CITY OF BEVERLY HILLS
STAFF REPORT

Meeting Date: June 22, 2010

To: Honorable Mayor & City Council

From: Byron Pope, City Clerk

Subject: Newspaper Publication Bids

Attachments:
1. Overview of Bid Results
2. Cost Analysis
3. Beverly Hills Courier Bid
4. Beverly Hills Weekly Bid

INTRODUCTION

On May 20, 2010, the City Clerk's Office received two responses to a Request for Bids for advertising and notices for the City of Beverly Hills for the upcoming fiscal year 2010-2011.

DISCUSSION

Bids from two locally adjudicated newspapers eligible to publish legal notices in the City of Beverly Hills, *The Beverly Hills Courier* ("the Courier") and the *Beverly Hills Weekly* ("the Weekly") were received. Bids were sought to secure competitive price quotes for legal notices and advertising as well as citywide display advertising for fiscal year 2010-2011. Although this yearly bid process is managed by the City Clerk for the legal notices, it includes the pricing for non-legal advertising for all City departments in the same contract.

Adjudication

Public Contracts Code Section 20169 provides that annually, before the beginning of the fiscal year, where more than one newspaper of general circulation is printed and published, the legislative body must: (1) publish a notice inviting bids; and (2) contract for the publication of legal notices required to be published in such a newspaper during the fiscal year. If there is only one newspaper, the legislative body may contract with it without advertising for bids. Once the City receives the bids, the City is not required to award the contract to the lowest bidder. The legislative body has discretion to determine which is the better bid, having in mind both price and other matters affecting the value to the public, including the extent of circulation of the newspaper. While there is no case law on point, the City could contract with both newspapers if advertising in both newspapers will best suit the needs of the City to ensure the greatest number of readership. The Public Contracts Code provision leaves the discretion with the City Council.

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History

In 2000, the Weekly became an adjudicated newspaper and asked to be included in public and promotional advertising by the City. After a review by the City Attorney, it was confirmed that the Weekly was an adjudicated newspaper and although the paper was not circulated citywide, it met the legal requirements for publication of official notices. The Weekly did have an earlier deadline for the City to submit notices and advertisements for publication which would make it a little more difficult to advertise short turnaround public notices.

In 2003, bids were solicited from both the Weekly and the Courier for publication services. At this time, the City was paying the Courier $28/column inch to publish notices. This amount had escalated on an annual basis for the years leading up to the solicitation of bids from both newspapers. The bids received in May 2003, were $15/column inch for the Courier and $6.00 - $6.50/column inch for the Weekly. Both prices were significantly lower than the "non-bid" prices paid to the Courier in prior years. The Courier reduced their rate by 53% and the old Courier rate was over 300% higher than the Weekly bid. As a result, the City Council at that time approved the contracts with both newspapers to provide publishing services. Both providers met their obligations under those contracts in the first year, although the deadline issue made it more difficult to work on an equivalent basis with both newspapers. The Weekly has a wider column which saved some costs and the Courier was very accommodating with late notices and last minute changes to submitted items.

The contracts were due to expire in June 2004, and staff discussed extending the agreements with the City Attorney's Office. It seemed logical to continue the relationship with both newspapers in order to assure that the City had maximum flexibility in providing notice to the community. Representatives from both newspapers were contacted and asked to extend the contracts for one year. The Courier agreed, prior to the sale to the new owner, and the bid price was maintained at $15/column inch. The Weekly indicated that it would need to raise its rate comparable to the Courier and in return the Weekly would agree to a two year contract at that price. If the contract was put out to public bid, these two newspapers would probably have been the only respondents and they would likely have bid the amounts noted above. Accordingly, staff recommended that the City Manager extend the contracts at the rates and terms that had been negotiated. Even with the increase by the Weekly, the City was paying nearly the same amount for the service that was paid to the Courier for the exclusive service in 2002. However, the City had a greater ability to provide required public notices and other advertising in the wider circulation of two newspapers – without any additional cost than would have been paid to the Courier as the exclusive provider.

The City received the benefit and the taxpayers realized lower advertising costs. In FY 2004-2005, the Courier's new ownership attempted to move public notices from the "Page 2 or 3" requirement to the back of the paper. The Courier staff resumed printing the items on Page 2 or 3 when City staff pointed out the error. In the past two fiscal years, the City Council has relaxed the "up front ads" requirement from Page 2 or 3 to up to Page 5 of the first section of the newspaper. Staff's position on this matter is the same today as it was in June 2004 – the services from both newspapers are good and the costs have not been increased in the past two years. It is staff's belief that the public is served better by using both newspapers at a reasonable cost to the City. There are 8,123 parcels in the City with more than 22,800 addresses (business and residential) tied to these parcels. According to the verified circulation audits reports received from the Courier and the Weekly, they distribute 25,625 and 14,950 respectively each week in the City.

Spending Trend

For the third year in a row, The Beverly Hills Courier and the Beverly Hills Weekly have submitted bid proposals with the same pricing structure – no increases or reductions. In this current fiscal year-to-date, the City has paid $32,050.00 to The Beverly Hills Courier, and $23,902.33 to the Beverly Hills Weekly for legal advertising and noticing (total $55,952.33). The total budget in the City Clerk's Office is $60,000 and the year-to-date totals include invoices paid through June 10, 2010. The City has placed approximately 72% of the legal notices/advertisements in the front section of the newspapers, and 28% in the legal/classified section of the newspapers. The City has paid $86,899.00 to The Beverly Hills Courier year-to-date and $57,118.44 to the Beverly Hills Weekly year-to-date for all notices and advertising, legal and non-legal, citywide (total $144,017.44).

Below are the total amounts of notice and advertising dollars spent with the Courier and Weekly in recent years:

Year		Courier	Weekly	Total
FY 2008-2009	City Clerk's Office	$37,093.00	$23,414.25	**$60,507.25**
	Citywide*	$128,154.00	$77,624.50	**$205,778.50**
FY 2007-2008	City Clerk's Office	$51,386.00	$27,739.75	**$79,125.75**
	Citywide*	$230,753.50	$90,833.20	**$321,586.70**
FY 2006-2007	City Clerk's Office	$36,812.50	$17,925.43	**$54,737.93**
	Citywide*	$81,960.00	$41,571.09	**$123,531.09**
FY 2005-2006	City Clerk's Office	$35,178.25	$23,558.75	**$58,737.00**
	Citywide*	$72,371.50	$37,289.50	**$109,661.00**

**Citywide totals include the City Clerk's Office totals.*

Until this current fiscal year, the past practice had been to place citywide ads (legal and non-legal) in both publications when deadlines permitted, but this was never a City Council policy. Staff feels that they should also have the flexibility to place non-legal display ads in Courier, Weekly and/or other publications that meet their department's needs/budget. For instance, the recently held Greystone Concours d' Elegance was advertised in the *Los Angeles Times* sports section and had a significant impact on inquiries and ticket sales for the successful event.

FISCAL IMPACT

In the City Clerk's Office budget there is currently $60,000 for legal advertising and notices for FY 2010/11 (the same amount as FY 2009/10). Should the City Council choose to award the bid to one newspaper and contract with a second newspaper as was done in last year's three-tier pricing format, the budgeted amount will not be sufficient assuming the same amount of notices and advertising. Because FY 2010/11 is a municipal election year, staff anticipates a minimum additional $6,000 will be needed to provide election notices in both newspapers.

Meeting Date: June 22, 2010

RECOMMENDATION

The City of Beverly Hills provides as much public notice as possible through multiple outreach channels, and we require private development applicants to pay for more extensive public noticing in local adjudicated newspapers than do other cities.

With two bid submittals this year, staff recommends awarding the bid to The Beverly Hills Courier factoring in their higher circulation and also contracting with the Beverly Weekly to provide as much legal public notice as possible. Staff suggests discounting the rates with the current fiscal year's tiered pricing for contracting with the Weekly again in FY 2010-2011. City Council direction/policy is also requested regarding the requirements for ad placements of non-legal advertising by all City Departments.

Should the City Council choose to accept the staff recommendation, the following pricing would be converted into agreements for FY 2010/2011:

TIER 1 (65%)
Legal Advertising and Notices

Category	Beverly Hills Courier	Beverly Hills Weekly (bid price)	Beverly Hills Weekly (Recommended)
Schedule of Rates / Legal Square inch			
Public notices up to page 5 with*	$11.10	~~$10.40~~	**$7.22**
Public notices up to page 5 without**	$11.10	~~$10.40~~	**$7.22**
Legal/classified ads with	$8.90	~~$10.00~~	**$5.79**
Legal/classified ads without	$11.35	~~$10.00~~	**$7.38**
Display advertising pages 1-5 with	$11.10	~~$12.40~~	**$7.22**
Display advertising pages 1-5 without	$11.10	~~$12.40~~	**$7.22**
Legal display advertising with	$8.90	~~$10.40~~	**$5.79**
Legal display advertising without	$11.35	~~$10.40~~	**$7.38**

* with = with digitally transmitted text
** without = without digitally transmitted text

TIER 2 (65%)
Non-legal advertising intended to reach the entire City of Beverly Hills

	Beverly Hills Courier	Beverly Hills Weekly (bid price)	Beverly Hills Weekly (Recommended)
1/8 page	$310.00	~~$200.00~~	**$201.50**
1/4 page	$520.00	~~$400.00~~	**$338.00**
1/2 page	$1,010.00	~~$800.00~~	**$656.50**
Full page	$1,798.00	~~$1,600.00~~	**$1,168.70**

TIER 3 (50%)

Non-legal advertising intended to reach an audience **wider** than the City of Beverly Hills

	Beverly Hills Courier	**Beverly Hills Weekly (bid price)**	**Beverly Hills Weekly (Recommended)**
1/8 page	$310.00	~~$200.00~~	**$155.00**
1/4 page	$520.00	~~$400.00~~	**$260.00**
1/2 page	$1,010.00	~~$800.00~~	**$505.00**
Full page	$1,798.00	~~$1,600.00~~	**$899.00**

Council concurrence/direction is requested to complete the bid process and prepare a resolution(s) for the July 8, 2010 Regular Meeting for consideration and adoption.

Byron Pope BP
Approved By

Attachment 1

BID RESULTS

Display Advertising Rates:

Description	BH Courier	BH Weekly
1/8 Page	$310.00	$200.00
1/5 Page	$415.00	$0.00
1/4 Page	$520.00	$400.00
1/2 Page	$1,010.00	$800.00
Full Page	$1,798.00	$1,600.00

Legal Advertising Rates (Per Legal Square Inch):

For the typesetting as necessary, printing and publishing of Public Notices up to Page 5 of the first section of the newspaper (up front ads), using bold face title. Such notice shall be two columns in width with heavy border.

BH Courier	BH Weekly	Description
$11.10	$10.40	With digitally transmitted text
$11.10	$10.40	Without digitally transmitted text

For the typesetting as necessary, printing and publishing of official advertising on pages dedicated to legal and classified advertising (legal/classified ads).

BH Courier	BH Weekly	Description
$8.90	$10.00	With digitally transmitted text
$11.35	$10.00	Without digitally transmitted text

For the printing and publishing of display advertising on Pages 1 through 5 (up front ads) as typeset by City.

BH Courier	BH Weekly	Description
$11.10	$10.40	With digitally transmitted text
$11.10	$10.40	Without digitally transmitted text

For the printing and publishing of display advertising on pages dedicated to legal and classified advertising as typeset by City (legal/classified ads).

BH Courier	BH Weekly	Description
$8.90	$10.40	With digitally transmitted text
$11.35	$10.40	Without digitally transmitted text

Circulation:

BH Courier	BH Weekly	Description
18,200	14,000	Residential deliveries each week
7,000	890	Other/bulk deliveries each week
25,200	14,890	Total deliveries in the City each week
2,575	0	Bulk delivery to Palm Desert Area
11,800	0	Residential delivery to Los Angeles
39,575	14,890	Total weekly circulation

Weighted Percentage Based on Circulation :

BH Courier	BH Weekly	Differential	Target Audience
100.00%	76.92%	23.08%	For outreach to residents (residential deliveries)
100.00%	59.09%	40.91%	For outreach to residents and local businesses (total deliveries)
100.00%	37.62%	62.38%	For general advertising to all newspaper recipients

Attachment 2

ATTACHMENT 2

Display Ads	Residential	Other/Bulk	Total	1/8 page	1/5 page	1/4 page	1/2 page	Full page
Courier	18200	7000	25200	$ 310.00	$ 415.00	$ 520.00	$ 1,010.00	$ 1,798.00
Cost per paper	N/A	N/A	N/A	$ 0.012	$ 0.016	$ 0.021	$ 0.040	$ 0.071
Weekly	14000	890	14890	$ 200.00	N/A	$ 400.00	$ 800.00	$ 1,600.00
Cost per paper	N/A	N/A	N/A	$ 0.0134	N/A	$ 0.0269	$ 0.0537	$ 0.1075

Legal/Classified Ads	Pub Notice Digital	Pub Notice Not Digital	Advert. Digital	Advert. Not Digital
Courier	$ 11.10	$ 11.10	$ 8.90	$ 11.35
Cost per paper	$ 0.00044	$ 0.00044	$ 0.00035	$ 0.00045
Weekly	$ 10.40	$ 10.40	$ 10.00	$ 10.00
Cost per paper	$ 0.00070	$ 0.00070	$ 0.00067	$ 0.00067

Question 1: Which bidder is the low cost winner solely based on these numbers?
The Weekly has lower costs across the board except for their charge for non-digital classified advertisements.

Question 2: Which bidder is the low cost winner when you factor in the circulation numbers?
The Courier's circulation is almost 70% higher, and taking the above data into consideration, is more cost effective per newspaper.

Question 3: What is the percentage difference between:

a) Residential **30.0% higher circulation for the Courier**
b) Other/Bulk deliveries **686.5% higher circulation for the Courier**
c) Total **69.2% higher circulation for the Courier**

Attachment 3

The BEVERLY HILLS COURIER
The Best Read Newspaper in Beverly Hills
READ THE COURIER The Farmers' Choice

May 20, 2010

DELIVERED BY HAND
Office of the City Clerk
455 North Rexford Drive
Room 190
Beverly Hills, California 90210

Re: Bid No. 10-44

This is the bid of Beverly Hills Courier Publishing Co., LLC, a California limited liability company and publisher of the Beverly Hills Courier newspaper, to publish legal notice advertising for the City of Beverly Hills in response to Bid No. 10-44 (the "Bid Document").

Please note that the *Courier* in not increasing its rates this year despite much higher costs in recognition of the City's current budget deficit. We are doing our part.

The *Courier* is the only weekly community newspaper published in Beverly Hills which distributes to virtually all residences and businesses within the city limits, in addition to significant distribution to surrounding areas and the Palm Springs/Palm Desert area. This distribution gives residents of Beverly Hills and those close neighbors and friends who are interested in Beverly Hills their only reliable, independent and dedicated source of information about The City. For over 46 years, the Courier has been the trusted and dependable newspaper of record for Beverly Hills. It shows no favoritism except for the truth. Since its founding by March Schwartz in 1960 it has been the independent and honest source of news for the citizens of Beverly Hills. Mr. Schwartz held fast to the principle that its articles and editorial positions cannot be bought or obtained through threats. The Beverly Hills Courier Publishing Co. is committed to maintaining that tradition and that trust.

Also enclosed is the 2010 independent circulation audit of the Beverly Hills Courier, performed by Circulation Verification Council of St. Louis, Missouri ("CVC"). CVC has among its advisors and users of its audit information Wal-Mart and Best Buy. No other weekly newspaper serving Beverly Hills is independently audited.

We look forward to continuing to serve the City of Beverly Hills into our 46th year.

Very truly yours,
BEVERLY HILLS COURIER PUBLISHING CO., LLC
A California Limited Liability Company

By: _____
President & Publisher

CSS/sw
Enclosures

Serving The Beverly Hills Community Since 1965
8840 West Olympic Boulevard • Beverly Hills, California 90211
Phone: 310-278-1322 • Fax: 310-271-5118 • www.thebeverlyhillscourier.com

Bid No. 10-44

BID DOCUMENT

CITY OF BEVERLY HILLS
CITY CLERK'S OFFICE
455 NORTH REXFORD DRIVE BEVERLY HILLS, CALIFORNIA 90210
(310) 285-2400

ADVERTISING AND NOTICES - BIDS WANTED

Sealed proposals are requested on the list of materials, supplies, equipment or services set forth herein, subject to all conditions outlined in the Bid Document, including:

SECTION I:	REQUEST FOR BIDS
SECTION II:	GENERAL INFORMATION AND INSTRUCTIONS
SECTION III:	DETAIL SPECIFICATIONS
SECTION IV:	BID FORM

******(IF YOU CHOOSE NOT TO BID, PLEASE COMPLETE PAGE 11)******

Sealed proposals will be received only at the **Office of the City Clerk**, 455 North Rexford Drive, Room 290, Beverly Hills, until 2:00 p.m. local time, on the date hereinafter stated at which time they will be opened and publicly read for furnishing the materials, supplies, equipment or services or for supplying the materials, and/or providing labor for the repair, construction or improvement as the case may be, as indicated by the items hereunder listed and in accordance with the applicable specifications.

SECTION I - REQUEST FOR BID

Date of Request: **April 27, 2010**

Bid Number: **10-44**

Item Description: **Advertising**

Bid Opening: **Thursday, May 20, 2010 at 2:00 p.m.**

All bids must be delivered by the specified opening time of the bid. Bids arriving after the specified hour will not be accepted. Mailed bids, which are delivered after the specified hour will not be considered regardless of postmarked time on the envelope. All bids must be in writing and must contain an original signature by an authorized officer of the firm - Electronic bids (telephone, FAX, etc.) are **NOT** acceptable.

BID DEPOSIT - NONE REQUIRED WITH THIS BID
PERFORMANCE BOND AND PAYMENT BOND - NONE REQUIRED WITH THIS BID

Bid No. 10-44

CITY OF BEVERLY HILLS
SECTION II - GENERAL INFORMATION AND INSTRUCTION

1. A bidder's proposal may be withdrawn at any time prior to the bid opening. No proposal may be withdrawn after the bid opening. Violation of this policy may cause bidder's removal from qualified Bidder's List.

2. Bidders are advised to become familiar with all conditions, instructions and specifications governing this bid. Once the award has been made, a failure to have read all the conditions, instructions and specifications of this bid document shall not be cause to alter the contract or for bidder to request additional compensation.

3. Successful bidder shall not assign the contract, or subcontract the whole or any part of the contract without written consent of the City. Such consent shall neither relieve the bidder from its obligation nor change the terms of the contract.

4. Each bidder shall submit in full this completed original bid document and all necessary catalogues, descriptive literature, etc., needed to fully describe the materials or work it proposes to furnish. **Bidder's failure to fully and adequately respond to this bid may render the bid non-responsive and is grounds for rejection by the City.**

5. Upon the award of the bid to the successful bidder, the City will require evidence of insurance coverage be furnished within fourteen (14) days of notification of bid award. The amounts and types of coverage are specified in Section IV of this bid document. **All insurance forms must be in a format acceptable to the City.**

6. Every supplier of materials and services and all contractors doing business with the City shall be an "Equal Opportunity Employer" as defined by Section 2000 (E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11375, and as such shall not discriminate against any other person by reason of race, creed, color, religion, age, sex or physical or mental handicaps with respect to the hiring, application for employment, tenure, terms or conditions or employment of any person.

7. Prices quoted herein must be firm for a period of not less than ninety (90) days after date of bid opening.

8. Bids calling for other than a "lump sum" total bid may be awarded by single item, by groups of items, or as a whole, as the City deems to be in the best interest of the City.

