



LOWER PLATTE SOUTH natural resources district

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Memorandum

Date: March 8, 2022
To: Each Director
From: Mike Mascoe, Public Information Specialist
Subject: Information & Education Subcommittee Minutes

The I&E Subcommittee met Monday, March 7, at 4:30 PM, via Zoom. All subcommittee members were present, including Chair John Yoakum, Vern Barrett, Tom Green, Christine Lamberty, Lisa Lewis, Susan Seacrest, Ray Stevens and Ken Vogel. Board Chair Deborah Eagan also attended. Staff attending included Paul Zillig, David Potter, McKenzie Barry, Adam Sutton, Parker Robinson and Mike Mascoe.

NEWSLETTER PROPOSAL

The subcommittee considered a one-year proposal from the Lincoln Journal Star (LJS) for the printing and distribution of our "Know Your NRD" newsletter. The current agreement expires at the end of April. Mascoe explained LJS is responsible for printing our newsletter, which circulates to 150,000 households, three times per year. He said most of the homes are reached by newsletters inserted into LJS' Local Values publication. Subscribers to LJS receive Local Values in their Wednesday newspaper and non-subscribers receive it weekly via U.S. Mail or an LJS courier. LJS also distributes printed newsletters to four smaller weekly newspapers in the district for insertion: Ashland Gazette, Hickman Voice, Plattsmouth Journal & Waverly News.

The proposed newsletter agreement is attached and is nearly identical to the current agreement. Mascoe pointed out the most significant change is the number of "extra" printed copies to the LPSNRD office is reduced from 500 to 400. There have also been slight adjustments in the deadlines schedule. Our total commitment under the agreement would be the same as the current one, \$47,970. **It was moved by Stevens, seconded by Seacrest and**

unanimously approved the I&E Subcommittee recommend the Board of Directors approve the Lincoln Journal Star newsletter printing and distribution proposal at a cost not to exceed \$47,970. pending legal counsel review.

ADVERTISING PROPOSAL

The subcommittee also considered an annual LJS proposal for digital and printed advertising. Mascoe reminded the subcommittee our LJS advertising agreement for 2021 brought a significant expansion in digital exposure, which would continue under the proposed agreement. The amount of printed advertising in the main newspaper, compared to the current agreement, would decrease. The proposed agreement is attached. Mascoe told the subcommittee our total commitment is \$17,500, a reduction from the 2021 agreement of \$18,000. Even so, we would receive 100,000 more annual digital impressions on journalstar.com under the proposed agreement than we currently receive.

The increase in our digital ad presence in this proposal and a reduction in the number of print ads, from 58 to 36, are the result of a staff review of the current proposal. Staff, though, believes our LJS printed ads still reach a demographic in the district that may be difficult to reach through other media. Types of digital ads included in the proposed agreement are reveal, run of site, native, Facebook boosted posts to the LJS Facebook page and a digital connect presence on journalstar.com to boost our own LPSNRD.org search engine optimization. Topics covered in both digital and printed advertising are determined by an annual campaign plan, which provides continuity between the two mediums. **It was moved by Stevens, seconded by Lamberty and unanimously approved the I&E Subcommittee recommend the Board of Directors approve the Lincoln Journal Star advertising proposal at a cost not to exceed \$17,500. pending legal counsel review.**

At the request of Director Vern Barrett, the subcommittee discussed the overall focus of LPSNRD advertising. All members expressed opinions, with the consensus being that it is important LPSNRD continue to educate the public about our own programs and projects, using available mediums.

The subcommittee also received an update on the district's social media activities from Social Media Strategist Parker Robinson, including statistics on social media reach and demographics for our Facebook and Instagram accounts. Environmental Education/Communication Coordinator McKenzie Barry gave the subcommittee a sneak peek at developing plans for celebration of LPSNRD's 50th Anniversary, which included commemorative logo, sticker and T-shirt designs and a tentative list of planned activities.

There being no further business, Chair Yoakum adjourned the meeting at 5:28 PM.

MM/mm

Lincoln Journal Star

926 P Street Lincoln, NE 68502

ADVERTISING AGREEMENT

NEWSLETTER

Account Number

60000346

THIS AGREEMENT is made as of April 1, 2022 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, 2022 and end on April 30, 2023. This 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 \$ 47,970 for Newsletter printing/inserting or advertising volume before the end of the term.

