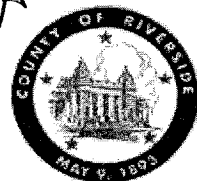


418 A



**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**FROM:** Don Kent, Treasurer/Tax Collector

**SUBMITTAL DATE:**


JUN 22 2011

**SUBJECT:** Publication Agreements for the 2008 Published Delinquent list.

**RECOMMENDED MOTION:** Move that the Board of Supervisors:

- 1) Approve the agreements for the annual publication of the "Published Delinquent List";
- 2) Authorize the Chairman of the Board of Supervisors to execute both copies of each agreement for each of the ten participating newspapers herein enclosed;
- 3) Instruct the Clerk of the Board to return both signed copies of each agreement to the Treasurer-Tax Collector for forwarding to each of the participating newspapers.

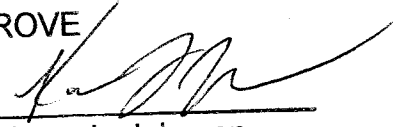
**BACKGROUND:** (Continued on page two)

  
\_\_\_\_\_  
Don Kent, Treasurer-Tax Collector

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 80,000.00	In Current Year Budget:	YES
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	NO
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011-12

<b>SOURCE OF FUNDS:</b> 10000-1400100000-526410	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE

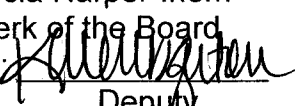
BY:   
Karen L. Johnson

**County Executive Office Signature**

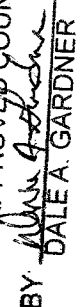
**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Buster, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Benoit and Ashley  
 Nays: None  
 Absent: Tavaglione  
 Date: July 26, 2011  
 xc: Treasurer

Kecia Harper-Ihem  
 Clerk of the Board  
 By:   
 Deputy

3.85

FORM APPROVED COUNTY COUNSEL  
 BY:   
 DALE A. GARDNER  
 DATE: 6/22/11  
 Department: Finance

ATTACHMENTS FILED  
 WITH THE CLERK OF THE BOARD  
 Per Exec. Ofc.:

Policy  
 Policy  
 Consent  
 Consent

**BACKGROUND:**

Under California Law, the Treasurer-Tax Collector is required to make this annual publication. The Treasurer-Tax Collector's 2011-2012 Budget allows that sufficient funds are available to pay the publication costs.

As prescribed by Section 3371 through 3374 of the California Revenue and Taxation Code, "Annually, on or before September 8, the tax collector shall publish the affidavit that the real property on which the taxes, assessments, penalties and costs had not been fully paid are in default, together with a list of all that real property."

As in years past, the County will "divide and distribute the items to be published" as set forth in Sections 3381 through 3385 of said code, because it provides the most direct means of notifying the property owners affected. The tax rate area of the property will determine in which local newspaper the legal notice will appear.

In compliance with the law, the Treasurer-Tax Collector determined the following newspapers were "...the most likely to afford adequate notice to owners of the property": The Press Enterprise Corona-Norco Edition, The Desert Sun, The Press Enterprise Hemet News, The Press Enterprise South West Edition, Palo Verde Valley Times, The Press Enterprise, The Record Gazette in Banning & Beaumont, Riverside County Record, The Press Enterprise Moreno Valley Edition and the Yucaipa/Calimesa News Mirror.

Both copies of each agreement have been signed by an authorized representative of the previously mentioned newspapers and require the publication be at the existing reduced rates for legal advertising and rate schedule as set for the County of Riverside (see Exhibit A). The text and format of the agreement have been approved by County Counsel.

This notice will be published on August 17, 2011 and August 24, 2011 in those newspapers having only a Wednesday publication. Other newspapers will publish on Thursday, August 18, 2011 and August 25, 2011, or on Friday, August 19, 2011 and August 26, 2011.

CALIFORNIA CODES  
REVENUE AND TAXATION CODE  
SECTION 3371-3375

3371. (a) Annually, on or before September 8, the tax collector shall publish the affidavit that the real property on which the taxes, assessments, penalties, and costs had not been fully paid are in default, together with a list of all that real property. However, in any county that mails delinquent notices to the assessees of record before June 30, the tax collector shall publish the affidavit and list of all that real property on or before September 8 of the year following the date of default.

(b) If the tax collector sends reminder notices prior to the close of the fiscal year and annually sends a redemption notice of prior year due taxes, the delinquent notice described in subdivision (a) may be published only for those properties that have been tax-delinquent for three or more years and for which the latest reminder notice or redemption notice was returned to the tax collector as undeliverable.

3372. The notice shall show:

(a) The affidavit of tax default.

(b) The fact that the real property may be redeemed by the payment of the amount of defaulted taxes together with those additional penalties and fees as prescribed by law, or that the real property may be redeemed under an installment plan of redemption.

(c) The official who will furnish all information concerning redemption.

(d) The following information relating to each assessment of tax-defaulted property:

(1) The name of the assessee, and where there is more than one valuation the name of the assessee need be listed only once. For the purposes of this section, the name of the assessee may be the name of the assessee as shown on the current roll.

(2) The description of the property.

(3) The total amount necessary to redeem the property as of the date specified in the publication.

This information required to be published is the "published delinquent list." If any tax-defaulted property is redeemed, the information relating to the property may be omitted from any publication.

3373. Except as provided in Article 1.8 (commencing with Section 3381), the publication shall be made pursuant to Section 6063 of the Government Code in the county. If no newspaper of general circulation is published in the county, the publication shall be made by posting in three public places in the county.

The cost of publication shall be at no more than the rate fixed by the board of supervisors for other county advertising.

3374. Immediately after the publication is completed, the tax

collector shall file with the county recorder a copy of the publication and an attached affidavit. This affidavit is prima facie evidence of the facts stated. The affidavit shall show:

(a) That it is affixed to a true copy of the publication.

(b) The manner of publication.

(c) If the publication was in a newspaper, its name and place of publication and the date of each appearance.

(d) If not published in a newspaper, the places of posting.

The county recorder may destroy such publications and affidavits that have been on file in the recorder's office for more than seven years.

3375. The tax collector shall notify the Controller, in such manner as the Controller shall direct, of all property subject to a "Notice of Lien for Postponed Property Taxes" recorded pursuant to Section 16182 of the Government Code, which:

(a) Becomes tax defaulted subsequent to the date of entry on the secured roll of the information required by paragraph (1) of subdivision (a) of Section 2514; or

(b) Becomes subject to those collection procedures that are available for collection of delinquent taxes or assessments on the unsecured roll.

CALIFORNIA CODES  
REVENUE AND TAXATION CODE  
SECTION 3381-3385

3381. In each county where the tax collector or, if the county is a chartered county, the board of supervisors determines that the public interest, convenience and necessity require the local publication of the delinquent list required by Section 3371, or the published notice of power and intent to sell required by Section 3361, in order to afford adequate notice, all items required to be published shall be published as provided in this article.

After the determination, the tax collector or, if the county is a chartered county, the board of supervisors shall divide and distribute the items to be published and cause the same to be published either within (a) the municipal corporations, (b) the elementary, high school, or junior college districts, (c) the supervisorial districts, (d) judicial districts, (e) tax districts, areas included in map books, or tax code areas, or (f) by any annexation or annexations of same, or any combination of same, or any combination of those districts, annexations, areas included in map books, and code areas, within the county as they shall determine most likely to afford adequate notice to owners of the property.

Except as provided in this article, the publication shall be in the same manner as provided in Article 1.7 (commencing with Section 3371).

The publication provided for in this article shall be made once a week for two successive weeks in a newspaper or newspapers of general circulation. The publication shall be made in a newspaper published not less frequently than once a week.

3382. Annually, the board of supervisors shall let the contracts for publication of the published delinquent list, or the published notice of power and intent to sell, and shall determine the rate to be paid for those publications or any portions thereof.

The publication rate shall be based on a common denominator of measurement for all newspapers and may be graduated according to circulation.

3383. The contracts for the publications shall include the publication of the proper portion of the published list and all other items relating to that portion of the published list required by law to be published.

3384. The board of supervisors may provide by order for mailing to each assessee on the published delinquent list a copy of the items delinquent assessed to him and, if so ordered, the copy shall be mailed to the assessee at his address as shown on the roll. This section gives no one any right to receive the copy of items delinquent, and neither the county nor any office or employee is liable for failure of the assessee to receive the copy or for any mistake in connection with the mailing.

3385. In ordering mailing of a copy of items delinquent, the board of supervisors may do either of the following:

- (a) Authorize the tax collector to perform the mailing.
- (b) Include, or authorize the inclusion of the mailing as an item in the contracts for publication of the published delinquent list.

## AGREEMENT

This Agreement is made by and between the County of Riverside, hereinafter referred to as the County, and The Press Enterprise, publisher of the Southwest Edition, and authorized CEO Ronald R. Redfern, hereinafter referred to as the Publisher. The Treasurer-Tax Collector of the County of Riverside is hereinafter referred to as the Treasurer-Tax Collector, whose address is, County Administrative Center, P O Box 12005, 4080 Lemon Street, 4th Floor, Riverside, California 92502.

NOW THEREFORE, in consideration of the mutual covenants contained herein, to parties hereto agree as follows:

Section 1. Duties of Publisher. The Publisher agrees as follows:

- A. To publish in all regular editions of the The Press Enterprise, publisher of the Southwest Edition once a week for two successive weeks, on August 19th 2011 and August 26th 2011, the PUBLISHED DELINQUENT LIST, and other items required by law to be published with said notice in the following tax rated areas: 05-000,08-000, 13-000, 23-000, 24-000, 25-000, 26-000, 65-000 & 94-000
- B. The material to be published shall be as contained in documentation supplied by the Tax Collector. The form of the text and titles shall be as specified by the Tax Collector.
- C. The size and style and type for the text shall be not less than six point and no more than six point nonpareil solid type, or as may be otherwise specified by the Tax Collector.
- D. The same type shall be used for both publication dates; the type as set for the first publication shall not be broken up and reset for the second publication.
- E. After the type has been initially set, proofread and corrected by the publisher, one copy of all galley proofs shall be submitted to the Tax Collector for purposes of making corrections, additions, deletions and other changes. The Tax Collector shall have the right to make corrections, additions, deletions and changes until all revised galley proofs are returned to the Publisher with final approval of the Tax Collector for publication. Redemption of all properties within the tax rate area(s) shown above will eliminate the publication in its entirety, and will result in no cost to the Tax Collector under this Agreement.
  1. Original proofs which have been proofread and corrected by the Publisher shall be transmitted by the Publisher to the Tax Collector within five (5) days after the original documentation is received by the Publisher from the Tax Collector. The Proofs shall be returned to the Tax Collector by means of personal messenger, by first class mail, or by e-mail.
  2. A revised Proof, as corrected by the Tax Collector, shall be transmitted by the publisher to the Tax Collector within two (2) days after the corrected original Proof is received by the Publisher from the Tax Collector. The Proofs, shall be returned to the Tax Collector by means of personal messenger, by first class mail, or by e-mail.

JUL 26 2011 3:35

- F. A copy of the revised Proof in slick Proof form for final approval for publication by the Tax Collector shall be submitted to the Tax Collector by personal messenger, first class mail, or e-mail at least one week prior to the date of the first publication.
- G. On the day of the first publication, the Publisher shall deliver by messenger or deposit in the mail for delivery to the Tax Collector, four (4) copies of the entire newspaper containing the first publication.

On the day of the second publication, the Publisher shall deliver by messenger or deposit in the mail for delivery to the Tax Collector, two (2) copies of the entire newspaper containing the second publication.

