



**LOWER PLATTE SOUTH**  
**natural resources district**

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Agenda Item #10

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## MEMORANDUM

Date: April 8, 2020

To: All Directors

From: Mike Mascoe, Public Information Specialist

Re: I&E Subcommittee Minutes

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The Information and Education Subcommittee met Wednesday afternoon, April 8, 2020. Directors present via video/teleconference were Chair Greg Osborn, Gary Aldridge, Vern Barrett, Tom Green, Luke Peterson, Milt Schmidt, Ray Stevens. Staff members Paul Zillig, McKenzie Barry and Mike Mascoe also joined the meeting.

On the agenda was consideration of two agreements by the Lincoln Journal Star; one for advertising and the other for the printing and distribution of the "Know Your NRD" newsletter. Both proposals are attached. Mascoe explained the proposed advertising agreement is similar to the last several years in many ways, including the NRD's overall purchasing commitment of \$18,000. That amount has been the same since 2017. Mascoe pointed out the agreement includes several discounted options and that the bulk of LPSNRD's expenditures under the agreement would be in the form of color and black & white 3" X 5" ads, scheduled monthly. The ad topics would follow an established year-long schedule of campaigns, with usually 3 to 5 ads, total, per month. It was moved by Stevens, seconded by Schmidt and approved to recommend the LPSNRD Board of Directors approve the proposed agreement from the Lincoln Journal Star for advertising at a cost not exceed \$ 18,000, pending approval by legal counsel. Voting Yes – Osborn, Barrett, Green, Peterson, Schmidt and Stevens. Voting No – Aldridge.

Besides the Lincoln Journal Star proposal for the printing and distribution of the newsletter, staff collected two other informal proposals, from Nebraska Printing Company (Lincoln) and the Voice News (Hickman), which had both expressed an interest in the past in printing the newsletter. Mascoe compared all three proposals (comparison attached) during discussion with the subcommittee, noting insertion of the newsletter into the Journal Star Local Values section is significantly cheaper if the newsletter is printed by the Journal Star. Mascoe also pointed out all costs included in the comparison tables are per-issue and the NRD publishes three issues per year. Barry and Mascoe told the subcommittee of the need for an upgrade in the weight of paper used for the newsletter, as the current 50-pound paper being used tends to

yellow after only a few weeks. Older newsletters are offered to patrons at trade shows and educational events on a regular basis, depending on the content. They also pointed-out that even when upgrading to 60-pound paper (Journal Star proposal), the cost of the newsletter would still be less than the current cost (bottom table). **It was moved by Stevens, seconded by Schmidt and approved to recommend the LPSNRD Board of Directors approve the proposed agreement from Lincoln Journal Star for printing and distribution of three newsletters on 60-pound glossy paper at a cost not to exceed \$47,912.73, pending approval by legal counsel.** Approval was unanimous.

With no other business pending, the meeting was adjourned at 1:00 pm.

MM/mm

# Lincoln Journal Star

926 P Street Lincoln, NE 68502

## ADVERTISING AGREEMENT

Account Number

60000346

THIS AGREEMENT is made as of March 5, 2020 between Journal Star Printing Co. d/b/a *Lincoln Journal Star*, the "Publisher", and Lower Platte South, NRD the "Advertiser."

**TERM** This Agreement will begin on May 1, 2020 and end on April 30, 2021. Agreement may not be terminated or cancelled by the Advertiser prior to the end of its term except for the reasons specified in Sections 1 and 14 of the Terms and Conditions listed below.

**VOLUME AGREEMENT** The Advertiser will purchase at least **\$18,000** before the end of the term.

Product	Rate	Details
<i>Journal Star Print ROP</i>	\$142.50	3x5" ad Color if selected +\$56.25 per ad
<i>Journal Star Print ROP</i>	\$665.00	9.889 x 10" half page ad with full color (per run – 2 minimum included)
<i>Digital Impressions journalstar.com</i>	\$600.00	50,000 digital banner impressions per month \$12 CPM – can place additional impressions
<i>Digital Connect</i>	\$89.00	Enhanced profile page with print ads journalstar.com per month
<i>Email</i>	\$500.00	As placed with newsletter or additional emails
<i>High Impact Digital</i>	20% discount	As placed

Additional Notes: *Creative service charges \$25 on pickup with change and new 1-31.5" print ads; \$40 on 32-63"; \$50 on 63.5"+ print ads. New or Pick up with change Digital ads @\$25; or \$50 for rich media; \$10 for conversion from print to digital ad. Unless stated otherwise on the rate card or special program flyer for specific advertising, all advertising dollars apply towards fulfillment of contract with the exception of commercial printing and subscriptions.*

### ADDITIONAL TERMS AND CONDITIONS

**1. Rates.** All advertising purchased will be at the rates and on the terms indicated on this Agreement, or on Publisher's current rate cards which are incorporated into this Agreement if no rate is indicated. This Agreement will control if there is a conflict between a rate card and this Agreement. Publisher reserves the right to change the rate or advertising terms listed on any rate card upon prior notice of to Advertiser. Advertiser agrees to be bound by the new rates or terms unless Advertiser notifies Publisher in writing of its intent to cancel the remainder of the term of this Agreement within thirty (30) days after receiving notice of any change. Cancellation under this provision shall be effective as of the effective date of the new rates or terms and shall be without liability for failure to meet the volume advertising requirement.

