

**MEETING DATE:** Tuesday, April 30, 2019

FROM : TREASURER-TAX COLLECTOR:

SUBJECT: TREASURER-TAX COLLECTOR: Publication Agreements for the 2019 "Notice of Power and Intent to Sell Tax-Defaulted Property," District All. [\$40,000-Treasurer-Tax Collector's Budget 100%]

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

- 1. Approve the Agreements with the eight participating newspapers listed below for the annual publication of the "Notice of Power and Intent to Sell Tax-Defaulted Property";
- 2. Authorize the Chairman of the Board of Supervisors to execute both copies of each Agreement for each of the eight participating newspapers herein attached;
- 3. Instruct the Clerk of the Board to return both signed copies of each Agreement to the Treasurer-Tax Collector to forward to each of the participating newspapers.

**ACTION:**Policy

Jon Christensen, Treasurer-Tax Collector 4/17/2019

## MINUTES OF THE BOARD OF SUPERVISORS

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

Jeffries, Spiegel, Washington and Perez Ayes: None Nays: Hewitt Absent: April 30, 2019 Date: Treasurer XC: Page 1 of 3

Kecia Harper Clerko

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 40,000	\$0	\$ 40,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS:	Treasurer-Tax Colleg	ctor's Budget 100%	Budget Adjust	ment: No
		For Fiscal Yea	<b>r:</b> 18/19	

### C.E.O. RECOMMENDATION: APPROVE

### BACKGROUND: Summary

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 Treasurer-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 Treasurer-Tax Collector's Power to Sell. 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 15, 2019 and May 22, 2019 in the newspapers having a Wednesday publication; on May 16, 2019 and May 23, 2019 in the newspapers having a Thursday publication; and on May 17, 2019 and May 24, 2019 in the newspapers having a Friday publication. 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: 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 Record Gazette. Under California Law, the Treasurer-Tax

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

Collector is required to make this annual publication. Sufficient funds are available in the Treasurer-Tax Collector's 2018-2019 budget account to pay estimated publication costs.

### Impact on Residents and Businesses

Publication of the 2019 "Notice of Power and Intent to Sell Tax-Defaulted Property," 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.

#### Contract History and Price Reasonableness

Agreements for this publication are annual by law. The agreed upon legal advertising rates, noted in Exhibit A, have been in effect since January 31, 2019.

### ATTACHMENTS (if any, in this order):

ATTACHMENT A. Calimesa News Mirror – Contracts ATTACHMENT B. The Desert Sun – Contracts ATTACHMENT C. Palo Verde Valley Times – Contracts ATTACHMENT D. The Press Enterprise – Contracts ATTACHMENT E. The Press Enterprise – East Zone–Contracts ATTACHMENT F. The Press Enterprise – South Zone –Contracts ATTACHMENT G. The Press Enterprise – West Zone–Contracts ATTACHMENT G. The Press Enterprise – West Zone–Contracts

4/24/2019 4/16/2019 agement Analyst **Director County Counsel** Gregory

## 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 Treasurer-Tax Collector of the County of Riverside is hereinafter referred to as the Treasurer-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, May 17, 2019 and Friday, May 24, 2019, the NOTICE OF IMPENDING 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 Treasurer-Tax Collector. The form of the text and titles shall be as specified by the Treasurer-Tax Collector.
- C. The size and style and type for the text shall not be less than six (6) point and no more than six (6) point nonpareil solid type and in column form or as may be otherwise specified by the Treasurer-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 Treasurer-Tax Collector for purposes of making corrections, additions, deletions and other changes. The Treasurer-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 Treasurer-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 Treasurer-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 Treasurer-Tax Collector within five (5) days after the original documentation is received by the Publisher from the Treasurer-Tax Collector. The proofs shall be returned to the Treasurer-Tax Collector by means of personal messenger, by first class mail, or by e-mail.
  - 2. A revised proof, as corrected by the Treasurer-Tax Collector, shall be transmitted by the Publisher to the Treasurer-Tax Collector within two (2) days after the corrected original proof is received by the Publisher from the Treasurer-Tax Collector. The proofs shall be returned to the Treasurer-Tax Collector by means of personal messenger, by first class mail, or by e-mail.