9. The City will be the sole and exclusive judge of quality, compliance with bid specifications or any other matter pertaining to this bid. The City reserves the exclusive right to award this bid in any manner it deems to be in the best interest of the City.

10. Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes. It is the policy of the City to self-accrue use tax associated with its own purchases. The City requests that its contractors self-accrue their use tax, **when applicable**, and report the use tax to the State Board of Equalization with a City-assigned permit number. The City's own use tax which is self-accrued by the City will be remitted to the State of California pursuant to the City's permit with the State Board of Equalization.

11. For any questions regarding this bid, please contact Byron Pope, City Clerk, at (310) 285-2400.

Bid No. 10-44

SECTION III – DETAIL SPECIFICATIONS

IN EVENT OF CONFLICT, THE FOLLOWING SPECIFICATIONS SHALL PREVAIL OVER GENERAL INFORMATION AND INSTRUCTIONS CONTAINED ELSEWHERE IN THIS BID.

1. The successful bidder shall print, on a non-exclusive basis, and publish correctly and in a first-class manner in a newspaper that has been adjudicated as a newspaper of general circulation as defined in Section 6008 of the Government Code, for the City of Beverly Hills, **all advertising including legal advertising and any other notices or advertising of whatever kind or nature that may be requested in writing by an officer, board, commission or department of the City of Beverly Hills**, to be printed pursuant to the terms of this bid, and furnish proof of publication. The successful bidder shall enter into an agreement with City for services through June 30, 2011 on the form attached as Attachment A.

2. All advertisements shall be inserted in every edition of the newspaper issued upon the day of publication, and not in any supplement thereof, and shall be published for the number of days directed in writing by the officer requiring such publication and no more. If specified by City in writing, certain public notices, which together may contain up to one page of text, shall be inserted on pages 2 through 5 of the front section of the newspaper ("up front ads"). If City requests more than one page of up front ads for any single edition of the newspaper, one page of up front ads shall be placed on pages 2 through 5 of the first section of that edition and any up front ads in excess of one page shall be inserted within the first 7 pages of the first section of that edition. If at any time during the period of the agreement, the newspaper to which the agreement is awarded is not published and circulated regularly on its regular date of publication, the City has the right to immediately terminate the agreement and to recover any damages from the successful bidder. If the newspaper is published on more than one day per week, advertisements shall be placed on the publication date requested by the City.

3. The successful bidder will be required during the term of the agreement to deliver free of charge fifty (50) copies of each issue of said newspaper to the City Clerk's office.

4. In the event the successful bidder fails to publish an advertisement or notice or publishes improperly, the successful bidder shall, at the election of the City, republish on the next available publication date at no charge to the City or shall not charge the City for the improperly published advertisement.

5. Written copy furnished by the City shall not be photocopied and published in "as is" condition. All such written copy shall be typeset as required by the City and in the font style and size specified in the agreement, unless otherwise specified by the City. The City may also provide the successful bidder with camera-ready copy.

6. Bidders shall submit a sample notice of public hearing, notice to bidders, and an ordinance or resolution. (Samples are attached as Attachment B). Bidders shall specify the font style and size for up front ads and other advertising submitted by the City and shall submit the above samples in those font styles and sizes. Font style shall be Serif or Sans Serif or other style acceptable to the City and font size shall be eight points except that Sans Serif may be 7 points.

7. All bidders shall submit a map of the bidder's newspaper delivery area. The map shall clearly identify the locations in the City where newspapers are delivered and where they are not delivered. The bidder shall use a Thomas Guide Street Map or equivalent and specifically delineate streets or areas in the City where newspapers are delivered and streets or areas where newspapers are not delivered. The map shall also show those streets or areas in the City where newspapers are delivered free of charge and those streets or areas in the City where newspapers are delivered only with a paid subscription. All bidders shall also describe the nature and extent of delivery of newspapers in commercial areas of the City and to multi-family residential properties.

8. All bidders shall submit the lowest price paid during the previous twelve months for the following types of advertising:

   a. Legal/Classified Advertising

   b. Display Advertising up to page 5 for

      (1) 1/8th page

      (2) 1/5th page

      (3) 1/4 page

      (4) 1/2 page

      (5) full page

   c. Display advertising pages 6 through first page of classifieds for:

      (1) 1/8th page

      (2) 1/5th page

      (3) 1/4 page

      (4) 1/2 page

      (5) full page

For the purposes of this paragraph 8, the lowest price shall not include any introductory rate or any special rate for advertisers who contract to purchase at least one half page of advertising in each newspaper edition for at least 90 days.

9. All bidders shall furnish a verified circulation audit completed within the last twelve (12) months.

10. All bidders shall furnish a certificate of adjudication.

11. All bidders shall include the bidder's deadline (day of week and time) for publication of notices/advertising.

12. The successful bidder shall provide one affidavit of publication within two weeks of each publication.

13. The successful bidder shall pick up the notice/advertising copy from City or accept fax or digital transmission of the copy from City, and **provide a proof prior to publication for City to review for accuracy**.

Bid No. 10-44

SECTION IV - BID FORM
(Must be completed by Vendor)

The undersigned proposes to furnish all materials, supplies, equipment or services set forth herein subject to all conditions outlined in the Bid Document, including the general instructions and information to bidders, in accordance with the schedule below:

SCHEDULE OF RATES

ITEM	ARTICLE	PRICE PER LEGAL SQUARE INCH
1.	For the typesetting as necessary, printing and publishing of Public Notices up to Page 5 of the first section of the newspaper (up front ads), using a bold face title. Such notice shall be two columns in width with heavy border	$ 11.10 (with digitally transmitted text) $ 11.10 (without digitally transmitted text) (Please also provide on a separate sheet, the price for display advertising in modular form, for at a minimum 1/8th page, 1/4 page, 1/2 page and one full page.)
2.	For the typesetting as necessary, printing and publishing of official advertising on pages dedicated to legal and classified advertising (legal/classified ads).	$ 8.90 (with digitally transmitted text) $ 11.35 (without digitally transmitted text)

3.	For the printing and publishing of display advertising on Pages 1 through 5 (up front ads) **as typeset by City**.	$ same as 1 (with digitally transmitted text)
		$ same as 1 (without digitally transmitted text)
		
		(Please also provide on a separate sheet, the price for display advertising in modular form, for at a minimum 1/8th page, 1/4 page, 1/2 page and one full page.)

	For the printing and publishing of display advertising on pages dedicated to legal and classified advertising **as typeset by City** (legal/classified ads).	$ same as 2 (with digitally transmitted text) $ same as 2 (without digitally transmitted text)

Bid No. 10-44

Please indicate whether the bidder would be willing to voluntarily agree to give City an option to extend its advertising agreement with the City on the same terms with an increase to pricing equivalent to any increase in the consumer price index

☒ Yes

☐ No

Based on the circulation audit:

Tier 1 – Number of publications distributed to Beverly Hills residents weekly: 18,200

Tier 2 – Number of publications distributed in Beverly Hills weekly: 27,200

Tier 3 – Number of publications distributed outside of Beverly Hills weekly: 12,800

PRICING

commercial (non-private party) (non residential real estate)

Vendor's rates shall not exceed the rates Vendor charges any other commercial advertiser (other than rates for advertising residential real estate) for the same size advertising in the same location, other than special introductory rates or special rates charged to advertisers who contract to purchase at least one half page of advertising in every edition of the newspaper for a duration of at least ninety (90) days. For those advertisements that require typesetting, Vendor's rates shall not exceed the rates Vendor charges any other advertiser for the same size advertising, in the same location, and typeset by the Vendor, other than special introductory rates or special rates charged to advertisers who contract to purchase at least one half page of advertising in every edition of the newspaper for a duration of at least ninety (90) days. Vendor shall submit with this bid and thereafter quarterly to City a certified rate sheet which sets forth the rates it charges for advertising. City shall have the right to audit Vendor's business records as provided in Section 12 of Attachment A.

commerci (non-pr private party) (non-residen tial real estate)

1. Deadline space reservations Wednesday Noon (day and time) for Publishing Fridays (day).

2. Payment Terms as set forth in Exhibit B-2 to Attachment A.

Exceptions or Deviations attached X YES ___ NO

Company Name Beverly Hills Courier Publishing Co., LLC Telephone (310) 277-1322

Address 8840 West Olympic Boulevard, Beverly Hills, CA 90211

Bid No. 10-44

Person submitting bid:

Clifton S. Smith, Jr.
Print Name

President & Publisher
Title

Signature

May 20, 2010
Date

ITEMS IN RESPONSE TO BID DETAILS/BID NO. 10-44

BID OF THE BEVERLY HILLS COURIER PUBLISHING CO., LLC

Section III - Detail Specifications

1. Agreed.

2. Agreed, subject to maximum space of one (1) full page unless otherwise capacity limit is waived by Courier. The Courier will not be subject to any damages of any sort for non-publication or in correct publication other than the obligation to reprint the ad as set forth in paragraph 4 of "Detail Specifications."

3. Agreed.

4. Agreed.

5. Agreed.

6. Agreed. Type fonts: serif = Times New Roman eight point; sans serif = Arial seven point. Please note that the California Government Code requires certain notices to be printed in eight point type regardless of type font used. Accordingly, if City requests sans serif for such adver tising, those ads would be set in eight point Arial.
See Exhibit 6, "Notice of Public Hearing.".

7. The required map is enclosed. Please note that the Thomas Bros. Guide does not gen erally identify grid numbers with street numbers. The Courier is distributed by zip codes which the Courier contends complies with the Bid Specifications because it is equivalent to the Thomas Bros. Guide grid coordinates. See Exhibit 7, "Map."

   The Courier attempts to distribute to all streets in Beverly Hills. However, on streets where there are few homes and some "do not deliver" residents, the distributor does not attempt to deliver there. The Courier mails copies to subscribers regardless of their location if a subscription is requested.

   If a resident telephones the Courier to request a copy, it is the policy of the Courier that its distributor deliver a copy without charge to that resident. If the residence is in a generally inaccessible area, the Courier encourages the resident to subscribe. Please note that this is policy but unfortunately is not always followed as promptly as we would prefer. Please note, also, that paid circulation daily newspapers face the same challenges.

8. Ad Rates Paid. The information requested is the confidential trade secret information of the Beverly Hills Courier Publishing Co, LLC, which will make all such information available for inspection at its offices during regular business hours upon reason able notice by the City of Beverly Hills. Any such inspection will be for the exclusive use of the City of Beverly Hills and the City of Beverly Hills agrees that it will not release, disclose, publish, reference, digest, summarize or otherwise disclose any such information without the express prior written permission of the Beverly Hills Courier Publishing Co., LLC.

9. Certified copy of judgement of Superior Court adjudicating the Beverly Hills Courier to be a newspaper of general circulation in the County of Los Angeles and for the City of Beverly Hills.

   Copy of judgment on file with City of Beverly Hills.

10. Deadline: Space reservation 12:00 noon; copy must be received by 5:00 pm every Wednesday. Space reservation may be via telephone.

11. Agreed.

12. Agreed.

May 20, 2010

BEVERLY HILLS COURIER PUBLISHING CO., LLC
A California Limited Liability Company

By: _____
President & Publisher

SECTION IV - BID FORM 10-44

Beverly Hills Courier

Item 1 - Display Rates (pp 1-3)

1/8 Page:	$310
1/5 Page:	$415
1/4 Page:	$520
1/2 Page:	$1,010
Full Page:	$1,798

Item 3 - Display Rates (pp 1-3)

1/8 Page:	$310
1/5 Page:	$415
1/4 Page:	$520
1/2 Page:	$1,010
Full Page:	$1,798

TAX

All bid proposals shall be exclusive of tax. City staff will compute all tax involved when applicable.

ACCEPTANCE OF PROPOSAL

The City reserves the right to accept or reject any and all bids and reserves the right to waive errors where such action best serves the interests of the City. The successful bidder may be required to acknowledge by written confirmation that the minimum requirements of the specifications are included in the bidder's proposal before the award of the bid.

The City will evaluate each bid with regard to price and with regard to the extent of distribution within the City, including, without limitation, the overall delivery area of the newspaper.

EXCEPTIONS

Any bidder's exceptions to these terms or conditions or deviations from the written specifications shall be shown in writing and attached to bid form. However, such exceptions or deviations may result in bid rejection.

INSURANCE

(1) **Commercial general liability** coverage at least as broad as Insurance Services Office Commercial General Liability occurrence coverage ("occurrence" form CG0001, Ed. 11/85) with a limit of not less than $2,000,000 (Two Million Dollars) per occurrence. If the insurance includes a general aggregate limit, that limit shall apply separately to this contract or it shall be at least twice the required per occurrence limit.

(2) **Media Liability Coverage** that includes errors and omissions coverage for public notices with a limit of not less than $1,000,000 (One Million Dollars) per occurrence.

(3) **Business automobile liability** insurance at least as broad as Insurance Services Office form CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 "any auto" and endorsement CA 0029 (Ed. 12/88) with a limit not less than $1,000,000 (One Million Dollars) per accident.

(4) **Workers Compensation** Insurance as required by the State of California.

All insurance coverages shall be provided by insurers with a rating of B+; VII or better in the most recent edition of Best's Key Rating Guide, Property-Casualty Edition.

Work shall not commence until certificates of insurance have been approved and an agreement executed.

Please use the official City of Beverly Hills certificate of insurance form (Exhibit C – attached). If you use another form, the following requirements must be met to make the certificates acceptable to the City:

1	name the City of Beverly Hills as additional insured for both GENERAL liability and AUTO liability;
2	have at least thirty (30) days written notice of cancellation; and

All certificates of insurance must remain current until the agreement expires or is sooner cancelled.

AFTER THE ACCEPTANCE AND AWARD OF THE BID BY THE CITY COUNCIL, THE SUCCESSFUL BIDDER SHALL BE REQUIRED TO EXECUTE AN AGREEMENT IN THE FORM SET FORTH IN ATTACHMENT A.

Bid No. 10-44

If your response is **"NO BID"**, please explain below:

_____

_____

_____

_____

_____

_____

_____

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

BY: _____
Print Name

_____
Signature

_____
Title

_____
Date

PLEASE RETURN TO:

CITY OF BEVERLY HILLS
OFFICE OF THE CITY CLERK, ROOM 290
455 NORTH REXFORD DRIVE
BEVERLY HILLS, CA 90210

ATTACHMENT A

Bid No. _____

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND _____ TO PROVIDE ADVERTISING AND NOTICES

NAME OF VENDOR: _____

RESPONSIBLE PRINCIPAL OF VENDOR: _____

VENDOR'S ADDRESS: _____

_____

CITY'S ADDRESS:

City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Byron Pope
City Clerk

COMMENCEMENT DATE: _____

TERMINATION DATE: _____

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND _____ TO PROVIDE
ADVERTISING AND NOTICES

THIS AGREEMENT is made by and between the City of Beverly Hills, a municipal corporation (hereinafter called "CITY"), and _____, (hereinafter called "VENDOR").

RECITALS

A. CITY desires to have certain services provided (the "services") as set forth in Exhibit A, attached hereto and incorporated herein.

B. VENDOR represents that it is qualified and able to perform the services.

NOW, THEREFORE, the parties agree as follows:

Section 1. VENDOR's Services. VENDOR shall perform the services as described in Exhibit A to the full satisfaction of CITY.

Section 2. Time of Performance. VENDOR shall perform the services until the Termination Date set forth above.

Section 3. Compensation. CITY agrees to compensate VENDOR, and VENDOR agrees to accept in full satisfaction for the services required by this Agreement an amount not to exceed the Consideration set forth in Exhibit B-1. Said Consideration shall constitute reimbursement of VENDOR's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). CITY shall pay VENDOR said Consideration in accordance with the schedule of payment set forth in Exhibit B-2, attached hereto and incorporated herein.

Section 4. Independent Contractor. VENDOR is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of VENDOR or any of VENDOR's employees, except as herein set forth. VENDOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 5. Assignment. This Agreement may not be assigned in whole or in part by either party, without the prior written consent of CITY.

Section 6. VENDOR: Responsible Principal. The Responsible Principal set forth above shall be principally responsible for VENDOR's obligations under this Agreement and shall serve as principal liaison between CITY and VENDOR. Designation of another Responsible Principal by VENDOR shall not be made without the prior written consent of CITY.

Section 7. Personnel. VENDOR represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All personnel engaged in the work shall be qualified to perform such services.

Section 8. Insurance.

(a) VENDOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Commercial General Liability Insurance, with minimum limits of Two Million Dollars ($2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by VENDOR.

(b) VENDOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Media Liability Coverage that includes errors and omissions coverage for public notices, with minimum limits of One Million Dollars ($1,000,000) for each occurrence.

(c) VENDOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect Business Automobile Liability Insurance at least as broad as Insurance Services office form CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 "any auto" and endorsement CA 0029 (Ed. 12/88) with a limit not less than $1,000,000 (One Million Dollars) per accident.

(d) VENDOR agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation and employer's liability insurance as required by law.

(e) VENDOR shall require each of its sub-consultants or sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(f) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(g) VENDOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at VENDOR's expense, the premium thereon.

(h) At all times during the term of this Agreement, VENDOR shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. VENDOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The policies of insurance required by this Agreement shall contain an endorsement naming the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(i) The insurance provided by VENDOR shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(j) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, VENDOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or VENDOR shall procure a bond guaranteeing payment of losses and expenses.

Section 9. Indemnification. VENDOR agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any claim of intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of VENDOR or any person employed by VENDOR in the performance of this Agreement.

Section 10. Termination.

(a) CITY may cancel this Agreement at any time upon five (5) days written notice to VENDOR. VENDOR agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY under paragraph (a), due to no fault or failure of performance by VENDOR, VENDOR shall be paid full compensation for all services performed by VENDOR, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, VENDOR shall be paid for the services performed prior to the effective date of termination or cancellation based on the rates set forth in Exhibit B-1, provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid VENDOR for the full performance of the services required by this Agreement.

Section 11. Notice. Any notice required to be given to VENDOR shall be deemed duly and properly given upon delivery, if sent to VENDOR postage prepaid to the VENDOR's address set forth above or personally delivered to VENDOR at such address or other address specified to CITY in writing by VENDOR.

Any notice required to be given to CITY shall be deemed duly and properly given upon delivery, if sent to CITY postage prepaid to CITY's address set forth above or personally delivered to CITY at such address or other address specified to VENDOR in writing by CITY.

Section 12. Records Audit. VENDOR shall keep and maintain full and accurate records with respect to all matters governed by this Agreement, including but not limited to (1) the rates paid by CITY under this Agreement, and (2) the distribution, delivery and circulation of _____. CITY or its representative, including a third party auditor, shall be entitled to full access, without charge, during normal business hours to all records of VENDOR as deemed appropriate by CITY to determine compliance with this Agreement and shall have the right to examine, inspect and audit the same and to make transcripts or copies therefrom. If CITY or its representative determines that the rates paid by the CITY for advertising exceed the rates paid by any other advertiser of VENDOR for the same advertising

other than special introductory rates or special rates offered to advertisers who contract to purchase at least one half page in every edition of the newspaper for at least ninety (90) days, VENDOR shall promptly reimburse CITY for all fees paid in excess of those required by this Agreement. In addition, VENDOR shall reimburse CITY for all costs and expenses incurred by CITY in connection with such audit.

Section 13. Circulation. VENDOR shall, at all times during the term of this Agreement publish [insert name of newspaper] and circulate such publication, free of charge, weekly on its regular date of publication to the areas described in its bid proposal and shown in Exhibit D. Failure to comply with this section shall be a material breach of this Agreement.

Section 14. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and VENDOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and VENDOR.

