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



FROM: Don Kent, Treasurer/Tax Collector

SUBMITTAL DATE:
MAR 2 1 2012

**SUBJECT:** Publication Agreements for the 2012 Notice of Power and Intent to Sell Tax-Defaulted Property.

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

- Approve the agreements for the annual publication of the "Notice of Power to Sell Tax-Defaulted Property";
- 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

FINANCIAL	Current F.Y. Total Cost:	\$ 60,000.00	In Current Year Bu	dget: YES
DATA	Current F.Y. Net County Cost:	\$ 0	Budget Adjustmen	t: NO
DATA	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011-12
SOURCE OF FI	JNDS: 10000-1400100000-5264	10		Positions To Be Deleted Per A-30
				Requires 4/5 Vote
C.E.O. RECOM	MENDATION:			<del> </del>

APPROVE

**County Executive Office Signature** 

Karen L. Johnson

#### MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:

Buster, Tavaglione, Stone, Benoit and Ashley

Nays:

None

Absent:

None

Date:

April 17, 2012

XC:

Treasurer

Kecia Harper-Ihem Clerk of the Board Branch Control

Deputy

Per Exec. Ofc.:

Dep't Recomm.:

APPROVED, GOUNTY COUNSE!

Policy

X

Consent

Policy

Ø

Consent

Prev. Agn. Ref.:

ATTACHM Pistrict: LADL Agenda Number: WITH THE CLERK OF THE BOARD

3.24

BOARD OF SUPERVISORS Form 11 Page 2

BACKGROUND: (Continued)

The sale of tax-defaulted property (property delinquent more than five (5) years) is our ultimate collection method. Most delinquent property owners, of course, settle their accounts prior to sale, but a significant number wait until the final hour to do so. In order to comply with State Law, the first step in the process is to notify the public via newspaper publication. The second step is the use of certified mail and in some cases site visits to those who have not settled their account prior to the upcoming tax sale date.

As prescribed by Section 3361 through 3364 of the California Revenue and Taxation Code, the Tax Collector shall publish annually on or before June 8th, a notice of power and intent to sell tax-defaulted property. All properties which became tax-defaulted at least 5 years previously will become subject to the Tax Collector's Power of Sale. Prior to becoming subject to a Power to Sell, the law requires that the property owner be notified through public announcement of a legal notice prescribed by Section 3361 et. seq. of said code. The County uses the method of publication set forth in Sections 3381 through 3383 of said code because it provides the most direct means of notifying the property owners affected. Both copies of the agreements with the newspapers have been signed by an authorized representative and require publication at the existing rates for legal advertising set by the Board, see attached Minute Order 3.22 and rate schedule.

This notice will be published on May 23, 2012 and May 30, 2012 in those newspapers having only a Wednesday publication, and on May 25, 2012 and June 1, 2012 in those newspapers having only a Friday publication. All other publications will appear on Thursday, May 24, 2012 and May 31, 2012. The text and format of the agreement have been approved by County Counsel. In compliance with the law, the Treasurer-Tax Collector intends to provide"...the most likely...adequate notice to owners of the property" by using the following newspapers for this publication: 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, Riverside County Record, The Press Enterprise Moreno Valley Edition and the News Mirror. Under California Law, the Treasurer-Tax Collector is required to make this annual publication. Sufficient funds are available in the Treasurer-Tax Collector's 2011-2012 budget account to pay estimated publication costs.

# Riverside County Board of Supervisors

Riversid	
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#### **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 Publisher Debbie White-Hoel, hereinafter referred to as the Publisher. The Tax Collector of the County of Riverside is hereinafter referred to as the 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, the parties hereto agree as follows:

Section 1. <u>Duties of Publisher</u>. 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 Wednesday, May 23, 2012 and Wednesday, May 30, 2012, the NOTICE OF POWER TO SELL TAX-DEFAULTED PROPERTY 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 not be 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.

- 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 (s)he the that entitled matter: 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.

Agreement

Page 4

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: <u>Duties of Tax Collector</u>. The County agrees as follows:

- A. To use the services of the Publisher for the publication of that portion of the Notice of Power to Sell Tax-Defaulted Property 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 be 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: <u>Mutual Agreements</u>. 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 full force without being impaired or invalidated in any way.

