



Meeting Date: 06/26/07

ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input checked="" type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s). _____	<input type="checkbox"/> Report
<input type="checkbox"/> Res. No(s). _____	<input type="checkbox"/> Public Hearing (Info/consent)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

Prepared By: Daniel Martinez

Agenda Item No. I-2

Reviewed By: City Manager *[Signature]*

City Attorney *[Signature]*

Finance SW

Other N/A

DATE: June 7, 2007

TO: City Council

FROM: Daniel Martinez, City Clerk *DM*
City Clerk

SUBJECT: Agreement for Publication of Legal Notices and Legal Advertisements and for Publication Agreements of Display Advertisements and Classified Advertisements

RECOMMENDATION

That City Council:

1. Approve and authorize the Mayor to execute an agreement (A-6896) with Ventura County Star Newspaper (Star) for publication of legal notices and legal advertisements for fiscal year (FY) 2007-08.
2. Authorize the City Manager or designee to negotiate and execute agreements with other newspapers to allow for the publication of legal advertisements, display advertisements and classified advertisements for FY 2007-08.

DISCUSSION

1. Background

Each year, the City Council must select a newspaper of general circulation in which the public can find all legal advertisements. A Request for Proposals (RFP) was mailed to local newspapers of general circulation for the purpose of soliciting bids for the publication of legal notices and legal advertisements. The City Clerk's Office coordinated the establishment of an inter-departmental committee to assist in the selection process. That committee, made up of representatives from the City Clerk's Office, Planning Division, Public Works Administration, Public Information Office, Grants Management, Purchasing, Solid Waste and Housing Department, met to establish the selection criteria and to review the submitted RFPs.

000013

2. Analysis of Proposals

RFPs were sent to nine newspapers with one publication responding: Ventura County Star ("Star"). Following are the criteria that the committee established for selection of a newspaper and the Star's response to the six criteria:

Criteria #1: Compliance with State and Federal Requirements. State law requires publication of legal notices in a "newspaper of general circulation." The Star meets the requirements of the State definition and the federal requirement for publication of notices for projects or programs utilizing federal grant funding (such as Community Development Block Grants and most Housing Department projects and programs).

Criteria #2: Circulation and Area Coverage. The Star's average daily city (Oxnard, Port Hueneme and Point Mugu) readership was 58,000 in the 12-month period ending March 31, 2005. The Star has 24,000 paid subscribers in Oxnard. The average number of daily readers per paper published is 2.41.

Criteria #3: Frequency of Publication. The Star publishes seven days per week.

Criteria #4: Flexibility of Submittal and Publication Timelines. The Star normally requires ad submission three days prior to publication. The Star can publish any day of the week. Since statutory requirements for certain proceedings necessitate the publication of legal hearing notices twice (once ten or fifteen days before a hearing, and again five days before a hearing), it is often obligatory to utilize a newspaper that publishes on a daily basis.

Criteria #5: Cost. For legal notices (classified), the Star proposes \$11.62 per column inch compared to regular \$16.48 per column inch open public rate. For legal advertisements (local section of newspaper occasionally used by the City when certain graphics or size requirements are necessary), the proposed rate is \$19.34 per column inch, compared to the regular rate \$26.78 per column open rate for the Star.

Criteria #6: Availability on the Internet. The Star maintains a web site on the Internet and disseminates legal notices and legal ads on its website.

3. Committee Findings

The committee recommends that the City Council select the Star for the publication of legal notices and legal advertisements because it meets all of the selection criteria.

000014

Display, Classified and other Legal Advertisements

The Committee also recommends that City Council authorize the City Manager to negotiate and execute contracts with newspapers to allow for the publication of legal, display and classified advertisements for FY 2007-08. This would result in a publication rate less than the open public rate to all City departments and would provide a fixed rate for the whole year.

FINANCIAL IMPACT

The proposed contract rate will reduce newspaper classified advertisement costs by 29.49 percent (\$11.62 /\$16.48) over the open public rate. The proposed contract rate would also reduce newspaper local display advertisement costs by 27.7 percent (\$19.34/\$26.78) over the open public rate. Each department is responsible for its advertisement costs, which are included in the FY 2007-08 budget.

ATTACHMENTS

1. Agreement For Legal Notices and Legal Advertisements
2. Agreement For Publication of Display and Classified Advertisements

**AGREEMENT FOR PUBLICATION
OF LEGAL NOTICES
AND LEGAL ADVERTISEMENTS**

This Agreement for Publication of Legal Notices and Legal Advertisements is made and entered into this first day of July, 2007, by and between the City of Oxnard, a municipal corporation of the State of California ("City"), and VENTURIA COUNTY STAR ("Newspaper"), a newspaper of general circulation within Oxnard, pursuant to Public Contract Code section 20169.

