

AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of November, 2009 by and between the **COUNTY OF ALLEGHENY**, a political subdivision of the Commonwealth of Pennsylvania, hereinafter referred to as (**County**).

**A
N
D**

THE POST GAZETTE PUBLISHING COMPANY, hereinafter referred to as (**PG**).

WITNESSETH:

WHEREAS, the parties have reached an agreement relating to County's legal and classified advertising with the exception of Sheriff Sale advertising. An agreement, similar in nature has been reached between County and Trib Total Media;

WHEREAS, the parties wish to reduce said Agreement to writing;

NOW, THEREFORE, County, and PG agree as follows:

1. TERM OF AGREEMENT AND SCOPE

- A. This Agreement shall begin upon execution by all parties and shall terminate on December 31, 2010, the same date as the Agreement between PG and the County Sheriff.
- B. The following advertising services, in the proportions and rates below stated, shall be in effect during the term of this contract:
 - a. All County Audit Notices and Legal Advertisements Shall be published in both the Pittsburgh Tribune-Review and the Pittsburgh Post Gazette. The County shall pay PG \$4.24 per each audit notice

and \$1.05 per line daily and \$1.50 per line Sunday for Legal Advertisements. County's goal is that the PG receive 35 % of the total advertising revenue generated by the above advertisements;

b.

2. NO CO-PARTNERSHIP OR AGENCY

It is understood and agreed that nothing herein contained is intended or shall be construed to in any respect create or establish the relationship of co-partners between the County and PG, or as constituting PG as the general representative or agent of the County except as set forth in the Professional Services Agreement between the parties.

3. ASSIGNMENT AND DELEGATION

Neither party may assign this agreement without the prior written consent of the other party, which written consent shall not be unreasonably withheld.

4. NON-WAIVER

A failure by either party to take action with respect to any default or violation by the other party of any of the terms, conditions or covenants of this Agreement shall not, in any way, limit, prejudice, diminish or constitute a waiver of any right of either party to act with respect to any prior, contemporaneous or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.

5. NO PERSONAL LIABILITY

No director, officer, agent or employee of the County shall be charged personally or held contractually liable by or to PG under any term or provision of this Agreement or because of any breach thereof or because of his, her or their execution, approval or attempted execution of this Agreement.

6. **HEADINGS**

The headings of the several paragraphs of this Agreement are inserted only as a matter of convenience and for reference, and they in no way define, limit or describe the scope or intent of any provision of this Agreement, nor shall they be construed to affect in any way the terms and provisions hereof or the interpretation or construction thereof.

7. **SEVERABILITY**

The parties intend and agree that if any paragraph, subparagraph, phrase, clause or other provision of this Agreement, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Agreement shall remain in full force and effect.

8. **GOVERNING LAW**

PG and County agree the laws of the Commonwealth of Pennsylvania shall govern the interpretation of this Agreement. In the event of conflicts between items attached to this Agreement, all documents are controlled by this Agreement.

9. **CONTRACTUAL DISPUTES**

Contractual disputes shall not be arbitrated. Contractual disputes shall be litigated in a court of competent jurisdiction.

10. **EXAMINATION OF FINANCIAL RECORDS**

Contractor shall maintain books, program and financial records, documents and other evidence pertaining to costs and expenses related to this Agreement in such detail as will properly reflect all costs of labor, materials, equipment, supplies, services and

other costs and expenses of whatever nature for which County funding has been provided under the provisions of this Agreement. The Contractor shall maintain such books, records, documents and other materials in accordance with Generally Accepted Accounting Principles, where applicable. The Contractor shall provide access, during normal business hours, to such books, program and financial records, documents and other evidence upon request of the County Manager, the County Controller or their designees upon receipt of reasonable advance notice, either oral or written. Contractor's books, records, program and financial records, documents and other evidence pertaining to services provided under this Agreement shall be preserved and made available for a period of three (3) years following the termination of this Agreement. The County Manager, the County Controller or their designees may audit, examine, review, photocopy, and/or make excerpts or transcripts of any of Contractor's books, records, program and financial records, documents and other evidence. Any deficiencies noted in any audit reports or otherwise must be fully resolved by the Contractor, to the County's sole satisfaction, within thirty (30) days after the Contractor's receipt of written notice of such deficiencies. Failure of the Contractor to comply with the provisions set forth in this paragraph may constitute a violation of this Agreement and, at the County's sole discretion, may result in the County withholding future payments.

