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

ille

FROM: Don Kent, Treasurer-Tax Collector

SUBMITTAL DATE: JUN 20 2016

**SUBJECT:** Publication Agreements for the 2013 Published Delinquent List. District ALL [\$65,000] Treasurer-Tax Collector's Budget.

**RECOMMENDED MOTION:** That the Board of Supervisors:

- 1. Approve the agreements for the annual publication of the "Published Delinquent List";
- 2. Authorize the Chairman of the Board of Supervisors to execute both copies of each agreement for each of the eight (8) participating newspapers herein attached;
- 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:**

Summary

(Continued on page 2)

Don Kent

Treasurer-Tax Collector

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:		Oı	ngoing Cost:	POLICY/C	
COST	\$ 65,000	\$ 0	\$	65,000	\$	0	Consent ☐ Policy 🗷	
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$		Consent - Toney Z		
SOURCE OF FUN	DS: Treasurer-T	ax Collector's Bud	dget			Budget Adjustn	nent: NO	
						For Fiscal Year:	2016	-2017
C.E.O. RECOMME	NDATION:	APPROVE				:0:		

**County Executive Office Signature** 

Samuel Wong

### MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:

Jeffries, Washington, Benoit and Ashley

□ Nays:

None

Absent:

Tavaglione

Date:

July 12, 2016

XC:

Treasurer

A-30 4/5 Vote

Positions Added

Change Order

Prev. Agn. Ref.:

District: ALL

Agenda Number:

3-53

Kecia Harper-Ihem

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

FORM 11: Publication Agreements for the 2013 Published Delinquent List. District ALL [\$65,000] Treasurer-

Tax Collector's Budget.

DATE: JUN 20 2016

PAGE: Page 2 of 2

### **BACKGROUND:**

### Summary (continued)

Under California Law, the Treasurer-Tax Collector is required to make this annual publication. The Treasurer-Tax Collector's 2016-2017 budget allows that sufficient funds are available to pay the publication costs.

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

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

In compliance with the law, the Treasurer-Tax Collector determined the following newspapers were "...the most likely to afford adequate notice to owners of the property": Calimesa News Mirror, The Desert Sun, Palo Verde Valley Times, The Press Enterprise, The Press Enterprise – East Zone, The Press Enterprise - South Zone, The Press Enterprise – West Zone, and The Record Gazette.

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

This notice will be published on August 17, 2016 and August 24, 2016 in those newspapers having a Wednesday publication; on August 18, 2016 and August 25, 2016 in those newspapers having a Thursday publication; and on August 19, 2016 and August 26, 2016 in those newspapers having a Friday publication.

### Impact on Citizens and Businesses

Publication of the 2013 Published Delinquent List is to collect unpaid taxes and to return the property to a revenue-generating status by conveying the property to another owner or motivating the assessee to redeem.

#### SUPPLEMENTAL:

### Contract History and Price Reasonableness

Agreements for this publication are annual by law. The agreed upon legal advertising rates, noted in Exhibit A, were effective May 27, 2014.

#### **ATTACHMENTS:**

16 Agreements – 2 for each of the 8 newspapers

This Agreement is made by and between the County of Riverside, hereinafter referred to as the County, and Calimesa News Mirror, and authorized CEO Toebe Bush, hereinafter referred to as the Publisher. The Treasurer-Tax Collector of the County of Riverside is hereinafter referred to as the Tax Collector, whose address is, County Administrative Center, PO 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 Calimesa News Mirror once a week for two (2) successive weeks, on Friday, August 19, 2016 and Friday, August 26, 2016, the PUBLISHED DELINQUENT LIST, and other items required by law to be published with said notice in the following tax rated areas: 22-000 & 97-000.
- B. The material to be published shall be as contained in documentation supplied by the Tax Collector. The form of the text and titles shall be as specified by the Tax Collector.
- The size and style and type for the text shall be not less than six (6) point and no more than six (6) 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.
- After the type has been initially set, proofread and corrected by the publisher, one (1) 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.