Section 15. Attorney's Fees. In the event that CITY or VENDOR commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees.

Section 16. Governing Law. The interpretation and implementation of this Agreement shall be governed by the law of the State of California.

Section 17. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the _____ day of _____, 20___, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

_____
JIMMY DELSHAD
Mayor of the City of Beverly Hills, California

ATTEST:

_____
BYRON POPE
City Clerk

VENDOR:

_____
Name:
Title:

_____
Name:
Title

APPROVED AS TO FORM:

_____
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

_____
BYRON POPE
City Clerk

_____
KARL KIRKMAN
Risk Manager

EXHIBIT A

Scope of Services

VENDOR shall, at CITY's written request, perform the following services to the satisfaction of CITY:

Print and publish, on a non-exclusive basis, correctly and in a first-class manner in _____, a newspaper that has been adjudicated as a newspaper of general circulation as defined in Section 6008 of the Government Code, for the City of Beverly Hills, **all advertising including legal advertising, and any other notices or advertising of whatever kind or nature that may be requested in writing by an officer, board, commission or department of the City of Beverly Hills**, to be printed pursuant to the terms of this bid, and furnish proof of such publication.

All advertisements to be published under this Agreement shall be inserted in every edition of _____ issued upon the day of publication, and not in any supplement thereof, and shall be published for the number of days directed in writing by the officer requiring such publication and no more. If specified by CITY in writing, up to one full page of Public Notices shall be inserted within pages 2 through 5 of the front section of _____ (up front ads). If City requests more than one page of up front ads, in any single edition of _____, one page of up front ads shall be inserted on pages two through five of the first section of that edition and any up front ad in excess of one page shall be inserted within the first seven pages of the first section of that edition. If _____ is published on more than one day per week, then advertisements shall be placed on the publication date requested by the CITY.

Unless CITY specifies a different font style and font size, VENDOR shall publish CITY's legal notices and advertising in the following font style and size : (as stated in bid).

VENDOR shall be required during the term of the Agreement to deliver free of charge fifty (50) copies of each issue of _____ to the City Clerk's office.

Written copy furnished by CITY for publication shall not be photocopied and published in "as is" condition unless expressly authorized by CITY. All such written copy shall be typeset as required by CITY. CITY may also provide VENDOR with camera-ready copy.

In the event VENDOR fails to publish an advertisement or notice, or publishes improperly, VENDOR shall, at the election of CITY, republish the advertisement or notice on the next available publication date at no charge to CITY or shall not charge CITY for the improperly published advertisement.

Prior to the commencement of services under this Agreement and again on request by CITY, VENDOR shall submit evidence satisfactory to the City of its newspaper delivery area within the City of Beverly Hills and its certificate of adjudication. Evidence of its newspaper delivery area shall indicate where newspapers are delivered without charge in the City and where newspapers are only delivered pursuant to a paid subscription and where newspapers are not delivered in City, and the approximate number of residences in the City to which the newspaper is delivered.

BID NO. 09-40

Title: LEGAL ADVERTISING

VENDOR's deadline for publication of notices/advertising shall be _____ at ___ p.m. Pacific Time for publishing on _____.

VENDOR shall provide one affidavit of publication within two weeks of each publication.

VENDOR shall pick up the notice/advertising copy from CITY or accept fax or digital transmission of the copy from CITY, and provide a proof prior to publication for City to review for accuracy.

EXHIBIT B-1

Schedule of Rates

ITEM	ARTICLE	PRICE PER LEGAL SQUARE INCH*	PRICE PER COLUMN INCH
1.	For the typesetting as necessary, printing and publishing of Public Notices up to Page 5 of the first section of the newspaper (up front ads), using a bold face title. Such notice shall be two columns in width with heavy border	$_____ (with digitally transmitted text) $_____ (without digitally transmitted text)	$_____ (with digitally transmitted text) $_____ (without digitally transmitted text)
		(Please also provide on a separate sheet, the price for display advertising in modular form, for at a minimum 1/8th page, 1/4 page, 1/2 page and one full page.)	
2.	For the typesetting as necessary, printing and publishing of official advertising on pages dedicated to legal and classified advertising (legal/classified ads).	$_____ (with digitally transmitted text) $_____ (without digitally transmitted text)	$_____ (with digitally transmitted text) $_____ (without digitally transmitted text)
3.	For the printing and publishing of display advertising on Pages 1 through 5 (up front ads) **as typeset by City**.	$_____ (with digitally transmitted text) $_____ (without digitally transmitted text)	$_____ (with digitally transmitted text) $_____ (without digitally transmitted text)
		(Please also provide on a separate sheet, the price for display advertising in modular form, for at a minimum 1/8th page, 1/4 page, 1/2 page and one full page.)	
	For the printing and publishing of display advertising on pages dedicated to legal and classified advertising **as typeset by City** (legal/classified ads).	$_____ (with digitally transmitted text) $_____ (without digitally transmitted text)	$_____ (with digitally transmitted text) $_____ (without digitally transmitted text)

VENDOR's rates shall not exceed the rates VENDOR charges any other commercial advertiser (other than rates for advertising residential real estate) for the same advertising, in the same location, other than special introductory rates or special rates charged to advertisers who contract to purchase at least one half page of advertising in every edition of _____ for a duration of at least ninety days. For those advertisements requiring typesetting, VENDOR's rates shall not exceed the rates VENDOR charges for any other advertiser for the same size advertising, in the same location, and typeset by VENDOR, other than special introductory rates or special rates charged to advertisers who contract to purchase at least one half page of advertising in every edition of _____ for a duration of at least ninety days. VENDOR shall submit to CITY upon execution of this Agreement and quarterly thereafter, a certified rate sheet which sets forth the rates it charges for advertising. CITY shall have the right to audit VENDOR's business records as provided in Section 12 of this Agreement.

EXHIBIT B-2

Schedule of Payment

Within 30 days after the end of each month, VENDOR shall submit to CITY an itemized statement which shall set forth in detail a description of the services performed during that month. VENDOR shall also submit one affidavit of publication for each advertisement placed in _____. CITY shall pay VENDOR the amount of such billing within thirty (30) days of receipt of the itemized statement and affidavits of publication.

EXHIBIT C

CERTIFICATE OF INSURANCE

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED (CONTRACTOR)
COVERAGE

ADDRESS:

COMPANIES AFFORDING

A.
B.
C.

POLICY NUMBER	COMPANY (A. B. C.)	COVERAGE		EXPIR. DATE	LIMITS B.I.	P.D.	AGGREGATE
		AUTOMOBILE LIABILITY	[ ]				
		GENERAL LIABILITY	[ ]				
		PRODUCTS /COMPLETED OPERATIONS	[ ]				
		BLANKET CONTRACTUAL CONTRACTOR'S PROTECTIVE	[ ]				
		PERSONAL INJURY	[ ]				
		OTHER	[ ]				
		EXCESS LIABILITY	[ ]				
		WORKERS' COMPENSATION	[ ]				

It is hereby understood and agreed that the **City of Beverly Hills**, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is hereby understood and agreed that the **City of Beverly Hills**, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the **City of Beverly Hills** and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer of employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the **City of Beverly Hills**.

In the event of cancellation or material change in the above coverage, the company will give 30 days written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: _____

AGENCY: _____

_____

BY: _____
Authorized Insurance Representative

TITLE: _____

ADDRESS: _____

EXHIBIT D

CIRCULATION AREA

ATTACHMENT B

EXHIBIT A

City Clerk's Office

NOTICE OF PUBLIC HEARING

The City Council of the City of Beverly Hills at its adjourned regular meeting to be held on ***Wednesday, May 13, 2009, at 7:00 p.m.***, in the Council Chambers of the City Hall, 455 N. Rexford Drive, Beverly Hills, CA 90210, will hold a public hearing to consider:

A RESOLUTION OF THE COUNCIL OF THE CITY OF BEVERLY HILLS DECLARING AND IMPLEMENTING WATER CONSERVATION "STAGE B"

Pursuant to the City's Emergency Water Conservation Plan Ordinance set forth in Section 9-4-301et. seq. of the City's Municipal Code, the City Council may declare and implement water conversation stages upon recommendation by City staff. This resolution will declare and implement Stage B water conservation requirements as set forth in Section 9-4-304 of the Beverly Hills Municipal Code.

All interested persons are invited to attend and speak on this matter. Written comments are also invited and should be addressed to the City Council, c/o City Clerk, 455 N. Rexford Drive, Room 290, Beverly Hills, CA 90210; and should be received prior to the City Council Meeting

Please remember, if you challenge the City Council's action in court, you may be limited to raising only those issues you or someone else raised at the hearing before the City Council or in written correspondence delivered to the City, either at or prior to the public hearing.

BYRON POPE, CMC
City Clerk

EXHIBIT B

ORDINANCE NO. 08-O-2544

AN ORDINANCE OF THE CITY OF BEVERLY HILLS ADJUSTING THE TIME FOR REGULAR MEETINGS OF THE CITY COUNCIL AND AMENDING THE BEVERLY HILLS MUNICIPAL CODE

THE CITY COUNCIL OF THE CITY OF BEVERLY HILLS HEREBY ORDAINS AS FOLLOWS:

Section 1. Section 2-1-1 of Chapter 1 of Title 2 of the Beverly Hills Municipal Code is hereby amended to read as follows:

"2-1-1: MEETINGS:

A. Formal Meetings: The council shall hold formal meetings in the council chamber of the city hall on the first and third Tuesday of each month at seven (7:00) p.m. and on such other days, at such other times, and at such other places as may be designated in an order for a special meeting. When the day for any formal meeting of the council falls on a legal holiday, the meeting shall not be held on such holiday but shall be held at the same hour on the next succeeding Tuesday thereafter.

B. Study Sessions: The council shall hold study sessions in the council chamber of the city hall, 455 North Rexford Drive, Beverly Hills, California, on the first and third Tuesday of each month at two-thirty (2:30) p.m. and on such other days, at such other times, and at such other places as may be designated in an order for a special meeting. When the day for any study session of the council falls on a legal holiday, the meeting shall not be held on such holiday but shall be held at the same hour on the next succeeding Tuesday thereafter. The study session shall be a regular meeting of the City Council for all purposes."

Section 2. Effective Date. This Ordinance shall go into effect and be in full force and effect at 12:01 a.m. on the thirty-first (31st) day after its passage.

Adopted: February 5, 2008
Effective: March 7, 2008

_____
JIMMY DELSHAD
Mayor of the City of Beverly Hills, California

ATTEST:

_____ (SEAL)
BYRON POPE
City Clerk

APPROVED AS TO FORM:

_____
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

_____
RODERICK J. WOOD
City Manager

EXHIBIT C

NOTICE TO BIDDERS

Drilling and Testing of

A TEST HOLE

For the City of
BEVERLY HILLS

Within the City of
WEST HOLLYWOOD, CALIFORNIA

BIDS - Sealed Proposals for test hole drilling for the City of Beverly Hills at the Robertson Corporate Yard, 621 North Robertson, located within the City of West Hollywood, will be received up to the hour of **2:00 p.m., on November 25, 2008** at the office of the City Clerk of the City of Beverly Hills, located in Room 190 of City Hall at 455 North Rexford Drive, Beverly Hills, California. Bids will be publicly opened at 2:00 p.m. on the above-mentioned date in the office of the City Clerk of said City Hall.

SITE WALK - The City will sponsor a mandatory pre-bid site walk at the site, 621 North Robertson Blvd on **November 13, 2008 at 1:30 p.m**. Bidders will be able to observe site conditions at that time that could potentially affect their bids.

SCOPE OF THE WORK - The work to be done shall consist of furnishing all the required labor, materials, equipment, parts, implements and supplies necessary for, or appurtenant to the drilling and testing of a test hole in accordance with the Technical Specifications prepared for this project.

In general terms, the contract work for this project shall consist of the following items of work in accordance with the Technical Specifications:

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION
1.	1	Lump Sum	Mobilize a direct mud rotary drill rig to the site, including all pertinent equipment as specified.
2.	400	Lineal Foot	Install and maintain sound barrier walls.
3.	50	Lineal Foot	Install a 16-inch outside diameter conductor casing to a depth of 50 ft.
4.	800	Lineal Foot	Drill a test hole with a 12-inch diameter (minimum) drill bit to a depth of 850 ft bgs.
5.	1	Lump Sum	Perform a suite of downhole geophysical surveys.
6A.	5	Zone	Construct and develop five isolated aquifer test zones

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION
6B.	5	Zone	Install a submersible test pump in each isolated aquifer test zone, sample groundwater, and transport and analyze samples for specified constituents.
7A.	100.000	Gallon	Temporarily store in above ground storage tanks, manifest and haul offsite test water from isolated aquifer zone testing.
7B.	10	Truck	Provide vacuum trucks to transport and dispose of drilling muds.
7C.	6	Truck	Provide dump trucks to transport and dispose of drill cuttings.
8.	12	Hour	Standby time for drill rig.
9.	850	Lineal Foot	Destruction of upper 200 ft of borehole in accordance with DWR and Los Angeles County Department of Health Services guidelines.

Copies of the Plans, Specifications and Proposal Form may be inspected and obtained at the office of the City Engineer located at 345 Foothill Road Beverly Hills, California. There is no charge or deposit required for this material; therefore, they are not to be returned to the City for refund. Each bidder shall furnish the City the name, address, and telephone number of the firm requesting specifications.

References in the project specifications to specific sections of the Standard Specifications refer to the book of "Standard Specifications for Public Works Construction", 2003 Edition, written by a Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and Southern California District of the Associated General Contractors of California. Contractors wishing to obtain this book may purchase copies directly from the publisher, Building News, Inc., 1612 South Clementine Street, Anaheim, California, 92802; (800) 873-6397.

LIQUIDATED DAMAGES - There will be a One Thousand Dollar ($1,000) assessment for each calendar day that work remains incomplete beyond the time stated in the Proposal Form. Refer to the Proposal Form for specific details.

PREVAILING WAGES - In accordance with the provisions of Section 1770 et seq, of the Labor Code, the Director of Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done.

The Contractor will be required to pay to all workers employed on the project sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code, Part 7, Chapter I, Article 2, Sections 1770, 1773, 1773.I."

A copy of said documents is on file and may be inspected in the office of the City Engineer located at 345 Foothill Road, Beverly Hills, California 90210.

Attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him.

The Contractor and any subcontractor under him shall comply with the requirements of said sections in the employment of apprentices.

Information relative to apprenticeship standards and administration of the apprenticeship program may be obtained from the Director of Industrial Relations, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

PAYROLL RECORDS - The Contractor's attention is directed to Section 1776 of the Labor Code, relating to accurate payroll records, which imposes responsibility upon the Contractor for the maintenance, certification, and availability for inspection of such records for all persons employed by the Contractor or by the Subcontractors in connection with the project. The Contractor shall agree through the Contract to comply with this section and the remaining provisions of the Labor Code.

INSURANCE AND BOND REQUIREMENTS - The Contractor shall provide insurance in accordance with Section 3-13 of the City of Beverly Hills, Public Works Department, Standard Contractual Requirements, included as part of these Specifications. All subcontractors listed shall attach copies of the Certificate of Insurance naming the Contractor as the additional insured as part of their insurance policy coverage. In addition, the Contractor shall guarantee all work against defective workmanship and materials furnished by the Contractor for a period of one (1) year from the date the work was completed in accordance with Section 2-11 of the Standard Contractual Requirements. The Contractor's sureties for the "Performance Bond" shall be liable for any work that the Contractor fails to replace within a specified time.

GENERAL INSTRUCTIONS - Bids must be submitted on the Proposal Form prepared for this project and shall be delivered at the office of the City Clerk within a sealed envelope supplied by the City and marked on the outside as follows: "PROPOSAL FOR DRILLING AND TESTING OF A TEST HOLE AT CITY OF BEVERLY HILLS ROBERTSON YARD."

THE CITY RESERVES THE RIGHT TO REJECT ANY BID OR ALL THE BIDS AND TO WAIVE ANY INFORMALITY OR IRREGULARITY IN ANY BID, BUT IF THE BIDS ARE ACCEPTED, THE CONTRACT FOR THE IMPROVEMENT WILL BE LET TO THE LOWEST RESPONSIBLE BIDDER FOR THE PROJECT EITHER AS A WHOLE.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

04/22/2010

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
Lyddy Martin Company - License #OC36891 310-478-2625 11300 West Olympic Blvd. Suite 910 Los Angeles CA 90064	
INSURED BEVERLY HILLS COURIER PUBLISHING CO., LLC 8840 W. Olympic Blvd Beverly Hills CA 90211	

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Casualty Insurance Company	
INSURER B: Everest National Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	72SBAAE3118	04/26/10	04/26/11	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	72SBAAE3118	04/26/10	04/26/11	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	7600002989091	07/29/2009	07/29/2010	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate Holder is named as Additional Insured

*Except 10 day notice for non-payment of premium

CERTIFICATE HOLDER	CANCELLATION
City of Beverly Hills Office of the City Clerk 455 N Rexford Drive Beverly Hills, CA 90210-4817 Fax 310-385-0862	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <RL>

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CIRCULATION VERIFICATION COUNCIL

OUR DATA SPEAKS VOLUMES

CIRCULATION AUDIT REPORT

Audit Period: April 1, 2009 – March 31, 2010

Beverly Hills Courier

8840 W Olympic Blvd
Beverly Hills, CA 90211
(310) 278-1322 EMAIL: mhobbsdesignmag@bhcourier.com
(310) 271-5118 FAX www.bhcourier.com

1. Publication Information

Average Net Circulation:	39,862 (Print Edition) / 6,358 (Digital Edition)
Number of Editions:	One
Format / Average Page Count:	Tabloid / 40 Pages
Circulation Cycle:	Weekly
Circulation Day / Time:	Friday / by 3 PM
Ownership:	Beverly Hills Courier Publishing Co., LLC
Year Established:	1965
Publication Type:	Community Newspaper
Content:	52% Advertising / 48% Editorial
Circulation Paid/Unpaid:	100% Unpaid / 0% Paid / 0% Sponsored
Primary Delivery Methods:	75% Home Delivery / 1% Mail / 24% Controlled Bulk
Insert Zoning Available:	Yes – Contact Publisher
CVC Member Number:	01-0989
DMA/MSA:	Los Angeles, CA / Los Angeles--Riverside--Orange County, CA
Audit Funded By:	Publisher

2. Rate Card and Mechanical Data

Rate Card Effective Date:	January 1, 2010	
Mechanical Data:	Five (5) columns x 14-inch column depth	
	Full page: 10" wide X 14" depth.	
Open Rate:	Local:	$3,080.00 Full Page - $396.00 1/8th Page
	National:	$3,623.53 Full Page - $465.89 1/8th Page (Gross)
		4-color premium - $558.83 (Gross)
Insert Open Rate:	$80.00 per thousand	
Classified Rate:	$52.00 per column inch	

Volume, frequency, contract, color, and other rates may be available from the publisher.

3. Contact Information

Publisher:	Clifton Smith	EMAIL: publisher@bhcourier.com
Advertising:	Rod Pingul	EMAIL: rpingul@bhcourier.com
Circulation:	Marcia Hobbs	EMAIL: mhobbsdesignmag@bhcourier.com

4. Circulation Pricing

Beverly Hills Courier is a controlled circulation weekly with a cover price of $1.25. Annual mail subscription rate: Not Available – Online subscriptions available at an annual rate of $24.00.

