

ADVERTISING COMMITMENT

This Advertising Commitment, entered into by and between Redding Record Searchlight (“**Publisher**”) and The County of Shasta, (“**Advertiser**”), is subject to the terms and conditions of Addendum A - Print and Online Advertising between Publisher and Advertiser dated as of 8/1/2021-7/31/2022 (the “**Agreement**”). Advertiser and Publisher hereby agree to the following Commitment during the period indicated below (“**Commitment Term**”). If, during or at the conclusion of the Commitment Term, Advertiser desires to make a new Commitment with Publisher, the parties will separately execute a new Advertising Commitment that will supersede this Advertising Commitment.

Commitment Term: 8/1/2021-7/31/2022.

Total Compensation Not to Exceed: \$80,000. No minimum commitment to volume.

Rates: In connection with Addendum A - Print and Online Advertising to the Commitment described below, the parties agree that the rates set forth herein will apply to Advertiser’s purchases of the Advertisements and Services described herein during the Commitment Term. Following the Commitment Term, unless the parties execute a new Advertising Commitment describing a new Commitment, all Advertisement and Services purchased by Advertiser will be billed at Publisher’s then-current Standard Rate for such Services.

1. **Print ROP & Preprint Advertising Rates:** The Advertiser has hereby agreed to the following:

Record Searchlight:	MVP:	DATE Magazine:
1/8 Page - \$332.50	\$82.50	\$176.25
1/4 Page - \$645.00	\$145.00	\$332.50
1/2 Page - \$1,270.00	\$270.00	\$645.00
Full Page - \$2,520.00	\$520.00	\$1,270.00

*Color – 15% additional for all publications

Legal Advertising:

Display Ads: \$10.00/per column inch

Liner Ads: \$1.00/per line

*All liner ads will be quoted and invoiced as quoted.

\$249 ZipRecruiter 30 day online posting for Recruitment.

2. **Digital Marketing Services Rates:** The Digital Marketing Services Rates outlined herein are based upon the Company’s Digital Marketing Services Rate Card (SEO, PPC, email, social and web development): Pricing available upon requested quote.

3. **Other Advertising Rates:** (Specialty Magazine, We Print, Post its, etc.). The Other Advertising Rates outlined herein shall be earned based upon fulfillment of the Advertising Commitment: Pricing available upon requested quote.

Additional advertising is available upon request and shall be negotiated between the Advertiser and Department Head (or designee) of the requesting department. The type of advertising, size, duration and price shall be agreed upon in advance.

SIGNATURE PAGE FOLLOWS

AGREED AND ACCEPTED:

Date: _____

JOE CHIMENTI, CHAIR
Board of Supervisors
County of Shasta
State of California

ATTEST:

MATTHEW P. PONTES
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:
RUBIN E. CRUSE, JR
County Counsel
DocuSigned by:
Adam Pressman

5CB8C64405C44E8
By: Adam Pressman
Senior Deputy County Counsel
07/20/2021 | 1:20:07 PM PDT

RISK MANAGEMENT APPROVAL

DocuSigned by:
James Johnson

0DBC25FD751A456
By: James Johnson
Risk Management Analyst III
07/20/2021 | 12:37:20 PM PDT

PUBLISHER
DocuSigned by:
Tara Hamm

D15BFAF9D49D43D
By: _____
Date: 07/20/2021 | 11:47:42 AM PDT

Name and Title: Tara Hamm, Director – Public Notices

ADDENDUM A – PRINT AND ONLINE ADVERTISING

If Advertiser is purchasing (i) print advertising (“**Print Ads**”) for display in Publisher’s newspaper property(ies) (each a “**Newspaper**”), or (ii) online display advertising (“**Digital Ads**,” and collectively with Print Ads, “**Ads**”) for distribution on Publisher’s digital media property(ies) (e.g., Publisher’s website(s), Publisher’s tablet or mobile applications, digital display ads associated with the e-edition of Publisher’s newspaper, etc.) specified in the applicable Order (each a “**Digital Property**”) and/or on the Yahoo! Properties (as defined below), then the additional terms and conditions set forth in this Addendum A will apply to each Order Advertiser submits for such Ads.

