SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE. STATE OF CALIFORNIA





FROM: Don Kent, Treasurer/Tax Collector

SUBJECT: Publication Agreements for the 2013 Notice of Power and Intent to Sell Tax-Defaulted

Property.

DATE
Departmental Concurrence

FORM APPROVED COUNTY COUNSE!

Policy

X

Consent

Policy

Consent

RECOMMENDED MOTION: Move that the Board of Supervisors:

- 1) Approve the agreements for the annual publication of the "Notice of Power to Sell Tax-Defaulted Property":
- Authorize the Chairman of the Board of Supervisors to execute both copies of each agreement for 2) 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

Current F.Y. Total Cost: \$ 85,000.00 In Current Year Budget: YES **FINANCIAL Current F.Y. Net County Cost: Budget Adjustment:** NO \$ 0 DATA **Annual Net County Cost:** \$ 0 For Fiscal Year: 2012-13 **Positions To Be** SOURCE OF FUNDS: 10000-1400100000-526410 **Deleted Per A-30** Requires 4/5 Vote

C.E.O. RECOMMENDATION:

APPROVE

Karen L Johnson

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:

Jeffries, Tavaglione, Stone, Benoit and Ashley

Navs: Absent: None

Date:

None

XC:

April 30, 2013 768 53 64 15: 52

Kecia Harper-Ihem

Clerk of the Board

Prev. Agn. Ref.:

District: ALL

Agenda Number:

Exec. Ofc.

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 per attached Exhibit A.

This notice will be published on May 22, 2013 and May 29, 2013 in those newspapers having only a Wednesday publication, and on May 24, 2013 and May 31, 2013 in those newspapers having only a Friday publication. All other publications will appear on Thursday, May 23, 2013 and May 30, 2013. 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 Calimesa 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 2012-2013 budget account to pay estimated publication costs.

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. Duties of Publisher. The Publisher agrees as follows:

- A. To publish in all regular editions of the The Press Enterprise, publisher of the Corona-Norco Edition once a week for two successive weeks, on Friday, May 24, 2013 and Friday, May 31, 2013, 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.

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- F. A copy of the revised Proof in slick Proof form for final approval for publication by the Tax Collector shall be submitted to the Tax Collector by personal messenger, first class Mail, or e-mail at least one week prior to the date of the first publication.
- G. On the day of the first publication, the Publisher shall deliver by messenger or deposit in the mail for delivery to the Tax Collector, four (4) copies of the entire newspaper containing the first publication.
 - On the day of the second publication, the Publisher shall deliver by messenger or deposit in the mail for delivery to the Tax Collector, two (2) copies of the entire newspaper containing the second publication.
- H. Within 24 hours after the second publication, two affidavits of publication made by the Publisher or its authorized representative, shall be delivered to the Tax Collector or deposited in the mail for delivery to the Tax Collector. Said affidavits shall be attached to a copy of the entire publication. Said affidavits shall be submitted in the form prescribed by the State Controller as follows:

AFFIDAVIT OF PUBLICATION

(Name of Newspaper)

(Title of Notice)

STATE OF CALIFORNIA) ss.			
County of				
	/			
	.			0
· · · · · · · · · · · · · · · · · · ·			01	the said
County, being duly sworn, depose	es and says:			
	•			
THAT(s)he is and at all the time over the age of twenty-one years, above entitled matter; of the printer of (Name adjudicated by court decree dated in the City of published for the dissemination of which newspaper at all the time he list of paying subscribers, and v published at regular intervals in th period exceeding years hereinafter referred to; and which interests, entertainment or instruct or denomination, or any number of copy, has been published in each any supplement thereof on the followers.	and that(s)he is not that e of Newspaper), a new, 20, pring, County of, for an extension of a particular class, f same; that the notice of a regular and entire issue	a party to, nor(s)he /spaper of ge ted and publis, and wh nce of a gener still has a bona been establish County of te of publicat /oted to nor p profession, tra which the ann	interester is to the dweel is the dweel is all character is a fide substitution of the bublished ade, calling exed is a	ed in the he *_culation, kly/daily paper is ter, and scription ted and, for a e notice for the lig, race, a printed
* (Name of Foreman of the Printe	er or Principal Clerk of th	ne Printer)		
SUBSCRIBED AND SWORN to b	efore me this day	of	_, 20	
Notany Public in and for the Count	ty of	State of Cal	ifornia	
Notary Public in and for the Count	ty 01	, State of Cal	norma.	

