee of Service Provider shall act in an independent capacity and not as officers or employees of District. The District assumes no liability for the Service Provider's actions and performance, nor assumes responsibility for taxes, bonds, payments

or other commitments, implied or explicit by or for the Service Provider. Service Provider shall not have authority to act as an agent on behalf of the District unless specifically authorized to do so in writing. Service Provider acknowledges that it is aware that because it is an independent contractor, District is making no deductions from its fee and is not contributing to any fund on its behalf. Service Provider disclaims the right to any fee or benefits except as expressly provided for in this Agreement.

8. **ADVICE OF COUNSEL.** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California.
9. **INDEPENDENT REVIEW.** Each party hereto declares and represents that in entering into this Agreement it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this Agreement is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent or attorney of any other party.
10. **INTEGRATION AND MODIFICATION.** This Agreement contains the entire Agreement between the parties and supersedes all prior negotiations, discussion, obligations and rights of the parties in respect of each other regarding the subject matter of this Agreement. There is no other written or oral understanding between the parties. No modifications, amendment or alteration of this Agreement shall be valid unless it is in writing and signed by the parties hereto.

11. **TERMINATION.** In addition to any other rights and remedies allowed by law, the Executive Director (President/CEO) of District may terminate this Agreement at any time with or without cause by giving thirty (30) days written notice to Service Provider of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall at the option of District be delivered by Service Provider to the Don L. Nay Port Administration Building (located at 3165 Pacific Highway, San Diego, California 92101). Termination of this Agreement by Executive Director (President/CEO) as provided in this paragraph shall release District from any further fee or claim hereunder by Service Provider other than the fee earned for services which were performed prior to termination but not yet paid. Said fee shall be calculated and based on the schedule as provided in this Agreement.

12. **DISPUTE RESOLUTION**

a. If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and is not settled by direct negotiation or such other procedures as may be agreed, and if such dispute is not otherwise time barred, the parties agree to first try in good faith to settle the dispute amicably by mediation administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, prior to initiating any litigation or arbitration. Notice of any such dispute must be filed in writing with the other party within a reasonable time after the dispute has arisen. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate.

b. If mediation is unsuccessful in settling all disputes that are not otherwise time barred, and if both parties agree, any still unresolved disputes may be resolved by arbitration administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, provided, however, that the Arbitration Award shall

be non-binding and advisory only. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate. On demand of the arbitrator or any party to this Agreement, Sub-Service Provider and all parties bound by this arbitration provision agree to join in and become parties to the arbitration proceeding.

- c. The foregoing mediation and arbitration procedures notwithstanding, all claim filing requirements of the Agreement documents, the California Government Code, and otherwise, shall remain in full force and effect regardless of whether or not such dispute avoidance and resolution procedures have been implemented, and the time periods within which claims are to be filed or presented to the District Clerk as required by said Agreement, Government Code, and otherwise, shall not be waived, extended or tolled thereby. If a claim is not timely filed or presented, such claim shall be time barred and the above dispute avoidance and resolution procedures, whether or not implemented or then pending, shall likewise be time barred as to such claims.

13. **PAYMENT BY DISTRICT.** Payment by the District pursuant to this Agreement does not represent that the District has made a detailed examination, audit, or arithmetic verification of the documentation submitted for payment by the Service Provider, made an exhaustive inspection to check the quality or quantity of the services performed by the Service Provider, made an examination to ascertain how or for what purpose the Service Provider has used money previously paid on account by the District, or constitute a waiver of claims against the Service Provider by the District. The District may in its sole discretion withhold payments or seek reimbursement from the Service Provider for expenses, miscellaneous charges, or other liabilities or increased costs incurred or anticipated by the District which are the fault of or as result of work performed or negligent conduct by or on behalf of the Service Provider. Upon five (5) day written notice to the Service Provider, the District shall have the right to estimate the amount of expenses, miscellaneous charges, or other liabilities or increased costs and to cause the Service Provider to pay the same; and the amount due the Service

Provider under this Agreement or the whole or so much of the money due or to become due to the Service Provider under this Agreement as may be considered reasonably necessary by the District shall be retained by the District until such expenses, miscellaneous charges, or other liabilities or increased costs shall have been corrected or otherwise disposed of by the Service Provider at no expense to the District. If such expenses, miscellaneous charges, or other liabilities or increased costs are not corrected or otherwise disposed of at no expense to the District prior to completion date of the Agreement, the District is authorized to pay for such expenses, miscellaneous charges, or other liabilities or increased costs from the amounts retained as outlined above or to seek reimbursement of same from the Service Provider. It is the express intent of the parties to this Agreement to protect the District from loss because of conduct by or on behalf of the Service Provider.

14. **CAPTIONS.** The captions by which the paragraphs of this Agreement are identified are for convenience only and shall have no effect upon its interpretation.
15. **EXECUTIVE DIRECTOR'S SIGNATURE.** It is an express condition of this Agreement that said Agreement shall not be complete nor effective until signed by either the Executive Director (President/CEO) or Authorized Designee on behalf of the District and by Authorized Representative of the Service Provider.
  - a. Submit all correspondence regarding this Agreement to:

Revekka Balancier  
Marketing & Communications  
San Diego Unified Port District  
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San Diego, CA 92112-0488  
Tel. 619-686-6232  
Email: [rbalancier@portofsandiego.org](mailto:rbalancier@portofsandiego.org)

- b. The Service Provider's Authorized Representative assigned below has the authority to authorize changes to the scope, terms and conditions of this Agreement:

Jim Angel  
McKinnon Broadcasting Company dba KUSI  
4575 Viewridge Avenue  
San Diego, CA 92123  
Tel. 858-505-5136  
Email: [jangle@kusi.com](mailto:jangle@kusi.com)

- c. Written notification to the other party shall be provided, in advance, of changes in the name or address of the designated Authorized Representative.

**SAN DIEGO UNIFIED PORT DISTRICT**

**MCKINNON BROADCASTING  
COMPANY dba KUSI**

\_\_\_\_\_  
Jenifer Barsell  
Director, Marketing & Communications

  
\_\_\_\_\_  
Jim Angel  
Account Executive

Approved as to form and legality:  
GENERAL COUNSEL

\_\_\_\_\_  
By: Assistant/Deputy

A manually signed copy of this Agreement transmitted by email or any other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

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SCOPE OF SERVICES**

**San Diego Unified Port District**

**1. Overview**

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**f. Task 6: Added Value Promotion**

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In order to demonstrate return-on investment, all campaign analytics must be turned in immediately following the campaign, utilizing the district's Campaign Analytics Wrap-Up form (Exhibit B). Every element of the campaign must include gross impressions with additional analytics relevant to the type of advertising as noted in each task.

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COMPENSATION & INVOICING  
San Diego Unified Port District**

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- (1) Service Provider shall be compensated and reimbursed by District on the basis of invoices submitted each month for services performed during the preceding month.
- (a) Each invoice shall include:
- Date service performed;  
Description of the service;  
Rate  
Total Amount
- i. Services shall be invoiced in accordance with the rates negotiated for each Task Authorization issued by the District.

**2. INVOICING**

- a. **Payment Documentation.** As a prerequisite to payment for services, Service Provider shall invoice District for services performed and for reimbursable expenses authorized by this Agreement, accompanied by such records, receipts and forms as required.
- b. Service Provider shall include the following information on each invoice submitted for payment by District, in addition to the information required in Section I, above:
- (1) Agreement No. 294-2017ND  
(2) If applicable, the Task Authorization(s) (TA) number being charged.  
(3) The following certification phrase, with printed name, title and signature of Service Provider's project manager or designated representative:
- "I certify under penalty of perjury that the above statement is just and correct according to the terms of Document No. \_\_\_\_\_, and that payment has not been received."

- (4) Dates of service provided
  - (5) Date of invoice
  - (6) A unique invoice number
- c. District shall, at its discretion, return to Service Provider, without payment, any invoice, which has been submitted without the above information and certification phrase.
- d. Invoices shall be mailed to the attention of: Revekka Balancier, Marketing & Communications, P.O. Box 120488, San Diego Unified Port District, San Diego, CA 92112-0488.
- e. Should District contest any portion of an invoice, that portion shall be held for resolution, but the uncontested balance shall be processed for payment. District may, at any time, conduct an audit of any and all records kept by Service Provider for the Services. Any overpayment discovered in such an audit may be charged against the Service Provider's future invoices and any retention funds.
- f. Service Provider shall submit all invoices within thirty (30) days of completion of work represented by the request and within sixty (60) days of incurring costs to be reimbursed under the Agreement. Payment will be made to Service Provider within thirty (30) days after receipt by District of a proper invoice.

**EXHIBIT A**

**TASK AUTHORIZATION FORM  
 San Diego Unified Port District**



**(DEPARTMENT NAME)**  
 San Diego Unified Port District  
 P.O. Box 120488  
 San Diego, CA 92112-0488  
 (619) 686-\_\_\_\_  
 Fax (619) 725-\_\_\_\_

**TASK AUTHORIZATION NO. \_**

(Date)

(Name)  
 (Title)  
 (Name of Company)  
 (Address)  
 (City, State, Zip)  
 Email:

**Subject: Task Authorization for Agreement No. \_ - 20\_\_**  
 (Agreement Title)

You are authorized to proceed with the services described in this correspondence, in an amount not to exceed \$\_\_\_\_\_. This Task Authorization is in accordance with the terms of the subject agreement. **Please cite TA #\_ on invoice(s) for this Task.**

**TASK DESCRIPTION**

1.	Requestor:		4.	Task Start Date:	
2.	Date of Request:		5.	Task End Date:	
3.	Task Budget:	\$			
7.	<b>Task Title:</b>				

8. **Scope of Services.**

9. Please acknowledge acceptance of this Task Authorization by signing below and returning via email to \_\_\_\_\_@portofsandiego.org.

**APPROVALS**

**Service Provider:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Firm: \_\_\_\_\_  
Date: \_\_\_\_\_

**Manager:**

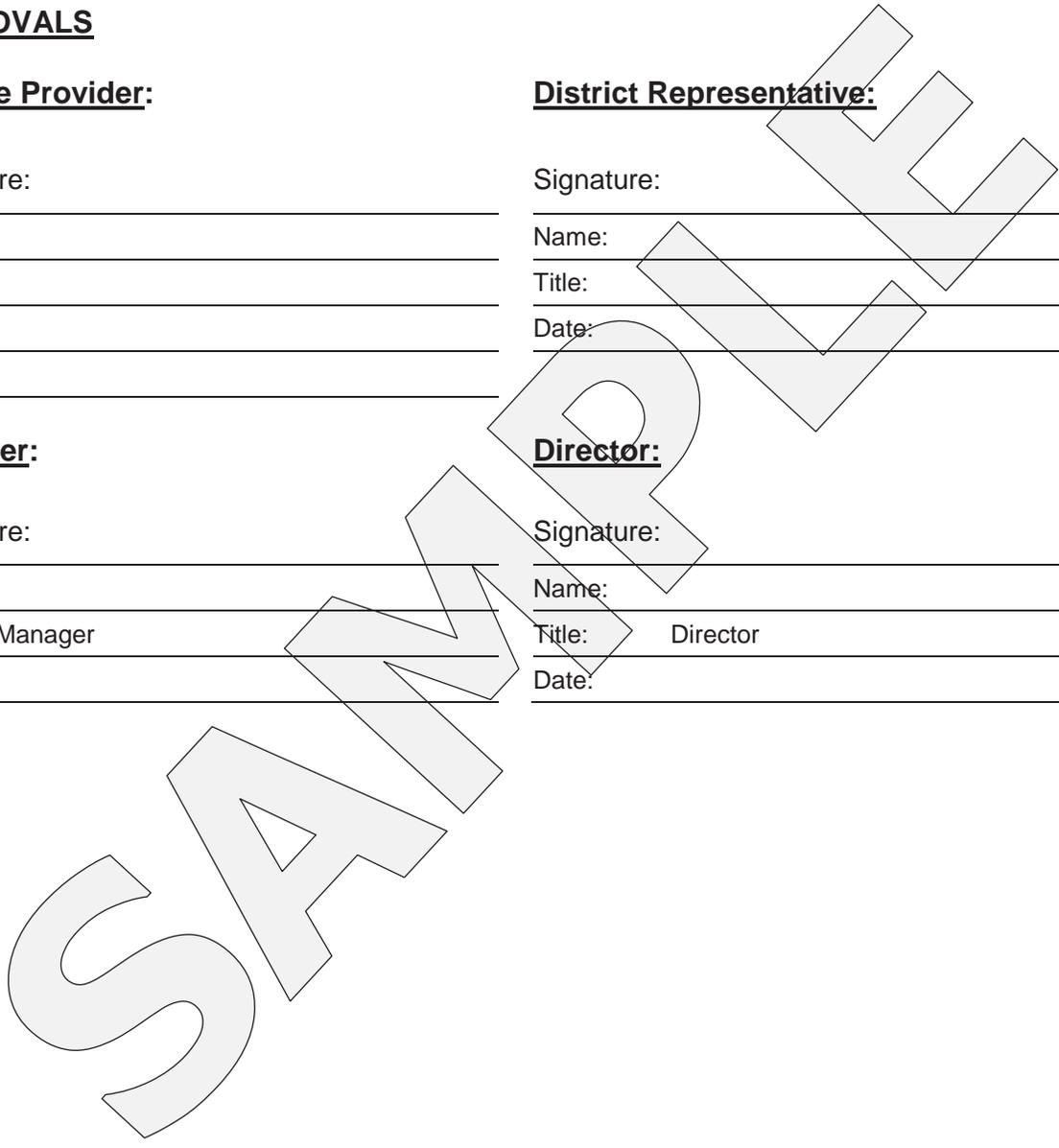
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Manager  
Date: \_\_\_\_\_

**District Representative:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Director:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Director  
Date: \_\_\_\_\_



**EXHIBIT B**  
**POST-CAMPAIGN ANALYSTICS FORM**  
**San Diego Unified Port District**



MARKETING & COMMUNICATIONS: POST-CAMPAIGN ANALYTICS FORM

CAMPAIGN:
MEDIA OUTLET:

BROADCAST POST CAMPAIGN ANALYTICS WRAP- UP								
DATE	TIME	PROGRAM	LEGNTH	SPOTS #	GROSS RATING %	ESTIMATED IMPRESSIONS (000)	ACTUAL IMPRESSIONS(000)	COST
2/8/2018	8P-12A	PROGRAM X	:30	XX	xx	XX	XX	XX
							TOTAL :30 SECOND SPOTS	XXX
							TOTAL :15 SECOND SPOTS	XXX
							TOTAL ESTIMATED IMPRESSIONS	XXX
							TOTAL ACTUAL IMPRESSIONS	XXX
							TOTAL VS ACTUAL IMPRESSIONS	XXX
							BUDGET	XXX
							CPM (cost per thousand)	XXX

DIGITAL POST CAMPAIGN ANALYTICS WRAP- UP								
DATES	PLATFORM	CREATIVE	FREQUENCY	# OF CLICKS	CTR	ESTIMATED IMPRESSIONS (000)	ACTUAL IMPRESSIONS(000)	cpm
2/8/2018	Website	ROS Banner Ads	XX	XX	xx	XX	XX	XX
	Website	Homepage Takeover						
	Geo-Fencing	GIF/Video/Landing Page						
							TOTAL ESTIMATED IMPRESSIONS	XXX
							TOTAL ACTUAL IMPRESSIONS	XXX
							TOTAL VS ACTUAL IMPRESSIONS	XXX
							BUDGET	XXX
							CPM (cost per thousand)	XXX

DIRECT MARKETING POST CAMPAIGN ANALYTICS WRAP- UP										
DATES	PLATFORM	CREATIVE	# OF SUBSCRIBERS	OPENS	OPEN RATE	CLICKS	CTR	ESTIMATED IMPRESSIONS (000)	ACTUAL IMPRESSIONS(000)	cpm
2/8/2018	E-Newsletter	Header Banner	XX	XX	XX		xx	XX	XX	XX
	E-Newsletter	Banner Ad								
	Dedicated	E-Blast								
									TOTAL ESTIMATED IMPRESSIONS	XXX
									TOTAL ACTUAL IMPRESSIONS	XXX
									TOTAL VS ACTUAL IMPRESSIONS	XXX
									BUDGET	XXX
									CPM (cost per thousand)	XXX

SOCIAL MEDIA POST CAMPAIGN ANALYTICS WRAP- UP										
DATES	PLATFORM	# OF FOLLOWERS	# OF CAMPAIGN POSTS	COMBINED REACH	COMBINED CLICKS	COMBINED ENGAGEMENT	CTR	ESTIMATED IMPRESSIONS (000)	ACTUAL IMPRESSIONS(000)	cpm
2/8/2018	Facebook	XXX	XXX	XX	XX	XX	xx	XX	XX	XX
2/10/2018	Instagram	XXX	XXX	XX	XX	XX	xx	XX	XX	XX
									TOTAL ESTIMATED IMPRESSIONS	XXX
									TOTAL ACTUAL IMPRESSIONS	XXX
									TOTAL VS ACTUAL IMPRESSIONS	XXX
									BUDGET	XXX
									CPM (cost per thousand)	XXX

ADDED VALUE ANALYTICS			
DATE	DESCRIPTION	ESTIMATED IMPRESSIONS (000)	ACTUAL IMPRESSIONS(000)
2/8/2018	DETAILS	XXX	XX
			TOTAL ESTIMATED IMPRESSIONS
			TOTAL ACTUAL IMPRESSIONS
			TOTAL VS ACTUAL IMPRESSIONS
			BUDGET
			CPM (cost per thousand)

**AGREEMENT BETWEEN  
SAN DIEGO UNIFIED PORT DISTRICT  
and  
CITICASTERS CO  
dba  
IHEARTMEDIA  
for  
AS-NEEDED RADIO MEDIA MARKETING SERVICES  
AGREEMENT NO. 317-2017ND**

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and CITICASTERS CO dba IHEARTMEDIA, a California Corporation (Service Provider). The parties agree to the following:

1. **SCOPE OF SERVICES.** Service Provider shall provide services to satisfactorily comply with Attachment A, Scope of Services, attached hereto and incorporated herein, as requested by District. Service Provider shall keep the Executive Director of the District or their designated representative informed of the progress of said services at all times.
  - a. **As-Needed Services**
    - (1) Service Provider is aware that the services to be provided under this Agreement are on an as-needed basis as determined by the District. Service Provider may or may not receive a request to provide such services, and Service Provider may not receive the maximum expenditure of funds allocated for these services. No work or services will be performed until a task authorization has been signed by the District Representative.
    - (2) Service Provider shall furnish all technical and professional labor, and materials to satisfactorily comply with Attachment A: Scope of Services as requested by District by issuance of specific Task Authorization and agreed to by Service Provider.
    - (3) Services rendered under this Agreement shall be undertaken by Service Provider only upon issuance of a Task Authorization (TA)

for said services, in the format as shown in the attached Exhibit A, attached hereto and incorporated herein. A Task Authorization shall not be considered effective until the Task Authorization has been signed by the District's designated representative.

2. **TERM OF AGREEMENT.** This Agreement shall commence on February 1, 2018 and shall terminate on June 30, 2023, subject to earlier termination as provided below.
  
3. **COMPENSATION.** For performance of services rendered pursuant to this Agreement and as further described in Attachment B, Compensation and Invoicing, attached hereto and incorporated herein; District shall compensate Service Provider based on the following, subject to the limitation of the maximum expenditure provided herein:
  - a. **Maximum Expenditure.** The aggregate amount under this Agreement with Service Provider and Agreements with companies listed in Table 1, Parties to Aggregate Agreements, below, shall not exceed \$900,000.00.

Agreement No.	Party to Agreement	District Clerk Document No.
317-2017ND	Citicasters Co dba iHeartMedia	
318-2017ND	Entercom Communications Corp	
319-2017ND	Local Media San Diego, LLC	
320-2017ND	Broadcast Company of the America's, LLC	
321-2017ND	San Diego State University Foundation dba KPBS	
322-2017ND	Uniradio Corp	
323-2017ND	Univision Radio San Diego, Inc.	
324-2017ND	Midwest Television, Inc. dba KFMB Stations	

**Table 1 – Parties to Aggregate Agreements**

Said expenditure shall include without limitation all sums, charges, reimbursements, costs and expenses provided for herein. Service Provider shall not be required to perform further services after compensation has been expended. In the event that the Service Provider anticipates the need for services in excess of the maximum Agreement amount, the District shall be notified in writing immediately. District must approve an amendment to this Agreement before additional fees and costs are incurred.

4. **COMPLIANCE**

- a. In performance of this Agreement, Service Provider and Service Provider's Sub-Service Providers shall comply with the California Fair Employment and Housing Act, the American with Disabilities Act, and all other applicable federal, state, and local laws prohibiting discrimination, including without limitation, laws prohibiting discrimination because of age, ancestry, color, creed, denial of family and medical care leave, disability, marital status, medical condition, national origin, race, religion, sex, or sexual orientation. Service Provider shall comply with the prevailing wage provisions of the Labor Code, and the Political Reform Act provisions of the Government Code, as applicable.
- b. Service Provider shall comply with all Federal, State, regional and local laws, and district Ordinances and Regulations applicable to the performance of services under this Agreement as exist now or as may be added or amended.

5. **INDEPENDENT ANALYSIS.** Service Provider shall provide the services required by this Agreement and arrive at conclusions with respect to the rendition of information, advice or recommendations, independent of the control and direction of District, other than normal contract monitoring provided, however, Service Provider shall possess no authority with respect to any District decision.

6. **ASSIGNMENT.** This is a personal services Agreement between the parties and Service Provider shall not assign or transfer voluntarily or involuntarily any of its rights, duties, or obligations under this Agreement without the express written consent of District in each instance.
7. **INDEPENDENT CONTRACTOR.** Service Provider and any agent or employee of Service Provider shall act in an independent capacity and not as officers or employees of District. The District assumes no liability for the Service Provider's actions and performance, nor assumes responsibility for taxes, bonds, payments or other commitments, implied or explicit by or for the Service Provider. Service Provider shall not have authority to act as an agent on behalf of the District unless specifically authorized to do so in writing. Service Provider acknowledges that it is aware that because it is an independent contractor, District is making no deductions from its fee and is not contributing to any fund on its behalf. Service Provider disclaims the right to any fee or benefits except as expressly provided for in this Agreement.
8. **ADVICE OF COUNSEL.** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California.
9. **INDEPENDENT REVIEW.** Each party hereto declares and represents that in entering into this Agreement it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this Agreement is being made without reliance upon any statement or representation not

contained herein of any other party, or any representative, agent or attorney of any other party.

10. **INTEGRATION AND MODIFICATION.** This Agreement contains the entire Agreement between the parties and supersedes all prior negotiations, discussion, obligations and rights of the parties in respect of each other regarding the subject matter of this Agreement. There is no other written or oral understanding between the parties. No modifications, amendment or alteration of this Agreement shall be valid unless it is in writing and signed by the parties hereto.
11. **TERMINATION.** In addition to any other rights and remedies allowed by law, the Executive Director (President/CEO) of District may terminate this Agreement at any time with or without cause by giving thirty (30) days written notice to Service Provider of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall at the option of District be delivered by Service Provider to the Don L. Nay Port Administration Building (located at 3165 Pacific Highway, San Diego, California 92101). Termination of this Agreement by Executive Director (President/CEO) as provided in this paragraph shall release District from any further fee or claim hereunder by Service Provider other than the fee earned for services which were performed prior to termination but not yet paid. Said fee shall be calculated and based on the schedule as provided in this Agreement.
12. **DISPUTE RESOLUTION**
  - a. If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and is not settled by direct negotiation or such other procedures as may be agreed, and if such dispute is not otherwise time barred, the parties agree to first try in good faith to settle the dispute amicably by mediation administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, prior to initiating any litigation or arbitration. Notice of

any such dispute must be filed in writing with the other party within a reasonable time after the dispute has arisen. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate.

