

RESOLUTION NO. 1377

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON, COLUMBIA COUNTY, WASHINGTON DESIGNATING DAYTON CHRONICLE AS THE CITY'S OFFICIAL NEWSPAPER OF RECORD FOR THE TERM JUNE 14, 2019 THROUGH JUNE 13, 2020 AS REQUIRED BY LAW OF ORDINANCES AND OFFICIAL NOTICES.

WHEREAS, the City of Dayton ("City") is required by Chapter 65.16 RCW to designate its official newspaper for publication of ordinances and other legal notices as required by law to be published; and

WHEREAS, the City is required by RCW 35A.40.210 to advertise for bids for legal publication services on an annual basis; and

WHEREAS, the City issued an Advertisement for Bids for Official Newspaper Services for 2019 - 2020 on May 16, 2019, to be submitted no later than 10:00 a.m. on June 4, 2019, and

WHEREAS, the City received one bid from "Dayton Chronicle"; and

WHEREAS, in awarding the official newspaper services, the City Council shall let the contract to the lowest, responsible bidder.

WHEREAS, upon the receipt of one bid, it has been determined that *Dayton Chronicle* is the lowest, responsible bidder.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, DO HEREBY RESOLVE as follows:

Section 1. That the Mayor is hereby authorized to execute on behalf of the City of Dayton an Agreement for Official Newspaper of Record Services with 2Over Publishing, LLC, dba *Dayton Chronicle*, in the form attached hereto as Attachment "A".

Section 2. That the Mayor or designee, is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

Section 3. That this resolution shall take effect and be in full force upon passage and signatures hereon.

Dated and Signed this 12th day of JUNE, 2019.

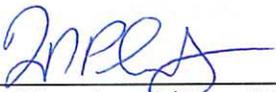
CITY OF DAYTON


Zac Weatherford, Mayor

ATTEST:


Trina Cole, City Administrator

Approved as to form:


Quinn Plant, City Attorney

**PROFESSIONAL SERVICES AGREEMENT
TO PROVIDE OFFICIAL NEWSPAPER OF RECORD SERVICES FOR THE
CITY OF DAYTON AS REQUIRED BY LAW OF ORDINANCES AND
OFFICIAL NOTICES.**

This agreement made and entered into, by and between the CITY OF DAYTON, a Municipal Corporation of the State of Washington, doing business at 111 S. First Street, Dayton, Washington, hereinafter referred to as "City", and 2Over Publishing, LLC, dba as Dayton Chronicle, hereinafter referred to as "Provider", a state of Washington, LIMITED LIABILITY CORP, doing business at 163 E. Main Street, Dayton, WA 99328.

WITNESSETH:

WHEREAS, the purpose of this contract is to provide official newspaper of record services for the City of Dayton as required by law of ordinances and official notices;

WHEREAS, this Provider was selected through an Advertisement for Bids process and approved on June 4, 2019;

WHEREAS, funds for the official newspaper of record services are authorized through the City's Current Expense Fund;

WHEREAS, City and Provider desire to enter into an agreement to perform the said specific services; and,

WHEREAS, the specific services are required by law and in furtherance of the City's and the public's interests.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. **Purpose:** To provide official newspaper of record services for the City of Dayton as required by law of ordinances and official notices.
2. **Service Cost.** Provider's bid at a rate of \$32.65 per 100 words, for both first and subsequent insertions in Provider's standard public notice format of 10-point Sans Serif font on 11-point leading, justified in a 1.66" column, including sales tax, was accepted by City on the 4th day of June, 2019.
3. **Timeline.** The term of this agreement shall be June 14, 2019 – June 13, 2020.
4. **Scope of Work.** Provider agrees: 1) To regularly profile city of Dayton activities, issues, events and other stories of interest; 2) Provide one original affidavit of publication for each legal publication submitted by the City; and 3) Supply confirmation of receipt notices submitted for legal publications.

5. General Conditions.

- a. Compliance with Federal, State and Local Laws. Provider agrees to abide by all applicable federal and state statutes and regulations prohibiting employment discrimination, unfair practices and any other statutes and regulations pertaining to the subject matter of this Agreement.
- b. Indemnification. Provider agrees to be responsible for and assumes liability for its own negligent acts or omissions, and those of its officers, agents, officials, employees or volunteers in the performance of work pursuant to this agreement to the fullest extent provided by law, and agrees to save, indemnify, defend and hold the City harmless from any such liability. This indemnification clause shall apply to any and all causes of action arising out of performance of work under this agreement. The provisions of this section shall survive the expiration or termination of this agreement with respect to any event occurring prior to expiration or termination.
- c. Severability. If any phrase, sentence or provision of this agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the remainder of this agreement, and to this end the provisions of this agreement are declared to be severable.
- d. Attorneys' Fees. Should any party be the substantially prevailing party in a lawsuit to enforce any of the terms of this agreement then the substantially prevailing party shall be entitled to reimbursement from the other party its reasonable costs, expenses, attorneys' fees and expert witness fees, including such costs, expenses and fees incurred in any appeal.
- e. Assignment. No party to this Agreement may assign its rights or obligations arising from this Agreement, in whole or in part, without the prior written consent of the other party
- f. Entire Agreement. This document contains all covenants, agreements and stipulations of the parties on the subject matter expressed herein. No changes, amendments or modifications of the terms of this agreement shall be valid unless reduced to writing and signed by the duly authorized representatives of both parties as an amendment to this agreement.
- g. Disputes. The laws of Washington State shall govern this Agreement. Venue for any action under this Agreement shall be in Columbia County, Washington.
- h. Waiver. The failure of any party to insist upon strict performance of any of the covenants or conditions of this Agreement in any one or more instances shall not be construed as a waiver of relinquishment for the future of any such covenants or conditions, but the same shall be and remain in full force and effect.

IN WITNESS WHEREOF, City and Provider caused this agreement to be executed this 12th day of JUNE, 2019.

City of Dayton

Dayton Chronicle

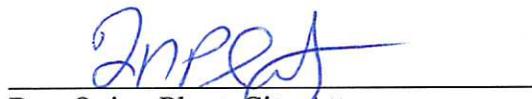

By: Zac Weatherford, Mayor


By:

Attest:


Trina Cole, City Administrator

Approved as to form:


By: Quinn Plant, City Attorney