APR 3 0 2019 3.40

- F. A copy of the revised proof in slick proof form for final approval for publication by the Treasurer-Tax Collector shall be submitted to the Treasurer-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 Treasurer-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 Treasurer-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 Treasurer-Tax Collector or deposited in the mail for delivery to the Treasurer-Tax Collector. Said affidavits shall be attached to a copy of the entire publication. Said affidavits shall be submitted in the form prescribed by the State Controller as follows:

## AFFIDAVIT OF PUBLICATION

## (Name of Newspaper)

(Title of Notice)

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

of the

said County, being duly sworn, deposes and says:

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

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

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

- I. If there is an error by the Publisher in the publications required under 1.A. above, the Publisher shall republish the NOTICE at no cost to the County.
- Section 2: Duties of Treasurer-Tax Collector. The County agrees as follows:
  - A. To use the services of the Publisher for the publication of that portion of the Notice of Impending 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 by the Treasurer-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 Treasurer-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 Treasurer-Tax Collector. This remedy is not exclusive, and the County may pursue any other available remedy at law or in equity for breach of this Agreement by the 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 the 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 the 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: 3-06-19

Publisher

Name Tocke Bush Title Prus/CED

COUNTY OF RIVERSIDE

Chairperson of the Board **KEVIN JEFFRIES** 

Dated: APR 3 0 2019

BY 2

FORM APPROVED BY COUNTY COUNSEL Michael Thomas, Deputy County Counsel

Dated:\_\_\_\_\_APR 3 0 2019

ATTEST:

Kecia Harper-Ihem, Clerk to the Board

Deputy

# THE PRESS-ENTERPRISE

## LEGAL NOTICE COUNTY TAX ADVERTISING RATES AS OF JANUARY 31, 2019

Legal Advertising is a 10 column x 21" Page Image Format.

Retail Newspaper Standard Advertising Unit (SAU) is a 6 column x 21" Page Image Format. Page Image Width in Inches is 9.89".

### Legal Rates:

Legal	Page	Total	Full Run	Cost	Columns x depth x rate = Page cost
Columns	Depth	Inches	Inch Rate	Per Page	
10	21	210	\$18.20	\$3,822	Full run one day rate.
10	21	210	\$16.10	\$3,381	Full run 2nd + day rate.

### Main News Daily\* Modular Size Rates:

SAU	Page	Total	Cost	Cost	Cost	
Columns	Depth	Inches	Full Page	Half Page	Qtr Page	
6	21	126	\$4,318	\$2,690	\$1,502	Full run rate.

### Local News Daily\* Modular Size Rates:

SAU	Page	Total	Cost	Cost	Cost	]
Columns	Depth	Inches	Full Page	Half Page	Qtr Page	
6	21	126	\$3,930	\$2,450	\$1,370	Full run rate

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

Costs PCI (Full Run)	1st	Subsequent
Per Agate Line	\$1.30	\$1.15
Per Column Inch	\$18.20	\$16.10

\*Non-Sunday

CLASIFIED/LEGAL 10 COLUMN FORMAT			
Column	Inches		
1	0.938		
2	1.93		
3	2.93		
4	3.92		
5	4.92		
6	5.91		
7	6.91		
8	7.9		
9	8.9		
10	9.89		

DISPLAY (SAU) 6 COLUMN FORMAT		
Column	Inches	
1	1.56	
2	3.22	
3	4.89	
4	6.56	
5	8.22	
6	9.89	

## 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 Anthony Bratti, hereinafter referred to as the Publisher. The Treasurer-Tax Collector of the County of Riverside is hereinafter referred to as the Treasurer-Tax Collector, whose address is, County Administrative Center, 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, May 16, 2019 and Thursday, May 23, 2019, the NOTICE OF IMPENDING 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 Treasurer-Tax Collector. The form of the text and titles shall be as specified by the Treasurer-Tax Collector.
- C. The size and style and type for the text shall not be less than six (6) point and no more than six (6) point nonpareil solid type and in column form or as may be otherwise specified by the Treasurer-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 Treasurer-Tax Collector for purposes of making corrections, additions, deletions and other changes. The Treasurer-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 Treasurer-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 Treasurer-Tax Collector under this Agreement.
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- F. A copy of the revised proof in slick proof form for final approval for publication by the Treasurer-Tax Collector shall be submitted to the Treasurer-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 Treasurer-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 Treasurer-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 Treasurer-Tax Collector or deposited in the mail for delivery to the Treasurer-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 \_\_\_\_\_ )