Product	Rate	Details
Newsletter	Print \$71.50 CPM	150,000 qty Print 11x17 x 2; full color newsletters (8 pages) with bleed; folded to 8.5 x 11" pasted spine booklet; 50# gloss SCA paper Est at 150,000 \$10,725
	Insert @\$39.00 CPM	Insert Wed LJS Subscribers and Non-Subscribers in Local Values Total Market Coverage 135,000 Approx \$5,285 Print & Insert Total \$15,990

Insert 136,000 LJS Local Value \$39CPM = \$ 5,304.00 135,435
 SHIP: 7,800 into Plattsmouth consumer publication; Insert 1,000 into Plattsmouth Subscriber publication. 8,800
 765 (Ashland Gazette) and 600(Waverly News) 1,365
 The Voice News; 103 Crossroads Dr, Sheldon, IA 51201 4,000*
 Deliver 400 copies to LPS NRD office in Lincoln 400
150,000

Proposed Deadlines and Schedule

LJS/Local Values Insert Date	Art.Due 3 weeks prior	Delivery to Omaha Monday 9 days prior Package for postal delivery	Distributed for insert other locations
<u>6/15/2022</u> 50 th Anniversary Issue	Tuesday 5/17/2022	Monday 6/6/2022	6/13-17/2022
<u>10/26/2022</u>	Tuesday 10/4/2022	Monday 10/17/2022	10/24-28/2022
<u>2/22/2023</u>	Tuesday 01/31/2023	Monday 2/13/2023	2/20-23/2023

**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

- 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.
- 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.
- 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.
- 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 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.

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.

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

Local Address _____
On file

Salesperson Amy Brandt

New Renew X

Lincoln Journal Star

926 P Street Lincoln, NE 68502

ADVERTISING AGREEMENT

Account Number

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THIS AGREEMENT is made as of April 1, 2022 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, 2022 and end on April 30, 2023. 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 **\$17,500** before the end of the term.

Product	Rate	Details
Journal Star Print ROP	\$85.00	3.001 x 5" (4.889 x 5") full color print ad approx. 36x year
REVEAL position Digital Impressions on journalstar.com	\$625.00/month	25,000 Reveal Digital Impressions/Month @ \$25CPM (top of page on journalstar.com)
Run of Site Banner Digital Impressions journalstar.com	\$330.00/month	27,500 run of site banner impressions @ \$12 CPM (300x600; 300x250)
Native Article Impressions on journalstar.com	\$375.00	25,000 native impressions @ \$15 CPM 4x year
Facebook Boosted Post on Journal Star's FB page	\$350.00 each	As placed with newsletter 3x and for additional placements as requested
Email	\$500.00 each	As placed with newsletter 3x and for additional emails as requested (optional)
Digital Connect	\$89.00/month	Enhanced profile page with print ads journalstar.com
Journal Star Print Half Page or Local Values full page	\$340.00	6.001 x 10" (9.889" x 10") print ad with full color as requested if needed for large projects or announcements

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.

<p>ADVERTISER</p> <p>By _____</p> <p>_____</p> <p><i>Signature</i></p> <p>_____</p> <p>Print Name/Title</p> <p>Lower Platte South NRD</p> <p>_____</p> <p>Company Name</p> <p><i>Billing Address:</i></p> <p>_____</p> <p>On File</p> <p>_____</p> <p><i>Local Address:</i></p> <p>_____</p>	<p>JOURNAL STAR PRINTING CO.</p> <p>By _____</p> <p>_____</p> <p>Print Name/Title</p> <p>_____</p> <p>Division Name</p> <p>_____</p> <p>Publisher Signature</p> <p>_____</p> <p><i>Salesperson: Amy Brandt</i></p> <p>_____</p>	<p>ADVERTISING AGENCY (if applicable) (Jointly & severally responsible see Sections 5 & 7)</p> <p>By _____</p> <p>_____</p> <p><i>Signature</i></p> <p>_____</p> <p>Print Name/Title</p> <p>_____</p> <p>Company Name</p> <p><i>Address:</i></p> <p>_____</p> <p>_____</p> <p>_____</p>
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Attn: Mike Mascoe

New _____ *Renew* ___x_____

