

MEMORANDUM

DATE: October 9, 2014

TO: **ORIGINAL
CITY CLERK**

FROM: Shelby Reisinger
Office of Management & Budget

SUBJECT: Authorization to Release Contract

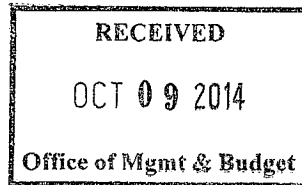
CONTRACT: # 9900028 Renewal 2014
CONTRACT TITLE: Scripps Legal Advertising

VENDOR NAME: Scripps Media
VENDOR ADDRESS: 1939 SE Federal Highway
CITY & STATE: Stuart, FL 34994

Please sign the two (2) original agreements in the space provided to send the originals to Scripps for them to return one signed original back to the City for our records. The removal of Item # 4 needs to be acknowledgement with initials by the City Manager.

Thank you.

Shelby Reisinger



RECEIVED

OCT 09 2014

City Manager's Office

RECEIVED
OCT 24 2014
Office of Mgmt & Budget

City of Port St. Lucie

**City Government Advertisement Agreement
May 1, 2014**

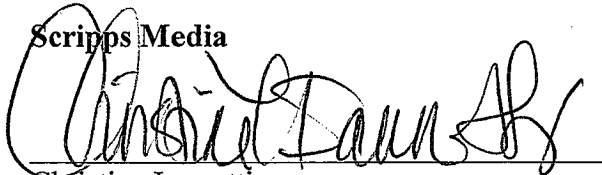
This agreement, by and Between City of Port St Lucie (Advertiser) located at 121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34952 and Scripps Treasure Coast Newspapers/TCPalm.com (Publisher) located at 1939 S. Federal Highway, Stuart, FL 34994 shall be effective May 1, 2014 through April 30, 2015.

City of Port St. Lucie hereby agrees to invest in pre-print inserts, TCPalm.com, Yahoo.com, YourNews, Niche publications, direct mail, ROP daily and Sunday and color advertising in exchange for the rates in Appendix A.

No specific ad or amount of expenditure is required.

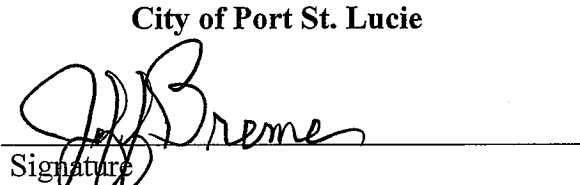
I give my authorization to use of fax or email.

I have read and agree to the Advertising Terms and Conditions attached and incorporated in this agreement.

Scripps Media

Christine Iannotti
Account Manager

10/15/14
Date

Carole F. Archibutee 10/14/14
Advertising Manager

City of Port St. Lucie

Signature

Jeff Bremer
Print Name

10/9/14
Date

E-mail _____
Fax _____

Office Use
Client Billing Account Number 10000793, 11513214, 15610857

SCRIPPS MEDIA
ADVERTISING TERMS and CONDITIONS

1. All terms and conditions of this agreement are printed herewith and the Publisher will not be bound by any agreement or promise not herein stated.
2. Publisher reserves the right to amend the terms, conditions, rates, etc. specified in this agreement upon thirty (30) days notice in writing and if said revision is not acceptable to the advertiser, advertiser shall have the right to terminate this agreement upon date of change without penalty.
3. Publisher may terminate this agreement without notice if the advertiser become insolvent, makes an assignment for benefit of creditors, or is adjudged bankrupt or a receiver of the property is appointed, or copy submitted is deemed acceptable in any way of which cases of the "rate earned" shall apply on this agreement.
4. ~~Advertiser will indemnify newspaper against any and all liability, loss or expense from claims for libel, unfair competition, infringements of trademarks, copyrights, and other proprietary right, violations of rights of privacy, and other claims arising from publication of advertising hereunder. Advertiser acknowledges that copy is not given final acceptance by Publisher until twenty-four (24) hours after being submitted; further, Publisher has the right to reject any advertisement at any time.~~
5. If during the life of this agreement there should be imposed upon the Publisher by any lawful authority, any tax for the publication of the advertising under this agreement, or upon gross receipts, or upon any other basis, the advertiser agrees to pay, as the same becomes due, any tax that may be levied upon this advertising, or his or its proportion to be the proportion which the advertiser under this agreement bears to the total advertising for the same period or periods.
6. If because of war, fire, civil commotion, labor strikes, freight embargoes, hurricanes, or other acts of God, either party to this agreement is unable to perform its agreement shall thereby be excused from such performance during the continuation of such inability except to the extent that the manually acceptable performance is possible.
7. Advertising is subject to approval, revision, or rejection by the Publisher. Certain typographical advertisements such as upside-down, top-to-bottom or bottom-to-top, may be rejected by this newspaper.
8. Every effort will be made to afford advertising position requested. Failure to comply with position request will not result in a make-good or refund of payment.
9. Publisher will not be liable for any error in an advertisement published unless proof of such advertisement is submitted to the Advertiser and returned to this office with such error correction plainly noted in writing thereon. If any error so noted is not corrected by the newspaper, liability shall not exceed the charge for the space actually occupied by the item in which the error is made. No adjustments made beyond 30 days after publication.
10. Publisher will not be responsible for more than one incorrect insertion unless it is notified of the inaccuracy prior to the next insertion of the advertisement.
11. Publisher shall be under no liability for failure for any cause to insert an advertisement.
12. Any advertisement already composed, if canceled with the cancellation deadline, is subject to a composition charge if not rescheduled of insertion within 10 days of original insertion date.
13. The advertiser may cancel the contract upon any date during its effective period with 30 days written notice, providing the advertiser shall pay in full of all advertising space used under this contract, the difference between the regular open rate and the contract rate herein stated according to card rates in effect during the time the contract was in effect.
14. Advertisers not fulfilling contract will be re-billed at the bulk contract rate earned. This short rate will cancel the current contract upon payment.
15. Payment is due the Publisher within 30 days on all billing statements to advertisers on account. After 30 days, the account is considered delinquent and further advertising may be suspended until such account is paid in full. Interest charges of 1 ½% will be applied on delinquent balance.