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 18 13

Dated: APR 3 0 2013

ATTEST:

Kecia Harper-Ihem, Clerk to the Board

, ()

Deputy

Name CEO and Publisher
Title The Press-Enterprise

ublisher

COUNTY OF RIVERSIDE

Chairperson of the Board
JOHN J. BENOIT

Dated: 4(3)(3)
FORM APPROVED BY COUNTY COUNSEL

BY NW 4 4mm

APR 20 2013 3-26

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 Rafe!	Per Page	
4.0	21	210	\$18.20	\$3,822.00	İ
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	Canverted Inchiliate
··. 8	0.1	168	\$3,822.00	\$22.75
6	21	126	\$3,822.00	<i>\$30.33</i>

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	Convented. Inc. Bate
Columns :		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.

EXHIBIT A

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

2009 The Press-Enterprise Legal Advertising Rates

1st	Subsequent
\$1.30	\$1.20
\$18.20	\$16.80
•	•
\$22.75	\$21.00
\$30.33	\$28.00
	\$1.30 \$18.20 \$22.75

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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
	. 5	31p3.4	5.214	375.4
	6	37p7.5	6.271	451.5
ļ	_, 7	43p11.6	7.328	527.6
İ	· 8	50p3.7	8.385	603.7
i	. 9	56p7.8	9.442	679.8
l	10	62p11.9	10.499	755.9

EXHIBIT A PAGE 2

AGREEMENT

This Agreement is made by and between the County of Riverside, hereinafter referred to as the County, and The Desert Sun, and authorized 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. Duties of Publisher. The Publisher agrees as follows:

- A. To publish in all regular editions of the The Desert Sun once a week for two successive weeks, on Thursday, May 23, 2013 and Thursday, May 30, 2013, 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.
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AFFIDAVIT OF PUBLICATION

(Name of Newspaper)

(Title of Notice)

STATE OF CALIFORNIA County of) ss.)		
			of the said
County, being duly sworn, depose	es and says:		
THAT(s)he is and at all the time over the age of twenty-one years, above entitled matter; of the printer of (Name adjudicated by court decree dated in the City of published for the dissemination of which newspaper at all the time he list of paying subscribers, and which published at regular intervals in the period exceeding years hereinafter referred to; and which interests, entertainment or instruction or denomination, or any number of copy, has been published in each any supplement thereof on the followers.	and that(s)he is rethat e of Newspaper), a red, 20, red, County of flocal news and intellerein mentioned had a which newspaper had be city of s next preceding the ch newspaper is not tion of a particular class f same; that the notice in regular and entire is	not a party to, not(s)he(s)he newspaper of ge printed and publis, and whigence of a general still has a bond as been establish, County of date of publicate devoted to nor pass, profession, trace of which the ani	r interested in the is the * eneral circulation, shed weekly/daily ich newspaper is ral character, and a fide subscription hed, printed and, for a ion of the notice published for the ade, calling, race, nexed is a printed
* (Name of Foreman of the Print	er or Principal Clerk	of the Printer)	
SUBSCRIBED AND SWORN to b	pefore me this	day of	_, 20
Notary Public in and for the Coun	ity of	State of Cal	lifornia

Page 4

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- B. This Agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California.
- C. Any waiver by County of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the County to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping County from enforcement hereof.
- D. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue full force without being impaired or invalidated in any way.

