

**AGREEMENT BETWEEN LEVY COUNTY
and
FLORIDA NEWSPAPERS, LLC, d/b/a CHIEFLAND CITIZEN**

This Agreement is made and entered into by and between LEVY COUNTY, a political subdivision of the State of Florida, P.O. Box 310, Bronson, FL 32621 (hereinafter referred to as "County"), and FLORIDA NEWSPAPERS, LLC, d/b/a CHIEFLAND CITIZEN (hereinafter referred to as "Florida Newspaper"), 624 W. Park Ave, Chiefland, FL 32626, as of this ____ day of _____, 2021.

WITNESSETH:

WHEREAS, County is in need of advertising services in a newspaper of general circulation in the County meeting all statutory requirements for all official public notices and legal advertisements for County and its County departments, and for advertisements by the Levy County Tax Collector of property with delinquent taxes pursuant to s. 12D-13.036, Florida Administrative Code; and

WHEREAS, Section 2-195(b)(1), Levy County Code exempts the acquisition of advertising services for ads or notices required by law or ordinance from competitive procurement procedures; and

WHEREAS, Florida Newspaper provided rates for the advertising services that are needed by County which rates are acceptable to County; and

WHEREAS, County desires to acquire the advertising services for official public notices and legal advertisements for County and its County departments and for advertisements by the Levy County Tax Collector of property with delinquent taxes and Florida Newspaper desires to provide such services in accordance with this Agreement;

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth, County and Florida Newspaper agree as follows:

**ARTICLE 1
TERM/TERMINATION**

1.1 The term of this Agreement will begin on the date this Agreement is executed by the last party to execute, and will continue until September 30, 2021 ("initial term"), unless otherwise terminated in accordance herewith. At the end of the initial term of this Agreement, this Agreement will automatically renew for subsequent annual terms of October 1 through September 1 the following year, unless otherwise terminated in accordance herewith.

1.2 This Agreement may be terminated by County, with or without cause, by written notice to Florida Newspaper of County's intent to terminate. Such termination shall be effective thirty (30) days after receipt by Florida Newspaper of such written notice of intent to terminate. However, no termination for cause will be effective unless Florida Newspaper is first given ten (10) calendar days after receipt of notice of intent to terminate in which to cure the cause for termination.

1.3 This Agreement may be terminated by Florida Newspaper, with or without cause, by written notice to County of Florida Newspaper's intent to terminate. Such termination shall be effective sixty (60) days after receipt by County of such written notice of intent to terminate. However, no termination for cause will be effective unless County is first given ten (10) calendar days after receipt of notice of intent to terminate in which to cure the cause for termination.

1.4 In the event of termination, Florida Newspaper shall be entitled to compensation for any Advertisement (as that term is defined herein) published through the effective date of termination.

ARTICLE 2
FLORIDA NEWSPAPER'S DUTIES/SERVICES

2.1 Florida Newspaper certifies that it meets the requirements of Chapter 50, Florida Statutes, regarding publication of legal notices and advertisements for the County. By way of example, and not of limitation, Florida Newspaper certifies that its newspapers published in the County meet the following qualifications, and commits that it will continue to meet all of the following qualifications throughout the term of this Agreement and any extensions thereof:

(a) Florida Newspaper owns and publishes the newspaper, the *Chiefland Citizen*, which newspaper is published and distributed at least once a week throughout the County, and is available for sale, distribution and circulation to the general public. Florida Newspaper also owns and publishes the newspaper, the *Williston Pioneer*, which newspaper is published and distributed at least once a week throughout the County and is available for sale, distribution and circulation to the general public. The physical plant or business office of Florida Newspaper need not be in located in County if the *Chiefland Citizen* is and remains widely circulated within the County.

(b) The *Chiefland Citizen* and the *Williston Pioneer* each contain at least 25% of their words in the English language.

(c) The *Chiefland Citizen* and the *Williston Pioneer* are each entered or qualified to be admitted and entered as periodicals/second-class matter at a post office in the County.

(d) The *Chiefland Citizen* and the *Williston Pioneer* are each for sale to the public generally, available to the public generally for publication of official or other notices, and

customarily contains information of a public character or of interest or of value to the residents or owners of property in the County or of interest or value to the general public.

(e) The *Chiefland Citizen* and the *Williston Pioneer* each have been in existence for one year prior to the date of this Agreement.