- b. If mediation is unsuccessful in settling all disputes that are not otherwise time barred, and if both parties agree, any still unresolved disputes may be resolved by arbitration administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, provided, however, that the Arbitration Award shall be non-binding and advisory only. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate. On demand of the arbitrator or any party to this Agreement, Sub-Service Provider and all parties bound by this arbitration provision agree to join in and become parties to the arbitration proceeding.
  - c. The foregoing mediation and arbitration procedures notwithstanding, all claim filing requirements of the Agreement documents, the California Government Code, and otherwise, shall remain in full force and effect regardless of whether or not such dispute avoidance and resolution procedures have been implemented, and the time periods within which claims are to be filed or presented to the District Clerk as required by said Agreement, Government Code, and otherwise, shall not be waived, extended or tolled thereby. If a claim is not timely filed or presented, such claim shall be time barred and the above dispute avoidance and resolution procedures, whether or not implemented or then pending, shall likewise be time barred as to such claims.
13. **PAYMENT BY DISTRICT.** Payment by the District pursuant to this Agreement does not represent that the District has made a detailed examination, audit, or arithmetic verification of the documentation submitted for payment by the Service Provider, made an exhaustive inspection to check the quality or quantity of the services performed by the Service Provider, made an examination to ascertain

how or for what purpose the Service Provider has used money previously paid on account by the District, or constitute a waiver of claims against the Service Provider by the District. The District may in its sole discretion withhold payments or seek reimbursement from the Service Provider for expenses, miscellaneous charges, or other liabilities or increased costs incurred or anticipated by the District which are the fault of or as result of work performed or negligent conduct by or on behalf of the Service Provider. Upon five (5) day written notice to the Service Provider, the District shall have the right to estimate the amount of expenses, miscellaneous charges, or other liabilities or increased costs and to cause the Service Provider to pay the same; and the amount due the Service Provider under this Agreement or the whole or so much of the money due or to become due to the Service Provider under this Agreement as may be considered reasonably necessary by the District shall be retained by the District until such expenses, miscellaneous charges, or other liabilities or increased costs shall have been corrected or otherwise disposed of by the Service Provider at no expense to the District. If such expenses, miscellaneous charges, or other liabilities or increased costs are not corrected or otherwise disposed of at no expense to the District prior to completion date of the Agreement, the District is authorized to pay for such expenses, miscellaneous charges, or other liabilities or increased costs from the amounts retained as outlined above or to seek reimbursement of same from the Service Provider. It is the express intent of the parties to this Agreement to protect the District from loss because of conduct by or on behalf of the Service Provider.

14. **CAPTIONS.** The captions by which the paragraphs of this Agreement are identified are for convenience only and shall have no effect upon its interpretation.
15. **EXECUTIVE DIRECTOR'S SIGNATURE.** It is an express condition of this Agreement that said Agreement shall not be complete nor effective until signed by either the Executive Director (President/CEO) or Authorized Designee on behalf of the District and by Authorized Representative of the Service Provider.

a. Submit all correspondence regarding this Agreement to:

Revekka Balancier  
Marketing & Communications  
San Diego Unified Port District  
P.O. Box 120488  
San Diego, CA 92112-0488  
Tel. 619-686-6232  
Email: [rbalancier@portofsandiego.org](mailto:rbalancier@portofsandiego.org)

b. The Service Provider's Authorized Representative assigned below has the authority to authorize changes to the scope, terms and conditions of this Agreement:

Dominic Giammarinaro  
Citicasters Co dba iHeartMedia  
9660 Granite Ridge Drive, Suite 100  
San Diego, CA 92123  
Tel. 858-715-3647  
Email: [dominicg@iheartmedia.com](mailto:dominicg@iheartmedia.com)

c. Written notification to the other party shall be provided, in advance, of changes in the name or address of the designated Authorized Representative.

**SAN DIEGO UNIFIED PORT DISTRICT**

**CITICASTERS CO dba  
IHEARTMEDIA**

\_\_\_\_\_  
Jenifer Barsell  
Director, Marketing & Communications

  
\_\_\_\_\_  
Dominic Giammarinaro  
Sales

Approved as to form and legality:  
GENERAL COUNSEL

\_\_\_\_\_  
By: Assistant/Deputy

A manually signed copy of this Agreement transmitted by email or any other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

## ATTACHMENT A SCOPE OF SERVICES

### San Diego Unified Port District

#### 1. Overview

Broadcast Radio Media vendor shall provide marketing, advertising, and promotional services to the District's full-service Marketing and Communications Department to support marketing campaigns, branding efforts, community outreach, public awareness and/or other marketing and communications projects. Vendor will be called upon to deliver media support on an as-needed basis in various areas including maritime, waterfront development, public safety, experiences, environment and other program areas. For each campaign the district will make available the details of the campaign including objective, timeframe and target demographics. Vendors will be selected for individual campaign based on the following process:

##### a. Task 1: Campaign Proposals

Submit a proposal for each marketing campaign vendor is interested in participating in based on tasks 2 through 6 utilizing the district's broadcast marketing proposal format (Attachment B). Stations may also submit additional documentation, any standard station proposal formats, and other supplemental information, however, the district's broadcast marketing proposal must accompany the submission as a cover sheet for each marketing campaign. The broadcast marketing proposal will include rates for all tasks below, specifying which options will be included, at which rates and amounts. Numbers of spots and ads, and rate amounts may vary for each proposal, but must remain locked once a proposal has been accepted and a task authorization has been signed. Selected stations with task authorizations will move forward with Tasks 2 through 7 below.

##### b. Task 2: Broadcast Radio

Vendor will run :10, :15, :30, and/or :60 on-air broadcast spots in support of the campaign with the goal of meeting the campaign objectives, delivering spots to the target demographics and running spots during the desired timeframe. Spots may be produced by the district or the vendor, and should be determined within each proposal. All broadcast spots must include pre-and post- analytics including GRPs, Reach, Frequency and gross impressions.

**c. Task 3: Digital Marketing Support**

Vendor will run online support including run :15, :30, :60 and/or :90 streaming spots, static and animated banner ads, pencil bar ads, sky scraper ads, website reskins or other online, mobile or digital options available. All digital advertising must include applicable pre-and post-analytics including page views, click-through-rates, and gross impressions.

**d. Task 4: Direct Marketing Support**

Where available, stations will run banner ads within regularly scheduled e-newsletters, dedicated e-blasts, or other direct marketing options offered by the station. All direct advertising must include applicable pre-and post-analytics including subscriber numbers, open rates, click-through-rates, and gross impressions.

**e. Task 5: Social Media Support**

Vendor will run social media support on available channels including Facebook, Twitter, Instagram, LinkedIn, and YouTube, tagging the Port's official social media channels, utilizing the campaign hashtags and distributing posts, photos, videos and links to expand the reach of the broadcast campaign. All social media support must include applicable pre-and post- analytics including fans, reach, engagement, clicks and gross impressions.

**f. Task 6: Added Value Promotion**

Station will include segment sponsorships, on-site remote broadcasts, on-air contesting, prize giveaways, social influencer opportunities, or other campaign support that will extend the reach of the campaign, deliver the target audience and meet the campaign objective. Special consideration will be given to creative proposals that align with the Port's mission, the campaign concept and further the key messages of the district. All added-value elements must include applicable pre-and post- analytics including gross impressions.

**g. Task 7: Campaign Analytics Wrap-up**

In order to demonstrate return-on investment, all campaign analytics must be turned in immediately following the campaign, utilizing the district's Campaign Analytics Wrap-Up form (Exhibit B). Every element of the campaign must include gross impressions with additional analytics relevant to the type of advertising as noted in each task.

**ATTACHMENT B  
COMPENSATION & INVOICING  
San Diego Unified Port District**

**1. COMPENSATION**

- a. For the satisfactory performance and completion of the services under this Agreement, District shall pay Service Provider compensation as set forth hereunder.
- (1) Service Provider shall be compensated and reimbursed by District on the basis of invoices submitted each month for services performed during the preceding month.
- (a) Each invoice shall include:
- Date service performed;  
Description of the service;  
Rate  
Total Amount
- i. Services shall be invoiced in accordance with the rates negotiated for each Task Authorization issued by the District.

**2. INVOICING**

- a. **Payment Documentation.** As a prerequisite to payment for services, Service Provider shall invoice District for services performed and for reimbursable expenses authorized by this Agreement, accompanied by such records, receipts and forms as required.
- b. Service Provider shall include the following information on each invoice submitted for payment by District, in addition to the information required in Section I, above:
- (1) Agreement No. 317-2017ND
- (2) If applicable, the Task Authorization(s) (TA) number being charged.
- (3) The following certification phrase, with printed name, title and signature of Service Provider's project manager or designated representative:
- "I certify under penalty of perjury that the above statement is just and correct according to the terms of Document No. \_\_\_\_\_, and that payment has not been received."
- (4) Dates of service provided

- (5) Date of invoice
  - (6) A unique invoice number
- c. District shall, at its discretion, return to Service Provider, without payment, any invoice, which has been submitted without the above information and certification phrase.
- d. Invoices shall be mailed to the attention of: Revekka Balancier, Marketing & Communications, P.O. Box 120488, San Diego Unified Port District, San Diego, CA 92112-0488.
- e. Should District contest any portion of an invoice, that portion shall be held for resolution, but the uncontested balance shall be processed for payment. District may, at any time, conduct an audit of any and all records kept by Service Provider for the Services. Any overpayment discovered in such an audit may be charged against the Service Provider's future invoices and any retention funds.
- f. Service Provider shall submit all invoices within thirty (30) days of completion of work represented by the request and within sixty (60) days of incurring costs to be reimbursed under the Agreement. Payment will be made to Service Provider within thirty (30) days after receipt by District of a proper invoice.

**EXHIBIT A  
TASK AUTHORIZATION FORM  
San Diego Unified Port District**



**(DEPARTMENT NAME)**  
 San Diego Unified Port District  
 P.O. Box 120488  
 San Diego, CA 92112-0488  
 (619) 686-\_\_\_\_  
 Fax (619) 725-\_\_\_\_

**TASK AUTHORIZATION NO. \_**

(Date)

(Name)

(Title)

(Name of Company)

(Address)

(City, State, Zip)

Email:

**Subject: Task Authorization for Agreement No. \_\_ - 20\_\_**  
 (Agreement Title)

You are authorized to proceed with the services described in this correspondence, in an amount not to exceed \$\_\_\_\_\_. This Task Authorization is in accordance with the terms of the subject agreement. **Please cite TA #\_ on invoice(s) for this Task.**

**TASK DESCRIPTION**

1.	Requestor:		4.	Task Start Date:	
2.	Date of Request:		5.	Task End Date:	
3.	Task Budget:	\$			
7.	<b>Task Title:</b>				

8. **Scope of Services.**

9. Please acknowledge acceptance of this Task Authorization by signing below and returning via email to \_\_\_\_\_@portofsandiego.org.

**APPROVALS**

**Service Provider:**

Signature:

Name:

Title:

Firm:

Date:

**District Representative:**

Signature:

Name:

Title:

Date:

**Manager:**

Signature:

Name:

Title: Manager

Date:

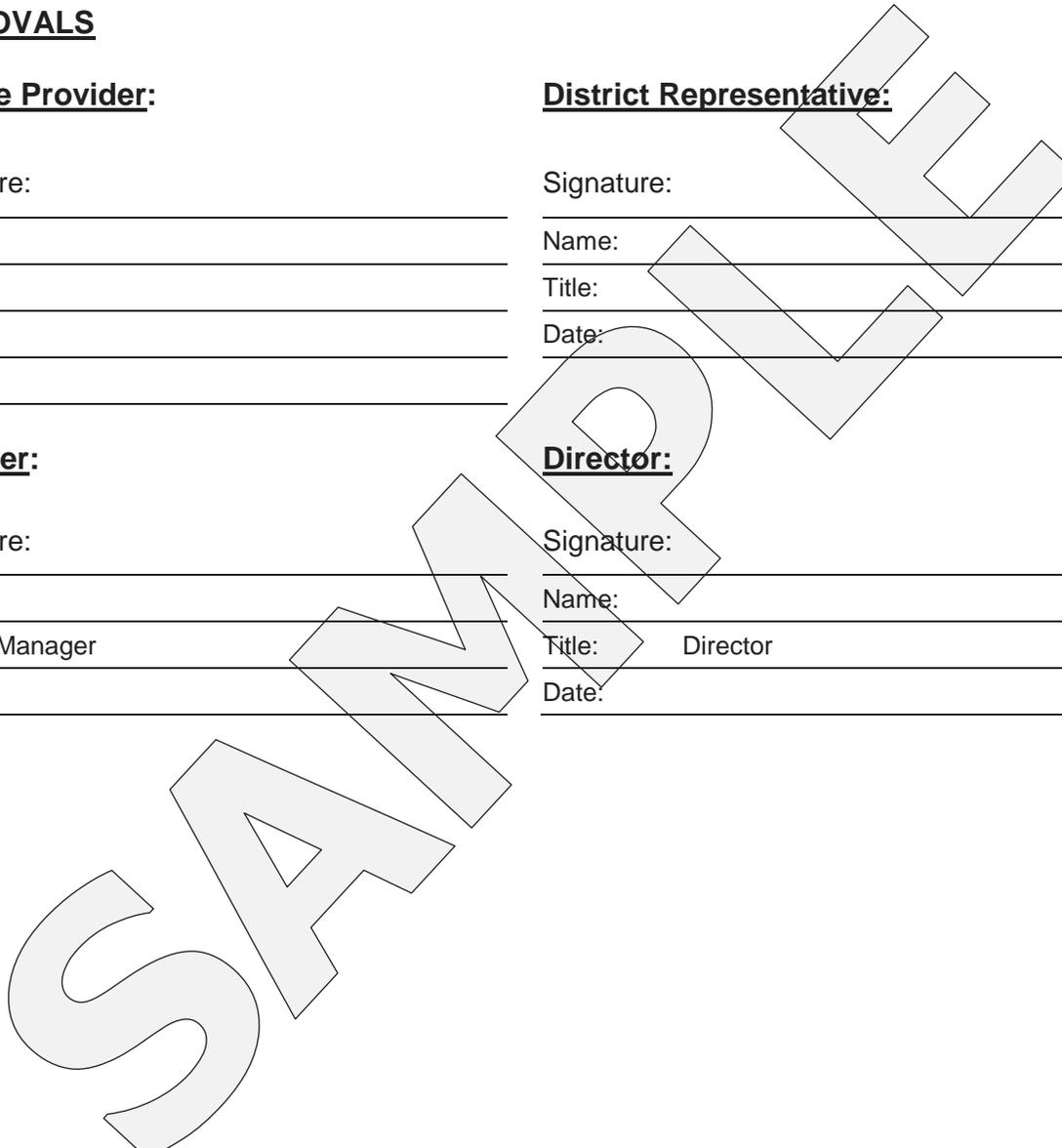
**Director:**

Signature:

Name:

Title: Director

Date:





**AGREEMENT BETWEEN  
SAN DIEGO UNIFIED PORT DISTRICT  
and  
LOCAL MEDIA SAN DIEGO, LLC  
for  
AS-NEEDED RADIO MEDIA MARKETING SERVICES  
AGREEMENT NO. 319-2017ND**

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and LOCAL MEDIA SAN DIEGO, LLC, a California Corporation (Service Provider). The parties agree to the following:

1. **SCOPE OF SERVICES.** Service Provider shall provide services to satisfactorily comply with Attachment A, Scope of Services, attached hereto and incorporated herein, as requested by District. Service Provider shall keep the Executive Director of the District or their designated representative informed of the progress of said services at all times.
  - a. **As-Needed Services**
    - (1) Service Provider is aware that the services to be provided under this Agreement are on an as-needed basis as determined by the District. Service Provider may or may not receive a request to provide such services, and Service Provider may not receive the maximum expenditure of funds allocated for these services. No work or services will be performed until a task authorization has been signed by the District Representative.
    - (2) Service Provider shall furnish all technical and professional labor, and materials to satisfactorily comply with Attachment A: Scope of Services as requested by District by issuance of specific Task Authorization and agreed to by Service Provider.
    - (3) Services rendered under this Agreement shall be undertaken by Service Provider only upon issuance of a Task Authorization (TA) for said services, in the format as shown in the attached Exhibit A, attached hereto and incorporated herein. A Task Authorization

shall not be considered effective until the Task Authorization has been signed by the District's designated representative.

2. **TERM OF AGREEMENT.** This Agreement shall commence on February 1, 2018 and shall terminate on June 30, 2023, subject to earlier termination as provided below.
3. **COMPENSATION.** For performance of services rendered pursuant to this Agreement and as further described in Attachment B, Compensation and Invoicing, attached hereto and incorporated herein; District shall compensate Service Provider based on the following, subject to the limitation of the maximum expenditure provided herein:
  - a. **Maximum Expenditure.** The aggregate amount under this Agreement with Service Provider and Agreements with companies listed in Table 1, Parties to Aggregate Agreements, below, shall not exceed \$900,000.00.

Agreement No.	Party to Agreement	District Clerk Document No.
317-2017ND	Citicasters Co dba iHeartMedia	
318-2017ND	Entercom Communications Corp	
319-2017ND	Local Media San Diego, LLC	
320-2017ND	Broadcast Company of the America's, LLC	
321-2017ND	San Diego State University Foundation dba KPBS	
322-2017ND	Uniradio Corp	
323-2017ND	Univision Radio San Diego, Inc.	
324-2017ND	Midwest Television, Inc. dba KFMB Stations	

**Table 1 – Parties to Aggregate Agreements**

Said expenditure shall include without limitation all sums, charges, reimbursements, costs and expenses provided for herein. Service Provider shall not be required to perform further services after

compensation has been expended. In the event that the Service Provider anticipates the need for services in excess of the maximum Agreement amount, the District shall be notified in writing immediately. District must approve an amendment to this Agreement before additional fees and costs are incurred.

4. **COMPLIANCE**

- a. In performance of this Agreement, Service Provider and Service Provider's Sub-Service Providers shall comply with the California Fair Employment and Housing Act, the American with Disabilities Act, and all other applicable federal, state, and local laws prohibiting discrimination, including without limitation, laws prohibiting discrimination because of age, ancestry, color, creed, denial of family and medical care leave, disability, marital status, medical condition, national origin, race, religion, sex, or sexual orientation. Service Provider shall comply with the prevailing wage provisions of the Labor Code, and the Political Reform Act provisions of the Government Code, as applicable.
- b. Service Provider shall comply with all Federal, State, regional and local laws, and district Ordinances and Regulations applicable to the performance of services under this Agreement as exist now or as may be added or amended.

5. **INDEPENDENT ANALYSIS.** Service Provider shall provide the services required by this Agreement and arrive at conclusions with respect to the rendition of information, advice or recommendations, independent of the control and direction of District, other than normal contract monitoring provided, however, Service Provider shall possess no authority with respect to any District decision.

6. **ASSIGNMENT.** This is a personal services Agreement between the parties and Service Provider shall not assign or transfer voluntarily or involuntarily any of its rights, duties, or obligations under this Agreement without the express written consent of District in each instance.

7. **INDEPENDENT CONTRACTOR.** Service Provider and any agent or employee of Service Provider shall act in an independent capacity and not as officers or employees of District. The District assumes no liability for the Service Provider's actions and performance, nor assumes responsibility for taxes, bonds, payments or other commitments, implied or explicit by or for the Service Provider. Service Provider shall not have authority to act as an agent on behalf of the District unless specifically authorized to do so in writing. Service Provider acknowledges that it is aware that because it is an independent contractor, District is making no deductions from its fee and is not contributing to any fund on its behalf. Service Provider disclaims the right to any fee or benefits except as expressly provided for in this Agreement.
8. **ADVICE OF COUNSEL.** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California.
9. **INDEPENDENT REVIEW.** Each party hereto declares and represents that in entering into this Agreement it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this Agreement is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent or attorney of any other party.
10. **INTEGRATION AND MODIFICATION.** This Agreement contains the entire Agreement between the parties and supersedes all prior negotiations,

discussion, obligations and rights of the parties in respect of each other regarding the subject matter of this Agreement. There is no other written or oral understanding between the parties. No modifications, amendment or alteration of this Agreement shall be valid unless it is in writing and signed by the parties hereto.

11. **TERMINATION.** In addition to any other rights and remedies allowed by law, the Executive Director (President/CEO) of District may terminate this Agreement at any time with or without cause by giving thirty (30) days written notice to Service Provider of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall at the option of District be delivered by Service Provider to the Don L. Nay Port Administration Building (located at 3165 Pacific Highway, San Diego, California 92101). Termination of this Agreement by Executive Director (President/CEO) as provided in this paragraph shall release District from any further fee or claim hereunder by Service Provider other than the fee earned for services which were performed prior to termination but not yet paid. Said fee shall be calculated and based on the schedule as provided in this Agreement.

12. **DISPUTE RESOLUTION**

- a. If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and is not settled by direct negotiation or such other procedures as may be agreed, and if such dispute is not otherwise time barred, the parties agree to first try in good faith to settle the dispute amicably by mediation administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, prior to initiating any litigation or arbitration. Notice of any such dispute must be filed in writing with the other party within a reasonable time after the dispute has arisen. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate.

- b. If mediation is unsuccessful in settling all disputes that are not otherwise time barred, and if both parties agree, any still unresolved disputes may be resolved by arbitration administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, provided, however, that the Arbitration Award shall be non-binding and advisory only. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate. On demand of the arbitrator or any party to this Agreement, Sub-Service Provider and all parties bound by this arbitration provision agree to join in and become parties to the arbitration proceeding.
- c. The foregoing mediation and arbitration procedures notwithstanding, all claim filing requirements of the Agreement documents, the California Government Code, and otherwise, shall remain in full force and effect regardless of whether or not such dispute avoidance and resolution procedures have been implemented, and the time periods within which claims are to be filed or presented to the District Clerk as required by said Agreement, Government Code, and otherwise, shall not be waived, extended or tolled thereby. If a claim is not timely filed or presented, such claim shall be time barred and the above dispute avoidance and resolution procedures, whether or not implemented or then pending, shall likewise be time barred as to such claims.
13. **PAYMENT BY DISTRICT.** Payment by the District pursuant to this Agreement does not represent that the District has made a detailed examination, audit, or arithmetic verification of the documentation submitted for payment by the Service Provider, made an exhaustive inspection to check the quality or quantity of the services performed by the Service Provider, made an examination to ascertain how or for what purpose the Service Provider has used money previously paid on account by the District, or constitute a waiver of claims against the Service Provider by the District. The District may in its sole discretion withhold payments or seek reimbursement from the Service Provider for expenses, miscellaneous charges, or other liabilities or increased costs incurred or anticipated by the

District which are the fault of or as result of work performed or negligent conduct by or on behalf of the Service Provider. Upon five (5) day written notice to the Service Provider, the District shall have the right to estimate the amount of expenses, miscellaneous charges, or other liabilities or increased costs and to cause the Service Provider to pay the same; and the amount due the Service Provider under this Agreement or the whole or so much of the money due or to become due to the Service Provider under this Agreement as may be considered reasonably necessary by the District shall be retained by the District until such expenses, miscellaneous charges, or other liabilities or increased costs shall have been corrected or otherwise disposed of by the Service Provider at no expense to the District. If such expenses, miscellaneous charges, or other liabilities or increased costs are not corrected or otherwise disposed of at no expense to the District prior to completion date of the Agreement, the District is authorized to pay for such expenses, miscellaneous charges, or other liabilities or increased costs from the amounts retained as outlined above or to seek reimbursement of same from the Service Provider. It is the express intent of the parties to this Agreement to protect the District from loss because of conduct by or on behalf of the Service Provider.

