

COTTONWOOD HEIGHTS

RESOLUTION No. 2016-16

A RESOLUTION APPROVING AN ADVERTISING AGREEMENT WITH UTAH COMMUNITY MAGAZINES LLC (2016 COTTONWOOD HEIGHTS MAGAZINE)

WHEREAS, the city council (the "Council") of the city of Cottonwood Heights (the "City") met in regular session on 29 March 2016 to consider, among other things, approving an "Advertising Agreement"(the "Agreement") with Utah Community Magazines LLC ("Provider") whereunder Provider would publish and disseminate the 2016 "Cottonwood Heights Magazine" on the terms and conditions specified in the Agreement; and

WHEREAS, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve the City's entry into the Agreement as proposed;

NOW, THEREFORE, BE IT RESOLVED by the city council of the city of Cottonwood Heights that the attached Agreement is hereby approved, and that the City's mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.

This Resolution, assigned no. 2016-16, shall take effect immediately upon passage.

PASSED AND APPROVED effective 29 March 2016.

COTTONWOOD HEIGHTS CITY COUNCIL

By Kelvyn H. Cullimore, Jr., Mayor



Linda W. Dunlavy, Recorder

VOTING:

Kelvyn H. Cullimore, Jr.	Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>
Michael L. Shelton	Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>
J. Scott Bracken	Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>
Michael J. Peterson	Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>
Tee W. Tyler	Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>

DEPOSITED in the office of the City Recorder this 29th day of March 2016.

RECORDED this 29 day of March 2016.



Advertising Agreement

This contract is a binding commitment between Publisher (Utah Community Magazines LLC), and Advertiser (Cottonwood Heights City, Utah). It describes both party's obligations. Advertiser's signature indicates agreement to all of the terms of the contract, including all provisions listed below. **Publication: Cottonwood Heights Magazine**

Designation: Cover, 1/2 page Mayor's message plus 16 pages Price: \$ 9,600.00 Phone: 801-944-7066

Company Name: Cottonwood Heights City | Brian Berndt | Community and Economic Development Director

Address: 1265 Fort Union Blvd. Ste. 250, Cottonwood Heights, Utah 84047

Description: Approx. 14,000 printed and delivered to residences - 2,000 strategic - digital w/hyperlinks

Advertising Material Content. We may refuse to include your advertisement if we believe that it: Is in poor taste or potentially offensive to others; Disparages another person or company, or another's products or services. We agree to provide the services in accordance with the specifications provided above and will not otherwise print any of Advertiser's content without the additional prior written authorization of Advertiser. We will not modify or alter any of Advertiser's content in any way without the prior written authorization of Advertiser.

Advertiser Material Must Comply With All Laws. You warrant that all of your material and its content will comply with federal, state, and local laws, regulations, and ordinances. You are solely responsible for the content and the message it conveys. You agree to indemnify and defend us against all costs, claims and liability that we may incur in connection with your material, its composition, contents, offers, promotions, products and services.

Terms: Due on receipt

Non-Performance. IN THE EVENT OF BREACH OF THIS AGREEMENT, NEITHER PARTY WILL BE RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND.

Default. If Advertiser fails to pay on time, or defaults on any other obligation, then in addition to terms, publisher may refuse to include advertisers advertising material in the publication.

Printing Services. These services may include a graphic artist's services, layout, artwork, typesetting, prepress activities, printing, and transportation. Other uses for the art must be approved by the Publisher. Advertiser retains all intellectual property and proprietary rights, title, interest in and to and ownership of any and all advertisements, content, and any other material, artwork, and information Advertiser provides to Publisher.

Copy Deadlines and Standards. If supplying text or artwork, Advertiser agrees to provide on the Copy Deadline Date. All text and artwork will comply with Publisher's standards.

Review of Proofs. Publisher will provide a proof of advertising material before print. Advertiser is responsible for reviewing the proof, and noting any errors by Proof Deadline Date. All errors must be reported before printing.

Electronic Proof Review and Approval. All art must have approval before printing. Publisher is not responsible for errors attributable to electronic transmission failure, data corruption, or any other causes beyond our reasonable control.

Advertiser Signature: _____ Date: _____

Publisher Acceptance: J. Anole Pierce Date: 2/24/2016

Exhibit A – Cottonwood Heights Magazine
Utah Community Magazines LLC | Cottonwood Heights City

This exhibit contains the details for the production of a 48-52 page content, 4 page cover, print and digital magazine.

The agreed pricing includes the following:

Printing
Packaging
Ad design and layout
Editing
Content contributor interface and consulting
File Preparation
Shipping to media mail distribution center
Digital duplication w/story language translation
Digital hosting
Hyperlink creation
Delivery via Media Mail – Approx. 14,000 – All residential units
Strategic Distribution – 2,000 | Total Print – 16,000

Specs:

Title – Cottonwood Heights City Magazine
Size 8.25 x 10.75
Page count: 48/52 page + 4 page cover
Cover: Prints 4cp/4cp on 80# # 3 gloss cover
Text: Prints 4dp/4cp on 70# # 3 gloss book
Bindery: Hinge score cover, perfect bind on the 10 ¾” edge
Packaging: Bulk pack in fitted cartons

Price:

16,000 – \$ 9,600.00 – Distribution Oct/Nov 2016

Cottonwood Heights City provides 16 pages of story content | UCM LLC provides remaining ad/advertorial content. CH City to provide referrals for additional advertisers with assigned point of contact to interface for materials. Cottonwood Heights City price: \$ 600.00 per page. Mayor’s message and cover are included.

Separate item pricing listed below is in addition to production costs.

Photography: Standard \$ 85.00 per hour | Aerial Boom \$ 125.00 per hr.
Writing: \$ 125.00 per page

Cottonwood Heights City | Initial _____ Date: _____

Utah Community Magazines LLC | Initial UCM Date: 2/24/2016