Whereas, Public Contract Code Section 20169 requires that annually City contract for the publication of legal notices with a newspaper of general circulation within Oxnard; and

Whereas, Newspaper is a newspaper of general circulation within Oxnard; and

Whereas, City has advertised for bids for the publication of legal notices and Newspaper has submitted a bid and been awarded the right to enter into this Agreement.

Now, therefore, City and Newspaper agree:

1. Scope of Services

- a. Newspaper shall publish legal notices and legal advertisements for and on request of City and shall provide City with written proof of publication of each item within one week of the last publication of the item. Written proof of publication shall be in a form acceptable to the City Clerk ("Clerk"). Such services shall be referred to herein as "the services."
- b. The term "legal notices" refers to legal notices that the law requires to be published and that are identified as legal notices on the form sent by City to Newspaper, requesting publication. Legal notices will be published in the legal notice section of the newspaper. Newspaper shall publish legal notices using a standard 7-point type for the body and 8-point type for the heading in the Spartan Classified style. City may require modification of the type size or style. Newspaper may also change the type size and/or style with permission of the City employee requesting the publication. Newspaper shall use the least amount of space possible to present a readable notice.
- c. The term "legal advertisements" refers to legal notices that the law requires to be published and that are identified as legal notices on the form sent by City to Newspaper, requesting publication. Legal advertisements are legal notices published with a border and City logo in the legal notice section of the newspaper. Newspaper may print in other sections of the newspaper with the permission of the City employee requesting the publication. Newspaper shall publish legal advertisements using a standard 8-point type for the body and 12-point type for the heading in the Helvetica style. City may require modification of the type size or style. Newspaper may also change the type size and/or style with permission of the City employee requesting the publication. Newspaper shall use the least amount of space possible to present a readable advertisement.

000016

ATTACHMENT 1
PAGE 1 OF 5

2. Standard of Performance. Newspaper shall undertake and complete the services with care, skill and diligence, according to the standards prevailing in the newspaper publishing business and shall use Newspaper's best efforts to meet all publication deadlines and to assure accuracy of publication.
3. Correction of Errors. Newspaper shall promptly correct, at its expense, all errors in the services that are caused by Newspaper. Newspaper shall promptly correct, at City's expense, all errors in publication that are caused by City.
4. Principal in Charge. Newspaper designates TOM ROSENTHAL as principal in charge and person responsible for necessary coordination with Clerk.
5. Time for Performance. Newspaper shall publish legal notices and legal advertisements at the times requested by City, provided that City has given Newspaper a copy of the material to be published at least three days prior (five days needed prior to holiday) to the first date of publication.
6. Term of Agreement. This Agreement shall begin on July 1, 2007 and shall expire on June 30, 2008.
7. Termination. City may terminate this Agreement at any time, for any cause or without cause, upon 15 calendar days' written notice to Newspaper. If City terminates this Agreement for reasons other than Newspaper's failure to perform its obligations, City shall pay Newspaper for the services satisfactorily completed and accepted by City prior to the effective date of termination. Such payment shall be Newspaper's exclusive remedy for termination without cause.
8. Compensation
 - a. City shall pay Newspaper for the services of publishing legal notices at the rate of \$ 11.62 per column inch plus _____ for a county-wide publication in the Classified Section.
 - b. City shall pay Newspaper for the services of publishing legal advertisements at the rate of \$ 19.34 per column inch for a county-wide publication LOCAL ROP SECTION
 - c. Nothing in this Agreement shall prevent City from placing legal notices, legal advertisements and other material in other newspapers, and such acts shall not constitute a breach of this Agreement.
 - d. City does not guarantee that it will request Newspaper to publish any minimum amount of legal notices or legal advertisements or other material.
 - e. The acceptance by Newspaper of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Newspaper for anything completed, finished or relating to Newspaper's services.

000017

ATTACHMENT 1
PAGE 2 OF 5

- f. Newspaper shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

9. Method of Payment

- a. City shall pay Newspaper monthly on satisfactory completion of services and on submittal by Newspaper of a billing statement delineating the services performed, in a form satisfactory to Clerk, including purchase order number, advertisement name/title, size of advertisement and date of publication.
- b. Newspaper shall maintain current monthly records pertaining to services performed for City and forward invoices to the employee who requested the services.