2.2 Florida Newspaper shall provide non-exclusive placement of official public notices, legal advertisements and any other notices or advertisements for County and County departments, pursuant to the provisions contained in this Agreement.

2.3 Florida Newspaper shall provide non-exclusive placement of advertisements of property with delinquent taxes pursuant to the requirements of Chapter 50, Florida Statutes, and Section 12D-13.036, Florida Administrative Code, as either of the same may be amended, and pursuant to the provisions contained in this Agreement.

2.4 Any official public notice, legal advertisement, other notice or advertisement referenced in section 2.2 or 2.3 of this Agreement will individually be referred to hereinafter as an "Advertisement" and collectively referred to hereinafter as "Advertisements."

2.5 For the applicable rate for any Advertisement, Florida Newspaper shall publish the Advertisement in both the *Chiefland Citizen* and the *Williston Pioneer* newspapers, and shall post the Advertisement on the *Chiefland Citizen* website, the *Williston Pioneer* website, and the statewide website pursuant to Section 50.0211, Florida Statutes.

2.6 Florida Newspaper shall be capable of receiving any Advertisement at the offices of the *Chiefland Citizen* for publication or posting via hard copy, facsimile, or in electronic format via email or other electronic transmission vehicle from various County departments or the Levy County Tax Collector, whichever is applicable.

2.7 Florida Newspaper shall provide written acknowledgement/confirmation of any Advertisement submitted, via facsimile or email, to the County department or Levy County Tax Collector, whichever submitted the applicable Advertisement, within two (2) hours after the Advertisement has been faxed or electronically transmitted, but no later than 5:00 p.m. on the same day. If the transmission of an Advertisement is made by a County department or the Levy County Tax Collector after 3:00 p.m., acknowledgement confirmation may be sent by 10:00 a.m. the following business day via facsimile or email.

2.8 Florida Newspaper must publish and post any Advertisement submitted by a County department to Florida Newspaper by noon on a Monday in the editions of the *Chiefland Citizen* and *Williston Pioneer* for the week beginning the Monday the Advertisement is submitted, based on a Monday-Sunday week. Florida Newspaper must public any Advertisement for property with delinquent taxes submitted by the Levy County Tax Collector by noon on a Friday in the editions of the *Chiefland Citizen* and the *Williston Pioneer* for the week following the week the Advertisement is submitted, based on a Monday-Sunday week. Any Advertisement submitted by either a County department or the Levy County Tax Collector must be available to the County department or the Levy County

Tax Collector, whichever is applicable, for proofreading/review in sufficient time to perform such review prior to publication and posting.

2.9 Florida Newspaper must place any Advertisement submitted by a County department or the Levy County Tax Collector in a section of the applicable newspaper(s) specific to the County, if applicable, and where readers might reasonably expect to find legal and official notices. In the event a County department or Levy County Tax Collector, whichever is applicable, directs placement of an Advertisement in a particular section of the applicable newspaper(s), Florida Newspaper shall place the Advertisement in the requested section. In the event any particular Advertisement is required by federal, state, or local statute, ordinance, code, rule or regulation to be placed in a particular section of the applicable newspaper(s), Florida Newspaper shall place such advertisement in the appropriate section. In the event of a conflict between or among the direction from a County department or Levy County Tax Collector, and a federal, state, or local statute, ordinance, code, rule or regulation, the newspaper shall bring such conflict to the attention of the County department or Levy County Tax Collector, whichever is applicable, for resolution.

2.10 Florida Newspaper shall provide affidavits of proof of publication for every Advertisement submitted. Affidavits of proof of publication for each Advertisement shall be delivered to the County Office of the Board of County Commissioners ("BOCC") by hand delivery at 310 School Street, Bronson, Florida, or by U.S. mail at P.O. Box 310, Bronson, FL 32621, so that the affidavit is received by the County BOCC within seven (7) days of publication. Florida Newspaper must submit an affidavit of proof of publication to the County BOCC before an invoice is submitted to the County for the corresponding Advertisement.

2.11 Florida Newspaper shall perform all services and provide all materials in strict accordance with the provisions contained herein. Florida Newspaper shall perform all services pursuant to this Agreement in a professional, workmanlike manner, with such professional care, technical skill, ability and diligence as is required of similar newspaper publishers having the level of skill, expertise and specialized knowledge, as represented to County, both orally and in writing, to be possessed by Florida Newspaper.

