

**AGREEMENT BETWEEN THE CITY OF MERCED AND THE MERCED
COUNTY TIMES (MID VALLEY PUBLICATIONS) TO PROVIDE
ADVERTISING AND LEGAL NOTICES**

THIS AGREEMENT is made by and between the City of Merced, a California Charter Municipal Corporation (hereinafter called "CITY"), and Mid Valley Publications (hereinafter called "VENDOR").

RECITALS

CITY desires to have certain publication services provided (the "services") as set forth in Exhibit A, attached hereto and incorporated herein.

VENDOR represents that it is qualified and able to perform the services.

NOW, THEREFORE, the parties agree as follows:

Section 1. VENDOR's Services. VENDOR shall perform the services as described in Exhibit A to the full satisfaction of CITY.

Section 2. Time of Performance. VENDOR shall perform these services for a three (3) year term commencing on July 1, 2022 and terminating on June 30, 2025.

Section 3. Compensation. CITY agrees to compensate VENDOR, and VENDOR agrees to accept in full satisfaction for the services required by this Agreement an amount not to exceed the Consideration set forth in Exhibit B. Said Consideration shall constitute reimbursement of VENDOR's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable).

VENDOR shall submit to CITY an itemized invoice which shall set forth in detail a description of the services performed. VENDOR shall also submit one affidavit of publication for each advertisement placed in the Merced County Times. CITY shall pay VENDOR the amount of such undisputed billing within thirty (30) days of receipt of the itemized statement and affidavits of publication.

Section 4. Independent Contractor. VENDOR is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of VENDOR or any of VENDOR's employees, except as herein set forth. VENDOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 5. Assignment. This Agreement may not be assigned in whole or in part by either party, without the prior written consent of CITY.

Section 6. Personnel. VENDOR represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All personnel engaged in the work shall be qualified to perform such services.

Section 7. Insurance.

- A. VENDOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Commercial General Liability Insurance, with minimum limits of One Million Dollars (\$1,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by VENDOR.
- B. VENDOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Media Liability Coverage that includes errors and omissions coverage for public notices, with minimum limits of One Million Dollars (\$1,000,000) for each occurrence.

- C. VENDOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect Business Automobile Liability Insurance at least as broad as Insurance Services office form CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 "any auto" and endorsement CA 0029 (Ed. 12/88) with a limit not less than \$1,000,000 (One Million Dollars) per accident.
- D. VENDOR agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation and employer's liability insurance as required by law.
- E. VENDOR shall require each of its sub-consultants or sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.
- F. VENDOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at VENDOR's expense, the premium thereon.
- G. At all times during the term of this Agreement, VENDOR shall maintain on file with the City Clerk a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts. VENDOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability and vehicle liability insurance shall contain an endorsement naming CITY as an additional insured. VENDOR shall provide CITY with thirty (30) days prior written notice if the policies required under this Agreement will be canceled or reduced. All of the policies required under this Agreement shall state that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

- I. The insurance provided by VENDOR shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.
- J. Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, VENDOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or VENDOR shall procure a bond guaranteeing payment of losses and expenses.
- K. The insurance coverage amounts required under the Agreement do not limit CITY's right to recover against VENDOR and its insurance carriers.

Section 8. Indemnification. VENDOR shall indemnify, protect, defend (with legal counsel selected by the City), save and hold City, its officers, employees, and agents, harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of VENDOR or VENDOR'S officers, employees, volunteers, and agents during performance of this Agreement; VENDOR shall indemnify, protect, defend (with counsel selected by the City) save and hold City, its officers, employees and agents harmless from any and claims or causes of action for any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of VENDOR or its employees, subcontractors, or agents, or by the quality or character of VENDOR'S work, or resulting from the negligence of the City, its officers, employees, volunteers and agents, except for loss caused by the sole negligence or willful misconduct of the City or its officers, employees, volunteers or agents. It is understood that the duty of VENDOR to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve VENDOR from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of this Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, VENDOR acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

Section 9. Notice. Any notice required to be given to VENDOR shall be deemed duly and properly given upon delivery, if sent to VENDOR postage prepaid to the VENDOR's address set forth below or personally delivered to VENDOR at such address or other address specified to CITY in writing by VENDOR.

Mid Valley Publications
P. O. Box 65
Winton, California 95388

Any notice required to be given to CITY shall be deemed duly and properly given upon delivery, if sent to CITY postage prepaid to CITY's address set forth below or personally delivered to CITY at such address or other address specified to VENDOR in writing by CITY.

City of Merced
City Clerk
678 West 18th Street
Merced, California 95340

Section 10. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and VENDOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and VENDOR.

Section 11. Attorney's Fees. In the event that CITY or VENDOR commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees.

