

AGREEMENT
36341

THIS AGREEMENT is made and entered, pursuant to Resolution No. RES-22-0130 adopted by the City Council of the City of Long Beach at its meeting on August 2, 2022, by and between CALIFORNIA NEWSPAPERS PARTNERSHIP, a Delaware limited partnership dba SOUTHERN CALIFORNIA NEWSGROUP ("Contractor"), with a place of business at P.O. Box 8012, Willoughby, Ohio 44096, and the CITY OF LONG BEACH ("City"), a municipal corporation.

WHEREAS, per the Long Beach City Charter, contracts for the City of Long Beach (the "City") must be advertised in a daily newspaper of general circulation in the City; and

WHEREAS, the Press-Telegram is the sole local newspaper of general daily circulation in the City; and

WHEREAS, the Press-Telegram is the only newspaper in the City that qualifies as a legally adjudicated newspaper with a large readership; and

WHEREAS, Contractor has agreed to provide the City local advertising;

NOW, THEREFORE, in consideration of the mutual terms and conditions stated herein, the parties agree as follows:

1. Services.

A. Contractor shall furnish specialized services more particularly described in Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in an annual amount of Two Hundred Fifty Thousand Dollars (\$250,000) with a twenty percent (20%) contingency of Fifty Thousand Dollars (\$50,000) for a total not to exceed annual amount of Three Hundred Thousand Dollars (\$300,000) for a period of one (1) year, with option to renew for four (4) additional two-year periods, at the discretion of the City Manager, at the rates or charges shown in Exhibit "A".

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CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

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B. The City's obligation to pay the sum stated above for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Agreement. For the purposes of this Section, a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Agreement will terminate at no additional cost or obligation to the City.

C. Contractor may select the time and place of performance for these services provided, however, that access to City documents, records, and the like, if needed by Contractor, shall be available only during City's normal business hours and provided that milestones for performance, if any, are met.

D. Contractor has requested to receive regular payments. City shall pay Contractor in due course of payments following receipt from Contractor and approval by City of invoices showing the services or task performed, the time expended (if billing is hourly), and the name of the Project. Contractor shall certify on the invoices that Contractor has performed the services in full conformance with this Agreement and is entitled to receive payment. Each invoice shall be accompanied by a progress report indicating the progress to date of services performed and covered by the invoice, including a brief statement of any Project problems and potential causes of delay in performance, and listing those services that are projected for performance by Contractor during the next invoice cycle. Where billing is done and payment is made on an hourly basis, the parties acknowledge that this arrangement is either customary practice for Contractor's profession, industry, or business, or is necessary to satisfy audit and legal requirements which may arise due to the fact that City is a municipality.

E. Contractor represents that Contractor has obtained all necessary information on conditions and circumstances that may affect its

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1 performance and has conducted site visits, if necessary.

2 F. CAUTION: Contractor shall not begin work until this
3 Agreement has been signed by both parties and until Contractor's evidence of
4 insurance has been delivered to and approved by the City.

5 2. Term. The term of this Agreement shall begin at 12:01 a.m. on August
6 2, 2022, and shall end at midnight on August 1, 2023, with the option to renew for four
7 additional one-year periods at the discretion of the City Manager, unless sooner terminated
8 as provided herein. The City may terminate this Contract by giving thirty (30) days prior
9 notice of termination to Contractor.

10 3. Notice. Notice shall be in writing and personally delivered or deposited
11 in the U.S. Postal Service, first class, registered or certified, return receipt, postage prepaid,
12 to Contractor at the address first stated above, and to City at 411 West Ocean Boulevard,
13 Long Beach, California 90802 Attn: City Manager. Notice shall be deemed given on the
14 date of personal deliver or on the date shown on the return receipt, whichever first occurs.
15 Notice of change of address shall be given as other notices.

16 4. Assignment. Contractor shall not, except for moneys due and payable
17 hereunder, assign its rights or delegate its duties hereunder, or any interest herein, or any
18 portion hereof, without the prior written approval of City. Any attempted assignment or
19 delegation shall be void, and any assignee or delegate shall acquire no right or interest by
20 reason of such attempted assignment or delegation. Furthermore, Contractor shall not
21 subcontract any portion of the performance required hereunder without the prior written
22 approval of City.

23 5. Miscellaneous.

24 A. In connection with performance of this Agreement and federal
25 laws, rules and regulations, Contractor shall not discriminate in employment or in
26 the performance of this Agreement on the basis of race, religion, national origin,
27 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
28 disability.

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B. This Agreement was created as a joint effort of both parties and neither it nor any part of it shall be construed against one party as the drafter.

C. This Agreement, including Exhibits, shall not be amended, nor any provision or breach hereof waived except in a writing signed by the parties which expressly refers to this Agreement.

D. This Agreement shall be governed by and construed pursuant to the laws of the State of California (except those provisions of California law pertaining to conflicts of laws). Any action involving this Agreement shall be brought in the Los Angeles County Superior Court, Long Beach Judicial District.

E. This Agreement, including Exhibits, constitutes the entire understanding between the parties and supersedes all other agreements, oral or written, or preprinted terms and conditions of the Purchase Order to the extent they are inconsistent with this Agreement, with respect to the subject matter herein.

F. In the event of any conflict or ambiguity between this Agreement and any Exhibit, the provisions of this Agreement shall govern.

G. If there is any legal proceeding between the parties to enforce or interpret this Agreement or to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

H. The acceptance of any services or the payment of any money by City shall not operate as a waiver of any provision of this Agreement, or of any right to damages or indemnity stated herein. The waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach of this Agreement.

I. Termination of this Agreement shall not affect rights or liabilities of the parties which accrued prior to termination and shall not extinguish any warranties.

J. Contractor shall not use the name of City, its officials or

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1 employees in any advertising or solicitation for business nor as a reference without
2 the prior written approval of City's City Manager.

3 K. This Agreement is intended by the parties to benefit themselves
4 only and is not in any way intended or designed to or entered for the purpose of
5 creating any benefit or right for any person or entity of any kind that is not a party to
6 this Agreement.

7 L. In performing hereunder, Contractor is and shall act as an
8 independent contractor and neither Contractor nor its employees, agents, suppliers
9 or subcontractors shall act as or be deemed employees, representatives or agents
10 of City.

11 M. Contractor shall comply with all applicable federal, state and
12 local laws and regulations during performance hereunder.

13 N. The terms and conditions of this Agreement are severable. If
14 any term or condition is held invalid, void or unenforceable, the remaining terms and
15 conditions shall be given effect.

16 O. The division of provisions hereof into sections and the captions
17 on those sections is for convenience only and shall not be considered in construing
18 this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this document to be duly executed with all of the formalities required by law as of the date first stated above.

CALIFORNIA NEWSPAPERS PARTNERSHIP, a Delaware limited partnership dba SOUTHERN CALIFORNIA NEWSGROUP

8/22/2022, 2022

DocuSigned by:
By Ron Hasse
Name Ron Hasse
Title President & Publisher

_____, 2022

By _____
Name _____
Title _____

"Contractor"

CITY OF LONG BEACH, a municipal corporation

September 1, 2022

By Linda J. Jakum
City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Agreement is approved as to form on August 30, 2022.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

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EXHIBIT "A"

SCOPE OF WORK

Publish legal notices in an accurate and timely manner.

Rates: \$1.58 per line or \$22.12 PCI (per column inch)

Digital - \$20.00 per order

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