CIRCULATION VERIFICATION COUNCIL

OUR DATA SPEAKS VOLUMES

5. Audited Circulation, Distribution and Net Press Averages - Print Edition

CVC Account Number: 01-0989		Beverly Hills Courier Beverly Hills, CA
Audit Period Summary		
Average Net Circulation	**(5-H)**	**39,862**
Average Gross Distribution	(5-F)	39,862
Average Net Press Run	(5-A)	40,000
Audit Period Detail		
A. Average Net Press Run		40,000
B. Office / File		138
C. Controlled Distribution		
1. Home Delivery		30,000
2. Controlled Bulk Delivery / Demand Distribution		9,144
3. Mail		431
4. Restock & Office Service		287
5. Other:		0
TOTAL AVERAGE CONTROLLED DISTRIBUTION		39,862
D. Paid Distribution		
1. Home Delivery		0
2. Single Copy		0
3. Mail		0
4. Restock & Office Service		0
5. Other:		0
TOTAL AVERAGE PAID DISTRIBUTION		0
E. Sponsored / Voluntary Paid Distribution		
1. Home Delivery		0
2. Single Copy		0
3. Mail		0
4. Restock & Office Service		0
5. Other:		0
TOTAL AVERAGE SPONSORED DISTRIBUTION		0
F. Average Gross Distribution		39,862
G. Unclaimed / Returns		(0)*
H. Average Net Circulation		**39,862**

6A. Audited Average Website Reporting - www.bhcourier.com

	Monthly Audit Period Average
Website Unique Visitors	21,845
Website Page Views	353,306

6B. Audited Online Edition Reporting

	Monthly Audit Period Average
Unique Digital Edition Visitors	6,358
Digital Edition Page Views	Not Reported

7. Explanatory

PARAGRAPH FIVE

AUDIT PERIOD SUMMARY

AVERAGE NET CIRCULATION: See audit period detail (H).

AVERAGE GROSS DISTRIBUTION: See audit period detail (F).

NET PRESS RUN: See audit period detail (A).

AUDIT PERIOD DETAIL

A. 1. NET PRESS RUN: Average net press run during the audit period indicated. The net press run average does not include press waste, or start-up copies.

B. 1. OFFICE / FILE: Undistributed editions maintained by the publisher for office purposes. Office / File editions do not qualify as controlled, paid, or sponsored distribution.

C. CONTROLLED DISTRIBUTION (NON-PAID): Editions distributed by the publisher free of charge.

1. HOME DELIVERY: Editions delivered by private carrier to single family residences, and/or multi- family residences, and/or businesses.

2. CONTROLLED BULK / DEMAND DISTRIBUTION: Editions distributed to newsracks, newsstands, and/or area retail businesses and available to individual readers. Subject to paragraph 5E returns.

3. MAIL: Editions delivered by United States Postal Service mail to single family residences, and/or multi-family residences, and/or businesses.

4. RESTOCK / OFFICE SERVICE: Editions maintained and distributed by the publisher for restock of newsracks, newsstands, area retail businesses, office deliveries, and advertising purposes during the edition cycle. Subject to paragraph 5E returns.

5. OTHER:

D. PAID DISTRIBUTION: Editions distributed by the publisher through paid subscription or other monetary exchange with individual readers.

1. HOME DELIVERY: Editions distributed by private carrier to paid subscribers in single family residences, and/or multi family residences, and/or businesses.

2. SINGLE COPY: Editions distributed to newsracks, newsstands, and/or area retail businesses and available to individual readers. Subject to paragraph 5E returns.

3. MAIL: Editions delivered by United States Postal Service mail to paid subscribers in single family residences, and/or multi-family residences, and/or businesses.

4. RESTOCK / OFFICE SERVICE: Editions maintained and distributed by the publisher for restock of newsracks, newsstands, area retail businesses, office deliveries, and advertising purposes during the edition cycle. Subject to paragraph 5E returns.

5. OTHER:

E. SPONSORED / VOLUNTARY PAID DISTRIBUTION: Editions distributed by the publisher that are sponsored by a third party monetary exchange.

1. HOME DELIVERY: Editions delivered by private carrier to sponsored subscribers in single family residences, and/or multi-family residences, and/or businesses.

2. SINGLE COPY: Editions distributed to newsracks, newsstands, and/or area retail businesses and available to individual readers on a voluntary pay basis. Subject to paragraph 5E returns.

3. MAIL: Editions delivered by United States Postal Service mail to sponsored subscribers in single family residences, and/or multi-family residences, and/or businesses.

4. RESTOCK / OFFICE SERVICE: Editions maintained and distributed by the publisher for restock of voluntary or sponsored newsracks, newsstands, area retail businesses, office deliveries, and advertising purposes during the edition cycle. Subject to paragraph 5E returns.

5. OTHER:

F. 1. AVERAGE GROSS DISTRIBUTION: Average gross distribution for the audit period indicated. (Total of controlled distribution (A), paid distribution (B), and sponsored distribution (C)).

G. 1. UNCLAIMED / RETURNS: Distributed editions returned to the publisher unsold and/or unclaimed during the edition cycle *(See paragraph 12 for CVC return/unclaimed confirmation / estimates.)

H. 1. AVERAGE NET CIRCULATION: Average net circulation for the audit period indicated. (Total of controlled distribution (C), paid distribution (D), and sponsored distribution (E) minus unclaimed / return (G)).

PARAGRAPH SIX (A)

UNIQUE VISITORS: A unique visitor to a website where the user registers or where the user is identified or marked by a cookie, IP address, or other ID that is attached to the browser within the defined cycle. Limitations apply to the measurement of unique visitors. Please see CVC Rules & Regulations for further information.

PAGE VIEWS: The transmittal of a full page contained within the website to the user's browser.

PARAGRAPH SIX (B)

UNIQUE DIGITAL EDITION VISITORS: Unique visitors to a digital edition publication where the user registers or where the user is identified or marked by a cookie, IP address, or other ID, within a defined time period (i.e. day, week or month). A unique visitor counts once within the timescale. A visitor can make multiple visits. Limitations apply to the measurement of unique visitors. Please see CVC Rules & Regulations for further information.

DIGITAL EDITION PAGE VIEWS: Requests for files whose types are defined as pages; transmittals of full pages contained within the digital edition publication to the user's browser. Several page views are expected to be logged per Visit/Session.

CIRCULATION VERIFICATION COUNCIL
OUR DATA SPEAKS VOLUMES

CIRCULATION VERIFICATION COUNCIL

THIS PAGE CONTAINS NO DATA

VERIFIED CVC DATA

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OUR DATA SPEAKS VOLUMES
CIRCULATION VERIFICATION COUNCIL

Beverly Hills Courier - Beverly Hills, CA - 01-0989 - Supplemental Readership Study

The Circulation Verification Council interviewed 337 readers in the primary market areas indicated in publication's CVC audit report. The purpose was to identify the number of residents who indicate they receive the publication on a regular basis, identify the number of residents who read or look through the publication, and gather readership study information useful for advertising purchase decisions. Market statistics estimates appearing in CVC reports are obtained from EASI Software. The population studied consisted of adults age 18 and over, living in households within the survey area. Within this area, each household and each adult within the household had a known (or "non-zero") probability of being selected for the sample. Interviews were conducted solely with pre-designated respondents and no substitutions were permitted. The verification and readership study took place throughout the audit cycle between the hours of 5:30 PM and 8:30 PM and 10:00 AM and 2:00 PM. Initial interview attempts were spread evenly across all survey days (i.e., Tuesday through Saturday). A minimum of 250 completed interviews is required with no more than one interview per household. Interview Procedures: To ensure the highest degree of comparability and to facilitate the auditing process, a standard, consistent, specified list of interview questions was asked. Interviews were conducted by CVC with supervision, interview training, and monitoring capabilities. Interviews were conducted over a minimum period of four weeks to minimize the impact of weather and/or special events. Every effort was made to ensure that interviews were assigned randomly by day and that an approximately equal number of interviews were completed on each interviewing day. Where appropriate, data was balanced and/or weighted by ZIP code using up-to-date known demographics: gender, age, number of adults in household and ethnicity in those cases where one minority comprised no less than ten percent of the total population. Non-responses to any single question were eliminated from the survey. In all cases, at least six attempts were made to contact all pre-designated respondents. The telephone rang a minimum of six times each time a number was dialed before the attempt was classified as a "no answer." Each number was dialed at different times and, as necessary, on different days. Every effort was made to surmount language, cultural, behavioral and other barriers to a successful interview; and to the extent feasible, callbacks were scheduled on a random basis. At least one callback attempt per respondent was made on a weekend. During the interview process, no questions were asked prior to the publication readership question, with the exception of a qualifying question designed to determine the ZIP code of recipient residence; and a general warm-up call explanation designed to put the respondent at ease. Warm-up questions did not include any reference to the publication itself or the nature of the study. This study followed recommended guidelines developed in part from the Advertising Research Foundation (ARF) readership guidelines. Survey totals may not equal 100% due to rounding. The Circulation Verification Council estimates that all the information in this survey has a maximum error margin of +/-2.5 at the 95% confidence level. *291 Survey respondents were interviewed during the verification of home delivery and mail distribution. 46 Survey respondents reported reading a minimum of two of the last four issues through single copy, controlled bulk, or pass along distribution.

- **Average readers per edition during the audit period: 2.325***

*Readership estimates compiled from 2009 CVC circulation & readership study data.

1. Beverly Hills Courier is distributed regularly in your area. Do you regularly read or look through Beverly Hills Courier?

YES	337	Survey Respondents

2. Do you frequently purchase products or services from ads seen in Beverly Hills Courier?

YES	233	69.1%
NO	104	30.9%

3. How long do you keep Beverly Hills Courier before discarding it?

36%	1-2 Days
27%	3-4 Days
13%	5-6 Days
24%	1 Week or More

4. Please select the category that best describes your age.

Reader Demographics	Market Demographics	
02%	08%	18 - 20
09%	10%	21 - 24
21%	22%	25 - 34
19%	15%	35 - 44
21%	15%	45 - 54
13%	12%	55 - 64
10%	07%	65 - 74
05%	11%	75 years or older

5. Do you have a paid daily newspaper delivered to your home five, or more days a week?

32% YES / 68% NO

6. Reader Gender? (Voice recognition – Gender Bias Rotation)

44% Male Readers / 56% Female Readers

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7. What category best describes your combined annual household income for last year?

Reader Demographics	Market Demographics	
00%	17%	Under $25,000
02%	15%	$25,001 - $49,999
07%	12%	$50,000 - $74,999
10%	10%	$75,000 - $99,999
20%	13%	$100,000 - $149,999
14%	09%	$150,000 - $199,999
21%	10%	$200,000 - $499,999
14%	07%	$500,000 - $999,999
12%	07%	$1,000,000+

8. What is the highest level of education you have obtained?

Reader Demographics	Market Demographics	
01%	07%	Some High School or Less
06%	10%	Graduated High School
28%	22%	Some College
41%	38%	Graduated College
24%	28%	Completed Post Graduate

9. Which of the following products or services do you plan to purchase during the next twelve months?

(% = Positive respondents)

15%	New Automobile
09%	Used Automobile
19%	Antiques / Auctions
51%	Furniture / Home Furnishings
19%	Major Home Appliance
17%	Home Computers
41%	Home Improvements / Supplies
59%	Television / Electronics
19%	Carpet / Flooring
64%	Automobile Accessories (tires, brakes & service)
65%	Lawn & Garden
41%	Florist / Gift Shops
33%	Home Heating / Air Conditioning (service, new equipment)
71%	Vacations / Travel
03%	Real Estate
91%	Men's Apparel
94%	Women's Apparel
46%	Children's Apparel
01%	Boats / Personal Watercraft
22%	Art & Crafts Supplies
26%	Childcare
41%	Education / Classes
18%	Attorney
19%	Veterinarian
23%	Chiropractor
28%	Financial Planner (Retirement, Investing)
70%	Tax Advisor / Services
52%	Health Club / Exercise Class
64%	Cleaning Services (Carpet Cleaning, Air Duct Cleaning, Home Cleaning)
10%	Weight Loss
68%	Lawn Care Service (Maintenance & Landscaping)
46%	Legal Gambling Entertainment (Lottery, Casinos, Racetracks, Bingo)
79%	Pharmacist / Prescription Service
36%	Cellular Phone New/Update Service
93%	Dining & Entertainment
28%	Jewelry
11%	Wedding Supplies
59%	Athletic & Sports Equipment

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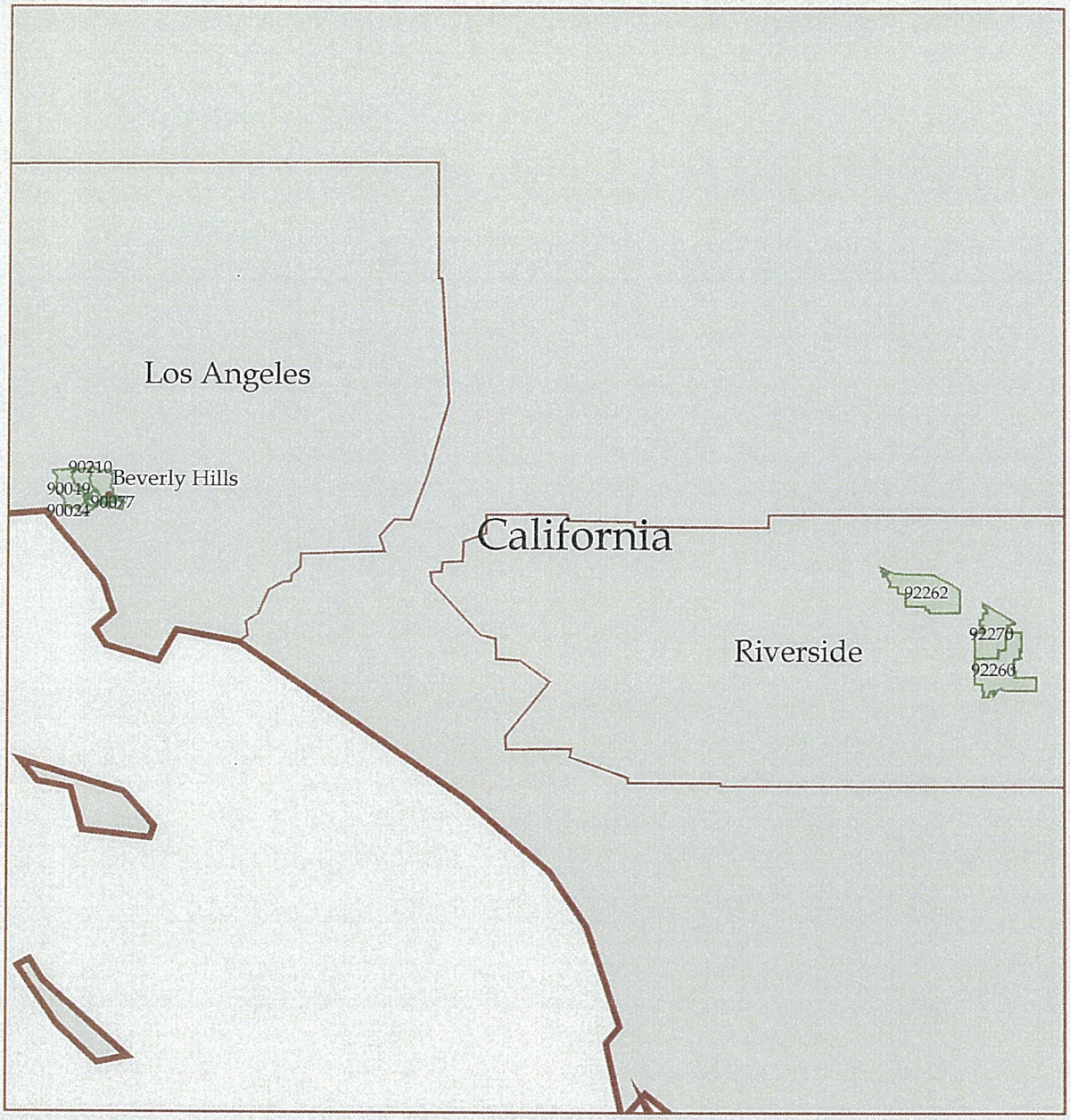
CIRCULATION VERIFICATION COUNCIL



Beverly Hills Courier
Beverly Hills, California
01-0989

Key to Features

- State Boundary
- County Boundary
- Zip Code Boundary

N

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8. Average Print Circulation History

YEAR	AUDIT SOURCE	Q1	Q2	Q3	Q4
01/01/10-12/31/10	CVC	39,950	-	-	-
01/01/09-12/31/09	CVC	39,715	39,715	39,950	39,950
01/01/08-12/31/08	CVC	39,950	39,715	39,715	39,715
01/01/07-12/31/07	CVC	39,950	39,950	39,950	39,950
07/01/06-12/31/06	CVC	-	-	39,900	39,900

9. Distribution by Zip Code (3/26/2010 Edition) Friday

ZIP CODE	CITY / AREA	COUNTY	HOME DELIVERY	CONTROLLED BULK	MAIL	OFFICE / RESTOCK	TOTAL
90024	Los Angeles	Los Angeles	3,500	0	0	0	3,500
90025	Los Angeles	Los Angeles	2,500	0	0	0	2,500
90035	Los Angeles	Los Angeles	800	0	0	0	800
90049	Los Angeles	Los Angeles	700	0	0	0	700
90067	Century City	Los Angeles	1,800	0	0	0	1,800
90077	Los Angeles	Los Angeles	2,500	0	0	0	2,500
90210	Beverly Hills	Los Angeles	8,000	4,800	0	0	12,800
90211	Beverly Hills	Los Angeles	4,000	1,200	0	425	5,625
90212	Beverly Hills	Los Angeles	6,200	1,000	0	0	7,200
92260	Palm Desert	Riverside	0	552	0	0	552
92262	Palm Springs	Riverside	0	1,472	0	0	1,472
92270	Rancho Mirage	Riverside	0	551	0	0	551
TOTAL			30,000	9,575	0	425	40,000

10. Distribution by County (3/26/2010 Edition) Friday

COUNTY	CITY / AREA	HOME DELIVERY	CONTROLLED BULK	MAIL	OFFICE / RESTOCK	TOTAL
Los Angeles	Beverly Hills Century City Los Angeles	30,000	7,000	0	425	37,425
Riverside	Palm Desert Palm Springs Rancho Mirage	0	2,575	0	0	2,575
TOTAL		30,000	9,575	0	425	40,000

11. Verification of Receivership & Readership

Controlled Home Delivery and Mail Distribution

The Circulation Verification Council interviewed residents in the primary market areas indicated in paragraph nine. The purpose was to identify the number of residents who indicate they receive the publication on a regular basis, and further identify the number of residents who read or look through the publication. The interviews took place throughout the audit period between the hours of 5:30 PM-8:30 PM and 10:00 AM-2:00 PM. All respondents identified themselves as 18 or older.

1. Beverly Hills Courier is distributed regularly in your area. Do you receive Beverly Hills Courier on a regular basis?

2. (If response to #1 was YES) Do you or someone in your household regularly read or look through Beverly Hills Courier?

CVC interviews indicate that a sufficient number of households indicated they receive Beverly Hills Courier on a regular basis to substantiate the publisher's distribution claims.

CVC interviews indicate that 291 of 357 or 81.5% indicate they regularly read or look through Beverly Hills Courier.

*Households reporting stop delivery requests were excluded from the survey.

The Circulation Verification Council estimates that all the information in this text box has a minimum accuracy level of +/-2.5%.

12. Verification of Distribution

Controlled Bulk / Demand Distribution

The Circulation Verification Council interviewed and/or visited controlled bulk/demand distribution locations chosen randomly from the publication's delivery list. The purpose was to identify the number of locations who indicate they receive the publication on a regular basis, and further verify the number of publications distributed at the beginning of the edition cycle, and the number of editions left unclaimed by readers at the end of the edition cycle.