- H. Within 24 hours after the second publication, two affidavits of publication made by the Publisher or its authorized representative shall be delivered to the Tax Collector or deposited in the mail for delivery to the Tax Collector. Said affidavits shall be attached to a copy of the entire publication. Said affidavits shall be submitted in the form prescribed by the State Controller as follows:



AFFIDAVIT OF PUBLICATION

(Name of Newspaper)

(Title of Notice)

STATE OF CALIFORNIA ) ss.  
County of \_\_\_\_\_ )

\_\_\_\_\_ of the said  
County, being duly sworn, deposes and says:

THAT \_\_\_(s)he is and at all the times herein mentioned was a citizen of the United States, over the age of twenty-one years, and that \_\_\_(s)he is not a party to, nor interested in the above entitled matter; that \_\_\_\_\_(s)he is the \* \_\_\_\_\_ of the printer of (Name of Newspaper), a newspaper of general circulation, adjudicated by court decree dated \_\_\_\_\_, 20\_\_\_\_, printed and published weekly/daily in the City of \_\_\_\_\_, County of \_\_\_\_\_, and which newspaper is published for the dissemination of local news and intelligence of a general character, and which newspaper at all the time herein mentioned had and still has a bona fide subscription list of paying subscribers, and which newspaper has been established, printed and published at regular intervals in the City of \_\_\_\_\_, County of \_\_\_\_\_, for a period exceeding \_\_\_\_\_ years next preceding the date of publication of the notice hereinafter referred to; and which newspaper is not devoted to nor published for the interests, entertainment or instruction of a particular class, profession, trade, calling, race, or denomination, or any number of same; that the notice of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

\* (Name of Foreman of the Printer or Principal Clerk of the Printer)

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
Notary Public in and for the County of \_\_\_\_\_, State of California.

- I. If there is an error by the Publisher in the publications required under 1.A. above, the Publisher shall republish the NOTICE at no cost to the County

Section 2. Duties of Tax Collector. The County agrees as follows:

- A. To use the services of the Publisher for the publication of that portion of the Published Delinquent List in the tax rate area(s) set forth in Section 1.A. above.
- B. To pay the Publisher for such services at the rates specified in Exhibit "A", a copy of which is attached hereto as and incorporated into this Agreement by this reference.
- C. Payment by the County is conditional upon full performance by the Publisher of this Agreement. Payment for both publications as set forth in Section 1.A. above shall be authorized by the Tax Collector and subsequently made by the County immediately after the second publication is completed in accordance with Section 1. above, and the Publisher has provided the Tax Collector with one (1) copy of an invoice setting forth the number of column squares; whether it is an 8 or 6 column publication, or the number of lines in each publication; the dates of each publication; the amount due for each publication; and the total amount due for both publications.
- D. Failure by the Publisher to perform in accordance with this Agreement shall exclude the Publisher from participation in the distribution of future publications by the Tax Collector. This remedy is not exclusive, and County may pursue any other available remedy at law or in equity for breach of this Agreement by Publisher.

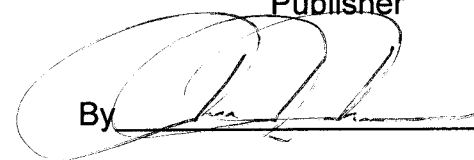
Section 3. Mutual Agreements. The parties further mutually agree as follows:

- A. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
- B. This Agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California.
- C. Any waiver by County of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the County to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping County from enforcement hereof.
- D. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid,

void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Dated: 6/10/11

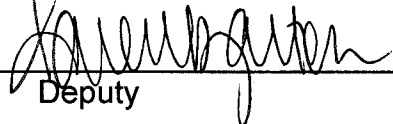
Publisher

By 

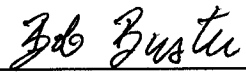
Name Ronald R. Redfern  
 Title CEO and Publisher  
The Press-Enterprise

Dated: JUL 26 2011

ATTEST  
Kecia Haper-Ihem, Clerk of the Board

By   
Deputy

COUNTY OF RIVERSIDE

By   
Chairperson of the Board

BOB BUSTER

DATED: 6/22/11  
FORM APPROVED BY COUNTY COUNSEL

BY   
Dale Gardner

# THE PRESS-ENTERPRISE

## 2009 LEGAL ADVERTISING RATE & CONVERSION TABLES

Legal Advertising Newspaper Industry Standard is a 10 column x 21" Page Image Format.  
 Retail Newspaper Standard Advertising Unit (SAU) is a 6 column x 21" Page Image Format.  
 Legal Page Image Width in Inches is 10.499" or 62p11.9 picas.

### Legal Rates:

Legal Columns	Page Depth	Total Inches	Column Inch Rate	Cost Per Page
10	21	210	\$18.20	\$3,822.00
			\$16.80	\$3,528.00

Columns x depth x rate = Page cost

One day rate.  
 2nd + day rate.

\*Open rate is \$22.40 per column inch. Riverside County rate is equivalent to a 19% discount.

### One Day Rate Conversion:

Legal Columns	Page Depth	Total Inches	Cost Per Page	Converted Inch Rate
8	21	168	\$3,822.00	\$22.75
6		126	\$3,822.00	\$30.33

Page cost / total inches = Converted rate

8 Column converted rate  
 6 Column converted rate

### 2nd + Day Rate Conversion:

Legal Columns	Page Depth	Total Inches	Cost Per Page	Converted Inch Rate
8	21	168	\$3,528.00	\$21.00
6		126	\$3,528.00	\$28.00

Page cost / total inches = Converted rate

8 Column converted rate  
 6 Column converted rate

Large legal advertisements require additional time for formatting and setting type.

# EXHIBIT A

2009 The Press-Enterprise Legal Advertising Rates

Costs	1st	Subsequent
Per Agate Line	\$1.30	\$1.20
Per Column Inch	\$18.20	\$16.80
Per Column Square		
(a) 8 Column	\$22.75	\$21.00
(b) 6 Column	\$30.33	\$28.00

CLASSIFIED / LEGAL			
10 COLUMN			
5.1 Point Gutter			
Column	Picas	Inches	Points
1	5p11	0.986	71.0
2	12p3.1	2.043	147.1
3	18p7.2	3.100	223.2
4	24p11.3	4.157	299.3
5	31p3.4	5.214	375.4
6	37p7.5	6.271	451.5
7	43p11.6	7.328	527.6
8	50p3.7	8.385	603.7
9	56p7.8	9.442	679.8
10	62p11.9	10.499	755.9

**EXHIBIT A**  
**PAGE 2**

## AGREEMENT

This Agreement is made by and between the County of Riverside, hereinafter referred to as the County, and Riverside County Record, and authorized CEO David Harding Barnes, hereinafter referred to as the Publisher. The Treasurer-Tax Collector of the County of Riverside is hereinafter referred to as the Treasurer-Tax Collector, whose address is, County Administrative Center, P O Box 12005, 4080 Lemon Street, 4th Floor, Riverside, California 92502.

NOW THEREFORE, in consideration of the mutual covenants contained herein, to parties hereto agree as follows:

Section 1. Duties of Publisher. The Publisher agrees as follows:

- A. To publish in all regular editions of the Riverside County Record once a week for two successive weeks, on August 18th 2011 and August 25th 2011, the PUBLISHED DELINQUENT LIST, and other items required by law to be published with said notice in the following tax rated areas: 99-000
- B. The material to be published shall be as contained in documentation supplied by the Tax Collector. The form of the text and titles shall be as specified by the Tax Collector.
- C. The size and style and type for the text shall be not less than six point and no more than six point nonpareil solid type, or as may be otherwise specified by the Tax Collector.
- D. The same type shall be used for both publication dates; the type as set for the first publication shall not be broken up and reset for the second publication.
- E. After the type has been initially set, proofread and corrected by the publisher, one copy of all galley proofs shall be submitted to the Tax Collector for purposes of making corrections, additions, deletions and other changes. The Tax Collector shall have the right to make corrections, additions, deletions and changes until all revised galley proofs are returned to the Publisher with final approval of the Tax Collector for publication. Redemption of all properties within the tax rate area(s) shown above will eliminate the publication in its entirety, and will result in no cost to the Tax Collector under this Agreement.
  1. Original proofs which have been proofread and corrected by the Publisher shall be transmitted by the Publisher to the Tax Collector within five (5) days after the original documentation is received by the Publisher from the Tax Collector. The Proofs shall be returned to the Tax Collector by means of personal messenger, by first class mail, or by e-mail.
  2. A revised Proof, as corrected by the Tax Collector, shall be transmitted by the publisher to the Tax Collector within two (2) days after the corrected original Proof is received by the Publisher from the Tax Collector. The Proofs, shall be returned to the Tax Collector by means of personal messenger, by first class mail, or by e-mail.

JUL 26 2011 3:05

- F. A copy of the revised Proof in slick Proof form for final approval for publication by the Tax Collector shall be submitted to the Tax Collector by personal messenger, first class mail, or e-mail at least one week prior to the date of the first publication.
- G. On the day of the first publication, the Publisher shall deliver by messenger or deposit in the mail for delivery to the Tax Collector, four (4) copies of the entire newspaper containing the first publication.

On the day of the second publication, the Publisher shall deliver by messenger or deposit in the mail for delivery to the Tax Collector, two (2) copies of the entire newspaper containing the second publication.

- H. Within 24 hours after the second publication, two affidavits of publication made by the Publisher or its authorized representative shall be delivered to the Tax Collector or deposited in the mail for delivery to the Tax Collector. Said affidavits shall be attached to a copy of the entire publication. Said affidavits shall be submitted in the form prescribed by the State Controller as follows:

AFFIDAVIT OF PUBLICATION

(Name of Newspaper)

(Title of Notice)

STATE OF CALIFORNIA ) ss.  
County of \_\_\_\_\_ )

\_\_\_\_\_ of the said  
County, being duly sworn, deposes and says:

THAT \_\_\_(s)he is and at all the times herein mentioned was a citizen of the United States, over the age of twenty-one years, and that \_\_\_(s)he is not a party to, nor interested in the above entitled matter; that \_\_\_\_\_(s)he is the \* \_\_\_\_\_ of the printer of (Name of Newspaper), a newspaper of general circulation, adjudicated by court decree dated \_\_\_\_\_, 20\_\_\_\_, printed and published weekly/daily in the City of \_\_\_\_\_, County of \_\_\_\_\_, and which newspaper is published for the dissemination of local news and intelligence of a general character, and which newspaper at all the time herein mentioned had and still has a bona fide subscription list of paying subscribers, and which newspaper has been established, printed and published at regular intervals in the City of \_\_\_\_\_, County of \_\_\_\_\_, for a period exceeding \_\_\_\_\_ years next preceding the date of publication of the notice hereinafter referred to; and which newspaper is not devoted to nor published for the interests, entertainment or instruction of a particular class, profession, trade, calling, race, or denomination, or any number of same; that the notice of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

\* (Name of Foreman of the Printer or Principal Clerk of the Printer)

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
Notary Public in and for the County of \_\_\_\_\_, State of California.



- I. If there is an error by the Publisher in the publications required under 1.A. above, the Publisher shall republish the NOTICE at no cost to the County

Section 2. Duties of Tax Collector. The County agrees as follows:

- A. To use the services of the Publisher for the publication of that portion of the Published Delinquent List in the tax rate area(s) set forth in Section 1.A. above.
- B. To pay the Publisher for such services at the rates specified in Exhibit "A", a copy of which is attached hereto as and incorporated into this Agreement by this reference.
- C. Payment by the County is conditional upon full performance by the Publisher of this Agreement. Payment for both publications as set forth in Section 1.A. above shall be authorized by the Tax Collector and subsequently made by the County immediately after the second publication is completed in accordance with Section 1. above, and the Publisher has provided the Tax Collector with one (1) copy of an invoice setting forth the number of column squares; whether it is an 8 or 6 column publication, or the number of lines in each publication; the dates of each publication; the amount due for each publication; and the total amount due for both publications.
- D. Failure by the Publisher to perform in accordance with this Agreement shall exclude the Publisher from participation in the distribution of future publications by the Tax Collector. This remedy is not exclusive, and County may pursue any other available remedy at law or in equity for breach of this Agreement by Publisher.