Dated: MAR 0 8 2012

Publisher

By Name Webbut White

Title Rubhishel

Dated: H-17-12

ATTEST:

Kecia Harper-Ihem, Clerk to the Board

By Name Webbut White

Title Rubhishel

COUNTY OF RIVERSIDE

Chairperson of the Board

Dated: MAR 2-2012

FORM APPROVED BY COUNTY COUNSEL

BY WILL American

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

Columns x depth x rate = Page cost

One day rate. 2nd + day rate.

One Day Rate Conversion:

ĺ	Legal	P.age	Total	Cost	Converted
	Columns	Depth	Inches	Per Page	Inch Rate
ı	8	01	168	\$3,822.00	\$22.75
Ì	6	21	126	\$3,822.00	<b>\$</b> 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	01	168	\$3,528.00	\$21.00
6	21	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.

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

# 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

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		5.1 Point	Gutter	
Co	lumn	Picas	Inches	Points
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	. 2	12p3.1	2.043	147.1
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
l	8	50p3.7	8.385	603.7
1	9	56p7.8	9.442	679.8
	10	62p11.9	10.499	755.9

# EXHIBITA PAGE 2

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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 Publisher Ronald R. Redfern, hereinafter referred to as the Publisher. The Tax Collector of the County of Riverside is hereinafter referred to as the Tax Collector, whose address is, County Administrative Center, P O Box 12005, 4080 Lemon Street, 4th Floor, Riverside, California 92502.

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- 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 not be less than six point and no more than six point nonpareil solid type, or as may be otherwise specified by the Tax Collector.
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(Title of Notice)

above

entitled

#### AFFIDAVIT OF PUBLICATION

(Name of Newspaper)

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 (s)he the matter: that 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 Printe	er)
SUBSCRIBED AND SWORN to before me this day of	, 20
Notary Public in and for the County of, State	of California.

#### Agreement

Page 4

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- 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.
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- 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 full force without being impaired or invalidated in any way.

Dated: 3 08/12

Ronald R. Redfern
Name CEO and Publisher

The Press-Enterprise

Dated: 4-17-12

ATTEST:

Kecia Harper-Ihem, Clerk to the Board

By Morrain Canona

Deputy

JOHN TAVAGLIONE

Chairperson of the Board

COUNTY OF RIVERSIDE

Dated: MAR 2 2 2012

FORM APPROVED BY, COUNTY COUNSEL

BY Dale Gardner

# THE PRESS-ENTERPRISE

## 2009 LEGAL ADVERTISING RATE & CONVERSION TABLES

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ł	10	21	210	\$16.80	\$3,528.00

Columns x depth x rate = Page cost

One day rate. 2nd + day rate.

One Day Rate Conversion:

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	Legal	Page	Total	Cost	Converted
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\$18.20	\$16.80
	•
\$22.75	\$21.00
\$30.33	\$28.00
	\$1.30 \$18.20 \$22,75

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		10 COL	UMN	
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	L.			
CO		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
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- 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 that \_\_\_\_\_(s)he the entitled matter: above 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: <u>Duties of Tax Collector</u>. The County agrees as follows:

- A. To use the services of the Publisher for the publication of that portion of the Notice of Power to Sell Tax-Defaulted Property 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 be 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.

#### Agreement

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

- No alteration or variation of the terms of this Agreement shall be valid unless made in Α. 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.
- This Agreement is to be construed under the laws of the State of California. The B. parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California.
- Any waiver by County of any breach of any one or more of the terms of this Agreement C. 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.
- If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, D. void or unenforceable, the remaining provisions will nevertheless continue full force without being impaired or invalidated in any way.

Dated: 3/8/12

Ronald R. Redfern Name CEO and Publisher

**Publisher** 

The Press-Enterprise

COUNTY OF KIVERSIDE

Dated: 4-17-12

ATTEST:

Kecia Harper-Ihem, Clerk to the Board

Deputy

JOHN TAVAGLIONE

Chairperson of the Board Dated: MAR 2 2 2012

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	Page	Total	County	Cost
	Columns	Depth	Inches	Inch Bale*	Per Page
	10	21	210	\$18.20	\$3,822.00
i	10	- Z-1	210	\$16.80	\$3,528.00

Columns x depth x rate = Page cost

One day rate. 2nd + day rate.

One Day Rate Conversion:

Legal	P.age	Total	Cost	Converted
Columns	Depth	Inches	Per Page	Inch Rate
· . · · · · · · · · · · · · · · · · · ·	21	168	\$3,822.00	\$22.75
6	21	126	\$3,822.00	<b>\$</b> 30.33

Page cost / total inches = Converted rate

8 Column converted rate 6 Column converted rate

2nd + Day Rate Conversion:

2-11-0 1 0-14				
Legal	Page	Total	Cost	Converted
Columns	Depth	Inches	Per Page	Inch Rate
8	21	168	\$3,528.00	\$21.00
6	21	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.