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 , County of\_\_\_\_\_, and which newspaper is published for the of 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 3

of the

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  - B. To pay the Publisher for such services at the rates specified in Exhibit "A", a copy of which is attached hereto as and incorporated into this Agreement by this reference.
  - 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 Treasurer-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 Treasurer-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 the 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 the 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:\_\_\_\_\_

Dated: APR 3 0 2019

Kecia Harper-Ihem. Clerk to the Board

Name Title

COUNTY OF RIVERSIDE

By Chairperson of the Board **KEVIN JEFFRIES** 

Dated: APR 3 0 2019

BY FORM APPROVED BY COUNTY COUNSEL Michael Thomas, Deputy County Counsel

Deputy

ATTEST:

# THE PRESS-ENTERPRISE

# LEGAL NOTICE COUNTY TAX ADVERTISING RATES AS OF JANUARY 31, 2019

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### Main News Daily\* Modular Size Rates:

SAU	Page	Total	Cost	Cost	Cost	
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5	4.92		
6	5.91		
7	6.91		
8	7.9		
9	8.9		
10	9.89		

DISPLAY (SAU) 6 COLUMN FORMAT				
Column	Inches			
1	1.56			
2	3.22			
3	4.89			
4	6.56			
5	8.22			
6	9.89			

## 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 Lisa Reilly, hereinafter referred to as the Publisher. The Treasurer-Tax Collector of the County of Riverside is hereinafter referred to as the Treasurer-Tax Collector, whose address is, County Administrative Center, 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 Palo Verde Valley Times once a week for two (2) successive weeks, on Wednesday, May 15, 2019 and Wednesday, May 22, 2019, the NOTICE OF IMPENDING 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 Treasurer-Tax Collector. The form of the text and titles shall be as specified by the Treasurer-Tax Collector.
- C. The size and style and type for the text shall not be less than six (6) point and no more than six (6) point nonpareil solid type, and in column form, or as may be otherwise specified by the Treasurer-Tax Collector.
- D. The same type shall be used for both publication dates; the type as set for the first publication shall not be broken up and reset for the second publication.
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- F. A copy of the revised proof in slick proof form for final approval for publication by the Treasurer-Tax Collector shall be submitted to the Treasurer-Tax Collector by personal messenger, first class Mail, or e-mail at least one week prior to the date of the first publication.
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## AFFIDAVIT OF PUBLICATION

(Name of Newspaper)

(Title of Notice)

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

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.

of the

- 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 Treasurer-Tax Collector. The County agrees as follows:
  - A. To use the services of the Publisher for the publication of that portion of the Notice of Impending 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 by the Treasurer-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 Treasurer-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 Treasurer-Tax Collector. This remedy is not exclusive, and the County may pursue any other available remedy at law or in equity for breach of this Agreement by the 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 the 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 the 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: 3-5-19

APR 3 0 2019

......

ATTEST:

Dated:

Kecia Harper-Ihem, Clerk to the Board

Deputy

Publisher Name Title OF RIV COUNT

BV Chairperson

Dated: APR 3 0 2019

BY FORM APPROVED BY COUNTY COUNSEL Michael Thomas, Deputy County Counsel

# THE PRESS-ENTERPRISE

# LEGAL NOTICE COUNTY TAX ADVERTISING RATES AS OF JANUARY 31, 2019

Legal Advertising is a 10 column x 21" Page Image Format.

Retail Newspaper Standard Advertising Unit (SAU) is a 6 column x 21" Page Image Format. Page Image Width in Inches is 9.89".