JUL 1 2 2016 353

- 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 twenty-four (24) hours after the second publication, two (2) 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:

(Name of Newspaper)

(Title of Notice)

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

Agreement Page 4

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

- Section 2. <u>Duties of Tax Collector</u>. The County agrees as follows:
- A. To use the services of the Publisher for the publication of that portion of the Published Delinquent List in the tax rate area(s) set forth in Section 1.A. above.
- B. To pay the Publisher for such services at the rates specified in Exhibit "A", a copy of which is attached hereto as and incorporated into this Agreement by this reference.
- C. Payment by the County is conditional upon full performance by the Publisher of this Agreement. Payment for both publications as set forth in Section 1.A. above shall be authorized by the Tax Collector and subsequently made by the County immediately after the second publication is completed in accordance with Section 1. above, and the Publisher has provided the Tax Collector with one (1) copy of an invoice setting forth the number of column squares; whether it is an eight (8) or six (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.
- K. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid,

JUN 1 5 2016 Dated:	Publisher
	By Carly Bent
	Name Toebe Bush Title Pususher
Dated: JUL 1 2 2016  ATTEST Kecia Harper-Ihem, Clerk of the Board  By Deputy	By Denoit OF RIVERSIDE  Chairperson of the Board  JOHN J. BENOIT
	DATED: 6/20/16 FORM APPROVED BY COUNTY COUNSEL  BY Dale Gardner

### MAY 27, 2014 LEGAL ADVERTISING RATE & CONVERSION TABLES

Legal Advertising is a 9 column x 21.5" Page Image Format. Retail Newspaper Standard Advertising Unit (SAU) is a 6 column x 21.5" Page Image Format. Legal Page Image Width in Inches is 10.38".

Legal Rates:

_09				Contract to the second second second
Legal	Page	Total	County	Cost
Columns	Depth	Inches	Inch Rate*	Per Page
	04.5	402 F	\$20.30	\$3,928.05
9	21.5	193.5	\$18.20	\$3,521.70

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	04.5	172	\$3,928.05	\$22.84
6	21.5	129	\$3,928.05	\$30.45

Page cost / total inches = Converted rate

- 8 Column converted rate
- 6 Column converted rate

2nd + Day Rate Conversion:

Legal	Page	Total	Cost	Converted
Columns	Depth	Inches	Per Page	Inch Rate
8	04.5	172	\$3,521.70	\$20.48
6	21.5	129	\$3,521.70	\$27,30

Page cost / total inches = Converted rate

- 8 Column converted rate
- 6 Column converted rate

<sup>\*</sup>Open rate is \$28 per column inch. Riverside County rate is equivalent to a 28% discount.

MAY 27, 2014 THE PRESS-ENTERPRISE LEGAL ADVERTISING RATES

Costs	1st	Subsequent
Per Agate Line	\$1.45	\$1.30
Per Column Inch	\$20.30	\$18.20
Per Column Square		
(a) 8 Column	\$22,84	\$20.48
(b) 6 Column	\$30.45	\$27.30

GLASSIFIED/LEGAL 9 GOLUMN			
Column	Inches		
1	1.09		
2	2.22		
3	3.38		
4	4.53		
5	5.69		
6	6.84		
7	8,00		
8	9,13		
9	10.31		

This Agreement is made by and between the County of Riverside, hereinafter referred to as the County, and The Desert Sun, and authorized CEO Mark Winkler, hereinafter referred to as the Publisher. The Treasurer-Tax Collector of the County of Riverside is hereinafter referred to as the Tax Collector, whose address is, County Administrative Center, PO 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 (2) successive weeks, on Thursday, August 18, 2016 and Thursday, August 25, 2016, the PUBLISHED DELINQUENT LIST, and other items required by law to be published with said notice in the following tax rated areas: 07-000, 11-000, 12-000, 14-000, 16-000, 17-000, 18-000, 19-000, 20-000, 58-000, 61-000 & 75-000.
- B. The material to be published shall be as contained in documentation supplied by the Tax Collector. The form of the text and titles shall be as specified by the Tax Collector.
- C. The size and style and type for the text shall be not less than six (6) point and no more than six (6) 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 (1) 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.
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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 twenty-four (24) hours after the second publication, two (2) 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:

(Name of Newspaper)
(Title of Notice)
STATE OF CALIFORNIA ) ss. County of)
of the said
County, being duly sworn, deposes and says:
THAT(s)he is and at all the times herein mentioned was a citizen of the United States, over the age of twenty-one years, and that(s)he is not a party to, nor interested in the above entitled matter; that(s)he is the *of the printer of (Name of Newspaper), a newspaper of general circulation, adjudicated by court decree dated, 20, printed and published weekly/daily in the City of, County of, and which newspaper is published for the dissemination of local news and intelligence of a general character, and which newspaper at all the time herein mentioned had and still has a bona fide subscription list of paying subscribers, and which newspaper has been established, printed and published at regular intervals in the City of, County of, for a period exceeding years next preceding the date of publication of the notice hereinafter referred to; and which newspaper is not devoted to nor published for the interests, entertainment or instruction of a particular class, profession, trade, calling, race, or denomination, or any number of same; that the notice of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:
* (Name of Foreman of the Printer or Principal Clerk of the Printer)
SUBSCRIBED AND SWORN to before me this day of, 20  Notary Public in and for the County of, State of California.

- 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 Published Delinquent List in the tax rate area(s) set forth in Section 1.A. above.
- B. To pay the Publisher for such services at the rates specified in Exhibit "A", a copy of which is attached hereto as and incorporated into this Agreement by this reference.
- Payment by the County is conditional upon full performance by the Publisher of this Agreement. Payment for both publications as set forth in Section 1.A. above shall be authorized by the Tax Collector and subsequently made by the County immediately after the second publication is completed in accordance with Section 1. above, and the Publisher has provided the Tax Collector with one (1) copy of an invoice setting forth the number of column squares; whether it is an eight (8) or six (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.
- E. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid,

Dated:	Publisher
	By Mary Clubb
	Name MARK WINKLER Title PRES IDENT DESERT SU
Dated: JUL 1 2 2016  ATTEST Kecia Harper-Ihem, Clerk of the Board By Deputy	By Chairperson of the Board JOHN J. BENOIT
	DATED: 6/2016 FORM APPROVED BY COUNTY COUNSEL  BY Dale Gardner

### MAY 27, 2014 LEGAL ADVERTISING RATE & CONVERSION TABLES

Legal Advertising is a 9 column x 21.5" Page Image Format.
Retail Newspaper Standard Advertising Unit (SAU) is a 6 column x 21.5" Page Image Format.
Legal Page Image Width in Inches is 10.38".

Legal Rates:

-090111				
Legs!	Page	Total	County	Cost
Columns	Depth	Inches	Inch Rate*	Per Page
0	21.5	193.5	\$20.30	\$3,928.05
9	21.5	193,5	\$18,20	\$3,521.70

Columns x depth x rate = Page cost

One day rate. 2nd + day rate.

One Day Rate Conversion:

0110 1	1010 0011	, ,, ,, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
Legal	Page	Total	Cost	Converted
Columns	Depth	Inches	Per Page	Inch Rate
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- 8 Column converted rate
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2nd + Day Rate Conversion:

Legal	Page	Total	Cost	Converted
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(1) 中央大学会社会会会会会会会会会会会会会会会会会会会会会会会会会会会会会会会会会会会	IED/LEGAL )LUMN
Column	Inches
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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.
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(Name of Newspaper)

(Title of Notice)

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

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- 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.
- H. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid,

Dated: 6/10/10

Dated: JUL 1 2 2016

ATTEST

Kecia Harper-Ihem, Clerk of the Board

Deputy

Publisher

Name\_ Title

COUNTY OF RIVERSIDE

Chairperson of the Board

JOHN J. BENOIT

DATED: 6/20 (16)
FORM APPROVED BY COUNTY COUNSEL

Dale Gardner

### MAY 27, 2014 LEGAL ADVERTISING RATE & CONVERSION TABLES

Legal Advertising is a 9 column x 21.5" Page Image Format.

Retail Newspaper Standard Advertising Unit (SAU) is a 6 column x 21.5" Page Image Format.

Legal Page Image Width in Inches is 10.38".

Legal Rates:

Lege!	Page	Total	County	Cost
Columns	Depth	Inches	Inch Rate*	Per Page
0	21.5	193.5	\$20.30	\$3,928.05
9	21.0	193,5	\$18.20	\$3,521.70

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	21.5	172	\$3,928.05	\$22.84
6		129	\$3,928.05	\$30.45

Page cost / total inches = Converted rate

- 8 Column converted rate
- 6 Column converted rate

2nd + Day Rate Conversion:

Legal	Page	Total	Cost	Converted
Columns	Depth	Inches	Per Page	Inch Rate
8	04 E	172	\$3,521.70	\$20.48
6	21.5	129	\$3,521.70	\$27.30

Page cost / total inches = Converted rate

- 8 Column converted rate
- 6 Column converted rate

<sup>\*</sup>Open rate is \$28 per column inch. Riverside County rate is equivalent to a 28% discount.

