

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

RESOLUTION

NO.: 2019- 0106

**TO AWARD A 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, 2019 at 11:00 a.m. in the Kittitas County Courthouse 205 West 5th Avenue, Room 108, Ellensburg, Washington; and

WHEREAS: Two bids were received from the Daily Record and the Northern Kittitas County Tribune; 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 or 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, 2019 through June 30, 2020 for the following bid quote:

Legal Advertising – Based on a 6 column format: \$8.73 per column inch.

Display Advertising – Based on a 6 column format: \$7.62 per column inch.

ADOPTED this 2nd day of April 2019.

**BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON**


Cory Wright, Chairman


Brett Wachsmith, Vice-Chairman

ABSENT


Laura Osiadacz, Commissioner




Julie A. Kjorsvik

**CONTRACT FOR OFFICIAL COUNTY NEWSPAPER
JULY 1, 2019 – JUNE 30, 2020**

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. 2019- 01010

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, 2019 and ending on June 30, 2020.
 - 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 \$8.73 per column inch (based on a 6 column format) for all legal notice printing.
 - d. The County shall pay the Daily Record \$7.62 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 2nd day of April 2019.

THE DAILY RECORD

By: [Signature]
Title: General Manager

**KITTITAS COUNTY
BOARD OF COMMISSIONERS**

[Signature]

Cory Wright, Chair

[Signature]

Brett Wachsmith, Vice Chair

ABSENT


Laura Osiadacz, Commissioner

Approved as to Form:

Deputy Prosecutor

ATTEST:

[Signature]
Julie A. Kjorsvik, Clerk of the Board



**PERFORMANCE BOND
Annual Form**

**Travelers Casualty and Surety Company of America
Hartford, CT 06183**

Bond No. 106185890

KNOW ALL BY THESE PRESENTS, That we Daily Record, as Principal, and Travelers Casualty and Surety Company of America, of Connecticut, authorized to do business in the State of Washington, as Surety, are held and firmly bound unto Kittitas County, Washington, as Obligee, in the maximum penal sum of Ten Thousand and No/100 Dollars (\$10,000.00), lawful money of the United States of America, for which payment well and truly to be made we bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by this Bond.

WHEREAS, the Principal has entered, or is about to enter, into a written agreement with the Obligee to perform in accordance with the terms and conditions of the Official County Newspaper, Resolution No. 2019-066, (hereinafter referred to as the Contract), said Contract is hereby referred to and made a part hereof;

NOW, THEREFORE, the condition of this obligation is such that if the above named Principal, its successors and assigns, shall well and truly perform its obligations as set forth in the above mentioned Contract, then this Bond shall be void; otherwise to remain in full force and effect pursuant to its terms.

Notwithstanding anything to the contrary in the Contract, the Bond is subject to the following express conditions:

1. Whereas, the Obligee has agreed to accept this Bond, this Bond shall be effective for the definite period of July 1, 2019 to June 30, 2020. The Bond may be extended, at the sole option of the Surety, by continuation certificate for additional periods from the expiry date hereof. However, neither: (a) the Surety's decision not to issue a continuation certificate, nor (b) the failure or inability of the Principal to file a replacement bond or other security in the event the Surety exercises its right to not renew this Bond, shall itself constitute a loss to the Obligee recoverable under this Bond or any extension thereof.
2. The above referenced Contract has a term ending June 30, 2020. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, this Bond shall not be extended beyond June 30, 2020, unless earlier nonrenewed pursuant to paragraph 1 above.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless such claim, action, suit or proceeding is brought or instituted upon the Surety within one year from termination or expiration of the bond term.
4. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, the liability of the Surety shall not be cumulative in amounts from period to period and shall in no event exceed the amount set forth above, or as amended by rider.
5. Any notice, demand, certification or request for payment, made under this Bond shall be made in writing to the Surety at the address specified below. Any demand or request for payment must be made prior to the expiry date of this Bond.

Surety Address: Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183
Attn: Bond Claim

6. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this Bond and as described in the underlying Contract, then the terms of this Bond shall prevail.

SIGNED, SEALED AND DATED this 10th day of April, 2018.

By: Daily Record  _____, Principal
Travelers Casualty and Surety Company of America
By:  _____, Attorney-in-Fact
Jennifer Winters



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Jennifer Winters** of **Lubbock Texas**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, **2017**.



State of Connecticut

City of Hartford ss.

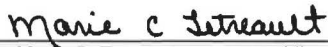
By: 
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, **2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

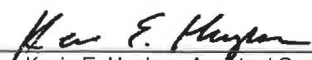
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **10th** day of **April**, **2019**




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**