### Legal Rates:

Legal	Page	Total	Full Run	Cost	Columns x depth x rate = Page cost
Columns	Depth	Inches	Inch Rate	Per Page	
10	21	210	\$18.20	\$3,822	Full run one day rate.
10	21	210	\$16.10	\$3,381	Full run 2nd + day rate.

## Main News Daily\* Modular Size Rates:

SAU	Page	Total	Cost	Cost	Cost	
Columns	Depth	Inches	Full Page	Half Page	Qtr Page	
6	21	126	\$4,318	\$2,690	\$1,502	Full run rat

### Local News Daily\* Modular Size Rates:

SAU	Page	Total	Cost	Cost	Cost	]
Columns	Depth	Inches	Full Page	Half Page	Qtr Page	
6	21	126	\$3,930	\$2,450	\$1,370	Full run rate

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

Costs PCI (Full Run)	1st	Subsequent
Per Agate Line	\$1.30	\$1.15
Per Column Inch	\$18.20	\$16.10

\*Non-Sunday

CLASIFIED/LEGAL 10 COLUMN FORMAT				
Column	Inches			
1	0.938			
2	1.93			
3	2.93			
4	3.92			
5	4.92			
6	5.91			
7	6.91			
8	7.9			
9	8.9			
10	9.89			

DISPLAY (SAU) 6 COLUMN FORMAT			
Column	Inches		
1	1.56		
2	3.22		
3	4.89		
4	6.56		
5	8.22		
6	9.89		

## AGREEMENT

This Agreement is made by and between the County of Riverside, hereinafter referred to as the County, and The Press Enterprise, and authorized Publisher Ron Hasse, hereinafter referred to as the Publisher. The Treasurer-Tax Collector of the County of Riverside is hereinafter referred to as the Treasurer-Tax Collector, whose address is, County Administrative Center, 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 once a week for two (2) successive weeks, on Thursday, May 16, 2019 and Thursday, May 23, 2019, the NOTICE OF IMPENDING 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, 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 Treasurer-Tax Collector. The form of the text and titles shall be as specified by the Treasurer-Tax Collector.
- C. The size and style and type for the text shall not be less than six (6) point and no more than six (6) point nonpareil solid type and in column form or as may be otherwise specified by the Treasurer-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 Treasurer-Tax Collector for purposes of making corrections, additions, deletions and other changes. The Treasurer-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 Treasurer-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 Treasurer-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 Treasurer-Tax Collector within five (5) days after the original documentation is received by the Publisher from the Treasurer-Tax Collector. The proofs shall be returned to the Treasurer-Tax Collector by means of personal messenger, by first class mail, or by e-mail.
  - 2. A revised proof, as corrected by the Treasurer-Tax Collector, shall be transmitted by the Publisher to the Treasurer-Tax Collector within two (2) days after the corrected original proof is received by the Publisher from the Treasurer-Tax Collector. The proofs shall be returned to the Treasurer-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 Treasurer-Tax Collector shall be submitted to the Treasurer-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 Treasurer-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 Treasurer-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 Treasurer-Tax Collector or deposited in the mail for delivery to the Treasurer-Tax Collector. Said affidavits shall be attached to a copy of the entire publication. Said affidavits shall be submitted in the form prescribed by the State Controller as follows:

# AFFIDAVIT OF PUBLICATION

# (Name of Newspaper)

(Title of Notice)

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

of the

said County, being duly sworn, deposes and says:

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

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

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

- I. If there is an error by the Publisher in the publications required under 1.A. above, the Publisher shall republish the NOTICE at no cost to the County.
- Section 2: Duties of Treasurer-Tax Collector. The County agrees as follows:
  - A. To use the services of the Publisher for the publication of that portion of the Notice of Impending 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 by the Treasurer-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 Treasurer-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 Treasurer-Tax Collector. This remedy is not exclusive, and the County may pursue any other available remedy at law or in equity for breach of this Agreement by the Publisher.