10. Insurance

- a. Newspaper shall obtain and maintain during the performance of any services under this Agreement the insurance coverages as specified in Exhibit INS-B, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Newspaper obtain and maintain such insurance coverages.
- b. Newspaper shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-B. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-B.
- c. Maintenance of proper insurance coverages by Newspaper is a material element of this Agreement. Newspaper's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

11. Independent Contractor

- a. In the performance of the services, Newspaper shall be, and is, an independent contractor, and Newspaper and its employees are not employees of City. Newspaper has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Newspaper.
- b. Newspaper shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Newspaper's employees, agents, subcontractors and consultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.
- c. Newspaper acknowledges that Newspaper and Newspaper's employees are not entitled to any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

000018

ATTACHMENT 1
PAGE 3 OF 5

12. Assignability of Agreement. This Agreement contemplates performance by Newspaper and is based upon a determination of Newspaper's standing as a newspaper of general circulation, printed, published and circulated in Oxnard. Assignment of any or all rights, duties, or obligations of Newspaper under this Agreement will be permitted only with the express written consent of Clerk, which consent may be withheld for any reason.
13. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Newspaper and City.
14. Fair Employment Practices
 - a. Newspaper agrees that all persons employed by Newspaper shall be treated equally by Newspaper without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.
 - b. Newspaper agrees that during the performance of this Agreement, Newspaper and any other parties with whom Newspaper may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.
 - c. Newspaper agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.
 - d. Newspaper shall provide City staff with access to and, upon request by Clerk, provide copies to Clerk of all of Newspaper's records pertaining or relating to Newspaper's employment practices, to the extent such records are not confidential or privileged under State or federal law.
15. Force Majeure. Neither City nor Newspaper shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.
16. Time of Essence. Time is of the essence in regard to performance of any of the terms and conditions of this Agreement.
17. Compliance with Laws. Newspaper agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by Newspaper pursuant to this Agreement.

000019

ATTACHMENT 1
PAGE 4 OF 5

18. Notices

a. Any notices to Newspaper may be delivered personally or by mail addressed Attention:
VERONICA DUNCAN OR MARIA RODRIGUEZ
PO BOX 0006 CAMARILLO CA 93011

b. Any notices to City may be delivered personally or by mail addressed to
Daniel Martinez, City Clerk, 305 West Third Street, Oxnard, California 93030.

19. Amendment. The terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed to in writing by both Clerk and Newspaper.

20. Entire Agreement. This Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

CITY OF OXNARD

NEWSPAPER

Dr. Thomas E. Holden
Mayor

Tom Rowell Classified Sales Mgr

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Gary L. Gillig 06-20-07
Gary L. Gillig, City Attorney

Michael More, Risk Manager

APPROVED AS TO CONTENT:

Daniel Martinez
Daniel Martinez, City Clerk

**AGREEMENT FOR PUBLICATION
OF DISPLAY AND CLASSIFIED ADVERTISEMENTS**

This Agreement for Publication of Display Advertisements and Classified Advertisements is made and entered into this first day of July 2007, by and between the City of Oxnard, a municipal corporation of the State of California ("City"), and VENTURA COUNTY STAR ("Newspaper"), a newspaper of general circulation within Oxnard.

Whereas, City has advertised for the publication of display advertisements, and Newspaper has submitted a bid and been awarded the right to enter into this Agreement; and

Whereas, this Agreement is not entered into pursuant to Public Contract Code section 20169.

Now, therefore, City and Newspaper agree:

1. Scope of Services
 - a. Newspaper shall publish display advertisements for and on request of City and shall provide City with written proof of publication of each item within one week of the last publication of the item. Written proof of publication shall be in a form acceptable to the City Clerk ("Clerk"). Such services shall be referred to herein as "the services."
 - b. The term "display advertisements" refers to notices and advertisements that are published in the front sections of the newspaper (section A or B of the newspaper). Newspaper may print in other sections of the newspaper with the permission of the City. The term "classified advertisements" refers to notices and advertisements that are published in the classified section of the newspaper.
 - c. Newspaper shall publish display advertisements using a standard 8 point type for the body and 12 point type for heading in the Helvetica style. City may require modification of the type size or style. Newspaper may also change the type size and/or style with permission of the City employee requesting the publication. Newspaper shall use the least amount of space possible to present a readable notice or advertisement.
2. Standard of Performance. Newspaper shall undertake and complete the services with care, skill and diligence, according to the standards prevailing in the newspaper publishing business and shall use Newspaper's best efforts to meet all publication deadlines and to assure accuracy of publication.
3. Correction of Errors. Newspaper shall promptly correct, at its expense, all errors in the services that are caused by Newspaper. Newspaper shall promptly correct, at City's expense, all errors in publication that are caused by City.