14. **CAPTIONS.** The captions by which the paragraphs of this Agreement are identified are for convenience only and shall have no effect upon its interpretation.
15. **EXECUTIVE DIRECTOR'S SIGNATURE.** It is an express condition of this Agreement that said Agreement shall not be complete nor effective until signed by either the Executive Director (President/CEO) or Authorized Designee on behalf of the District and by Authorized Representative of the Service Provider.
- a. Submit all correspondence regarding this Agreement to:

Revekka Balancier  
 Marketing & Communications  
 San Diego Unified Port District  
 P.O. Box 120488

San Diego, CA 92112-0488  
Tel. 619-686-6232  
Email: [rbalancier@portofsandiego.org](mailto:rbalancier@portofsandiego.org)

- b. The Service Provider's Authorized Representative assigned below has the authority to authorize changes to the scope, terms and conditions of this Agreement:

Chuck Scriven  
Local Media San Diego, LLC  
6160 Cornerstone Court East  
San Diego, CA 92121  
Tel. 858-888-7000  
Email: [cscriven@lmasandiego.com](mailto:cscriven@lmasandiego.com)

- c. Written notification to the other party shall be provided, in advance, of changes in the name or address of the designated Authorized Representative.

**SAN DIEGO UNIFIED PORT DISTRICT**

**LOCAL MEDIA SAN DIEGO, LLC**

\_\_\_\_\_  
Jenifer Barsell  
Director, Marketing & Communications

  
\_\_\_\_\_  
Chuck Scriven  
Account Manager  
1/3/18

Approved as to form and legality:  
GENERAL COUNSEL

\_\_\_\_\_  
By: Assistant/Deputy

A manually signed copy of this Agreement transmitted by email or any other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

## ATTACHMENT A SCOPE OF SERVICES

### San Diego Unified Port District

#### 1. Overview

Broadcast Radio Media vendor shall provide marketing, advertising, and promotional services to the District's full-service Marketing and Communications Department to support marketing campaigns, branding efforts, community outreach, public awareness and/or other marketing and communications projects. Vendor will be called upon to deliver media support on an as-needed basis in various areas including maritime, waterfront development, public safety, experiences, environment and other program areas. For each campaign the district will make available the details of the campaign including objective, timeframe and target demographics. Vendors will be selected for individual campaign based on the following process:

##### a. Task 1: Campaign Proposals

Submit a proposal for each marketing campaign vendor is interested in participating in based on tasks 2 through 6 utilizing the district's broadcast marketing proposal format (Attachment B). Stations may also submit additional documentation, any standard station proposal formats, and other supplemental information, however, the district's broadcast marketing proposal must accompany the submission as a cover sheet for each marketing campaign. The broadcast marketing proposal will include rates for all tasks below, specifying which options will be included, at which rates and amounts. Numbers of spots and ads, and rate amounts may vary for each proposal, but must remain locked once a proposal has been accepted and a task authorization has been signed. Selected stations with task authorizations will move forward with Tasks 2 through 7 below.

##### b. Task 2: Broadcast Radio

Vendor will run :10, :15, :30, and/or :60 on-air broadcast spots in support of the campaign with the goal of meeting the campaign objectives, delivering spots to the target demographics and running spots during the desired timeframe. Spots may be produced by the district or the vendor, and should be determined within each proposal. All broadcast spots must include pre-and post- analytics including GRPs, Reach, Frequency and gross impressions.

**c. Task 3: Digital Marketing Support**

Vendor will run online support including run :15, :30, :60 and/or :90 streaming spots, static and animated banner ads, pencil bar ads, sky scraper ads, website reskins or other online, mobile or digital options available. All digital advertising must include applicable pre-and post-analytics including page views, click-through-rates, and gross impressions.

**d. Task 4: Direct Marketing Support**

Where available, stations will run banner ads within regularly scheduled e-newsletters, dedicated e-blasts, or other direct marketing options offered by the station. All direct advertising must include applicable pre-and post-analytics including subscriber numbers, open rates, click-through-rates, and gross impressions.

**e. Task 5: Social Media Support**

Vendor will run social media support on available channels including Facebook, Twitter, Instagram, LinkedIn, and YouTube, tagging the Port's official social media channels, utilizing the campaign hashtags and distributing posts, photos, videos and links to expand the reach of the broadcast campaign. All social media support must include applicable pre-and post- analytics including fans, reach, engagement, clicks and gross impressions.

**f. Task 6: Added Value Promotion**

Station will include segment sponsorships, on-site remote broadcasts, on-air contesting, prize giveaways, social influencer opportunities, or other campaign support that will extend the reach of the campaign, deliver the target audience and meet the campaign objective. Special consideration will be given to creative proposals that align with the Port's mission, the campaign concept and further the key messages of the district. All added-value elements must include applicable pre-and post- analytics including gross impressions.

**g. Task 7: Campaign Analytics Wrap-up**

In order to demonstrate return-on investment, all campaign analytics must be turned in immediately following the campaign, utilizing the district's Campaign Analytics Wrap-Up form (Exhibit B). Every element of the campaign must include gross impressions with additional analytics relevant to the type of advertising as noted in each task.

**ATTACHMENT B  
COMPENSATION & INVOICING  
San Diego Unified Port District**

**1. COMPENSATION**

- a. For the satisfactory performance and completion of the services under this Agreement, District shall pay Service Provider compensation as set forth hereunder.
- (1) Service Provider shall be compensated and reimbursed by District on the basis of invoices submitted each month for services performed during the preceding month.
- (a) Each invoice shall include:
- Date service performed;  
Description of the service;  
Rate  
Total Amount
- i. Services shall be invoiced in accordance with the rates negotiated for each Task Authorization issued by the District.

**2. INVOICING**

- a. **Payment Documentation.** As a prerequisite to payment for services, Service Provider shall invoice District for services performed and for reimbursable expenses authorized by this Agreement, accompanied by such records, receipts and forms as required.
- b. Service Provider shall include the following information on each invoice submitted for payment by District, in addition to the information required in Section I, above:
- (1) Agreement No. 319-2017ND
- (2) If applicable, the Task Authorization(s) (TA) number being charged.
- (3) The following certification phrase, with printed name, title and signature of Service Provider's project manager or designated representative:
- "I certify under penalty of perjury that the above statement is just and correct according to the terms of Document No. \_\_\_\_\_, and that payment has not been received."
- (4) Dates of service provided

- (5) Date of invoice
  - (6) A unique invoice number
- c. District shall, at its discretion, return to Service Provider, without payment, any invoice, which has been submitted without the above information and certification phrase.
- d. Invoices shall be mailed to the attention of: Revekka Balancier, Marketing & Communications, P.O. Box 120488, San Diego Unified Port District, San Diego, CA 92112-0488.
- e. Should District contest any portion of an invoice, that portion shall be held for resolution, but the uncontested balance shall be processed for payment. District may, at any time, conduct an audit of any and all records kept by Service Provider for the Services. Any overpayment discovered in such an audit may be charged against the Service Provider's future invoices and any retention funds.
- f. Service Provider shall submit all invoices within thirty (30) days of completion of work represented by the request and within sixty (60) days of incurring costs to be reimbursed under the Agreement. Payment will be made to Service Provider within thirty (30) days after receipt by District of a proper invoice.

**EXHIBIT A  
TASK AUTHORIZATION FORM  
San Diego Unified Port District**



**(DEPARTMENT NAME)**

*San Diego Unified Port District  
P.O. Box 120488  
San Diego, CA 92112-0488  
(619) 686-\_\_\_\_  
Fax (619) 725-\_\_\_\_*

**TASK AUTHORIZATION NO. \_**

(Date)

(Name)

(Title)

(Name of Company)

(Address)

(City, State, Zip)

Email:

**Subject: Task Authorization for Agreement No. \_\_ - 20\_\_**  
(Agreement Title)

You are authorized to proceed with the services described in this correspondence, in an amount not to exceed \$\_\_\_\_\_. This Task Authorization is in accordance with the terms of the subject agreement. **Please cite TA #\_** on invoice(s) for this Task.

**TASK DESCRIPTION**

1.	Requestor:		4.	Task Start Date:	
2.	Date of Request:		5.	Task End Date:	
3.	Task Budget:	\$			
7.	<b>Task Title:</b>				

8. **Scope of Services.**

- 9. Please acknowledge acceptance of this Task Authorization by signing below and returning via email to \_\_\_\_\_@portofsandiego.org.

**APPROVALS**

**Service Provider:**

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

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

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

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

**District Representative:**

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

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

Title: \_\_\_\_\_

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

**Manager:**

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

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

Title: Manager

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

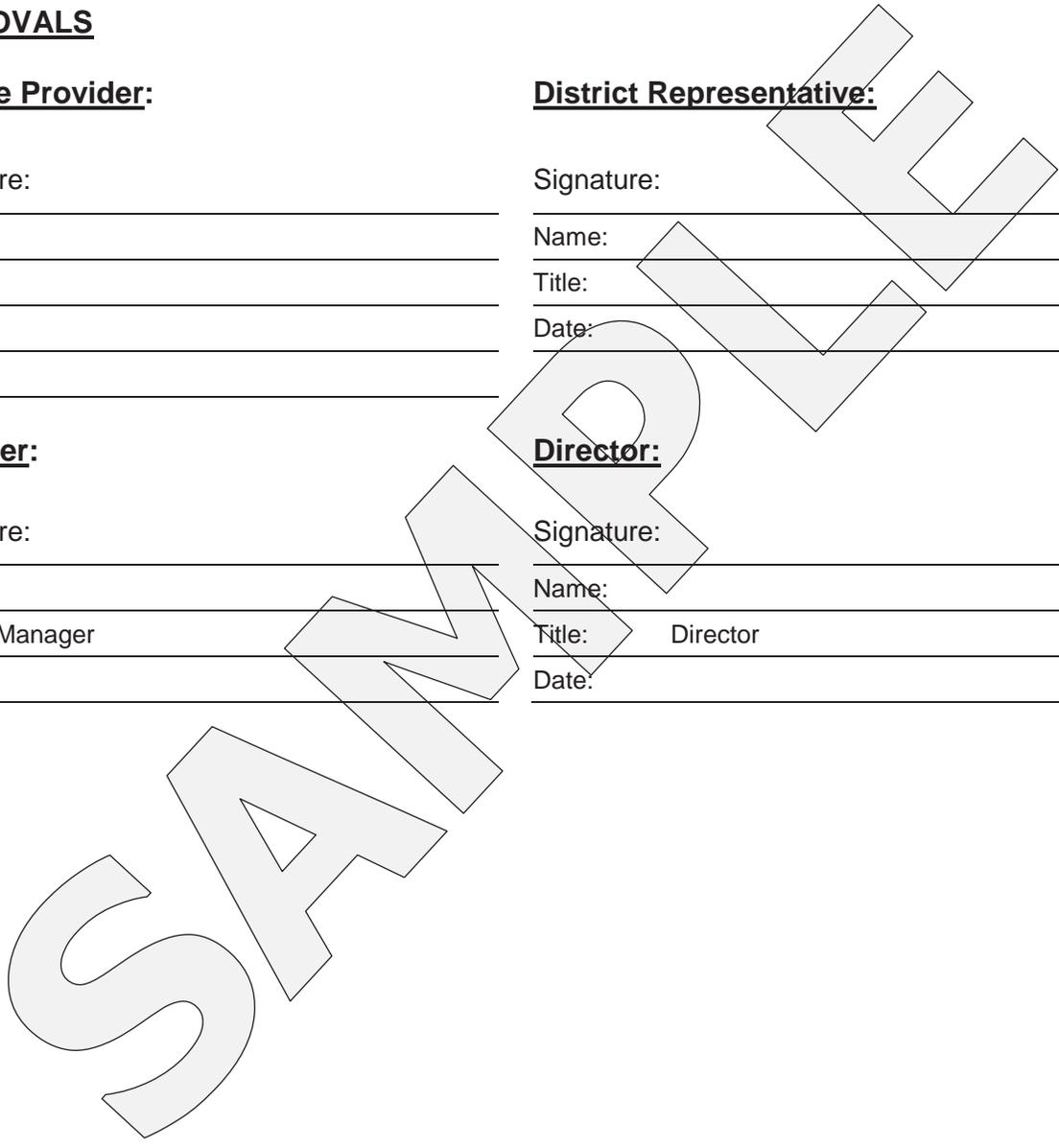
**Director:**

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

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

Title: Director

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





**AGREEMENT BETWEEN  
SAN DIEGO UNIFIED PORT DISTRICT  
and  
UNIVISION RADIO SAN DIEGO, INC.  
for  
AS-NEEDED RADIO MEDIA MARKETING SERVICES  
AGREEMENT NO. 323-2017ND**

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and UNIVISION RADIO SAN DIEGO, INC., a California Corporation (Service Provider). The parties agree to the following:

1. **SCOPE OF SERVICES.** Service Provider shall provide services to satisfactorily comply with Attachment A, Scope of Services, attached hereto and incorporated herein, as requested by District. Service Provider shall keep the Executive Director of the District or their designated representative informed of the progress of said services at all times.
  - a. **As-Needed Services**
    - (1) Service Provider is aware that the services to be provided under this Agreement are on an as-needed basis as determined by the District. Service Provider may or may not receive a request to provide such services, and Service Provider may not receive the maximum expenditure of funds allocated for these services. No work or services will be performed until a task authorization has been signed by the District Representative.
    - (2) Service Provider shall furnish all technical and professional labor, and materials to satisfactorily comply with Attachment A: Scope of Services as requested by District by issuance of specific Task Authorization and agreed to by Service Provider.
    - (3) Services rendered under this Agreement shall be undertaken by Service Provider only upon issuance of a Task Authorization (TA) for said services, in the format as shown in the attached Exhibit A, attached hereto and incorporated herein. A Task Authorization

shall not be considered effective until the Task Authorization has been signed by the District's designated representative.

2. **TERM OF AGREEMENT.** This Agreement shall commence on February 1, 2018 and shall terminate on June 30, 2023, subject to earlier termination as provided below.
3. **COMPENSATION.** For performance of services rendered pursuant to this Agreement and as further described in Attachment B, Compensation and Invoicing, attached hereto and incorporated herein; District shall compensate Service Provider based on the following, subject to the limitation of the maximum expenditure provided herein:
- a. **Maximum Expenditure.** The aggregate amount under this Agreement with Service Provider and Agreements with companies listed in Table 1, Parties to Aggregate Agreements, below, shall not exceed \$900,000.00.

Agreement No.	Party to Agreement	District Clerk Document No.
317-2017ND	Citicasters Co dba iHeartMedia	
318-2017ND	Entercom Communications Corp	
319-2017ND	Local Media San Diego, LLC	
320-2017ND	Broadcast Company of the America's, LLC	
321-2017ND	San Diego State University Foundation dba KPBS	
322-2017ND	Uniradio Corp	
323-2017ND	Univision Radio San Diego, Inc.	
324-2017ND	Midwest Television, Inc. dba KFMB Stations	

**Table 1 – Parties to Aggregate Agreements**

Said expenditure shall include without limitation all sums, charges, reimbursements, costs and expenses provided for herein. Service Provider shall not be required to perform further services after

compensation has been expended. In the event that the Service Provider anticipates the need for services in excess of the maximum Agreement amount, the District shall be notified in writing immediately. District must approve an amendment to this Agreement before additional fees and costs are incurred.

4. **COMPLIANCE**

- a. In performance of this Agreement, Service Provider and Service Provider's Sub-Service Providers shall comply with the California Fair Employment and Housing Act, the American with Disabilities Act, and all other applicable federal, state, and local laws prohibiting discrimination, including without limitation, laws prohibiting discrimination because of age, ancestry, color, creed, denial of family and medical care leave, disability, marital status, medical condition, national origin, race, religion, sex, or sexual orientation. Service Provider shall comply with the prevailing wage provisions of the Labor Code, and the Political Reform Act provisions of the Government Code, as applicable.
- b. Service Provider shall comply with all Federal, State, regional and local laws, and district Ordinances and Regulations applicable to the performance of services under this Agreement as exist now or as may be added or amended.

5. **INDEPENDENT ANALYSIS.** Service Provider shall provide the services required by this Agreement and arrive at conclusions with respect to the rendition of information, advice or recommendations, independent of the control and direction of District, other than normal contract monitoring provided, however, Service Provider shall possess no authority with respect to any District decision.

6. **ASSIGNMENT.** This is a personal services Agreement between the parties and Service Provider shall not assign or transfer voluntarily or involuntarily any of its rights, duties, or obligations under this Agreement without the express written consent of District in each instance.

7. **INDEPENDENT CONTRACTOR.** Service Provider and any agent or employee of Service Provider shall act in an independent capacity and not as officers or employees of District. The District assumes no liability for the Service Provider's actions and performance, nor assumes responsibility for taxes, bonds, payments or other commitments, implied or explicit by or for the Service Provider. Service Provider shall not have authority to act as an agent on behalf of the District unless specifically authorized to do so in writing. Service Provider acknowledges that it is aware that because it is an independent contractor, District is making no deductions from its fee and is not contributing to any fund on its behalf. Service Provider disclaims the right to any fee or benefits except as expressly provided for in this Agreement.
  
8. **ADVICE OF COUNSEL.** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California.
  
9. **INDEPENDENT REVIEW.** Each party hereto declares and represents that in entering into this Agreement it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this Agreement is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent or attorney of any other party.
  
10. **INTEGRATION AND MODIFICATION.** This Agreement contains the entire Agreement between the parties and supersedes all prior negotiations, discussion, obligations and rights of the parties in respect of each other regarding

the subject matter of this Agreement. There is no other written or oral understanding between the parties. No modifications, amendment or alteration of this Agreement shall be valid unless it is in writing and signed by the parties hereto.

11. **TERMINATION.** In addition to any other rights and remedies allowed by law, the Executive Director (President/CEO) of District may terminate this Agreement at any time with or without cause by giving thirty (30) days written notice to Service Provider of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall at the option of District be delivered by Service Provider to the Don L. Nay Port Administration Building (located at 3165 Pacific Highway, San Diego, California 92101). Termination of this Agreement by Executive Director (President/CEO) as provided in this paragraph shall release District from any further fee or claim hereunder by Service Provider other than the fee earned for services which were performed prior to termination but not yet paid. Said fee shall be calculated and based on the schedule as provided in this Agreement.

12. **DISPUTE RESOLUTION**

- a. If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and is not settled by direct negotiation or such other procedures as may be agreed, and if such dispute is not otherwise time barred, the parties agree to first try in good faith to settle the dispute amicably by mediation administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, prior to initiating any litigation or arbitration. Notice of any such dispute must be filed in writing with the other party within a reasonable time after the dispute has arisen. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate.

- b. If mediation is unsuccessful in settling all disputes that are not otherwise time barred, and if both parties agree, any still unresolved disputes may be resolved by arbitration administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, provided, however, that the Arbitration Award shall be non-binding and advisory only. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate. On demand of the arbitrator or any party to this Agreement, Sub-Service Provider and all parties bound by this arbitration provision agree to join in and become parties to the arbitration proceeding.
- c. The foregoing mediation and arbitration procedures notwithstanding, all claim filing requirements of the Agreement documents, the California Government Code, and otherwise, shall remain in full force and effect regardless of whether or not such dispute avoidance and resolution procedures have been implemented, and the time periods within which claims are to be filed or presented to the District Clerk as required by said Agreement, Government Code, and otherwise, shall not be waived, extended or tolled thereby. If a claim is not timely filed or presented, such claim shall be time barred and the above dispute avoidance and resolution procedures, whether or not implemented or then pending, shall likewise be time barred as to such claims.
13. **PAYMENT BY DISTRICT.** Payment by the District pursuant to this Agreement does not represent that the District has made a detailed examination, audit, or arithmetic verification of the documentation submitted for payment by the Service Provider, made an exhaustive inspection to check the quality or quantity of the services performed by the Service Provider, made an examination to ascertain how or for what purpose the Service Provider has used money previously paid on account by the District, or constitute a waiver of claims against the Service Provider by the District. The District may in its sole discretion withhold payments or seek reimbursement from the Service Provider for expenses, miscellaneous charges, or other liabilities or increased costs incurred or anticipated by the

District which are the fault of or as result of work performed or negligent conduct by or on behalf of the Service Provider. Upon five (5) day written notice to the Service Provider, the District shall have the right to estimate the amount of expenses, miscellaneous charges, or other liabilities or increased costs and to cause the Service Provider to pay the same; and the amount due the Service Provider under this Agreement or the whole or so much of the money due or to become due to the Service Provider under this Agreement as may be considered reasonably necessary by the District shall be retained by the District until such expenses, miscellaneous charges, or other liabilities or increased costs shall have been corrected or otherwise disposed of by the Service Provider at no expense to the District. If such expenses, miscellaneous charges, or other liabilities or increased costs are not corrected or otherwise disposed of at no expense to the District prior to completion date of the Agreement, the District is authorized to pay for such expenses, miscellaneous charges, or other liabilities or increased costs from the amounts retained as outlined above or to seek reimbursement of same from the Service Provider. It is the express intent of the parties to this Agreement to protect the District from loss because of conduct by or on behalf of the Service Provider.

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Revekka Balancier  
Marketing & Communications  
San Diego Unified Port District  
P.O. Box 120488

San Diego, CA 92112-0488  
Tel. 619-686-6232  
Email: [rbalancier@portofsandiego.org](mailto:rbalancier@portofsandiego.org)

- b. The Service Provider's Authorized Representative assigned below has the authority to authorize changes to the scope, terms and conditions of this Agreement:

Terry Woods  
Univision Radio San Diego, Inc.  
600 West Broadway  
Suite 1050  
San Diego, CA 92101  
Tel. 619-744-4318  
Email: [twoods@univision.net](mailto:twoods@univision.net)

- c. Written notification to the other party shall be provided, in advance, of changes in the name or address of the designated Authorized Representative.

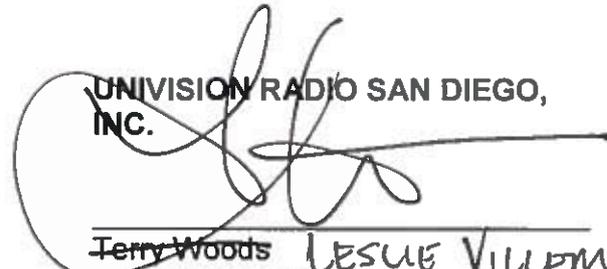
**SAN DIEGO UNIFIED PORT DISTRICT**

\_\_\_\_\_  
Jenifer Barsell  
Director, Marketing & Communications

Approved as to form and legality:  
GENERAL COUNSEL

\_\_\_\_\_  
By: Assistant/Deputy

A manually signed copy of this Agreement transmitted by email or any other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**UNIVISION RADIO SAN DIEGO, INC.**  
  
\_\_\_\_\_  
~~Terry Woods~~ **LESUE VILLEM-HANN**  
~~Sales Manager~~ **DIRECTOR OF SALES**

## ATTACHMENT A SCOPE OF SERVICES

### San Diego Unified Port District

#### 1. Overview

Broadcast Radio Media vendor shall provide marketing, advertising, and promotional services to the District's full-service Marketing and Communications Department to support marketing campaigns, branding efforts, community outreach, public awareness and/or other marketing and communications projects. Vendor will be called upon to deliver media support on an as-needed basis in various areas including maritime, waterfront development, public safety, experiences, environment and other program areas. For each campaign the district will make available the details of the campaign including objective, timeframe and target demographics. Vendors will be selected for individual campaign based on the following process:

##### a. Task 1: Campaign Proposals

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##### b. Task 2: Broadcast Radio

Vendor will run :10, :15, :30, and/or :60 on-air broadcast spots in support of the campaign with the goal of meeting the campaign objectives, delivering spots to the target demographics and running spots during the desired timeframe. Spots may be produced by the district or the vendor, and should be determined within each proposal. All broadcast spots must include pre-and post- analytics including GRPs, Reach, Frequency and gross impressions.

**c. Task 3: Digital Marketing Support**

Vendor will run online support including run :15, :30, :60 and/or :90 streaming spots, static and animated banner ads, pencil bar ads, sky scraper ads, website reskins or other online, mobile or digital options available. All digital advertising must include applicable pre-and post-analytics including page views, click-through-rates, and gross impressions.

