

**BOARD OF COUNTY COMMISSIONERS  
COUNTY OF KITTITAS  
STATE OF WASHINGTON**

**RESOLUTION**

**NO. 2010- 38**

**TO AWARD CONTRACT FOR THE OFFICIAL COUNTY NEWSPAPER  
-- DAILY RECORD --**

**WHEREAS:** Bids for designation of contract of the official county newspaper were called for and advertised in accordance with RCW 36.72.075; and

**WHEREAS:** Sealed bids were opened on March 22, 2010 at 11:00 a.m. in the Commissioners Auditorium, Room 108, Kittitas County Courthouse, Ellensburg, Washington; and

**WHEREAS:** There was one bid received from the Daily Record; and

**WHEREAS:** RCW 36.72.075 mandates that if the County has two or more qualified newspapers, "The county legislative authority shall let the contract to the best and lowest responsible bidder, giving consideration to the question of circulation in awarding the contract, with a view to giving publication of notices the widest publicity;"and

**NOW, THEREFORE BE IT RESOLVED:** That the Kittitas County Board of Commissioners hereby awards the contract for designation of Official County Newspaper to the **DAILY RECORD** for the term July 1, 2010 through June 30, 2011 for the following bid quote:

Legal Advertisement:	Based on a 6 column format: \$8.50 per column inch
Display Advertisement:	Based on a 6 column format \$7.45 per column inch

**CONTRACT FOR OFFICIAL COUNTY NEWSPAPER**  
**JULY 1, 2010 – JUNE 30, 2011**

**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, 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. 2010- 38.

**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, 2010 and ending on June 30, 2011.
  - 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 \$8.50 per column inch (based on a 6 column format) for all legal notice printing, and \$7.45 per column inch (based on a 6 column format) for display advertising.
  - d. 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 10th day of April 2010.

**THE DAILY RECORD**

By: \_\_\_\_\_

Title: \_\_\_\_\_



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

Approved as to Form: \_\_\_\_\_

\_\_\_\_\_  
Deputy Prosecutor

Contract for Official County Newspaper  
July 1, 2010-June 30, 2011

**KITTITAS COUNTY  
BOARD OF COMMISSIONERS**

Mark McClain  
Mark McClain, Chair

Paul Jewell  
Paul Jewell, Vice Chair

Alan Crankovich  
Alan Crankovich, Commissioner

# DAILY RECORD

*Seriously Local* since 1909

February 17, 2010

Kittitas County Commissioners  
Attn: Julie A. Kjorsvik, Clerk of the Board  
Kittitas County Courthouse  
205 West 5<sup>th</sup> Suite 108  
Ellensburg, WA. 98926

The Daily Record is pleased to submit this bid to contract as the official county newspaper for Kittitas County for the term of one year commencing July 1, 2010 and ending June 30, 2011:

- 1.) Legal Advertising -based on a 6 column format:      \$8.50 per column inch.**  
(Note: The Daily Record converted from a 9 column legal to a 6 column format in 2009.)
- 2.) Display Advertising, based on a 6 column format:      \$7.45 per column inch.**  
(Note: This rate pertains to advertising placed in the main section of the newspaper, which could include special, primary and general election notices.)

The above rates are substantially lower than our national advertising rates extended to all general advertisers and advertising agencies, as noted on our published rate card. As a Monday-Saturday newspaper, we are able to publish legal notices in a timely fashion to help facilitate county business. Our deadline for placing legals is 1:00 p.m. two business days prior to publication. In emergency cases or special circumstances, that deadline may be amended.

If awarded this contract, we will be happy to furnish a performance bond in the sum of \$10,000 and follow the additional requirements as set forth in the contract agreement.

We thank you for the opportunity to bid on this contract.

Respectfully,



Matt Davison  
Publisher- The Daily Record  
(509) 925-1414  
401 N. Main St. Ellensburg, WA 98926  
[mdavison@kvnews.com](mailto:mdavison@kvnews.com)  
[www.dailyrecordnews.com](http://www.dailyrecordnews.com)

Tyler Miller  
Advertising Director- The Daily Record  
(509) 925-1414  
401 N. Main St. Ellensburg, WA 98926  
[tmiller@kvnews.com](mailto:tmiller@kvnews.com)  
[www.dailyrecordnews.com](http://www.dailyrecordnews.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 , Obligees,  
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 Obligees, dated  
for Official County Newspaper of Kittitas County. Resolution No. 2010-38: The Daily Record will faithfully  
perform the terms of the awarded contract for the term of July 1, 2010 through June 30, 2011.

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 Obligees 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 20, 2010

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

By 

(Seal)  
(Surety)

Fidelity and Deposit Company of Maryland

By 

John Drummey Jr.

Attorney-in-Fact

**Power of Attorney**  
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by THEODORE G. MARTINEZ, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Linda PAWLAK, David J. BUELOW, Robert J. WELER and John DRUMMEY, JR., 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 Company, 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 Company at its office in Baltimore, Md. in their own proper persons. This power of attorney revokes that issued on behalf of Linda PAWLAK, David J. BUELOW, Robert J. WELER, Kirsten RASMUSSEN, dated June 29, 2007.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 15th day of July, A.D. 2009.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Gregory E. Murray*

By:

*Theodore G. Martinez*

*Gregory E. Murray Assistant Secretary*

*Theodore G. Martinez*

State of Maryland } ss:  
City of Baltimore }

On this 15th day of July, A.D. 2009, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

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



*Constance A. Dunn*

*Constance A. Dunn*

*Notary Public*

My Commission Expires: July 14, 2011