CVC interviews indicate that 100% of reported controlled bulk drop locations indicated they received Beverly Hills Courier on a regular basis.

CVC interviews indicate that less than 1% of Beverly Hills Courier's controlled bulk distributed editions are returned to the publisher unclaimed after the edition cycle.

13. Paid Reporting Analysis

HOME DELIVERY	Basic Rates: N/A
	AVERAGE NUMBER OF SUBSCRIPTIONS
Full Basic Rate	0
Over 75% of basic rate	0
Over 50% of basic rate	0
Under 50% of basic rate	0
MAIL	Basic Rates: N/A – Now Available Online Only
	AVERAGE NUMBER OF SUBSCRIPTIONS
Full Basic Rate	0
Over 75% of basic rate	0
Over 50% of basic rate	0
Under 50% of basic rate	0
SINGLE COPY	COVER PRICE: $1.25
	AVERAGE WHOLESALE RATE: N/A
OTHER:	

14. Council Audit Statement

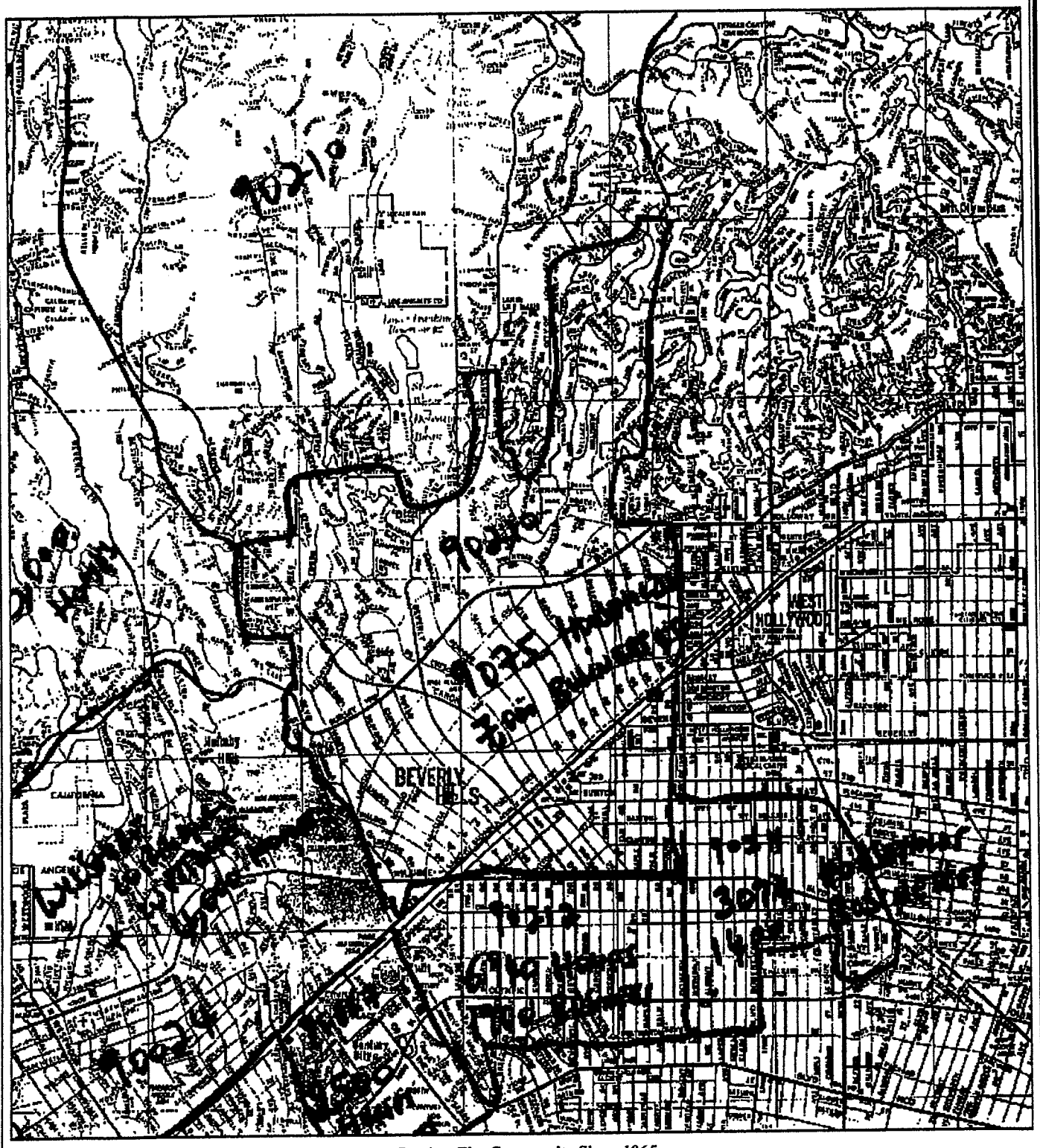
Circulation Verification Council (CVC) reviewed the printing, distribution, circulation, and general business records of this publication for the purpose of compiling this information. The review was completed using Council audit procedures considered necessary under the circumstances of the audit in compliance with CVC Rules and Requirements. In our opinion, this report fairly and accurately represents the publication's printing, distribution, and circulation for the period indicated.

CIRCULATION VERIFICATION COUNCIL
www.cvcaudit.com

The current status of this report expires June 30, 2011.

If this report is presented after June 30, 2011 please call the toll-free number listed below.

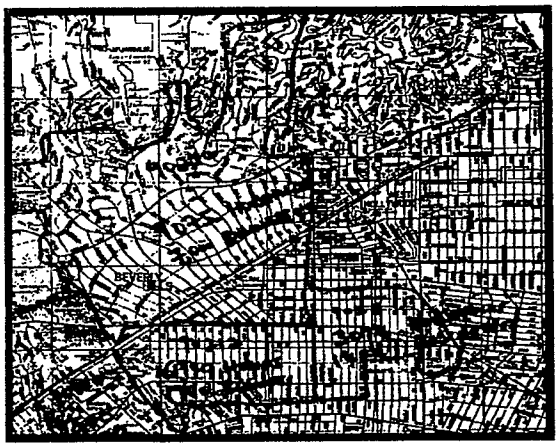
BEVERLY HILLS COURIER INSERT CIRCULATION



Serving The Community Since 1965

8840 West Olympic Boulevard, Beverly Hills, CA 90211 • (310) 278-1322 • Fax (310)271-5118 •E-Mail COURIERUSA@AOL.COM

BEVERLY HILLS COURIER INSERT CIRCULATION



The *Beverly Hills Courier* is distributed to every home, apartment, store and office in the city of Beverly Hills and its Business Triangle, a daytime population of 250,000 Door to door circulation of over 40,000.

In addition, *The Courier* is mailed or delivered to all homes north of Sunset boulevard, Trousdale Estates, Coldwater, Beverly Glen, Franklin and Benedict canyons, Bel Air, Brentwood, Holmby Hills, Westwood, Cheviot Hills, Beverly-wood and Century City stores and office buildings.

• INSERT RATES •

$50.00 per thousand
Minimum of five thousand, $250.00
Total 40,000 insert rate $2,000.00

All inserts should be boxed and delivered to *The Courier* no later than 5:00 pm. on Tuesdays to make the Friday publication.

Serving The Community Since 1965
8840 West Olympic Boulevard, Beverly Hills, CA 90211 • (310) 278-1322 • Fax (310)271-5118 •E-Mail COURIERUSA@AOL.COM

[illegible]

FILED

FEB 20 1975

[illegible]

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

[illegible]

[illegible] to have the [illegible] of the Beverly Hills [illegible] petition and notice of intention of petitioners [illegible] newspaper of general circulation was duly [illegible] pursuant to [illegible] of the Government Code in (a) the [illegible] (b) the Los Angeles Daily Journal [illegible]

newspaper of general circulation published in the same county as the petitioning newspaper, as directed by order of the Court; proof of such publication was duly made and the Court set the petition for hearing.

2. The Beverly Hills Courier is a newspaper published for the dissemination of local news and intelligence of a general character, which has a bona fide subscription list of paying subscribers and has been "established" and "published", as such terms are defined in §6008 of the Government Code, at regular weekly intervals in the City of Beverly Hills, in the Beverly Hills Unified School District in Los Angeles County, State of California, and in all other districts or judicial districts (including without limitation the Metropolitan Water District of Southern California) which include the City of Beverly Hills within each such district's respective jurisdiction, for at least three years preceding the date of the filing of the within petition.

3. The Beverly Hills Courier has a substantial distribution to paid subscribers in the City of Beverly Hills, the Beverly Hills Unified School District, Los Angeles County, State of California, and the other districts or judicial districts referred to in Paragraph 1 above.

4. The Beverly Hills Courier has maintained a minimum coverage of local news and intelligence of a general character of not less than twenty-five (25%) per cent of its total inches during each year of said three year period.

5. The Beverly Hills Courier has only one principal office of publication and that office is in the City of Beverly

Hills, in the Beverly Hills Unified School District, Los Angeles County, State of California, and in the other districts or judicial districts referred to in Paragraph 2 above.

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, that the Beverly Hills Courier is a newspaper of general circulation, as defined in §6000 of the Government Code, for the City of Beverly Hills, for the Beverly Hills Unified School District, for the County of Los Angeles, for the State of California and for all other districts or judicial districts (including without limitation the Metropolitan Water District of Southern California) which include the City of Beverly Hills within each such district's respective jurisdiction.

The Clerk is ordered to enter this judgment

DATED: FEB 21 1975

Judge of the Superior Court
PRO TEMPORE

Attachment 4

ATTACHMENT 4

Beverly Hills Weekly
ALSO ON THE WEB www.bhweekly.com
SERVING BEVERLY HILLS • BEVERLYWOOD • LOS ANGELES

RECEIVED
CITY OF BEVERLY HILLS
2010 MAY 20 P 2:03
CITY CLERK'S OFFICE

City Clerk Byron Pope
455 N Rexford Dr #290
Beverly Hills, CA 90210

May 20, 2010

Please find enclosed our bid package for 2010-2011.

Recognizing the very difficult financial conditions the city is facing, Beverly Hills Weekly is not requesting any increases in our advertising prices for this year. We are instead resubmitting our original 2009-2010 bid which was approved by the City Council in June 2009, and reducing our original display rate price, in recognition of the City Council's subsequent amendments.

As we're sure you know, our competitor's efforts last year to create a monopoly made the whole process very difficult for us. This went so far as to project a less-than-cost rate structure designed to drive us completely out of the bidding process.

Despite clear directions from the City Council, and a bid that was signed an approved by the City Council, some member or members of the city staff misread the process and for two months in the summer of 2009 we received NO advertising from the city. This created serious problems for our newspaper.

Following repeated protests, this was supposedly again resolved at the City Council study session on September 1, 2009, but the missing ads were never made up.

We are pleased to submit a totally new circulation audit as the City Council requested. The cost of this audit is $1825 which is significant, considering our own tight operating budget. (We should also point out an error on page five of the bid package regarding an audit being required every year, not every two years, which was what the City Council directed.)

In addition to the audit costs, the city requires bidders to provide various types of liability insurance at a cost in excess of $5000.

These expenses are being sustained at a time when the entire newspaper publishing industry is facing its most serious financial crisis with publications all over the state and nation ceasing publication or cutting pages and distribution.

140 South Beverly Drive, Suite 201
Beverly Hills, CA 90212
310.887.0788 • 310.887.0789 fax • www.bhweekly.com

Adjudicated as a newspaper of general circulation for Los Angeles County

As to the "three tiered" system for display advertising, this too has resulted in an unfair and unbalanced process. Some city staff members appear not to have followed or understood council direction and have not placed advertising in a fair manner between the two newspapers. It was never the intent of the council to allow anyone to discriminate for or against either publication and not to make marketing judgments independent of council direction.

As to "best exposure" and all other factors aside, Beverly Hills Weekly can honestly claim that its news and opinion columns are the most widely read and most frequently quoted in our city. Because of the disparity in content, city advertising has a far greater chance of being read in our publication than in our competitor.

We have no desire or ability to harm any other publication, or attempt to create a monopoly for ourselves. Instead, we ask the city to support their own criteria and to insist that all staff members responsible for purchasing any advertising play by the rules and not misinterpret or implement purchasing beyond the city's clear mandate for ads to be placed fairly in both newspapers.

We are pleased to be part of this community and to be able to continue to assure that we remain a "two newspaper city", with more diversity of coverage and alternative views on community issues. Public notices are an essential element of good government, not only through paid advertising, but in the news coverage we provide.

Accordingly, we enclose our bid for the 2010 – 2011 fiscal year and ask for City Council approval of our bid. We would be pleased to respond to any questions from staff or the City Council

Sincerely,

Josh Gross
Publisher/CEO

Bid No. 10-44

BID DOCUMENT

CITY OF BEVERLY HILLS
CITY CLERK'S OFFICE
455 NORTH REXFORD DRIVE BEVERLY HILLS, CALIFORNIA 90210
(310) 285-2400

ADVERTISING AND NOTICES - BIDS WANTED

Sealed proposals are requested on the list of materials, supplies, equipment or services set forth herein, subject to all conditions outlined in the Bid Document, including:

SECTION I:	REQUEST FOR BIDS
SECTION II:	GENERAL INFORMATION AND INSTRUCTIONS
SECTION III:	DETAIL SPECIFICATIONS
SECTION IV:	BID FORM

******(IF YOU CHOOSE NOT TO BID, PLEASE COMPLETE PAGE 11)******

Sealed proposals will be received only at the **Office of the City Clerk**, 455 North Rexford Drive, Room 290, Beverly Hills, until 2:00 p.m. local time, on the date hereinafter stated at which time they will be opened and publicly read for furnishing the materials, supplies, equipment or services or for supplying the materials, and/or providing labor for the repair, construction or improvement as the case may be, as indicated by the items hereunder listed and in accordance with the applicable specifications.

SECTION I - REQUEST FOR BID

Date of Request: **April 27, 2010**

Bid Number: **10-44**

Item Description: **Advertising**

Bid Opening: **Thursday, May 20, 2010 at 2:00 p.m.**

All bids must be delivered by the specified opening time of the bid. Bids arriving after the specified hour will not be accepted. Mailed bids, which are delivered after the specified hour will not be considered regardless of postmarked time on the envelope. All bids must be in writing and must contain an original signature by an authorized officer of the firm - Electronic bids (telephone, FAX, etc.) are **NOT** acceptable.

BID DEPOSIT - NONE REQUIRED WITH THIS BID
PERFORMANCE BOND AND PAYMENT BOND - NONE REQUIRED WITH THIS BID

Bid No. 10-44

CITY OF BEVERLY HILLS
SECTION II - GENERAL INFORMATION AND INSTRUCTION

1. A bidder's proposal may be withdrawn at any time prior to the bid opening. No proposal may be withdrawn after the bid opening. Violation of this policy may cause bidder's removal from qualified Bidder's List.

2. Bidders are advised to become familiar with all conditions, instructions and specifications governing this bid. Once the award has been made, a failure to have read all the conditions, instructions and specifications of this bid document shall not be cause to alter the contract or for bidder to request additional compensation.

3. Successful bidder shall not assign the contract, or subcontract the whole or any part of the contract without written consent of the City. Such consent shall neither relieve the bidder from its obligation nor change the terms of the contract.

4. Each bidder shall submit in full this completed original bid document and all necessary catalogues, descriptive literature, etc., needed to fully describe the materials or work it proposes to furnish. **Bidder's failure to fully and adequately respond to this bid may render the bid non-responsive and is grounds for rejection by the City.**

5. Upon the award of the bid to the successful bidder, the City will require evidence of insurance coverage be furnished within fourteen (14) days of notification of bid award. The amounts and types of coverage are specified in Section IV of this bid document. **All insurance forms must be in a format acceptable to the City**.

6. Every supplier of materials and services and all contractors doing business with the City shall be an "Equal Opportunity Employer" as defined by Section 2000 (E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11375, and as such shall not discriminate against any other person by reason of race, creed, color, religion, age, sex or physical or mental handicaps with respect to the hiring, application for employment, tenure, terms or conditions or employment of any person.

7. Prices quoted herein must be firm for a period of not less than ninety (90) days after date of bid opening.

8. Bids calling for other than a "lump sum" total bid may be awarded by single item, by groups of items, or as a whole, as the City deems to be in the best interest of the City.

9. The City will be the sole and exclusive judge of quality, compliance with bid specifications or any other matter pertaining to this bid. The City reserves the exclusive right to award this bid in any manner it deems to be in the best interest of the City.

10. Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes. It is the policy of the City to self-accrue use tax associated with its own purchases. The City requests that its contractors self-accrue their use tax, **when applicable**, and report the use tax to the State Board of Equalization with a City-assigned permit number. The City's own use tax which is self-accrued by the City will be remitted to the State of California pursuant to the City's permit with the State Board of Equalization.

11. For any questions regarding this bid, please contact Byron Pope, City Clerk, at (310) 285-2400.

Bid No. 10-44

SECTION III – DETAIL SPECIFICATIONS

IN EVENT OF CONFLICT, THE FOLLOWING SPECIFICATIONS SHALL PREVAIL OVER GENERAL INFORMATION AND INSTRUCTIONS CONTAINED ELSEWHERE IN THIS BID.

1. The successful bidder shall print, on a non-exclusive basis, and publish correctly and in a first-class manner in a newspaper that has been adjudicated as a newspaper of general circulation as defined in Section 6008 of the Government Code, for the City of Beverly Hills, **all advertising including legal advertising and any other notices or advertising of whatever kind or nature that may be requested in writing by an officer, board, commission or department of the City of Beverly Hills**, to be printed pursuant to the terms of this bid, and furnish proof of publication. The successful bidder shall enter into an agreement with City for services through June 30, 2011 on the form attached as Attachment A.

2. All advertisements shall be inserted in every edition of the newspaper issued upon the day of publication, and not in any supplement thereof, and shall be published for the number of days directed in writing by the officer requiring such publication and no more. If specified by City in writing, certain public notices, which together may contain up to one page of text, shall be inserted on pages 2 through 5 of the front section of the newspaper ("up front ads"). If City requests more than one page of up front ads for any single edition of the newspaper, one page of up front ads shall be placed on pages 2 through 5 of the first section of that edition and any up front ads in excess of one page shall be inserted within the first 7 pages of the first section of that edition. If at any time during the period of the agreement, the newspaper to which the agreement is awarded is not published and circulated regularly on its regular date of publication, the City has the right to immediately terminate the agreement and to recover any damages from the successful bidder. If the newspaper is published on more than one day per week, advertisements shall be placed on the publication date requested by the City.

3. The successful bidder will be required during the term of the agreement to deliver free of charge fifty (50) copies of each issue of said newspaper to the City Clerk's office.

4. In the event the successful bidder fails to publish an advertisement or notice or publishes improperly, the successful bidder shall, at the election of the City, republish on the next available publication date at no charge to the City or shall not charge the City for the improperly published advertisement.

5. Written copy furnished by the City shall not be photocopied and published in "as is" condition. All such written copy shall be typeset as required by the City and in the font style and size specified in the agreement, unless otherwise specified by the City. The City may also provide the successful bidder with camera-ready copy.

6. Bidders shall submit a sample notice of public hearing, notice to bidders, and an ordinance or resolution. (Samples are attached as Attachment B). Bidders shall specify the font style and size for up front ads and other advertising submitted by the City and shall submit the above samples in those font styles and sizes. Font style shall be Serif or Sans Serif or other style acceptable to the City and font size shall be eight points except that Sans Serif may be 7 points.