**d. Task 4: Direct Marketing Support**

Where available, stations will run banner ads within regularly scheduled e-newsletters, dedicated e-blasts, or other direct marketing options offered by the station. All direct advertising must include applicable pre-and post-analytics including subscriber numbers, open rates, click-through-rates, and gross impressions.

**e. Task 5: Social Media Support**

Vendor will run social media support on available channels including Facebook, Twitter, Instagram, LinkedIn, and YouTube, tagging the Port's official social media channels, utilizing the campaign hashtags and distributing posts, photos, videos and links to expand the reach of the broadcast campaign. All social media support must include applicable pre-and post- analytics including fans, reach, engagement, clicks and gross impressions.

**f. Task 6: Added Value Promotion**

Station will include segment sponsorships, on-site remote broadcasts, on-air contesting, prize giveaways, social influencer opportunities, or other campaign support that will extend the reach of the campaign, deliver the target audience and meet the campaign objective. Special consideration will be given to creative proposals that align with the Port's mission, the campaign concept and further the key messages of the district. All added-value elements must include applicable pre-and post- analytics including gross impressions.

**g. Task 7: Campaign Analytics Wrap-up**

In order to demonstrate return-on investment, all campaign analytics must be turned in immediately following the campaign, utilizing the district's Campaign Analytics Wrap-Up form (Exhibit B). Every element of the campaign must include gross impressions with additional analytics relevant to the type of advertising as noted in each task.

**ATTACHMENT B  
COMPENSATION & INVOICING  
San Diego Unified Port District**

**1. COMPENSATION**

- a. For the satisfactory performance and completion of the services under this Agreement, District shall pay Service Provider compensation as set forth hereunder.
- (1) Service Provider shall be compensated and reimbursed by District on the basis of invoices submitted each month for services performed during the preceding month.
- (a) Each invoice shall include:
- Date service performed;  
Description of the service;  
Rate  
Total Amount
- i. Services shall be invoiced in accordance with the rates negotiated for each Task Authorization issued by the District.

**2. INVOICING**

- a. **Payment Documentation.** As a prerequisite to payment for services, Service Provider shall invoice District for services performed and for reimbursable expenses authorized by this Agreement, accompanied by such records, receipts and forms as required.
- b. Service Provider shall include the following information on each invoice submitted for payment by District, in addition to the information required in Section I, above:
- (1) Agreement No. 323-2017ND
- (2) If applicable, the Task Authorization(s) (TA) number being charged.
- (3) The following certification phrase, with printed name, title and signature of Service Provider's project manager or designated representative:
- "I certify under penalty of perjury that the above statement is just and correct according to the terms of Document No. \_\_\_\_\_, and that payment has not been received."
- (4) Dates of service provided

- (5) Date of invoice
  - (6) A unique invoice number
- c. District shall, at its discretion, return to Service Provider, without payment, any invoice, which has been submitted without the above information and certification phrase.
  - d. Invoices shall be mailed to the attention of: Revekka Balancier, Marketing & Communications, P.O. Box 120488, San Diego Unified Port District, San Diego, CA 92112-0488.
  - e. Should District contest any portion of an invoice, that portion shall be held for resolution, but the uncontested balance shall be processed for payment. District may, at any time, conduct an audit of any and all records kept by Service Provider for the Services. Any overpayment discovered in such an audit may be charged against the Service Provider's future invoices and any retention funds.
  - f. Service Provider shall submit all invoices within thirty (30) days of completion of work represented by the request and within sixty (60) days of incurring costs to be reimbursed under the Agreement. Payment will be made to Service Provider within thirty (30) days after receipt by District of a proper invoice.

**EXHIBIT A  
TASK AUTHORIZATION FORM  
San Diego Unified Port District**



**(DEPARTMENT NAME)**  
 San Diego Unified Port District  
 P.O. Box 120488  
 San Diego, CA 92112-0488  
 (619) 686-\_\_\_\_  
 Fax (619) 725-\_\_\_\_

**TASK AUTHORIZATION NO. \_**

(Date)

(Name)

(Title)

(Name of Company)

(Address)

(City, State, Zip)

Email:

**Subject: Task Authorization for Agreement No. \_\_-20\_\_**  
 (Agreement Title)

You are authorized to proceed with the services described in this correspondence, in an amount not to exceed \$\_\_\_\_\_. This Task Authorization is in accordance with the terms of the subject agreement. **Please cite TA #\_** on invoice(s) for this Task.

**TASK DESCRIPTION**

1.	Requestor:		4.	Task Start Date:	
2.	Date of Request:		5.	Task End Date:	
3.	Task Budget:	\$			
7.	<b>Task Title:</b>				

8. **Scope of Services.**

9. Please acknowledge acceptance of this Task Authorization by signing below and returning via email to \_\_\_\_\_@portofsandiego.org.

**APPROVALS**

**Service Provider:**

Signature:

Name:

Title:

Firm:

Date:

**District Representative:**

Signature:

Name:

Title:

Date:

**Manager:**

Signature:

Name:

Title: Manager

Date:

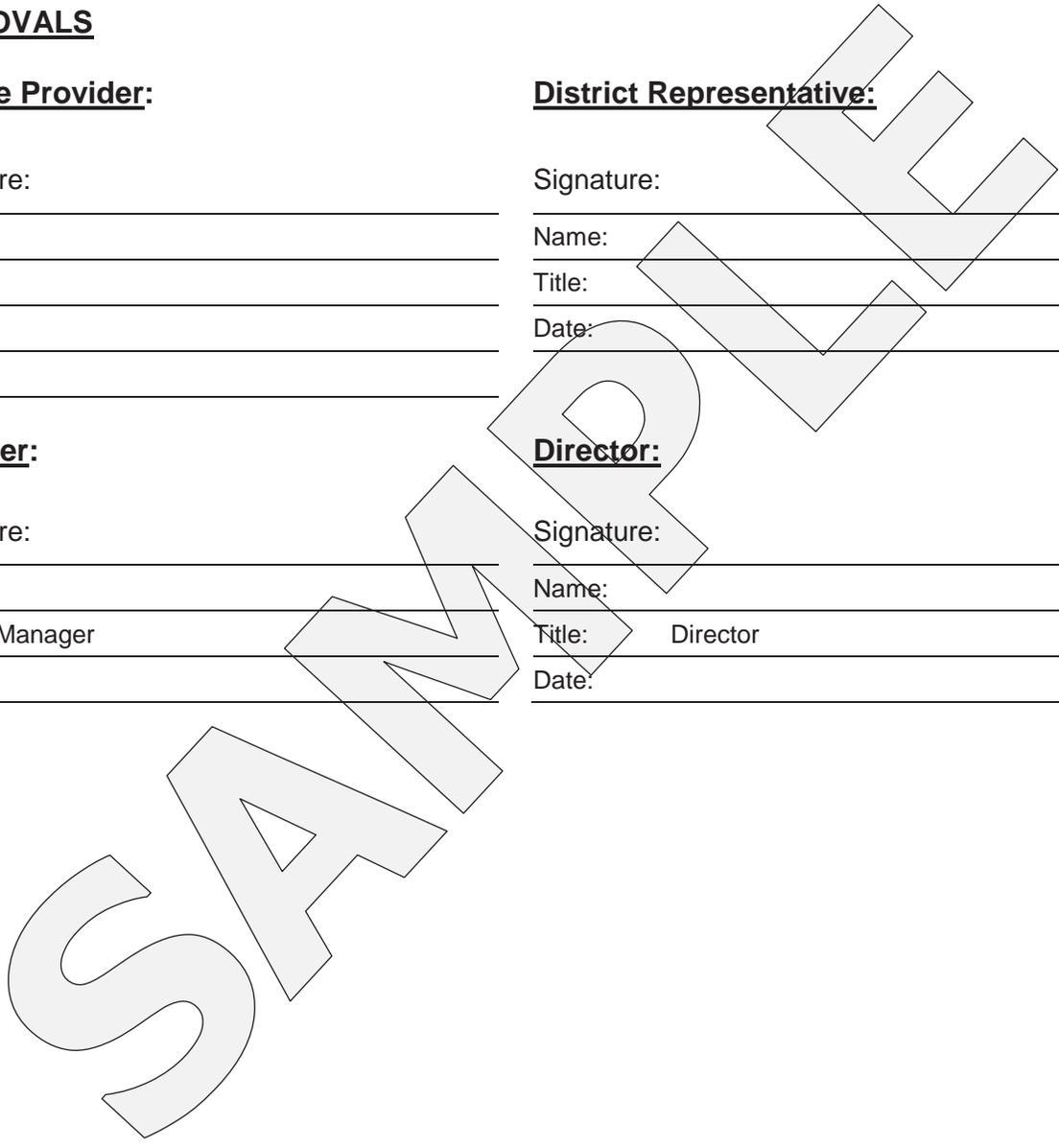
**Director:**

Signature:

Name:

Title: Director

Date:





**AGREEMENT BETWEEN  
SAN DIEGO UNIFIED PORT DISTRICT  
and  
BROADCAST COMPANY OF THE AMERICA'S, LLC  
for  
AS-NEEDED RADIO MEDIA MARKETING SERVICES  
AGREEMENT NO. 320-2017ND**

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and BROADCAST COMPANY OF THE AMERICA'S, LLC, a California Corporation (Service Provider). The parties agree to the following:

1. **SCOPE OF SERVICES.** Service Provider shall provide services to satisfactorily comply with Attachment A, Scope of Services, attached hereto and incorporated herein, as requested by District. Service Provider shall keep the Executive Director of the District or their designated representative informed of the progress of said services at all times.
  - a. **As-Needed Services**
    - (1) Service Provider is aware that the services to be provided under this Agreement are on an as-needed basis as determined by the District. Service Provider may or may not receive a request to provide such services, and Service Provider may not receive the maximum expenditure of funds allocated for these services. No work or services will be performed until a task authorization has been signed by the District Representative.
    - (2) Service Provider shall furnish all technical and professional labor, and materials to satisfactorily comply with Attachment A: Scope of Services as requested by District by issuance of specific Task Authorization and agreed to by Service Provider.
    - (3) Services rendered under this Agreement shall be undertaken by Service Provider only upon issuance of a Task Authorization (TA) for said services, in the format as shown in the attached Exhibit A, attached hereto and incorporated herein. A Task Authorization

shall not be considered effective until the Task Authorization has been signed by the District’s designated representative.

2. **TERM OF AGREEMENT.** This Agreement shall commence on February 1, 2018 and shall terminate on June 30, 2023, subject to earlier termination as provided below.
  
3. **COMPENSATION.** For performance of services rendered pursuant to this Agreement and as further described in Attachment B, Compensation and Invoicing, attached hereto and incorporated herein; District shall compensate Service Provider based on the following, subject to the limitation of the maximum expenditure provided herein:
  - a. **Maximum Expenditure.** The aggregate amount under this Agreement with Service Provider and Agreements with companies listed in Table 1, Parties to Aggregate Agreements, below, shall not exceed \$900,000.00.

Agreement No.	Party to Agreement	District Clerk Document No.
317-2017ND	Citicasters Co dba iHeartMedia	
318-2017ND	Entercom Communications Corp	
319-2017ND	Local Media San Diego, LLC	
320-2017ND	Broadcast Company of the America’s, LLC	
321-2017ND	San Diego State University Foundation dba KPBS	
322-2017ND	Uniradio Corp	
323-2017ND	Univision Radio San Diego, Inc.	
324-2017ND	Midwest Television, Inc. dba KFMB Stations	

**Table 1 – Parties to Aggregate Agreements**

Said expenditure shall include without limitation all sums, charges, reimbursements, costs and expenses provided for herein. Service

Provider shall not be required to perform further services after compensation has been expended. In the event that the Service Provider anticipates the need for services in excess of the maximum Agreement amount, the District shall be notified in writing immediately. District must approve an amendment to this Agreement before additional fees and costs are incurred.

4. **COMPLIANCE**

- a. In performance of this Agreement, Service Provider and Service Provider's Sub-Service Providers shall comply with the California Fair Employment and Housing Act, the American with Disabilities Act, and all other applicable federal, state, and local laws prohibiting discrimination, including without limitation, laws prohibiting discrimination because of age, ancestry, color, creed, denial of family and medical care leave, disability, marital status, medical condition, national origin, race, religion, sex, or sexual orientation. Service Provider shall comply with the prevailing wage provisions of the Labor Code, and the Political Reform Act provisions of the Government Code, as applicable.
- b. Service Provider shall comply with all Federal, State, regional and local laws, and district Ordinances and Regulations applicable to the performance of services under this Agreement as exist now or as may be added or amended.

5. **INDEPENDENT ANALYSIS.** Service Provider shall provide the services required by this Agreement and arrive at conclusions with respect to the rendition of information, advice or recommendations, independent of the control and direction of District, other than normal contract monitoring provided, however, Service Provider shall possess no authority with respect to any District decision.

6. **ASSIGNMENT.** This is a personal services Agreement between the parties and Service Provider shall not assign or transfer voluntarily or involuntarily any of its

rights, duties, or obligations under this Agreement without the express written consent of District in each instance.

7. **INDEPENDENT CONTRACTOR.** Service Provider and any agent or employee of Service Provider shall act in an independent capacity and not as officers or employees of District. The District assumes no liability for the Service Provider's actions and performance, nor assumes responsibility for taxes, bonds, payments or other commitments, implied or explicit by or for the Service Provider. Service Provider shall not have authority to act as an agent on behalf of the District unless specifically authorized to do so in writing. Service Provider acknowledges that it is aware that because it is an independent contractor, District is making no deductions from its fee and is not contributing to any fund on its behalf. Service Provider disclaims the right to any fee or benefits except as expressly provided for in this Agreement.
  
8. **ADVICE OF COUNSEL.** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California.
  
9. **INDEPENDENT REVIEW.** Each party hereto declares and represents that in entering into this Agreement it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this Agreement is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent or attorney of any other party.

10. **INTEGRATION AND MODIFICATION.** This Agreement contains the entire Agreement between the parties and supersedes all prior negotiations, discussion, obligations and rights of the parties in respect of each other regarding the subject matter of this Agreement. There is no other written or oral understanding between the parties. No modifications, amendment or alteration of this Agreement shall be valid unless it is in writing and signed by the parties hereto.
  
11. **TERMINATION.** In addition to any other rights and remedies allowed by law, the Executive Director (President/CEO) of District may terminate this Agreement at any time with or without cause by giving thirty (30) days written notice to Service Provider of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall at the option of District be delivered by Service Provider to the Don L. Nay Port Administration Building (located at 3165 Pacific Highway, San Diego, California 92101). Termination of this Agreement by Executive Director (President/CEO) as provided in this paragraph shall release District from any further fee or claim hereunder by Service Provider other than the fee earned for services which were performed prior to termination but not yet paid. Said fee shall be calculated and based on the schedule as provided in this Agreement.
  
12. **DISPUTE RESOLUTION**
  - a. If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and is not settled by direct negotiation or such other procedures as may be agreed, and if such dispute is not otherwise time barred, the parties agree to first try in good faith to settle the dispute amicably by mediation administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, prior to initiating any litigation or arbitration. Notice of any such dispute must be filed in writing with the other party within a reasonable time after the dispute has arisen. Any resultant Agreements

shall be documented and may be used as the basis for an amendment or directive as appropriate.

- b. If mediation is unsuccessful in settling all disputes that are not otherwise time barred, and if both parties agree, any still unresolved disputes may be resolved by arbitration administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, provided, however, that the Arbitration Award shall be non-binding and advisory only. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate. On demand of the arbitrator or any party to this Agreement, Sub-Service Provider and all parties bound by this arbitration provision agree to join in and become parties to the arbitration proceeding.
  - c. The foregoing mediation and arbitration procedures notwithstanding, all claim filing requirements of the Agreement documents, the California Government Code, and otherwise, shall remain in full force and effect regardless of whether or not such dispute avoidance and resolution procedures have been implemented, and the time periods within which claims are to be filed or presented to the District Clerk as required by said Agreement, Government Code, and otherwise, shall not be waived, extended or tolled thereby. If a claim is not timely filed or presented, such claim shall be time barred and the above dispute avoidance and resolution procedures, whether or not implemented or then pending, shall likewise be time barred as to such claims.
13. **PAYMENT BY DISTRICT.** Payment by the District pursuant to this Agreement does not represent that the District has made a detailed examination, audit, or arithmetic verification of the documentation submitted for payment by the Service Provider, made an exhaustive inspection to check the quality or quantity of the services performed by the Service Provider, made an examination to ascertain how or for what purpose the Service Provider has used money previously paid on account by the District, or constitute a waiver of claims against the Service

Provider by the District. The District may in its sole discretion withhold payments or seek reimbursement from the Service Provider for expenses, miscellaneous charges, or other liabilities or increased costs incurred or anticipated by the District which are the fault of or as result of work performed or negligent conduct by or on behalf of the Service Provider. Upon five (5) day written notice to the Service Provider, the District shall have the right to estimate the amount of expenses, miscellaneous charges, or other liabilities or increased costs and to cause the Service Provider to pay the same; and the amount due the Service Provider under this Agreement or the whole or so much of the money due or to become due to the Service Provider under this Agreement as may be considered reasonably necessary by the District shall be retained by the District until such expenses, miscellaneous charges, or other liabilities or increased costs shall have been corrected or otherwise disposed of by the Service Provider at no expense to the District. If such expenses, miscellaneous charges, or other liabilities or increased costs are not corrected or otherwise disposed of at no expense to the District prior to completion date of the Agreement, the District is authorized to pay for such expenses, miscellaneous charges, or other liabilities or increased costs from the amounts retained as outlined above or to seek reimbursement of same from the Service Provider. It is the express intent of the parties to this Agreement to protect the District from loss because of conduct by or on behalf of the Service Provider.

14. **CAPTIONS.** The captions by which the paragraphs of this Agreement are identified are for convenience only and shall have no effect upon its interpretation.
15. **EXECUTIVE DIRECTOR'S SIGNATURE.** It is an express condition of this Agreement that said Agreement shall not be complete nor effective until signed by either the Executive Director (President/CEO) or Authorized Designee on behalf of the District and by Authorized Representative of the Service Provider.
  - a. Submit all correspondence regarding this Agreement to:

Revekka Balancier  
Marketing & Communications  
San Diego Unified Port District  
P.O. Box 120488  
San Diego, CA 92112-0488  
Tel. 619-686-6232  
Email: [rbalancier@portofsandiego.org](mailto:rbalancier@portofsandiego.org)

- b. The Service Provider's Authorized Representative assigned below has the authority to authorize changes to the scope, terms and conditions of this Agreement:

Mike Glickenhous  
Broadcast Company of the America's, LLC  
6160 Cornerstone Court East  
Suite 100  
San Diego, CA 92121  
Tel. 858-535-2500  
Email: [mjglickenhous@bcaradio.com](mailto:mjglickenhous@bcaradio.com)

- c. Written notification to the other party shall be provided, in advance, of changes in the name or address of the designated Authorized Representative.

**SAN DIEGO UNIFIED PORT DISTRICT**

**BROADCAST COMPANY OF THE AMERICA'S, LLC**

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Jenifer Barsell  
Director, Marketing & Communications

  
Mike Glickenhous  
President & Market Manager

Approved as to form and legality:  
GENERAL COUNSEL

---

By: Assistant/Deputy

A manually signed copy of this Agreement transmitted by email or any other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

## ATTACHMENT A SCOPE OF SERVICES

### San Diego Unified Port District

#### 1. Overview

Broadcast Radio Media vendor shall provide marketing, advertising, and promotional services to the District's full-service Marketing and Communications Department to support marketing campaigns, branding efforts, community outreach, public awareness and/or other marketing and communications projects. Vendor will be called upon to deliver media support on an as-needed basis in various areas including maritime, waterfront development, public safety, experiences, environment and other program areas. For each campaign the district will make available the details of the campaign including objective, timeframe and target demographics. Vendors will be selected for individual campaign based on the following process:

##### a. Task 1: Campaign Proposals

Submit a proposal for each marketing campaign vendor is interested in participating in based on tasks 2 through 6 utilizing the district's broadcast marketing proposal format (Attachment B). Stations may also submit additional documentation, any standard station proposal formats, and other supplemental information, however, the district's broadcast marketing proposal must accompany the submission as a cover sheet for each marketing campaign. The broadcast marketing proposal will include rates for all tasks below, specifying which options will be included, at which rates and amounts. Numbers of spots and ads, and rate amounts may vary for each proposal, but must remain locked once a proposal has been accepted and a task authorization has been signed. Selected stations with task authorizations will move forward with Tasks 2 through 7 below.

##### b. Task 2: Broadcast Radio

Vendor will run :10, :15, :30, and/or :60 on-air broadcast spots in support of the campaign with the goal of meeting the campaign objectives, delivering spots to the target demographics and running spots during the desired timeframe. Spots may be produced by the district or the vendor, and should be determined within each proposal. All broadcast spots must include pre-and post- analytics including GRPs, Reach, Frequency and gross impressions.

**c. Task 3: Digital Marketing Support**

Vendor will run online support including run :15, :30, :60 and/or :90 streaming spots, static and animated banner ads, pencil bar ads, sky scraper ads, website reskins or other online, mobile or digital options available. All digital advertising must include applicable pre-and post-analytics including page views, click-through-rates, and gross impressions.

**d. Task 4: Direct Marketing Support**

Where available, stations will run banner ads within regularly scheduled e-newsletters, dedicated e-blasts, or other direct marketing options offered by the station. All direct advertising must include applicable pre-and post-analytics including subscriber numbers, open rates, click-through-rates, and gross impressions.

**e. Task 5: Social Media Support**

Vendor will run social media support on available channels including Facebook, Twitter, Instagram, LinkedIn, and YouTube, tagging the Port's official social media channels, utilizing the campaign hashtags and distributing posts, photos, videos and links to expand the reach of the broadcast campaign. All social media support must include applicable pre-and post- analytics including fans, reach, engagement, clicks and gross impressions.

**f. Task 6: Added Value Promotion**

Station will include segment sponsorships, on-site remote broadcasts, on-air contesting, prize giveaways, social influencer opportunities, or other campaign support that will extend the reach of the campaign, deliver the target audience and meet the campaign objective. Special consideration will be given to creative proposals that align with the Port's mission, the campaign concept and further the key messages of the district. All added-value elements must include applicable pre-and post- analytics including gross impressions.

**g. Task 7: Campaign Analytics Wrap-up**

In order to demonstrate return-on investment, all campaign analytics must be turned in immediately following the campaign, utilizing the district's Campaign Analytics Wrap-Up form (Exhibit B). Every element of the campaign must include gross impressions with additional analytics relevant to the type of advertising as noted in each task.

**ATTACHMENT B  
COMPENSATION & INVOICING  
San Diego Unified Port District**

**1. COMPENSATION**

- a. For the satisfactory performance and completion of the services under this Agreement, District shall pay Service Provider compensation as set forth hereunder.
  - (1) Service Provider shall be compensated and reimbursed by District on the basis of invoices submitted each month for services performed during the preceding month.
    - (a) Each invoice shall include:
      - Date service performed;
      - Description of the service;
      - Rate
      - Total Amount
  - i. Services shall be invoiced in accordance with the rates negotiated for each Task Authorization issued by the District.