Section 3. Mutual Agreements. The parties further mutually agree as follows:

- A. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
- B. This Agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California.
- C. Any waiver by County of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the County to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping County from enforcement hereof.
- D. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid,

void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Dated: June 9, 2011

Publisher

By David H. Brewes

Name David H. Brewes  
Title Publisher

Dated: JUL 26 2011

COUNTY OF RIVERSIDE

ATTEST  
Kecia Haper-Ihem, Clerk of the Board

By Bob Buster  
Chairperson of the Board

BOB BUSTER

By [Signature]  
Deputy

DATED: 6/22/11  
FORM APPROVED BY COUNTY COUNSEL

BY [Signature]  
Dale Gardner

# THE PRESS-ENTERPRISE

## 2009 LEGAL ADVERTISING RATE & CONVERSION TABLES

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 Retail Newspaper Standard Advertising Unit (SAU) is a 6 column x 21" Page Image Format.  
 Legal Page Image Width in Inches is 10.499" or 62p11.9 picas.

### Legal Rates:

Legal Columns	Page Depth	Total Inches	County Inch Rate	Cost Per Page
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			\$16.80	\$3,528.00

Columns x depth x rate = Page cost

One day rate.  
 2nd + day rate.

\*Open rate is \$22.40 per column inch. Riverside County rate is equivalent to a 19% discount.

### One Day Rate Conversion:

Legal Columns	Page Depth	Total Inches	Cost Per Page	Converted Inch Rate
8	21	168	\$3,822.00	\$22.75
6		126	\$3,822.00	\$30.33

Page cost / total inches = Converted rate

8 Column converted rate  
 6 Column converted rate

### 2nd + Day Rate Conversion:

Legal Columns	Page Depth	Total Inches	Cost Per Page	Converted Inch Rate
8	21	168	\$3,528.00	\$21.00
6		126	\$3,528.00	\$28.00

Page cost / total inches = Converted rate

8 Column converted rate  
 6 Column converted rate

Large legal advertisements require additional time for formatting and setting type.

# EXHIBIT A

**2009 The Press-Enterprise Legal Advertising Rates**

Costs	1st	Subsequent
Per Agate Line	\$1.30	\$1.20
Per Column Inch	\$18.20	\$16.80
Per Column Square		
(a) 8 Column	\$22.75	\$21.00
(b) 6 Column	\$30.33	\$28.00

<b>CLASSIFIED / LEGAL</b>			
<b>10 COLUMN</b>			
<b>5.1 Point Gutter</b>			
Column	Picas	Inches	Points
1	5p11	0.986	71.0
2	12p3.1	2.043	147.1
3	18p7.2	3.100	223.2
4	24p11.3	4.157	299.3
5	31p3.4	5.214	375.4
6	37p7.5	6.271	451.5
7	43p11.6	7.328	527.6
8	50p3.7	8.385	603.7
9	56p7.8	9.442	679.8
10	62p11.9	10.499	755.9

## AGREEMENT

This Agreement is made by and between the County of Riverside, hereinafter referred to as the County, and The Record Gazette, and authorized CEO David Berkowitz, hereinafter referred to as the Publisher. The Treasurer-Tax Collector of the County of Riverside is hereinafter referred to as the Treasurer-Tax Collector, whose address is, County Administrative Center, P O Box 12005, 4080 Lemon Street, 4th Floor, Riverside, California 92502.

NOW THEREFORE, in consideration of the mutual covenants contained herein, to parties hereto agree as follows:

Section 1. Duties of Publisher. The Publisher agrees as follows:

- A. To publish in all regular editions of the The Record Gazette once a week for two successive weeks, on August 19th 2011 and August 26th 2011, the PUBLISHED DELINQUENT LIST, and other items required by law to be published with said notice in the following tax rated areas: 01-000, 02-000, 55-000 & 56-000
- B. The material to be published shall be as contained in documentation supplied by the Tax Collector. The form of the text and titles shall be as specified by the Tax Collector.
- C. The size and style and type for the text shall be not less than six point and no more than six point nonpareil solid type, or as may be otherwise specified by the Tax Collector.
- D. The same type shall be used for both publication dates; the type as set for the first publication shall not be broken up and reset for the second publication.
- E. After the type has been initially set, proofread and corrected by the publisher, one copy of all galley proofs shall be submitted to the Tax Collector for purposes of making corrections, additions, deletions and other changes. The Tax Collector shall have the right to make corrections, additions, deletions and changes until all revised galley proofs are returned to the Publisher with final approval of the Tax Collector for publication. Redemption of all properties within the tax rate area(s) shown above will eliminate the publication in its entirety, and will result in no cost to the Tax Collector under this Agreement.
  1. Original proofs which have been proofread and corrected by the Publisher shall be transmitted by the Publisher to the Tax Collector within five (5) days after the original documentation is received by the Publisher from the Tax Collector. The Proofs shall be returned to the Tax Collector by means of personal messenger, by first class mail, or by e-mail.
  2. A revised Proof, as corrected by the Tax Collector, shall be transmitted by the publisher to the Tax Collector within two (2) days after the corrected original Proof is received by the Publisher from the Tax Collector. The Proofs, shall be returned to the Tax Collector by means of personal messenger, by first class mail, or by e-mail.

JUL 26 2011 3.05

F. A copy of the revised Proof in slick Proof form for final approval for publication by the Tax Collector shall be submitted to the Tax Collector by personal messenger, first class mail, or e-mail at least one week prior to the date of the first publication.

G. On the day of the first publication, the Publisher shall deliver by messenger or deposit in the mail for delivery to the Tax Collector, four (4) copies of the entire newspaper containing the first publication.

On the day of the second publication, the Publisher shall deliver by messenger or deposit in the mail for delivery to the Tax Collector, two (2) copies of the entire newspaper containing the second publication.

H. Within 24 hours after the second publication, two affidavits of publication made by the Publisher or its authorized representative shall be delivered to the Tax Collector or deposited in the mail for delivery to the Tax Collector. Said affidavits shall be attached to a copy of the entire publication. Said affidavits shall be submitted in the form prescribed by the State Controller as follows:

AFFIDAVIT OF PUBLICATION

(Name of Newspaper)

(Title of Notice)

STATE OF CALIFORNIA ) ss.  
County of \_\_\_\_\_ )

\_\_\_\_\_ of the said  
County, being duly sworn, deposes and says:

THAT \_\_\_(s)he is and at all the times herein mentioned was a citizen of the United States, over the age of twenty-one years, and that \_\_\_(s)he is not a party to, nor interested in the above entitled matter; that \_\_\_\_\_(s)he is the \* \_\_\_\_\_ of the printer of (Name of Newspaper), a newspaper of general circulation, adjudicated by court decree dated \_\_\_\_\_, 20\_\_\_\_, printed and published weekly/daily in the City of \_\_\_\_\_, County of \_\_\_\_\_, and which newspaper is published for the dissemination of local news and intelligence of a general character, and which newspaper at all the time herein mentioned had and still has a bona fide subscription list of paying subscribers, and which newspaper has been established, printed and published at regular intervals in the City of \_\_\_\_\_, County of \_\_\_\_\_, for a period exceeding \_\_\_\_\_ years next preceding the date of publication of the notice hereinafter referred to; and which newspaper is not devoted to nor published for the interests, entertainment or instruction of a particular class, profession, trade, calling, race, or denomination, or any number of same; that the notice of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

\* (Name of Foreman of the Printer or Principal Clerk of the Printer)

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
Notary Public in and for the County of \_\_\_\_\_, State of California.

- I. If there is an error by the Publisher in the publications required under 1.A. above, the Publisher shall republish the NOTICE at no cost to the County

Section 2. Duties of Tax Collector. The County agrees as follows:

- A. To use the services of the Publisher for the publication of that portion of the Published Delinquent List in the tax rate area(s) set forth in Section 1.A. above.
- B. To pay the Publisher for such services at the rates specified in Exhibit "A", a copy of which is attached hereto as and incorporated into this Agreement by this reference.
- C. Payment by the County is conditional upon full performance by the Publisher of this Agreement. Payment for both publications as set forth in Section 1.A. above shall be authorized by the Tax Collector and subsequently made by the County immediately after the second publication is completed in accordance with Section 1. above, and the Publisher has provided the Tax Collector with one (1) copy of an invoice setting forth the number of column squares; whether it is an 8 or 6 column publication, or the number of lines in each publication; the dates of each publication; the amount due for each publication; and the total amount due for both publications.
- D. Failure by the Publisher to perform in accordance with this Agreement shall exclude the Publisher from participation in the distribution of future publications by the Tax Collector. This remedy is not exclusive, and County may pursue any other available remedy at law or in equity for breach of this Agreement by Publisher.

Section 3. Mutual Agreements. The parties further mutually agree as follows:

- A. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
- B. This Agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California.
- C. Any waiver by County of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the County to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping County from enforcement hereof.
- D. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid,



void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Dated: 6/9/11

Publisher

By David Berkowitz

Name DAVID BERKOWITZ  
Title PUBLISHER

Dated: JUL 26 2011

COUNTY OF RIVERSIDE

ATTEST  
Kecia Haper-Ihem, Clerk of the Board

By Bob Buster  
Chairperson of the Board

By [Signature]  
Deputy

BOB BUSTER

DATED: 6/22/11  
FORM APPROVED BY COUNTY COUNSEL

BY [Signature]  
Dale Gardner

# THE PRESS-ENTERPRISE

## 2009 LEGAL ADVERTISING RATE & CONVERSION TABLES

Legal Advertising Newspaper Industry Standard is a 10 column x 21" Page Image Format.  
 Retail Newspaper Standard Advertising Unit (SAU) is a 6 column x 21" Page Image Format.  
 Legal Page Image Width in Inches is 10.499" or 62p11.9 picas.

### Legal Rates:

Legal Columns	Page Depth	Total Inches	County Inch Rate	Cost Per Page
10	21	210	\$18.20	\$3,822.00
			\$16.80	\$3,528.00

Columns x depth x rate = Page cost

One day rate.  
 2nd + day rate.

\*Open rate is \$22.40 per column inch. Riverside County rate is equivalent to a 19% discount.

### One Day Rate Conversion:

Legal Columns	Page Depth	Total Inches	Cost Per Page	Converted Inch Rate
8	21	168	\$3,822.00	\$22.75
6		126	\$3,822.00	\$30.33

Page cost / total inches = Converted rate

8 Column converted rate  
 6 Column converted rate

### 2nd + Day Rate Conversion:

Legal Columns	Page Depth	Total Inches	Cost Per Page	Converted Inch Rate
8	21	168	\$3,528.00	\$21.00
6		126	\$3,528.00	\$28.00

Page cost / total inches = Converted rate

8 Column converted rate  
 6 Column converted rate

Large legal advertisements require additional time for formatting and setting type.