Page 5

#### Section 3: <u>Mutual Agreements</u>. The parties further mutually agree as follows:

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

Dated:

Publisher By \_\_\_\_\_\_ Name \_\_\_\_\_\_ Title \_\_\_\_\_\_

Dated: APR 3 0 2019

ATTEST:

Kecia Harper-Ihem, Clerk to the Board By

Deputy

COUNTY OF RIVERSIDE

Chairperson of the Board **KEVIN JEFFRIES** 

Dated: \_\_\_\_\_APR 3 0 2019

BY FORM APPROVED BY COUNTY COUNSEL

Michael Thomas, Deput Count Counsel

# THE PRESS-ENTERPRISE

## LEGAL NOTICE COUNTY TAX ADVERTISING RATES AS OF JANUARY 31, 2019

Legal Advertising is a 10 column x 21" Page Image Format.

Retail Newspaper Standard Advertising Unit (SAU) is a 6 column x 21" Page Image Format. Page Image Width in Inches is 9.89".

## Legal Rates:

Legal	Page	Total	Full Run	Cost	Columns x depth x rate = Page cost
Columns	Depth	Inches	Inch Rate	Per Page	
10	21	210	\$18.20	\$3,822	Full run one day rate.
10	21	210	\$16.10	\$3,381	Full run 2nd + day rate.

### Main News Daily\* Modular Size Rates:

SAU	Page	Total	Cost	Cost	Cost	
Columns	Depth	Inches	Full Page	Half Page	Qtr Page	
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### Local News Daily\* Modular Size Rates:

SAU	Page	Total	Cost	Cost	Cost	
Columns	Depth	Inches	Full Page	Half Page	Qtr Page	
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Large legal advertisements require additional time for formatting and setting type.

Costs PCI (Full Run)	1st	Subsequent
Per Agate Line	\$1.30	\$1.15
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\*Non-Sunday

CLASIFIED/LEGAL 10 COLUMN FORMAT				
Column	Inches			
1	0.938			
2	1.93			
3	2.93			
4	3.92			
5	4.92			
6	5.91			
7	6.91			
8	7.9			
9	8.9			
10	9.89			

DISPLAY 6 COLUMN	
Column	Inches
1	1.56
2	3.22
3	4.89
4	6.56
5	8.22
6	9.89

## AGREEMENT

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 Publisher Ron Hasse, hereinafter referred to as the Publisher. The Treasurer-Tax Collector of the County of Riverside is hereinafter referred to as the Treasurer-Tax Collector, whose address is, County Administrative Center, 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, May 16, 2019 and Thursday, May 23, 2019, the NOTICE OF IMPENDING POWER TO SELL TAX-DEFAULTED PROPERTY 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 Treasurer-Tax Collector. The form of the text and titles shall be as specified by the Treasurer-Tax Collector.
- C. The size and style and type for the text shall not be less than six (6) point and no more than six (6) point nonpareil solid type and in column form or as may be otherwise specified by the Treasurer-Tax Collector.
- D. The same type shall be used for both publication dates; the type as set for the first publication shall not be broken up and reset for the second publication.
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- G. On the day of the first publication, the Publisher shall deliver by messenger or deposit in the mail for delivery to the Treasurer-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 Treasurer-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 Treasurer-Tax Collector or deposited in the mail for delivery to the Treasurer-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:

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# AFFIDAVIT OF PUBLICATION

(Name of Newspaper)

(Title of Notice)

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

of the

said County, being duly sworn, deposes and says:

THAT (s)he is and at all the times herein mentioned was a citizen of the United States, over the age of twenty-one years, and that (s)he is not a party to, nor interested in the above entitled matter; that (s)he is the \* of the printer of (Name of Newspaper), a newspaper of general circulation, adjudicated by court decree dated \_\_\_\_\_, 20\_\_\_\_, printed and published weekly/daily in the City of \_\_\_\_\_, County of \_\_\_\_\_, and which newspaper is published for the dissemination of local news and intelligence of a general character, and which newspaper at all the time herein mentioned had and still has a bona fide subscription list of paving 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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- C. Any waiver by the 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 the County from enforcement hereof.
- D. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue full force without being impaired or invalidated in any way.