Dated: MAR 19 2013

ATTEST:

Dated:

Keçia Harper-Ihem, Clerk to the Board

Deputy

COUNTY OF RIVERSIDE

Chairperson of the Board

Dated: 4/3/1/5
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 Columns	Page Depth	Total Inches	Mečiniya Indržiate	Cost Per Page
		040	\$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	lpcl.Rate
- 8	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:

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Legal	Page	Total	Cost	Converted
Columns	Depth	Inches	Per Page	her eate
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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

^{*}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
		•

	SERVICE SECTION CO.	IED / LEG OLUMN	AL
	5.1 Po	int Gutter	
Colum	n Pica	s inches	Points
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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
	5 31p3.4	5.214	375.4
1 6	37p7.5	6.271	451.5
7	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

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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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APR 30 2013 3-20

- 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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AFFIDAVIT OF PUBLICATION

(Name of Newspaper)

(Titl	e of	Notice))
-------	------	---------	---

STATE OF CALIFORNIA County of) ss.		
County of	/		
			of the said
County, being duly sworn, depos	ses and says:		
THAT(s)he is and at all the tile over the age of twenty-one years above entitled matter; of the printer of (Nan adjudicated by court decree date in the City of published for the dissemination which newspaper at all the time has list of paying subscribers, and published at regular intervals in period exceeding year hereinafter referred to; and whinterests, entertainment or instruor denomination, or any number copy, has been published in each any supplement thereof on the features.	rs, and that(s)he that me of Newspaper), ed, 20, County of of local news and in herein mentioned ha I which newspaper the City of ars next preceding in hich newspaper is ruction of a particular of same; that the no	is not a party to, nor in (s)he a newspaper of gene , printed and publish , and which atelligence of a general ad and still has a bona for has been established , County of the date of publication to devoted to nor publication to devoted to nor publice of which the anner estable of said newspore issue of said newspore control of the said newspore issue of said newspore control of the said newspore issue of said newspore control of the said newspore issue of said newspore control of the said newspore control of the said newspore control of the said newspore control of the said newspore control of the said newspore control of the said newspore control of the said newspore control of the said newspore control of the said newspore control of the said newspore control of the said newspore control of the said newspore control of the said newspore control of the said newspore control of the said newspore control of the said newspore control of the said newspore control of the said newspore control of the said newspore control of the said newspore control of the said newspore control of the said newspore control of the said newspore control of the said newspore control of the said newspore control of the said newspore control of the said newspore control of the said newspore control of the said newspore control of the said newspore control of the said newspore control of the said newspore control of the said newspore control of the said newspore control of the said newspore control of the said newspore control of the said newspore control of the said newspore control of the said newspore control of the said newspore control of the said newspore control of the said newspore control of the said newspore control of the said newspore control of the said newspore control of the said newspore control of the said newspore control of the said newspore control of the said newspore control of the said newspore control of the said newspore control of the said newspore control of the said newspore control of the said newspore	nterested in the is the 'eral circulation, ed weekly/daily h newspaper is character, and ide subscription of, printed and nof the notice ablished for the le, calling, race, exed is a printed
* (Name of Foreman of the Pri	nter or Principal Cle	erk of the Printer)	
SUBSCRIBED AND SWORN to	before me this	day of,	20
Notary Public in and for the Cou	unty of	, State of Califo	ornia.

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 18 13

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

Publisher

Dated: APR 3 0 2013

ATTEST:

Kecia Harper-Ihem, Clerk to the Board

 $Dy \mu \propto VV$

Deputy

dairperson of the Roard

COUNTY OF RIVERSIDE

Dated: 4/3/13

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	Ecounty =	Cost
	.Columns	Depth	Inches	Inch Rale:	Per Page
	40		210	\$18.20	\$3,822.00
1	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	Convened Incressie
8		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 Golumn converted rate

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Lega/	Page	Total	Cost	Converted.
Columns	Depth	Inches	Per Page	Inch Bate
8	A-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.