# EXHIBIT A

**2009 The Press-Enterprise Legal Advertising Rates**

Costs	1st	Subsequent
Per Agate Line	\$1.30	\$1.20
Per Column Inch	\$18.20	\$16.80
Per Column Square		
(a) 8 Column	\$22.75	\$21.00
(b) 6 Column	\$30.33	\$28.00

<b>CLASSIFIED / LEGAL</b>			
<b>10 COLUMN</b>			
<b>5.1 Point Gutter</b>			
Column	Picas	Inches	Points
1	5p11	0.986	71.0
2	12p3.1	2.043	147.1
3	18p7.2	3.100	223.2
4	24p11.3	4.157	299.3
5	31p3.4	5.214	375.4
6	37p7.5	6.271	451.5
7	43p11.6	7.328	527.6
8	50p3.7	8.385	603.7
9	56p7.8	9.442	679.8
10	62p11.9	10.499	755.9

## AGREEMENT

This Agreement is made by and between the County of Riverside, hereinafter referred to as the County, and The Press Enterprise, publisher of the Press-Enterprise Edition, and authorized CEO Ronald R. Redfern, hereinafter referred to as the Publisher. The Treasurer-Tax Collector of the County of Riverside is hereinafter referred to as the Treasurer-Tax Collector, whose address is, County Administrative Center, P O Box 12005, 4080 Lemon Street, 4th Floor, Riverside, California 92502.

NOW THEREFORE, in consideration of the mutual covenants contained herein, to parties hereto agree as follows:

Section 1. Duties of Publisher. The Publisher agrees as follows:

- A. To publish in all regular editions of the The Press Enterprise, publisher of the Press-Enterprise Edition once a week for two successive weeks, on August 18th 2011 and August 25th 2011, the PUBLISHED DELINQUENT LIST, and other items required by law to be published with said notice in the following tax rated areas: 09-000, 27-000, 54-000, 62-000, 68-000, 82-000, 83-000, 88-000, 89-000 & 98-000
- B. The material to be published shall be as contained in documentation supplied by the Tax Collector. The form of the text and titles shall be as specified by the Tax Collector.
- C. The size and style and type for the text shall be not less than six point and no more than six point nonpareil solid type, or as may be otherwise specified by the Tax Collector.
- D. The same type shall be used for both publication dates; the type as set for the first publication shall not be broken up and reset for the second publication.
- E. After the type has been initially set, proofread and corrected by the publisher, one copy of all galley proofs shall be submitted to the Tax Collector for purposes of making corrections, additions, deletions and other changes. The Tax Collector shall have the right to make corrections, additions, deletions and changes until all revised galley proofs are returned to the Publisher with final approval of the Tax Collector for publication. Redemption of all properties within the tax rate area(s) shown above will eliminate the publication in its entirety, and will result in no cost to the Tax Collector under this Agreement.
  1. Original proofs which have been proofread and corrected by the Publisher shall be transmitted by the Publisher to the Tax Collector within five (5) days after the original documentation is received by the Publisher from the Tax Collector. The Proofs shall be returned to the Tax Collector by means of personal messenger, by first class mail, or by e-mail.
  2. A revised Proof, as corrected by the Tax Collector, shall be transmitted by the publisher to the Tax Collector within two (2) days after the corrected original Proof is received by the Publisher from the Tax Collector. The Proofs, shall be returned to the Tax Collector by means of personal messenger, by first class mail, or by e-mail.

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- F. A copy of the revised Proof in slick Proof form for final approval for publication by the Tax Collector shall be submitted to the Tax Collector by personal messenger, first class mail, or e-mail at least one week prior to the date of the first publication.
- G. On the day of the first publication, the Publisher shall deliver by messenger or deposit in the mail for delivery to the Tax Collector, four (4) copies of the entire newspaper containing the first publication.

On the day of the second publication, the Publisher shall deliver by messenger or deposit in the mail for delivery to the Tax Collector, two (2) copies of the entire newspaper containing the second publication.

- H. Within 24 hours after the second publication, two affidavits of publication made by the Publisher or its authorized representative shall be delivered to the Tax Collector or deposited in the mail for delivery to the Tax Collector. Said affidavits shall be attached to a copy of the entire publication. Said affidavits shall be submitted in the form prescribed by the State Controller as follows:

AFFIDAVIT OF PUBLICATION

(Name of Newspaper)

(Title of Notice)

STATE OF CALIFORNIA ) ss.  
County of \_\_\_\_\_ )

\_\_\_\_\_ of the said  
County, being duly sworn, deposes and says:

THAT \_\_\_(s)he is and at all the times herein mentioned was a citizen of the United States, over the age of twenty-one years, and that \_\_\_(s)he is not a party to, nor interested in the above entitled matter; that \_\_\_\_\_(s)he is the \* \_\_\_\_\_ of the printer of (Name of Newspaper), a newspaper of general circulation, adjudicated by court decree dated \_\_\_\_\_, 20\_\_\_\_, printed and published weekly/daily in the City of \_\_\_\_\_, County of \_\_\_\_\_, and which newspaper is published for the dissemination of local news and intelligence of a general character, and which newspaper at all the time herein mentioned had and still has a bona fide subscription list of paying subscribers, and which newspaper has been established, printed and published at regular intervals in the City of \_\_\_\_\_, County of \_\_\_\_\_, for a period exceeding \_\_\_\_\_ years next preceding the date of publication of the notice hereinafter referred to; and which newspaper is not devoted to nor published for the interests, entertainment or instruction of a particular class, profession, trade, calling, race, or denomination, or any number of same; that the notice of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

\* (Name of Foreman of the Printer or Principal Clerk of the Printer)

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
Notary Public in and for the County of \_\_\_\_\_, State of California.

- I. If there is an error by the Publisher in the publications required under 1.A. above, the Publisher shall republish the NOTICE at no cost to the County

Section 2. Duties of Tax Collector. The County agrees as follows:

- A. To use the services of the Publisher for the publication of that portion of the Published Delinquent List in the tax rate area(s) set forth in Section 1.A. above.
- B. To pay the Publisher for such services at the rates specified in Exhibit "A", a copy of which is attached hereto as and incorporated into this Agreement by this reference.
- C. Payment by the County is conditional upon full performance by the Publisher of this Agreement. Payment for both publications as set forth in Section 1.A. above shall be authorized by the Tax Collector and subsequently made by the County immediately after the second publication is completed in accordance with Section 1. above, and the Publisher has provided the Tax Collector with one (1) copy of an invoice setting forth the number of column squares; whether it is an 8 or 6 column publication, or the number of lines in each publication; the dates of each publication; the amount due for each publication; and the total amount due for both publications.
- D. Failure by the Publisher to perform in accordance with this Agreement shall exclude the Publisher from participation in the distribution of future publications by the Tax Collector. This remedy is not exclusive, and County may pursue any other available remedy at law or in equity for breach of this Agreement by Publisher.

Section 3. Mutual Agreements. The parties further mutually agree as follows:

- A. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
- B. This Agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California.
- C. Any waiver by County of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the County to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping County from enforcement hereof.
- D. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid,

void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Dated: 6/10/11

Publisher

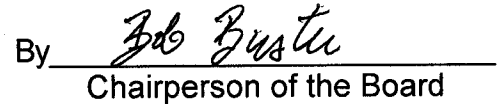
By 

Ronald R. Redfern  
Name CEO and Publisher  
Title The Press-Enterprise

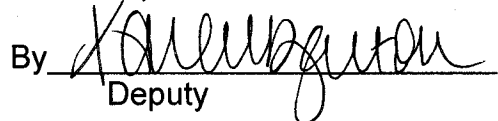
Dated: JUL 26 2011

COUNTY OF RIVERSIDE

ATTEST  
Kecia Haper-Ihem, Clerk of the Board

By   
Chairperson of the Board

BOB BUSTER

By   
Deputy

DATED: 6/22/11  
FORM APPROVED BY COUNTY COUNSEL

BY   
Dale Gardner



# THE PRESS-ENTERPRISE

## 2009 LEGAL ADVERTISING RATE & CONVERSION TABLES

Legal Advertising Newspaper Industry Standard is a 10 column x 21" Page Image Format.  
 Retail Newspaper Standard Advertising Unit (SAU) is a 6 column x 21" Page Image Format.  
 Legal Page Image Width in Inches is 10.499" or 62p11.9 picas.

### Legal Rates:

Legal Columns	Page Depth	Total Inches	County Inch Rate	Cost Per Page
10	21	210	\$18.20	\$3,822.00
			\$16.80	\$3,528.00

Columns x depth x rate = Page cost

One day rate.  
 2nd + day rate.

\*Open rate is \$22.40 per column inch. Riverside County rate is equivalent to a 19% discount.

### One Day Rate Conversion:

Legal Columns	Page Depth	Total Inches	Cost Per Page	Converted Inch Rate
8	21	168	\$3,822.00	\$22.75
6		126	\$3,822.00	\$30.33

Page cost / total inches = Converted rate

8 Column converted rate  
 6 Column converted rate

### 2nd + Day Rate Conversion:

Legal Columns	Page Depth	Total Inches	Cost Per Page	Converted Inch Rate
8	21	168	\$3,528.00	\$21.00
6		126	\$3,528.00	\$28.00

Page cost / total inches = Converted rate

8 Column converted rate  
 6 Column converted rate

Large legal advertisements require additional time for formatting and setting type.

# EXHIBIT A

**2009 The Press-Enterprise Legal Advertising Rates**

Costs	1st	Subsequent
Per Agate Line	\$1.30	\$1.20
Per Column Inch	\$18.20	\$16.80
Per Column Square		
(a) 8 Column	\$22.75	\$21.00
(b) 6 Column	\$30.33	\$28.00

<b>CLASSIFIED / LEGAL</b>			
<b>10 COLUMN</b>			
<b>5.1 Point Gutter</b>			
Column	Picas	Inches	Points
1	5p11	0.986	71.0
2	12p3.1	2.043	147.1
3	18p7.2	3.100	223.2
4	24p11.3	4.157	299.3
5	31p3.4	5.214	375.4
6	37p7.5	6.271	451.5
7	43p11.6	7.328	527.6
8	50p3.7	8.385	603.7
9	56p7.8	9.442	679.8
10	62p11.9	10.499	755.9

**EXHIBIT A**  
**PAGE 2**

## AGREEMENT

This Agreement is made by and between the County of Riverside, hereinafter referred to as the County, and Palo Verde Valley Times, and authorized CEO Debbie White-Hoel, hereinafter referred to as the Publisher. The Treasurer-Tax Collector of the County of Riverside is hereinafter referred to as the Treasurer-Tax Collector, whose address is, County Administrative Center, P O Box 12005, 4080 Lemon Street, 4th Floor, Riverside, California 92502.

NOW THEREFORE, in consideration of the mutual covenants contained herein, to parties hereto agree as follows:

Section 1. Duties of Publisher. The Publisher agrees as follows:

- A. To publish in all regular editions of the Palo Verde Valley Times once a week for two successive weeks, on August 17th 2011 and August 24th 2011, the PUBLISHED DELINQUENT LIST, and other items required by law to be published with said notice in the following tax rated areas: 03-000 & 85-000
- B. The material to be published shall be as contained in documentation supplied by the Tax Collector. The form of the text and titles shall be as specified by the Tax Collector.
- C. The size and style and type for the text shall be not less than six point and no more than six point nonpareil solid type, or as may be otherwise specified by the Tax Collector.
- D. The same type shall be used for both publication dates; the type as set for the first publication shall not be broken up and reset for the second publication.
- E. After the type has been initially set, proofread and corrected by the publisher, one copy of all galley proofs shall be submitted to the Tax Collector for purposes of making corrections, additions, deletions and other changes. The Tax Collector shall have the right to make corrections, additions, deletions and changes until all revised galley proofs are returned to the Publisher with final approval of the Tax Collector for publication. Redemption of all properties within the tax rate area(s) shown above will eliminate the publication in its entirety, and will result in no cost to the Tax Collector under this Agreement.
  1. Original proofs which have been proofread and corrected by the Publisher shall be transmitted by the Publisher to the Tax Collector within five (5) days after the original documentation is received by the Publisher from the Tax Collector. The Proofs shall be returned to the Tax Collector by means of personal messenger, by first class mail, or by e-mail.
  2. A revised Proof, as corrected by the Tax Collector, shall be transmitted by the publisher to the Tax Collector within two (2) days after the corrected original Proof is received by the Publisher from the Tax Collector. The Proofs, shall be returned to the Tax Collector by means of personal messenger, by first class mail, or by e-mail.