Appendix A
City of Port St. Lucie Advertising Agreement
Rates in Effect from May 1, 2014 through April 30, 2015

A. ROP Advertising*

The News/Press-Tribune shall charge and bill City of Port St. Lucie (St. Lucie News Tribune) ROP advertising at the rate of:

Daily \$12.00 per column inch
 Sunday \$14.04 per column inch

B. ROP Color Advertising

The News/Press-Tribune shall charge and bill City of Port St. Lucie (Dailies & Weeklies) ROP advertising at the rate of:

30% of space

C. Daily Zones (Zones = Counties)

	Daily	Sunday
One Zone	\$12.00 per column inch	\$14.04 per column inch
Two Zones	\$21.00 per column inch	\$24.57 per column inch
Three Zones	\$32.25 per column inch	\$37.73 per column inch

D. Non-Daily Publications-Wednesday-YourNews-3 editions (St. Lucie, Martin, Indian River)

Each edition \$6.93 pci, +30% for color

E. City Newsletter

City Newsletter 12xs a year: quote basis \$1,158.60, ½ page, B/W B7-SC

F. We Print Tab

Leisure Time tab 2x a year: \$9200.00 each run of 57,500 qty (or \$160 per thousand copies), 24 page FC tab

G. Online TCPalm Digital Display**

Leaderboard: 12 month contract: ROS \$9.60 CPM – Targeted \$12.00 CPM – Premium \$22.40 CPM

Big Box: 12 month contract: ROS \$11.20 CPM – Targeted \$14.40 CPM – Premium \$16.80 CPM

*All ROP and color rates are for all department of the City of Port St. Lucie that run ROP Advertisements.

**Online TCPalm rates are calculated at 20% off current rates as of May 1, 2014. Rates above reflect the 20% discount. Other digital display (Yahoo and the Scripps Targeted Network) will be charged at the non-profit rates which are subject to change during the contract year.

CONTRACT SIGN-OFF SHEET

City Contract #9900028

Date: September 23, 2014

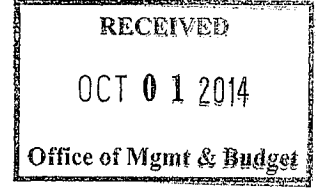
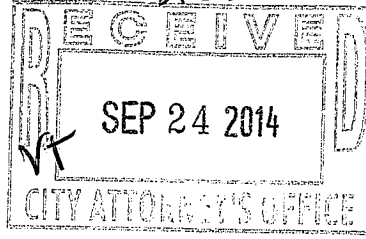
*Keri
Step*

Assigned: S. Reisinger

Date Needed: ASAP

Title: Legal Advertising

Contractor: Scripps Treasure Coast Newspapers



Term of Contract: Starting Date: May 1, 2014

Ending Date: April 30, 2015

Encumbrance Required: Yes () No (X)

Item Was Budgeted: Yes (X) No ()

Expenditure From:	VARIOUS	549000	
Fund	Cost Center	Object Code	Project #

City Attorney: *Keri S. Norbraten*
Signature

9/30/14
Date

Comments: Indemnification language, effective date

Office of Management & Budget has received and completed all requested changes and attached are the Final Contract Documents.

OMB Confirmation: _____
Signature

/ /
Date



City of Port St. Lucie

**City Government Advertisement Agreement
May 1, 2014**

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Already effective?

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**I give my authorization to use of fax or email.
I have read and agree to the Advertising Terms and Conditions attached and incorporated in this agreement.**

Scripps Media

City of Port St. Lucie

Christine Iannotti
Account Manager

Signature

Date

Print Name

Advertising Manager

Date

E-mail _____
Fax _____

Office Use
Client Billing Account Number 10000793, 11513214, 15610857

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Remove