

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF REDONDO BEACH  
AND EASY READER, INC.**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Easy Reader, Inc., a California corporation ("Easy Reader" or "Newspaper").

**RECITALS**

- A. WHEREAS, on June 7, 2022, City awarded Newspaper the Bid for the publication of legally required notices ("Legal Notices").
- B. WHEREAS, City seeks to utilize Newspaper's services to publish the Legal Notices on an "as needed" basis ("Services").
- C. WHEREAS, Newspaper has made a proposal to City to provide Services, and City desires to retain Newspaper to perform the Services.
- D. WHEREAS, on June 7, 2022, the City Council approved the Newspaper's Bid for the publication of Legal Notices for the period of July 1, 2022 to June 30, 2023.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereto agree as follows:

- 1. Newspaper shall publish the City's Legal Notices, including but not limited to all notices, orders, ordinances, and all other advertising matters in the manner required by the Bid, state, federal, and local laws, in the Easy Reader, a Newspaper of general circulation in the City. The Bid is attached hereto as Exhibit "A" and is incorporated herein.
- 2. Newspaper shall perform all Services in a good workman like manner.
- 3. City shall pay Newspaper \$8.00 per column inch for the services. The average size for a Boxed Legal (display format) is 5 by 4 inches and is approximately 1/8 of a page. Newspaper shall use a minimum of six (6) point pica size type and the column width shall be not less than 1.25 inches.
- 4. City shall approve a warrant to pay Newspaper for Services at the first City Council meeting upon City's receipt of Newspaper's invoice. Payment shall be made thirty (30) days after the approval of the warrant.
- 5. Upon Newspaper's receipt of a copy of the Legal Notices from the City, Newspaper shall publish all printing and advertising requests made by the City in the first publication of the Easy Reader. Newspaper shall comply with this procedure for the duration of this Agreement.

6. At Newspaper's own expense, Newspaper shall provide affidavits of publication to the City. City must email its request for affidavits of publication to the parties designated by the Newspaper in its Bid documents. If Newspaper changes its designated parties, Newspaper must give immediate written notice to the City.
7. Newspaper shall provide Services, without errors or omissions, and Newspaper shall carefully proofread all Legal Notices published and shall be responsible for the correct publication of the Legal Notices. In the case of any errors or omissions, which are the fault of the Newspaper, Newspaper shall republish the Legal Notices and all other publications affected, at no cost to the City.
8. Newspaper shall print all Legal Notices in adjacent columns of the Easy Reader and shall complete the publication on the same page as originated unless the Legal Notices contain more column inches than the completed Newspaper page.
9. Newspaper shall publish the Legal Notices on the Newspaper page generally used for legal notices and proposals.
10. Newspaper shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation environmental laws, employment discrimination laws and minimum compensation laws.
11. In the event that a publication of Legal Notice appears in the Easy Reader after the expiration of this Agreement, and the publication thereof is not complete, then Newspaper shall complete the publication of the Legal Notice after the expiration of this Agreement at the rates provided under this Agreement.
12. Newspaper shall comply with the insurance requirements set forth in Exhibit "B." Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
13. To the maximum extent permitted by law, Newspaper hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature

whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Newspaper's performance or work hereunder (including any of its officers, agents, employees, and Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Newspaper's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Newspaper or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

- a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Newspaper because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
- b. Waiver of Right of Subrogation. Newspaper, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

- 14. All exhibits hereto are made a part hereof and incorporated herein by reference.
- 15. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Newspaper and City may be used to assist in the interpretation of the exhibits to this Agreement.
- 16. This Agreement shall bind the heirs, successors, and assigns of Newspaper.
- 17. This Agreement shall be construed in accordance with the law of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
- 18. Any provision of this Agreement to be found invalid or unenforceable shall be deemed severed, and all remaining provisions of this Agreement shall remain enforceable.
- 19. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Newspaper warrants and represents that he is duly authorized to enter into and execute this Agreement on behalf of Newspaper, and shall be personally liable to City

if he or she is not duly authorized to enter into and execute this Agreement on behalf of Newspaper.

20. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

*SIGNATURES FOLLOW ON NEXT PAGE*

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 7<sup>th</sup> day of June, 2022.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

EASY READER, INC.,  
a California corporation

\_\_\_\_\_  
William C. Brand, Mayor

By: \_\_\_\_\_  
Name: Kevin Cody  
Title: Publisher

ATTEST:

APPROVED:

\_\_\_\_\_  
Eleanor Manzano, City Clerk

\_\_\_\_\_  
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael W. Webb, City Attorney

**EXHIBIT "A"**  
**NEWSPAPER'S SUBMITTED BID**

See the attached Bid.

**CITY OF REDONDO BEACH  
BID FOR PUBLICATION OF LEGAL NOTICES  
FOR THE CITY OF REDONDO BEACH  
BID NO: CC-2022-014**

**INSTRUCTION TO BIDDERS**

Bids for the Publication of all Legal Notices for the City of Redondo Beach will be received by Robert Norman in **Financial Services**, 415 Diamond St., Door 1, Redondo Beach, until **4:30 p.m., Monday, May 9, 2022** at which time they will be publicly opened and read aloud. Bids received after the specified date and time will be considered late and returned to the bidder unopened.

Each bid shall be submitted in the following manner:

- In a sealed envelope bearing the bid number and title of the bid on the outside of the envelope;
- With the name and address of the bidder on the outside of the envelope;
- On the forms provided by the City Clerk's Office (see attached forms).

No bid shall be submitted by telephone, fax, or electronic mail. Incomplete bids will be considered non-responsive and will not be reviewed. No changes, modifications, corrections or additions may be made to the bid after it is submitted to the City of Redondo Beach. The City of Redondo Beach reserves the right to accept or reject any and all bids received and, to the extent permitted by law, to waive any irregularities in the Bid.

Section 19.5 of the City Charter of the City of Redondo Beach provides in part that the annual contract for the publication of all legal notices or other matter required to be published in a newspaper of general circulation circulated in the City of Redondo Beach shall be awarded to the lowest responsible bidder.

This Bid is subject to the provisions and requirements set forth in the attached specifications and the attached form contract. In the event a contract is awarded, the successful bidder shall comply with all the provisions, terms, and conditions specified in this Bid and the form contract.

This Bid is comprised of 14 pages including this page.

Additional Bid packets may be obtained by contacting the City Clerk's Office of the City of Redondo Beach. All questions should be directed to Vickie Kroneberger at (310) 318-0656.

Bidder \_\_\_\_\_  
Name of Publication Easy Reader

**SPECIFICATIONS FOR PUBLICATION OF LEGAL NOTICES**  
**BID NUMBER**  
**CC-2022-014**

The following constitutes the criteria that will be used to determine the "lowest responsible bidder":

1. Bidder must be a newspaper of general circulation in the City of Redondo Beach, and selected entity must be registered and in good standing with the Secretary of State.
2. Circulation and Readership of Newspaper
3. Bidder must publish, at a minimum, all legal notices in 6 point type.
4. Column Inch Rate
5. Width of column
6. Number of columns per page
7. Cost per Column Inch to publish a legal notice in 6 point type
8. Cost per Column Inch to publish a boxed legal ad in 6 point type
9. Cost to publish legal notice in a point type larger than a 6 point type
10. Cost to publish legal notice in a point type smaller than a 6 point type
11. Point Size Used in Publication of Legal Notices
12. Cost of emergency publications
13. Cost for printing the City's Official Seal on all legal notices
14. Cost to electronically transfer copy
15. Publication schedule
16. Copy submission deadline
17. Compatibility of software programs used for electronic submission
18. Space for legal ads will be compared using a formula based on the column width and price per column inch provided by the bidder.



Bidder \_\_ Easy  
Reader \_\_\_\_\_ Name of Publication \_\_\_\_\_

**SPECIFICATIONS FOR PUBLICATION OF LEGAL NOTICES**

**BID NUMBER**

**CC-2022-014**

**Background Information – Please complete**

**fully. NEWSPAPER: Easy Reader**

**PARENT ENTITY (IF APPLICABLE): Easy Reader Inc.**

**ADDRESS: 67 14th Street, Hermosa Beach, Ca. 90254**

**PHONE: (310) 372-461**

**PRIMARY READERSHIP COMMUNITIES: Redondo Beach, Hermosa Beach, Manhattan Beach**

**DISTRIBUTION: 45,000 direct mail on the 2nd Thursday of each month. 5,000 newsstands on 1st, 3rd, 4th, and 5th Thursday of each month**