JUL 26 2011 3.85

- F. A copy of the revised Proof in slick Proof form for final approval for publication by the Tax Collector shall be submitted to the Tax Collector by personal messenger, first class mail, or e-mail at least one week prior to the date of the first publication.
- G. On the day of the first publication, the Publisher shall deliver by messenger or deposit in the mail for delivery to the Tax Collector, four (4) copies of the entire newspaper containing the first publication.

On the day of the second publication, the Publisher shall deliver by messenger or deposit in the mail for delivery to the Tax Collector, two (2) copies of the entire newspaper containing the second publication.

- H. Within 24 hours after the second publication, two affidavits of publication made by the Publisher or its authorized representative shall be delivered to the Tax Collector or deposited in the mail for delivery to the Tax Collector. Said affidavits shall be attached to a copy of the entire publication. Said affidavits shall be submitted in the form prescribed by the State Controller as follows:

AFFIDAVIT OF PUBLICATION

(Name of Newspaper)

(Title of Notice)

STATE OF CALIFORNIA ) ss.  
County of \_\_\_\_\_ )

\_\_\_\_\_ of the said  
County, being duly sworn, deposes and says:

THAT \_\_\_(s)he is and at all the times herein mentioned was a citizen of the United States, over the age of twenty-one years, and that \_\_\_(s)he is not a party to, nor interested in the above entitled matter; that \_\_\_\_\_(s)he is the \* \_\_\_\_\_ of the printer of (Name of Newspaper), a newspaper of general circulation, adjudicated by court decree dated \_\_\_\_\_, 20\_\_\_\_, printed and published weekly/daily in the City of \_\_\_\_\_, County of \_\_\_\_\_, and which newspaper is published for the dissemination of local news and intelligence of a general character, and which newspaper at all the time herein mentioned had and still has a bona fide subscription list of paying subscribers, and which newspaper has been established, printed and published at regular intervals in the City of \_\_\_\_\_, County of \_\_\_\_\_, for a period exceeding \_\_\_\_\_ years next preceding the date of publication of the notice hereinafter referred to; and which newspaper is not devoted to nor published for the interests, entertainment or instruction of a particular class, profession, trade, calling, race, or denomination, or any number of same; that the notice of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

\* (Name of Foreman of the Printer or Principal Clerk of the Printer)

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
Notary Public in and for the County of \_\_\_\_\_, State of California.

- I. If there is an error by the Publisher in the publications required under 1.A. above, the Publisher shall republish the NOTICE at no cost to the County

Section 2. Duties of Tax Collector. The County agrees as follows:

- A. To use the services of the Publisher for the publication of that portion of the Published Delinquent List in the tax rate area(s) set forth in Section 1.A. above.
- B. To pay the Publisher for such services at the rates specified in Exhibit "A", a copy of which is attached hereto as and incorporated into this Agreement by this reference.
- C. Payment by the County is conditional upon full performance by the Publisher of this Agreement. Payment for both publications as set forth in Section 1.A. above shall be authorized by the Tax Collector and subsequently made by the County immediately after the second publication is completed in accordance with Section 1. above, and the Publisher has provided the Tax Collector with one (1) copy of an invoice setting forth the number of column squares; whether it is an 8 or 6 column publication, or the number of lines in each publication; the dates of each publication; the amount due for each publication; and the total amount due for both publications.
- D. Failure by the Publisher to perform in accordance with this Agreement shall exclude the Publisher from participation in the distribution of future publications by the Tax Collector. This remedy is not exclusive, and County may pursue any other available remedy at law or in equity for breach of this Agreement by Publisher.

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- A. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
- B. This Agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California.
- C. Any waiver by County of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the County to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping County from enforcement hereof.
- D. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid,

void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Dated: 6/17/11

Publisher

By Debbie White

Name Debbie White  
Title Publisher

Dated: JUL 26 2011

COUNTY OF RIVERSIDE

ATTEST  
Kecia Haper-Ihem, Clerk of the Board

By Bob Buster  
Chairperson of the Board

By [Signature]  
Deputy

BOB BUSTER

DATED: 6/22/11  
FORM APPROVED BY COUNTY COUNSEL

BY [Signature]  
Dale Gardner

# THE PRESS-ENTERPRISE

## 2009 LEGAL ADVERTISING RATE & CONVERSION TABLES

Legal Advertising Newspaper Industry Standard is a 10 column x 21" Page Image Format.  
 Retail Newspaper Standard Advertising Unit (SAU) is a 6 column x 21" Page Image Format.  
 Legal Page Image Width in Inches is 10.499" or 62p11.9 picas.

### Legal Rates:

Legal Columns	Page Depth	Total Inches	County Inch Rate	Cost Per Page
10	21	210	\$18.20	\$3,822.00
			\$16.80	\$3,528.00

Columns x depth x rate = Page cost

One day rate.  
 2nd + day rate.

\*Open rate is \$22.40 per column inch. Riverside County rate is equivalent to a 19% discount.

### One Day Rate Conversion:

Legal Columns	Page Depth	Total Inches	Cost Per Page	Converted Inch Rate
8	21	168	\$3,822.00	\$22.75
6		126	\$3,822.00	\$30.33

Page cost / total inches = Converted rate

8 Column converted rate  
 6 Column converted rate

### 2nd + Day Rate Conversion:

Legal Columns	Page Depth	Total Inches	Cost Per Page	Converted Inch Rate
8	21	168	\$3,528.00	\$21.00
6		126	\$3,528.00	\$28.00

Page cost / total inches = Converted rate

8 Column converted rate  
 6 Column converted rate

Large legal advertisements require additional time for formatting and setting type.

# EXHIBIT A



**2009 The Press-Enterprise Legal Advertising Rates**

Costs	1st	Subsequent
Per Agate Line	\$1.30	\$1.20
Per Column Inch	\$18.20	\$16.80
Per Column Square		
(a) 8 Column	\$22.75	\$21.00
(b) 6 Column	\$30.33	\$28.00

<b>CLASSIFIED / LEGAL</b>			
<b>10 COLUMN</b>			
<b>5.1 Point Gutter</b>			
Column	Picas	Inches	Points
1	5p11	0.986	71.0
2	12p3.1	2.043	147.1
3	18p7.2	3.100	223.2
4	24p11.3	4.157	299.3
5	31p3.4	5.214	375.4
6	37p7.5	6.271	451.5
7	43p11.6	7.328	527.6
8	50p3.7	8.385	603.7
9	56p7.8	9.442	679.8
10	62p11.9	10.499	755.9

## AGREEMENT

This Agreement is made by and between the County of Riverside, hereinafter referred to as the County, and News Mirror, and authorized CEO Toebe Bush, hereinafter referred to as the Publisher. The Treasurer-Tax Collector of the County of Riverside is hereinafter referred to as the Treasurer-Tax Collector, whose address is, County Administrative Center, P O Box 12005, 4080 Lemon Street, 4th Floor, Riverside, California 92502.

NOW THEREFORE, in consideration of the mutual covenants contained herein, to parties hereto agree as follows:

Section 1. Duties of Publisher. The Publisher agrees as follows:

- A. To publish in all regular editions of the News Mirror once a week for two successive weeks, on August 19th 2011 and August 26th 2011, the PUBLISHED DELINQUENT LIST, and other items required by law to be published with said notice in the following tax rated areas: 22-000 & 97-000
- B. The material to be published shall be as contained in documentation supplied by the Tax Collector. The form of the text and titles shall be as specified by the Tax Collector.
- C. The size and style and type for the text shall be not less than six point and no more than six point nonpareil solid type, or as may be otherwise specified by the Tax Collector.
- D. The same type shall be used for both publication dates; the type as set for the first publication shall not be broken up and reset for the second publication.
- E. After the type has been initially set, proofread and corrected by the publisher, one copy of all galley proofs shall be submitted to the Tax Collector for purposes of making corrections, additions, deletions and other changes. The Tax Collector shall have the right to make corrections, additions, deletions and changes until all revised galley proofs are returned to the Publisher with final approval of the Tax Collector for publication. Redemption of all properties within the tax rate area(s) shown above will eliminate the publication in its entirety, and will result in no cost to the Tax Collector under this Agreement.
  1. Original proofs which have been proofread and corrected by the Publisher shall be transmitted by the Publisher to the Tax Collector within five (5) days after the original documentation is received by the Publisher from the Tax Collector. The Proofs shall be returned to the Tax Collector by means of personal messenger, by first class mail, or by e-mail.
  2. A revised Proof, as corrected by the Tax Collector, shall be transmitted by the publisher to the Tax Collector within two (2) days after the corrected original Proof is received by the Publisher from the Tax Collector. The Proofs, shall be returned to the Tax Collector by means of personal messenger, by first class mail, or by e-mail.

JUL 26 2011 3:85

- F. A copy of the revised Proof in slick Proof form for final approval for publication by the Tax Collector shall be submitted to the Tax Collector by personal messenger, first class mail, or e-mail at least one week prior to the date of the first publication.
- G. On the day of the first publication, the Publisher shall deliver by messenger or deposit in the mail for delivery to the Tax Collector, four (4) copies of the entire newspaper containing the first publication.

On the day of the second publication, the Publisher shall deliver by messenger or deposit in the mail for delivery to the Tax Collector, two (2) copies of the entire newspaper containing the second publication.

- H. Within 24 hours after the second publication, two affidavits of publication made by the Publisher or its authorized representative shall be delivered to the Tax Collector or deposited in the mail for delivery to the Tax Collector. Said affidavits shall be attached to a copy of the entire publication. Said affidavits shall be submitted in the form prescribed by the State Controller as follows:

AFFIDAVIT OF PUBLICATION

(Name of Newspaper)

(Title of Notice)

STATE OF CALIFORNIA ) ss.  
County of \_\_\_\_\_ )

\_\_\_\_\_ of the said  
County, being duly sworn, deposes and says:

THAT \_\_\_(s)he is and at all the times herein mentioned was a citizen of the United States, over the age of twenty-one years, and that \_\_\_(s)he is not a party to, nor interested in the above entitled matter; that \_\_\_\_\_(s)he is the \* \_\_\_\_\_ of the printer of (Name of Newspaper), a newspaper of general circulation, adjudicated by court decree dated \_\_\_\_\_, 20\_\_\_\_, printed and published weekly/daily in the City of \_\_\_\_\_, County of \_\_\_\_\_, and which newspaper is published for the dissemination of local news and intelligence of a general character, and which newspaper at all the time herein mentioned had and still has a bona fide subscription list of paying subscribers, and which newspaper has been established, printed and published at regular intervals in the City of \_\_\_\_\_, County of \_\_\_\_\_, for a period exceeding \_\_\_\_\_ years next preceding the date of publication of the notice hereinafter referred to; and which newspaper is not devoted to nor published for the interests, entertainment or instruction of a particular class, profession, trade, calling, race, or denomination, or any number of same; that the notice of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

\* (Name of Foreman of the Printer or Principal Clerk of the Printer)

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
Notary Public in and for the County of \_\_\_\_\_, State of California.

