

## CONTRACT FOR OFFICIAL COUNTY NEWSPAPER

JULY 1, 2016 – JUNE 30, 2017

**THIS AGREEMENT** is made by and between **KITTITAS COUNTY** ("County") and the **DAILY RECORD**.

**WHEREAS:** Pursuant to RCW 36.72.075, the County advertised for bid proposals from interested qualified legal newspapers to serve as the official county newspaper for the term of one year.

**WHEREAS:** The Daily Record is a legal newspaper published in Ellensburg, Kittitas County, Washington and submitted a bid proposal; and

**WHEREAS:** The Daily Record was the best and lowest responsible bidder, while giving consideration to the question of circulation in awarding the contract, with a view to giving publication of notices the widest publicity; and

**WHEREAS:** The Daily Record has the widest publication for notices and was awarded the contract in Kittitas County Resolution No. 2016-046.

**NOW THEREFORE**, in consideration of the terms and conditions set forth below, the parties **AGREE AS FOLLOWS:**

1. **PURPOSE AND SERVICES TO BE PROVIDED.** The purpose of this Agreement is for the Daily Record to serve as the official county newspaper of Kittitas County for the term of one year, beginning on July 1, 2016 and ending on June 30, 2017.
  - a. The County enters into this Agreement pursuant to the authority of RCW 36.01.010 and 36.72.075.
  - b. County officers shall cause all legal notices, delinquent tax lists and other publications, which the County shall furnish, to be advertised in the Daily Record.
  - c. The County shall pay the Daily Record \$8.65 per column inch (based on a 6 column format) for all legal notice printing.
  - d. The County shall pay the Daily Record \$7.55 per column inch (based on a 6 column format) for display advertising.
  - e. In consideration of the County awarding this contract to the Daily Record to serve as the official county newspaper, the Daily Record will do the following:

- i. The Daily Record shall promptly publish the notices furnished by the County in accord with the County's instructions.
  - ii. Without further cost, the Daily Record shall furnish the required number of Affidavits of Publication to all County officers who submit legal notices, delinquent tax lists and other items for publication. The Affidavits shall be furnished to the County officer no later than three (3) days before the date of hearing set within the legal notice.
2. RECORDS. The Daily Record shall keep adequate records to reflect its publication services rendered to the County, and such records shall be open to the County's inspection and audit. Any documents provided to the County will become County property and thus public information. To the extent required by law, such documents may be subject to public disclosure requirements.
3. COMPLIANCE WITH LAWS. The Daily Record shall comply with all federal, state and local laws, rules, regulations and ordinances applicable to the performance of this Agreement, including but not limited to those governing legal publications found at chapters 36.72 and 65.16 RCW.
4. BOND REQUIRED. The Daily Record shall furnish a Performance Bond in the sum of Ten Thousand Dollars (\$10,000.00) for the faithful performance of this contract within Ten (10) days after the date of notification of award.
5. RELATIONSHIP OF THE PARTIES.
  - a. The parties are independent entities organized under the laws of the State of Washington operating pursuant to the terms and conditions of this Agreement.
  - b. No agent, employee, servant or representative of either party shall be deemed to be an agent, employee, servant or representative of the other party for any purpose, including responsibility for any federal or state tax, industrial insurance or Social Security liability, and employees of the Daily Record are not entitled to any benefits the County provides to County employees.
6. INDEMNIFICATION AND HOLD HARMLESS.
  - a. The Daily Record will be solely responsible for its negligent or wrongful acts or failure to act on the part of its agents, employees, servants, volunteers or representatives during the performance of this Agreement. No liability shall attach to the County by reason of entering into this Agreement except as expressly provided herein.
  - b. The Daily Record shall indemnify, defend and hold harmless Kittitas County, its officers, officials, employees and volunteers from any and all claims, injuries, damages,

losses or suits including attorney fees and costs, including but not limited to any obligations to pay or withhold federal or state taxes or contributions on behalf of the Daily Record or the employees of the Daily Record, arising out of or resulting from the activities undertaken by the Daily Record in meeting its obligations under this Agreement.

7. GOVERNING LAW AND VENUE.

- a. This Agreement shall be governed by the laws of the State of Washington, and venue shall be in Kittitas County, Washington.
- b. If any legal action or other proceeding is brought for enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each party shall pay its own attorney fees and costs incurred in that action, arbitration or proceeding.

8. SEVERABILITY. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability, without affecting the validity or enforcement of the remaining provisions.