Dated:\_\_\_\_\_

Publisher By A Name\_forulat Hase Title\_fullation

COUNTY OF RIVERSIDE

Bv Chairperson of the Board

KEVIN JEFFRIES

Dated:

BY FORM APPROVED BY COUNTY COUNSEL Michael Thomas, Deputy County Counsel

Dated: APR 3 0 2019

ATTEST:

Kecia Harper-them, Clerk to the Board Deputy

# THE PRESS-ENTERPRISE

# LEGAL NOTICE COUNTY TAX ADVERTISING RATES AS OF JANUARY 31, 2019

Legal Advertising is a 10 column x 21" Page Image Format.

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SAU	Page	Total	Cost	Cost	Cost
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4	3.92	
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7	6.91	
8	7.9	
9	8.9	
10	9.89	

DISPLAY (SAU) 6 COLUMN FORMAT		
Column	Inches	
1	1.56	
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3	4.89	
4	6.56	
5	8.22	
6	9.89	

## AGREEMENT

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 Publisher Ron Hasse, hereinafter referred to as the Publisher. The Treasurer-Tax Collector of the County of Riverside is hereinafter referred to as the Treasurer-Tax Collector, whose address is, County Administrative Center, 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, South Zone once a week for two (2) successive weeks, on Friday, May 17, 2019 and Friday, May 24, 2019, the NOTICE OF IMPENDING 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 Treasurer-Tax Collector. The form of the text and titles shall be as specified by the Treasurer-Tax Collector.
- C. The size and style and type for the text shall not be less than six (6) point and no more than six (6) point nonpareil solid type and in column form or as may be otherwise specified by the Treasurer-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 Treasurer-Tax Collector for purposes of making corrections, additions, deletions and other changes. The Treasurer-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 Treasurer-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 Treasurer-Tax Collector under this Agreement.
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- F. A copy of the revised proof in slick proof form for final approval for publication by the Treasurer-Tax Collector shall be submitted to the Treasurer-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 Treasurer-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 Treasurer-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 Treasurer-Tax Collector or deposited in the mail for delivery to the Treasurer-Tax Collector. Said affidavits shall be attached to a copy of the entire publication. Said affidavits shall be submitted in the form prescribed by the State Controller as follows:

# AFFIDAVIT OF PUBLICATION

# (Name of Newspaper)

(Title of Notice)

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

of the

said County, being duly sworn, deposes and says:

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

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

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

- I. If there is an error by the Publisher in the publications required under 1.A. above, the Publisher shall republish the NOTICE at no cost to the County.
- Section 2: Duties of Treasurer-Tax Collector. The County agrees as follows:
  - A. To use the services of the Publisher for the publication of that portion of the Notice of Impending 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 by the Treasurer-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 Treasurer-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 Treasurer-Tax Collector. This remedy is not exclusive, and the County may pursue any other available remedy at law or in equity for breach of this Agreement by the 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 the 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 the 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:

Dated: APR 3 0 2019

ATTEST:

Kecia Harper-Ihem, Clerk to the Board

B Deputy

Publisher By Name Title

COUNTY OF RIVERSIDE

By Chairperson of the Board

Dated: APR 3 0 2019

FORM APPROVED BY COUNTY COUNSEL

Michael Thomas, Deputy County Counsel

IFFERIES

# THE PRESS-ENTERPRISE

# LEGAL NOTICE COUNTY TAX ADVERTISING RATES AS OF JANUARY 31, 2019

Legal Advertising is a 10 column x 21" Page Image Format.

Retail Newspaper Standard Advertising Unit (SAU) is a 6 column x 21" Page Image Format. Page Image Width in Inches is 9.89".

## Legal Rates:

Legal	Page	Total	Full Run	Cost	Columns x depth x rate = Page cost
Columns	Depth	Inches	Inch Rate	Per Page	
10	21	210	\$18.20	\$3,822	Full run one day rate.
10	21	210	\$16.10	\$3,381	Full run 2nd + day rate.

### Main News Daily\* Modular Size Rates:

SAU	Page	Total	Cost	Cost	Cost
Columns	Depth	Inches	Full Page	Half Page	Qtr Page
6	21	126	\$4,318	\$2,690	\$1,502

#### Local News Daily\* Modular Size Rates:

SAU	Page	Total	Cost	Cost	Cost	
Columns	Depth	Inches	Full Page	Half Page	Qtr Page	
6	21	126	\$3,930	\$2,450	\$1,370	Full run rate.

