



LOWER PLATTE SOUTH natural resources district

3125 Portia Street | P.O. Box 83581 • Lincoln, Nebraska 68501-3581
P: 402.476.2729 • F: 402.476.6454 | www.lpsnrd.org

Memorandum

Date: September 13, 2023
To: Each Director
From: Parker Robinson,
Subject: I&E Subcommittee Meeting Minutes

The Information and Education Subcommittee met at 4:30pm Monday, September 12, 2023 at the district office. Subcommittee members present were Christine Lamberty (Chair), Tom Green, Susan Seacrest, Ray Stevens, Ken Vogel, Lisa Lewis, and John Yoakum. Arriving late after the votes was Melissa Baker. Others present included Chair David Landis, Mike Sousek, David Potter, McKenzie Barry, and Parker Robinson.

Chair Lamberty called the meeting to order at 4:30. On the agenda was consideration of the annual advertising agreement with Lincoln Journal Star (LJS) and the annual radio contract with Firespring.

In the first agenda item, Robinson explained how the new proposed agreement with Lincoln Journal Star continues in a similar manner to previous years. The agreement allows the district to continue promoting programs and projects across the print and digital channels of LJS. Robinson also described the benefits of digital advertising and the ability to track views and ‘clicks’, which is not as readily available with print mediums.

It was moved by Director Yoakum and seconded by Director Stevens, and unanimously approved to recommend the board of directors approve a one-year advertising agreement to provide district information totaling \$14,850 with Lincoln Journal Star, pending review by legal counsel.

Second on the agenda was the subcommittee consideration of a radio contract with Firespring. Robinson explained that this contract continues airtime with Broadcast House and Alpha Media, like the district has done in the past. He detailed how utilizing Firespring streamlines and optimizes the radio advertising and provides further expertise in the area. This contract includes new 60-second interview spots and continues the Grow Lincoln sponsorship, providing at least one 10-minute interview segment to further promote the district’s programs and projects.

Robinson confirmed that the NRD has worked with Firespring in the past, on TV educational video placements, and that the NRD has been pleased with their service.

It was moved by Director Vogel and seconded by Director Seacrest and approved to recommend the board of directors approve a one-year radio contract to provide district information with Firespring, totaling \$30,049.46, pending review by legal counsel,

Motion Passed: 6-0-1 (Yoakum abstaining)

Staff provided several updates on ongoing education programs and awareness activities and with no more business on the agenda Chair Lamberty adjourned the meeting at 4:58.

Lincoln Journal Star

926 P Street Lincoln, NE 68502

ADVERTISING AGREEMENT




Account Number

60000346

THIS AGREEMENT is made as of August 8, 2023 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 October 1, 2023 and end on September 31, 2024. 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 \$ 14,850 advertising volume before the end of the term. \$1,350 VIP Package for 11 months (no December)

<u>Product</u>	<u>Rate</u>	<u>Details</u>	<u>VISUAL</u>
Reveal Impressions	25,000 impressions @\$30 CPM \$750 VIP PKG	1920x350; 800x250 Reveal digital ads on journalstar.com/month	
Run of Site Impressions	75,000 impressions @\$8 CPM \$600 VIP PKG	300x250; 970x250; 320x50; 728x90 – any combination of sizes of Run of Site banner ads on journalstar.com/month	
Print	n/c VIP PKG	1/8 page print ad 4.889 x 4.9" 4c (CMYK .pdf) 3 dates per monthly period with \$1,350 monthly digital package purchase	
Native/Branded Content	\$15 CPM <i>Example: 75,000 impressions \$1,125</i> As placed - TBD	Branded Content includes: Thumbnail image 800x450 max; 75 character Headline; up to 200 character article summary. Link to article page hosted on journalstar.com (then links to page(s) as designated by LPSNRD); <i>article page can include .mp4/video YouTube embed.</i> Article to be provided by LPSNRD	
.Search Boost	\$ 39	Monthly profile pages on journalstar.com with print ads; boosts SEO	

Creative service charges; \$10 for conversion from print to digital ad. \$19.95 for new print or digital ad creation

Additional Notes:

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 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.

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 60000346

Print Name/Title

Print Name

Title

Address

Billing Address
on file _____

Publisher Signature

Local Address
On file _____

Salesperson Amy Brandt Chase

New Renew



Lower Platte South NRD

Dates: November 1, 2023 - October 31, 2024 (flighted)

Demographic: A35-64

Budget: \$30,000

Impressions: 5,463,818

9/6/2023

Radio - Alpha Media/Broadcast House

Flighted Schedule: TBD

Station	Stations	Communities	Days	Impressions	Cost
Alpha Media	KZKX, KTGL, KLMS, KFRX	Lincoln DMA	M-Sun	3,342,224	\$14,930.74
Broadcast House	KLIN, KFGE, KBBK	Lincoln DMA	M-Sun	2,121,594	\$15,118.72
Total:				5,463,818	\$30,049.46

Alpha Media dayparts include: M-F 6a-10a (:60 interviews on KZKX/KTGL), M-F 10a-3p (:30 on KTGL), M-Sa 5a-8p, M-Sa 6a-mid (Streaming on KZKX/KTGL/KLMS/KFRX), M-Su mid-mid

Broadcast House includes: M-F 6a-10a (:60 interviews on KFGE/KBBK), M-F 5a-8p, M-Su 6a-mid (Streaming on KFGE), M-Su mid-mid; Grow Lincoln Thursday Sponsorship - KLIN

You will reach 96.6% of your demographic (audience), with each person having the opportunity to hear a message an average of 30.9 times.

Added Value Details

Alpha Media: Will run zero dollar bonus spots in January to promote tree seedling sales

Broadcast House: 15% of paid schedule as added value to run as :30 bonus spots

Lower Platte South NRD

VP of Media, Firespring

Date

9/6/2023

Date

Media will be invoiced on a pre-billed basis. Payment is due 30 days after billing. Ultimate fiscal responsibility rests solely with the client. Firespring accepts fiscal responsibility only when payment has been received from client. If at any time the client is 60 days past due on media billing, Firespring will hold all further media placements until the client has met their financial responsibilities.

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