- I. If there is an error by the Publisher in the publications required under 1.A. above, the Publisher shall republish the NOTICE at no cost to the County

Section 2. Duties of Tax Collector. The County agrees as follows:

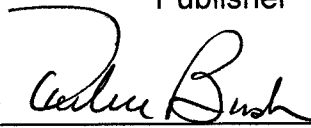
- A. To use the services of the Publisher for the publication of that portion of the Published Delinquent List in the tax rate area(s) set forth in Section 1.A. above.
- B. To pay the Publisher for such services at the rates specified in Exhibit "A", a copy of which is attached hereto as and incorporated into this Agreement by this reference.
- C. Payment by the County is conditional upon full performance by the Publisher of this Agreement. Payment for both publications as set forth in Section 1.A. above shall be authorized by the Tax Collector and subsequently made by the County immediately after the second publication is completed in accordance with Section 1. above, and the Publisher has provided the Tax Collector with one (1) copy of an invoice setting forth the number of column squares; whether it is an 8 or 6 column publication, or the number of lines in each publication; the dates of each publication; the amount due for each publication; and the total amount due for both publications.
- D. Failure by the Publisher to perform in accordance with this Agreement shall exclude the Publisher from participation in the distribution of future publications by the Tax Collector. This remedy is not exclusive, and County may pursue any other available remedy at law or in equity for breach of this Agreement by Publisher.

Section 3. Mutual Agreements. The parties further mutually agree as follows:

- A. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
- B. This Agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California.
- C. Any waiver by County of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the County to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping County from enforcement hereof.
- D. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid,

void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

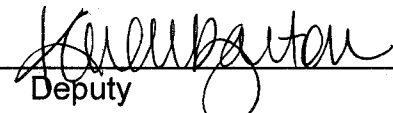
Dated: 6/14/11

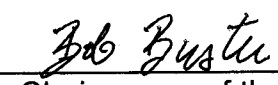
Publisher  
By 

Name Torbe Bush  
Title Publisher

Dated: JUL 26 2011

ATTEST  
Kecia Haper-Ihem, Clerk of the Board

By   
Deputy

COUNTY OF RIVERSIDE  
By   
Chairperson of the Board

BOB BUSTER

DATED: 6/22/11  
FORM APPROVED BY COUNTY COUNSEL

BY   
Dale Gardner

# THE PRESS-ENTERPRISE

## 2009 LEGAL ADVERTISING RATE & CONVERSION TABLES

Legal Advertising Newspaper Industry Standard is a 10 column x 21" Page Image Format.  
 Retail Newspaper Standard Advertising Unit (SAU) is a 6 column x 21" Page Image Format.  
 Legal Page Image Width in Inches is 10.499" or 62p11.9 picas.

### Legal Rates:

Legal Columns	Page Depth	Total Inches	County Inch Rate	Cost Per Page
10	21	210	\$18.20	\$3,822.00
			\$16.80	\$3,528.00

Columns x depth x rate = Page cost

One day rate.  
 2nd + day rate.

\*Open rate is \$22.40 per column inch. Riverside County rate is equivalent to a 19% discount.

### One Day Rate Conversion:

Legal Columns	Page Depth	Total Inches	Cost Per Page	Converted Inch Rate
8	21	168	\$3,822.00	\$22.75
6		126	\$3,822.00	\$30.33

Page cost / total inches = Converted rate

8 Column converted rate  
 6 Column converted rate

### 2nd + Day Rate Conversion:

Legal Columns	Page Depth	Total Inches	Cost Per Page	Converted Inch Rate
8	21	168	\$3,528.00	\$21.00
6		126	\$3,528.00	\$28.00

Page cost / total inches = Converted rate

8 Column converted rate  
 6 Column converted rate

Large legal advertisements require additional time for formatting and setting type.

# EXHIBIT A

**2009 The Press-Enterprise Legal Advertising Rates**

Costs	1st	Subsequent
Per Agate Line	\$1.30	\$1.20
Per Column Inch	\$18.20	\$16.80
Per Column Square		
(a) 8 Column	\$22.75	\$21.00
(b) 6 Column	\$30.33	\$28.00

<b>CLASSIFIED / LEGAL</b>			
<b>10 COLUMN</b>			
<b>5.1 Point Gutter</b>			
Column	Picas	Inches	Points
1	5p11	0.986	71.0
2	12p3.1	2.043	147.1
3	18p7.2	3.100	223.2
4	24p11.3	4.157	299.3
5	31p3.4	5.214	375.4
6	37p7.5	6.271	451.5
7	43p11.6	7.328	527.6
8	50p3.7	8.385	603.7
9	56p7.8	9.442	679.8
10	62p11.9	10.499	755.9

**EXHIBIT A**  
**PAGE 2**



## AGREEMENT

This Agreement is made by and between the County of Riverside, hereinafter referred to as the County, and The Press Enterprise, publisher of the Moreno Valley Edition, and authorized CEO Ronald R. Redfern, hereinafter referred to as the Publisher. The Treasurer-Tax Collector of the County of Riverside is hereinafter referred to as the Treasurer-Tax Collector, whose address is, County Administrative Center, P O Box 12005, 4080 Lemon Street, 4th Floor, Riverside, California 92502.

NOW THEREFORE, in consideration of the mutual covenants contained herein, to parties hereto agree as follows:

Section 1. Duties of Publisher. The Publisher agrees as follows:

- A. To publish in all regular editions of the The Press Enterprise, publisher of the Moreno Valley Edition once a week for two successive weeks, on August 19th 2011 and August 26th 2011, the PUBLISHED DELINQUENT LIST, and other items required by law to be published with said notice in the following tax rated areas: 21-000, 80-000 & 87-000
- B. The material to be published shall be as contained in documentation supplied by the Tax Collector. The form of the text and titles shall be as specified by the Tax Collector.
- C. The size and style and type for the text shall be not less than six point and no more than six point nonpareil solid type, or as may be otherwise specified by the Tax Collector.
- D. The same type shall be used for both publication dates; the type as set for the first publication shall not be broken up and reset for the second publication.
- E. After the type has been initially set, proofread and corrected by the publisher, one copy of all galley proofs shall be submitted to the Tax Collector for purposes of making corrections, additions, deletions and other changes. The Tax Collector shall have the right to make corrections, additions, deletions and changes until all revised galley proofs are returned to the Publisher with final approval of the Tax Collector for publication. Redemption of all properties within the tax rate area(s) shown above will eliminate the publication in its entirety, and will result in no cost to the Tax Collector under this Agreement.
  1. Original proofs which have been proofread and corrected by the Publisher shall be transmitted by the Publisher to the Tax Collector within five (5) days after the original documentation is received by the Publisher from the Tax Collector. The Proofs shall be returned to the Tax Collector by means of personal messenger, by first class mail, or by e-mail.
  2. A revised Proof, as corrected by the Tax Collector, shall be transmitted by the publisher to the Tax Collector within two (2) days after the corrected original Proof is received by the Publisher from the Tax Collector. The Proofs, shall be returned to the Tax Collector by means of personal messenger, by first class mail, or by e-mail.

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- F. A copy of the revised Proof in slick Proof form for final approval for publication by the Tax Collector shall be submitted to the Tax Collector by personal messenger, first class mail, or e-mail at least one week prior to the date of the first publication.
- G. On the day of the first publication, the Publisher shall deliver by messenger or deposit in the mail for delivery to the Tax Collector, four (4) copies of the entire newspaper containing the first publication.

On the day of the second publication, the Publisher shall deliver by messenger or deposit in the mail for delivery to the Tax Collector, two (2) copies of the entire newspaper containing the second publication.

- H. Within 24 hours after the second publication, two affidavits of publication made by the Publisher or its authorized representative shall be delivered to the Tax Collector or deposited in the mail for delivery to the Tax Collector. Said affidavits shall be attached to a copy of the entire publication. Said affidavits shall be submitted in the form prescribed by the State Controller as follows:

AFFIDAVIT OF PUBLICATION

(Name of Newspaper)

(Title of Notice)

STATE OF CALIFORNIA ) ss.  
County of \_\_\_\_\_ )

\_\_\_\_\_ of the said  
County, being duly sworn, deposes and says:

THAT \_\_\_(s)he is and at all the times herein mentioned was a citizen of the United States, over the age of twenty-one years, and that \_\_\_(s)he is not a party to, nor interested in the above entitled matter; that \_\_\_\_\_(s)he is the \* \_\_\_\_\_ of the printer of (Name of Newspaper), a newspaper of general circulation, adjudicated by court decree dated \_\_\_\_\_, 20\_\_\_\_, printed and published weekly/daily in the City of \_\_\_\_\_, County of \_\_\_\_\_, and which newspaper is published for the dissemination of local news and intelligence of a general character, and which newspaper at all the time herein mentioned had and still has a bona fide subscription list of paying subscribers, and which newspaper has been established, printed and published at regular intervals in the City of \_\_\_\_\_, County of \_\_\_\_\_, for a period exceeding \_\_\_\_\_ years next preceding the date of publication of the notice hereinafter referred to; and which newspaper is not devoted to nor published for the interests, entertainment or instruction of a particular class, profession, trade, calling, race, or denomination, or any number of same; that the notice of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

\* (Name of Foreman of the Printer or Principal Clerk of the Printer)

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
Notary Public in and for the County of \_\_\_\_\_, State of California.

- I. If there is an error by the Publisher in the publications required under 1.A. above, the Publisher shall republish the NOTICE at no cost to the County

Section 2. Duties of Tax Collector. The County agrees as follows:

- A. To use the services of the Publisher for the publication of that portion of the Published Delinquent List in the tax rate area(s) set forth in Section 1.A. above.
- B. To pay the Publisher for such services at the rates specified in Exhibit "A", a copy of which is attached hereto as and incorporated into this Agreement by this reference.
- C. Payment by the County is conditional upon full performance by the Publisher of this Agreement. Payment for both publications as set forth in Section 1.A. above shall be authorized by the Tax Collector and subsequently made by the County immediately after the second publication is completed in accordance with Section 1. above, and the Publisher has provided the Tax Collector with one (1) copy of an invoice setting forth the number of column squares; whether it is an 8 or 6 column publication, or the number of lines in each publication; the dates of each publication; the amount due for each publication; and the total amount due for both publications.
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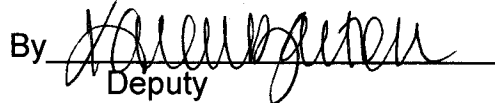
Dated: 6/14/11


Publisher  
By 

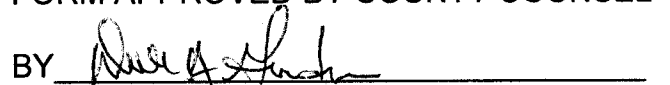
**Ronald R. Redfern**  
Name CEO and Publisher  
Title The Press-Enterprise

Dated: JUL 26 2011

ATTEST  
Kecia Haper-Ihem, Clerk of the Board

By   
Deputy

COUNTY OF RIVERSIDE  
By   
Chairperson of the Board  
**BOB BUSTER**

DATED: 6/22/11  
FORM APPROVED BY COUNTY COUNSEL  
BY   
Dale Gardner

# THE PRESS-ENTERPRISE

## 2009 LEGAL ADVERTISING RATE & CONVERSION TABLES

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Columns x depth x rate = Page cost

One day rate.  
 2nd + day rate.

\*\*Open rate is \$22.40 per column inch. Riverside County rate is equivalent to a 19% discount.