**2. Contract Fulfillment.** Except as set forth in section 1 above, if, at the end of the term of this Agreement, Advertiser has placed less advertising than stated above or in any Addendum: (a) Advertiser forfeits the right to place any additional advertising under this Agreement; and (b) the Agreement will be re-rated to the best earned rate set forth on the rate cards and Advertiser agrees to pay Publisher for all advertising published or distributed the difference between the best earned rate based on Advertiser's actual volume during the term and the rate granted based on the volume advertising requirement. Any adjustments or credits applied to Advertiser's bill will not reduce the volume advertising requirement. Cancellations, changes of insertion dates, and/or corrections must conform to published deadlines. Advertisements may only relate to Advertiser's business, and neither rights nor obligations hereunder may be assigned to unaffiliated parties.

**3. Payment.** Advertiser will pay the total amount owed to Publisher within the time period indicated on Publisher's statement. All statement disputes with Publisher must be identified by Advertiser to Publisher in writing by the statement's due date, or Advertiser agrees that the statement is correct.

**4. Termination by Publisher.** Publisher may reject any advertising order and/or immediately terminate this Agreement upon notice to Advertiser for any of the following reasons: (a) if Advertiser fails to make payment by the date specified in Publisher's invoice; (b) if Advertiser fails to perform any obligations of this Agreement; (c) if a petition in bankruptcy or for reorganization under the bankruptcy or insolvency laws is filed against Advertiser; (d) if Advertiser ceases doing business or Publisher believes Advertiser is likely to cease doing business; or (e) in the opinion of Publisher, the credit of Advertiser is impaired. If this Agreement is terminated for any of these reasons, Advertiser will remain liable for the lesser of the short rate or volume advertising requirement.

**5. Indemnification.** Advertiser and/or advertising agency signatory to this Agreement agrees to hold Publisher harmless and indemnify Publisher from any and all claims, suits, damages, and expenses of any nature whatsoever, including attorney's fees, for which Publisher may become liable because of Publisher's distribution or publication of Advertiser's advertising, or because of Advertiser's unauthorized publication or distribution of advertising owned by Publisher.

**6. Production Errors.** Advertiser may not claim a breach, terminate or cancel this Agreement if advertising copy is incorrect or contains errors of any kind, or because of a failure to publish, insert, or disseminate any advertising nor is Publisher liable to Advertiser for any loss or damage that results therefrom. Publisher agrees to run corrective advertising for that portion of the first publication, insertion, or dissemination which may have been rendered valueless by error, unless such error arose after the advertisement had been confirmed by Advertiser or Advertiser submitted the advertisement after deadline. Any claim for adjustment due to errors must be made within the time period stated on the applicable rate card or, if none, within 36 hours after dissemination. Credit for errors in advertising will not exceed the cost of the space occupied by such error, and will not exceed the percentage of incorrect preprint or digital advertising delivered or viewed. On multiple

insertions, credit for errors will not be given after the first insertion. Publisher shall not be liable for any monetary claim or consequential damages arising from error in advertising.

7. **Advertising Agencies.** Any advertising agency who places advertisements and receives statements for its customer is acting as an agent for Advertiser. Agency agrees to be jointly and severally liable with Advertiser for any amount required to be paid to Publisher under this Agreement. Except as set forth above, advertising agency and Advertiser remain fully responsible for all obligations and liabilities under this Agreement. All disclaimers contained in advertising agency insertion orders or contracts as "agency for" are void and superseded by this Agreement.

8. **Ownership.** Each party owns all advertising copy which represents the creative effort of that party and/or utilization of creativity, illustration, labor, composition or material furnished by it including all copyrights. Neither party may use in any manner, nor allow third parties to use in any manner, advertising copy owned by the other party in any other advertising medium without the owning party's written consent.

9. **Taxes.** Advertiser is responsible for payment of all federal, state and local taxes imposed on the printing, publication or dissemination of advertising material or on the sale of advertising placed by Advertiser.

10. **Brokered Advertising.** Publisher does not accept local brokered advertising.