**2. INVOICING**

- a. **Payment Documentation.** As a prerequisite to payment for services, Service Provider shall invoice District for services performed and for reimbursable expenses authorized by this Agreement, accompanied by such records, receipts and forms as required.
- b. Service Provider shall include the following information on each invoice submitted for payment by District, in addition to the information required in Section I, above:
  - (1) Agreement No. 320-2017ND
  - (2) If applicable, the Task Authorization(s) (TA) number being charged.
  - (3) The following certification phrase, with printed name, title and signature of Service Provider's project manager or designated representative:

"I certify under penalty of perjury that the above statement is just and correct according to the terms of Document No. \_\_\_\_\_, and that payment has not been received."
  - (4) Dates of service provided

- (5) Date of invoice
  - (6) A unique invoice number
- c. District shall, at its discretion, return to Service Provider, without payment, any invoice, which has been submitted without the above information and certification phrase.
- d. Invoices shall be mailed to the attention of: Revekka Balancier, Marketing & Communications, P.O. Box 120488, San Diego Unified Port District, San Diego, CA 92112-0488.
- e. Should District contest any portion of an invoice, that portion shall be held for resolution, but the uncontested balance shall be processed for payment. District may, at any time, conduct an audit of any and all records kept by Service Provider for the Services. Any overpayment discovered in such an audit may be charged against the Service Provider's future invoices and any retention funds.
- f. Service Provider shall submit all invoices within thirty (30) days of completion of work represented by the request and within sixty (60) days of incurring costs to be reimbursed under the Agreement. Payment will be made to Service Provider within thirty (30) days after receipt by District of a proper invoice.

**TASK AUTHORIZATION FORM**  
**San Diego Unified Port District**



**(DEPARTMENT NAME)**  
 San Diego Unified Port District  
 P.O. Box 120488  
 San Diego, CA 92112-0488  
 (619) 686-\_\_\_\_  
 Fax (619) 725-\_\_\_\_

**TASK AUTHORIZATION NO. \_**

(Date)

(Name)

(Title)

(Name of Company)

(Address)

(City, State, Zip)

Email:

**Subject: Task Authorization for Agreement No. \_\_-20\_\_**  
 (Agreement Title)

You are authorized to proceed with the services described in this correspondence, in an amount not to exceed \$\_\_\_\_\_. This Task Authorization is in accordance with the terms of the subject agreement. **Please cite TA #\_ on invoice(s) for this Task.**

**TASK DESCRIPTION**

1.	Requestor:		4.	Task Start Date:	
2.	Date of Request:		5.	Task End Date:	
3.	Task Budget:	\$			
7.	<b>Task Title:</b>				

8. **Scope of Services.**

9. Please acknowledge acceptance of this Task Authorization by signing below and returning via email to \_\_\_\_\_@portofsandiego.org.

**APPROVALS**

**Service Provider:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Firm: \_\_\_\_\_  
Date: \_\_\_\_\_

**Manager:**

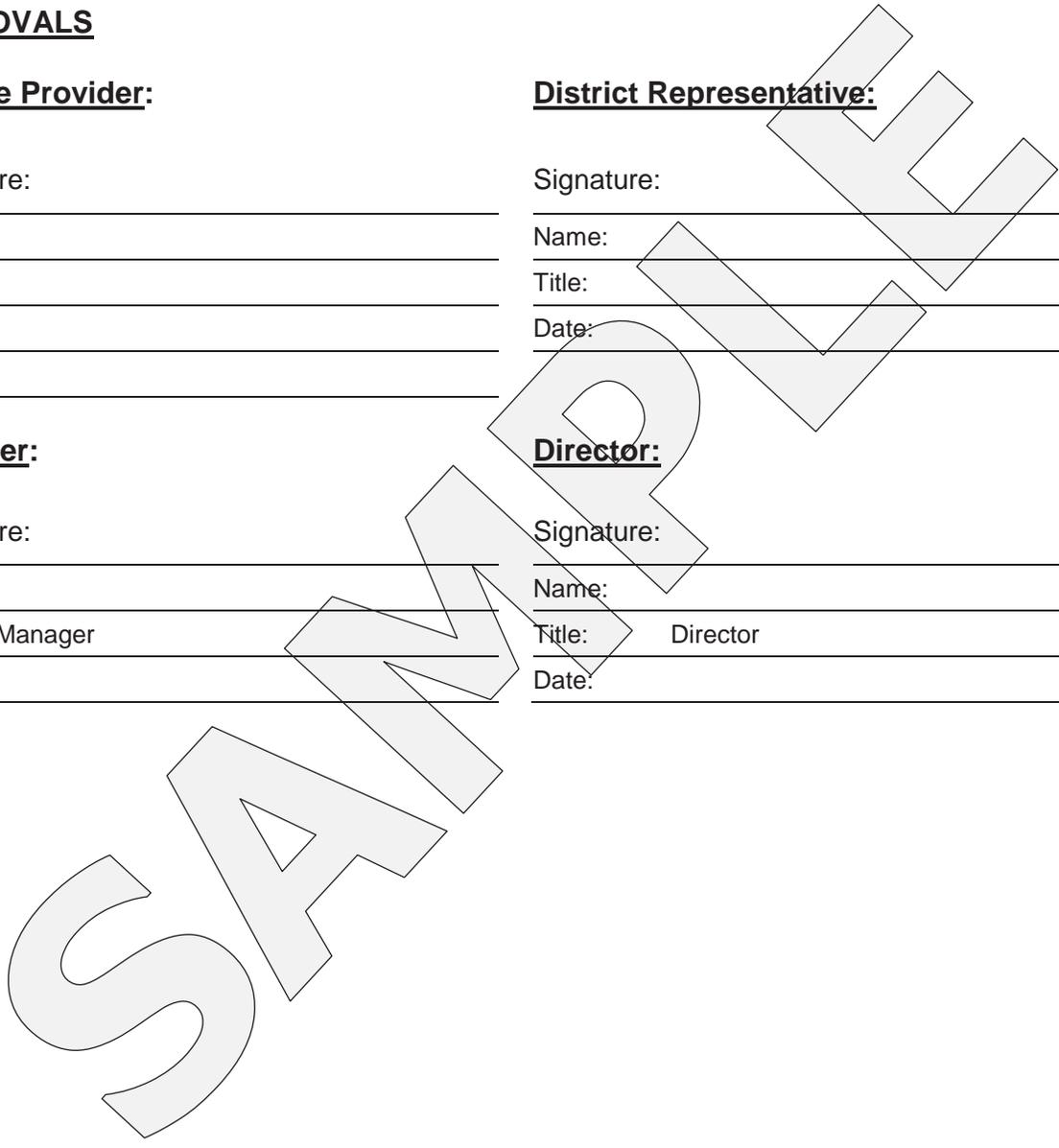
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Manager  
Date: \_\_\_\_\_

**District Representative:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Director:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Director  
Date: \_\_\_\_\_





**AGREEMENT BETWEEN  
SAN DIEGO UNIFIED PORT DISTRICT  
and  
ENTERCOM COMMUNICATIONS CORP  
for  
AS-NEEDED RADIO MEDIA MARKETING SERVICES  
AGREEMENT NO. 318-2017ND**

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and ENTERCOM COMMUNICATIONS CORP, a California Corporation (Service Provider). The parties agree to the following:

1. **SCOPE OF SERVICES.** Service Provider shall provide services to satisfactorily comply with Attachment A, Scope of Services, attached hereto and incorporated herein, as requested by District. Service Provider shall keep the Executive Director of the District or their designated representative informed of the progress of said services at all times.
  - a. **As-Needed Services**
    - (1) Service Provider is aware that the services to be provided under this Agreement are on an as-needed basis as determined by the District. Service Provider may or may not receive a request to provide such services, and Service Provider may not receive the maximum expenditure of funds allocated for these services. No work or services will be performed until a task authorization has been signed by the District Representative.
    - (2) Service Provider shall furnish all technical and professional labor, and materials to satisfactorily comply with Attachment A: Scope of Services as requested by District by issuance of specific Task Authorization and agreed to by Service Provider.
    - (3) Services rendered under this Agreement shall be undertaken by Service Provider only upon issuance of a Task Authorization (TA) for said services, in the format as shown in the attached Exhibit A, attached hereto and incorporated herein. A Task Authorization

shall not be considered effective until the Task Authorization has been signed by the District’s designated representative.

2. **TERM OF AGREEMENT.** This Agreement shall commence on February 1, 2018 and shall terminate on June 30, 2023, subject to earlier termination as provided below.

3. **COMPENSATION.** For performance of services rendered pursuant to this Agreement and as further described in Attachment B, Compensation and Invoicing, attached hereto and incorporated herein; District shall compensate Service Provider based on the following, subject to the limitation of the maximum expenditure provided herein:

a. **Maximum Expenditure.** The aggregate amount under this Agreement with Service Provider and Agreements with companies listed in Table 1, Parties to Aggregate Agreements, below, shall not exceed \$900,000.00.

Agreement No.	Party to Agreement	District Clerk Document No.
317-2017ND	Citicasters Co dba iHeartMedia	
318-2017ND	Entercom Communications Corp	
319-2017ND	Local Media San Diego, LLC	
320-2017ND	Broadcast Company of the America’s, LLC	
321-2017ND	San Diego State University Foundation dba KPBS	
322-2017ND	Uniradio Corp	
323-2017ND	Univision Radio San Diego, Inc.	
324-2017ND	Midwest Television, Inc. dba KFMB Stations	

**Table 1 – Parties to Aggregate Agreements**

Said expenditure shall include without limitation all sums, charges, reimbursements, costs and expenses provided for herein. Service Provider shall not be required to perform further services after compensation has been expended. In the event that the Service Provider

anticipates the need for services in excess of the maximum Agreement amount, the District shall be notified in writing immediately. District must approve an amendment to this Agreement before additional fees and costs are incurred.

4. **COMPLIANCE**

- a. In performance of this Agreement, Service Provider and Service Provider's Sub-Service Providers shall comply with the California Fair Employment and Housing Act, the American with Disabilities Act, and all other applicable federal, state, and local laws prohibiting discrimination, including without limitation, laws prohibiting discrimination because of age, ancestry, color, creed, denial of family and medical care leave, disability, marital status, medical condition, national origin, race, religion, sex, or sexual orientation. Service Provider shall comply with the prevailing wage provisions of the Labor Code, and the Political Reform Act provisions of the Government Code, as applicable.
- b. Service Provider shall comply with all Federal, State, regional and local laws, and district Ordinances and Regulations applicable to the performance of services under this Agreement as exist now or as may be added or amended.

5. **INDEPENDENT ANALYSIS.** Service Provider shall provide the services required by this Agreement and arrive at conclusions with respect to the rendition of information, advice or recommendations, independent of the control and direction of District, other than normal contract monitoring provided, however, Service Provider shall possess no authority with respect to any District decision.

6. **ASSIGNMENT.** This is a personal services Agreement between the parties and Service Provider shall not assign or transfer voluntarily or involuntarily any of its rights, duties, or obligations under this Agreement without the express written consent of District in each instance.

7. **INDEPENDENT CONTRACTOR.** Service Provider and any agent or employee of Service Provider shall act in an independent capacity and not as officers or employees of District. The District assumes no liability for the Service Provider's actions and performance, nor assumes responsibility for taxes, bonds, payments or other commitments, implied or explicit by or for the Service Provider. Service Provider shall not have authority to act as an agent on behalf of the District unless specifically authorized to do so in writing. Service Provider acknowledges that it is aware that because it is an independent contractor, District is making no deductions from its fee and is not contributing to any fund on its behalf. Service Provider disclaims the right to any fee or benefits except as expressly provided for in this Agreement.
  
8. **ADVICE OF COUNSEL.** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California.
  
9. **INDEPENDENT REVIEW.** Each party hereto declares and represents that in entering into this Agreement it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this Agreement is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent or attorney of any other party.
  
10. **INTEGRATION AND MODIFICATION.** This Agreement contains the entire Agreement between the parties and supersedes all prior negotiations, discussion, obligations and rights of the parties in respect of each other regarding

the subject matter of this Agreement. There is no other written or oral understanding between the parties. No modifications, amendment or alteration of this Agreement shall be valid unless it is in writing and signed by the parties hereto.

11. **TERMINATION.** In addition to any other rights and remedies allowed by law, the Executive Director (President/CEO) of District may terminate this Agreement at any time with or without cause by giving thirty (30) days written notice to Service Provider of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall at the option of District be delivered by Service Provider to the Don L. Nay Port Administration Building (located at 3165 Pacific Highway, San Diego, California 92101). Termination of this Agreement by Executive Director (President/CEO) as provided in this paragraph shall release District from any further fee or claim hereunder by Service Provider other than the fee earned for services which were performed prior to termination but not yet paid. Said fee shall be calculated and based on the schedule as provided in this Agreement.

12. **DISPUTE RESOLUTION**

- a. If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and is not settled by direct negotiation or such other procedures as may be agreed, and if such dispute is not otherwise time barred, the parties agree to first try in good faith to settle the dispute amicably by mediation administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, prior to initiating any litigation or arbitration. Notice of any such dispute must be filed in writing with the other party within a reasonable time after the dispute has arisen. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate.

- b. If mediation is unsuccessful in settling all disputes that are not otherwise time barred, and if both parties agree, any still unresolved disputes may be resolved by arbitration administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, provided, however, that the Arbitration Award shall be non-binding and advisory only. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate. On demand of the arbitrator or any party to this Agreement, Sub-Service Provider and all parties bound by this arbitration provision agree to join in and become parties to the arbitration proceeding.
  - c. The foregoing mediation and arbitration procedures notwithstanding, all claim filing requirements of the Agreement documents, the California Government Code, and otherwise, shall remain in full force and effect regardless of whether or not such dispute avoidance and resolution procedures have been implemented, and the time periods within which claims are to be filed or presented to the District Clerk as required by said Agreement, Government Code, and otherwise, shall not be waived, extended or tolled thereby. If a claim is not timely filed or presented, such claim shall be time barred and the above dispute avoidance and resolution procedures, whether or not implemented or then pending, shall likewise be time barred as to such claims.
13. **PAYMENT BY DISTRICT.** Payment by the District pursuant to this Agreement does not represent that the District has made a detailed examination, audit, or arithmetic verification of the documentation submitted for payment by the Service Provider, made an exhaustive inspection to check the quality or quantity of the services performed by the Service Provider, made an examination to ascertain how or for what purpose the Service Provider has used money previously paid on account by the District, or constitute a waiver of claims against the Service Provider by the District. The District may in its sole discretion withhold payments or seek reimbursement from the Service Provider for expenses, miscellaneous charges, or other liabilities or increased costs incurred or anticipated by the

District which are the fault of or as result of work performed or negligent conduct by or on behalf of the Service Provider. Upon five (5) day written notice to the Service Provider, the District shall have the right to estimate the amount of expenses, miscellaneous charges, or other liabilities or increased costs and to cause the Service Provider to pay the same; and the amount due the Service Provider under this Agreement or the whole or so much of the money due or to become due to the Service Provider under this Agreement as may be considered reasonably necessary by the District shall be retained by the District until such expenses, miscellaneous charges, or other liabilities or increased costs shall have been corrected or otherwise disposed of by the Service Provider at no expense to the District. If such expenses, miscellaneous charges, or other liabilities or increased costs are not corrected or otherwise disposed of at no expense to the District prior to completion date of the Agreement, the District is authorized to pay for such expenses, miscellaneous charges, or other liabilities or increased costs from the amounts retained as outlined above or to seek reimbursement of same from the Service Provider. It is the express intent of the parties to this Agreement to protect the District from loss because of conduct by or on behalf of the Service Provider.

14. **CAPTIONS.** The captions by which the paragraphs of this Agreement are identified are for convenience only and shall have no effect upon its interpretation.
  
15. **EXECUTIVE DIRECTOR'S SIGNATURE.** It is an express condition of this Agreement that said Agreement shall not be complete nor effective until signed by either the Executive Director (President/CEO) or Authorized Designee on behalf of the District and by Authorized Representative of the Service Provider.
  - a. Submit all correspondence regarding this Agreement to:

Revekka Balancier  
Marketing & Communications  
San Diego Unified Port District  
P.O. Box 120488

San Diego, CA 92112-0488  
Tel. 619-686-6232  
Email: [rbalancier@portofsandiego.org](mailto:rbalancier@portofsandiego.org)

- b. The Service Provider's Authorized Representative assigned below has the authority to authorize changes to the scope, terms and conditions of this Agreement:

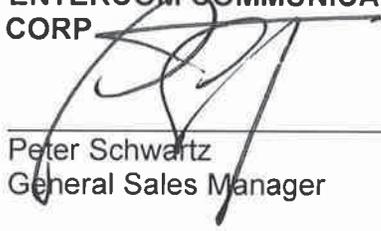
Gerri Tovar  
Entercom Communications Corp  
1615 Murray Canyon Road  
San Diego, CA 92108  
Tel. 619-291-9797  
Email: [geri.tovar@entercom.com](mailto:geri.tovar@entercom.com)

- c. Written notification to the other party shall be provided, in advance, of changes in the name or address of the designated Authorized Representative.

**SAN DIEGO UNIFIED PORT DISTRICT**

\_\_\_\_\_  
Jenifer Barsell  
Director, Marketing & Communications

**ENTERCOM COMMUNICATIONS  
CORP**

  
\_\_\_\_\_  
Peter Schwartz  
General Sales Manager

Approved as to form and legality:  
GENERAL COUNSEL

\_\_\_\_\_  
By: Assistant/Deputy

A manually signed copy of this Agreement transmitted by email or any other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**ATTACHMENT A  
SCOPE OF SERVICES**

**San Diego Unified Port District**

**1. Overview**

Broadcast Radio Media vendor shall provide marketing, advertising, and promotional services to the District's full-service Marketing and Communications Department to support marketing campaigns, branding efforts, community outreach, public awareness and/or other marketing and communications projects. Vendor will be called upon to deliver media support on an as-needed basis in various areas including maritime, waterfront development, public safety, experiences, environment and other program areas. For each campaign the district will make available the details of the campaign including objective, timeframe and target demographics. Vendors will be selected for individual campaign based on the following process:

**a. Task 1: Campaign Proposals**

Submit a proposal for each marketing campaign vendor is interested in participating in based on tasks 2 through 6 utilizing the district's broadcast marketing proposal format (Attachment B). Stations may also submit additional documentation, any standard station proposal formats, and other supplemental information, however, the district's broadcast marketing proposal must accompany the submission as a cover sheet for each marketing campaign. The broadcast marketing proposal will include rates for all tasks below, specifying which options will be included, at which rates and amounts. Numbers of spots and ads, and rate amounts may vary for each proposal, but must remain locked once a proposal has been accepted and a task authorization has been signed. Selected stations with task authorizations will move forward with Tasks 2 through 7 below.

**b. Task 2: Broadcast Radio**

Vendor will run :10, :15, :30, and/or :60 on-air broadcast spots in support of the campaign with the goal of meeting the campaign objectives, delivering spots to the target demographics and running spots during the desired timeframe. Spots may be produced by the district or the vendor, and should be determined within each proposal. All broadcast spots must include pre-and post- analytics including GRPs, Reach, Frequency and gross impressions.

**c. Task 3: Digital Marketing Support**

Vendor will run online support including run :15, :30, :60 and/or :90 streaming spots, static and animated banner ads, pencil bar ads, sky scraper ads, website reskins or other online, mobile or digital options available. All digital advertising must include applicable pre-and post-analytics including page views, click-through-rates, and gross impressions.

**d. Task 4: Direct Marketing Support**

Where available, stations will run banner ads within regularly scheduled e-newsletters, dedicated e-blasts, or other direct marketing options offered by the station. All direct advertising must include applicable pre-and post-analytics including subscriber numbers, open rates, click-through-rates, and gross impressions.

**e. Task 5: Social Media Support**

Vendor will run social media support on available channels including Facebook, Twitter, Instagram, LinkedIn, and YouTube, tagging the Port's official social media channels, utilizing the campaign hashtags and distributing posts, photos, videos and links to expand the reach of the broadcast campaign. All social media support must include applicable pre-and post- analytics including fans, reach, engagement, clicks and gross impressions.

**f. Task 6: Added Value Promotion**

Station will include segment sponsorships, on-site remote broadcasts, on-air contesting, prize giveaways, social influencer opportunities, or other campaign support that will extend the reach of the campaign, deliver the target audience and meet the campaign objective. Special consideration will be given to creative proposals that align with the Port's mission, the campaign concept and further the key messages of the district. All added-value elements must include applicable pre-and post- analytics including gross impressions.

**g. Task 7: Campaign Analytics Wrap-up**

In order to demonstrate return-on investment, all campaign analytics must be turned in immediately following the campaign, utilizing the district's Campaign Analytics Wrap-Up form (Exhibit B). Every element of the campaign must include gross impressions with additional analytics relevant to the type of advertising as noted in each task.

**ATTACHMENT B  
COMPENSATION & INVOICING  
San Diego Unified Port District**

1. **COMPENSATION**

- a. For the satisfactory performance and completion of the services under this Agreement, District shall pay Service Provider compensation as set forth hereunder.
  - (1) Service Provider shall be compensated and reimbursed by District on the basis of invoices submitted each month for services performed during the preceding month.
    - (a) Each invoice shall include:
      - Date service performed;
      - Description of the service;
      - Rate
      - Total Amount
  - i. Services shall be invoiced in accordance with the rates negotiated for each Task Authorization issued by the District.

2. **INVOICING**

- a. **Payment Documentation.** As a prerequisite to payment for services, Service Provider shall invoice District for services performed and for reimbursable expenses authorized by this Agreement, accompanied by such records, receipts and forms as required.
- b. Service Provider shall include the following information on each invoice submitted for payment by District, in addition to the information required in Section I, above:
  - (1) Agreement No. 318-2017ND
  - (2) If applicable, the Task Authorization(s) (TA) number being charged.
  - (3) The following certification phrase, with printed name, title and signature of Service Provider's project manager or designated representative:

"I certify under penalty of perjury that the above statement is just and correct according to the terms of Document No. \_\_\_\_\_, and that payment has not been received."
  - (4) Dates of service provided

- (5) Date of invoice
  - (6) A unique invoice number
- c. District shall, at its discretion, return to Service Provider, without payment, any invoice, which has been submitted without the above information and certification phrase.
- d. Invoices shall be mailed to the attention of: Revekka Balancier, Marketing & Communications, P.O. Box 120488, San Diego Unified Port District, San Diego, CA 92112-0488.
- e. Should District contest any portion of an invoice, that portion shall be held for resolution, but the uncontested balance shall be processed for payment. District may, at any time, conduct an audit of any and all records kept by Service Provider for the Services. Any overpayment discovered in such an audit may be charged against the Service Provider's future invoices and any retention funds.
- f. Service Provider shall submit all invoices within thirty (30) days of completion of work represented by the request and within sixty (60) days of incurring costs to be reimbursed under the Agreement. Payment will be made to Service Provider within thirty (30) days after receipt by District of a proper invoice.

**TASK AUTHORIZATION FORM**  
**San Diego Unified Port District**



**(DEPARTMENT NAME)**  
 San Diego Unified Port District  
 P.O. Box 120488  
 San Diego, CA 92112-0488  
 (619) 686-\_\_\_\_  
 Fax (619) 725-\_\_\_\_

**TASK AUTHORIZATION NO. \_**

(Date)

(Name)

(Title)

(Name of Company)

(Address)

(City, State, Zip)

Email:

**Subject: Task Authorization for Agreement No. \_ - 20\_\_**  
 (Agreement Title)

You are authorized to proceed with the services described in this correspondence, in an amount not to exceed \$\_\_\_\_\_. This Task Authorization is in accordance with the terms of the subject agreement. **Please cite TA #\_ on invoice(s) for this Task.**

**TASK DESCRIPTION**

1.	Requestor:		4.	Task Start Date:	
2.	Date of Request:		5.	Task End Date:	
3.	Task Budget:	\$			
7.	<b>Task Title:</b>				

8. **Scope of Services.**

9. Please acknowledge acceptance of this Task Authorization by signing below and returning via email to \_\_\_\_\_@portofsandiego.org.