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### 2nd + Day Rate Conversion:

Legal Columns	Page Depth	Total Inches	Cost Per Page	Converted Inch Rate
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5.1 Point Gutter			
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9	56p7.8	9.442	679.8
10	62p11.9	10.499	755.9

## AGREEMENT

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NOW THEREFORE, in consideration of the mutual covenants contained herein, to parties hereto agree as follows:

Section 1. Duties of Publisher. The Publisher agrees as follows:

- A. To publish in all regular editions of the The Press Enterprise, publisher of the Hemet News Edition once a week for two successive weeks, on August 18th 2011 and August 25th 2011, the PUBLISHED DELINQUENT LIST, and other items required by law to be published with said notice in the following tax rated areas: 06-000, 10-000, 71-000 & 91-000
- B. The material to be published shall be as contained in documentation supplied by the Tax Collector. The form of the text and titles shall be as specified by the Tax Collector.
- C. The size and style and type for the text shall be not less than six point and no more than six point nonpareil solid type, or as may be otherwise specified by the Tax Collector.
- D. The same type shall be used for both publication dates; the type as set for the first publication shall not be broken up and reset for the second publication.
- E. After the type has been initially set, proofread and corrected by the publisher, one copy of all galley proofs shall be submitted to the Tax Collector for purposes of making corrections, additions, deletions and other changes. The Tax Collector shall have the right to make corrections, additions, deletions and changes until all revised galley proofs are returned to the Publisher with final approval of the Tax Collector for publication. Redemption of all properties within the tax rate area(s) shown above will eliminate the publication in its entirety, and will result in no cost to the Tax Collector under this Agreement.
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- F. A copy of the revised Proof in slick Proof form for final approval for publication by the Tax Collector shall be submitted to the Tax Collector by personal messenger, first class mail, or e-mail at least one week prior to the date of the first publication.
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On the day of the second publication, the Publisher shall deliver by messenger or deposit in the mail for delivery to the Tax Collector, two (2) copies of the entire newspaper containing the second publication.

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(Name of Newspaper)

(Title of Notice)

STATE OF CALIFORNIA ) ss.  
County of \_\_\_\_\_ )

\_\_\_\_\_ of the said  
County, being duly sworn, deposes and says:

THAT \_\_\_(s)he is and at all the times herein mentioned was a citizen of the United States, over the age of twenty-one years, and that \_\_\_(s)he is not a party to, nor interested in the above entitled matter; that \_\_\_\_\_(s)he is the \* \_\_\_\_\_ of the printer of (Name of Newspaper), a newspaper of general circulation, adjudicated by court decree dated \_\_\_\_\_, 20\_\_\_\_, printed and published weekly/daily in the City of \_\_\_\_\_, County of \_\_\_\_\_, and which newspaper is published for the dissemination of local news and intelligence of a general character, and which newspaper at all the time herein mentioned had and still has a bona fide subscription list of paying subscribers, and which newspaper has been established, printed and published at regular intervals in the City of \_\_\_\_\_, County of \_\_\_\_\_, for a period exceeding \_\_\_\_\_ years next preceding the date of publication of the notice hereinafter referred to; and which newspaper is not devoted to nor published for the interests, entertainment or instruction of a particular class, profession, trade, calling, race, or denomination, or any number of same; that the notice of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

\* (Name of Foreman of the Printer or Principal Clerk of the Printer)

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
Notary Public in and for the County of \_\_\_\_\_, State of California.

- I. If there is an error by the Publisher in the publications required under 1.A. above, the Publisher shall republish the NOTICE at no cost to the County

Section 2. Duties of Tax Collector. The County agrees as follows:

- A. To use the services of the Publisher for the publication of that portion of the Published Delinquent List in the tax rate area(s) set forth in Section 1.A. above.
- B. To pay the Publisher for such services at the rates specified in Exhibit "A", a copy of which is attached hereto as and incorporated into this Agreement by this reference.
- C. Payment by the County is conditional upon full performance by the Publisher of this Agreement. Payment for both publications as set forth in Section 1.A. above shall be authorized by the Tax Collector and subsequently made by the County immediately after the second publication is completed in accordance with Section 1. above, and the Publisher has provided the Tax Collector with one (1) copy of an invoice setting forth the number of column squares; whether it is an 8 or 6 column publication, or the number of lines in each publication; the dates of each publication; the amount due for each publication; and the total amount due for both publications.
- D. Failure by the Publisher to perform in accordance with this Agreement shall exclude the Publisher from participation in the distribution of future publications by the Tax Collector. This remedy is not exclusive, and County may pursue any other available remedy at law or in equity for breach of this Agreement by Publisher.


Section 3. Mutual Agreements. The parties further mutually agree as follows:

- A. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
- B. This Agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California.
- C. Any waiver by County of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the County to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping County from enforcement hereof.
- D. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid,

void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Dated: 6/10/11

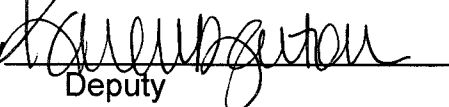
Publisher

By 

Name Ronald R. Redfern  
 Title CEO and Publisher  
The Press-Enterprise

Dated: JUL 26 2011

ATTEST  
Kecia Haper-Ihem, Clerk of the Board

By   
Deputy

COUNTY OF RIVERSIDE

By   
Chairperson of the Board

BOB BUSTER

DATED: 6/22/11  
FORM APPROVED BY COUNTY COUNSEL

BY   
Dale Gardner

# THE PRESS-ENTERPRISE

## 2009 LEGAL ADVERTISING RATE & CONVERSION TABLES

Legal Advertising Newspaper Industry Standard is a 10 column x 21" Page Image Format.  
 Retail Newspaper Standard Advertising Unit (SAU) is a 6 column x 21" Page Image Format.  
 Legal Page Image Width in Inches is 10.499" or 62p11.9 picas.

### Legal Rates:

Legal Columns	Page Depth	Total Inches	County Inch Rate	Cost Per Page
10	21	210	\$18.20	\$3,822.00
			\$16.80	\$3,528.00

Columns x depth x rate = Page cost

One day rate.  
 2nd + day rate.

\*Open rate is \$22.40 per column inch. Riverside County rate is equivalent to a 19% discount.

### One Day Rate Conversion:

Legal Columns	Page Depth	Total Inches	Cost Per Page	Converted Inch Rate
8	21	168	\$3,822.00	\$22.75
6		126	\$3,822.00	\$30.33

Page cost / total inches = Converted rate

8 Column converted rate  
 6 Column converted rate

### 2nd + Day Rate Conversion:

Legal Columns	Page Depth	Total Inches	Cost Per Page	Converted Inch Rate
8	21	168	\$3,528.00	\$21.00
6		126	\$3,528.00	\$28.00

Page cost / total inches = Converted rate

8 Column converted rate  
 6 Column converted rate

Large legal advertisements require additional time for formatting and setting type.

# EXHIBIT A

2009 The Press-Enterprise Legal Advertising Rates

Costs	1st	Subsequent
Per Agate Line	\$1.30	\$1.20
Per Column Inch	\$18.20	\$16.80
Per Column Square		
(a) 8 Column	\$22.75	\$21.00
(b) 6 Column	\$30.33	\$28.00

CLASSIFIED / LEGAL			
10 COLUMN			
5.1 Point Gutter			
Column	Picas	Inches	Points
1	5p11	0.986	71.0
2	12p3.1	2.043	147.1
3	18p7.2	3.100	223.2
4	24p11.3	4.157	299.3
5	31p3.4	5.214	375.4
6	37p7.5	6.271	451.5
7	43p11.6	7.328	527.6
8	50p3.7	8.385	603.7
9	56p7.8	9.442	679.8
10	62p11.9	10.499	755.9

**EXHIBIT A**

**PAGE 2**

## AGREEMENT

This Agreement is made by and between the County of Riverside, hereinafter referred to as the County, and The Desert Sun, and authorized CEO Mark Winkler, hereinafter referred to as the Publisher. The Treasurer-Tax Collector of the County of Riverside is hereinafter referred to as the Treasurer-Tax Collector, whose address is, County Administrative Center, P O Box 12005, 4080 Lemon Street, 4th Floor, Riverside, California 92502.

NOW THEREFORE, in consideration of the mutual covenants contained herein, to parties hereto agree as follows:

Section 1. Duties of Publisher. The Publisher agrees as follows:

- A. To publish in all regular editions of the The Desert Sun once a week for two successive weeks, on August 18th 2011 and August 25th 2011, the PUBLISHED DELINQUENT LIST, and other items required by law to be published with said notice in the following tax rated areas: 07-000, 11-000, 12-000, 14-000, 16-000, 17-000, 18-000, 19-000, 20-000, 58-000, 61-000 & 75-000
- B. The material to be published shall be as contained in documentation supplied by the Tax Collector. The form of the text and titles shall be as specified by the Tax Collector.
- C. The size and style and type for the text shall be not less than six point and no more than six point nonpareil solid type, or as may be otherwise specified by the Tax Collector.
- D. The same type shall be used for both publication dates; the type as set for the first publication shall not be broken up and reset for the second publication.
- E. After the type has been initially set, proofread and corrected by the publisher, one copy of all galley proofs shall be submitted to the Tax Collector for purposes of making corrections, additions, deletions and other changes. The Tax Collector shall have the right to make corrections, additions, deletions and changes until all revised galley proofs are returned to the Publisher with final approval of the Tax Collector for publication. Redemption of all properties within the tax rate area(s) shown above will eliminate the publication in its entirety, and will result in no cost to the Tax Collector under this Agreement.
  1. Original proofs which have been proofread and corrected by the Publisher shall be transmitted by the Publisher to the Tax Collector within five (5) days after the original documentation is received by the Publisher from the Tax Collector. The Proofs shall be returned to the Tax Collector by means of personal messenger, by first class mail, or by e-mail.
  2. A revised Proof, as corrected by the Tax Collector, shall be transmitted by the publisher to the Tax Collector within two (2) days after the corrected original Proof is received by the Publisher from the Tax Collector. The Proofs, shall be returned to the Tax Collector by means of personal messenger, by first class mail, or by e-mail.

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- F. A copy of the revised Proof in slick Proof form for final approval for publication by the Tax Collector shall be submitted to the Tax Collector by personal messenger, first class mail, or e-mail at least one week prior to the date of the first publication.
- G. On the day of the first publication, the Publisher shall deliver by messenger or deposit in the mail for delivery to the Tax Collector, four (4) copies of the entire newspaper containing the first publication.

On the day of the second publication, the Publisher shall deliver by messenger or deposit in the mail for delivery to the Tax Collector, two (2) copies of the entire newspaper containing the second publication.

- H. Within 24 hours after the second publication, two affidavits of publication made by the Publisher or its authorized representative shall be delivered to the Tax Collector or deposited in the mail for delivery to the Tax Collector. Said affidavits shall be attached to a copy of the entire publication. Said affidavits shall be submitted in the form prescribed by the State Controller as follows:



AFFIDAVIT OF PUBLICATION

(Name of Newspaper)

(Title of Notice)

STATE OF CALIFORNIA ) ss.  
County of \_\_\_\_\_ )

\_\_\_\_\_ of the said  
County, being duly sworn, deposes and says:

THAT \_\_\_(s)he is and at all the times herein mentioned was a citizen of the United States, over the age of twenty-one years, and that \_\_\_(s)he is not a party to, nor interested in the above entitled matter; that \_\_\_\_\_(s)he is the \* \_\_\_\_\_ of the printer of (Name of Newspaper), a newspaper of general circulation, adjudicated by court decree dated \_\_\_\_\_, 20\_\_\_\_, printed and published weekly/daily in the City of \_\_\_\_\_, County of \_\_\_\_\_, and which newspaper is published for the dissemination of local news and intelligence of a general character, and which newspaper at all the time herein mentioned had and still has a bona fide subscription list of paying subscribers, and which newspaper has been established, printed and published at regular intervals in the City of \_\_\_\_\_, County of \_\_\_\_\_, for a period exceeding \_\_\_\_\_ years next preceding the date of publication of the notice hereinafter referred to; and which newspaper is not devoted to nor published for the interests, entertainment or instruction of a particular class, profession, trade, calling, race, or denomination, or any number of same; that the notice of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

\* (Name of Foreman of the Printer or Principal Clerk of the Printer)

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
Notary Public in and for the County of \_\_\_\_\_, State of California.