MAY 27, 2014 THE PRESS-ENTERPRISE LEGAL ADVERTISING RATES

Costs	1st	Subsequent
Per Agate Line	\$1.45	\$1.30
Per Column Inch	\$20.30	\$18.20
Per Column Square		
(a) 8 Column	\$22.84	\$20.48
(b) 6 Column	\$30.45	\$27.30

Contracting the Contract of th	ED/LEGAL LUMN
Column	Inches
1	1.09
2	2.22
3	3,38
4	4.53
5	5,69
6	6.84
7	8.00
8	9.13
9	10.31

This Agreement is made by and between the County of Riverside, hereinafter referred to as the County, and The Press Enterprise, East Zone, and authorized CEO Ron Hasse, hereinafter referred to as the Publisher. The Treasurer-Tax Collector of the County of Riverside is hereinafter referred to as the Tax Collector, whose address is, County Administrative Center, PO 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, East Zone once a week for two (2) successive weeks, on Thursday, August 18, 2016 and Thursday, August 25, 2016, the PUBLISHED DELINQUENT LIST, and other items required by law to be published with said notice in the following tax rated areas: 06-000, 10-000, 71-000 & 91-000.
- B. The material to be published shall be as contained in documentation supplied by the Tax Collector. The form of the text and titles shall be as specified by the Tax Collector.
- C. The size and style and type for the text shall be not less than six (6) point and no more than six (6) 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 (1) 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 twenty-four (24) hours after the second publication, two (2) 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:

(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 *				
* (Name of Foreman of the Printer or Principal Clerk of the Printer)				
SUBSCRIBED AND SWORN to before me this day of, 20  Notary Public in and for the County of, State of California.				

- I. If there is an error by the Publisher in the publications required under 1.A. above, the Publisher shall republish the NOTICE at no cost to the County.
  - Section 2. Duties of Tax Collector. The County agrees as follows:
- A. To use the services of the Publisher for the publication of that portion of the Published Delinquent List in the tax rate area(s) set forth in Section 1.A. above.
- B. To pay the Publisher for such services at the rates specified in Exhibit "A", a copy of which is attached hereto as and incorporated into this Agreement by this reference.
- C. Payment by the County is conditional upon full performance by the Publisher of this Agreement. Payment for both publications as set forth in Section 1.A. above shall be authorized by the Tax Collector and subsequently made by the County immediately after the second publication is completed in accordance with Section 1. above, and the Publisher has provided the Tax Collector with one (1) copy of an invoice setting forth the number of column squares; whether it is an eight (8) or six (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.
- F. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid,

JUN 0 9 2016 Dated:	Publisher
	Name for Hasse Title Pablisher
Dated: JUL 1 2 2016  ATTEST Kecia Harper-Ihem, Clerk of the Board By Deputy	By Denvi Denvi Chairperson of the Board JOHN J. BENOIT
	DATED: 4/20116 FORM APPROVED BY COUNTY COUNSEL BY Dale Gardner

### JUN 7, 2016 LEGAL ADVERTISING RATE & CONVERSION TABLES

Legal Advertising is a 9 column x 21.5" Page Image Format. Retail Newspaper Standard Advertising Unit (SAU) is a 6 column x 21.5" Page Image Format. Legal Page Image Width in Inches is 10.31".

Legal Rates:

Legal	Page	Total	Full Run	Cost
Columns	Depth	Inches	Inch Rate*	Per Page
9	21.5	193.5	\$20.30	\$3,928.05
9	21.5	193.5	\$18.20	\$3,521.70
Legal	Page	Total	Zone	Cost
Columns	Depth	Inches	Inch Rate*	Per Page
9	21.5	193.5	\$13.30	\$2,573.55

Columns x depth x rate = Page cost

Full run one day rate.
Full run 2nd + day rate.
Columns x depth x rate = Page cost

Zoned rate.