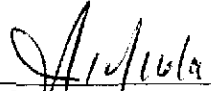
11. COUNTERPARTS

This Agreement may be executed in one or more than one counterpart, and each executed counterpart shall be considered an original, all of which together shall constitute one and the same Agreement.

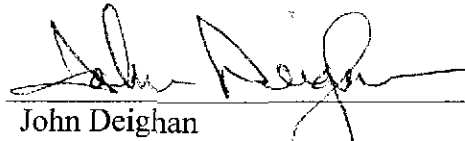
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IN WITNESS WHEREOF, this Agreement is duly executed on the day and year first written above by the parties hereto, who intend themselves to be legally bound thereby.

COUNTY OF ALLEGHENY

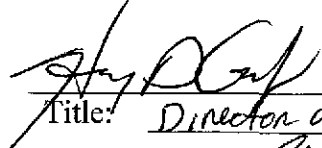


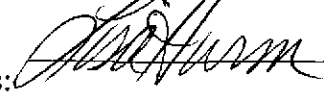
James M. Flynn, Jr.,
County Manager




John Deighan
Chief Purchasing Officer

POST GAZETTE

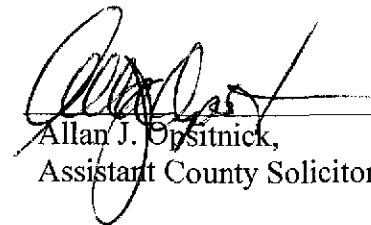
 HENRY D. GORMAN, JR.
Title: DIRECTOR OF FINANCE

Witness:  _____

APPROVED AS TO FORM:



Michael H. Wojcik,
County Solicitor



Allan J. Opsitnick,
Assistant County Solicitor

AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of NOVEMBER 2009 by and between the **COUNTY OF ALLEGHENY**, a political subdivision of the Commonwealth of Pennsylvania, hereinafter referred to as (**County**).

**A
N
D**

TRIB TOTAL MEDIA, INC., hereinafter referred to as (**TTM**).

WITNESSETH:

WHEREAS, the parties have reached an agreement relating to County's legal and classified advertising with the exception of Sheriff Sale advertising. An agreement, similar in nature, has also been reached between County and the Pittsburgh Post Gazette.

WHEREAS, the parties wish to reduce said Agreement to writing;

NOW, THEREFORE, County and TTM agree as follows:

1. TERM OF AGREEMENT AND SCOPE

- A. This Agreement shall begin upon execution by all parties and shall terminate on December 31, 2010, the same date as the Agreement between TTM (through its predecessor, Tribune-Review Publishing Company), and the County Sheriff.
- B. The following advertising services, in the proportions and rates below stated, shall be in effect during the term of this contract:
 - a. All County Audit Notices and Legal Advertisements shall be published in both the Pittsburgh Tribune-Review and the Pittsburgh Post Gazette. The County shall pay TTM \$8.00 per each audit notice

and \$2 per line daily and \$2.80 per line Sunday for Legal Advertisements. County's goal is that TTM receive 65 % of the total advertising revenue generated by the above advertisements;

- b. Non-legal Advertisements. Said advertisements shall be placed by County in the Pittsburgh Tribune-Review exclusively at the rate of \$9.20 per line daily, \$4.40 per line for repeat insertions and \$12.10 per line Sundays. Internet Advertisements shall be a flat rate of \$55.00 per ad;

2. NO CO-PARTNERSHIP OR AGENCY

It is understood and agreed that nothing herein contained is intended or shall be construed to in any respect create or establish the relationship of co-partners between the County and TTM, or as constituting TTM as the general representative or agent of the County except as set forth in the Professional Services Agreement between the parties.