9. ENTIRE AGREEMENT. This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.


Dated this 5th day of April 2016.

**THE DAILY RECORD**

By: Danna Markell  
Title: gen manager

ATTEST:

Julie A. Kjorsvik  
Julie A. Kjorsvik, Clerk of the Board

The seal is circular with a double-lined border. The outer ring contains the text "KITITAS COUNTY WASHINGTON" at the bottom and "COUNTY COMMISSIONERS" at the top. In the center, the word "SEAL" is prominently displayed in a large, bold, serif font.

**KITTITAS COUNTY  
BOARD OF COMMISSIONERS**

Obie O'Brien  
Obie O'Brien, Chair

Paul Jewell  
Paul Jewell, Vice Chair

Vacant  
Commissioner, Commissioner

**Approved as to Form:**

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Deputy Prosecutor





Wells Fargo  
Insurance Services USA, Inc.  
CA DOI # ODO8408  
999 Third Avenue  
Suite 4100  
Seattle, WA 98104

Tel: 206 731 1200  
Fax: 206 731 1209

## MEMORANDUM

Pioneer Newspapers, Inc.  
221 First Avenue West  
Suite 405  
Seattle, WA 98119  
206-284-4424

4/12/2016

Principal	Surety	Bond #	Bond Amount	Description
Kittitas County Publishing I LLC dba Daily Record	Fidelity & Deposit	08745697	\$10,000.00	Official County Newspaper of Kittitas County. Resolution No. 2015-061

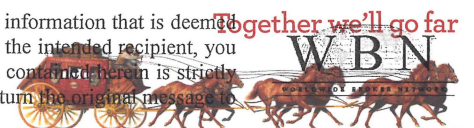
Please find enclosed the revised Renewal Bond as noted above. Please be sure to sign as Principal and review before filing with the Obligee.

Should you have any questions or need anything further regarding these items, please give me a call @ 206-731-1214.

Have a great day!

Simone Frederick  
Account Representative  
Surety Services

Direct: (206) 731-1214  
Fax: (206) 731-1209  
E-mail: [simone.r.frederick@wellsfargo.com](mailto:simone.r.frederick@wellsfargo.com)



Bond No. 08745697

## PERFORMANCE BOND

**KNOW ALL MEN BY THESE PRESENTS:** That we Kittitas County Publishing I LLC dba Daily Record  
401 Main Street Ellensburg WA 98926 , Principal,  
and Fidelity and Deposit Company of Maryland , Surety, are held and firmly bound  
unto Kittitas County Board of County Commissioners  
205 West 5th Avenue, Suite 108 Ellensburg WA 98926 , Obligee,  
in the sum of Ten Thousand Dollars and 00/100

Dollars (\$ 10,000.00 )

for the payment of which we bind ourselves, our legal representative, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Obligee, dated  
for Official County Newspaper of Kittitas County. Resolution No. 2015-061: The Daily Record will faithfully perform the terms of the awarded contract for the term of July 1, 2016 through June 30, 2017.

copy of which contract is by reference made a part hereof.

NOW, THEREFORE, if Principal shall faithfully perform such contract or shall indemnify and save harmless the Obligee from all cost and damage by reason of Principal's failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Signed, sealed, and dated

April 7, 2016

Kittitas County Publishing I LLC dba Daily Record (Seal)  
(Principal)

By  \_\_\_\_\_

\_\_\_\_\_  
(Principal) (Seal)

Fidelity and Deposit Company of Maryland

By  \_\_\_\_\_  
SIMONE R. FREDERICK Attorney-in-Fact

Surety Phone No. 206-731-1200

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Kathleen M. MITCHELL, Debbie LINDSTROM, John DRUMMEY, JR., Scott ALDERMAN, Timothy S. BUHITE and Simone R. FREDERICK, all of Seattle, Washington, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

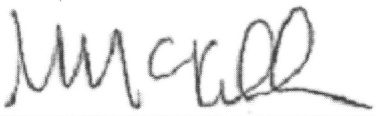
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 26th day of August, A.D. 2015.


**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: 

*Secretary  
Michael McKibben*

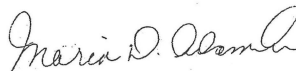


*Vice President  
Thomas O. McClellan*

**State of Maryland  
County of Baltimore**

On this 26th day of August, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and MICHAEL MCKIBBEN, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Maria D. Adamski, Notary Public  
My Commission Expires: July 8, 2019*



## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 7th day of April, 2016.



*Gerald F. Haley*

Gerald F. Haley, Vice President