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

2009 The Press-Enterprise Legal Advertising Rates

1st	Subsequent
\$1.30	\$1.20
\$18.20	\$16.80
,	•
\$22.75	\$21.00
\$30.33	\$28.00
	\$1.30 \$18.20 \$22.75

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		Secretary and the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of th	
	5.1 Point	Guiter	
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 <i>.</i> 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 Southwest 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 24, 2013 and Friday, May 31, 2013, 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.

- 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 above entitled 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 _____, 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:

SUBSCRIBED AND SWORN to before me this _____ day of ______, 20_____.

Notary Public in and for the County of ______, State of California.

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

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

- A. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
- B. This Agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside. State of California.
- C. Any waiver by County of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the County to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping County from enforcement hereof.
- D. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue full force without being impaired or invalidated in any way.

Dated: 3 | 8 | 13

Ronald R. Redfern

Name **CEO** and Publisher Title

COUNTY OF RIVERSIDE

Publisher

The Press-Enterprise

Dated: APR 3 0 2013

ATTEST:

Kecia Harper-Ihem. Clerk to the Board

Deputy

Dated:

Chairperson of the Board JOHN J. BENOIT

FORM APPROVED BY COUNTY COUNSEL

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
40		010	\$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	Page	Total	Cost	+Gonyened+
Columns	Depth	Inches	Per Page	lpch Bate
· · · 8	0.1	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:

ZNU + UC	ay nace cc	MIACI DICII.		
Legal	Page	Total	Cost	Converted
Columns	Depth	Inches	Per Page	Inch Bare
8	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

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

2009 The Press-Enterprise Legal Advertising Rates

1st	Subsequent
\$1.30	\$1.20
\$18.20	\$16.80
•	·
\$22.75	\$21.00
\$30.33	\$28.00
	\$1.30 \$18.20 \$22.75

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	10 CO	LUMN					
5.1 Point Gutter							
Column	Picas	Inches	Points				
1	5p11	0,986	71.0				
2	12p3.1	2.043	147.1				
3	18p7.2	3.100	223.2				
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9	56p7.8	9.442	679.8				
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EXHIBIT A PAGE 2

AGREEMENT

This Agreement is made by and between the County of Riverside, hereinafter referred to as the County, and Palo Verde Valley Times, and authorized 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 22, 2013 and Wednesday, May 29, 2013, 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.

APR 30 2013 3-26

- 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 matter: that (s)he 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.

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.
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- B. This Agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California.
- C. Any waiver by County of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the County to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping County from enforcement hereof.
- D. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue full force without being impaired or invalidated in any way.

Dated:_	ΔPR	30	2013		
ATTEST	•:				

Kecia Harper-Ihem, Clerk to the Board

Dated: **KAR 15 2013**

Deputy

COUNTY OF RIVERSIDE

Publisher

Cheirperson of the Board JOHN J. BENOIT

Dated: <u>4/3//3</u> FORM APPROVED BY COUNTY COUNSEL

Title

Dale Gardner

THE PRESS-ENTERPRISE

2009 LEGAL ADVERTISING RATE & CONVERSION TABLES

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ı	10	21	210	\$16.80	\$3,528.00

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Legal	Page	Total	Cost	-Convened
Columns	Depth	Inches	Per Page	hich Bate
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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 Bate
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.

^{*}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

	CI	ASSIFIE	D/LEGAL	
		10 COL	\$P\$《\$P\$ 150 \$P\$\$P\$\$P\$高语	
		5.1 Point	Gutter	
	Column	Picas	inches	Points
	1	5p11	0,986	71.0
	. 2	12p3.1	2.043	147.1
	3	18p7.2	3.100	223.2
	4	24p11.3	4.157	299.3
	5	31p3.4	5.214	375.4
	6	37p7.5	6.271	451.5
	7	43p11.6	7.328	527.6
	8	50p3.7	8.385	603.7
l	9	56p7.8	9.442	679.8
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EXHIBIT A PAGE 2

AGREEMENT

This Agreement is made by and between the County of Riverside, hereinafter referred to as the County, and The Press Enterprise, publisher of the 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.

