

RESOLUTION NO. 14-431

**A RESOLUTION AUTHORIZING THE CITY OF PORT ARTHUR SECTION 4A ECONOMIC DEVELOPMENT CORPORATION TO ADVERTISE IN THE 2014 WINTER DAVOS ISSUE OF EUROPEAN CEO MAGAZINE IN THE NOT-TO-EXCEED AMOUNT OF \$8577.00. EDC ACCOUNT NO. 120-1429-582.59-06**

**WHEREAS**, the City of Port Arthur Section 4A Economic Development Corporation (the "PAEDC") requests to market and advertise Port Arthur as a place to do business on a global market level, highlight economic incentives and promote incentives nationwide so that companies will relocate to Port Arthur; and

**WHEREAS**, European CEO is a leading subscription-based print and online publication, delivered quarterly to c-suite executives in 28 countries throughout Europe; and

**WHEREAS**, at the regular Board meeting on September 9, 2014, the PAEDC Board of Directors voted to advertise in the 2014 Winter DAVOS issue of European CEO Magazine to help promote and develop Port Arthur; and

**WHEREAS**, the print edition of the magazine enjoys a readership of over 54,000 senior executives; and

**WHEREAS**, the City of Port Arthur authorizes PAEDC to advertise Port Arthur in the 2014 Winter DAVOS issue of European CEO Magazine at a cost not to exceed \$8,577.00, and to execute the confirmation of order attached hereto as Exhibit "A".

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ARTHUR, TEXAS:**

**Section 1.** That the facts and opinions in the preamble are true and correct.

**Section 2.** That the City Council approves PAEDC advertising in the 2014 Winter DAVOS issue of European CEO Magazine in the amount of \$8,577.00, and to execute the confirmation of order attached hereto as Exhibit "A".

Section 3. That a copy of the caption of this Ordinance be spread upon the Minutes of the City Council.

READ, ADOPTED AND APPROVED on this 16<sup>th</sup> day of Sept. A.D., 2014, at a Meeting of the City Council of the City of Port Arthur, Texas, by the following vote:

AYES:

Mayor Prince; Mayor Pro Tem Freeman

Councilmembers Bate, Hamilton, Albright  
Moseley and Lewis

NOES: None.

Deloris Prince  
Deloris "Bobbie" Prince, Mayor

ATTEST:

Sherri Bellard  
Sherri Bellard, City Secretary

APPROVED:

Floyd Batiste  
Floyd Batiste, PAEDC CEO



**EXHIBIT "A"**

# EUROPEANCEO

40 Compton Street, London, EC1V 0BD, UK  
Telephone: +44(0) 20 7014 0330 Fax: +44(0) 20 7014 0301

## CONFIRMATION OF ORDER

<b>To:</b> Ranoda McLain-Lee	<b>At:</b> Port Arthur Economic Development Corp.	<b>From:</b> Dawn Hall
<b>Description:</b> Two pages to be used for advert and/or editorial		
<b>Issue:</b> Winter 2014 (Dec-Jan-Feb)		
<b>Copy Deadline:</b> October 10 <sup>th</sup> 2014		
<b>Cost:</b> USD \$8,577 net (Payable against publication of the Winter issue)		
<b>Plus free of charge:</b> Full page advert and one page editorial in the Spring 2015 issue. Also includes full reproduction at <a href="http://www.europeanceo.com">www.europeanceo.com</a> for the three months of the relevant issue with hyper-links direct to your website, if supplied.		

### Orders are accepted subject to the following terms & conditions

1. The placing of your order constitutes a binding contract and financial commitment and will be deemed to have been made at the offices of the publisher. This agreement shall be governed by the laws of England and all parties shall submit to the exclusive jurisdiction of the courts of England.
2. The buyer warrants that any advertisement complies with the British Code of Advertising Practice and does not contravene any of the previous terms & conditions of the Trade Descriptions Act 1968.
3. The buyer warrants that any information given in video or editorial interviews complies with the Communications Act 2003 and the Copyright, Designs and Patents Act 1988.
4. The publisher reserves the right to reject or amend advertisements or other materials supplied by the buyer, and to change dates of publication or broadcast at its absolute discretion, without application to the buyer.
5. The publisher will not be liable for any loss or damage consequential to or otherwise occasioned by error, late publication or the failure of copy or video to appear from any cause whatsoever.
6. The buyer will indemnify the publisher against any damage and/or loss and/or expense which the publisher may incur as direct or indirect consequence of the buyer's announcement.
7. The buyer is responsible for supplying all text, illustrations and any required contact details. The publisher cannot accept responsibility for any losses arising from failure to do so.
8. Copy must be supplied without application from the publisher. In the event of copy instructions not being received the publisher reserves the right to repeat standing copy or to design from any relevant material, brochures, literature etc, at the publisher's absolute discretion.
9. In the case of video interviews, the buyer must conform to the publisher's timetable and requirements and ensure appropriate attendance and preparation for the agreed interview date. Failure to do so will not affect the advertiser's liability for the total price of the order.
10. Copyright of all editorial, graphical and video materials produced remains with the publisher. A licence to use the materials is granted to the buyer as part of this agreement. Use is strictly subject to the publisher's terms of use available at [http://wwwmediagroup.net/Media\\_Terms\\_of\\_Use.html](http://wwwmediagroup.net/Media_Terms_of_Use.html)
11. The publisher cannot accept responsibility for any errors that appear in the buyer's final submitted materials. Where the buyer does not supply materials to the publisher's specification, costs incurred by the publisher for the production of artwork or any other materials will be the responsibility of the buyer.
12. a) No cancellations will be accepted.  
b) Without prejudice to a) above the publisher may, at its absolute discretion, accept cancellations in writing received prior to the production stage. If a cancellation is accepted by the publisher, a fee will be payable equivalent to 50% of the full price of the order which shall become due 7 working days from the date of posting of the publisher's acceptance.  
c) If any cancellation fee is not paid as provided for herein, without prejudice to the rights of the publisher hereby granted to receive the said cancellation fee, the publisher reserves the right to pursue the buyer for the full price of the booking.
13. Credit accounts are strictly net and must be settled on publication, unless otherwise agreed in writing. Fees exclude any local taxes, including withholding taxes. Any local taxes arising from invoices issued shall be the sole responsibility of the buyer. Where withholding taxes are due, the fees will be grossed up so that net payment received by the publisher is equal to the amount stated above.
14. In no circumstances does the placing of an order confer upon the buyer the right to renew on similar terms.
15. These terms & conditions constitute the entire agreement between the buyer and the publisher and supercede all prior agreements, arrangements, understandings and representations (whether oral, written or otherwise). Each party acknowledges that it has not relied on any representation made by the other party unless such representation is expressly included herein, and the buyer warrants that no employee of the publisher has made any promise or undertaking to the buyer not included in this agreement. Printed terms & conditions on any additional documents issued by the buyer or his agent will not be recognised as binding. Special conditions must be subject to mutual agreement.
16. The placing of your order is deemed to be an acceptance of all the above conditions and shall be an express term of any contract.

Kindly sign and return to me, as agreed, on fax number +44 (0) 207 014 0301

Signature \_\_\_\_\_

Position \_\_\_\_\_

Print Name \_\_\_\_\_

Company \_\_\_\_\_