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

# 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	+ / 31.23	φ / σ.σσ
(a) 8 Column	\$22.75	\$21.00
(b) 6 Column	\$30.33	\$28.00
•		

9	47601E1E	D/LEGAL	
	10 COL	UMN	
	5.1 Point	Gutter	
Column	Picas	Inches	Points
18 3 18 2 18	5p <b>11</b>	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

# EXHIBITA 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 Publisher Mark Winkler, hereinafter referred to as the Publisher. The Tax Collector of the County of Riverside is hereinafter referred to as the 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, the parties hereto agree as follows:

Section 1. <u>Duties of Publisher</u>. 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 Thursday, May 24, 2012 and Thursday, May 31, 2012, the NOTICE OF POWER TO SELL TAX-DEFAULTED PROPERTY 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 not be 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.

- 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)
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.

#### Agreement

Page 4

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: <u>Duties of Tax Collector</u>. The County agrees as follows:

- A. To use the services of the Publisher for the publication of that portion of the Notice of Power to Sell Tax-Defaulted Property 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 be 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.

Page 5

Section 3: <u>Mutual Agreements</u>. 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 full force without being impaired or invalidated in any way.

Dated: 3/15/12

Name Mancunk
Title Presidents

Dated: 4-17-24

ATTEST:

Kecia Harper-Ihem, Clerk to the Board

By Horaca Canon

Deputy

JOHN TAVAGLIONE/

Chairperson of the Board

Dated: MAR 2 2 2012

FORM APPROVED BY COUNTY COUNSEL

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:

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

Columns x depth x rate = Page cost

One day rate. 2nd + day rate.

One Day Rate Conversion:

Legal	P.age	Total	Cost	Converted
Columns	Depth	Inches	Per Page	Inch Rate
	21	168	\$3,822.00	\$22.75
6	21	126	\$3,822.00	<b>\$30.33</b>

Page cost / total inches = Converted rate

8 Column converted rate 6 Column converted rate

2nd + Day Rate Conversion:

	2110 1 100 11	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		and the same of th
	Legal	Page	Total	Cost	Converted
1	Columns	Depth	Inches	Per Page	Inch Rate
	8	24	168	\$3,528.00	\$21.00
	6	21	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.

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

# 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

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- 200	CL	ASSIFIE	D/LEGAL	
		10 COL	UMN	
		5.1 Point		
	Column		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
1	9	56p7.8	9.442	679.8
	10-	62p11.9	10.499	755.9

# EXHIBITA 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 Publisher David Harding Barnes, hereinafter referred to as the Publisher. The Tax Collector of the County of Riverside is hereinafter referred to as the 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, the parties hereto agree as follows:

Section 1. <u>Duties of Publisher</u>. 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 Thursday, May 24, 2012 and Thursday, May 31, 2012, the NOTICE OF POWER TO SELL TAX-DEFAULTED PROPERTY 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 not be 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.

4-17-12 3.24

- 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.
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## 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: <u>Duties of Tax Collector</u>. The County agrees as follows:

- A. To use the services of the Publisher for the publication of that portion of the Notice of Power to Sell Tax-Defaulted Property 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.
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- No alteration or variation of the terms of this Agreement shall be valid unless made in Α. 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.
- This Agreement is to be construed under the laws of the State of California. The B. parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California.
- Any waiver by County of any breach of any one or more of the terms of this Agreement C. 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.
- If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, D. void or unenforceable, the remaining provisions will nevertheless continue full force without being impaired or invalidated in any way.

Dated: MAR 0 7 2012

Publisher

Dated: 4-17-12

ATTEST:

Kecia Harper-Ihem, Clerk to the Board

Wrsauce

Deputy

JOHN TAVAGLIOMEChairperson of the Board

Dated: MAR 2 2 2012

FORM APPROVED BY COUNTY COUNSEL

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	Page	Total	County	Cost	I
Columns	Depth	Inches	Inch Rate*	Per Page	
10	21	210	\$18.20	\$3,822.00	l
10	۵۱	210	\$16.80	\$3,528.00	

Columns x depth x rate = Page cost

One day rate. 2nd + day rate.