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

Costs PCI (Full Run)	1st	Subsequent
Per Agate Line	\$1.30	\$1.15
Per Column Inch	\$18.20	\$16.10

\*Non-Sunday

CLASIFIED/LEGAL 10 COLUMN FORMAT				
Column	Inches			
1	0.938			
2	1.93			
3	2.93			
4	3.92			
5	4.92			
6	5.91			
7	6.91			
8	7.9			
9	8.9			
10	9.89			

DISPLAY (SAU) 6 COLUMN FORMAT				
Column	Inches			
1	1.56			
2	3.22			
3	4.89			
4	6.56			
5	8.22			
6	9.89			

# AGREEMENT

This Agreement is made by and between the County of Riverside, hereinafter referred to as the County, and The Press Enterprise, West Zone, and authorized Publisher Ron Hasse, hereinafter referred to as the Publisher. The Treasurer-Tax Collector of the County of Riverside is hereinafter referred to as the Treasurer-Tax Collector, whose address is, County Administrative Center, 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, West Zone once a week for two (2) successive weeks, on Friday, May 17, 2019 and Friday, May 24, 2019, the NOTICE OF IMPENDING 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, 21-000, 53-000, 59-000, 80-000 & 87-000.
- B. The material to be published shall be as contained in documentation supplied by the Treasurer-Tax Collector. The form of the text and titles shall be as specified by the Treasurer-Tax Collector.
- C. The size and style and type for the text shall not be less than six (6) point and no more than six (6) point nonpareil solid type and in column form or as may be otherwise specified by the Treasurer-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 Treasurer-Tax Collector for purposes of making corrections, additions, deletions and other changes. The Treasurer-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 Treasurer-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 Treasurer-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 Treasurer-Tax Collector within five (5) days after the original documentation is received by the Publisher from the Treasurer-Tax Collector. The proofs shall be returned to the Treasurer-Tax Collector by means of personal messenger, by first class mail, or by e-mail.
  - 2. A revised proof, as corrected by the Treasurer-Tax Collector, shall be transmitted by the Publisher to the Treasurer-Tax Collector within two (2) days after the corrected original proof is received by the Publisher from the Treasurer-Tax Collector. The proofs shall be returned to the Treasurer-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 Treasurer-Tax Collector shall be submitted to the Treasurer-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 Treasurer-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 Treasurer-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 Treasurer-Tax Collector or deposited in the mail for delivery to the Treasurer-Tax Collector. Said affidavits shall be attached to a copy of the entire publication. Said affidavits shall be submitted in the form prescribed by the State Controller as follows:

# AFFIDAVIT OF PUBLICATION

# (Name of Newspaper)

(Title of Notice)

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

of the

said County, being duly sworn, deposes and says:

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

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

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

- I. If there is an error by the Publisher in the publications required under 1.A. above, the Publisher shall republish the NOTICE at no cost to the County.
- Section 2: Duties of Treasurer-Tax Collector. The County agrees as follows:
  - A. To use the services of the Publisher for the publication of that portion of the Notice of Impending 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 by the Treasurer-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 Treasurer-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 Treasurer-Tax Collector. This remedy is not exclusive, and the County may pursue any other available remedy at law or in equity for breach of this Agreement by the 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 the 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 the 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:\_\_\_\_\_

Dated: APR 3 0 2019

ATTEST:

Kecia Harper-Ihem, Clerk to the Board

Bv Deputy

Publisher B Name Title

COUNTY OF RIVERSIDE

Chairperson of

Dated: \_\_\_\_\_\_ APR 3 0 2019

RY FORM APPROVED BY COUNTY COUNSEL

Michael Thomas, Deputy County Counter

# THE PRESS-ENTERPRISE

# LEGAL NOTICE COUNTY TAX ADVERTISING RATES AS OF JANUARY 31, 2019

Legal Advertising is a 10 column x 21" Page Image Format.