1. **Rates.** Unless otherwise specified in Advertising Commitment in connection with a Commitment from Advertiser, Advertiser’s purchase of Ads for display in the Newspapers, on the Digital Properties and/or on the Yahoo! Properties will be billed at Publisher’s Standard Rates. Advertiser acknowledges that it has been provided a copy of Publisher’s standard rate card. The rate card, including any terms and conditions in such rate card, are hereby incorporated into this Agreement by reference, provided that in the event of a conflict between any terms or conditions in the rate card and the terms of this Agreement, the terms of this Agreement will control. Publisher reserves the right to modify its rate card, including increasing its Standard Rates, at any time and from time to time. Publisher will provide Advertiser with at least 30 days’ prior written notice of any rate increase. If Advertiser objects to any such increase, it shall have the option to discontinue display of the applicable Ads by giving written notice to Publisher prior to the effective date of such changes. Advertiser’s right to discontinue the display of its Ads shall be its sole and exclusive remedy in the event of a rate increase. If Advertiser does not elect to discontinue display of the applicable Ads, then, following the expiration of the notice period, all Ads shall be billed at Publisher’s increased rates.

2. **Yahoo! Ad Network.** To the extent Advertiser has selected delivery of Ads across the Yahoo! Ad Network, Advertiser acknowledges and agrees that Publisher is acting as sales agent for Yahoo!, Inc. (“**Yahoo!**”) and as such, can facilitate the placement of Ads on the Yahoo! Properties in accordance with the terms of this Agreement. For purposes of this Agreement, “**Yahoo! Properties**” means the website located at yahoo.com, including all sub-domains of yahoo.com and any mirror sites or successor sites to such web site and sub-domains and any or all of Yahoo!’s or its affiliates’ properties, software, products, services, web sites and web pages that are developed in whole or in part by or for Yahoo! or its affiliates, to the extent designated in the chart above.

3. **Delivery.**

3.1. **Deadlines.** Advertiser will provide Publisher all applicable Ads by Publisher’s standard deadline (as designated by Publisher), in a format suitable for display in the Newspaper(s) or on the applicable Digital Property(ies), as applicable, via a transmission method mutually agreed upon by the parties. Advertiser shall have the right to change any Ads(s) after submission, provided that it submits any such changes to Publisher no later than Publisher’s standard deadline (as designated by Publisher). Advertiser shall pay all expenses connected with the delivery of the Ad(s) to Publisher. Changes to any Ads after first publication may result in additional charges, which will be disclosed to Advertiser in advance.

3.2. **Submission of Advertising Materials.** Unless otherwise agreed to by the parties in writing, Advertiser will provide all creative services and necessary text, data, images, illustrations or graphics and/or other materials with respect to the Ads(s). Advertiser will submit the Ad(s) in accordance with the applicable Publisher policies and/or Yahoo! policies

(if applicable) in effect from time to time, including policies regarding artwork specifications, format and submission deadlines.

4. **Ad Serving.** Advertiser grants to Publisher and Yahoo!, as applicable, a license to (a) display Advertiser’s Ads on the Distribution Network; and (b) modify, copy, reformat, transmit and otherwise manipulate the Ads in connection with such display. Advertisements will be served in accordance with one of the following options:

4.1. **By Publisher.** If Publisher and/or Yahoo! will be responsible for serving the Digital Ads through its own ad servers, then Publisher and/or Yahoo! will track delivery of the Digital Ads through such servers. The parties agree that Publisher’s and/or Yahoo!’s final impression measurements will be used to determine the fees due under this Agreement.

4.2. **By a Third Party.** If a third party (“**Third Party**”) will be responsible for serving the Digital Ads through such Third Party’s ad server, and such Third Party will track delivery of the Digital Ads through its server. The Third Party’s final audited impression measurements will be used to determine the fees due under this Agreement. If the parties agree to use a Third Party ad server under the terms of this Addendum, Advertiser agrees to provide Publisher with a user login name and password to access the Third Party’s impression measurements for purposes of verification of such measurements.

5. **Invoices.** Publisher agrees that invoices covering the delivery of Ads hereunder Invoices will contain: (a) the dates and times upon which Advertiser’s Ads were displayed in the Newspapers and/or the Digital Properties, and, if applicable, dates and times upon which the Ads could be accessed on the Digital Properties, (b) where applicable, the number of impressions, and/or click-throughs reported during such dates, and (c) the charge to Advertiser. The invoice shall serve as Publisher’s and Yahoo!’s (if applicable) certificate of performance.

6. **Short-Rating.** If Advertiser has made a Commitment in accordance with Advertising Commitment of this Agreement and, at the end of the Commitment Term set forth in Advertising Commitment Advertiser has either (i) purchased less volume (inches/pages/impressions) of Ads than agreed to in the Advertising Commitment or (ii) fallen short of the minimum revenue commitment agreed to in Advertising Commitment, then, if Publisher’s Standard Rates are higher than the rates Advertiser was paying during the Commitment Term, (a) Advertiser will be billed for (and will be obligated to pay) the difference between the Standard Rate and the Commitment Term rate for all Ads that ran during the Commitment Term, and (b) Advertiser will be billed at the Standard Rate (as such Standard Rate may be modified in accordance with Section 1, above) for all Ads run after the Commitment Period.