One Day Rate Conversion:

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Legal	Page	Total	Cost	Converted.
Columns	Depth	Inches	Per Page	Inch Rate
	01	168	\$3,822.00	\$22.75
6	21	126	\$3,822.00	\$30.33

Page cost / total inches = Converted rate

8 Column converted rate 6 Column converted rate

2nd + Day Rate Conversion:

ZIIU T DU	y nanc ce	711 V C1 31011.		
Legal <sup>:</sup>	Page	Total	Cost	Converted
Columns	Depth	Inches	Per Page	Inch Bate
8	0.1	168	\$3,528.00	\$21.00
6	21	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.

EXHIBITA

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

# 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		, <b>•</b> • • • • • • • • • • • • • • • • • •
(a) 8 Column	\$22.75	\$21.00
(b) 6 Column	\$30.33	\$28.00
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C	ASSIFIE	D//LEGAL	
	10 COL		
	5.1 Point	Gutter	
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	5p1 <b>1</b>	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

EXHIBITA 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 Publisher Ronald R. Redfern, hereinafter referred to as the Publisher. The Tax Collector of the County of Riverside is hereinafter referred to as the 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, the parties hereto agree as follows:

Section 1. <u>Duties of Publisher</u>. 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 Friday, May 25, 2012 and Friday, June 01, 2012, the NOTICE OF POWER TO SELL TAX-DEFAULTED PROPERTY 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 not be 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.

- 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 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 (s)he that matter: above entitled 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.

Page 4

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: <u>Duties of Tax Collector</u>. The County agrees as follows:

- A. To use the services of the Publisher for the publication of that portion of the Notice of Power to Sell Tax-Defaulted Property 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 be 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: <u>Mutual Agreements</u>. 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 full force without being impaired or invalidated in any way.

Dated: 3/08/12

Ronald R. Redfern
Name CEO and Publisher
Title The Property of the Property of

Rublishe

The Press-Enterprise

Dated: 4-17-12

ATTEST:

Kecia Harper-Ihem, Clerk to the Board

By Morsain Panois

Deputy

JOHN TAVAGLIONE

Chairperson of the Board

COUNTY OF RIVERSIDE

Dated: MAR 2 2 2012

FORM APPROVED BY COUNTY COUNSEL

BY MINIS

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	Page	Total	-County	Cost
	Columns	Depth	Inches	Inch Rate*	Per Page
	10	21	210	\$18.20	\$3,822.00
i	10	۵۱	210	\$16.80	\$3,528.00

Columns x depth x rate = Page cost

One day rate. 2nd + day rate.

One Day Rate Conversion:

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

Page cost / total inches = Converted rate

- 8 Column converted rate
- 6 Column converted rate

2nd + Day Rate Conversion:

	2110 1 000	y 1.16.10 00	11101010111		
	Legal	Page	Total	Cost	Converted
	Columns	Depth	Inches	Per Page	Inch Rate
٠	8	21	168	\$3,528.00	\$21.00
	6	. 21	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.

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

# 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

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		2	12p3.1	2.043	147.1
		3	18p7.2	3.100	223.2
		4	24p11.3	4.157	299.3
1		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
Ŀ		0	62p11.9	10.499	755.9

# EXHIBITA 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 Southwestern Edition, and authorized Publisher Ronald R. Redfern, hereinafter referred to as the Publisher. The Tax Collector of the County of Riverside is hereinafter referred to as the 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, the parties hereto agree as follows:

Section 1. <u>Duties of Publisher</u>. The Publisher agrees as follows:

- A. To publish in all regular editions of the The Press Enterprise, publisher of the Southwestern Edition once a week for two successive weeks, on Friday, May 25, 2012 and Friday, June 01, 2012, the NOTICE OF POWER TO SELL TAX-DEFAULTED PROPERTY 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 not be 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.

4-17-12 3.24

- 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: <u>Duties of Tax Collector</u>. The County agrees as follows:
  - A. To use the services of the Publisher for the publication of that portion of the Notice of Power to Sell Tax-Defaulted Property 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 be 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.

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

- No alteration or variation of the terms of this Agreement shall be valid unless made in Α. 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.
- This Agreement is to be construed under the laws of the State of California. The B. parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California.
- Any waiver by County of any breach of any one or more of the terms of this Agreement C. 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.
- If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, D. void or unenforceable, the remaining provisions will nevertheless continue full force without being impaired or invalidated in any way.