**APPROVALS**

**Service Provider:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Firm: \_\_\_\_\_  
Date: \_\_\_\_\_

**Manager:**

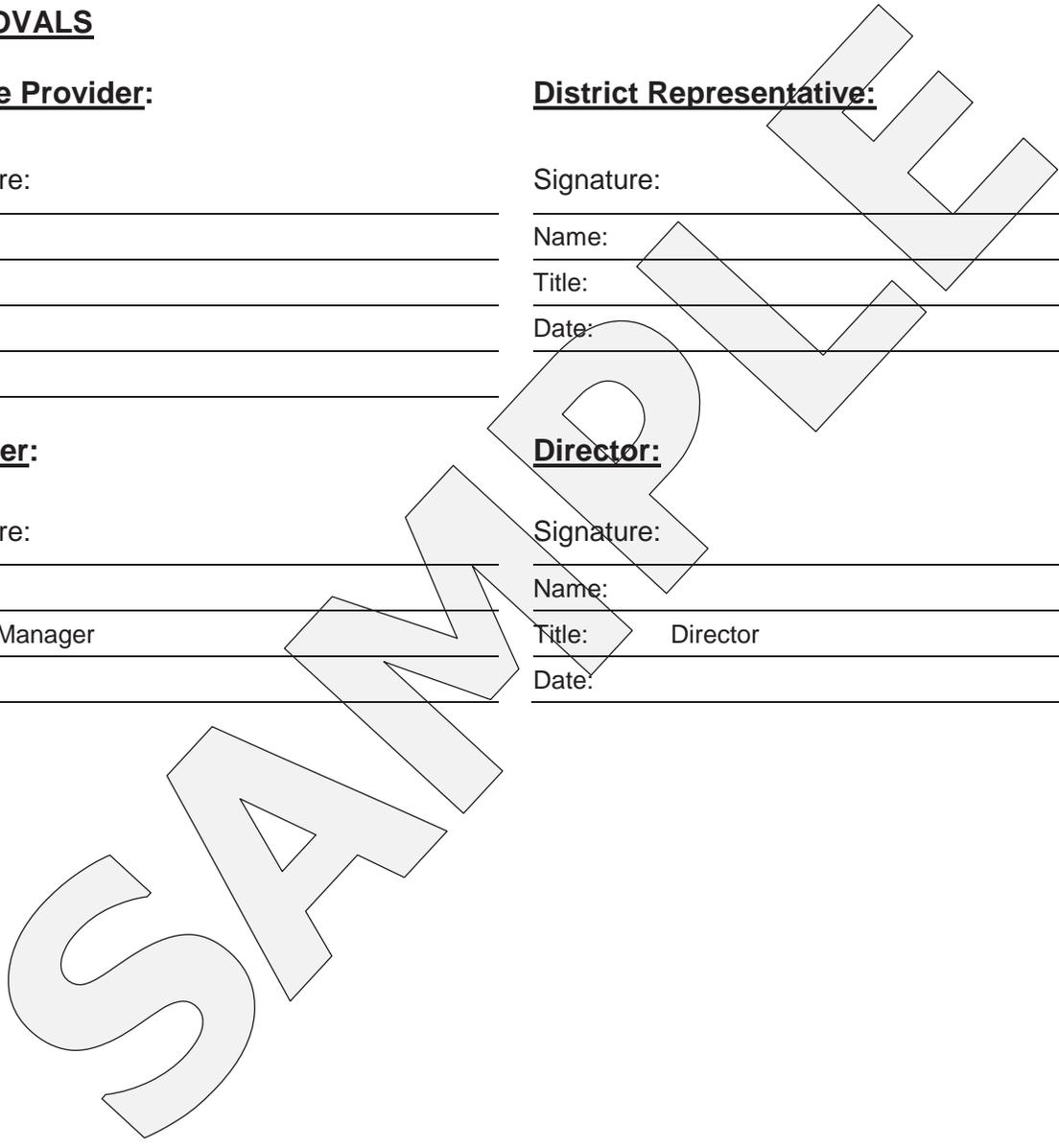
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Manager  
Date: \_\_\_\_\_

**District Representative:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Director:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Director  
Date: \_\_\_\_\_





**AGREEMENT BETWEEN  
SAN DIEGO UNIFIED PORT DISTRICT  
and  
MIDWEST TELEVISION, INC.  
dba  
KFMB STATIONS  
for  
AS-NEEDED RADIO MEDIA MARKETING SERVICES  
AGREEMENT NO. 324-2017ND**

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and MIDWEST TELEVISION, INC. dba KFMB STATIONS, a California Corporation (Service Provider). The parties agree to the following:

1. **SCOPE OF SERVICES.** Service Provider shall provide services to satisfactorily comply with Attachment A, Scope of Services, attached hereto and incorporated herein, as requested by District. Service Provider shall keep the Executive Director of the District or their designated representative informed of the progress of said services at all times.
  - a. **As-Needed Services**
    - (1) Service Provider is aware that the services to be provided under this Agreement are on an as-needed basis as determined by the District. Service Provider may or may not receive a request to provide such services, and Service Provider may not receive the maximum expenditure of funds allocated for these services. No work or services will be performed until a task authorization has been signed by the District Representative.
    - (2) Service Provider shall furnish all technical and professional labor, and materials to satisfactorily comply with Attachment A: Scope of Services as requested by District by issuance of specific Task Authorization and agreed to by Service Provider.
    - (3) Services rendered under this Agreement shall be undertaken by Service Provider only upon issuance of a Task Authorization (TA)

for said services, in the format as shown in the attached Exhibit A, attached hereto and incorporated herein. A Task Authorization shall not be considered effective until the Task Authorization has been signed by the District’s designated representative.

2. **TERM OF AGREEMENT.** This Agreement shall commence on February 1, 2018 and shall terminate on June 30, 2023, subject to earlier termination as provided below.
  
3. **COMPENSATION.** For performance of services rendered pursuant to this Agreement and as further described in Attachment B, Compensation and Invoicing, attached hereto and incorporated herein; District shall compensate Service Provider based on the following, subject to the limitation of the maximum expenditure provided herein:
  - a. **Maximum Expenditure.** The aggregate amount under this Agreement with Service Provider and Agreements with companies listed in Table 1, Parties to Aggregate Agreements, below, shall not exceed \$900,000.00.

Agreement No.	Party to Agreement	District Clerk Document No.
317-2017ND	Citicasters Co dba iHeartMedia	
318-2017ND	Entercom Communications Corp	
319-2017ND	Local Media San Diego, LLC	
320-2017ND	Broadcast Company of the America’s, LLC	
321-2017ND	San Diego State University Foundation dba KPBS	
322-2017ND	Uniradio Corp	
323-2017ND	Univision Radio San Diego, Inc.	
324-2017ND	Midwest Television, Inc. dba KFMB Stations	

**Table 1 – Parties to Aggregate Agreements**

Said expenditure shall include without limitation all sums, charges, reimbursements, costs and expenses provided for herein. Service Provider shall not be required to perform further services after compensation has been expended. In the event that the Service Provider anticipates the need for services in excess of the maximum Agreement amount, the District shall be notified in writing immediately. District must approve an amendment to this Agreement before additional fees and costs are incurred.

4. **COMPLIANCE**

- a. In performance of this Agreement, Service Provider and Service Provider's Sub-Service Providers shall comply with the California Fair Employment and Housing Act, the American with Disabilities Act, and all other applicable federal, state, and local laws prohibiting discrimination, including without limitation, laws prohibiting discrimination because of age, ancestry, color, creed, denial of family and medical care leave, disability, marital status, medical condition, national origin, race, religion, sex, or sexual orientation. Service Provider shall comply with the prevailing wage provisions of the Labor Code, and the Political Reform Act provisions of the Government Code, as applicable.
- b. Service Provider shall comply with all Federal, State, regional and local laws, and district Ordinances and Regulations applicable to the performance of services under this Agreement as exist now or as may be added or amended.

5. **INDEPENDENT ANALYSIS.** Service Provider shall provide the services required by this Agreement and arrive at conclusions with respect to the rendition of information, advice or recommendations, independent of the control and direction of District, other than normal contract monitoring provided, however, Service Provider shall possess no authority with respect to any District decision.

6. **ASSIGNMENT.** This is a personal services Agreement between the parties and Service Provider shall not assign or transfer voluntarily or involuntarily any of its rights, duties, or obligations under this Agreement without the express written consent of District in each instance.
7. **INDEPENDENT CONTRACTOR.** Service Provider and any agent or employee of Service Provider shall act in an independent capacity and not as officers or employees of District. The District assumes no liability for the Service Provider's actions and performance, nor assumes responsibility for taxes, bonds, payments or other commitments, implied or explicit by or for the Service Provider. Service Provider shall not have authority to act as an agent on behalf of the District unless specifically authorized to do so in writing. Service Provider acknowledges that it is aware that because it is an independent contractor, District is making no deductions from its fee and is not contributing to any fund on its behalf. Service Provider disclaims the right to any fee or benefits except as expressly provided for in this Agreement.
8. **ADVICE OF COUNSEL.** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California.
9. **INDEPENDENT REVIEW.** Each party hereto declares and represents that in entering into this Agreement it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this Agreement is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent or attorney of any other party.

10. **INTEGRATION AND MODIFICATION.** This Agreement contains the entire Agreement between the parties and supersedes all prior negotiations, discussion, obligations and rights of the parties in respect of each other regarding the subject matter of this Agreement. There is no other written or oral understanding between the parties. No modifications, amendment or alteration of this Agreement shall be valid unless it is in writing and signed by the parties hereto.
  
11. **TERMINATION.** In addition to any other rights and remedies allowed by law, the Executive Director (President/CEO) of District may terminate this Agreement at any time with or without cause by giving thirty (30) days written notice to Service Provider of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall at the option of District be delivered by Service Provider to the Don L. Nay Port Administration Building (located at 3165 Pacific Highway, San Diego, California 92101). Termination of this Agreement by Executive Director (President/CEO) as provided in this paragraph shall release District from any further fee or claim hereunder by Service Provider other than the fee earned for services which were performed prior to termination but not yet paid. Said fee shall be calculated and based on the schedule as provided in this Agreement.
  
12. **DISPUTE RESOLUTION**
  - a. If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and is not settled by direct negotiation or such other procedures as may be agreed, and if such dispute is not otherwise time barred, the parties agree to first try in good faith to settle the dispute amicably by mediation administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, prior to initiating any litigation or arbitration. Notice of any such dispute must be filed in writing with the other party within a reasonable time after the dispute has arisen. Any resultant Agreements

shall be documented and may be used as the basis for an amendment or directive as appropriate.

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  - c. The foregoing mediation and arbitration procedures notwithstanding, all claim filing requirements of the Agreement documents, the California Government Code, and otherwise, shall remain in full force and effect regardless of whether or not such dispute avoidance and resolution procedures have been implemented, and the time periods within which claims are to be filed or presented to the District Clerk as required by said Agreement, Government Code, and otherwise, shall not be waived, extended or tolled thereby. If a claim is not timely filed or presented, such claim shall be time barred and the above dispute avoidance and resolution procedures, whether or not implemented or then pending, shall likewise be time barred as to such claims.
13. **PAYMENT BY DISTRICT.** Payment by the District pursuant to this Agreement does not represent that the District has made a detailed examination, audit, or arithmetic verification of the documentation submitted for payment by the Service Provider, made an exhaustive inspection to check the quality or quantity of the services performed by the Service Provider, made an examination to ascertain how or for what purpose the Service Provider has used money previously paid on account by the District, or constitute a waiver of claims against the Service

Provider by the District. The District may in its sole discretion withhold payments or seek reimbursement from the Service Provider for expenses, miscellaneous charges, or other liabilities or increased costs incurred or anticipated by the District which are the fault of or as result of work performed or negligent conduct by or on behalf of the Service Provider. Upon five (5) day written notice to the Service Provider, the District shall have the right to estimate the amount of expenses, miscellaneous charges, or other liabilities or increased costs and to cause the Service Provider to pay the same; and the amount due the Service Provider under this Agreement or the whole or so much of the money due or to become due to the Service Provider under this Agreement as may be considered reasonably necessary by the District shall be retained by the District until such expenses, miscellaneous charges, or other liabilities or increased costs shall have been corrected or otherwise disposed of by the Service Provider at no expense to the District. If such expenses, miscellaneous charges, or other liabilities or increased costs are not corrected or otherwise disposed of at no expense to the District prior to completion date of the Agreement, the District is authorized to pay for such expenses, miscellaneous charges, or other liabilities or increased costs from the amounts retained as outlined above or to seek reimbursement of same from the Service Provider. It is the express intent of the parties to this Agreement to protect the District from loss because of conduct by or on behalf of the Service Provider.

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- a. Submit all correspondence regarding this Agreement to:

Revekka Balancier  
Marketing & Communications  
San Diego Unified Port District  
P.O. Box 120488  
San Diego, CA 92112-0488  
Tel. 619-686-6232  
Email: [rbalancier@portofsandiego.org](mailto:rbalancier@portofsandiego.org)

- b. The Service Provider's Authorized Representative assigned below has the authority to authorize changes to the scope, terms and conditions of this Agreement:

Tracy Harrison  
Midwest Television, Inc. dba KFMB Stations  
7677 Engineer Road  
San Diego, CA 92111  
Tel. 858-495-9362  
Email: [tharrison@kfmb.com](mailto:tharrison@kfmb.com)

- c. Written notification to the other party shall be provided, in advance, of changes in the name or address of the designated Authorized Representative.

**SAN DIEGO UNIFIED PORT DISTRICT**

\_\_\_\_\_  
Jenifer Barsell  
Director, Marketing & Communications

Approved as to form and legality:  
GENERAL COUNSEL

\_\_\_\_\_  
By: Assistant/Deputy

A manually signed copy of this Agreement transmitted by email or any other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**MIDWEST TELEVISION INC.  
dba KFMB Stations**

  
\_\_\_\_\_  
Tracy Harrison  
Account Executive 1-4-18

**ATTACHMENT A  
SCOPE OF SERVICES**

**San Diego Unified Port District**

**1. Overview**

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**f. Task 6: Added Value Promotion**

Station will include segment sponsorships, on-site remote broadcasts, on-air contesting, prize giveaways, social influencer opportunities, or other campaign support that will extend the reach of the campaign, deliver the target audience and meet the campaign objective. Special consideration will be given to creative proposals that align with the Port's mission, the campaign concept and further the key messages of the district. All added-value elements must include applicable pre-and post- analytics including gross impressions.

**g. Task 7: Campaign Analytics Wrap-up**

In order to demonstrate return-on investment, all campaign analytics must be turned in immediately following the campaign, utilizing the district's Campaign Analytics Wrap-Up form (Exhibit B). Every element of the campaign must include gross impressions with additional analytics relevant to the type of advertising as noted in each task.

**ATTACHMENT B  
COMPENSATION & INVOICING  
San Diego Unified Port District**

1. **COMPENSATION**

- a. For the satisfactory performance and completion of the services under this Agreement, District shall pay Service Provider compensation as set forth hereunder.
  - (1) Service Provider shall be compensated and reimbursed by District on the basis of invoices submitted each month for services performed during the preceding month.
    - (a) Each invoice shall include:
      - Date service performed;
      - Description of the service;
      - Rate
      - Total Amount
  - i. Services shall be invoiced in accordance with the rates negotiated for each Task Authorization issued by the District.

2. **INVOICING**

- a. **Payment Documentation.** As a prerequisite to payment for services, Service Provider shall invoice District for services performed and for reimbursable expenses authorized by this Agreement, accompanied by such records, receipts and forms as required.
- b. Service Provider shall include the following information on each invoice submitted for payment by District, in addition to the information required in Section I, above:
  - (1) Agreement No. 324-2017ND
  - (2) If applicable, the Task Authorization(s) (TA) number being charged.
  - (3) The following certification phrase, with printed name, title and signature of Service Provider's project manager or designated representative:

"I certify under penalty of perjury that the above statement is just and correct according to the terms of Document No. \_\_\_\_\_, and that payment has not been received."
  - (4) Dates of service provided

- (5) Date of invoice
  - (6) A unique invoice number
- c. District shall, at its discretion, return to Service Provider, without payment, any invoice, which has been submitted without the above information and certification phrase.
- d. Invoices shall be mailed to the attention of: Revekka Balancier, Marketing & Communications, P.O. Box 120488, San Diego Unified Port District, San Diego, CA 92112-0488.
- e. Should District contest any portion of an invoice, that portion shall be held for resolution, but the uncontested balance shall be processed for payment. District may, at any time, conduct an audit of any and all records kept by Service Provider for the Services. Any overpayment discovered in such an audit may be charged against the Service Provider's future invoices and any retention funds.
- f. Service Provider shall submit all invoices within thirty (30) days of completion of work represented by the request and within sixty (60) days of incurring costs to be reimbursed under the Agreement. Payment will be made to Service Provider within thirty (30) days after receipt by District of a proper invoice.

**TASK AUTHORIZATION FORM**  
**San Diego Unified Port District**



**(DEPARTMENT NAME)**  
 San Diego Unified Port District  
 P.O. Box 120488  
 San Diego, CA 92112-0488  
 (619) 686-\_\_\_\_  
 Fax (619) 725-\_\_\_\_

**TASK AUTHORIZATION NO. \_**

(Date)

(Name)

(Title)

(Name of Company)

(Address)

(City, State, Zip)

Email:

**Subject: Task Authorization for Agreement No. \_\_ - 20\_\_**  
 (Agreement Title)

You are authorized to proceed with the services described in this correspondence, in an amount not to exceed \$\_\_\_\_\_. This Task Authorization is in accordance with the terms of the subject agreement. **Please cite TA #\_ on invoice(s) for this Task.**

**TASK DESCRIPTION**

1.	Requestor:		4.	Task Start Date:	
2.	Date of Request:		5.	Task End Date:	
3.	Task Budget:	\$			
7.	<b>Task Title:</b>				

8. **Scope of Services.**

9. Please acknowledge acceptance of this Task Authorization by signing below and returning via email to \_\_\_\_\_@portofsandiego.org.

**APPROVALS**

**Service Provider:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Firm: \_\_\_\_\_  
Date: \_\_\_\_\_

**Manager:**

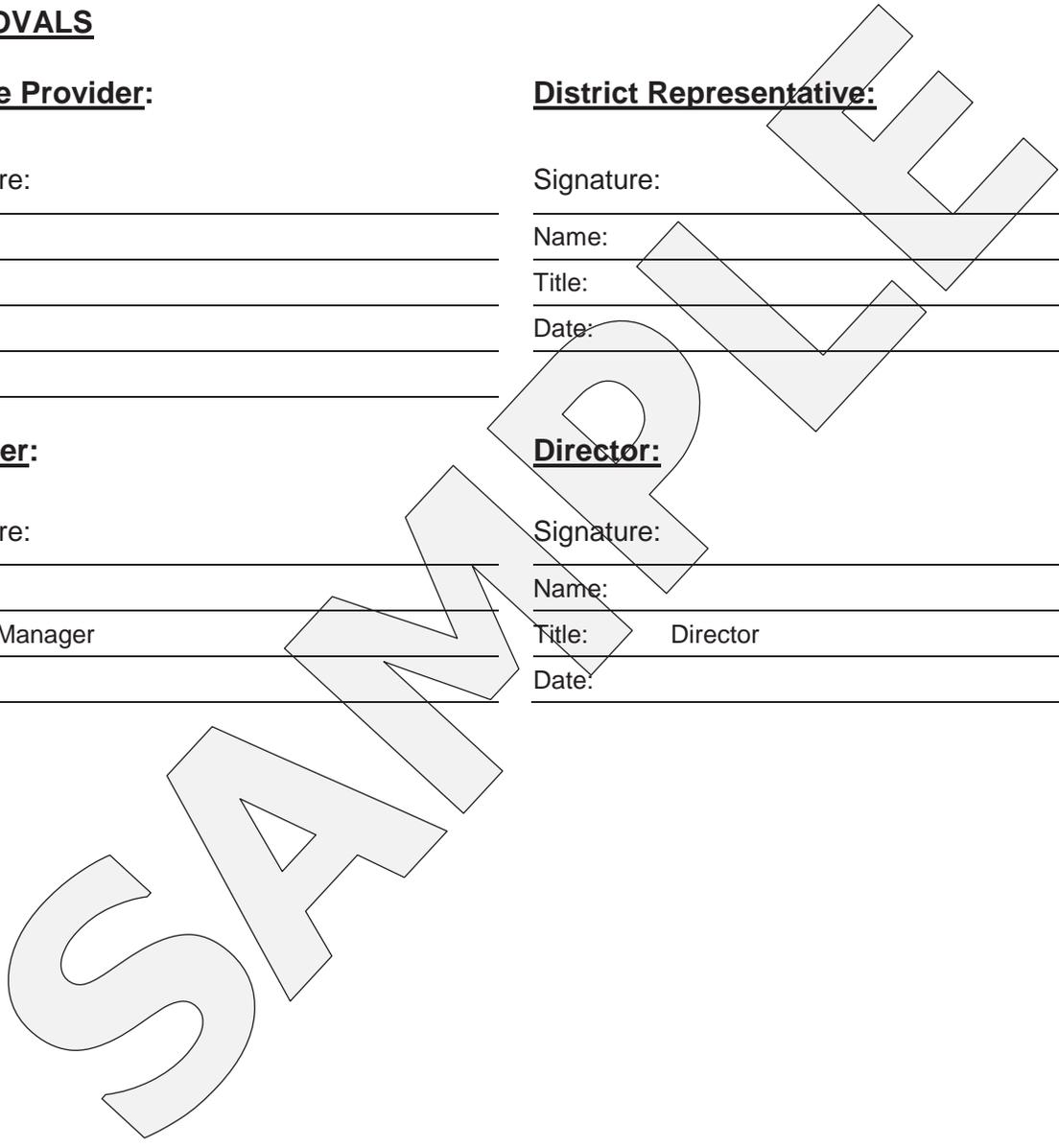
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Manager  
Date: \_\_\_\_\_

**District Representative:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Director:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Director  
Date: \_\_\_\_\_





**AGREEMENT BETWEEN  
SAN DIEGO UNIFIED PORT DISTRICT  
and  
SAN DIEGO STATE UNIVERSITY FOUNDATION  
dba  
KPBS  
for  
AS-NEEDED RADIO MEDIA MARKETING SERVICES  
AGREEMENT NO. 321-2017ND**

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and SAN DIEGO STATE UNIVERSITY FOUNDATION dba KPBS, a California Public Benefit Corporation (Service Provider). The parties agree to the following:

1. **SCOPE OF SERVICES.** Service Provider shall provide services to satisfactorily comply with Attachment A, Scope of Services, attached hereto and incorporated herein, as requested by District. Service Provider shall keep the Executive Director of the District or their designated representative informed of the progress of said services at all times.
  - a. **As-Needed Services**
    - (1) Service Provider is aware that the services to be provided under this Agreement are on an as-needed basis as determined by the District. Service Provider may or may not receive a request to provide such services, and Service Provider may not receive the maximum expenditure of funds allocated for these services. No work or services will be performed until a task authorization has been signed by the District Representative.
    - (2) Service Provider shall furnish all technical and professional labor, and materials to satisfactorily comply with Attachment A: Scope of Services as requested by District by issuance of specific Task Authorization and agreed to by Service Provider.

(3) Services rendered under this Agreement shall be undertaken by Service Provider only upon issuance of a Task Authorization (TA) for said services, in the format as shown in the attached Exhibit A, attached hereto and incorporated herein. A Task Authorization shall not be considered effective until the Task Authorization has been signed by the District's designated representative.

2. **TERM OF AGREEMENT.** This Agreement shall commence on February 1, 2018 and shall terminate on June 30, 2023, subject to earlier termination as provided below.

3. **COMPENSATION.** For performance of services rendered pursuant to this Agreement and as further described in Attachment B, Compensation and Invoicing, attached hereto and incorporated herein; District shall compensate Service Provider based on the following, subject to the limitation of the maximum expenditure provided herein:

a. **Maximum Expenditure.** The aggregate amount under this Agreement with Service Provider and Agreements with companies listed in Table 1, Parties to Aggregate Agreements, below, shall not exceed \$900,000.00.