- I. If there is an error by the Publisher in the publications required under 1.A. above, the Publisher shall republish the NOTICE at no cost to the County

Section 2. Duties of Tax Collector. The County agrees as follows:

- A. To use the services of the Publisher for the publication of that portion of the Published Delinquent List in the tax rate area(s) set forth in Section 1.A. above.
- B. To pay the Publisher for such services at the rates specified in Exhibit "A", a copy of which is attached hereto as and incorporated into this Agreement by this reference.
- C. Payment by the County is conditional upon full performance by the Publisher of this Agreement. Payment for both publications as set forth in Section 1.A. above shall be authorized by the Tax Collector and subsequently made by the County immediately after the second publication is completed in accordance with Section 1. above, and the Publisher has provided the Tax Collector with one (1) copy of an invoice setting forth the number of column squares; whether it is an 8 or 6 column publication, or the number of lines in each publication; the dates of each publication; the amount due for each publication; and the total amount due for both publications.
- D. Failure by the Publisher to perform in accordance with this Agreement shall exclude the Publisher from participation in the distribution of future publications by the Tax Collector. This remedy is not exclusive, and County may pursue any other available remedy at law or in equity for breach of this Agreement by Publisher.

Section 3. Mutual Agreements. The parties further mutually agree as follows:

- A. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
- B. This Agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California.
- C. Any waiver by County of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the County to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping County from enforcement hereof.
- D. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid,

void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Dated: 6/13/11

Publisher

By [Signature]

Name Mark Winkler  
Title President + Publisher

Dated: JUL 26 2011

COUNTY OF RIVERSIDE

ATTEST  
Kecia Haper-Ihem, Clerk of the Board

By [Signature]  
Chairperson of the Board

By [Signature]  
Deputy

BOB BUSTER

DATED: 6/22/11  
FORM APPROVED BY COUNTY COUNSEL

BY [Signature]  
Dale Gardner

# THE PRESS-ENTERPRISE

## 2009 LEGAL ADVERTISING RATE & CONVERSION TABLES

Legal Advertising Newspaper Industry Standard is a 10 column x 21" Page Image Format.  
 Retail Newspaper Standard Advertising Unit (SAU) is a 6 column x 21" Page Image Format.  
 Legal Page Image Width in Inches is 10.499" or 62p11.9 picas.

### Legal Rates:

Legal Columns	Page Depth	Total Inches	County Inch Rate	Cost Per Page
10	21	210	\$18.20	\$3,822.00
			\$16.80	\$3,528.00

Columns x depth x rate = Page cost

One day rate.  
 2nd + day rate.

\*Open rate is \$22.40 per column inch. Riverside County rate is equivalent to a 19% discount.

### One Day Rate Conversion:

Legal Columns	Page Depth	Total Inches	Cost Per Page	Converted Inch Rate
8	21	168	\$3,822.00	\$22.75
6		126	\$3,822.00	\$30.33

Page cost / total inches = Converted rate

8 Column converted rate  
 6 Column converted rate

### 2nd + Day Rate Conversion:

Legal Columns	Page Depth	Total Inches	Cost Per Page	Converted Inch Rate
8	21	168	\$3,528.00	\$21.00
6		126	\$3,528.00	\$28.00

Page cost / total inches = Converted rate

8 Column converted rate  
 6 Column converted rate

Large legal advertisements require additional time for formatting and setting type.

# EXHIBIT A

**2009 The Press-Enterprise Legal Advertising Rates**

Costs	1st	Subsequent
Per Agate Line	\$1.30	\$1.20
Per Column Inch	\$18.20	\$16.80
Per Column Square		
(a) 8 Column	\$22.75	\$21.00
(b) 6 Column	\$30.33	\$28.00

<b>CLASSIFIED / LEGAL</b>			
<b>10 COLUMN</b>			
<b>5.1 Point Gutter</b>			
Column	Picas	Inches	Points
1	5p11	0.986	71.0
2	12p3.1	2.043	147.1
3	18p7.2	3.100	223.2
4	24p11.3	4.157	299.3
5	31p3.4	5.214	375.4
6	37p7.5	6.271	451.5
7	43p11.6	7.328	527.6
8	50p3.7	8.385	603.7
9	56p7.8	9.442	679.8
10	62p11.9	10.499	755.9

**EXHIBIT A**

**PAGE 2**

## AGREEMENT

This Agreement is made by and between the County of Riverside, hereinafter referred to as the County, and The Press Enterprise, publisher of the Corona-Norco Edition, and authorized CEO Ronald R. Redfern, hereinafter referred to as the Publisher. The Treasurer-Tax Collector of the County of Riverside is hereinafter referred to as the Treasurer-Tax Collector, whose address is, County Administrative Center, P O Box 12005, 4080 Lemon Street, 4th Floor, Riverside, California 92502.

NOW THEREFORE, in consideration of the mutual covenants contained herein, to parties hereto agree as follows:

Section 1. Duties of Publisher. The Publisher agrees as follows:

- A. To publish in all regular editions of the The Press Enterprise, publisher of the Corona-Norco Edition once a week for two successive weeks, on August 19th 2011 and August 26th 2011, the PUBLISHED DELINQUENT LIST, and other items required by law to be published with said notice in the following tax rated areas: 04-000, 15-000, 53-000 & 59-000
- B. The material to be published shall be as contained in documentation supplied by the Tax Collector. The form of the text and titles shall be as specified by the Tax Collector.
- C. The size and style and type for the text shall be not less than six point and no more than six point nonpareil solid type, or as may be otherwise specified by the Tax Collector.
- D. The same type shall be used for both publication dates; the type as set for the first publication shall not be broken up and reset for the second publication.
- E. After the type has been initially set, proofread and corrected by the publisher, one copy of all galley proofs shall be submitted to the Tax Collector for purposes of making corrections, additions, deletions and other changes. The Tax Collector shall have the right to make corrections, additions, deletions and changes until all revised galley proofs are returned to the Publisher with final approval of the Tax Collector for publication. Redemption of all properties within the tax rate area(s) shown above will eliminate the publication in its entirety, and will result in no cost to the Tax Collector under this Agreement.
  1. Original proofs which have been proofread and corrected by the Publisher shall be transmitted by the Publisher to the Tax Collector within five (5) days after the original documentation is received by the Publisher from the Tax Collector. The Proofs shall be returned to the Tax Collector by means of personal messenger, by first class mail, or by e-mail.
  2. A revised Proof, as corrected by the Tax Collector, shall be transmitted by the publisher to the Tax Collector within two (2) days after the corrected original Proof is received by the Publisher from the Tax Collector. The Proofs, shall be returned to the Tax Collector by means of personal messenger, by first class mail, or by e-mail.

JUL 26 2011 3.35

- F. A copy of the revised Proof in slick Proof form for final approval for publication by the Tax Collector shall be submitted to the Tax Collector by personal messenger, first class mail, or e-mail at least one week prior to the date of the first publication.
- G. On the day of the first publication, the Publisher shall deliver by messenger or deposit in the mail for delivery to the Tax Collector, four (4) copies of the entire newspaper containing the first publication.

On the day of the second publication, the Publisher shall deliver by messenger or deposit in the mail for delivery to the Tax Collector, two (2) copies of the entire newspaper containing the second publication.

- H. Within 24 hours after the second publication, two affidavits of publication made by the Publisher or its authorized representative shall be delivered to the Tax Collector or deposited in the mail for delivery to the Tax Collector. Said affidavits shall be attached to a copy of the entire publication. Said affidavits shall be submitted in the form prescribed by the State Controller as follows:

AFFIDAVIT OF PUBLICATION

(Name of Newspaper)

(Title of Notice)

STATE OF CALIFORNIA ) ss.  
County of \_\_\_\_\_ )

\_\_\_\_\_ of the said  
County, being duly sworn, deposes and says:

THAT \_\_\_(s)he is and at all the times herein mentioned was a citizen of the United States, over the age of twenty-one years, and that \_\_\_(s)he is not a party to, nor interested in the above entitled matter; that \_\_\_\_\_(s)he is the \* \_\_\_\_\_ of the printer of (Name of Newspaper), a newspaper of general circulation, adjudicated by court decree dated \_\_\_\_\_, 20\_\_\_\_, printed and published weekly/daily in the City of \_\_\_\_\_, County of \_\_\_\_\_, and which newspaper is published for the dissemination of local news and intelligence of a general character, and which newspaper at all the time herein mentioned had and still has a bona fide subscription list of paying subscribers, and which newspaper has been established, printed and published at regular intervals in the City of \_\_\_\_\_, County of \_\_\_\_\_, for a period exceeding \_\_\_\_\_ years next preceding the date of publication of the notice hereinafter referred to; and which newspaper is not devoted to nor published for the interests, entertainment or instruction of a particular class, profession, trade, calling, race, or denomination, or any number of same; that the notice of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

\* (Name of Foreman of the Printer or Principal Clerk of the Printer)

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
Notary Public in and for the County of \_\_\_\_\_, State of California.



- I. If there is an error by the Publisher in the publications required under 1.A. above, the Publisher shall republish the NOTICE at no cost to the County

Section 2. Duties of Tax Collector. The County agrees as follows:

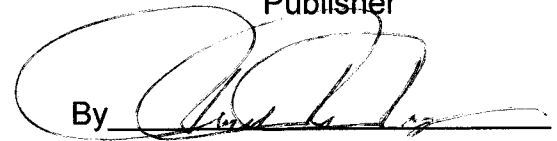
- A. To use the services of the Publisher for the publication of that portion of the Published Delinquent List in the tax rate area(s) set forth in Section 1.A. above.
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- C. Payment by the County is conditional upon full performance by the Publisher of this Agreement. Payment for both publications as set forth in Section 1.A. above shall be authorized by the Tax Collector and subsequently made by the County immediately after the second publication is completed in accordance with Section 1. above, and the Publisher has provided the Tax Collector with one (1) copy of an invoice setting forth the number of column squares; whether it is an 8 or 6 column publication, or the number of lines in each publication; the dates of each publication; the amount due for each publication; and the total amount due for both publications.
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- B. This Agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California.
- C. Any waiver by County of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the County to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping County from enforcement hereof.
- D. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid,

void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.


Dated: 6/14/11

Publisher  
By 

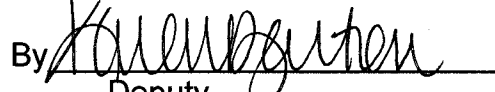
**Ronald R. Redfern**  
Name CEO and Publisher  
Title The Press-Enterprise

Dated: JUL 26 2011

COUNTY OF RIVERSIDE

By   
Chairperson of the Board

ATTEST  
Kecia Haper-Ihem, Clerk of the Board

By   
Deputy

BOB BUSTER

DATED: 6/22/11  
FORM APPROVED BY COUNTY COUNSEL

BY   
Dale Gardner

# THE PRESS-ENTERPRISE

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8 Column converted rate

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### 2nd + Day Rate Conversion:

Legal Columns	Page Depth	Total Inches	Cost Per Page	Converted Inch Rate
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(b) 6 Column	\$30.33	\$28.00

<b>CLASSIFIED / LEGAL</b>			
<b>10 COLUMN</b>			
<b>5.1 Point Gutter</b>			
Column	Picas	Inches	Points
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7	43p11.6	7.328	527.6
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**EXHIBIT A**

**PAGE 2**