Section 12. Governing Law. The interpretation and implementation of this Agreement shall be governed by the law of the State of California.

Section 13. Severability. Invalidity of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal Corporation

BY: _____
City Manager

ATTEST:
STEPHANIE R. DIETZ, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY:  
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

MID VALLEY PUBLICATION

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. _____

ADDRESS: P. O. Box 65
Winton, CA 95388

TELEPHONE: _____ (209) 388-5311

FAX: _____

E-MAIL: _____

EXHIBIT A

SCOPE OF SERVICES

VENDOR shall, at CITY's written request, perform the following services to the satisfaction of CITY:

Print and publish, on a non-exclusive basis, correctly and in a first-class manner in the Merced County Times, a newspaper that has been adjudicated as a newspaper of general circulation as defined in Section 6008 of the Government Code, for the City of Merced, all legal advertising. In addition, VENDOR shall print and publish, on a non-exclusive basis, correctly and in a first class manner in the Merced County Times, any other notices or advertising of whatever kind or nature that may be requested in writing by the City, to be printed pursuant to the terms of this bid, and furnish proof of such publication. However, nothing in this Agreement shall be construed to require CITY to place all advertisements, or any particular advertisement, with VENDOR. CITY retains the right to place advertisements in any publication or medium as required by law and as it determines to be in the best interests of CITY.

In the event VENDOR fails to publish an advertisement or notice, or publishes improperly, VENDOR shall, at the election of CITY, republish the advertisement or notice on the next available publication date at no charge to CITY or shall not charge CITY for the improperly published advertisement.

VENDOR's deadline for publication of notices/advertising shall be 11:00 AM Pacific Time for on Tuesday for a Thursday publication day.

VENDOR shall provide one affidavit of publication within two weeks of each publication.

VENDOR shall pick up the notice/advertising copy from CITY or accept fax or digital transmission of the copy from CITY, and provide a proof prior to publication for City to review for accuracy.

VENDOR's rates shall not exceed the rates VENDOR charges any other commercial advertiser (other than rates for advertising residential real estate) for the same advertising, in the same location, other than special introductory rates or special rates charged to advertisers who contract to purchase at least one half page of advertising in every edition of the Beverly Hills Courier for a duration of at least ninety days. For those advertisements requiring typesetting, VENDOR's rates shall not exceed the rates VENDOR charges for any other advertiser for the same size advertising, in the same location, and typeset by VENDOR, other than special introductory rates or special rates charged to advertisers who contract to purchase at least one half page of advertising in every edition of the Beverly Hills Courier for a duration of at least ninety days. VENDOR shall submit to CITY upon execution of this Agreement and quarterly thereafter, a certified rate sheet which sets forth the rates it charges for advertising. CITY shall have the right to audit VENDOR's business records as provided in Section 12 of this Agreement

EXHIBIT A



PH: 209.358.5311 FAX: 209.358.7108

Mid Valley Publications

Merced County Times • Atwater-Winton Times • Hilmar Times • Waterford News • Hughson Chronicle & Denair Dispatch

Publishing - Advertising of Legal Notices

May 11, 2022

Prepared for: City of Merced,
Purchasing Division
City of Merced,
City Clerk's Office,
678 West 18th Street,
Merced, CA 95340

— Newspaper —

— MERCED COUNTY TIMES —

Mechanical Specifications Page Specs: 10.625" X 21.50"

- One column equals 1.632"
- Two columns equals 3.431"
- Three columns equals 5.229"
- Four columns equals 7.028"
- Five columns equals 8.8289"
- Six columns equals 10.625"

Advertising in Legal Section:

- Per Line Cost: \$0.462
- Additional Cost per Publication (s): \$0.462
- Minimum Charge: \$25.00

Advertising in Classified Section:

- Per Line Cost: \$0.462
- Additional Cost per Publication (s): \$0.462
- Minimum Charge: \$25.00

Retail Display Advertisements:

- Per Column Inch: \$13.95
- Additional Cost per Publication(s) \$13.95 Per Column Inch

We have been very pleased to work with the City of Merced for many years in the processing of legal notices and hope to continue our relationship in the future. We are able to meet with the City of Merced staff personally to ensure accuracy and a smooth process for notices.

Most copy submissions should be done by email to publicnotices@midvalleypub.com. We are familiar with the requirements of most official legal publishing agencies. In addition, we are pleased to announce that you can also view legals on the digital version of our newspaper found online at our new website: MercedCountyTimes.com.

Thank you for continuing to consider us as an efficient source for publishing legal notices for the City of Merced.

P.O. Box 65, Winton, CA 95388 T 209 358 5311 F 209 358 7108 info@midvalleypub.com
Waterford News Hughson Chronicle & Denair Dispatch Hilmar Times Atwater-Winton Times Merced County Times

Exhibit B