Bid No. 10-44

7. All bidders shall submit a map of the bidder's newspaper delivery area. The map shall clearly identify the locations in the City where newspapers are delivered and where they are not delivered. The bidder shall use a Thomas Guide Street Map or equivalent and specifically delineate streets or areas in the City where newspapers are delivered and streets or areas where newspapers are not delivered. The map shall also show those streets or areas in the City where newspapers are delivered free of charge and those streets or areas in the City where newspapers are delivered only with a paid subscription. All bidders shall also describe the nature and extent of delivery of newspapers in commercial areas of the City and to multi-family residential properties.

8. All bidders shall submit the lowest price paid during the previous twelve months for the following types of advertising:

   a. Legal/Classified Advertising **Does not include CNPA or promotional rate

   b. Display Advertising up to page 5 for

      (1) 1/8th page $200

      (2) 1/5th page N/A

      (3) 1/4 page $400

      (4) 1/2 page $800

      (5) full page $1600

   c. Display advertising pages 6 through first page of classifieds for:

      (1) 1/8th page same as above

      (2) 1/5th page

      (3) 1/4 page "

      (4) 1/2 page

      (5) full page

For the purposes of this paragraph 8, the lowest price shall not include any introductory rate or any special rate for advertisers who contract to purchase at least one half page of advertising in each newspaper edition for at least 90 days.

9. All bidders shall furnish a verified circulation audit completed within the last twelve (12) months. We have submitted an audit however the Council said every **two years**

10. All bidders shall furnish a certificate of adjudication.

11. All bidders shall include the bidder's deadline (day of week and time) for publication of notices/advertising.

12. The successful bidder shall provide one affidavit of publication within two weeks of each publication.

13. The successful bidder shall pick up the notice/advertising copy from City or accept fax or digital transmission of the copy from City, and **provide a proof prior to publication for City to review for accuracy**.

Bid No. 10-44

SECTION IV - BID FORM

(Must be completed by Vendor)

The undersigned proposes to furnish all materials, supplies, equipment or services set forth herein subject to all conditions outlined in the Bid Document, including the general instructions and information to bidders, in accordance with the schedule below:

SCHEDULE OF RATES

Column = 2.5 inches

ITEM	ARTICLE	PRICE PER LEGAL SQUARE INCH
1.	For the typesetting as necessary, printing and publishing of Public Notices up to Page 5 of the first section of the newspaper (up front ads), using a bold face title. Such notice shall be two columns in width with heavy border	$ 10.40 ($26/ci) (with digitally transmitted text) $ 10.40 ($26/ci) (without digitally transmitted text) (Please also provide on a separate sheet, the price for display advertising in modular form, for at a minimum 1/8th page, 1/4 page, 1/2 page and one full page.)
2.	For the typesetting as necessary, printing and publishing of official advertising on pages dedicated to legal and classified advertising (legal/classified ads).	$ 10 ($25/ci) (with digitally transmitted text) $ 10 ($25/ci) (without digitally transmitted text)
3.	For the printing and publishing of display advertising on Pages 1 through 5 (up front ads) **as typeset by City**.	$ 10.40 ($26/ci) (with digitally transmitted text) $ 10.40 _____ (without digitally transmitted text) (Please also provide on a separate sheet, the price for display advertising in modular form, for at a minimum 1/8th page, 1/4 page, 1/2 page and one full page.)
	For the printing and publishing of display advertising on pages dedicated to legal and classified advertising **as typeset by City** (legal/classified ads).	$ 10.40 _____ (with digitally transmitted text) $ 10.40 _____ (without digitally transmitted text)

Bid No. 10-44

Please indicate whether the bidder would be willing to voluntarily agree to give City an option to extend its advertising agreement with the City on the same terms with an increase to pricing equivalent to any increase in the consumer price index

☐ Yes

☒ No

Based on the circulation audit:

Tier 1 – Number of publications distributed to Beverly Hills residents weekly: See enclosed audit

Tier 2 – Number of publications distributed in Beverly Hills weekly: See enclosed audit

Tier 3 – Number of publications distributed outside of Beverly Hills weekly: See enclosed audit

PRICING

Vendor's rates shall not exceed the rates Vendor charges any other commercial advertiser (other than rates for advertising residential real estate) for the same size advertising in the same location, other than special introductory rates or special rates charged to advertisers who contract to purchase at least one half page of advertising in every edition of the newspaper for a duration of at least ninety (90) days. For those advertisements that require typesetting, Vendor's rates shall not exceed the rates Vendor charges any other advertiser for the same size advertising, in the same location, and typeset by the Vendor, other than special introductory rates or special rates charged to advertisers who contract to purchase at least one half page of advertising in every edition of the newspaper for a duration of at least ninety (90) days. Vendor shall submit with this bid and thereafter quarterly to City a certified rate sheet which sets forth the rates it charges for advertising. City shall have the right to audit Vendor's business records as provided in Section 12 of Attachment A.

***note new later deadline

1. Deadline Tues 5pm (day and time) for Publishing Thurs (day).

2. Payment Terms as set forth in Exhibit B-2 to Attachment A.

Exceptions or Deviations attached ___**YES** x **NO**

Company Name Beverly Hils Weekly Telephone 310-887-0788

Address 140 S Beverly Dr #201 Beverly Hills CA 90212

Bid No. 10-44

Person submitting bid:

Josh Gross	Publisher/CEO
Print Name	Title
Signature	May 20, 2010
	Date

TAX

All bid proposals shall be exclusive of tax. City staff will compute all tax involved when applicable.

ACCEPTANCE OF PROPOSAL

The City reserves the right to accept or reject any and all bids and reserves the right to waive errors where such action best serves the interests of the City. The successful bidder may be required to acknowledge by written confirmation that the minimum requirements of the specifications are included in the bidder's proposal before the award of the bid.

The City will evaluate each bid with regard to price and with regard to the extent of distribution within the City, including, without limitation, the overall delivery area of the newspaper.

EXCEPTIONS

Any bidder's exceptions to these terms or conditions or deviations from the written specifications shall be shown in writing and attached to bid form. However, such exceptions or deviations may result in bid rejection.

INSURANCE

(1) **Commercial general liability** coverage at least as broad as Insurance Services Office Commercial General Liability occurrence coverage ("occurrence" form CG0001, Ed. 11/85) with a limit of not less than $2,000,000 (Two Million Dollars) per occurrence. If the insurance includes a general aggregate limit, that limit shall apply separately to this contract or it shall be at least twice the required per occurrence limit.

(2) **Media Liability Coverage** that includes errors and omissions coverage for public notices with a limit of not less than $1,000,000 (One Million Dollars) per occurrence.

(3) **Business automobile liability** insurance at least as broad as Insurance Services Office form CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 "any auto" and endorsement CA 0029 (Ed. 12/88) with a limit not less than $1,000,000 (One Million Dollars) per accident.

(4) **Workers Compensation** Insurance as required by the State of California.

All insurance coverages shall be provided by insurers with a rating of B+; VII or better in the most recent edition of Best's Key Rating Guide, Property-Casualty Edition.

Work shall not commence until certificates of insurance have been approved and an agreement executed.

Please use the official City of Beverly Hills certificate of insurance form (Exhibit C – attached). If you use another form, the following requirements must be met to make the certificates acceptable to the City:

1	name the City of Beverly Hills as additional insured for both GENERAL liability and AUTO liability;
2	have at least thirty (30) days written notice of cancellation; and

All certificates of insurance must remain current until the agreement expires or is sooner cancelled.

AFTER THE ACCEPTANCE AND AWARD OF THE BID BY THE CITY COUNCIL, THE SUCCESSFUL BIDDER SHALL BE REQUIRED TO EXECUTE AN AGREEMENT IN THE FORM SET FORTH IN ATTACHMENT A.

Bid No. 10-44

If your response is **"NO BID"**, please explain below:

_____

_____

_____

_____

_____

_____

_____

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

BY: _____
Print Name

_____
Signature

_____
Title

_____
Date

PLEASE RETURN TO:

CITY OF BEVERLY HILLS
OFFICE OF THE CITY CLERK, ROOM 290
455 NORTH REXFORD DRIVE
BEVERLY HILLS, CA 90210

ATTACHMENT A

Bid No. _____

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND _____ TO PROVIDE ADVERTISING AND NOTICES

NAME OF VENDOR: _____

RESPONSIBLE PRINCIPAL OF VENDOR: _____

VENDOR'S ADDRESS: _____

_____

CITY'S ADDRESS:

City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Byron Pope
City Clerk

COMMENCEMENT DATE: _____

TERMINATION DATE: _____

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND _____ TO PROVIDE
ADVERTISING AND NOTICES

THIS AGREEMENT is made by and between the City of Beverly Hills, a municipal corporation (hereinafter called "CITY"), and _____, (hereinafter called "VENDOR").

RECITALS

A. CITY desires to have certain services provided (the "services") as set forth in Exhibit A, attached hereto and incorporated herein.

B. VENDOR represents that it is qualified and able to perform the services.

NOW, THEREFORE, the parties agree as follows:

Section 1. VENDOR's Services. VENDOR shall perform the services as described in Exhibit A to the full satisfaction of CITY.

Section 2. Time of Performance. VENDOR shall perform the services until the Termination Date set forth above.

Section 3. Compensation. CITY agrees to compensate VENDOR, and VENDOR agrees to accept in full satisfaction for the services required by this Agreement an amount not to exceed the Consideration set forth in Exhibit B-1. Said Consideration shall constitute reimbursement of VENDOR's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). CITY shall pay VENDOR said Consideration in accordance with the schedule of payment set forth in Exhibit B-2, attached hereto and incorporated herein.

Section 4. Independent Contractor. VENDOR is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of VENDOR or any of VENDOR's employees, except as herein set forth. VENDOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 5. Assignment. This Agreement may not be assigned in whole or in part by either party, without the prior written consent of CITY.

Section 6. VENDOR: Responsible Principal. The Responsible Principal set forth above shall be principally responsible for VENDOR's obligations under this Agreement and shall serve as principal liaison between CITY and VENDOR. Designation of another Responsible Principal by VENDOR shall not be made without the prior written consent of CITY.

Section 7. Personnel. VENDOR represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All personnel engaged in the work shall be qualified to perform such services.

Section 8. Insurance.

(a) VENDOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Commercial General Liability Insurance, with minimum limits of Two Million Dollars ($2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by VENDOR.

(b) VENDOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Media Liability Coverage that includes errors and omissions coverage for public notices, with minimum limits of One Million Dollars ($1,000,000) for each occurrence.

(c) VENDOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect Business Automobile Liability Insurance at least as broad as Insurance Services office form CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 "any auto" and endorsement CA 0029 (Ed. 12/88) with a limit not less than $1,000,000 (One Million Dollars) per accident.

(d) VENDOR agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation and employer's liability insurance as required by law.

(e) VENDOR shall require each of its sub-consultants or sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(f) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(g) VENDOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at VENDOR's expense, the premium thereon.

(h) At all times during the term of this Agreement, VENDOR shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. VENDOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The policies of insurance required by this Agreement shall contain an endorsement naming the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(i) The insurance provided by VENDOR shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(j) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, VENDOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or VENDOR shall procure a bond guaranteeing payment of losses and expenses.

Section 9. Indemnification. VENDOR agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any claim of intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of VENDOR or any person employed by VENDOR in the performance of this Agreement.

Section 10. Termination.

(a) CITY may cancel this Agreement at any time upon five (5) days written notice to VENDOR. VENDOR agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY under paragraph (a), due to no fault or failure of performance by VENDOR, VENDOR shall be paid full compensation for all services performed by VENDOR, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, VENDOR shall be paid for the services performed prior to the effective date of termination or cancellation based on the rates set forth in Exhibit B-1, provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid VENDOR for the full performance of the services required by this Agreement.

Section 11. Notice. Any notice required to be given to VENDOR shall be deemed duly and properly given upon delivery, if sent to VENDOR postage prepaid to the VENDOR's address set forth above or personally delivered to VENDOR at such address or other address specified to CITY in writing by VENDOR.

Any notice required to be given to CITY shall be deemed duly and properly given upon delivery, if sent to CITY postage prepaid to CITY's address set forth above or personally delivered to CITY at such address or other address specified to VENDOR in writing by CITY.

Section 12. Records Audit. VENDOR shall keep and maintain full and accurate records with respect to all matters governed by this Agreement, including but not limited to (1) the rates paid by CITY under this Agreement, and (2) the distribution, delivery and circulation of _____. CITY or its representative, including a third party auditor, shall be entitled to full access, without charge, during normal business hours to all records of VENDOR as deemed appropriate by CITY to determine compliance with this Agreement and shall have the right to examine, inspect and audit the same and to make transcripts or copies therefrom. If CITY or its representative determines that the rates paid by the CITY for advertising exceed the rates paid by any other advertiser of VENDOR for the same advertising

other than special introductory rates or special rates offered to advertisers who contract to purchase at least one half page in every edition of the newspaper for at least ninety (90) days, VENDOR shall promptly reimburse CITY for all fees paid in excess of those required by this Agreement. In addition, VENDOR shall reimburse CITY for all costs and expenses incurred by CITY in connection with such audit.

Section 13. Circulation. VENDOR shall, at all times during the term of this Agreement publish [insert name of newspaper] and circulate such publication, free of charge, weekly on its regular date of publication to the areas described in its bid proposal and shown in Exhibit D. Failure to comply with this section shall be a material breach of this Agreement.

Section 14. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and VENDOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and VENDOR.

Section 15. Attorney's Fees. In the event that CITY or VENDOR commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees.

Section 16. Governing Law. The interpretation and implementation of this Agreement shall be governed by the law of the State of California.

Section 17. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the _____ day of _____, 20___, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

_____
JIMMY DELSHAD
Mayor of the City of Beverly Hills, California

ATTEST:

_____
BYRON POPE
City Clerk

VENDOR:

_____
Name:
Title:

_____
Name:
Title

APPROVED AS TO FORM:

_____
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

_____
BYRON POPE
City Clerk

_____
KARL KIRKMAN
Risk Manager

EXHIBIT A

Scope of Services

VENDOR shall, at CITY's written request, perform the following services to the satisfaction of CITY:

Print and publish, on a non-exclusive basis, correctly and in a first-class manner in _____, a newspaper that has been adjudicated as a newspaper of general circulation as defined in Section 6008 of the Government Code, for the City of Beverly Hills, **all advertising including legal advertising, and any other notices or advertising of whatever kind or nature that may be requested in writing by an officer, board, commission or department of the City of Beverly Hills**, to be printed pursuant to the terms of this bid, and furnish proof of such publication.

All advertisements to be published under this Agreement shall be inserted in every edition of _____ issued upon the day of publication, and not in any supplement thereof, and shall be published for the number of days directed in writing by the officer requiring such publication and no more. If specified by CITY in writing, up to one full page of Public Notices shall be inserted within pages 2 through 5 of the front section of _____ (up front ads). If City requests more than one page of up front ads, in any single edition of _____, one page of up front ads shall be inserted on pages two through five of the first section of that edition and any up front ad in excess of one page shall be inserted within the first seven pages of the first section of that edition. If _____ is published on more than one day per week, then advertisements shall be placed on the publication date requested by the CITY.

Unless CITY specifies a different font style and font size, VENDOR shall publish CITY's legal notices and advertising in the following font style and size : (as stated in bid).

VENDOR shall be required during the term of the Agreement to deliver free of charge fifty (50) copies of each issue of _____ to the City Clerk's office.

Written copy furnished by CITY for publication shall not be photocopied and published in "as is" condition unless expressly authorized by CITY. All such written copy shall be typeset as required by CITY. CITY may also provide VENDOR with camera-ready copy.

In the event VENDOR fails to publish an advertisement or notice, or publishes improperly, VENDOR shall, at the election of CITY, republish the advertisement or notice on the next available publication date at no charge to CITY or shall not charge CITY for the improperly published advertisement.

Prior to the commencement of services under this Agreement and again on request by CITY, VENDOR shall submit evidence satisfactory to the City of its newspaper delivery area within the City of Beverly Hills and its certificate of adjudication. Evidence of its newspaper delivery area shall indicate where newspapers are delivered without charge in the City and where newspapers are only delivered pursuant to a paid subscription and where newspapers are not delivered in City, and the approximate number of residences in the City to which the newspaper is delivered.

BID NO. 09-40

Title: LEGAL ADVERTISING

VENDOR's deadline for publication of notices/advertising shall be _____ at ___ p.m. Pacific Time for publishing on _____.

VENDOR shall provide one affidavit of publication within two weeks of each publication.

VENDOR shall pick up the notice/advertising copy from CITY or accept fax or digital transmission of the copy from CITY, and provide a proof prior to publication for City to review for accuracy.

EXHIBIT B-1

Schedule of Rates

ITEM	ARTICLE	PRICE PER LEGAL SQUARE INCH*	PRICE PER COLUMN INCH
1.	For the typesetting as necessary, printing and publishing of Public Notices up to Page 5 of the first section of the newspaper (up front ads), using a bold face title. Such notice shall be two columns in width with heavy border	$_____ (with digitally transmitted text) $_____ (without digitally transmitted text) (Please also provide on a separate sheet, the price for display advertising in modular form, for at a minimum 1/8th page, 1/4 page, 1/2 page and one full page.)	$_____ (with digitally transmitted text) $_____ (without digitally transmitted text)
2.	For the typesetting as necessary, printing and publishing of official advertising on pages dedicated to legal and classified advertising (legal/classified ads).	$_____ (with digitally transmitted text) $_____ (without digitally transmitted text)	$_____ (with digitally transmitted text) $_____ (without digitally transmitted text)
3.	For the printing and publishing of display advertising on Pages 1 through 5 (up front ads) **as typeset by City**.	$_____ (with digitally transmitted text) $_____ (without digitally transmitted text) (Please also provide on a separate sheet, the price for display advertising in modular form, for at a minimum 1/8th page, 1/4 page, 1/2 page and one full page.)	$_____ (with digitally transmitted text) $_____ (without digitally transmitted text)
	For the printing and publishing of display advertising on pages dedicated to legal and classified advertising **as typeset by City** (legal/classified ads).	$_____ (with digitally transmitted text) $_____ (without digitally transmitted text)	$_____ (with digitally transmitted text) $_____ (without digitally transmitted text)

VENDOR's rates shall not exceed the rates VENDOR charges any other commercial advertiser (other than rates for advertising residential real estate) for the same advertising, in the same location, other than special introductory rates or special rates charged to advertisers who contract to purchase at least one half page of advertising in every edition of _____ for a duration of at least ninety days. For those advertisements requiring typesetting, VENDOR's rates shall not exceed the rates VENDOR charges for any other advertiser for the same size advertising, in the same location, and typeset by VENDOR, other than special introductory rates or special rates charged to advertisers who contract to purchase at least one half page of advertising in every edition of _____ for a duration of at least ninety days. VENDOR shall submit to CITY upon execution of this Agreement and quarterly thereafter, a certified rate sheet which sets forth the rates it charges for advertising. CITY shall have the right to audit VENDOR's business records as provided in Section 12 of this Agreement.

EXHIBIT B-2

Schedule of Payment

Within 30 days after the end of each month, VENDOR shall submit to CITY an itemized statement which shall set forth in detail a description of the services performed during that month. VENDOR shall also submit one affidavit of publication for each advertisement placed in _____. CITY shall pay VENDOR the amount of such billing within thirty (30) days of receipt of the itemized statement and affidavits of publication.

