

## A G R E E M E N T

THIS AGREEMENT, made and entered into this 16<sup>th</sup> day of June, 2020, by and between the CITY OF ALAMEDA, a municipal corporation of the State of California, hereinafter called the City, and the ALAMEDA SUN, a published daily newspaper, hereinafter called Publisher,

### WITNESSETH:

WHEREAS, the Alameda Sun submitted its bid, in writing, for the publication of all legal advertising of the City for the period ending June 30, 2021, whereupon the Council of said City, on the 16<sup>th</sup> day of June 2020, duly accepted said bid and awarded the contract for such legal advertising to said Publisher;

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. Publisher agrees that during that fiscal year the said Alameda Sun shall be maintained as a newspaper of general circulation as that term is defined in Title I, Division 7, Chapter 1, Article 1, of the Government Code of the State of California.

2. Publisher, hereby agrees to publish and advertise in said Alameda Sun, for and during the period from July 1, 2020 and ending June 30, 2021, such legal advertisements and notices and such other matters as the Council and other officers of the City deliver to Publisher for publication.

Said Publisher further agrees that it will make all of such publications in the manner and form required by law and that on the completion of publication it will promptly file with the City Clerk an affidavit of publication as required by law.

Said advertising shall be in accordance with the following specifications:

All advertisements shall be set in six-point type, or in such larger type and spacing between lines as directed by the officer authorizing the advertisement.

Title and sub-heading shall be set in six-point type, black face type, or in such larger type as may be specified by the officer authorizing the advertisement.

In consideration of the faithful performance by the Publisher of the

agreements hereinabove set forth, the City hereby agrees to pay for said advertising and publication at the following rates, to wit:

Per column inch, 6.0 point type	
Price per column inch for 1 <sup>st</sup> insertion .....	\$ 15.00
Price per column inch for 2 <sup>nd</sup> insertion .....	\$ 12.00
Price per column inch for 3 <sup>rd</sup> insertion .....	\$ 11.00

The submission deadline for ads shall not exceed 4 days from date of publication (excluding holiday periods). In-column notices: Wednesday, 10:00 a.m. Display notices: Monday, 12:00 Noon.

The withdrawal deadline for ads shall be up (excluding holiday periods), prior to 12 Noon Wednesday prior to publication.

### 3. **HOLD HARMLESS:**

Publisher shall indemnify and hold harmless City, its City Council, boards, commissions, officials, and employees ("Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("Claims"), arising from or in any manner connected to Publisher's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Publisher, Publisher shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Publisher. However, Publisher shall not be obligated to indemnify Indemnitees from Claims arising from the sole or active negligence or willful misconduct of Indemnitees.

For those advertisements printed in conformity with copy submitted by City, the City agrees to protect and indemnify the publisher against all liability, losses and expenses arising from claims of libel, unfair competition and trade practices, infringement, property rights, and right of privacy and misrepresentation, except to the extent of the cost of the advertisement.

### 4. **COMPLIANCES:**

Publisher shall comply with all State or federal laws and all ordinances, rules and regulations enacted or issued by City.

### 5. **NOTICES:**

All notices, demands, requests or approvals to be given under this

Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals from Publisher to City shall be sent to the attention of the City Department requesting publication at the following address:

City of Alameda  
City Hall  
2263 Santa Clara Avenue  
Alameda, CA 94501

All notices, demands, requests, or approvals from City to Publisher shall be addressed to Publisher at:

Alameda Sun  
3215 J Encinal Avenue  
Alameda, CA 94501

**6. WAIVER:**

A waiver by City of any breach of any term, covenant, or condition herein shall not be deemed to be a waiver or any subsequent breach of the same or any other term, covenant, or condition contained herein whether of the same or a different character.

**7. TERMINATION:**

In the event Publisher hereto fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Publisher shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of seven (7) days after receipt by Publisher from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, City may terminate the Agreement forthwith by giving to the Publisher written notice thereof.

**8. INTEGRATED CONTRACT:**

This Agreement represents the full and complete understanding of every kind of nature whatsoever between the parties hereto and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions

hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Publisher.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed, the day and year first above written, the City by its Interim City Manager under authority heretofore given by its City Council.

CITY OF ALAMEDA, a municipal corporation,

By \_\_\_\_\_  
City Manager

Approved as to form:

\_\_\_\_\_  
City Attorney

ALAMEDA SUN

By \_\_\_\_\_  
Eric Kos  
Publisher  