Dated: 318

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

Dated: 4-(7-12

ATTEST:

Kecia Harper-Ihem, Clerk to the Board

Deputy

JOHN TAVAGLIONE Chairperson of the Board

COUNTY OF RIVERSIDE

Dated: MAR 2 2 2012

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	Page	Total	- County	Cost
Columns	Depth	Inches	Inch Rate*	Per Page
10	01	210	\$18.20	\$3,822.00
10	21	210	\$16.80	\$3,528.00

Columns x depth x rate = Page cost

One day rate. 2nd + day rate.

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	r	126	\$3,822.00	\$30.33

Page cost / total inches = Converted rate

8 Column converted rate 6 Column converted rate

2nd + Day Rate Conversion:

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Legal	Page	Total	Cost	Converted
Columns	Depth	Inches	Per Page	Inch Rate
8	04	168	\$3,528.00	\$21.00
6	21	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.

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

## 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

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

# EXHIBITA 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 Publisher Ronald R. Redfern, hereinafter referred to as the Publisher. The Tax Collector of the County of Riverside is hereinafter referred to as the 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, the parties hereto agree as follows:

Section 1. <u>Duties of Publisher</u>. 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 Friday, May 25, 2012 and Friday, June 01, 2012, the NOTICE OF POWER TO SELL TAX-DEFAULTED PROPERTY 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 not be 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.
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### AFFIDAVIT OF PUBLICATION

(Name of Newspaper)

(	1	it	е	of	N	lot	ice	)
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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 theof the printer of (Name of Newspaper), a newspaper of general circulation adjudicated by court decree dated, 20, printed and published weekly/dail 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 an published at regular intervals in the City of, County of, for 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 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.

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- 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 full force without being impaired or invalidated in any way.

Dated: 3/8/12

Ronald R. Ředferi

Name CEO and Publisher

Publisher

Title The Press-Enterprise

COUNTY OF KIVERSIDE

Dated: 4-17-12

ATTEST:

Kecia Harper-Ihem, Clerk to the Board

By Morsaer Carola

Deputy

JOHN TAVAGLIONEY.

Chairperson of the Board

Dated: MAR 2 2 2012

FORM APPROVED BY COUNTY COUNSEL

BY\_\_\_\_\_\_\_

Dale Gardner

## THE PRESS-ENTERPRISE

## 2009 LEGAL ADVERTISING RATE & CONVERSION TABLES

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One day rate. 2nd + day rate.

One Day Rate Conversion:

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Legal	P.age	Total	Cost	Converted
Columns	Depth	Inches	Per Page	Inch Rate
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6	21	126	\$3,822.00	\$30.33

Page cost / total inches = Converted rate

8 Column converted rate 6 Column converted rate

2nd + Day Rate Conversion:

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

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8 Column converted rate 6 Column converted rate

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EXHIBITA

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Per Agate Line	\$1.30	\$1.20
Per Column Inch	\$18.20	\$16.80
Per Column Square		
(a) 8 Column	\$22.75	\$21.00
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Column	ı 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

# EXHIBITA PAGE 2

#### **AGREEMENT**

This Agreement is made by and between the County of Riverside, hereinafter referred to as the County, and Record Gazette, and authorized Publisher Art Reyes, hereinafter referred to as the Publisher. The Tax Collector of the County of Riverside is hereinafter referred to as the 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, the parties hereto agree as follows:

Section 1. <u>Duties of Publisher</u>. The Publisher agrees as follows:

- A. To publish in all regular editions of the Record Gazette once a week for two successive weeks, on Friday, May 25, 2012 and Friday, June 01, 2012, the NOTICE OF POWER TO SELL TAX-DEFAULTED PROPERTY 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 not be 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.
  - 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.

- 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 theof 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.

Page 4

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: <u>Duties of Tax Collector</u>. The County agrees as follows:

- A. To use the services of the Publisher for the publication of that portion of the Notice of Power to Sell Tax-Defaulted Property 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 be 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.

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

- No alteration or variation of the terms of this Agreement shall be valid unless made in Α. 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.
- This Agreement is to be construed under the laws of the State of California. The B. parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California.
- Any waiver by County of any breach of any one or more of the terms of this Agreement C. 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.
- If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, D. void or unenforceable, the remaining provisions will nevertheless continue full force without being impaired or invalidated in any way.