EXHIBIT C

CERTIFICATE OF INSURANCE

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED (CONTRACTOR)

COVERAGE

ADDRESS:

COMPANIES AFFORDING

A.
B.
C.

POLICY NUMBER	COMPANY (A. B. C.)	COVERAGE		EXPIR. DATE	LIMITS B.I.	P.D.	AGGREGATE
		AUTOMOBILE LIABILITY	[ ]				
		GENERAL LIABILITY	[ ]				
		PRODUCTS /COMPLETED OPERATIONS	[ ]				
		BLANKET CONTRACTUAL	[ ]				
		CONTRACTOR'S PROTECTIVE					
		PERSONAL INJURY	[ ]				
		OTHER	[ ]				
		EXCESS LIABILITY	[ ]				
		WORKERS' COMPENSATION	[ ]				

It is hereby understood and agreed that the **City of Beverly Hills**, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is hereby understood and agreed that the **City of Beverly Hills**, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the **City of Beverly Hills** and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer of employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the **City of Beverly Hills**.

In the event of cancellation or material change in the above coverage, the company will give 30 days written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: _____

AGENCY: _____

_____

BY: _____
Authorized Insurance Representative

TITLE: _____

ADDRESS: _____

EXHIBIT D

CIRCULATION AREA

ATTACHMENT B

EXHIBIT A

City Clerk's Office

NOTICE OF PUBLIC HEARING

The City Council of the City of Beverly Hills at its adjourned regular meeting to be held on ***Wednesday, May 13, 2009, at 7:00 p.m.***, in the Council Chambers of the City Hall, 455 N. Rexford Drive, Beverly Hills, CA 90210, will hold a public hearing to consider:

A RESOLUTION OF THE COUNCIL OF THE CITY OF BEVERLY HILLS DECLARING AND IMPLEMENTING WATER CONSERVATION "STAGE B"

Pursuant to the City's Emergency Water Conservation Plan Ordinance set forth in Section 9-4-301et. seq. of the City's Municipal Code, the City Council may declare and implement water conversation stages upon recommendation by City staff. This resolution will declare and implement Stage B water conservation requirements as set forth in Section 9-4-304 of the Beverly Hills Municipal Code.

All interested persons are invited to attend and speak on this matter. Written comments are also invited and should be addressed to the City Council, c/o City Clerk, 455 N. Rexford Drive, Room 290, Beverly Hills, CA 90210; and should be received prior to the City Council Meeting

Please remember, if you challenge the City Council's action in court, you may be limited to raising only those issues you or someone else raised at the hearing before the City Council or in written correspondence delivered to the City, either at or prior to the public hearing.

BYRON POPE, CMC
City Clerk

EXHIBIT B

ORDINANCE NO. 08-O-2544

AN ORDINANCE OF THE CITY OF BEVERLY HILLS ADJUSTING THE TIME FOR REGULAR MEETINGS OF THE CITY COUNCIL AND AMENDING THE BEVERLY HILLS MUNICIPAL CODE

THE CITY COUNCIL OF THE CITY OF BEVERLY HILLS HEREBY ORDAINS AS FOLLOWS:

Section 1. Section 2-1-1 of Chapter 1 of Title 2 of the Beverly Hills Municipal Code is hereby amended to read as follows:

"2-1-1: MEETINGS:

A. Formal Meetings: The council shall hold formal meetings in the council chamber of the city hall on the first and third Tuesday of each month at seven (7:00) p.m. and on such other days, at such other times, and at such other places as may be designated in an order for a special meeting. When the day for any formal meeting of the council falls on a legal holiday, the meeting shall not be held on such holiday but shall be held at the same hour on the next succeeding Tuesday thereafter.

B. Study Sessions: The council shall hold study sessions in the council chamber of the city hall, 455 North Rexford Drive, Beverly Hills, California, on the first and third Tuesday of each month at two-thirty (2:30) p.m. and on such other days, at such other times, and at such other places as may be designated in an order for a special meeting. When the day for any study session of the council falls on a legal holiday, the meeting shall not be held on such holiday but shall be held at the same hour on the next succeeding Tuesday thereafter. The study session shall be a regular meeting of the City Council for all purposes."

Section 2. Effective Date. This Ordinance shall go into effect and be in full force and effect at 12:01 a.m. on the thirty-first (31st) day after its passage.

Adopted: February 5, 2008
Effective: March 7, 2008

_____
JIMMY DELSHAD
Mayor of the City of Beverly Hills, California

ATTEST:

_____ (SEAL)
BYRON POPE
City Clerk

APPROVED AS TO FORM:

_____
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

_____
RODERICK J. WOOD
City Manager

EXHIBIT C

NOTICE TO BIDDERS

Drilling and Testing of

A TEST HOLE

For the City of
BEVERLY HILLS

Within the City of
WEST HOLLYWOOD, CALIFORNIA

BIDS - Sealed Proposals for test hole drilling for the City of Beverly Hills at the Robertson Corporate Yard, 621 North Robertson, located within the City of West Hollywood, will be received up to the hour of **2:00 p.m., on November 25, 2008** at the office of the City Clerk of the City of Beverly Hills, located in Room 190 of City Hall at 455 North Rexford Drive, Beverly Hills, California. Bids will be publicly opened at 2:00 p.m. on the above-mentioned date in the office of the City Clerk of said City Hall.

SITE WALK - The City will sponsor a mandatory pre-bid site walk at the site, 621 North Robertson Blvd on **November 13, 2008 at 1:30 p.m**. Bidders will be able to observe site conditions at that time that could potentially affect their bids.

SCOPE OF THE WORK - The work to be done shall consist of furnishing all the required labor, materials, equipment, parts, implements and supplies necessary for, or appurtenant to the drilling and testing of a test hole in accordance with the Technical Specifications prepared for this project.

In general terms, the contract work for this project shall consist of the following items of work in accordance with the Technical Specifications:

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION
1.	1	Lump Sum	Mobilize a direct mud rotary drill rig to the site, including all pertinent equipment as specified.
2.	400	Lineal Foot	Install and maintain sound barrier walls.
3.	50	Lineal Foot	Install a 16-inch outside diameter conductor casing to a depth of 50 ft.
4.	800	Lineal Foot	Drill a test hole with a 12-inch diameter (minimum) drill bit to a depth of 850 ft bgs.
5.	1	Lump Sum	Perform a suite of downhole geophysical surveys.
6A.	5	Zone	Construct and develop five isolated aquifer test zones

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION
6B.	5	Zone	Install a submersible test pump in each isolated aquifer test zone, sample groundwater, and transport and analyze samples for specified constituents.
7A.	100.000	Gallon	Temporarily store in above ground storage tanks, manifest and haul offsite test water from isolated aquifer zone testing.
7B.	10	Truck	Provide vacuum trucks to transport and dispose of drilling muds.
7C.	6	Truck	Provide dump trucks to transport and dispose of drill cuttings.
8.	12	Hour	Standby time for drill rig.
9.	850	Lineal Foot	Destruction of upper 200 ft of borehole in accordance with DWR and Los Angeles County Department of Health Services guidelines.

Copies of the Plans, Specifications and Proposal Form may be inspected and obtained at the office of the City Engineer located at 345 Foothill Road Beverly Hills, California. There is no charge or deposit required for this material; therefore, they are not to be returned to the City for refund. Each bidder shall furnish the City the name, address, and telephone number of the firm requesting specifications.

References in the project specifications to specific sections of the Standard Specifications refer to the book of "Standard Specifications for Public Works Construction", 2003 Edition, written by a Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and Southern California District of the Associated General Contractors of California. Contractors wishing to obtain this book may purchase copies directly from the publisher, Building News, Inc., 1612 South Clementine Street, Anaheim, California, 92802; (800) 873-6397.

LIQUIDATED DAMAGES - There will be a One Thousand Dollar ($1,000) assessment for each calendar day that work remains incomplete beyond the time stated in the Proposal Form. Refer to the Proposal Form for specific details.

PREVAILING WAGES - In accordance with the provisions of Section 1770 et seq, of the Labor Code, the Director of Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done.

The Contractor will be required to pay to all workers employed on the project sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code, Part 7, Chapter I, Article 2, Sections 1770, 1773, 1773.I."

A copy of said documents is on file and may be inspected in the office of the City Engineer located at 345 Foothill Road, Beverly Hills, California 90210.

Attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him.

The Contractor and any subcontractor under him shall comply with the requirements of said sections in the employment of apprentices.

Information relative to apprenticeship standards and administration of the apprenticeship program may be obtained from the Director of Industrial Relations, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

PAYROLL RECORDS - The Contractor's attention is directed to Section 1776 of the Labor Code, relating to accurate payroll records, which imposes responsibility upon the Contractor for the maintenance, certification, and availability for inspection of such records for all persons employed by the Contractor or by the Subcontractors in connection with the project. The Contractor shall agree through the Contract to comply with this section and the remaining provisions of the Labor Code.

INSURANCE AND BOND REQUIREMENTS - The Contractor shall provide insurance in accordance with Section 3-13 of the City of Beverly Hills, Public Works Department, Standard Contractual Requirements, included as part of these Specifications. All subcontractors listed shall attach copies of the Certificate of Insurance naming the Contractor as the additional insured as part of their insurance policy coverage. In addition, the Contractor shall guarantee all work against defective workmanship and materials furnished by the Contractor for a period of one (1) year from the date the work was completed in accordance with Section 2-11 of the Standard Contractual Requirements. The Contractor's sureties for the "Performance Bond" shall be liable for any work that the Contractor fails to replace within a specified time.

GENERAL INSTRUCTIONS - Bids must be submitted on the Proposal Form prepared for this project and shall be delivered at the office of the City Clerk within a sealed envelope supplied by the City and marked on the outside as follows: "PROPOSAL FOR DRILLING AND TESTING OF A TEST HOLE AT CITY OF BEVERLY HILLS ROBERTSON YARD."

THE CITY RESERVES THE RIGHT TO REJECT ANY BID OR ALL THE BIDS AND TO WAIVE ANY INFORMALITY OR IRREGULARITY IN ANY BID, BUT IF THE BIDS ARE ACCEPTED, THE CONTRACT FOR THE IMPROVEMENT WILL BE LET TO THE LOWEST RESPONSIBLE BIDDER FOR THE PROJECT EITHER AS A WHOLE.

LISA GRACE-KELLOGG SBN 191988
210 S. Spring Street
Los Angeles, CA 90012

(213) 628-4384

Attorney for Petitioner

ORIGINAL FILED

NOV 22 2002

LOS ANGELES
SUPERIOR COURT
DEPARTMENT 33

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

IN RE THE PETITION OF JOSH GROSS TO ESTABLISH THE BEVERLY HILLS-BEVERLYWOOD WEEKLY AS A NEWSPAPER OF GENERAL CIRCULATION

No. BS079161

JUDGMENT ADJUDICATING THE BEVERLY HILLS-BEVERLYWOOD WEEKLY AS A NEWSPAPER OF GENERAL CIRCULATION

(Government Code §6008)

The verified Petition of Josh Gross to have The Beverly Hills-Beverlywood Weekly ascertained and established as a newspaper of general circulation, as defined by Government Code §6008 of the Government Code, came on regularly for hearing by the Court on November 22, 2002 in Department 32 of the above entitled court. Petitioner appeared by his attorney, Lisa Grace-Kellogg. Contestant appeared by his attorney, Joe Hart.

Evidence, both oral and documentary, was introduced and the matter was argued and submitted for decision. On proof made to the satisfaction of the Court, the Court finds as follows:

1. The Beverly Hills-Beverlywood Weekly is published for the dissemination of local or telegraphic news and intelligence of a general character in the City of Beverly Hills, California. The business address is 140 South Beverly Drive #201 Beverly Hills, CA 90212.

2. The Beverly Hills-Beverlywood Weekly has a bona fide subscription list of paying

subscribers, and substantial distribution to paid subscribers in the City of Beverly Hills and surrounding areas.

3. For more than three years preceding the filing of the petition, the petitioning newspaper has been established under the name of Beverly Hills-Beverlywood Weekly, and has been so established and published, that is, issued and sold or distributed regularly every week in the City of Beverly Hills and the surrounding areas.

4. During each of the three-year period preceding the filing of this petition, the newspaper has maintained a minimum coverage of local news and intelligence of a general character of not less than twenty-five percent of its total inches; it has a principal office of publication located in the City of Beverly Hills, County of Los Angeles.

WHEREFORE IT IS ORDERED, ADJUDGED AND DECREED that The Beverly Hills-Beverlywood Weekly is a newspaper of general circulation as defined by Government Code §6008 for the City of Beverly Hills, Beverly Hills Unified School District, Beverly Hills Judicial District, County of Los Angeles, State of California.

DATED: 11/22/03

George H. [illegible]

JUDGE OF THE SUPERIOR COURT

CIRCULATION VERIFICATION COUNCIL

OUR DATA SPEAKS VOLUMES

CIRCULATION AUDIT REPORT

Reinstatement Audit Period: July 1, 2009 – December 31, 2009

Beverly Hills Weekly

140 S Beverly Drive, #201
Beverly Hills, CA 90212
(310) 887-0788
(310) 887-0789 FAX
EMAIL: josh@bhweekly.com
www.bhweekly.com

1. Publication Information

Average Net Circulation:	14,950 (Print Edition)
Number of Editions:	One
Format / Average Page Count:	Tabloid / 20 Pages
Circulation Cycle:	Weekly
Circulation Day / Time:	Thursday / by 6 AM
Ownership:	Beverly Hills Weekly
Year Established:	1999
Publication Type:	Community Newspaper
Content:	60% Advertising / 40% Editorial
Circulation Paid/Unpaid:	99% Unpaid / 1% Paid / 0% Sponsored
Primary Delivery Methods:	94% Home Delivery / 1% Mail / 5% Controlled Bulk
Insert Zoning Available:	No
CVC Member Number:	19-0006
DMA/MSA:	Los Angeles, CA / Los Angeles--Riverside--Orange County, CA
Audit Funded By:	Publisher

2. Rate Card and Mechanical Data

Rate Card Effective Date:	October 1, 1999	
Mechanical Data:	Four (4) columns x 13-inch column depth	
	Full page: 10" wide X 13" depth.	
Open Rate:	Local:	$1,600.00 Full Page - $200.00 1/8th Page
	National:	$1,600.00 Full Page - $200.00 1/8th Page
Insert Open Rate:	$50.00 per thousand	
Classified Rate:	$25.00 for up to 15 words	

Volume, frequency, contract, color, and other rates may be available from the publisher.

3. Contact Information

Publisher:	Josh Gross	EMAIL: josh@bhweekly.com
Advertising:	Josh Gross	EMAIL: josh@bhweekly.com
Circulation:	Josh Gross	EMAIL: josh@bhweekly.com

4. Circulation Pricing

Beverly Hills Weekly is a controlled circulation weekly without circulation pricing. Annual mail subscription rate: $75.00

5. Audited Circulation, Distribution and Net Press Averages - Print Edition

CVC Account Number: 19-0006		Beverly Hills Weekly Beverly Hills, CA
Audit Period Summary		
Average Net Circulation	**(5-H)**	**14,950**
Average Gross Distribution	(5-F)	14,950
Average Net Press Run	(5-A)	15,000
Audit Period Detail		
A. Average Net Press Run		15,000
B. Office / File		50
C. Controlled Distribution		
1. Home Delivery		14,000
2. Controlled Bulk Delivery / Demand Distribution		860
3. Mail		0
4. Restock & Office Service		60
5. Other:		0
TOTAL AVERAGE CONTROLLED DISTRIBUTION		14,920
D. Paid Distribution		
1. Home Delivery		0
2. Single Copy		0
3. Mail		30
4. Restock & Office Service		0
5. Other:		0
TOTAL AVERAGE PAID DISTRIBUTION		30
E. Sponsored / Voluntary Paid Distribution		
1. Home Delivery		0
2. Single Copy		0
3. Mail		0
4. Restock & Office Service		0
5. Other:		0
TOTAL AVERAGE SPONSORED DISTRIBUTION		0
F. Average Gross Distribution		14,950
G. Unclaimed / Returns		(0)*
H. Average Net Circulation		**14,950**

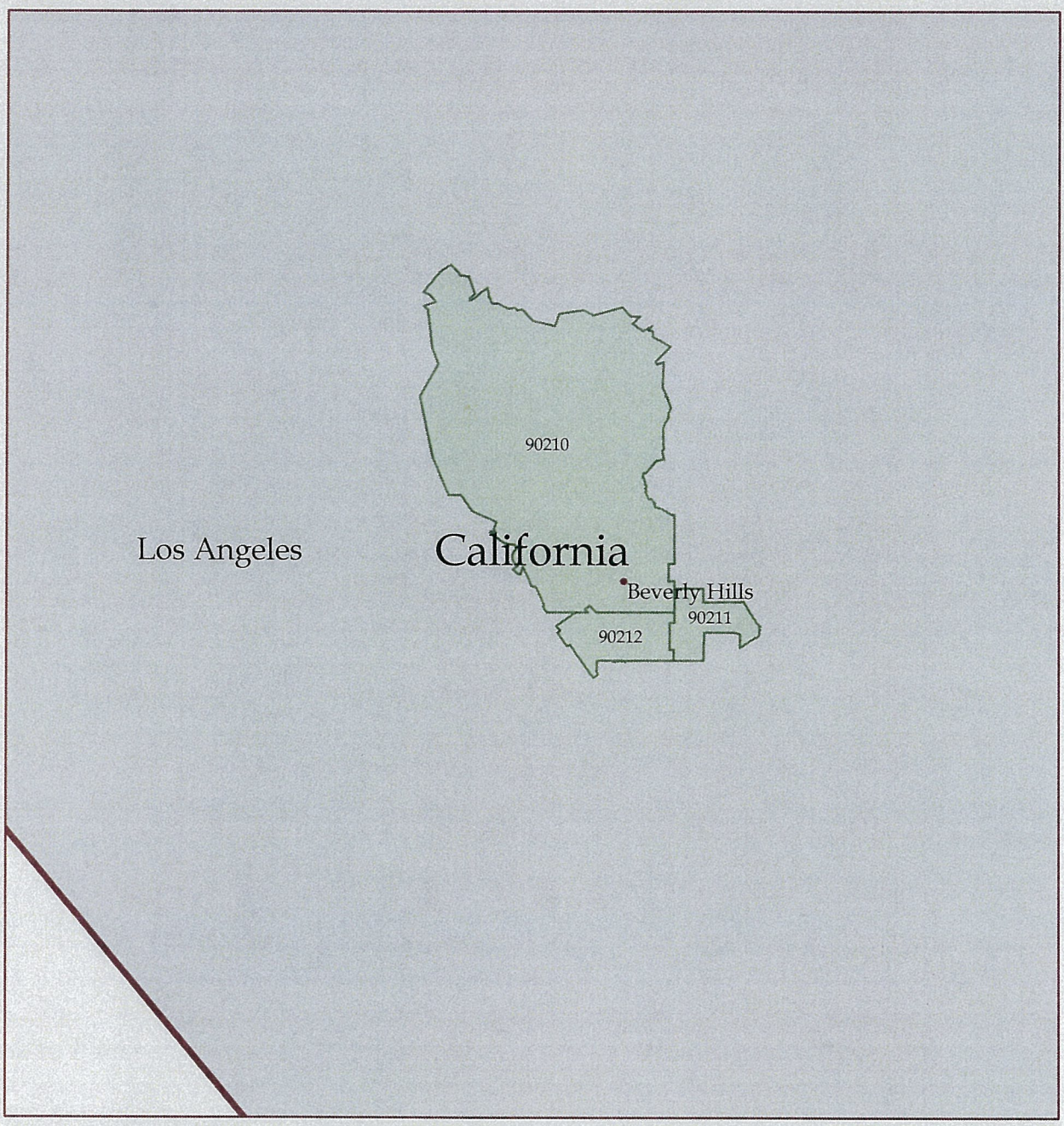
6A. Audited Average Website Reporting

	Audit Period Average
Website Unique Visitors	Not Reported
Website Page Views	Not Reported

6B. Audited Online Edition Reporting

	Audit Period Average
Unique Digital Edition Visitors	Not Reported
Digital Edition Page Views	Not Reported

OUR DATA SPEAKS VOLUMES
CIRCULATION VERIFICATION COUNCIL



Beverly Hills Weekly
Beverly Hills, California
19-0006

Key to Features

- State Boundary
- County Boundary
- Zip Code Boundary

N

P.O. Box 31523 • St. Louis, MO 63131 • 314-966-7711 • Fax: 314-822-0666 • Toll Free: 1-800-262-6392 • www.cvcaudit.com

CIRCULATION VERIFICATION COUNCIL

THIS PAGE CONTAINS NO DATA

P.O. Box 31523 • St. Louis, MO 63131 • 314-966-7711 • Fax: 314-822-0666 • Toll Free: 1-800-262-6392 • www.cvcaudit.com

7. Explanatory

PARAGRAPH FIVE

AUDIT PERIOD SUMMARY

AVERAGE NET CIRCULATION: See audit period detail (H).
AVERAGE GROSS DISTRIBUTION: See audit period detail (F).
NET PRESS RUN: See audit period detail (A).