2.12 Florida Newspaper shall comply with all federal, state, or local statutes, ordinances, rules, regulations or other requirements regarding legal notices or advertisements and in the provision of services under this Agreement.

2.13 Compliance with Chapter 119, Florida Statutes.

(a) In addition to compliance with any other laws as required by this Agreement, Florida Newspaper shall comply with the public records laws of the State of Florida contained in Chapter 119, Florida Statutes, as the same may be amended. Failure to comply with the provisions of this subsection shall constitute a substantial failure to perform on the part of Florida Newspaper in accordance with the terms of this Agreement. Specifically, but not by way of limitation, Florida Newspaper shall:

(i) Keep and maintain public records required by County to perform the service;

(ii) Upon request by County's custodian of public records, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the services to be provided by Florida Newspaper under this Agreement if Florida Newspaper does not transfer the records to County; and

(iv) Upon completion of the services to be provided under this Agreement, transfer, at no cost, to County all public records in possession of Florida Newspaper or keep and maintain public records required by County to perform the services. If Florida Newspaper transfers all public records to County upon completion of this Agreement, Florida Newspaper shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Florida Newspaper keeps and maintains public records upon completion of this Agreement, Florida Newspaper shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of County.

(b) The definitions contained in Chapter 119, Florida Statutes, apply to terms used in this section, unless alternate or more specific definitions for any such terms are provided in this Agreement.

(c) For purposes of this Agreement, the term "custodian of public records" shall mean the County Coordinator of County, or his/her designee.

(e) IF FLORIDA NEWSPAPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FLORIDA NEWSPAPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

TELEPHONE: (352) 486-5218

E-MAIL: levybocc@levycounty.org

MAILING ADDRESS: P.O. BOX 310, BRONSON, FL 32621

2.14 Florida Newspaper's services provided herein will be non-exclusive. County will be allowed to place any Advertisement in any other newspaper, publication or on-line periodical service that may meet or enhance County's publication or notice needs.

ARTICLE 3
METHOD OF INVOICE AND PAYMENT

3.1 County shall pay to Florida Newspaper the following fees for Advertisements, based on type of Advertisement:

(a) For Advertisements consisting of official public notices, legal advertisements and any other notices or advertisements for County and County departments, County shall pay the fees as follows:

(i) For a line Advertisement (consisting of 6-point type on 6-point body in accordance with Section 50.061(6), Florida Statutes, and minimum column width of 1.5"):

Price per line for first publication: Twenty Cents (\$.20),

Plus (if applicable)

Price per line for any subsequent publication: Seventeen Cents (\$.17).

(ii) For a display Advertisement (consisting of 2 columns wide, 10 inches long, 18-point type in accordance with Section 125.66(4)(b)2., Florida Statutes):

Price per column inch for first publication: Four and 00/100 Dollars (\$4.00),

Plus (if applicable)

Price per column inch for any subsequent publication: Three and 40/100 Dollars (\$3.40).

(b) For Advertisements consisting of advertisements of parcels of property with delinquent taxes pursuant to the requirements of Chapter 50, Florida Statutes, and Section 12D-13.036, Florida Administrative Code, on behalf of the Levy County Tax Collector, County shall pay Ten Dollars and 00/100 (\$10.00) per parcel of property. The Ten Dollar (\$10.00) per parcel fee includes payment for all three required publications and postings for each such parcel.

3.2 For any annual renewal term of this Agreement, Florida Newspaper may propose an increase to any or all of the fees contained in Section 3.1, upon written notice to County of the intent to increase the fees. Notice of a proposal to increase fees for any annual renewal term must be provided at least ninety (90) days prior to the start of the annual renewal term in which the increased fees are proposed to take effect. County may accept or reject any proposed increase in fees and will provide written notice of its acceptance or rejection within thirty (30) days of receipt of notice of the proposed increase. In the event that County rejects any proposed increase in fees, the parties may negotiate a mutually acceptable increase to any fees. County Coordinator is authorized to accept, reject, or negotiate mutually acceptable fees on behalf of County as set forth in this section. Any

increase in fees for any annual renewal term that are accepted or mutually negotiated between the parties will become an amendment to this Agreement.