000021

ATTACHMENT 2
PAGE 1 OF 5

4. Principal in Charge. Newspaper designates TOM ROSENTHAL as principal in charge and person responsible for necessary coordination with Clerk.
5. Time for Performance. Newspaper shall publish display advertisements at the times requested by City, provided that City has given Newspaper a copy of the material to be published at least three days prior to the first date of publication or five days prior to a holiday.
6. Term of Agreement. This Agreement shall begin on July 1, 2006 and shall expire on June 30, 2007.
7. Termination. City may terminate this Agreement at any time, for any cause or without cause, upon 15 calendar days' written notice to Newspaper. If City terminates this Agreement for reasons other than Newspaper's failure to perform its obligations, City shall pay Newspaper for the services satisfactorily completed and accepted by City prior to the effective date of termination. Such payment shall be Newspaper's exclusive remedy for termination without cause.
8. Compensation.
 - a. City shall pay Newspaper for the services of publishing display advertisements at the rate of \$ 11.00 per column inch for city-wide publication and \$ 50.00 per column inch for a county-wide publication. COUNTYWIDE
 - b. City shall pay Newspaper for the services of posting a display advertisement on its web site, when requested by City, at \$ per day per ad. INCLUDED IN THE COUNTYWIDE RATE
 - c. City shall request Newspaper to publish City's display advertisements, but nothing in this Agreement shall prevent City from placing display advertisements, and other material in other newspapers, and such acts shall not constitute a breach of this Agreement.
 - d. City does not guarantee that it will request Newspaper to publish any minimum amount of display advertisements or other material.
 - e. The acceptance by Newspaper of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Newspaper for anything completed, finished or relating to Newspaper's services.
 - f. Newspaper shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

9. Method of Payment.

- a. City shall pay Newspaper monthly on satisfactory completion of services and on submittal by Newspaper of a billing statement delineating the services performed, in a form satisfactory to Clerk, including purchase order number, advertisement name/title, size of advertisement and date of publication.
- b. Newspaper shall maintain current monthly records pertaining to services performed for City and forward invoices to the employee who requested the services.

10. Insurance

- a. Newspaper shall obtain and maintain during the performance of any services under this Agreement the insurance coverages as specified in Exhibit INS-B, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Newspaper obtain and maintain such insurance coverages.
- b. Newspaper shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-B. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-B.
- c. Maintenance of proper insurance coverages by Newspaper is a material element of this Agreement. Newspaper's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

11. Independent Contractor

- a. In the performance of the services, Newspaper shall be, and is, an independent contractor, and Newspaper and its employees are not employees of City. Newspaper has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Newspaper.
- b. Newspaper shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Newspaper's employees, agents, subcontractors and consultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.
- c. Newspaper acknowledges that Newspaper and Newspaper's employees are not entitled to any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

000023

ATTACHMENT 2
PAGE 3 OF 5

12. Assignability of Agreement. This Agreement contemplates performance by Newspaper and is based upon a determination of Newspaper's standing as a newspaper of general circulation, printed, published and circulated in Oxnard. Assignment of any or all rights, duties, or obligations of Newspaper under this Agreement will be permitted only with the express written consent of Clerk, which consent may be withheld for any reason.
13. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Newspaper and City.
14. Fair Employment Practices
 - a. Newspaper agrees that all persons employed by Newspaper shall be treated equally by Newspaper without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.
 - b. Newspaper agrees that during the performance of this Agreement, Newspaper and any other parties with whom Newspaper may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.
 - c. Newspaper agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.
 - d. Newspaper shall provide City staff with access to and, upon request by Clerk, provide copies to Clerk of all of Newspaper's records pertaining or relating to Newspaper's employment practices, to the extent such records are not confidential or privileged under State or federal law.
15. Force Majeure. Neither City nor Newspaper shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.
16. Time of Essence. Time is of the essence in regard to performance of any of the terms and conditions of this Agreement.
17. Compliance with Laws. Newspaper agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by Newspaper pursuant to this Agreement.

18. Notices

- a. Any notices to Newspaper may be delivered personally or by mail addressed Attention:

TOM ROSENTHAL
PO BOX 6006
CIAMARILLO CA 93011

- b. Any notices to City may be delivered personally or by mail addressed to

Daniel Martinez, City Clerk
305 West Third Street
Oxnard, California 93030

19. Amendment. The terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed to in writing by both Clerk and Newspaper.
20. Entire Agreement. This Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

CITY OF OXNARD

NEWSPAPER

Dr. Thomas E. Holden
Mayor

Tom Rosenthal Classified Sales Mgr

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Gary L. Gillig 06-20-07
Gary L. Gillig, City Attorney

Michael More, Risk Manager

APPROVED AS TO CONTENT:

Daniel Martinez
Daniel Martinez, City Clerk