3. ASSIGNMENT AND DELEGATION

Neither party may assign this agreement without the prior written consent of the other party, which written consent shall not be unreasonably withheld.

4. NON-WAIVER

A failure by either party to take action with respect to any default or violation by the other party of any of the terms, conditions or covenants of this Agreement shall not, in any way, limit, prejudice, diminish or constitute a waiver of any right of either party to act with respect to any prior, contemporaneous or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.

5. NO PERSONAL LIABILITY

No director, officer, agent or employee of the County shall be charged personally or held contractually liable by or to TTM and PG under any term or provision of this Agreement or because of any breach thereof or because of his, her or their execution, approval or attempted execution of this Agreement.

6. HEADINGS

The headings of the several paragraphs of this Agreement are inserted only as a matter of convenience and for reference, and they in no way define, limit or describe the scope or intent of any provision of this Agreement, nor shall they be construed to affect in any way the terms and provisions hereof or the interpretation or construction thereof.

7. SEVERABILITY

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8. GOVERNING LAW

TTM and PG and County agree the laws of the Commonwealth of Pennsylvania shall govern the interpretation of this Agreement. In the event of conflicts between items attached to this Agreement, all documents are controlled by this Agreement.

9. **CONTRACTUAL DISPUTES**

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10. **EXAMINATION OF FINANCIAL RECORDS**

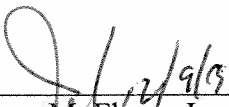
Contractor shall maintain books, program and financial records, documents and other evidence pertaining to costs and expenses related to this Agreement in such detail as will properly reflect all costs of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature for which County funding has been provided under the provisions of this Agreement. The Contractor shall maintain such books, records, documents and other materials in accordance with Generally Accepted Accounting Principles, where applicable. The Contractor shall provide access, during normal business hours, to such books, program and financial records, documents and other evidence upon request of the County Manager, the County Controller or their designees upon receipt of reasonable advance notice, either oral or written. Contractor's books, records, program and financial records, documents and other evidence pertaining to services provided under this Agreement shall be preserved and made available for a period of three (3) years following the termination of this Agreement. The County Manager, the County Controller or their designees may audit, examine, review, photocopy, and/or make excerpts or transcripts of any of Contractor's books, records, program and financial records, documents and other evidence. Any deficiencies noted in any audit reports or otherwise must be fully resolved by the Contractor, to the County's sole satisfaction, within thirty (30) days after the Contractor's receipt of written notice of such deficiencies. Failure of the Contractor to comply with the provisions set forth in this paragraph may constitute a violation of this Agreement and, at the County's sole discretion, may result in the County withholding future payments.

11. COUNTERPARTS

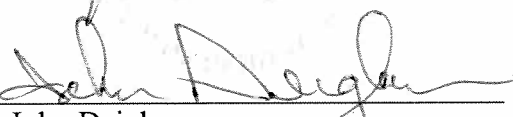
This Agreement may be executed in one or more than one counterpart, and each executed counterpart shall be considered an original, all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, this Agreement is duly executed on the day and year first written above by the parties hereto, who intend themselves to be legally bound thereby.

COUNTY OF ALLEGHENY




James M. Flynn, Jr.
County Manager



John Deighan
Chief Purchasing Officer

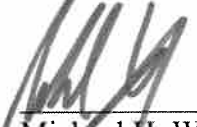
TRIB TOTAL MEDIA, INC.



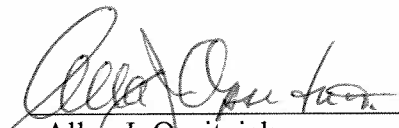
Title: Vice Pres. of Secty.

Witness: 

APPROVED AS TO FORM:



Michael H. Wojcik
County Solicitor



Allan J. Opsitnick
Assistant County Solicitor