One Day Rate Conversion:

Circ Day Mate Com Croston				
Legal	Page	Total	Cost	Converted
Columns	Depth	Inches	Per Page	Inch Rate
0	8 21.5	172	\$3,928.05	\$22.84
0			\$2,573.55	\$14.96
6		129	\$3,928.05	\$30.45
0		129	\$2,573.55	\$19.95

Page cost / total inches = Converted rate

8 Column converted rate - full run

8 Column converted rate - zone

6 Column converted rate - full run

6 Column converted rate - zone

2nd + Day Rate Conversion:

Legal	Page	Total	Cost	Converted
Columns	Depth	Inches	Per Page	Inch Rate
8	21.5	172	\$3,521.70	\$20.48
6	21.0	129	\$3,521.70	\$27.30

Page cost / total inches = Converted rate

8 Column converted rate - full run

6 Column converted rate - full run

# JUN 7, 2016 LEGAL ADVERTISING RATES

Costs (Full Run)	1st	Subsequent
Per Agate Line	\$1.45	\$1.30
Per Column Inch	\$20.30	\$18.20
Per Column Square		
(a) 8 Column	\$22.84	\$20.48
(b) 6 Column	\$30.45	\$27.30

CLASIFIED/LEGAL 9 COLUMN FORMAT			
Column	Inches		
1	1.09		
2	2.22		
3	3.38		
4	4.53		
5	5.69		
6	6.84		
7	8.00		
8	9.13		
9	10.31		

EXHIBIT A PAGE 2

This Agreement is made by and between the County of Riverside, hereinafter referred to as the County, and The Press Enterprise, South Zone, and authorized CEO Ron Hasse, hereinafter referred to as the Publisher. The Treasurer-Tax Collector of the County of Riverside is hereinafter referred to as the Tax Collector, whose address is, County Administrative Center, PO 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, South Zone once a week for two (2) successive weeks, on Friday, August 19, 2016 and Friday, August 26, 2016, the PUBLISHED DELINQUENT LIST, and other items required by law to be published with said notice in the following tax rated areas: 05-000, 08-000, 13-000, 23-000, 24-000, 25-000, 26-000, 65-000 & 94-000.
- B. The material to be published shall be as contained in documentation supplied by the Tax Collector. The form of the text and titles shall be as specified by the Tax Collector.
- C. The size and style and type for the text shall be not less than six (6) point and no more than six (6) 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.
- After the type has been initially set, proofread and corrected by the publisher, one (1) 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 twenty-four (24) hours after the second publication, two (2) 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:

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

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

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_ Notary Public in and for the County of \_\_\_\_\_\_, State of California. Agreement Page 4

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 Published Delinquent List in the tax rate area(s) set forth in Section 1.A. above.
- B. To pay the Publisher for such services at the rates specified in Exhibit "A", a copy of which is attached hereto as and incorporated into this Agreement by this reference.
- C. Payment by the County is conditional upon full performance by the Publisher of this Agreement. Payment for both publications as set forth in Section 1.A. above shall be authorized by the Tax Collector and subsequently made by the County immediately after the second publication is completed in accordance with Section 1. above, and the Publisher has provided the Tax Collector with one (1) copy of an invoice setting forth the number of column squares; whether it is an eight (8) or six (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.
- G. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid,

/4	
JUN 0 9 2016 Dated:	Publisher
	By CA
	Name for Hasse
	Title Pablisher
Dated: <u>JUL 1 2 2016</u>	COUNTY OF RIVERSIDE
ATTEST Kecia Harper-Ihem, Clerk of the Board	Chairperson of the Board  JOHN J. BENOIT
Deputy Deputy	
	DATED: 4/20/16 FORM APPROVED BY COUNTY COUNSEL
	BY Dale Gardner
	Dale Galunet

### JUN 7, 2016 LEGAL ADVERTISING RATE & CONVERSION TABLES

Legal Advertising is a 9 column x 21.5" Page Image Format.

Retail Newspaper Standard Advertising Unit (SAU) is a 6 column x 21.5" Page Image Format.

Legal Page Image Width in Inches is 10.31".

#### Legal Rates:

	AL			
Legal	Page	Total	Full Run	Cost
Columns	Depth	Inches	Inch Rate*	Per Page
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9	21.5	193.5	\$18.20	\$3,521.70
Legal	Page	Total	Zone	Cost
Columns	Depth	Inches	Inch Rate*	Per Page
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Columns x depth x rate = Page cost

Full run one day rate.
Full run 2nd + day rate.
Columns x depth x rate = Page cost

Zoned rate.

