

**CITY OF SAND CITY
RESOLUTION SC 20-42, 2020**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY APPROVING A
ONE (1) YEAR AGREEMENT WITH THE MONTEREY COUNTY WEEKLY FOR
CONTINUED PARTICIPATION OF CO-OP ADVERTISEMENTS
DURING THE 2020/2021 FISCAL YEAR**

WHEREAS, since 2005, the City of Sand City has co-sponsored advertisements in Monterey County Weekly supporting Sand City businesses to promote commerce activity within our business community; and

WHEREAS, the final advertisement covered in the 2019/2020 agreement will run the week of June 30, 2020, whereby continued advertisements will require approval of a new annual contract; and

WHEREAS, City businesses who have participated in this co-op promotion effort feel that it is a beneficial effort on behalf of the City, and encourages its continuation so that businesses may purchase spots within those advertisements; and

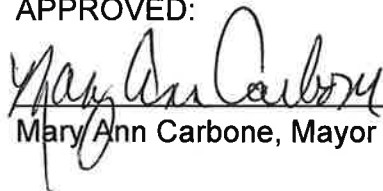
WHEREAS, the cost of the advertising rate is \$538 per ad; for up to 26 full-page color ads running every other week, and includes a \$150 decrease from the previous year's price which is significantly lower than the cost of the best rate offered; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sand City to hereby direct the City Manager to enter into the Agreement for continued participation of co-op advertisements during the fiscal year 2020-2021.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Sand City, this 16th day of June, 2020 by the following votes:

AYES: Council Members Blackwelder, Carbone, Cruz, Hawthorne, Sofer
NOES: None
ABSENT: None
ABSTAIN: None

APPROVED:



Mary Ann Carbone, Mayor

ATTEST:



Connie Horca, Acting City Clerk

ADVERTISING INSERTION AGREEMENT

ADDRESS BILLING CORRESPONDENCE TO:
668 Williams Ave. Seaside, CA 93955 • 831-394-5656 • FAX 831-394-2909

ADVERTISER: City of Sand City

BUSINESS TYPE: SOLE PROPRIETORSHIP PARTNERSHIP CORPORATION POLITICAL NON-PROFIT

CONTACT NAME: Aaron Blair TITLE: City Administrator

BILLING ADDRESS: 1 Pendergrass Way

CITY: Sand City STATE: CA ZIP: 93955

PHONE: (831) 394-3054 FAX: (831) 394-2472 CELL PHONE: _____

EMAIL: Aaron@sandcityca.org

HOME ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

MONTEREY COUNTY WEEKLY

- DISPLAY AD
- CLASSIFIED AD
- FREE STANDING INSERTS
- BRANDED CONTENT

MAGAZINE DIVISION

- BEST OF MONTEREY BAY® VISITOR'S GUIDE
- BEST OF MONTEREY BAY® FOOD & DRINK GUIDE
- BEST OF MONTEREY BAY® WEDDING GUIDE
- BEST OF MONTEREY BAY® SENIOR GUIDE

DIGITAL SERVICES

- WEB BANNERS
- e-NEWSLETTER
- MOBILE ADS
- SPONSORED CONTENT
- SEO PROGRAM
- PROGRAMATIC AD SERVICES

SPECIAL INSTRUCTIONS:

The City of Sand City agrees to run:

Twentysix (26) Full page color coop ads

These will be placed in alternating weeks

The rate for these ads to the city is \$538/ad

Each of the nine (9) spaces are available at:

\$75 - Per Space

Advertiser purchases from Monterey County Weekly/
Milestone Communications, Inc. not less than

Full 3/4 2/3 1/3 1/2 1/4 1/6
 1/8 1/12 1/16 inserts

during the period set out below, subject to the Terms
and Conditions set forth on the following page.

FREQUENCY RATE: Open 6x 13x 26x
 39x 52x Insert

ROTATING SIZES: FP + _____

PRINT AD RATE (per ad): \$ 538

COLOR CHARGES: \$ inc

DIGITAL RATE: \$ _____

e-NEWSLETTER RATE: \$ _____

MOBILE RATE: \$ _____


BEGINNING DATE: 6/18/2020 MONTH/DAY/YEAR

ENDING DATE: 6/17/2021 MONTH/DAY/YEAR

IN AGREEMENT WITH THE TERMS AND CONDITIONS AND
IN WITNESS WHEREOF, PUBLISHER AND ADVERTISER SET
THEIR HANDS AND SEALS ON:

06/03/2020 MONTH/DAY/YEAR

ADVERTISER: City of Sand City BUSINESS NAME

ADVERTISER'S SIGNATURE X  AUTHORIZED PERSON AND GUARANTOR

PRINT NAME OF SIGNATOR: AARON BLAIR

TERMS AND CONDITIONS

1. For each of the advertisements published, Advertiser shall pay to Publisher a fee in accordance with the Insertion & Rate Schedule (hereinafter referred to as the Insertion Schedule). Advertiser understands that under this Agreement the Advertiser is obligated to insert an advertisement (of at least the minimum size) in Monterey County Weekly (and/or other publication specified in the Insertion Schedule) for each of the issues specified in the Insertion Schedule. Accordingly, the insertion of an advertisement of greater than the minimum size in any issue will not affect the obligation of Advertiser to insert an advertisement of the minimum size in each subsequent issue. If Advertiser fails to comply with its obligation to insert an advertisement in any issue, or if Advertiser in any other way fails to comply with its obligations under this Agreement, the Publisher may terminate this Agreement. Following such termination, Advertiser shall compensate Publisher for all damages directly or indirectly resulting as a consequence of Advertiser's default and, in that connection, in addition to the payment of all unpaid amounts for advertisements inserted theretofore. Advertiser shall pay to Publisher, as liquidated damages, within 10 days after the date of termination, an amount equal to 75% of the fee that would have been payable at the Contracted Rate for the advertisements which would have been inserted after the date of termination if the Advertiser had complied fully with its obligations hereunder. Advertiser's obligation under paragraph 4, below, shall continue in full force and effect following termination of this Agreement.
2. Notwithstanding the provisions of paragraph 2A above, Publisher may, at any time or from time to time, determine that it does not wish to extend credit, or to continue to extend credit, to Advertiser and, in such event, Publisher may require Advertiser to pay in advance of publication or to comply with other credit terms specified by Publisher.
3. In the case of advertisements to be inserted in any special supplements to Publisher's weekly publications, Advertiser shall submit such advertisements to Publisher on a timely basis in accordance with the scheduling information, which has been furnished to Advertiser. Advertiser shall submit all other advertisements to Publisher (or account Executive) by no later than Friday before the issue day of any issue in which such advertisement is to appear. If Advertiser fails to submit acceptable advertisements by any such time, Publisher may republish Advertiser's most recently published advertisement and, in such event, Advertiser shall pay Publisher the same amount which would have been payable if Advertiser had submitted such advertisement for republication.
4. Advertiser represents to Publisher that Advertiser and its agents, if any, have the full legal right to publish, in their entirety, all advertisements and artwork submitted for publication hereunder, and that by publishing any of such advertisements Publisher will not violate the rights of any person or any federal, state or local statutes or rules or regulations of any applicable federal, state or local authority, and Advertiser agrees to indemnify Publisher, and hold it harmless from and defend it against, any losses, expenses, suits or claims which Publisher may incur and which arise out of the publication by it of any of such advertisements, including, without limitation of the foregoing, any claims of libel, violation of rights of privacy, plagiarism, unfair competition or trade practices, or copyright and/or trademark infringement.
5. Publisher reserves the right to refuse to publish advertising which in its opinion does not conform to the reasonable standards of its publications or which may subject Publisher to claims of liability to third persons.
6. Publisher's obligation to publish is subject to labor disputes, accidents, fires, earthquakes, acts of God or other contingencies beyond its control, and if such event shall occur, the "ending issue" specified in the Insertion Schedule shall be changed to such later date as shall reflect the duration of the event. If Publisher, with or without good cause, fails to publish any advertisement of Advertiser, Publisher's sole liability, if any, shall be limited to the obligation to publish another advertisement at a later date.
7. Publisher shall have no liability of any kind to advertiser on account of errors or omissions made by Publisher including, but not limited to, content or quality in any advertisement and, notwithstanding such errors or omissions. Advertiser shall pay Publisher in accordance with the terms of this Agreement. However, Publisher may, at its discretion, afford to Advertiser, without charge, advertising space in addition to that specified in the Insertion Schedule in an amount to be determined by Publisher. In any event, Advertiser shall give written notice to Publisher (attention of the Sales Manager) within 7 days after publication of any advertisement containing any errors or omissions made by Publisher.
8. This Agreement constitutes the entire agreement between Publisher and Advertiser and may not be cancelled, modified, amended or supplemented except pursuant to a duly written instrument executed by both parties.
9. Each person signing this Agreement as a Guarantor, and any advertising agency executing this Agreement in the name of and on behalf of Advertiser, hereby jointly and severally unconditionally guarantees to Publisher the full and prompt performance by Advertiser of its obligations hereunder.

OFFICE USE ONLY

PREPAYMENT OF FIRST FOUR ADS RECEIVED

ACCOUNT EXECUTIVE

Keith Bruecker

CREDIT APPROVED

APPROVED AND ACCEPTED BY _____

Publisher of Milestone Communications Inc.