**DO ALL RESIDENCES IN THE PRIMARY READERSHIP COMMUNITIES RECEIVE A NEWSPAPER?**  
**Yes, on 2nd Thursday of each month**

**FREQUENCY OF PUBLICATION:**  
**CHECK ALL THAT APPLY:**

**DAILY \_\_ SUNDAYS \_\_ WEEKLY(Specify Day) Thursdays \_\_\_\_\_**

**SOFTWARE PROGRAMS USED: InDesign, Quark, Google Suite**

**PREFERRED METHOD OF RECEIVING COPY: Email**

**CONTACT PERSON FOR LEGAL NOTICES: Judy Rae**

**PHONE: (310) 372-4611 FAX: (310) 697-8821**

**EMAIL: Judy@EasyReaderNews.com**

**CONTACT PERSON FOR DISPLAY/EDITORIAL NOTICES: Same as above**

**PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_**

**EMAIL: \_\_\_\_\_**

**SPECIFICATIONS FOR PUBLICATION OF LEGAL NOTICES  
CC-2022-014**

Bidder Easy Reader  
Name of Publication \_\_\_\_\_

No.	Description	
1	Column Inch Rate	\$8.00
2	Width of Column	1.25 nches
3	Number of Columns per Page	7
4	Cost for Printing Seal on all Legal Notices	\$8/col inch
5	Cost for Emergency Publication	\$8/col inch
6	Cost per Column Inch to publish a legal notice in 6 point type	\$8/col inch
7	Cost per Column Inch to publish a boxed legal ad in 6 point type	\$8/col inch
8	Point Size Used in Publication of Legal Notices	6 pt
9	Cost to Publish Legal Notice in a Point Size Smaller than 6 Point Size	\$8/col inch
10	Cost to Publish Legal Notice in a Point Size Larger than 6 Point Size	\$8/col inch
11	Cost to Electronically Submit Copy of Legal Notices	No Charge
12	Publication Schedule	Weekly, on Thursdays
13	Copy Submission Deadline	Tuesday
14	Earliest Date Copy may be Submitted	Friday prior to publication
15	Latest Date Copy may be Submitted	Wednesday

Bidder    Easy Reader \_\_\_\_\_  
Name of Publication

**SPECIFICATIONS FOR PUBLICATION OF LEGAL NOTICES**

**BID NUMBER**

**CC-2022-014**

THE UNDERSIGNED CERTIFIES THAT \_\_\_\_\_ Easy Reader \_\_\_\_\_ (NAME OF PUBLICATION) IS A NEWSPAPER OF GENERAL CIRCULATION PUBLISHED AND CIRCULATED IN THE CITY OF REDONDO BEACH; THAT THE ENTITY IS REGISTERED AND IN GOOD STANDING WITH THE SECRETARY OF STATE, AND THAT THE TERMS OF THIS BID START AFTER APPROVAL AND EXECUTION OF A CONTRACT AND ENDS 11:59 P.M. THE 30TH OF JUNE 2023; THAT THE FOLLOWING QUOTATIONS AND INFORMATION WILL APPLY TO ALL LEGAL NOTICES REQUIRED FOR PUBLICATION IN THE

\_\_\_\_\_  
SUBMITTED BY:

**Kevin Cody**

Digitally signed by Kevin Cody

Date: 2021.02.03 18:46:00 -08'00'

NAME: Kevin Cody

## **EXHIBIT "B"**

### **INSURANCE REQUIREMENTS**

Without limiting Newspaper's indemnification obligations under this Agreement, Newspaper shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Newspaper, its agents, representatives, or employees.

#### Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

Workers' Compensation insurance as required by the State of California.

Employer's Liability Insurance.

#### Minimum Limits of Insurance

Newspaper shall maintain limits no less than:

General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project/location.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

#### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Newspaper shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### Other Insurance Provisions

The general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

#### Additional Insured Endorsement:

General Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of work performed by or on behalf of the Newspaper. General liability coverage can be provided in the form of an endorsement to the Newspaper's insurance, or as a separate owner's policy.

Automobile Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Newspaper.

For any claims related to this project, the Newspaper's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Newspaper's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Newspaper's part.

#### Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

### Verification of Coverage

Newspaper shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements shall be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

### Subcontractor

Newspaper shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractor shall be subject to all of the requirements stated herein.

### Risk Management

Newspaper acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.