#### One Day Rate Conversion:

	one buy rute com crown				
Ì	Legal	Page	Total	Cost	Converted
Ì	Columns	Depth	Inches	Per Page	Inch Rate
		172	\$3,928.05	\$22.84	
	8	21.5	172	\$2,573.55	\$14.96
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Page cost / total inches = Converted rate

8 Column converted rate - full run

8 Column converted rate - zone

6 Column converted rate - full run

6 Column converted rate - zone

#### 2nd + Day Rate Conversion:

Lila . Du	y reace conversion			
Legal	Page	Total	Cost	Converted
Columns	Depth	Inches	Per Page	Inch Rate
8	21.5	172	\$3,521.70	\$20.48
6	21.5	129	\$3,521.70	\$27.30

Page cost / total inches = Converted rate

8 Column converted rate - full run

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## JUN 7, 2016 LEGAL ADVERTISING RATES

Costs (Full Run)	1st	Subsequent
Per Agate Line	\$1.45	\$1.30
Per Column Inch	\$20.30	\$18.20
Per Column Square		
(a) 8 Column	\$22.84	\$20.48
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CLASIFIED/LEGAL 9 COLUMN FORMAT			
Column	Inches		
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9	10.31		

EXHIBIT A PAGE 2

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#### AFFIDAVIT OF PUBLICATION

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

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

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- Any waiver by County of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the County to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping County from enforcement hereof.
- D. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid.

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

JUN 0 9 2016 Dated:	Publisher
¥	Name fronds fasse Title fublisher
Dated: JUL 1 2 2016  ATTEST Kecia Harper-Ihem, Clerk of the Board By Deputy	By Chairperson of the Board JOHN J. BENOIT
	DATED:

#### JUN 7, 2016 LEGAL ADVERTISING RATE & CONVERSION TABLES

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Full run one day rate.
Full run 2nd + day rate.
Columns x depth x rate = Page cost

Zoned rate.

One Day Rate Conversion:

Legal	Page	Total	Cost	Converted
Columns	Depth	Inches	Per Page	Inch Rate
		172	\$3,928.05	\$22.84
0	21.5	172	\$2,573.55	\$14.96
6	21.5	129	\$3,928.05	\$30.45
0		129	\$2,573.55	\$19.95

Page cost / total inches = Converted rate

8 Column converted rate - full run

8 Column converted rate - zone

6 Column converted rate - full run

6 Column converted rate - zone

2nd + Day Rate Conversion:

ZIIG . Da	Male Co	iversion.		
Legal	Page	Total	Cost	Converted
Columns	Depth	Inches	Per Page	Inch Rate
8	21.5	172	\$3,521.70	\$20.48
6	21.5	129	\$3,521.70	\$27.30

Page cost / total inches = Converted rate

8 Column converted rate - full run

6 Column converted rate - full run

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

## JUN 7, 2016 LEGAL ADVERTISING RATES

Costs (Full Run)	1st	Subsequent
Per Agate Line	\$1.45	\$1.30
Per Column Inch	\$20.30	\$18.20
Per Column Square		
(a) 8 Column	\$22.84	\$20.48
(b) 6 Column	\$30.45	\$27.30

CLASIFIED/LEGAL 9 COLUMN FORMAT			
Column	Inches		
1	1.09		
2	2.22		
3	3.38		
4	4.53		
5	5.69		
6	6.84		
7	8.00		
8	9.13		
9	10.31		

#### **AGREEMENT**

This Agreement is made by and between the County of Riverside, hereinafter referred to as the County, and The Press Enterprise, and authorized CEO Ron Hasse, hereinafter referred to as the Publisher. The Treasurer-Tax Collector of the County of Riverside is hereinafter referred to as the Tax Collector, whose address is, County Administrative Center, PO 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 once a week for two (2) successive weeks, on Thursday, August 18, 2016 and Thursday, August 25, 2016, the PUBLISHED DELINQUENT LIST, and other items required by law to be published with said notice in the following tax rated areas: 09-000, 27-000, 28-000, 54-000, 62-000, 68-000, 82-000, 83-000, 88-000, 89-000, 98-000 & 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 be not less than six (6) point and no more than six (6) 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 (1) 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 twenty-four (24) hours after the second publication, two (2) 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 the of the printer of (Name of Newspaper), a newspaper of general circulation, adjudicated by court decree dated \_\_\_\_\_, 20\_\_\_, printed and published weekly/daily in the City of \_\_\_\_\_, County of \_\_\_\_, and which newspaper is published for the dissemination of local news and intelligence of a general character, and which newspaper at all the time herein mentioned had and still has a bona fide subscription list of paying subscribers, and which newspaper has been established, printed and published at regular intervals in the City of \_\_\_\_\_, County of \_\_\_\_, for a period exceeding years next preceding the date of publication of the notice hereinafter referred to; and which newspaper is not devoted to nor published for the interests, entertainment or instruction of a particular class, profession, trade, calling, race. or denomination, or any number of same; that the notice of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

