CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: Approval of Advertising Services For WDM Magazine

DATE: May 2, 2016

FINANCIAL IMPACT: All costs will be covered by revenue generated by the Consultant.

BACKGROUND:

The City has included advertising in the WDM Magazine to offset costs since the magazine's second issue. The magazine is currently on the verge of its 40th issue, and a total of five consultants have held this position. The most recent consultant sold advertising for WDM Magazine in 2013.

Staff has contacted a previous consultant, Jane Hermann, and she is interested and available to once again serve in this capacity. Hermann most recently worked as General Sales Manager for the Dallas County News and she has served as an advertising sales representative or advertising manager for other newspapers and magazines, including a self-owned publication.

The WDM Magazine Consultant Agreement is the same as with previous consultants. Commission is based on 25% of ad revenue from new advertisers and 20% of ad revenue from existing advertisers. The Agreement is a one-year agreement and is renewable if mutually agreeable to the City and the Consultant.

OUTSTANDING ISSUES (if any):

None

RECOMMENDATION:

Staff recommends a motion approving a one-year agreement with Jane Hermann.

ATTACHMENTS:

Attachment 1 – WDM Magazine Consultant Agreement

Lead Staff Member: Lucinda Stephenson, Communications Specialist

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Finance and Administration		
Date Reviewed	April 20, 2016		
Recommendation	Yes	No	Split

AGREEMENT FOR WDM MAGAZINE ADVERTISING SERVICES BETWEEN THE CITY OF WEST DES MOINES, IOWA AND JANE HERMANN

This agreement is made and entered into this ___ day of May, 2016, by and between the **City of West Des Moines, Iowa,** a municipal corporation, hereinafter referred to as "City," and **Jane Hermann,** herein referred to as "Consultant," as follows:

The parties acknowledge that the Consultant will provide professional services at a rate equal to 25% of commission for new sales based on advertising revenue accumulation and 20% for existing advertisers re-signed (an advertiser will only be considered an "existing advertiser" if their ad appeared in Issue 37, 38, or 39). Total compensation will not exceed 25% of total revenue raised by Consultant for the publication.

The following advertising will be excluded from the commission rates:

- DMACC (per existing contract);
- HR Green (per existing contract);
- Water Works (generic contribution), all issues; and
- Metro Waste Authority, all issues.

The parties agree that Consultant will provide a report detailing the status of advertising sales and potential contacts on a monthly basis. If at any time the City determines that ad sales are infringing on the space needed for City news and information, the City reserves the right to limit the total number of ads sold per issue.

The parties agree that the City will provide supplies for leave behind and follow up materials for potential and present advertisers.

The parties agree to establish a one-year agreement for the services specified in the proposal. This one year agreement will cover Issues 40, 41, & 42 of the WDM Magazine. The agreement provides the option to renew itself if both the City and Consultant wish to extend the agreement for additional years.

Consultant shall not assign or otherwise transfer this agreement or any right or obligations therein without first receiving prior written consent of the City.

The City may terminate the agreement at any time that the Consultant fails to carry out its provisions or to make substantial progress under the terms specified. With mutual agreement of both parties upon receipt and acceptance of not less than thirty (30) days written notice, the agreement may be terminated on an agreed date prior to the end of the contract period without penalty to either party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents on the day and year first above written.

Jane Hermann

BY: _____
Name: _____

City of West Des Moines

BY: _____
Steven K. Gaer, Mayor

ATTEST:

BY: _____
Name: Ryan Jacobson
Title: City Clerk