Retail Newspaper Standard Advertising Unit (SAU) is a 6 column x 21" Page Image Format. Page Image Width in Inches is 9.89".

## Legal Rates:

Legal	Page	Total	Full Run	Cost	Columns x depth x rate = Page cost
Columns	Depth	Inches	Inch Rate	Per Page	
10	21	210	\$18.20	\$3,822	Full run one day rate.
10	21	210	\$16.10	\$3,381	Full run 2nd + day rate.

## Main News Daily\* Modular Size Rates:

SAU	Page	Total	Cost	Cost	Cost	
Columns	Depth	Inches	Full Page	Half Page	Qtr Page	
6	21	126	\$4,318	\$2,690	\$1,502	Full run rat

#### Local News Daily\* Modular Size Rates:

SAU	Page	Total	Cost	Cost	Cost	
Columns	Depth	Inches	Full Page	Half Page	Qtr Page	
6	21	126	\$3,930	\$2,450	\$1,370	Full run rate.

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

Costs PCI (Full Run)	1st	Subsequent
Per Agate Line	\$1.30	\$1.15
Per Column Inch	\$18.20	\$16.10

\*Non-Sunday

CLASIFIED/LEGAL 10 COLUMN FORMAT				
Column	Inches			
1	0.938			
2	1.93			
3	2.93			
4	3.92			
5	4.92			
6	5.91			
7	6.91			
8	7.9			
9	8.9			
10	9.89			

DISPLAY (SAU) 6 COLUMN FORMAT			
Column	Inches		
1	1.56		
2	3.22		
3	4.89		
4	6.56		
5	8.22		
6	9.89		

#### AGREEMENT

This Agreement is made by and between the County of Riverside, hereinafter referred to as the County, and Record Gazette, and authorized Publisher Toebe Bush, hereinafter referred to as the Publisher. The Treasurer-Tax Collector of the County of Riverside is hereinafter referred to as the Treasurer-Tax Collector, whose address is, County Administrative Center, 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 Record Gazette once a week for two (2) successive weeks, on Friday, May 17, 2019 and Friday, May 24, 2019, the NOTICE OF IMPENDING 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 Treasurer-Tax Collector. The form of the text and titles shall be as specified by the Treasurer-Tax Collector.
- C. The size and style and type for the text shall not be less than six (6) point and no more than six (6) point nonpareil solid type and in column form or as may be otherwise specified by the Treasurer-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 Treasurer-Tax Collector for purposes of making corrections, additions, deletions and other changes. The Treasurer-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 Treasurer-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 Treasurer-Tax Collector under this Agreement.
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- F. A copy of the revised proof in slick proof form for final approval for publication by the Treasurer-Tax Collector shall be submitted to the Treasurer-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 Treasurer-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 Treasurer-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 Treasurer-Tax Collector or deposited in the mail for delivery to the Treasurer-Tax Collector. Said affidavits shall be attached to a copy of the entire publication. Said affidavits shall be submitted in the form prescribed by the State Controller as follows:

## AFFIDAVIT OF PUBLICATION

(Name of Newspaper)

(Title of Notice)

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

\_of the

said County, being duly sworn, deposes and says:

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

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

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

- I. If there is an error by the Publisher in the publications required under 1.A. above, the Publisher shall republish the NOTICE at no cost to the County.
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  - A. To use the services of the Publisher for the publication of that portion of the Notice of Impending 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: 3-5-2019

Ublisher Bv

Name loebe Bush Title Pris./CEO

COUNTY OF RIVERSIDE

By Chairperson of the Board **KEVIN JEFFRIES** 

Dated: APR 3 0 2019

BY

FORM APPROVED BY COUNTY COUNSEL Michael Thomas, Deputy County Counsel

APR 3 0 2019 Dated:

ATTEST:

Kecia Harper-Ibem, Clerk to the Board

By

Deputy

# THE PRESS-ENTERPRISE

# LEGAL NOTICE COUNTY TAX ADVERTISING RATES AS OF JANUARY 31, 2019

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10	9.89	

DISPLAY (SAU) 6 COLUMN FORMAT			
Column	Inches		
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3	4.89		
4	6.56		
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