AUDIT PERIOD DETAIL

A. 1. NET PRESS RUN: Average net press run during the audit period indicated. The net press run average does not include press waste, or start-up copies.

B. 1. OFFICE / FILE: Undistributed editions maintained by the publisher for office purposes. Office / File editions do not qualify as controlled, paid, or sponsored distribution.

C. CONTROLLED DISTRIBUTION (NON-PAID): Editions distributed by the publisher free of charge.
1. HOME DELIVERY: Editions delivered by private carrier to single family residences, and/or multi- family residences, and/or businesses.
2. CONTROLLED BULK / DEMAND DISTRIBUTION: Editions distributed to newsracks, newsstands, and/or area retail businesses and available to individual readers. Subject to paragraph 5E returns.
3. MAIL: Editions delivered by United States Postal Service mail to single family residences, and/or multi-family residences, and/or businesses.
4. RESTOCK / OFFICE SERVICE: Editions maintained and distributed by the publisher for restock of newsracks, newsstands, area retail businesses, office deliveries, and advertising purposes during the edition cycle. Subject to paragraph 5E returns.
5. OTHER:

D. PAID DISTRIBUTION: Editions distributed by the publisher through paid subscription or other monetary exchange with individual readers.
1. HOME DELIVERY: Editions distributed by private carrier to paid subscribers in single family residences, and/or multi family residences, and/or businesses.
2. SINGLE COPY: Editions distributed to newsracks, newsstands, and/or area retail businesses and available to individual readers. Subject to paragraph 5E returns.
3. MAIL: Editions delivered by United States Postal Service mail to paid subscribers in single family residences, and/or multi-family residences, and/or businesses.
4. RESTOCK / OFFICE SERVICE: Editions maintained and distributed by the publisher for restock of newsracks, newsstands, area retail businesses, office deliveries, and advertising purposes during the edition cycle. Subject to paragraph 5E returns.
5. OTHER:

E. SPONSORED / VOLUNTARY PAID DISTRIBUTION: Editions distributed by the publisher that are sponsored by a third party monetary exchange.
1. HOME DELIVERY: Editions delivered by private carrier to sponsored subscribers in single family residences, and/or multi-family residences, and/or businesses.
2. SINGLE COPY: Editions distributed to newsracks, newsstands, and/or area retail businesses and available to individual readers on a voluntary pay basis. Subject to paragraph 5E returns.
3. MAIL: Editions delivered by United States Postal Service mail to sponsored subscribers in single family residences, and/or multi-family residences, and/or businesses.
4. RESTOCK / OFFICE SERVICE: Editions maintained and distributed by the publisher for restock of voluntary or sponsored newsracks, newsstands, area retail businesses, office deliveries, and advertising purposes during the edition cycle. Subject to paragraph 5E returns.
5. OTHER:

F. 1. AVERAGE GROSS DISTRIBUTION: Average gross distribution for the audit period indicated. (Total of controlled distribution (A), paid distribution (B), and sponsored distribution (C)).

G. 1. UNCLAIMED / RETURNS: Distributed editions returned to the publisher unsold and/or unclaimed during the edition cycle *(See paragraph 12 for CVC return/unclaimed confirmation.)

H. 1. AVERAGE NET CIRCULATION: Average net circulation for the audit period indicated. (Total of controlled distribution (C), paid distribution (D), and sponsored distribution (E) minus unclaimed / return (G)).

PARAGRAPH SIX (A)

UNIQUE VISITORS: A unique visitor to a website where the user registers or where the user is identified or marked by a cookie, IP address, or other ID that is attached to the browser within the defined cycle. Limitations apply to the measurement of unique visitors. Please see CVC Rules & Regulations for further information.
PAGE VIEWS: The transmittal of a full page contained within the website to the user's browser.

PARAGRAPH SIX (B)

UNIQUE DIGITAL EDITION VISITORS: Unique visitors to a digital edition publication where the user registers or where the user is identified or marked by a cookie, IP address, or other ID, within a defined time period (i.e. day, week or month). A unique visitor counts once within the timescale. A visitor can make multiple visits. Limitations apply to the measurement of unique visitors. Please see CVC Rules & Regulations for further information.
DIGITAL EDITION PAGE VIEWS: Requests for files whose types are defined as pages; transmittals of full pages contained within the digital edition publication to the user's browser. Several page views are expected to be logged per Visit/Session.

8. Average Print Circulation History

YEAR	AUDIT SOURCE	Q1	Q2	Q3	Q4
07/01/09-12/31/09	CVC	No Reporting	No Reporting	14,950	14,950
01/01/07-12/31/07	CVC	14,950	14,950	14,950	No Reporting
10/01/06-12/31/06	CVC	No Reporting	No Reporting	No Reporting	14,950
07/01/03-12/31/03	CVC	-	-	10,975	10,975

9. Distribution by Zip Code (12/24/2009 Edition) Thursday

ZIP CODE	CITY / AREA	COUNTY	HOME DELIVERY	CONTROLLED BULK	MAIL	OFFICE / RESTOCK	TOTAL
90210	Beverly Hills	Los Angeles	6,874	400	0	0	7,274
90211	Beverly Hills	Los Angeles	2,856	60	0	0	2,916
90212	Beverly Hills	Los Angeles	4,270	400	30	60	4,760
TOTAL			14,000	860	30	60	14,950

10. Distribution by County (12/24/2009 Edition) Thursday

COUNTY	CITY / AREA	HOME DELIVERY	CONTROLLED BULK	MAIL	OFFICE / RESTOCK	TOTAL
Los Angeles	Beverly Hills	14,000	860	30	60	14,950
TOTAL		14,000	860	30	60	14,950

11. Verification of Receivership & Readership

Controlled Home Delivery and Mail Distribution

The Circulation Verification Council interviewed residents in the primary market areas indicated in paragraph nine. The purpose was to identify the number of residents who indicate they receive the publication on a regular basis, and further identify the number of residents who read or look through the publication. The interviews took place throughout the audit period between the hours of 5:30 PM-8:30 PM and 10:00 AM-2:00 PM. All respondents identified themselves as 18 or older.

1. Beverly Hills Weekly is distributed regularly in your area. Do you receive Beverly Hills Weekly on a regular basis?

2. (If response to #1 was YES) Do you or someone in your household regularly read or look through Beverly Hills Weekly?

CVC interviews indicate that a sufficient number of households indicated they receive Beverly Hills Weekly on a regular basis to substantiate the publisher's distribution claims.

CVC interviews indicate that 216 of 355 or 60.8% indicate they regularly read or look through Beverly Hills Weekly.

*Households reporting stop delivery requests were excluded from the survey.

The Circulation Verification Council estimates that all the information in this text box has a minimum accuracy level of +/-2.5%.

12. Verification of Distribution

Controlled Bulk / Demand Distribution

The Circulation Verification Council interviewed and/or visited controlled bulk/demand distribution locations chosen randomly from the publication's delivery list. The purpose was to identify the number of locations who indicate they receive the publication on a regular basis, and further verify the number of publications distributed at the beginning of the edition cycle, and the number of editions left unclaimed by readers at the end of the edition cycle.

CVC interviews indicate that 100% of reported controlled bulk drop locations indicated they received Beverly Hills Weekly on a regular basis.

CVC interviews indicate that less than 15% of Beverly Hills Weekly's controlled bulk distributed editions are returned to the publisher unclaimed after the edition cycle.

13. Paid Reporting Analysis

HOME DELIVERY	Basic Rates: N/A
	AVERAGE NUMBER OF SUBSCRIPTIONS
Full Basic Rate	0
Over 75% of basic rate	0
Over 50% of basic rate	0
Under 50% of basic rate	0
MAIL	Basic Rates: $75.00 / 1-Year
	AVERAGE NUMBER OF SUBSCRIPTIONS
Full Basic Rate	30
Over 75% of basic rate	0
Over 50% of basic rate	0
Under 50% of basic rate	0
SINGLE COPY	COVER PRICE: N/A
	AVERAGE WHOLESALE RATE: N/A
OTHER:	

14. Council Audit Statement

Circulation Verification Council (CVC) reviewed the printing, distribution, circulation, and general business records of this publication for the purpose of compiling this information. The review was completed using Council audit procedures considered necessary under the circumstances of the audit in compliance with CVC Rules and Requirements. In our opinion, this report fairly and accurately represents the publication's printing, distribution, and circulation for the period indicated.

CIRCULATION VERIFICATION COUNCIL
www.cvcaudit.com

The current status of this report expires March 31, 2011.

If this report is presented after March 31, 2011 please call the toll-free number listed below.

CIRCULATION VERIFICATION COUNCIL

314/966-7711 or 1/800-262-6392

338 S. Kirkwood Road, Suite 102
St. Louis, MO 63122

Fax: 314/822-0666

Our Data Speaks Volumes

INVOICE

Invoice Number: 2203
Invoice Date: Sep 4, 2009
Page: 1

Duplicate

Bill To:	Ship to:
Beverly Hills Weekly 140 S. Beverly Drive Suite,201 Beverly Hills, CA 90212	

Customer ID	Customer PO	Payment Terms	
Beverly Hills Weekly		Net 15 Days	
Sales Rep ID	**Shipping Method**	**Ship Date**	**Due Date**
	US MAIL		9/19/09

Quantity	Item	Description	Unit Price	Amount
1.00	Circulation Audit	CVC Circulation Audit for 2009	1,825.00	1,825.00

Subtotal	1,825.00
Sales Tax	
Total Invoice Amount	1,825.00
Payment/Credit Applied	
TOTAL	**1,825.00**

Check/Credit Memo No:

Thank You for Choosing CVC, We appreciate your Business...

All accounts over 30 days past due are subject to a 1.5% late fee

CommunityMedia
Corporation
CommunityMedia Print Facility

May 10, 2010

Attention City of Beverly Hills:

Community Media Print Facility has printed the following newspaper and quantity every week including the past year:

Beverly Hills Weekly	15,000

If I can be of further assistance please contact me at extension 224.

Respectfully,

Cecilia Preciado

15005 S. Vermont Ave., Gardena, CA 90247
310-412-0034 310-412-0521 fax

JOHNNY DISTRIBUTION
31 SCOTTSDALE SOUTH
CARSON, CA 90745
(310) 830-5190

May 10, 2010

To Whom it May Concern:

I am manager of Johnny Distribution service. I certify that we are the distribution service for *Beverly Hills Weekly*. We distribute 15,000 copies every Thursday in Beverly Hills.

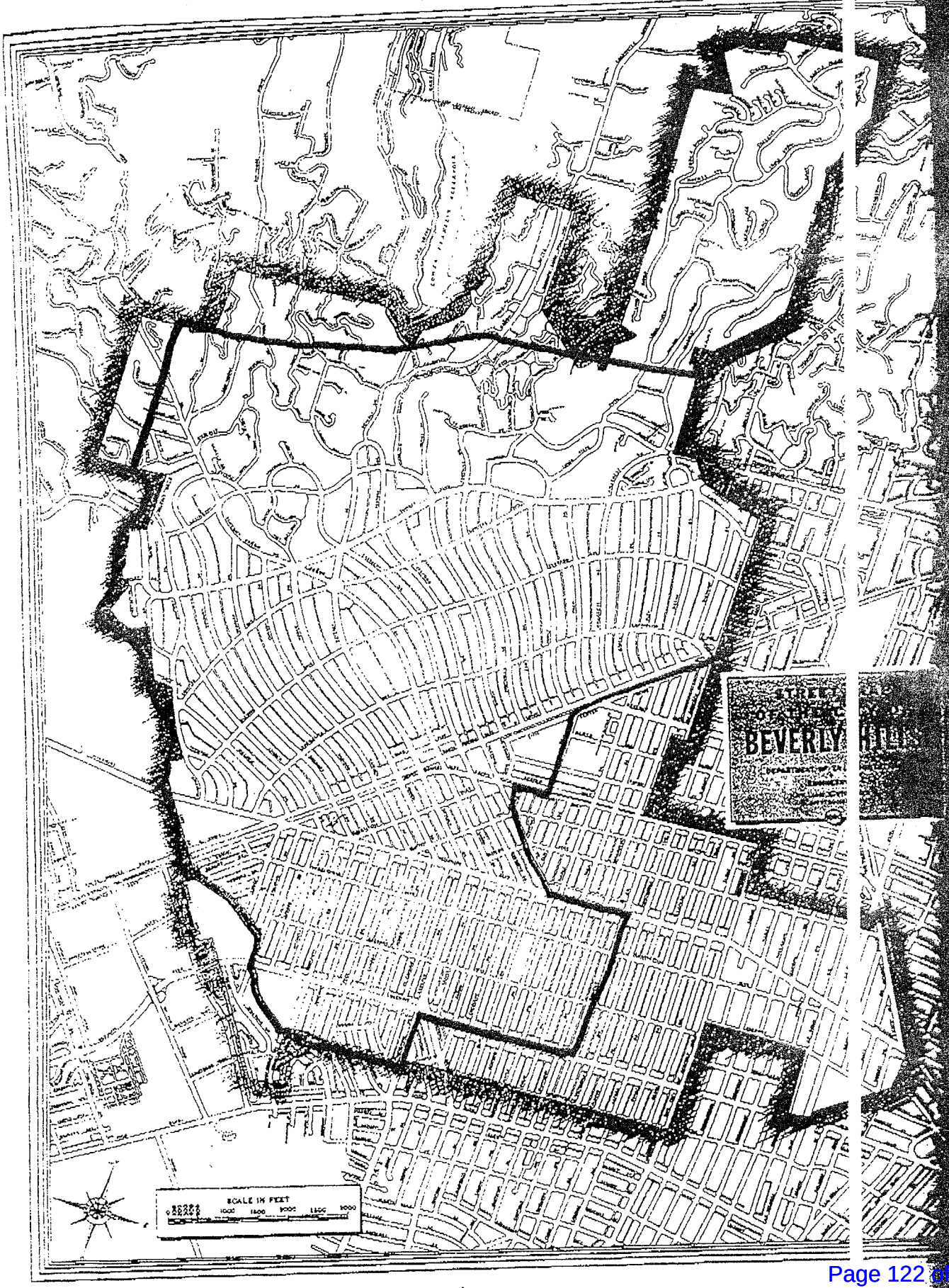
Sincerely,

Irma Gonzalez

Irma Gonzalez
Manager, Johnny Distribution Service

BEVERLY HILLS WEEKLY

DISTRIBUTION MAP



Beverly Hills Weekly drop locations:

Beverly Hills city hall
Beverly Hills public library
Beverly Vista school
El Rodeo school
Hawthorne school
Beverly Hills High School
BHUSD district office
Il Fornaio restaurant
Nate n' Al's restaurant
Roxbury park
La Cienega park
Coffee bean and tea leaf

What's your business fortune?

Standard display ad rate card

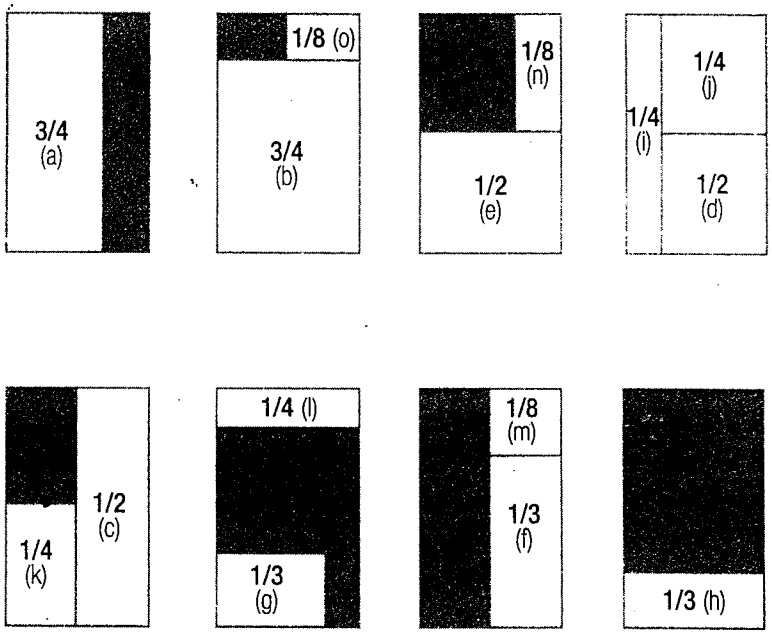
AD RATES

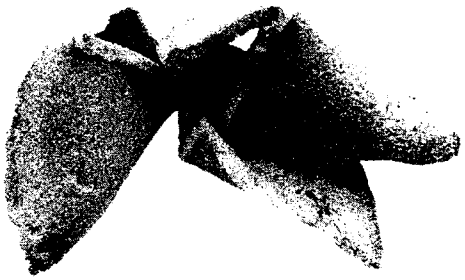
	1 time	8 week	16 week	32 week	52 week
1/8 page	$200	$175	$150	$125	$100
1/3 page	$525	$475	$375	$300	$260
1/4 page	$400	$350	$300	$250	$200
1/2 page	$800	$700	$600	$500	$400
3/4 page	$1200	$1000	$900	$750	$600
Full page	$1600	$1400	$1200	$1000	$800
Back page	$1800	$1600	$1400	$1200	$900
2 page spread	$2300	$2000	$1700	$1400	$1150

DIMENSIONS

Standard sizes and page fractions

SIZE	WIDTH x DEPTH
2 page spread gutter bleed	20.5" x 13"
Full page	10" x 13"
3/4 page (a)	7 7/16" x 13"
3/4 page (b)	10" x 9 5/8"
1/2 page (c)	4 7/8 x 13"
1/2 page (d)	7 7/16" x 8 1/2"
1/2 page (e)	10" x 8 3/8"
1/3 page (f)	4 7/8 x 8 1/2"
1/3 page (g)	7 7/16" x 5 5/8"
1/3 page (h)	10" x 4 3/16
1/4 page (i)	2 5/16 x 13"
1/4 page (j)	4 7/8 x 6 3/8"
1/4 page (k)	7 7/16" x 4 3/18"
1/4 page (l)	10" x 3 1/8"
1/8 page (m)	4 7/8 x 4 1/4"
1/8 page (n)	2 5/16 x 6 3/8"
1/8 page (o)	4 7/8 x 3 1/8"





YOUR AD IN THE BEVERLY HILLS WEEKLY WILL PAY OFF.

Beverly Hills Weekly

In the market to reach the Beverly Hills market? Advertise. 310.887.0788