Agreement No.	Party to Agreement	District Clerk Document No.
317-2017ND	Citicasters Co dba iHeartMedia	
318-2017ND	Entercom Communications Corp	
319-2017ND	Local Media San Diego, LLC	
320-2017ND	Broadcast Company of the America's, LLC	
321-2017ND	San Diego State University Foundation dba KPBS	
322-2017ND	Uniradio Corp	
323-2017ND	Univision Radio San Diego, Inc.	
324-2017ND	Midwest Television, Inc. dba KFMB Stations	

**Table 1 – Parties to Aggregate Agreements**

Said expenditure shall include without limitation all sums, charges, reimbursements, costs and expenses provided for herein. Service Provider shall not be required to perform further services after compensation has been expended. In the event that the Service Provider anticipates the need for services in excess of the maximum Agreement amount, the District shall be notified in writing immediately. District must approve an amendment to this Agreement before additional fees and costs are incurred.

4. **COMPLIANCE**

- a. In performance of this Agreement, Service Provider and Service Provider's Sub-Service Providers shall comply with the California Fair Employment and Housing Act, the American with Disabilities Act, and all other applicable federal, state, and local laws prohibiting discrimination, including without limitation, laws prohibiting discrimination because of age, ancestry, color, creed, denial of family and medical care leave, disability, marital status, medical condition, national origin, race, religion, sex, or sexual orientation. Service Provider shall comply with the prevailing wage provisions of the Labor Code, and the Political Reform Act provisions of the Government Code, as applicable.
- b. Service Provider shall comply with all Federal, State, regional and local laws, and district Ordinances and Regulations applicable to the performance of services under this Agreement as exist now or as may be added or amended.

5. **INDEPENDENT ANALYSIS.** Service Provider shall provide the services required by this Agreement and arrive at conclusions with respect to the rendition of information, advice or recommendations, independent of the control and direction of District, other than normal contract monitoring provided, however, Service Provider shall possess no authority with respect to any District decision.

6. **ASSIGNMENT.** This is a personal services Agreement between the parties and Service Provider shall not assign or transfer voluntarily or involuntarily any of its rights, duties, or obligations under this Agreement without the express written consent of District in each instance.
  
7. **INDEPENDENT CONTRACTOR.** Service Provider and any agent or employee of Service Provider shall act in an independent capacity and not as officers or employees of District. The District assumes no liability for the Service Provider's actions and performance, nor assumes responsibility for taxes, bonds, payments or other commitments, implied or explicit by or for the Service Provider. Service Provider shall not have authority to act as an agent on behalf of the District unless specifically authorized to do so in writing. Service Provider acknowledges that it is aware that because it is an independent contractor, District is making no deductions from its fee and is not contributing to any fund on its behalf. Service Provider disclaims the right to any fee or benefits except as expressly provided for in this Agreement.
  
8. **ADVICE OF COUNSEL.** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California.
  
9. **INDEPENDENT REVIEW.** Each party hereto declares and represents that in entering into this Agreement it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this Agreement is being made without reliance upon any statement or representation not

contained herein of any other party, or any representative, agent or attorney of any other party.

10. **INTEGRATION AND MODIFICATION.** This Agreement contains the entire Agreement between the parties and supersedes all prior negotiations, discussion, obligations and rights of the parties in respect of each other regarding the subject matter of this Agreement. There is no other written or oral understanding between the parties. No modifications, amendment or alteration of this Agreement shall be valid unless it is in writing and signed by the parties hereto.
  
11. **TERMINATION.** In addition to any other rights and remedies allowed by law, the Executive Director (President/CEO) of District may terminate this Agreement at any time with or without cause by giving thirty (30) days written notice to Service Provider of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall at the option of District be delivered by Service Provider to the Don L. Nay Port Administration Building (located at 3165 Pacific Highway, San Diego, California 92101). Termination of this Agreement by Executive Director (President/CEO) as provided in this paragraph shall release District from any further fee or claim hereunder by Service Provider other than the fee earned for services which were performed prior to termination but not yet paid. Said fee shall be calculated and based on the schedule as provided in this Agreement.
  
12. **DISPUTE RESOLUTION**
  - a. If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and is not settled by direct negotiation or such other procedures as may be agreed, and if such dispute is not otherwise time barred, the parties agree to first try in good faith to settle the dispute amicably by mediation administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, prior to initiating any litigation or arbitration. Notice of

any such dispute must be filed in writing with the other party within a reasonable time after the dispute has arisen. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate.

- b. If mediation is unsuccessful in settling all disputes that are not otherwise time barred, and if both parties agree, any still unresolved disputes may be resolved by arbitration administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, provided, however, that the Arbitration Award shall be non-binding and advisory only. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate. On demand of the arbitrator or any party to this Agreement, Sub-Service Provider and all parties bound by this arbitration provision agree to join in and become parties to the arbitration proceeding.
  - c. The foregoing mediation and arbitration procedures notwithstanding, all claim filing requirements of the Agreement documents, the California Government Code, and otherwise, shall remain in full force and effect regardless of whether or not such dispute avoidance and resolution procedures have been implemented, and the time periods within which claims are to be filed or presented to the District Clerk as required by said Agreement, Government Code, and otherwise, shall not be waived, extended or tolled thereby. If a claim is not timely filed or presented, such claim shall be time barred and the above dispute avoidance and resolution procedures, whether or not implemented or then pending, shall likewise be time barred as to such claims.
13. **PAYMENT BY DISTRICT.** Payment by the District pursuant to this Agreement does not represent that the District has made a detailed examination, audit, or arithmetic verification of the documentation submitted for payment by the Service Provider, made an exhaustive inspection to check the quality or quantity of the services performed by the Service Provider, made an examination to ascertain

how or for what purpose the Service Provider has used money previously paid on account by the District, or constitute a waiver of claims against the Service Provider by the District. The District may in its sole discretion withhold payments or seek reimbursement from the Service Provider for expenses, miscellaneous charges, or other liabilities or increased costs incurred or anticipated by the District which are the fault of or as result of work performed or negligent conduct by or on behalf of the Service Provider. Upon five (5) day written notice to the Service Provider, the District shall have the right to estimate the amount of expenses, miscellaneous charges, or other liabilities or increased costs and to cause the Service Provider to pay the same; and the amount due the Service Provider under this Agreement or the whole or so much of the money due or to become due to the Service Provider under this Agreement as may be considered reasonably necessary by the District shall be retained by the District until such expenses, miscellaneous charges, or other liabilities or increased costs shall have been corrected or otherwise disposed of by the Service Provider at no expense to the District. If such expenses, miscellaneous charges, or other liabilities or increased costs are not corrected or otherwise disposed of at no expense to the District prior to completion date of the Agreement, the District is authorized to pay for such expenses, miscellaneous charges, or other liabilities or increased costs from the amounts retained as outlined above or to seek reimbursement of same from the Service Provider. It is the express intent of the parties to this Agreement to protect the District from loss because of conduct by or on behalf of the Service Provider.

14. **CAPTIONS.** The captions by which the paragraphs of this Agreement are identified are for convenience only and shall have no effect upon its interpretation.
15. **EXECUTIVE DIRECTOR'S SIGNATURE.** It is an express condition of this Agreement that said Agreement shall not be complete nor effective until signed by either the Executive Director (President/CEO) or Authorized Designee on behalf of the District and by Authorized Representative of the Service Provider.

- a. Submit all correspondence regarding this Agreement to:
- Revekka Balancier  
Marketing & Communications  
San Diego Unified Port District  
P.O. Box 120488  
San Diego, CA 92112-0488  
Tel. 619-686-6232  
Email: [rbalancier@portofsandiego.org](mailto:rbalancier@portofsandiego.org)
- b. The Service Provider's Authorized Representative assigned below has the authority to authorize changes to the scope, terms and conditions of this Agreement:
- James Rowten  
San Diego State University Foundation dba KPBS  
5200 Campanile Drive  
San Diego, CA 92182  
Tel. 619-594-2532  
Email: [jrowten@kpbs.org](mailto:jrowten@kpbs.org)
- c. Written notification to the other party shall be provided, in advance, of changes in the name or address of the designated Authorized Representative.

**SAN DIEGO UNIFIED PORT DISTRICT**

**SAN DIEGO STATE UNIVERISTY  
FOUNDATION dba KPBS**

\_\_\_\_\_  
Jenifer Barsell  
Director, Marketing & Communications

  
\_\_\_\_\_  
James Rowten  
Development Manager

Approved as to form and legality:  
GENERAL COUNSEL

\_\_\_\_\_  
By: Assistant/Deputy

A manually signed copy of this Agreement transmitted by email or any other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**ATTACHMENT A  
SCOPE OF SERVICES**

**San Diego Unified Port District**

**1. Overview**

Broadcast Radio Media vendor shall provide marketing, advertising, and promotional services to the District's full-service Marketing and Communications Department to support marketing campaigns, branding efforts, community outreach, public awareness and/or other marketing and communications projects. Vendor will be called upon to deliver media support on an as-needed basis in various areas including maritime, waterfront development, public safety, experiences, environment and other program areas. For each campaign the district will make available the details of the campaign including objective, timeframe and target demographics. Vendors will be selected for individual campaign based on the following process:

**a. Task 1: Campaign Proposals**

Submit a proposal for each marketing campaign vendor is interested in participating in based on tasks 2 through 6 utilizing the district's broadcast marketing proposal format (Attachment B). Stations may also submit additional documentation, any standard station proposal formats, and other supplemental information, however, the district's broadcast marketing proposal must accompany the submission as a cover sheet for each marketing campaign. The broadcast marketing proposal will include rates for all tasks below, specifying which options will be included, at which rates and amounts. Numbers of spots and ads, and rate amounts may vary for each proposal, but must remain locked once a proposal has been accepted and a task authorization has been signed. Selected stations with task authorizations will move forward with Tasks 2 through 7 below.

**b. Task 2: Broadcast Radio**

Vendor will run :10, :15, :30, and/or :60 on-air broadcast spots in support of the campaign with the goal of meeting the campaign objectives, delivering spots to the target demographics and running spots during the desired timeframe. Spots may be produced by the district or the vendor, and should be determined within each proposal. All broadcast spots must include pre-and post- analytics including GRPs, Reach, Frequency and gross impressions.

**c. Task 3: Digital Marketing Support**

Vendor will run online support including run :15, :30, :60 and/or :90 streaming spots, static and animated banner ads, pencil bar ads, sky scraper ads, website reskins or other online, mobile or digital options available. All digital advertising must include applicable pre-and post-analytics including page views, click-through-rates, and gross impressions.

**d. Task 4: Direct Marketing Support**

Where available, stations will run banner ads within regularly scheduled e-newsletters, dedicated e-blasts, or other direct marketing options offered by the station. All direct advertising must include applicable pre-and post-analytics including subscriber numbers, open rates, click-through-rates, and gross impressions.

**e. Task 5: Social Media Support**

Vendor will run social media support on available channels including Facebook, Twitter, Instagram, LinkedIn, and YouTube, tagging the Port's official social media channels, utilizing the campaign hashtags and distributing posts, photos, videos and links to expand the reach of the broadcast campaign. All social media support must include applicable pre-and post- analytics including fans, reach, engagement, clicks and gross impressions.

**f. Task 6: Added Value Promotion**

Station will include segment sponsorships, on-site remote broadcasts, on-air contesting, prize giveaways, social influencer opportunities, or other campaign support that will extend the reach of the campaign, deliver the target audience and meet the campaign objective. Special consideration will be given to creative proposals that align with the Port's mission, the campaign concept and further the key messages of the district. All added-value elements must include applicable pre-and post- analytics including gross impressions.

**g. Task 7: Campaign Analytics Wrap-up**

In order to demonstrate return-on investment, all campaign analytics must be turned in immediately following the campaign, utilizing the district's Campaign Analytics Wrap-Up form (Exhibit B). Every element of the campaign must include gross impressions with additional analytics relevant to the type of advertising as noted in each task.

**ATTACHMENT B  
COMPENSATION & INVOICING  
San Diego Unified Port District**

1. **COMPENSATION**

- a. For the satisfactory performance and completion of the services under this Agreement, District shall pay Service Provider compensation as set forth hereunder.
  - (1) Service Provider shall be compensated and reimbursed by District on the basis of invoices submitted each month for services performed during the preceding month.
    - (a) Each invoice shall include:
      - Date service performed;
      - Description of the service;
      - Rate
      - Total Amount
  - i. Services shall be invoiced in accordance with the rates negotiated for each Task Authorization issued by the District.

2. **INVOICING**

- a. **Payment Documentation.** As a prerequisite to payment for services, Service Provider shall invoice District for services performed and for reimbursable expenses authorized by this Agreement, accompanied by such records, receipts and forms as required.
- b. Service Provider shall include the following information on each invoice submitted for payment by District, in addition to the information required in Section I, above:
  - (1) Agreement No. 321-2017ND
  - (2) If applicable, the Task Authorization(s) (TA) number being charged.
  - (3) The following certification phrase, with printed name, title and signature of Service Provider's project manager or designated representative:

"I certify under penalty of perjury that the above statement is just and correct according to the terms of Document No. \_\_\_\_\_, and that payment has not been received."
  - (4) Dates of service provided

- (5) Date of invoice
  - (6) A unique invoice number
- c. District shall, at its discretion, return to Service Provider, without payment, any invoice, which has been submitted without the above information and certification phrase.
- d. Invoices shall be mailed to the attention of: Revekka Balancier, Marketing & Communications, P.O. Box 120488, San Diego Unified Port District, San Diego, CA 92112-0488.
- e. Should District contest any portion of an invoice, that portion shall be held for resolution, but the uncontested balance shall be processed for payment. District may, at any time, conduct an audit of any and all records kept by Service Provider for the Services. Any overpayment discovered in such an audit may be charged against the Service Provider's future invoices and any retention funds.
- f. Service Provider shall submit all invoices within thirty (30) days of completion of work represented by the request and within sixty (60) days of incurring costs to be reimbursed under the Agreement. Payment will be made to Service Provider within thirty (30) days after receipt by District of a proper invoice.

**TASK AUTHORIZATION FORM**  
**San Diego Unified Port District**



**(DEPARTMENT NAME)**  
 San Diego Unified Port District  
 P.O. Box 120488  
 San Diego, CA 92112-0488  
 (619) 686-\_\_\_\_  
 Fax (619) 725-\_\_\_\_

**TASK AUTHORIZATION NO. \_**

(Date)

(Name)

(Title)

(Name of Company)

(Address)

(City, State, Zip)

Email:

**Subject: Task Authorization for Agreement No. \_\_ - 20\_\_**  
 (Agreement Title)

You are authorized to proceed with the services described in this correspondence, in an amount not to exceed \$\_\_\_\_\_. This Task Authorization is in accordance with the terms of the subject agreement. **Please cite TA #\_ on invoice(s) for this Task.**

**TASK DESCRIPTION**

1.	Requestor:		4.	Task Start Date:	
2.	Date of Request:		5.	Task End Date:	
3.	Task Budget:	\$			
7.	<b>Task Title:</b>				

8. **Scope of Services.**

9. Please acknowledge acceptance of this Task Authorization by signing below and returning via email to \_\_\_\_\_@portofsandiego.org.

**APPROVALS**

**Service Provider:**

Signature:

\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Firm:

\_\_\_\_\_

Date:

\_\_\_\_\_

**Manager:**

Signature:

\_\_\_\_\_

Name:

\_\_\_\_\_

Title: Manager

\_\_\_\_\_

Date:

\_\_\_\_\_

**District Representative:**

Signature:

\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

**Director:**

Signature:

\_\_\_\_\_

Name:

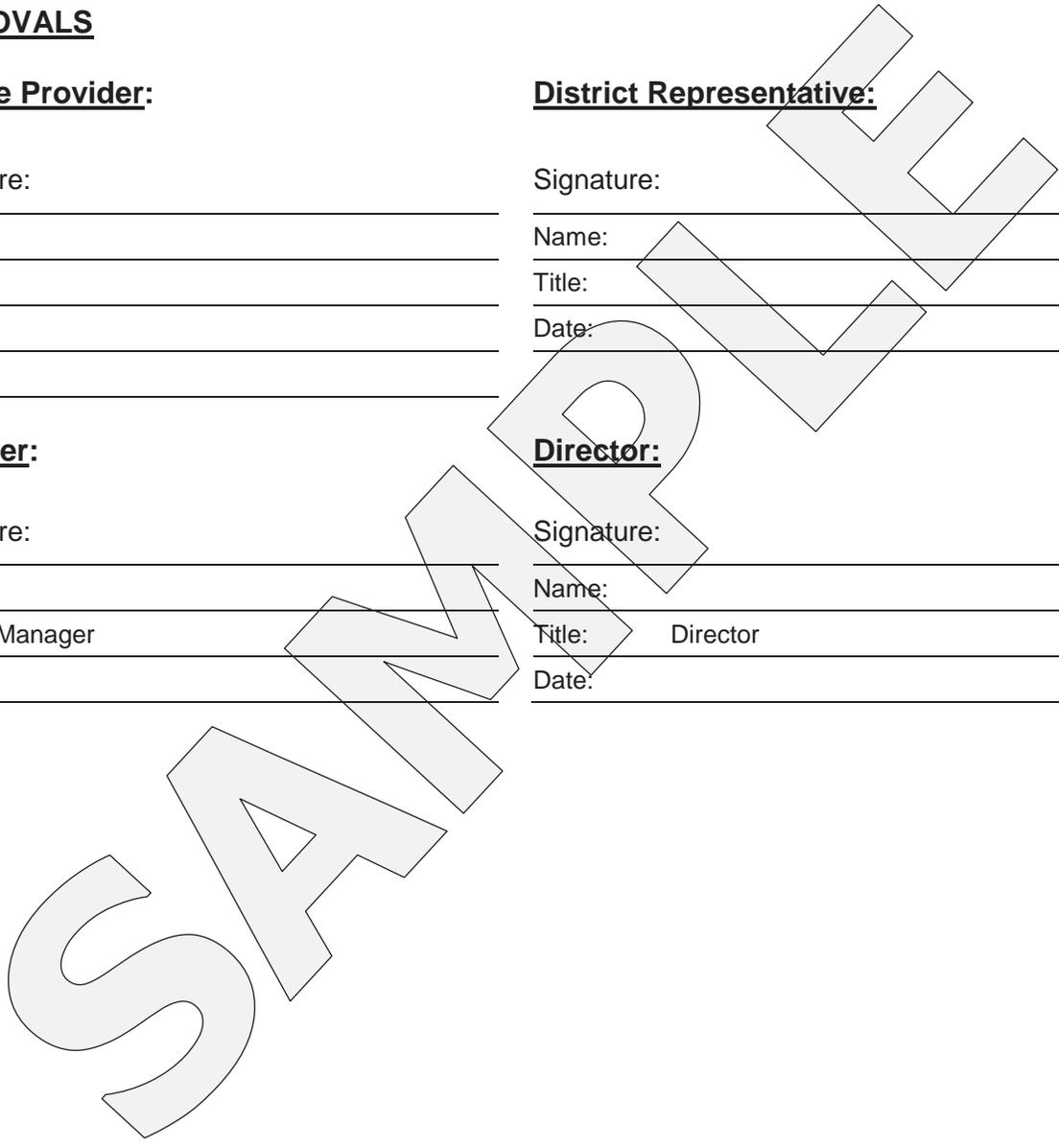
\_\_\_\_\_

Title: Director

\_\_\_\_\_

Date:

\_\_\_\_\_





**AGREEMENT BETWEEN  
SAN DIEGO UNIFIED PORT DISTRICT  
and  
UNIRADIO CORP  
for  
AS-NEEDED RADIO MEDIA MARKETING SERVICES  
AGREEMENT NO. 322-2017ND**

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and UNIRADIO CORP, a California Corporation (Service Provider). The parties agree to the following:

1. **SCOPE OF SERVICES.** Service Provider shall provide services to satisfactorily comply with Attachment A, Scope of Services, attached hereto and incorporated herein, as requested by District. Service Provider shall keep the Executive Director of the District or their designated representative informed of the progress of said services at all times.
  - a. **As-Needed Services**
    - (1) Service Provider is aware that the services to be provided under this Agreement are on an as-needed basis as determined by the District. Service Provider may or may not receive a request to provide such services, and Service Provider may not receive the maximum expenditure of funds allocated for these services. No work or services will be performed until a task authorization has been signed by the District Representative.
    - (2) Service Provider shall furnish all technical and professional labor, and materials to satisfactorily comply with Attachment A: Scope of Services as requested by District by issuance of specific Task Authorization and agreed to by Service Provider.
    - (3) Services rendered under this Agreement shall be undertaken by Service Provider only upon issuance of a Task Authorization (TA) for said services, in the format as shown in the attached Exhibit A, attached hereto and incorporated herein. A Task Authorization

shall not be considered effective until the Task Authorization has been signed by the District’s designated representative.

2. **TERM OF AGREEMENT.** This Agreement shall commence on February 1, 2018 and shall terminate on June 30, 2023, subject to earlier termination as provided below.

3. **COMPENSATION.** For performance of services rendered pursuant to this Agreement and as further described in Attachment B, Compensation and Invoicing, attached hereto and incorporated herein; District shall compensate Service Provider based on the following, subject to the limitation of the maximum expenditure provided herein:

a. **Maximum Expenditure.** The aggregate amount under this Agreement with Service Provider and Agreements with companies listed in Table 1, Parties to Aggregate Agreements, below, shall not exceed \$900,000.00.

Agreement No.	Party to Agreement	District Clerk Document No.
317-2017ND	Citicasters Co dba iHeartMedia	
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**Table 1 – Parties to Aggregate Agreements**

Said expenditure shall include without limitation all sums, charges, reimbursements, costs and expenses provided for herein. Service Provider shall not be required to perform further services after

compensation has been expended. In the event that the Service Provider anticipates the need for services in excess of the maximum Agreement amount, the District shall be notified in writing immediately. District must approve an amendment to this Agreement before additional fees and costs are incurred.

4. **COMPLIANCE**

- a. In performance of this Agreement, Service Provider and Service Provider's Sub-Service Providers shall comply with the California Fair Employment and Housing Act, the American with Disabilities Act, and all other applicable federal, state, and local laws prohibiting discrimination, including without limitation, laws prohibiting discrimination because of age, ancestry, color, creed, denial of family and medical care leave, disability, marital status, medical condition, national origin, race, religion, sex, or sexual orientation. Service Provider shall comply with the prevailing wage provisions of the Labor Code, and the Political Reform Act provisions of the Government Code, as applicable.
- b. Service Provider shall comply with all Federal, State, regional and local laws, and district Ordinances and Regulations applicable to the performance of services under this Agreement as exist now or as may be added or amended.

5. **INDEPENDENT ANALYSIS.** Service Provider shall provide the services required by this Agreement and arrive at conclusions with respect to the rendition of information, advice or recommendations, independent of the control and direction of District, other than normal contract monitoring provided, however, Service Provider shall possess no authority with respect to any District decision.

6. **ASSIGNMENT.** This is a personal services Agreement between the parties and Service Provider shall not assign or transfer voluntarily or involuntarily any of its rights, duties, or obligations under this Agreement without the express written consent of District in each instance.

7. **INDEPENDENT CONTRACTOR.** Service Provider and any agent or employee of Service Provider shall act in an independent capacity and not as officers or employees of District. The District assumes no liability for the Service Provider's actions and performance, nor assumes responsibility for taxes, bonds, payments or other commitments, implied or explicit by or for the Service Provider. Service Provider shall not have authority to act as an agent on behalf of the District unless specifically authorized to do so in writing. Service Provider acknowledges that it is aware that because it is an independent contractor, District is making no deductions from its fee and is not contributing to any fund on its behalf. Service Provider disclaims the right to any fee or benefits except as expressly provided for in this Agreement.
  
8. **ADVICE OF COUNSEL.** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California.
  
9. **INDEPENDENT REVIEW.** Each party hereto declares and represents that in entering into this Agreement it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this Agreement is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent or attorney of any other party.
  
