

REQUEST FOR BOARD ACTION / CONTRACT CONTROL FORM

Tracking Number: 14

Date of Request: June 24, 2008

Date Request Received: June 24, 2008

Board Meeting Date Requested: July 7, 2001

Board Meeting Date Assigned: July 7, 2008

Short Title: Resolution Approving Legal Advertising Contracts With The Pender Post And Topsail Voice And Authorizing Purchase Orders: \$8,320 And \$7,000 Respectively

Request Status:
 Request is proceeding to Board of Commissioners
 More information is needed – see attached
 Request on hold – no further information needed
 Other:

Background: Since 2001 the County has advertised all legal and non-legal county business altogether under one masthead entitled "The Pender County Government News". The advertising services were bid initially in 2001, re-bid in 2004 and then again in 2007. This year, both the Pender Post and Topsail Voice have agreed to hold their pricing, despite their increased cost of doing business.

(Administrative Use Only)

This has been budgeted in the FY 08/09 budget.

Staff recommends approval of this resolution.

Specific Action Requested: The Board of Commissioners is requested to approve the contracts with the Pender Post and Topsail Voice and to authorize purchase orders in the amounts of \$8,320 and \$7,000 respectively.

CONTRACT TYPE

- Renewal
- For Service(s)
- Intergovernmental – County as Grantee
 - Federal Grantor
 - State Grantor
 - Grantor
- County as Grantor
 - County Funds
 - Other Funds:
- Revision
- For Equipment

Requested by: Melinda Knoerzer
Department: Utilities
Title: Administrative Assistant
Contact Phone: 910.259.1521
Contact Fax: 910.259.1579

PURCHASING Budgeted Item: Yes No
Date Rec'd: Reviewed and Approved
 Comments on Reverse

Date Sent: Signed:

ATTORNEY Reviewed and Approved
Date Rec'd: Legal Problem(s)
 Comments on Reverse

Date Sent: Signed:

FINANCE Sufficient Funds Available Not Available
Date Rec'd: Budget Amendment Necessary
 Budgeted Amendment is Attached
 Comments on Reverse

Date Sent: Signed:

CLERK Signature(s) Required:
 Board Chairman/County Manager
 Other:

Date Rec'd Approved by Board: Yes No
At meeting on

MANAGER'S RECOMMENDATION:

Respectfully Recommend Approval

PBP
Initials

RESOLUTION: NOW THEREFORE BE IT RESOLVED by the Pender County Board of Commissioners that contracts and purchase orders for legal advertising for fiscal year 08/09 are approved as follows:

Pender Post	\$8,320
Topsail Voice	\$7,000

The Chairman and/or County Manager are authorized to execute any documents necessary to implement this resolution.

Account No. 420-402600 \$15,320

AMENDMENTS:

MOVED _____ SECONDED _____

APPROVED _____ DENIED _____ UNANIMOUS

YEA VOTES: Williams ___ Tate ___ Blanchard ___ Brown ___ Rivenbark ___

J. David Williams, Jr., Chairman 07/07/08
Date

Attest 07/07/08
Date

The Pender POST

201-A West Fremont Street
 P.O. Box 955 • Burgaw, NC 28425
 www.thependerpost.com thependerpost.com
 Ad Email: postgraphics@bizce-rr.com
 910.259.9111 • fax 910.259.9112

The media of record for the people of Pender County

Contract insertion order

(complete one for each ad change) *

The following ad(s) will be placed pursuant to an agreement made the _____ day of _____, 2007, between The Post Publishers, Inc., doing business as *The Pender Post*, and the following advertiser: (print or type)

Name: Pender County Government Authorized Agent: Melinda Knoerzer

Billing Address: PO Box 5 Burgaw

Phone: 910-259-1200 Fax: 910-259-1579 Email: Knoerzermk@pender-county.com

Specific instructions for ad(s)

(attach graphics here)

Size: 48" Run Dates: July 1, 2008 - June 30, 2009

The following three questions are for volume and bulk contracts only:

Number of column inches remaining in contract prior to this insertion _____
 Total number of column inches this insertion fulfills: 2496 Balance to be used 2496

Copy content:

E-mail weekly ad/s to Katie at
 postgraphics@thependerpost.com
 Standard ad 6col x 7" (42) plus 6" ad free
 if needed weekly. Additional column"
 billed at \$5.00 per column inch.
 \$160.00 x 52 weeks = \$8,320.00
 Price includes weekly affidavits.