11. **Assignment.** Advertiser may not assign its advertising space or this Agreement to third parties.

12. **Advertising Content.** Publisher may reject or edit at any time any of Advertiser's advertising. All advertising positions are at the option of Publisher, unless a particular position is purchased by Advertiser. Failure to meet position requests will not constitute cause for adjustment, refund, rerun, termination or cancellation of the Agreement.

13. **Compliance with Fair Housing Act and Other Laws.** The federal Fair Housing Act prohibits advertisements that indicate any preference, limitation, or discrimination because of race, color, religion, sex, disability, familial status, or national origin. Advertiser agrees to comply with the Fair Housing Act, as well as all federal, state, and local laws.

14. **Excusable Delays.** Publisher will not be liable for any damages related to delay or inability to perform due to causes beyond its control. Publisher's performance of its obligations under this Agreement will be suspended during such a delay or inability to perform and will not constitute a breach of this Agreement. Advertiser may terminate this Agreement if Publisher's delay or inability to perform lasts more than thirty (30) days.

15. **No Waiver.** Publisher's failure to insist upon the performance by Advertiser of any term or condition of this Agreement or to exercise any of Publisher's rights under this Agreement will not result in any waiver of Publisher's rights or Advertiser's obligations in the future.

16. **Miscellaneous.** Advertiser agrees to pay Publisher for all expenses incurred by it to collect any amounts payable under this Agreement, including costs of collection, court costs and attorney's fees. This Agreement will be governed by the laws of the state in which Publisher is doing business, and all actions to enforce or interpret this Agreement must be brought in said state. All covenants and agreements of the parties made in this Agreement will survive termination or expiration of this Agreement. This Agreement, any Addendums, and Publisher's current rate cards constitute the entire agreement between the parties and supersede any prior agreements relating to the subject matter of this Agreement. This Agreement may only be amended in writing signed by both parties.

Addendum(s) to this Agreement have been attached and are labeled as follows:

**PUBLISHER AND ADVERTISER HAVE READ AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ANY ADDENDUM(S) REFERENCED ABOVE.**

<b>ADVERTISER</b>	<b>JOURNAL STAR PRINTING CO.</b>	<b>ADVERTISING AGENCY (if applicable)</b> <small>(Jointly &amp; severally responsible see Sections 5 &amp; 7)</small>
By _____	By _____	By _____
_____ <i>Signature</i>	_____ <i>Signature</i>	_____ <i>Signature</i>
_____ Print Name/Title	_____ Print Name/Title	_____ Print Name/Title
_____ Lower Platte South NRD	_____ Division Name	_____ Company Name
_____ Company Name	_____ Address:	_____ Address:
_____ <i>Billing Address:</i>	_____ Publisher Signature	_____ _____
_____ On File	_____ <i>Salesperson: Amy Brandt</i>	_____ _____
_____ <i>Local Address:</i>	_____ New _____ Renew <input checked="" type="checkbox"/> _____	_____ _____
_____ <i>Attn: Mike Mascoe</i>	_____	_____



**INFORMAL NEWSLETTER PRINTING & DISTRIBUTION PROPOSALS – MARCH 2020**

	STOCK	QUANTITY	PRINT	INSERT	TOTAL
LJS	50# coated gloss	149,000	\$9,920.40	Local Values, 136,000 \$5,304.00	\$15,224.40
	60# coated gloss	149,000	\$10,666.91	Local Values, 136,000 \$5,304.00	\$15,970.91
	70# coated gloss	149,000	\$13,466.62	Local Values, 136,000 \$5,304.00	\$18,770.62
LJS - Insert Only				Local Values, 136,000 \$7,888.00	
NE Printing Ctr	50# coated gloss	147,000	\$13,665.83	Local Values, 136,000 \$7,888.00	\$21,553.83
Voice News	50# coated gloss	149,000	\$13,522.55	Local Values, 136,000 \$7,888.00	\$21,410.55

■ LJS fee

**LJS AGREEMENT 2019**

	STOCK	QUANTITY	PRINT	INSERT	TOTAL
LJS	50# coated gloss	149,000	\$11,356.78	Local Values, 132,400 \$5,163.60	\$16,519.78

# Lincoln Journal Star

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**VOLUME AGREEMENT** The Advertiser will purchase at least \$ \_\_\_\_\_ for Newsletter printing/inserting or advertising volume before the end of the term.