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

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

Page 4

- I. If there is an error by the Publisher in the publications required under 1.A. above, the Publisher shall republish the NOTICE at no cost to the County.
  - 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 Published Delinquent List in the tax rate area(s) set forth in Section 1.A. above.
- B. To pay the Publisher for such services at the rates specified in Exhibit "A", a copy of which is attached hereto as and incorporated into this Agreement by this reference.
- C. Payment by the County is conditional upon full performance by the Publisher of this Agreement. Payment for both publications as set forth in Section 1.A. above shall be authorized by the Tax Collector and subsequently made by the County immediately after the second publication is completed in accordance with Section 1. above, and the Publisher has provided the Tax Collector with one (1) copy of an invoice setting forth the number of column squares; whether it is an eight (8) or six (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.
- I. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid,

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

Dale Gardner

Dated: JUN 09 2016	Publisher  By A Hasse  Title Publisher
Dated:JUL 1 2 2016  ATTEST Kecia Harper-Ihem, Clerk of the Board  By	By Chairperson of the Board JOHN J. BENOIT
	DATED: 4/20/16 FORM APPROVED BY COUNTY COUNSEL

#### JUN 7, 2016 LEGAL ADVERTISING RATE & CONVERSION TABLES

Legal Advertising is a 9 column x 21.5" Page Image Format. Retail Newspaper Standard Advertising Unit (SAU) is a 6 column x 21.5" Page Image Format. Legal Page Image Width in Inches is 10.31".

Legal Rates:

Legal	Page	Total	Full Run	Cost
Columns	Depth	Inches	Inch Rate*	Per Page
9	21.5	193.5	\$20.30	\$3,928.05
9	21.5	193.5	\$18.20	\$3,521.70
Legal	Page	Total	Zone	Cost
Columns	Depth	Inches	Inch Rate*	Per Page
9	21.5	193.5	\$13.30	\$2,573.55

Columns x depth x rate = Page cost

Full run one day rate.
Full run 2nd + day rate.
Columns x depth x rate = Page cost

Zoned rate.

One Day Rate Conversion:

one buy rate conversion.				
Legal	Page	Total	Cost	Converted
Columns	Depth	Inches	Per Page	Inch Rate
8		172	\$3,928.05	\$22.84
0	21.5	172	\$2,573.55	\$14.96
6	21.5	129	\$3,928.05	\$30.45
0		129	\$2,573.55	\$19.95

Page cost / total inches = Converted rate

8 Column converted rate - full run

8 Column converted rate - zone

6 Column converted rate - full run

6 Column converted rate - zone

2nd + Day Rate Conversion:

Legal	Page	Total	Cost	Converted
Columns	Depth	Inches	Per Page	Inch Rate
8	21.5	172	\$3,521.70	\$20.48
6	21.5	129	\$3,521.70	\$27.30

Page cost / total inches = Converted rate

8 Column converted rate - full run

6 Column converted rate - full run

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

### **JUN 7, 2016 LEGAL ADVERTISING RATES**

Costs (Full Run)	1st	Subsequent
Per Agate Line	\$1.45	\$1.30
Per Column Inch	\$20.30	\$18.20
Per Column Square		
(a) 8 Column	\$22.84	\$20.48
(b) 6 Column	\$30.45	\$27.30

CLASIFIED/LEGAL 9 COLUMN FORMAT		
Column	Inches	
1	1.09	
2	2.22	
3	3.38	
4	4.53	
5	5.69	
6	6.84	
7	8.00	
8	9.13	
9	10.31	

