

CONTRACT
HYATTSVILLE COMMUNITY NEWSPAPER

THIS CONTRACT (hereinafter "Contract") made this ___ day of September, 2021, between Streetcar Suburbs Publishing Inc., a Maryland corporation, (the "Contractor") and the City of Hyattsville with the principal office at 4310 Gallatin Street, Hyattsville, Maryland, 20781 (the "City").

TERMS

1. The Contractor agrees to print and distribute by U.S. mail once each month a tabloid sized newspaper with its focus primarily on the residents of Hyattsville and its contiguous neighborhoods. The Contractor's newspaper shall be published at the same time each month to be delivered on or before the second (2nd) Wednesday of each month without charge to its recipients, to each address in the City of Hyattsville. Outdoor bulk distribution shall only be at newspaper distribution devices designed for such.
2. The City agrees to purchase three full-color pages of advertising each month in the newspaper, as well as a 2.5-inch promotional advertisement on the front page. Page and advertisement design services will be provided by the Contractor.
3. The Contractor agrees that it will print two of those pages of advertisements as a continuous block in Contractor's newspaper as a two-page center section, "The Hyattsville Reporter," which will be written and edited by the City staff. The Contractor may not change the design template or content of the Hyattsville Reporter without the approval of the Director of Communications and Legislative Services.
4. Additionally, the third purchased page of City advertising will be printed in the Contractor's newspaper, and at least half of it will appear on pages 2, 3, or 4 of the newspaper. The other half can be placed where the Contractor chooses.
5. The contractor agrees to insert up to three four-page reports and one front-page sticker over the course of the contract into the Contractor's newspaper, which shall be printed by the City's vendor in sufficient quantities to insert in each copy of that month's issue and shipped to the Contractor's printer in advance of that issue's production. The contract value for these services is \$1,000, or two-hundred-fifty dollars (\$250.00) per item.
6. The City will provide to Contractor all newsletter and advertising materials in electronic format at least five (5) days in advance of the target delivery date of Contractor's newspaper.
7. The Contractor agrees that The Hyattsville Reporter shall be produced in full color and have its own masthead and be a removable section with a different print font from the rest of the Contractor's newspaper, so that it can be distinguished from the news reporting and more general

advertising portion of the Contractor's newspaper.

8. The City agrees that it will have no influence over the content of the Contractor's newspaper or the advertisements in general. However, the City does have total control of The Hyattsville Reporter. Contractor may make no changes to The Hyattsville Reporter without the approval of the Director of Community Services and will place or insert no advertising or other content in The Hyattsville Reporter removable section.

9. Contract Price. The City shall pay the Contractor two-thousand six-hundred nine dollars (\$2,609.00) minus a credit for past unfulfilled services of two-hundred sixty dollars (\$260.00) for each month that, to the City's satisfaction, the Contractor publishes the advertisements listed above as part of Contractor's newspaper and delivers the entire publication once per month to all residential and commercial addresses in the City, pursuant to this Contract. Additionally, the City shall pay the contractor one-thousand dollars (\$1,000) for the three inserts and one cover sticker. The fee for the sticker and inserts shall be payable in the month upon which services are rendered and at a rate of \$250 per item. The total value of the Contract for the full Fiscal Year 2022 is twenty-nine thousand one-hundred eighty-eight dollars (\$29,188.00).

10. This price includes the following:

- The Hyattsville Reporter - two full-pages, in color, with preferred placement.
- An additional page of advertising, full color, only half of which has preferred placement, on pages 2-4.
- A 2.5-column-inch advertisement in full color, with preferred placement.
- Three four-page centerfold inserts and one front-page sticker, printed and shipped by the City to the Contractor's printer.
- A minimum of 100 copies of the Contractor's newspaper delivered to the City's offices each month.

11. Payment Terms. The City shall pay Contractor only upon satisfactory publication and distribution of The Hyattsville Reporter each month.

12. Submission of Invoice to the City. The City retains the sole right to determine whether the work performed by the Contractor was satisfactory. The invoice by the Contractor shall clearly indicate the edition published. The Contractor shall bill the City once a month. The City shall, upon approval, pay the invoice within thirty (30) days of receipt.

13. Contractor Covenants and Warranties. The Contractor does hereby covenant and agree to furnish all materials, equipment and labor necessary to carry out the work specified in this contract. It shall be at the sole discretion of the City and the City's agents to determine whether the work was performed satisfactorily and in a good and workmanlike manner.

14. The City or Contractor may terminate this contract with or without cause upon written notice to the Contractor with thirty (30) days written notice. The City will owe the Contractor

only for units of work already completed and will not owe the Contractor for overhead or work that has not been done or lost profit. Such written notice shall be sent by regular mail.

15. The Contractor specifically agrees to conform to all provisions of the labor law of the State of Maryland applicable to the employment of labor at the site of the project.

16. The Contractor must carry insurance satisfactory to the City to cover all liabilities and defenses and provide proof of such upon request. Further, the Contractor will defend, indemnify and hold the City harmless from any and all liability, causes of action, costs, expenses, or attorney's fees related to Contractor's work unless such liability, or cause of action, is caused solely by the acts of the City.

17. This is a non-exclusive contract for services and goods. The City reserves the right to use other publications in its sole discretion for its advertising and publication needs. The Contract terms shall terminate on June 30, 2022.

18. This agreement constitutes the entire agreement of the parties hereto. Any modification must be in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Contract and affixed their respective seals the day and year written above.

City of Hyattsville, Maryland

City Administrator

Date

Streetcar Suburbs Publishing Inc.

Representative

Date