Product	Rate	Details
Newsletter	Print \$71.59 CPM	149,000 qty Print 11x17 x 2; full color newsletters (8 pages) with bleed; folded to 8.5 x 11" pasted spine booklet <b>a. 60# #5 Coated Gloss \$10,666.91</b>  <b>b. 70# #5 coated Gloss \$13,466.62</b>
	Insert @\$39.00 CPM	Insert Wed LJS Subscribers and Non-Subscribers in Local Values Total Market Coverage 136,000 Approx <b>\$5,304.00</b>  <b>A. Print &amp; Insert Total for 60# #5 coated gloss \$15,970.91</b>  <b>B. B. Print &amp; Insert Total for 70# #5 coated gloss \$18,770.62</b>
	INSERT ONLY	136,000 qty based price: <b>@\$58 CPM = \$7,888</b>

Insert 136,000 LJS Local Value \$39CPM = \$ 5,304.00 136,000  
 SHIP: 7,800 into Plattsmouth consumer publication; Insert 1,000 into Plattsmouth Subscriber publication. 8,800  
 765 (Ashland Gazette) and 600(Waverly News) to Suburban Newspapers Print Facility,  
 604 Fort Crook Rd N Bellevue, NE 68005 – 1,365  
 The Voice News; 103 Crossroads Dr, Sheldon, IA 51201 4,000\*  
 Deliver 400 copies to LPS NRD office in Lincoln 400

**Proposed Deadlines and Schedule**

**150,565**

LJS/Local Values Insert Date	Art Due	Delivery to Omaha	Distributed for insert other locations
6/17/2020	5/25/2020	6/05/2020	6/15-19/2020
10/14/2020	9/21/2020	10/02/2020	10/12-16/2020
2/17/2021	01/25/2021	2/05/2021	2/15-19/2021

**\*Customer understands that the Journal Star is utilizing a third party printer. If future paper prices raise the contracted per print rate by more than 10%, JS reserves the right to renegotiate contract reflective of current pricing, upon which the advertiser would then have the right to extend or terminate the agreement. DATES TO BE CONFIRMED**

Unless stated otherwise on the rate card or special program flyer for specific advertising, all advertising dollars apply towards fulfillment of contract with the exception of commercial printing and subscriptions.

### ADDITIONAL TERMS AND CONDITIONS

1. **Rates.** All advertising purchased will be at the rates and on the terms indicated on this Agreement, or on Publisher's current rate cards which are incorporated into this Agreement if no rate is indicated. This Agreement will control if there is a conflict between a rate card and this Agreement. Publisher reserves the right to change the rate or advertising terms listed on any rate card upon prior notice of to Advertiser. Advertiser agrees to be bound by the new rates or terms unless Advertiser notifies Publisher in writing of its intent to cancel the remainder of the term of this Agreement within thirty (30) days after receiving notice of any change. Cancellation under this provision shall be effective as of the effective date of the new rates or terms and shall be without liability for failure to meet the volume advertising requirement.

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5. **Indemnification.** Advertiser and/or advertising agency signatory to this Agreement agrees to hold Publisher harmless and indemnify Publisher from any and all claims, suits, damages, and expenses of any nature whatsoever, including attorney's fees, for which Publisher may become liable because of Publisher's distribution or publication of Advertiser's advertising, or because of Advertiser's unauthorized publication or distribution of advertising owned by Publisher.

6. **Production Errors.** Advertiser may not claim a breach, terminate or cancel this Agreement if advertising copy is incorrect or contains errors of any kind, or because of a failure to publish, insert, or disseminate any advertising nor is Publisher liable to Advertiser for any loss or damage that results there from. Publisher agrees to run corrective advertising for that portion of the first publication, insertion, or dissemination which may have been rendered valueless by error, unless such error arose after the advertisement had been confirmed by Advertiser or Advertiser submitted the advertisement after deadline. Any claim for adjustment due to errors must be made within the time period stated on the applicable rate card or, if none, within 36 hours after dissemination. Credit for errors in advertising will not exceed the cost of the space occupied by such error, and will not exceed the percentage of incorrect preprint or digital advertising delivered or viewed. On multiple insertions, credit for errors will not be given after the first insertion. Publisher shall not be liable for any monetary claim or consequential damages arising from error in advertising.

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Addendum(s) to this Agreement have been attached and are labeled as follows:

**PUBLISHER AND ADVERTISER HAVE READ AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ANY ADDENDUM(S) REFERENCED ABOVE.**

**ADVERTISER**

**JOURNAL STAR PRINTING CO.**

**ADVERTISING AGENCY (if applicable)**

(Jointly & severally responsible see Sections 5 & 7)

By \_\_\_\_\_

By \_\_\_\_\_  
Ad Manager

By \_\_\_\_\_

Lower Platte South NRD \_\_\_\_\_  
Company Name

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Print Name

Billing Address \_\_\_\_\_  
on file

\_\_\_\_\_  
Publisher Signature

\_\_\_\_\_  
Title  
Address