3.3 Fees for any Advertisement include all of Florida Newspaper's costs for transportation, labor, goods and equipment used in providing services related to publication, posting and providing proofs of publication for any such Advertisement. County will not pay any additional fees or charges in connection with any Advertisement or proof of publication for such Advertisement beyond the fees set forth in Section 3.1.

3.4 As provided in Article 2 hereof, Florida Newspaper must provide an affidavit of proof of publication for an Advertisement before Florida Newspaper may submit an invoice to the County BOCC for the corresponding Advertisement. An invoice for any Advertisement must be submitted directly to the County BOCC at levybocc@levycounty.org.

3.5 Florida Newspaper acknowledges that each invoice must be reviewed and approved by the applicable County department or the Levy County Tax Collector, or a designee. Should the applicable County department or the Levy County Tax Collector, or either of their designee(s), determine that an invoice is not commensurate with services performed, work accomplished or applicable Advertisement requirements, or is otherwise not proper, Florida Newspaper shall adjust the invoice accordingly. However, Florida Newspaper shall be entitled to payment of any portion of an invoice not in dispute.

3.6 Invoices submitted by Florida Newspaper will be subject to, and County shall pay Florida Newspaper's monthly proper invoices in accordance with, Sections 218.70 through 218.80, Florida Statutes, the Florida Local Government Prompt Payment Act.

3.7 In the event budgeted funds which are sufficient for the County to pay the amounts provided for under this Agreement are not available for any upcoming fiscal period, the County shall notify Florida Newspaper of such occurrence and this Agreement shall terminate on the last day of the then current fiscal period without penalty or expense to the County.

ARTICLE 4 CORRECTIONS

4.1 Florida Newspaper shall, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the negligent act, error or omission of Florida Newspaper or any subconsultant or subcontractor engaged by Florida Newspaper under this Agreement. The foregoing shall be construed as an independent duty to correct rather than a waiver of County's rights under any applicable statute of limitations. County review of, approval of, acceptance of, or payment for any of Florida Newspaper's work product, services, or materials shall not be construed to operate as a waiver of any of County's rights under this Agreement, or cause of action County may have arising out of the performance of this Agreement. The provisions of this section shall survive termination of this Agreement.

ARTICLE 5
NOTICES

5.1 Unless otherwise provided in this Agreement, any notice required or permitted to be sent hereunder shall be sent by United States first class mail, postage prepaid, or hand-delivered to the parties at the addresses listed below:

If to County:

County Coordinator
P.O. Box 310
Bronson, FL 32621

If to Florida Newspaper:

Office Manager
c/o Vonnie Lee
624 West Park Ave
Chiefland, FL 32626

ARTICLE 6
NO ASSIGNMENT

6.1 This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Florida Newspaper without the prior written consent of County. Further, no portion of this Agreement may be performed by subcontractors or subconsultants without written notice to and approval of such action by County.

ARTICLE 7
INDEMNIFICATION

7.1 Florida Newspaper shall defend, indemnify and hold harmless County and all of County's officers, agents, employees, and volunteers from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Florida Newspaper, its officers, agents, employees, subcontractors, or volunteers in performance or non-performance of its obligations under this Agreement. Florida Newspaper recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to County when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by County in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida.

This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Florida Newspaper of its liability and obligation to defend, hold harmless and indemnify County as set forth in this section.

Nothing herein shall be construed to extend County's liability beyond that provided in section 768.28, Florida Statutes.

The provisions of this Article shall survive termination of this Agreement.