10. **INTEGRATION AND MODIFICATION.** This Agreement contains the entire Agreement between the parties and supersedes all prior negotiations, discussion, obligations and rights of the parties in respect of each other regarding

the subject matter of this Agreement. There is no other written or oral understanding between the parties. No modifications, amendment or alteration of this Agreement shall be valid unless it is in writing and signed by the parties hereto.

11. **TERMINATION.** In addition to any other rights and remedies allowed by law, the Executive Director (President/CEO) of District may terminate this Agreement at any time with or without cause by giving thirty (30) days written notice to Service Provider of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall at the option of District be delivered by Service Provider to the Don L. Nay Port Administration Building (located at 3165 Pacific Highway, San Diego, California 92101). Termination of this Agreement by Executive Director (President/CEO) as provided in this paragraph shall release District from any further fee or claim hereunder by Service Provider other than the fee earned for services which were performed prior to termination but not yet paid. Said fee shall be calculated and based on the schedule as provided in this Agreement.

12. **DISPUTE RESOLUTION**

- a. If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and is not settled by direct negotiation or such other procedures as may be agreed, and if such dispute is not otherwise time barred, the parties agree to first try in good faith to settle the dispute amicably by mediation administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, prior to initiating any litigation or arbitration. Notice of any such dispute must be filed in writing with the other party within a reasonable time after the dispute has arisen. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate.

- b. If mediation is unsuccessful in settling all disputes that are not otherwise time barred, and if both parties agree, any still unresolved disputes may be resolved by arbitration administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, provided, however, that the Arbitration Award shall be non-binding and advisory only. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate. On demand of the arbitrator or any party to this Agreement, Sub-Service Provider and all parties bound by this arbitration provision agree to join in and become parties to the arbitration proceeding.
  - c. The foregoing mediation and arbitration procedures notwithstanding, all claim filing requirements of the Agreement documents, the California Government Code, and otherwise, shall remain in full force and effect regardless of whether or not such dispute avoidance and resolution procedures have been implemented, and the time periods within which claims are to be filed or presented to the District Clerk as required by said Agreement, Government Code, and otherwise, shall not be waived, extended or tolled thereby. If a claim is not timely filed or presented, such claim shall be time barred and the above dispute avoidance and resolution procedures, whether or not implemented or then pending, shall likewise be time barred as to such claims.
13. **PAYMENT BY DISTRICT.** Payment by the District pursuant to this Agreement does not represent that the District has made a detailed examination, audit, or arithmetic verification of the documentation submitted for payment by the Service Provider, made an exhaustive inspection to check the quality or quantity of the services performed by the Service Provider, made an examination to ascertain how or for what purpose the Service Provider has used money previously paid on account by the District, or constitute a waiver of claims against the Service Provider by the District. The District may in its sole discretion withhold payments or seek reimbursement from the Service Provider for expenses, miscellaneous charges, or other liabilities or increased costs incurred or anticipated by the

District which are the fault of or as result of work performed or negligent conduct by or on behalf of the Service Provider. Upon five (5) day written notice to the Service Provider, the District shall have the right to estimate the amount of expenses, miscellaneous charges, or other liabilities or increased costs and to cause the Service Provider to pay the same; and the amount due the Service Provider under this Agreement or the whole or so much of the money due or to become due to the Service Provider under this Agreement as may be considered reasonably necessary by the District shall be retained by the District until such expenses, miscellaneous charges, or other liabilities or increased costs shall have been corrected or otherwise disposed of by the Service Provider at no expense to the District. If such expenses, miscellaneous charges, or other liabilities or increased costs are not corrected or otherwise disposed of at no expense to the District prior to completion date of the Agreement, the District is authorized to pay for such expenses, miscellaneous charges, or other liabilities or increased costs from the amounts retained as outlined above or to seek reimbursement of same from the Service Provider. It is the express intent of the parties to this Agreement to protect the District from loss because of conduct by or on behalf of the Service Provider.

14. **CAPTIONS.** The captions by which the paragraphs of this Agreement are identified are for convenience only and shall have no effect upon its interpretation.
  
15. **EXECUTIVE DIRECTOR'S SIGNATURE.** It is an express condition of this Agreement that said Agreement shall not be complete nor effective until signed by either the Executive Director (President/CEO) or Authorized Designee on behalf of the District and by Authorized Representative of the Service Provider.
  - a. Submit all correspondence regarding this Agreement to:

Revekka Balancier  
Marketing & Communications  
San Diego Unified Port District  
P.O. Box 120488

San Diego, CA 92112-0488  
Tel. 619-686-6232  
Email: [rbalancier@portofsandiego.org](mailto:rbalancier@portofsandiego.org)

- b. The Service Provider's Authorized Representative assigned below has the authority to authorize changes to the scope, terms and conditions of this Agreement:

Cathy O'Brien  
Uniradio Corp  
5030 Camino de la Siesta  
San Diego, CA 92108  
Tel. 619-497-0600 x307  
Email: [cobrien@uniradio.com](mailto:cobrien@uniradio.com)

- c. Written notification to the other party shall be provided, in advance, of changes in the name or address of the designated Authorized Representative.

**SAN DIEGO UNIFIED PORT DISTRICT**

**UNIRADIO CORP**

\_\_\_\_\_  
Jenifer Barsell  
Director, Marketing & Communications

  
\_\_\_\_\_  
Cathy O'Brien  
Sales Manager

Approved as to form and legality:  
GENERAL COUNSEL

\_\_\_\_\_  
By: Assistant/Deputy

A manually signed copy of this Agreement transmitted by email or any other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**ATTACHMENT A  
SCOPE OF SERVICES**

**San Diego Unified Port District**

**1. Overview**

Broadcast Radio Media vendor shall provide marketing, advertising, and promotional services to the District's full-service Marketing and Communications Department to support marketing campaigns, branding efforts, community outreach, public awareness and/or other marketing and communications projects. Vendor will be called upon to deliver media support on an as-needed basis in various areas including maritime, waterfront development, public safety, experiences, environment and other program areas. For each campaign the district will make available the details of the campaign including objective, timeframe and target demographics. Vendors will be selected for individual campaign based on the following process:

**a. Task 1: Campaign Proposals**

Submit a proposal for each marketing campaign vendor is interested in participating in based on tasks 2 through 6 utilizing the district's broadcast marketing proposal format (Attachment B). Stations may also submit additional documentation, any standard station proposal formats, and other supplemental information, however, the district's broadcast marketing proposal must accompany the submission as a cover sheet for each marketing campaign. The broadcast marketing proposal will include rates for all tasks below, specifying which options will be included, at which rates and amounts. Numbers of spots and ads, and rate amounts may vary for each proposal, but must remain locked once a proposal has been accepted and a task authorization has been signed. Selected stations with task authorizations will move forward with Tasks 2 through 7 below.

**b. Task 2: Broadcast Radio**

Vendor will run :10, :15, :30, and/or :60 on-air broadcast spots in support of the campaign with the goal of meeting the campaign objectives, delivering spots to the target demographics and running spots during the desired timeframe. Spots may be produced by the district or the vendor, and should be determined within each proposal. All broadcast spots must include pre-and post- analytics including GRPs, Reach, Frequency and gross impressions.

**c. Task 3: Digital Marketing Support**

Vendor will run online support including run :15, :30, :60 and/or :90 streaming spots, static and animated banner ads, pencil bar ads, sky scraper ads, website reskins or other online, mobile or digital options available. All digital advertising must include applicable pre-and post-analytics including page views, click-through-rates, and gross impressions.

**d. Task 4: Direct Marketing Support**

Where available, stations will run banner ads within regularly scheduled e-newsletters, dedicated e-blasts, or other direct marketing options offered by the station. All direct advertising must include applicable pre-and post-analytics including subscriber numbers, open rates, click-through-rates, and gross impressions.

**e. Task 5: Social Media Support**

Vendor will run social media support on available channels including Facebook, Twitter, Instagram, LinkedIn, and YouTube, tagging the Port's official social media channels, utilizing the campaign hashtags and distributing posts, photos, videos and links to expand the reach of the broadcast campaign. All social media support must include applicable pre-and post- analytics including fans, reach, engagement, clicks and gross impressions.

**f. Task 6: Added Value Promotion**

Station will include segment sponsorships, on-site remote broadcasts, on-air contesting, prize giveaways, social influencer opportunities, or other campaign support that will extend the reach of the campaign, deliver the target audience and meet the campaign objective. Special consideration will be given to creative proposals that align with the Port's mission, the campaign concept and further the key messages of the district. All added-value elements must include applicable pre-and post- analytics including gross impressions.

**g. Task 7: Campaign Analytics Wrap-up**

In order to demonstrate return-on investment, all campaign analytics must be turned in immediately following the campaign, utilizing the district's Campaign Analytics Wrap-Up form (Exhibit B). Every element of the campaign must include gross impressions with additional analytics relevant to the type of advertising as noted in each task.

**ATTACHMENT B  
COMPENSATION & INVOICING  
San Diego Unified Port District**

**1. COMPENSATION**

- a. For the satisfactory performance and completion of the services under this Agreement, District shall pay Service Provider compensation as set forth hereunder.
  - (1) Service Provider shall be compensated and reimbursed by District on the basis of invoices submitted each month for services performed during the preceding month.
    - (a) Each invoice shall include:
      - Date service performed;
      - Description of the service;
      - Rate
      - Total Amount
  - i. Services shall be invoiced in accordance with the rates negotiated for each Task Authorization issued by the District.

**2. INVOICING**

- a. **Payment Documentation.** As a prerequisite to payment for services, Service Provider shall invoice District for services performed and for reimbursable expenses authorized by this Agreement, accompanied by such records, receipts and forms as required.
- b. Service Provider shall include the following information on each invoice submitted for payment by District, in addition to the information required in Section I, above:
  - (1) Agreement No. 322-2017ND
  - (2) If applicable, the Task Authorization(s) (TA) number being charged.
  - (3) The following certification phrase, with printed name, title and signature of Service Provider's project manager or designated representative:

"I certify under penalty of perjury that the above statement is just and correct according to the terms of Document No. \_\_\_\_\_, and that payment has not been received."
  - (4) Dates of service provided

- (5) Date of invoice
  - (6) A unique invoice number
- c. District shall, at its discretion, return to Service Provider, without payment, any invoice, which has been submitted without the above information and certification phrase.
- d. Invoices shall be mailed to the attention of: Revekka Balancier, Marketing & Communications, P.O. Box 120488, San Diego Unified Port District, San Diego, CA 92112-0488.
- e. Should District contest any portion of an invoice, that portion shall be held for resolution, but the uncontested balance shall be processed for payment. District may, at any time, conduct an audit of any and all records kept by Service Provider for the Services. Any overpayment discovered in such an audit may be charged against the Service Provider's future invoices and any retention funds.
- f. Service Provider shall submit all invoices within thirty (30) days of completion of work represented by the request and within sixty (60) days of incurring costs to be reimbursed under the Agreement. Payment will be made to Service Provider within thirty (30) days after receipt by District of a proper invoice.

**EXHIBIT A**

**TASK AUTHORIZATION FORM  
 San Diego Unified Port District**



**(DEPARTMENT NAME)**  
 San Diego Unified Port District  
 P.O. Box 120488  
 San Diego, CA 92112-0488  
 (619) 686-\_\_\_\_  
 Fax (619) 725-\_\_\_\_

**TASK AUTHORIZATION NO. \_**

(Date)

(Name)

(Title)

(Name of Company)

(Address)

(City, State, Zip)

Email:

**Subject: Task Authorization for Agreement No. \_ - 20\_\_**  
 (Agreement Title)

You are authorized to proceed with the services described in this correspondence, in an amount not to exceed \$\_\_\_\_\_. This Task Authorization is in accordance with the terms of the subject agreement. **Please cite TA #\_ on invoice(s) for this Task.**

**TASK DESCRIPTION**

1.	Requestor:		4.	Task Start Date:	
2.	Date of Request:		5.	Task End Date:	
3.	Task Budget:	\$			
7.	<b>Task Title:</b>				

8. **Scope of Services.**

9. Please acknowledge acceptance of this Task Authorization by signing below and returning via email to \_\_\_\_\_@portofsandiego.org.

**APPROVALS**

**Service Provider:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Firm: \_\_\_\_\_  
Date: \_\_\_\_\_

**Manager:**

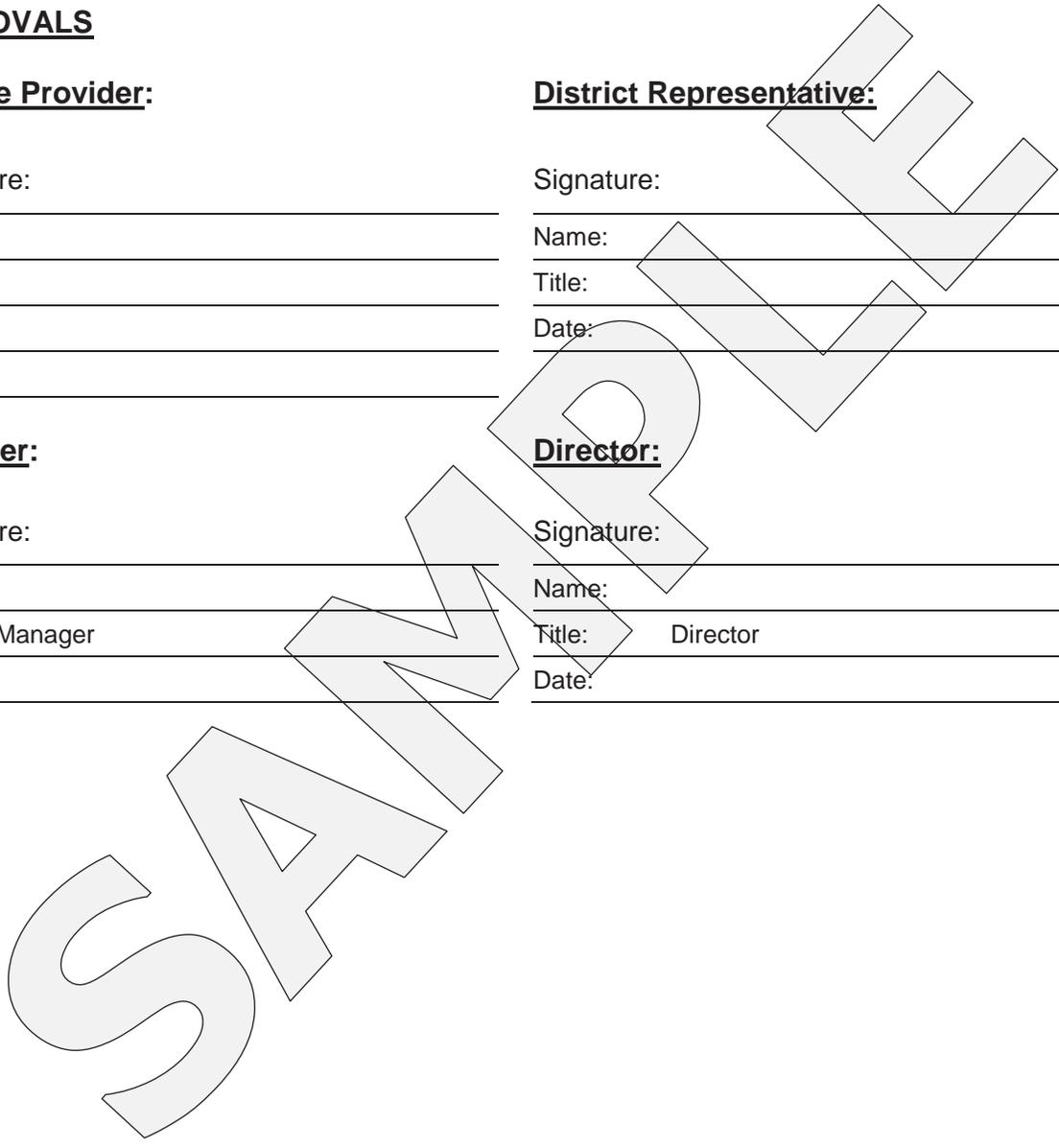
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Manager  
Date: \_\_\_\_\_

**District Representative:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Director:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Director  
Date: \_\_\_\_\_





**DRAFT**

**RESOLUTION 20xx-xxx**

**RESOLUTION WAIVING BPC POLICY NO. 110 SECTION II (D) (1) COMPETITIVE BIDDING REQUIREMENTS AND AUTHORIZING SEVEN MEDIA AGREEMENTS FOR AS-NEEDED DISTRICT MARKETING AND OUTREACH CAMPAIGNS TO SUPPORT VARIOUS LINES OF BUSINESS AND PUBLIC OUTREACH GOALS IN A TOTAL AMOUNT NOT TO EXCEED \$1,200,000 FROM FEBRUARY 1, 2018 THROUGH JUNE 30, 2023 WITH THE FOLLOWING LOCAL TELEVISION MEDIA ADVERTISING SERVICE PROVIDERS:**

- **SCRIPPS TV STATION GROUP/KGTV-TV (ABC) 10**
- **TRIBUNE BROADCASTING/KSWB-TV (FOX) 5**
- **ENTRAVISION/KBNT-TV (UNIVISION) 17**
- **NBC UNIVERSAL/KNSD-TV (NBC) 7**
- **MIDWEST TV INC./KFMB-TV (CBS) 8**
- **ENERGY COMMUNICATIONS CORP./XEWTV-TV (TELEVISA) 12**
- **MCKINNON BROADCASTING/KUSI-TV (IND) 9**

**WHEREAS**, the San Diego Unified Port District (“District”) is a public corporation created by the Legislature in 1962 pursuant to Harbors and Navigation Code Appendix I; and

**WHEREAS**, the Board of Port Commissioners (BPC) adopted BPC Policy No. 110 to establish a policy governing the processing and administration of public projects, consulting and service agreements, the purchasing of supplies, materials and equipment, and grants; and

**WHEREAS**, with the launch of the new brand in 2017, the Marketing & Communications department has been working on a new integrated marketing, communications and branding strategy which includes not only the District’s new logo and master brand messaging, but the five sub-brands and accompanying marketing campaigns for the various lines of business that fall within each of those focus areas; and

**WHEREAS**, this renewed focus on public outreach has allowed the District to begin working with local media more directly, however, it has also brought to light several obstacles that limit the District’s ability to work with the broadcast media on the wide variety of marketing campaigns the District implements; and

20xx-xxx

**WHEREAS**, the Marketing & Communications team has worked collaboratively with Procurement to come up with a creative solution that will allow the District to work with the local broadcast media, meet the District's business objectives, comply with the District's competitive selection requirements, and still allow for the flexibility in targeting and timing needed in the media industry; and

**WHEREAS**, in partnership with the District's Procurement Department, the Marketing & Communications Department has created a competitive selection process using task authorization awards; and

**WHEREAS**, this process requires a waiver of BPC Policy No. 110 Section II (D) (1), requiring a competitive selection process for local television media buys in advance of awarding advertising agreements, and instead the District will award on-call, as-needed, agreements to all major local television and radio media outlets as part of a local media pool; and

**WHEREAS**, the District will meet the competitive selection requirement by implementing a proposal process for each marketing and advertising campaign in order to award task authorizations for individual buys.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Port Commissioners of the San Diego Unified Port District (BPC), waives BPC Policy No. 110, Section II (D) (1) and direct as follows:

That the Executive Director and/or her designated representative is hereby authorized on behalf of the District to enter into media agreements between the District, Scripps TV Station Group/KGTV-TV (ABC) 10; Tribune Broadcasting/KSWB-TV (FOX) 5; Entravision/KBNT-TV (Univision) 17; NBC Universal/KNSD-TV (NBC) 7; Midwest TV Inc./KFMB-TV (CBS) 8; Energy Communications Corp./XEWT-TV (Televisa) 12; and McKinnon Broadcasting/KUSI-TV (IND) 9, respectively, for competitive bidding requirements, through a proposal process for each marketing and advertising campaign, by way of television media agreements for a total not to exceed \$1,200,000, from February 1, 2018 through June 30, 2023.

APPROVED AS TO FORM AND LEGALITY:  
GENERAL COUNSEL

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By: Assistant/Deputy

PASSED AND ADOPTED by the Board of Port Commissioners of the San Diego Unified Port District, this 9<sup>th</sup> day of January 2018, by the following vote:

**DRAFT**

**RESOLUTION 20xx-xxx**

**RESOLUTION WAIVING BPC POLICY NO. 110 SECTION II (D) (1) COMPETITIVE BIDDING REQUIREMENTS AND AUTHORIZING EIGHT MEDIA AGREEMENTS FOR AS-NEEDED DISTRICT MARKETING AND OUTREACH CAMPAIGNS TO SUPPORT VARIOUS LINES OF BUSINESS AND PUBLIC OUTREACH GOALS IN A TOTAL AMOUNT NOT TO EXCEED \$900,000 FROM FEBRUARY 1, 2018 THROUGH JUNE 30, 2023 WITH THE FOLLOWING LOCAL RADIO MEDIA ADVERTISING SERVICE PROVIDERS:**

- **BROADCAST COMPANY OF THE AMERICAS**
- **CBS RADIO**
- **IHEARTMEDIA**
- **LOCAL MEDIA SAN DIEGO**
- **MIDWEST TV, INC.**
- **SAN DIEGO STATE UNIVERSITY**
- **UNIRADIO CORPORATION**
- **UNIVISION RADIO**

**WHEREAS**, the San Diego Unified Port District (“District”) is a public corporation created by the Legislature in 1962 pursuant to Harbors and Navigation Code Appendix I; and

**WHEREAS**, the Board of Port Commissioners (BPC) adopted BPC Policy No. 110 to establish a policy governing the processing and administration of public projects, consulting and service agreements, the purchasing of supplies, materials and equipment, and grants; and

**WHEREAS**, with the launch of the new brand in 2017, the Marketing & Communications department has been working on a new integrated marketing, communications and branding strategy which includes not only the District’s new logo and master brand messaging, but the five sub-brands and accompanying marketing campaigns for the various lines of business that fall within each of those focus areas; and

**WHEREAS**, this renewed focus on public outreach has allowed the District to begin working with local media more directly, however, it has also brought to light several obstacles that limit the District’s ability to work with the broadcast media on the wide variety of marketing campaigns the District implements; and

20xx-xxx

**WHEREAS**, the Marketing & Communications team has worked collaboratively with Procurement to come up with a creative solution that will allow the District to work with the local broadcast media, meet the District's business objectives, comply with the District's competitive selection requirements, and still allow for the flexibility in targeting and timing needed in the media industry; and

**WHEREAS**, in partnership with the District's Procurement Department, the Marketing & Communications Department has created a competitive selection process using task authorization awards; and

**WHEREAS**, this process requires a waiver of BPC Policy No. 110 Section II (D) (1), requiring a competitive selection process for local radio media buys in advance of awarding advertising agreements, and instead the District will award on-call, as-needed, agreements to all major local television and radio media outlets as part of a local media pool; and

**WHEREAS**, the District will meet the competitive selection requirement by implementing a proposal process for each marketing and advertising campaign in order to award task authorizations for individual buys.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Port Commissioners of the San Diego Unified Port District (BPC), waives BPC Policy No. 110, Section II (D) (1) and direct as follows:

That the Executive Director and/or her designated representative is hereby authorized on behalf of the District to enter into media agreements between the District, Broadcast Company of the Americas; CBS Radio; iHeartMedia; Local Media San Diego; Midwest TV, Inc.; San Diego State University; UniRadio Corporation; and Univision Radio, respectively, for competitive bidding requirements, through a proposal process for each marketing and advertising campaign, by way of radio media agreements for a total not to exceed \$900,000, from February 1, 2018 through June 30, 2023.

APPROVED AS TO FORM AND LEGALITY:  
GENERAL COUNSEL

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By: Assistant/Deputy

PASSED AND ADOPTED by the Board of Port Commissioners of the San Diego Unified Port District, this 9<sup>th</sup> day of January 2018, by the following vote: