

MEMORANDUM

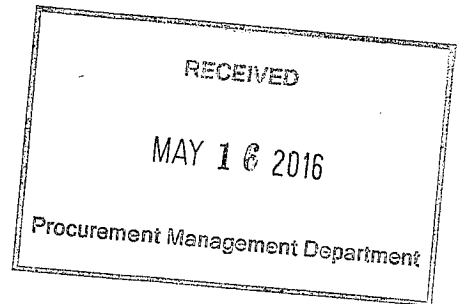
DATE: May 12, 2016
TO: **"ORIGINAL"**
CITY CLERK
FROM: Shelby Reisinger *SR*
Procurement Management Department
SUBJECT: Authorization to Release Contract

CONTRACT: #9900028 2016 Agreement
CONTRACT TITLE: Legal Advertising
VENDOR NAME: Scripps Media
VENDOR ADDRESS: 1939 SE Federal Highway
CITY & STATE: Stuart, FL. 34994

APPROVED BY COUNCIL: Not required

Please sign one original and return to Shelby Reisinger in Procurement Management Department.

Thank you.



RECEIVED
MAY 12 2016
CITY MANAGER'S OFFICE

Treasure Coast Newspapers TCpalm.com
City of Port. St. Lucie Advertising Agreement
Advertising Agreement June 1, 2016-May 31, 2017

April 4, 2016

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 Treasure Coast Newspapers, (Publisher) located at 1939 S. Federal Highway, Stuart, FL 34994 shall be effective June 1, 2016 through May 31, 2017.

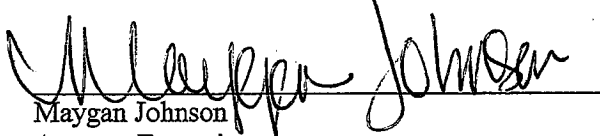
City of Port. St. Lucie hereby agrees to invest in pre-print inserts, TCPalm.com, Yahoo.com, YourNews, Niche publications, direct mail, ROP daily and Sunday color advertising in exchange for the rates in Appendix A.

No Specific ad or amount of expenditure is required.

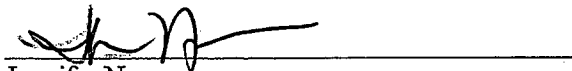
I give my authorization to use of fax or email.


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

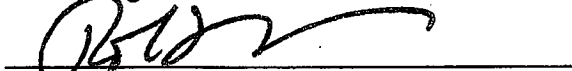
Treasure Coast Newspapers


Maygan Johnson
Account Executive

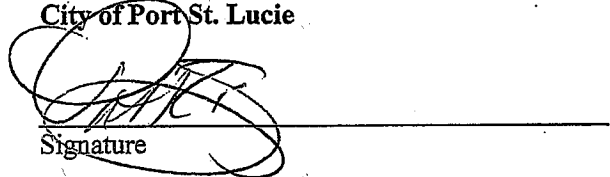
5/30/16
Date


Jennifer Nunes
St. Lucie County Manager


Christine Stonecipher
Advertising Director


Bob Brunjes
President & Publisher

City of Port St. Lucie


Signature

PATRICIA ROEBELING
Print Name

ACTING CITY MANAGER
Title

patr@cityofpsl.com
Email

5/13/16
Date

Office Use

Client Billing Account Numbers: 10000793, 11513214, 15610857, 15622061

Contract #9900028

Treasure Coast Newspapers
ADVERTISING TERMS and CONDITIONS

1. All terms and conditions of this are printed herewith and the Publisher will not be bound by any agreement or promise not herein stated.
2. Publisher reserve 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 becomes insolvent, makes an assignment for benefit of creditors, is adjudged bankrupt or a receiver of the property is appointed, or submits copy for advertisement that is deemed unacceptable in any way in which case the "rate earned" for advertisements published under this agreement shall apply.
4. Advertiser will indemnify Publisher 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 then the party 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, its 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 within the cancellation deadline, is subject to a composition charge if not rescheduled for 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 for 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

Contract #9900028

City of Port St. Lucie Advertising Agreement
Rates in Effect June 1, 2016 through May 31, 2017

Appendix A

1. PRINT RATES

Treasure Coast Newspapers shall charge and bill print advertising at the net rates of:

A. ROP Advertising

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

Daily- \$10.50 per column inch
Sunday- \$12.29 per column inch

B. ROP Color Advertising

The News/Press/ Tribune shall charge and bill City of Port St. Lucie (dailies & weeklies) ROP advertising in the rate of:
30% of space

C. Daily Zones (zones = counties)

	Daily	Sunday
One Zone	\$10.50 per column inch	\$12.29 per column inch
Two Zones	\$19.50 per column inch	\$22.82 per column inch
Three Zones	\$30.75 per column inch	\$35.98 per column inch

D. YourNews (Non-Daily Publication / Wednesdays) 3 editions (St. Lucie, Martin & Indian River)

Each edition \$6.93 per column inch + 30% for color

E. We Print Tab

Leisure Time tab 2x a year each run 57,500 qty- \$10,062.51 (\$175 per thousand)
Magazine size/ style- up to 32 pages

G. TCPALM Digital Display

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

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

- ❖ Online TCPalm rates are calculated at 20% off current rates as of July 1 2015. 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.

**** All ROP and Color Rates are for ALL departments of the City of Port. St. Lucie that run ROP Advertisements****

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