ARTICLE 8 **INSURANCE**

8.1 Florida Newspaper shall procure and shall continue to maintain, at its sole cost and expense, throughout the term of this Agreement, insurance policies meeting the requirements, and in the coverages and amounts as set out below. Simultaneous with entering into this Agreement, Florida Newspaper shall provide evidence of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, from companies authorized to do business in the State of Florida, and signed by a person authorized by the insurer to bind coverage on its behalf. In addition, Florida Newspaper shall provide County with a certified copy, or copies, of said insurance policies, with all endorsements, upon request. Florida Newspaper shall also provide Certificates of Insurance or other evidence of coverage which is allowed by law to carry an additional named insured, which shows Levy County, a political subdivision of the State of Florida, its elected officials, officers, agents, employees, and volunteers, as additional named insured. Each policy required below shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverages or limits, written notice thereof shall be given to County. Florida Newspaper shall also notify County, in writing, within twenty-four (24) hours after Florida Newspaper's receipt of any notices of expiration, cancellation, non-renewal, or material changes in coverage; and nothing contained herein shall absolve Florida Newspaper of this requirement to provide notice. Each Certificate of Insurance shall be on a standard ACORD form, listing coverages and limits, expiration dates, terms of policies and all endorsements, and shall include the project name on the Certificate. Any and all deductibles to any insurance policy shall be the responsibility of Florida Newspaper. Said insurance coverages procured by Florida Newspaper as required herein shall be considered, and Florida Newspaper agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to County, and that any other insurance, or self-insurance available to County shall be considered secondary to, or in excess of, the insurance coverage(s) procured by Florida Newspaper as required herein.

Coverages and limits for the insurance required herein shall be as follows:

A. **Commercial General Liability**. Commercial general liability insurance shall include products and complete operations performed by Florida Newspaper. This coverage shall

have the following minimum limits: three hundred thousand dollars (\$300,000) per occurrence, combined limit of six hundred thousand dollars (\$600,000), products and completed operations limit of six hundred thousand dollars (\$600,000), fire damage limit of one hundred thousand dollars (\$100,000), and damage to rented property limit of one hundred thousand dollars (\$100,000). Insurance must be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from an explosion, collapse or underground exposures, personal injury and advertising injury.

B. **Commercial Automobile Liability Insurance:** Automobile liability insurance shall cover all automobiles and trucks Florida Newspaper may use in connection with this Agreement. The limit of liability for this coverage shall not be less than three hundred thousand dollars (\$300,000) each accident for property damage and bodily injury. Coverage must include contractual liability and must include all owned, non-owned and hired vehicles.

C. **Workers' Compensation Insurance:** Coverage is to apply for all Florida Newspaper's employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$300,000 each accident, \$300,000 each employee, \$300,000 policy limit for disease.

ARTICLE 9 CONTACT PERSONS

9.1 County hereby appoints County Procurement Coordinator, or his/her successor in function or title as County's contact person for all communications pertaining to the day-to-day conduct of the performance of this Agreement. Upon written notice of such designation to Florida Newspaper, County may designate another County staff person to act as County contact person or perform certain actions or duties on County's behalf.

9.2 Florida Newspaper hereby appoints Melanie Stevens, Business Manager, or his/her successor in function or title as Florida Newspaper's contact person for all communications pertaining to the day-to-day conduct of the performance of this Agreement. Upon written notice of such designation to County, Florida Newspaper may designate another person to act as Florida Newspaper contact person or perform certain actions or duties on Florida Newspaper's behalf.

ARTICLE 10 E-VERIFY

10.1 Florida Newspaper shall utilize the Employment Eligibility Verification Program, the E-Verify Program, through the U.S. Department of Homeland Security, as provided by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, as amended, to verify the employment of all persons hired by Florida Newspaper or any subcontractor during the term of this Agreement or any extensions thereof.

In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed by the other party as a waiver of any subsequent breach.

ARTICLE 11
GOVERNING LAW/VENUE

11.1 This Agreement shall be governed and construed in accordance with Florida law. In the event litigation arises involving the parties in connection with this Agreement, venue for such litigation shall be in Levy County, Florida.

ARTICLE 12
INDEPENDENT CONTRACTOR STATUS

12.1 Florida Newspaper is an independent contractor and is not an employee, servant, agent, partner or joint venturer of the County.

IN WITNESS WHEREOF, the parties hereto have caused the execution of these premises as of the date and year set forth below their signatures.

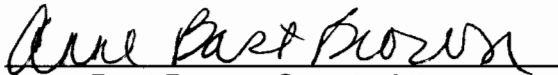
BOARD OF COUNTY COMMISSIONERS
LEVY COUNTY, FLORIDA

John Meeks, Chair
Date: _____

ATTEST: Danny Shipp, Clerk of the
Circuit Court and Ex-Officio Clerk of
the Board of County Commissioners

Danny Shipp, Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


Anne Bast Brown, County Attorney

FLORIDA NEWSPAPERS, LLC, d/b/a
CHIEFLAND CITIZEN

By: _____
Name: _____
Title: _____
Date: _____