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 Press-Enterprise Edition once a week for two successive weeks, on Thursday, May 23, 2013 and Thursday, May 30, 2013, 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:09-000, 27-000, 54-000, 62-000, 68-000, 82-000, 83-000, 89-000 & 98-000
- B. The material to be published shall be as contained in documentation supplied by the Tax Collector. The form of the text and titles shall be as specified by the Tax Collector.
- C. The size and style and type for the text shall 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.

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- F. A copy of the revised Proof in slick Proof form for final approval for publication by the Tax Collector shall be submitted to the Tax Collector by personal messenger, first class Mail, or e-mail at least one week prior to the date of the first publication.
- G. On the day of the first publication, the Publisher shall deliver by messenger or deposit in the mail for delivery to the Tax Collector, four (4) copies of the entire newspaper containing the first publication.
 - On the day of the second publication, the Publisher shall deliver by messenger or deposit in the mail for delivery to the Tax Collector, two (2) copies of the entire newspaper containing the second publication.
- H. Within 24 hours after the second publication, two affidavits of publication made by the Publisher or its authorized representative, shall be delivered to the Tax Collector or deposited in the mail for delivery to the Tax Collector. Said affidavits shall be attached to a copy of the entire publication. Said affidavits shall be submitted in the form prescribed by the State Controller as follows:

AFFIDAVIT OF PUBLICATION

(Name of Newspaper) (Title of Notice) STATE OF CALIFORNIA) ss. County of _____ of the said County, being duly sworn, deposes and says: THAT (s)he is and at all the times herein mentioned was a citizen of the United States, over the age of twenty-one years, and that ___(s)he is not a party to, nor interested in the above entitled matter; that ___(s)he 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.

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

- No alteration or variation of the terms of this Agreement shall be valid unless made in A. 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.
- 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: 3/18/13

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

Publisher

APR **30** 2013 Dated:

ATTEST:

Kecia Harper-Ihem, Clerk to the Board

Deputy

COUNTY OF RIVERSIDE

Chairperson of the Board JOHN J. BENOIT

Dated: 4/3/13 FORM APPROVED BY COUNTY COUNSEL

Concid R. Redform CEO and Publisher The Press-Enterprise

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	İ
	Columns	Depth	Inches	Inch Raiet	Per Page	l
	40	0.1	010	\$18.20	\$3,822.00	l
ı	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	0.1	168	\$3,822.00	\$22.75
6	21	126	\$3,822.00	\$30.3 3

Page cost / total inches = Converted rate

8 Column converted rate 6 Column converted rate

2nd + Day Rate Conversion:

ZIIU + Da	y nate cu	11401 91011.		
Legal	Page	Total	Cost	Converted
Columns	Depth	Inches	Per Page	iner Bare
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.

EXHIBITA

^{*}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
		,

CI.	ASSIFIE	D/LEGAL	-
	10 COL	.UMN	
	5.1 Point	Gutter	
Column	Picas	Inches	Points
/ 1/	5p11	0,986	71.0
. 2	12p3.1	2.043	147.1
3	18p7.2	3.100	223.2
. 4	24p11.3	4.157	299.3
5	31p3.4	5.214	375.4
6	37p7.5	6.271	451.5
7	43p11.6	7.328	527.6
8	50p3.7	8.385	603.7
9	56p7.8	9.442	679.8
10	62p11.9	10.499	755.9