Dated: 3-7-/2

General Manager P<del>ublish</del>er

By Get Row

Name ART REYES Title GENERAL MANAGER

COUNTY OF RIVERSIDE

Dated: 4-17-12

ATTEST:

Kecia Harper-Ihem, Clerk to the Board

Orbien l'andra

Deputy

JOHN TAVAGLIONERY
Chairperson of the Board

Dated: MAR 2 2 2012

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:

i	Legal	Page	Total	- County	Cost
i	Columns	Depth	Inches	Inch Rate*	Per Page
r	4.5	0.7	010	\$18.20	\$3,822.00
ł	10	21	210	\$16.80	\$3,528.00

Columns x depth x rate = Page cost

One day rate. 2nd + day rate.

One Day Rate Conversion:

One buy ridie contract					The second secon
	Legal	P.age	Total	Cost	Converted
	Columns	Depth	Inches	Per Page	Inch Bate
	8	04	168	\$3,822.00	\$22.75
	6	21	126	\$3,822.00	\$30.33

Page cost / total inches = Converted rate

8 Column converted rate 6 Column converted rate

2nd + Day Rate Conversion:

	ZIIU T Da	y ricito oc	711401010757		
i	Legal	Page	Total	Cost	Converted
	Columns	Depth	Inches	Per Page	Inch Rate
	8	A-1	168	\$3,528.00	\$21.00
J	6	21	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

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

# 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
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	OL	ASSIFIE	D/LEGAL	
- Charles		10 COL		
		5.1 Point	Gutter	
	Column	Picas	Inches	Points
Γ	/ <b>1</b> -	5p11	0.986	71.0
	2	12p3.1	2.043	147.1
	3	18p7.2	3.100	223.2
1	4	24p11.3	4.157	299.3
1	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
l	9	56p7.8	9.442	679.8
L	10	62p11.9	10.499	755.9

# EXHIBITA PAGE 2

#### **AGREEMENT**

This Agreement is made by and between the County of Riverside, hereinafter referred to as the County, and Calimesa News Mirror, and authorized Publisher Toebe Bush, hereinafter referred to as the Publisher. The Tax Collector of the County of Riverside is hereinafter referred to as the 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, the parties hereto agree as follows:

Section 1. <u>Duties of Publisher</u>. The Publisher agrees as follows:

- A. To publish in all regular editions of the Calimesa News Mirror once a week for two successive weeks, on Friday, May 25, 2012 and Friday, June 01, 2012, the NOTICE OF POWER TO SELL TAX-DEFAULTED PROPERTY 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 not be 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.

- 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.
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- 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.

Page 4

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.

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- A. To use the services of the Publisher for the publication of that portion of the Notice of Power to Sell Tax-Defaulted Property 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 be 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.

MAR (1 8 2012

Section 3: <u>Mutual Agreements</u>. 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 full force without being impaired or invalidated in any way.

Dated:	Publisher
	By Carles Susk
	Name Toebe Bush
	Title_Pres/CEO
Dated: 4-17-12	COUNTY OF RIVERSIDE
ATTEST:	JOHN TAVAGLIONE BY
Kecia Harper-Ihem, Clerk to the Board	Chairperson of the Board
By Yorkain (anoia)	Dated: MAR 2 2 2012 FORM APPROVED BY COUNTY COUNSEL
Deputy	BY Well Askender
•	Dale Gardnér

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# THE PRESS-ENTERPRISE

## 2009 LEGAL ADVERTISING RATE & CONVERSION TABLES

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Legal Rates:

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10	21	210	\$16.80	\$3,528.00

Columns x depth x rate = Page cost

One day rate. 2nd + day rate.

One Day Rate Conversion:

	Legal	Page	Total	Cost	Converted
	Columns	Depth	Inches	Per Page	Inch Rate
	8	01	168	\$3,822.00	\$22.75
1	6	21	126	\$3,822.00	\$30.33

Page cost / total inches = Converted rate

8 Column converted rate

6 Column converted rate

2nd + Day Rate Conversion:

		, ,			
Ì	Legal	Page	Total	Cost	Converted
	Columns	Depth	Inches	Per Page	Inch Rate
Į	8	01	168	\$3,528.00	\$21.00
Į	6	. 21	126	\$3,528.00	\$28.00

Page cost / total inches = Converted rate

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

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Per Column Inch	\$18.20 V	\$16.80
Per Column Square		·
(a) 8 Column	\$22.75	\$21.00
(b) 6 Column	\$30.33	\$28.00

Earth Male of Street, or any assessment		410	<u> </u>
6	TASSIFIE	D//LEG/	NL .
		LUMN	
	5.1 Poin	t 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
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# EXHIBITA PAGE 2