#### AGREEMENT

This Agreement is made by and between the County of Riverside, hereinafter referred to as the County. and The Record Gazette, and authorized CEO Toebe Bush, hereinafter referred to as the Publisher. The Treasurer-Tax Collector of the County of Riverside is hereinafter referred to as the Tax Collector, whose address is, County Administrative Center, PO 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:

- To publish in all regular editions of the The Record Gazette once a week for two (2) A. successive weeks, on Friday, August 19, 2016 and Friday, August 26, 2016, the PUBLISHED DELINQUENT LIST, and other items required by law to be published with said notice in the following tax rated areas: 01-000, 02-000, 55-000 & 56-000.
- B. The material to be published shall be as contained in documentation supplied by the Tax Collector. The form of the text and titles shall be as specified by the Tax Collector.
- The size and style and type for the text shall be not less than six (6) point and no more C. than six (6) 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.
- After the type has been initially set, proofread and corrected by the publisher, one (1) copy E., 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 twenty-four (24) hours after the second publication, two (2) 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 *
* (Name of Foreman of the Printer or Principal Clerk of the Printer)
SUBSCRIBED AND SWORN to before me this day of, 20  Notary Public in and for the County of, State of California.

Agreement Page 4

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

- Section 2. Duties of Tax Collector. The County agrees as follows:
- A. To use the services of the Publisher for the publication of that portion of the Published Delinquent List in the tax rate area(s) set forth in Section 1.A. above.
- B. To pay the Publisher for such services at the rates specified in Exhibit "A", a copy of which is attached hereto as and incorporated into this Agreement by this reference.
- C. Payment by the County is conditional upon full performance by the Publisher of this Agreement. Payment for both publications as set forth in Section 1.A. above shall be authorized by the Tax Collector and subsequently made by the County immediately after the second publication is completed in accordance with Section 1. above, and the Publisher has provided the Tax Collector with one (1) copy of an invoice setting forth the number of column squares; whether it is an eight (8) or six (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.
- J. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid.

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

JUN 08 2016 Dated:	Publisher  By Cacly Bul  Name Toebe Bush  Title Publisher
ATTEST Kecia Harper-Ihem, Clerk of the Board By Deputy	COUNTY OF RIVERSIDE  By Denor  Chairperson of the Board  JOHN J. BENOIT
	DATED: ( \( \sigma \) ( \( \sigma \) FORM APPROVED BY COUNTY COUNSEL

#### MAY 27, 2014 LEGAL ADVERTISING RATE & CONVERSION TABLES

Legal Advertising is a 9 column x 21.5" Page Image Format. Retail Newspaper Standard Advertising Unit (SAU) is a 6 column x 21.5" Page Image Format. Legal Page Image Width in Inches is 10.38".

Legal Rates:

Legal	Page	Total	County	Cost
Columns	Depth	Inches	Inch Rate*	Per Page
	04.5	400 F	\$20.30	\$3,928.05
9	21.5	193.5	\$18.20	\$3,521.70

Columns x depth x rate = Page cost

One day rate. 2nd + day rate.

One Day Rate Conversion:

Legal Columns	Page Deoth	Total Inches	Cost Per Page	Converted Inch Rate
8		172	\$3,928.05	\$22.84
6	21.5	129	\$3,928.05	\$30.45

Page cost / total inches = Converted rate

- 8 Column converted rate
- 6 Column converted rate

2nd + Day Rate Conversion:

Legal	Page	Total	Cost	Converted
Columns	Depth	Inches	Per Page	Inch Rate
8	04.5	172	\$3,521.70	\$20.48
5	21.5	129	\$3,521.70	\$27.30

Page cost / lotal inches = Converted rate

- 8 Column converted rate
- 6 Column converted rate

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

<sup>\*</sup>Open rate is \$28 per column inch. Riverside County rate is equivalent to a 28% discount.

MAY 27, 2014 THE PRESS-ENTERPRISE LEGAL ADVERTISING RATES

Costs	1st	Subsequent
Per Agate Line	\$1.45	\$1.30
Per Column Inch	\$20,30	\$18.20
Per Column Square		
(a) 8 Column	\$22.84	\$20.48
(b) 6 Column	\$30.45	\$27.30

CLASSIFI 9 CO	
Column	Inches
1	1.09
2	2,22
3	3,38
4	4.53
5	5.69
6	6,84
7	8.00
8	9.13
9	10.31