EXHIBIT A PAGE 2

AGREEMENT

This Agreement is made by and between the County of Riverside, hereinafter referred to as the County, and 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 24, 2013 and Friday, May 31, 2013, 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.
 - 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	e said
County, being duly sworn, de	poses and says:			
THAT(s)he is and at all the over the age of twenty-one ye above entitled matter of the printer of (Nadjudicated by court decree of in the City of published for the dissemination which newspaper at all the time list of paying subscribers, a published at regular intervals period exceeding ye hereinafter referred to; and interests, entertainment or insor denomination, or any number copy, has been published in any supplement thereof on the	ears, and that(s)he is; that Name of Newspaper), a dated, 20 County of on of local news and intended the herein mentioned had and which newspaper is in the City of years next preceding the which newspaper is not struction of a particular of the period of the period of the herein mentioned had and which newspaper is not struction of a particular of the herein mention of a particular of the herein mention of a particular of the herein mention of the herein mention of a particular of the herein mention of a particular of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the herein mention of the here	s not a party to, is not a party to, is newspaper of a newspaper of and pulling and still has a bottom of the date of public to devoted to not lass, profession, ice of which the assue of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said newspaper of said	nor interested is the general circul plished weekly which newspaneral characte on a fide subscribed, printed eation of the rade, calling, annexed is a p	in the ation, daily per is r, and iption d and for a notice or the race, rinted
* (Name of Foreman of the	Printer or Principal Cler	k of the Printer)		
SUBSCRIBED AND SWORN	I to before me this	_ day of	, 20	
Notary Public in and for the C	County of	, State of 0	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.

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	: <u>3-</u>	18-13
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Name <u>ART PEYES</u> Title <u>CENEARL MANAGE</u>A

Dated: APR **30** 2013

ATTEST:

Kecia Harper-Ihem, Clerk to the Board

Deputy

Dated: 4/3/13 FORM APPROVED BY COUNTY COUNSEL

Chairperson of the Board

Publisher

YAOF KIVERSIDE

JOHN J. BENOIT

Dale Gardner

THE PRESS-ENTERPRISE

2009 LEGAL ADVERTISING RATE & CONVERSION TABLES

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

Legal Rates:

Legal Columns	Page Depth	Total Inches	County Inch Rate	Cost Per Page
40	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:

	0110 20-7				<u> </u>
	Legal	P.age	Total	- Cost	Converted.
	Columns	Depth	Inches	Per Page	bch Rafe
ĺ	··· 8	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:

Legal Columns	Page Depth	Total Inches	Cost Per Page	Convented Incherate
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.

EXHIBIT A

^{*}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

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

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 23, 2013 and Thursday, May 30, 2013, 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:28-000 & 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.
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 - 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) ss.		
County of	 /		
			of the said
County, being duly sworn, deposes	s and says:		
THAT(s)he is and at all the time over the age of twenty-one years, above entitled matter; to of the printer of (Name adjudicated by court decree dated in the City of published for the dissemination of which newspaper at all the time her list of paying subscribers, and we published at regular intervals in the period exceeding years hereinafter referred to; and which interests, entertainment or instruction or denomination, or any number of copy, has been published in each any supplement thereof on the followed.	and that(s)he is not that, 20, a new, 20, pringle, County of, County of, local news and intelliged rein mentioned had and which newspaper has been ext preceding the day of a particular class is same; that the notice of the regular and entire is sufficient.	t a party to, nor into(s)he is wspaper of general inted and published, and which ence of a general c d still has a bona fid- been established , County of ate of publication evoted to nor public , profession, trade of which the annexe	erested in the state of the state of the state of the state of the notice of the notice of the notice of the notice of the notice of the printed and state of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice of the notice o
* (Name of Foreman of the Printe	er or Principal Clerk of	the Printer)	
SUBSCRIBED AND SWORN to be	efore me this da	y of, 2	0
Notary Public in and for the Count	v of	State of Californ	nia

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: MArch 15,2013

Dated: APR 3 0 2013

ATTEST:

Kecia Harper-Ihem, Clerk to the Board

Deputy

COUNTY OF RIVERSIDE

Publisher

Chairperson of the Board

JOHN J. BENOIT

Dated: <u>4/3//3</u> 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:

203						
	Legal	Page	Total	- County ⊵	Cost	l
	Columns	Depth	Inches	Inch Rate!	Per Page	l
	40	04	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	Gonverted Incriviate
8		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 + Day nate Conversion.					
ı	Lega/	Page	Total	Cost	Converted
	Columns	Depth	Inches	Per Page	inch Fate
	E	~-	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