7. **Cancellation.**

7.1. **Cancellation of Print Ads.** Cancellations will not be accepted for Print Ads after the Publisher’s standard closing time, as designated by Publisher. Advertiser will be responsible for any production or creative

services provided by Publisher regardless of the cancellation of any Print Ads.

7.2. Cancellation of Digital Ads

7.2.1. Cancellation Prior to Initial Distribution. At any time prior to the serving of the first impression of a Digital Ad on a Digital Property under this Agreement, Advertiser may cancel an online advertising campaign on thirty (30) days prior written notice to Publisher.

7.2.2. Cancellation After Initial Distribution Once the first impression of a Digital Ad has been served on any Digital Property, Advertiser may cancel an online advertising campaign by giving Publisher written notice of such cancellation, which cancellation will be deemed effective on the later of: (i) thirty (30) days after serving of the first impression of the applicable campaign; or (ii) fourteen (14) days after providing Publisher with such notice. If Advertiser exercises its right to cancel under this Paragraph 8(b), Advertiser will be responsible for all fees that accrue prior to the cancellation date.

8. **Reservation of Rights.** Publisher may reject, remove or cancel any Ad, space reservation or position commitment at any time in its sole discretion. Publisher also may edit, reject or remove from its Newspaper(s) and/or Digital Property(ies), at any time, any Ad or other material submitted by Advertiser or its Agency, or place the Ad in any Publisher advertising classification or section that Publisher deems appropriate. Publisher also shall have full latitude with respect to positioning all advertisements in the Newspapers; provided, however, that Publisher will use its reasonable efforts to accommodate Advertiser's positioning requests.

9. **Responsibility for Advertisements.**

9.1. Technical Quality; Typographical Errors; Incorrect Insertions or Omissions. Publisher is not be responsible for any material that is not properly displayed or that cannot be accessed or viewed because the material was not received by Publisher in the proper form, in a timely manner, or in an acceptable technical quality for display on the Digital Property(ies) and/or the Yahoo! Properties (if applicable). This Agreement cannot be invalidated, and neither Publisher nor Yahoo! will be liable for typographical errors, incorrect insertions or incorrect publication or omissions in any Advertiser Content displayed or published pursuant to this Agreement or omitted from display or publication.

Failure to Display Advertiser Content. Publisher and Yahoo! (to the extent Advertisements are being placed on the Yahoo! Properties hereunder) are not required to display any Advertiser Content or other material for the benefit of any person or entity other than Advertiser. If there is an interruption or omission of the publication of any Advertiser Content or other material contracted to be published hereunder, Publisher and/or Yahoo! (to the extent applicable) may suggest a substitute time period for the publication of the interrupted or omitted Advertiser Content or material or run the Ads in a different position in the Newspaper(s) or on the Digital Property(ies), as determined by Publisher. Alternatively, in cases where Advertiser is paying on a fixed fee basis or has paid in advance, and if no such substitute time period is acceptable to Advertiser in Advertiser's good faith business judgment, Publisher shall provide a "make good" in the form of a reduction in the amount of fees due to Publisher (or credit of fees already paid) equal to the proportionate amount of money assigned to the interrupted or omitted Ad(s). Such substitution in time period or placement or reduction in fees shall be Advertiser's sole and exclusive remedy for any failure to display Ads or other advertising material and Publisher and Yahoo! (to the extent Advertisements are being placed on the Yahoo! Properties hereunder) shall have no further liability hereunder for such failure.

9.2. Removal or Change of Content. Publisher and/or Yahoo! (to the extent Advertisements are being placed on the Yahoo! Properties hereunder) in its sole discretion, may remove or revise its Newspaper(s) and/or Digital Property(ies), including the Newspapers' and/or Digital Properties' content, nature, design, and/or organization, during the term of this Agreement. If any such revision materially alters the value of the Ad(s) to be run by Advertiser, Publisher will notify Advertiser of such revisions. If the parties cannot agree upon a satisfactory substitution for the affected ads due to such revision, Advertiser may cancel this Agreement with respect to the affected Ad(s) and shall not have to pay (or shall receive a refund) for Ads not displayed due to such cancellation. Such cancellation shall be Advertiser's sole and exclusive remedy and Publisher shall have no further liability whatsoever.

10. **Pre-Print Policy.** All pre-prints must conform to the Publisher's standard pre-print specifications and recommended waste calculations, which will be provided by each Publisher. Inserts must be delivered to the Publisher at least 10 days in advance of distribution date. The Publisher will invoice pre-print billing quantities based on copies actually distributed (i.e., home delivery net sales, single copy total draw, and other circulation). Advertiser agrees to be billed the ordered distribution in the event that out of specification inserts are received.

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.