



# CITY COUNCIL AGENDA REPORT



**DEPARTMENT:** City Clerk

**MEETING DATE:** June 24, 2003

**PREPARED BY:** Linda B. Proctor, CMC, City Clerk

**AGENDA LOCATION:** \*E-1 Consent

**TITLE:** Award of One-Year Contract to Monrovia Mountain Views for Publication of Legal Advertisements for the Period Ending June 30, 2004

**OBJECTIVE:** To approve a one-year contract for the publication of legal advertisements as prescribed by law

**BACKGROUND:** When the Pasadena Superior Court established The Monrovia Weekly as a newspaper of general circulation on February 8, 1999, the City then had two adjudicated newspapers in the city to work with— the Monrovia Weekly (Core Media Group, Inc.) and The Star-Monrovia News Post (San Gabriel Valley Newspaper Group). In accordance with Public Contract Code §20169, annually, before the beginning of the fiscal year in cities where there is more than one newspaper of general circulation, a notice inviting bids and a contract for the publication of legal notices is required to be published in such a newspaper, and a subsequent contract must be awarded by the City Council by June 30th.

On May 6, 2003, a bid package was sent to Timothy M. Guesman, Classified Advertising Director, Pasadena Star News, West Covina, Beth Buck, Editor, Mountain Views, Monrovia, and Von Raees, President/CEO, Core Media Group, Inc., The Monrovia Weekly, Arcadia. Monrovia Mountain Views has an office in Monrovia, and was recently awarded adjudication by the courts. On May 15, 2003, a request for proposal (RFP) was published in The Monrovia Weekly, our current provider, requiring a response by 10:00 A.M., June 2, 2003, to the Office of the City Clerk.

**ANALYSIS:** On June 2, 2003, the bids were opened by the City Clerk. Three bids were received representing each of the newspapers listed above. A summary of the results is as follows:

NEWSPAPER	SUBMISSION LEAD-TIME	RETRACTION LEAD-TIME	COST FOR SAMPLE AD
Mountain Views Monrovia	(2) business days	Noon (1) day prior to publishing	\$43.00
Monrovia Weekly	(3) business days	Noon (2) days prior to publishing	\$52.00
The Star-Monrovia News Post	(3) business days	4pm (2) days prior to publishing	\$38.64

**\*E - 1**

The lead-time for placing legal ads is significant to the City. Publishing on Thursdays works very well for legal notices that must be noticed 10 days prior to a City Council meeting, requiring submittal to the newspaper no less than 15 days prior to that meeting. On the other hand, a newspaper that publishes on Sunday would require Staff to submit legal advertising for a Public Hearing no less than 20 days prior, and also gives less flexibility for last minute or urgent matters requiring legal notice.

This contract will be in place until June 30, 2004. In accordance with the Public Contract Code, the City must go out to bid annually as long as there is more than one newspaper of general circulation in the City as identified by the Court.

**RECOMMENDATION:** Overall, The Monrovia Weekly has provided excellent service for the past three years. However, the proposal for Monrovia Mountain Views includes a shorter lead-time for submittals, corrections and retractions, and a cost savings of over 17% compared to The Monrovia Weekly for the sample advertisement provided. Although the cost of The Star was slightly lower, the effective lead-time for submission of advertising does not meet the needs of most of the departments. Therefore, Staff recommends awarding the contract for legal advertising to Monrovia Mountain Views.

**COUNCIL ACTION REQUIRED:** If the City Council concurs, the appropriate motion would be to award a contract to Monrovia Mountain Views for the period ending June 30, 2004.

Linda B. Proctor, CMC, City Clerk

# Mountain Views Monrovia Sierra Madre

103 E. Lemon Ave., # 211 Monrovia, CA 91106 Phone: 626.359.2242 Fax: 626.359.4322  
37 Auburn Ave., Sierra Madre, CA, 91024 Phone: 626.355.9833 Fax: 626.355.4603  
www.mountainviewsonline.com

RECEIVED  
JUN 02 2003

Office of the City Clerk  
City of Monrovia

May 29, 2003

To City Clerk Linda Proctor and Members of the Monrovia City Council,

The Monrovia MountainViews newspaper greatly appreciates the opportunity to bid on the contract to provide legal advertising/public notices for the City of Monrovia, July 1, 2003 – June 30, 2004.

Over the course of the last 3 years (the time prescribed by law to obtain adjudication if the newspaper is not *printed* within the City), we have carefully followed all the specified codes and requirements to receive the Court's designation as a "Newspaper of General Circulation for the City of Monrovia." Enclosed please find a copy of the Court Order granting the MountainViews such status and thereby, the right to publish the City's legal notices.