^{*}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
	•	*

		ASSIE	D/LEGAL				
		10 COL					
	5.1 Point Gutter						
	Column	Picas	Inches	Points			
	/ 1.	5p11	0.986	71.0			
	2	12p3.1	2.043	147.1			
i	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			
I	, 7	43p11.6	7.328	527.6			
l	· 8	50p3.7	8.385	603.7			
l	9	56p7.8	9.442	679.8			
ļ	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 24, 2013 and Friday, May 31, 2013, 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.
- 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.
 - 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
above entitled matter; that(s)he is the *of the printer of (Name of Newspaper), a newspaper of general circulation,
or 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 Foremen of the Printer or Principal Clark of the Printer)
* (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.

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

- 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.
- 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.
- 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.
- 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 18 13

Ronald R. Redfern Name CEO and Publisher Title

The Press-Enterprise

Dated: APR **3 0** 2013

ATTEST:

Kecia Harper-Ihem, Clerk to the Board

Deputy

COUNTY OF RIVERSIDE

Publishe

Chairperson of the Board JOHN J. BENOIT

Dated: FORM APPROVED BY COUNTY COUNSEL

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
40	~ .	010	\$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	Page	Total	Cost	Converted.
Columns	Depth	Inches	Per Page	lpch.Rate
8	01	168	\$3,822.00	\$22.75
6	21	126	\$3,822.00	\$30.3 3

Page cost / total inches = Converted rate

8 Column converted rate 6 Column converted rate

2nd + Day Rate Conversion:

ZIIU T UA	y nate of	41401010111		
Legal	Page	Total	Cost	Converted
Columns	Depth	Inches	Per Page	itich Raie
8	~~	168	\$3,528.00	\$21.00
6	21	126	\$3,528.00	\$28.00

Page cost / total inches = Converted rate

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

EXHIBITA

^{*}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

C	ASSIFIE	D/LEGAL	
	10 COL	UMN	
	5.1 Point	Gutter	
Column	Picas	inches	Points
1	5p11	0.986	71.0
2	12p3.1	2.043	147.1
3	18p7.2	3.100	223.2
4	24p11.3	4,157	299.3
5	31p3.4	5.214	375.4
6	37p7.5	6.271	451.5
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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 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 24, 2013 and Friday, May 31, 2013, 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.
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 - 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) ss.)		
			of the said
County, being duly sworn, depose	es and says:		
THAT(s)he is and at all the time over the age of twenty-one years, above entitled matter; of the printer of (Name adjudicated by court decree dated in the City of published for the dissemination of which newspaper at all the time he list of paying subscribers, and published at regular intervals in the period exceeding years hereinafter referred to; and which interests, entertainment or instruction or denomination, or any number of copy, has been published in each any supplement thereof on the form	, and that(s)he is that e of Newspaper), a d, 20, County of f local news and integrein mentioned had which newspaper had cheen newspaper is not be newspaper is not be same; that the notion of a particular closs same; that the notion regular and entire	a not a party to, nor int(s)he is	erested in the s the <u>*</u> ral circulation, d weekly/daily newspaper is character, and le subscription, printed and of the notice lished for the calling, race, ed is a printed
* (Name of Foreman of the Print	ter or Principal Clerk	of the Printer)	
SUBSCRIBED AND SWORN to b	before me this	_day of, 2	: 0
Notary Public in and for the Coun	nty of	State of Californ	nia

- 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.
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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: MAR 1 5 2013

Name beke Bush
Title Pres. / CEO

Dated: APR 30 2013

ATTEST:

Kecia Harper-Ihem, Clerk to the Board

Deputy

COUNTY OF RIVERSIDE

hairperson of the Board

Dated: 4/3/13

FORM APPROVED BY COUNTY COUNSEL

Dale Gardner

JACA : AM

buke Bush Prus./CEO

THE PRESS-ENTERPRISE

2009 LEGAL ADVERTISING RATE & CONVERSION TABLES

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ZIIG T DU	7	211010101011		Total Control Control Control Control
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•		

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Column	Picas	Inches	Points
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EXHIBIT A PAGE 2