Payment terms: ___ Prepaid; Bill address above; ___ Charge account below

Color: _____ Proof requested _____
 Guaranteed placement: Legal page
 Tearsheet requested: _____
 Cost per ad: _____ Total this insertion: _____

Charge ___ monthly ___ full cost one time
 ___ Visa ___ Mastercard ___ Discover
 ___ American Express
 Name on card: _____
 Address: _____
 Account #: _____
 Expiration date: _____
 Authorized signature: _____

* _____ Date: _____
 Authorized agent for advertiser
Ann Beach Date: 4-7-08
 Authorized agent for *The Pender Post*

Topsail Voice

Customer: Pender County Government
 First Ad Run Date: 7/1/08 Contract End Date: 6/30/09

Hampstead Crossing Shopping Center • 14886 US Hwy 17
 PO Box 880 • Hampstead, NC 28443 • Phone: (910)270-2944
 Fax: (910)270-9315 • Email: tvoiceadvertising@charter.net

TOPSAIL VOICE ADVERTISING AGREEMENT

In consideration of the rates set forth below, the Advertiser authorizes **Hampstead Publishing, LLC.**, as Publisher, to publish advertising for a period of: 1 year

on the following basis: General Display Classified Display Minimum space of: 1,300 inches
 at a cost of \$ 4.18 per Column Inch Insertion subject to the following terms and conditions:

Additional Charges:

1) Color - Spot Process \$ _____

2) Other (specify) - _____ \$ _____

No charge for affidavits requested at time ads are placed. Affidavits requested at a later date will be \$5.00 each. Replacement affidavits will be \$20.00 each (based on minimum run)

Total Charges: _____

Total Cost per issue: Depends on inches run.

This document, and current rate sheet in effect at date of signing, contain the entire agreement between the parties with respect to this transaction, and all written and oral agreements with respect to subject matter are hereto merged in this agreement. No change, amendment, qualification or cancellation of this agreement, will be effective unless in writing and executed on behalf of the parties hereto by their duly authorized representatives. Hampstead Publishing, L.L.C. reserve the right in its sole discretion to reject or disapprove any advertising copy in accordance with any standards Publisher may have, or adopt in the future. If Advertiser fails to provide new ad copy for continuity contracts, Publisher may insert appropriate copy, of the minimum size specified above, until new ad copy is furnished. Publisher shall not be responsible or liable for any loss or damage arising to Advertiser, or any other party, other than the cost of the advertisement, by reason of non-publication, delay or interruption in publication. Publisher shall not be liable to Advertiser for incidental, consequential, punitive or lost profit damages. Publisher's liabilities for errors are limited to that portion of the advertisement (FIRST RUN ONLY) in which the error occurs, and to the column inch of that portion only. It is the sole responsibility of the Advertiser to obtain the copyright and trademark licenses necessary for publication of all copy provided by the Advertiser. The Advertiser shall be responsible for the defense of any copyright or trademark infringement claim or suit, including the payment of all legal defense costs through one or more levels of appeal, arising out of advertising copy provided by Advertiser, and shall be liable for the satisfaction of any judgement entered for a copyright or trademark violation. Contract rates apply for all lineage up to maximum in each category, failure of Advertiser to fulfill contract will result in charge of earned rate for lineage used.

FOR THE ADVERTISER :

By: _____
 Date: _____
 For: Pender County Government
 Phone: 259-1521
 E-mail: _____
 Fax: 259-1579
 Address: ON File

FOR THE PUBLISHER (Hampstead Publishing):

By: Michelle Charles
 Date: May 8, 2008

Terms: Net from date of invoice. After 30 days, a 1.5% late fee per month will be assessed on any unpaid balance. Any account in arrears 60 days from invoice date may lose all discounts and be re-billed at open rate. New advertisers are required to pay 2 weeks prepayment prior to publication until credit is established. Courtesy credit will be extended thereafter as long as account remains current.

I have received a current rate sheet dated _____ (Initial) _____