Today, the MountainViews is the only local newspaper to fulfill the primary Government Code requirement to maintain a bona fide office within the City of Monrovia. Our address, phone and fax numbers appear weekly in the newspaper offering convenient communications for the residents of Monrovia. In addition, we are the only local weekly newspaper to have answered the City of Monrovia's request to provide newspaper racks for our publication for both the tidy appearance of the downtown area and for the added convenience to our customers.

For better visibility to our readers and to better service our City and other public notices, all such notices appear at the beginning of our Legal Advertising section, prior to lists of Fictitious Business Name filings. And to further meet Government Code requirements (for readability and continuity) the MountainViews adheres to legal size and spacing publication standards.

But most importantly, as a "hometown" newspaper - and at the risk of blatant braggadocio - we are very proud of our coverage of the City's people, politics, schools, Community events and burgeoning business development. With writer/reporter Bob Lovka and myself as the primary Monrovia editorial staff, the customized sections of our Monrovia edition is exclusively devoted to Monrovia and we truly work hard to reflect the City's character and ambiance.

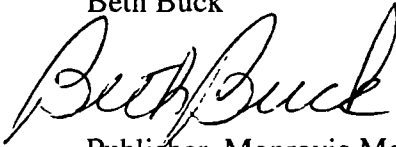
We are committed to the City's continued growth and are planning our own expansion to take place within the City of Monrovia so that we might further enhance the depth and

scope of our Monrovia newspaper. With larger office space, additional custom pages, greater distribution (particularly outside the Old Town shopping area), we hope the future of the MountainViews will be very synergetic with the future of Monrovia.

We would be honored to receive the contract for the publication of your public notices and serve as the official newspaper for the City of Monrovia. And we pledge to serve you well.

Respectfully submitted,

Beth Buck

A handwritten signature in black ink that reads "Beth Buck". The signature is written in a cursive, flowing style with a large initial "B".

Publisher, Monrovia MountainViews

**CITY OF MONROVIA  
PROFESSIONAL SERVICES CONTRACT  
LEGAL PUBLICATIONS**

THIS CONTRACT, made and executed this \_\_\_\_ day of \_\_\_\_\_, 2003, by and between the City of Monrovia, California, hereinafter referred to as "City", and \_\_\_\_\_ hereinafter referred to as "Contractor" and "Bidder":

**WITNESSETH:** City and Contractor do mutually agree as follows:

1. The Notice Inviting Proposals, Proposal, Specifications and all amendments thereof, when approved by the parties hereto, copies of which are attached hereto, are hereby incorporated in and make a part of this Contract by reference, as though fully set forth herein, and all of the foregoing shall constitute the Contract documents.
2. Contractor agrees to publish legal notices as specified in the Contract documents and in the manner specified therein.
3. City agrees to pay contractor the amount specified in the Contract documents and in the manner specified herein.
4. Time is of the essence of this Contract. If contractor should fail to publish legal notices as specified in paragraph 2 above, City may give 30 days written notice to Contractor to provide the required service in a timely manner, and if the Contractor fails to do so, the Contractor shall be liable to the City for damages incurred, including, but not limited to, the price differential in procuring legal advertising in conformance with the Contract documents on the open market from another vendor, with or without advertised competitive bidding.
5. Contractor agrees that in the performance of this Contract, Contractor is an independent Contractor, not an employee, agent or officer of the City.
6. This Contract shall be interpreted, construed and given effect in all respects according to the laws of the State of California.
7. Contractor shall not assign this Contract, or any part thereof, or any monies due or to become due thereunder without prior written consent of City.
8. Contractor shall indemnify and hold harmless the City, and its officers and employees, from and against any and all claims, demands, suits, damage, injury and liability, including costs and expenses incurred in connection therewith, however caused, resulting from, arising out of, or in any way connected with the performance of the contract.
9. Contractor shall hold the City, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of a copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract.

10. Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the City shall have the right to terminate the contract, either in whole or in part, and any loss or damage sustained by the City in procuring in the open market legal publication shall be borne and paid by the Contractor. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

11. Right and remedies of City for default: In the event of the cancellation of the Contract, either in whole or in part, by reason of default or breach thereof by the Contractor, any loss or damage sustained by the City in procuring legal publications which the Contractor therein agreed to supply shall be borne and paid by the Contractor. The rights and remedies of the City provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

12. Subject to the provisions of this Contract, all terms, covenants, conditions and provisions hereof shall inure and shall bind each of the parties

City of Monrovia ("City")

\_\_\_\_\_  
Rob Hammond, Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Linda B. Proctor, CMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Craig A. Steele, City Attorney

("Contractor")  
\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Dated: \_\_\_\_\_