

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

RESOLUTION

NO.: 2021-056

**TO AWARD A CONTRACT FOR THE OFFICIAL COUNTY NEWSPAPER
NORTHERN KITTITAS COUNTY TRIBUNE**

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 due and to be opened on Thursday March 25, 2021 at 2:00 p.m. in the Board of County Commissioners Office, Kittitas County Courthouse 205 West 5th Avenue, Room 108, Ellensburg, Washington; and

WHEREAS: One bid was received from the Northern Kittitas County Tribune via USPS on March 18, 2021 and another sealed bid was hand delivered by the Daily Record on March 26, 2021 at 10:25 a.m. after the deadline to accept sealed bids; and

WHEREAS: There was only one bid received prior to the 2:00 p.m. March 25, 2021 deadline; and

NOW, THEREFORE BE IT RESOLVED: that the Kittitas County Board of Commissioners hereby awards the bid and contract for designation of Official County Newspaper to the Northern Kittitas County Tribune for the term July 1, 2021 through June 30, 2022 for the following bid quote:

\$10.00 per column inch for First insertion date.

\$ 9.00 per column inch for Subsequent insertions of the same legal notice.

Legal Notice Single Column Width Measurers 1.67-inches with 6-columns across per page.

ADOPTED this 6th day of April 2021.

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



Brett Wachsmith, Chairman

ABSENT

Laura Osiadacz, Vice-Chairman



Cory Wright, Commissioner

ATTEST:

Julie A. Kjorsvik

Julie A. Kjorsvik, Clerk of the Board



CONTRACT FOR OFFICIAL COUNTY NEWSPAPER
JULY 1, 2021 – JUNE 30, 2022

THIS AGREEMENT is made by and between **KITTITAS COUNTY** (“County”) and the **NORTHERN KITTITAS COUNTY TRIBUNE**.

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 **Northern Kittitas County Tribune** is a legal newspaper published in Ellensburg, Kittitas County, Washington and was the only one who submitted a timely bid proposal; and

WHEREAS: The **Northern Kittitas County Tribune** was the sole bidder who responded before the deadline of Thursday March 25, 2021 at 2:00 p.m. and was awarded the contract in Kittitas County Resolution No. 2021-056.

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 **Northern Kittitas County Tribune** to serve as the Official County Newspaper of Kittitas County for the term of one year, beginning on July 1, 2021 and ending on June 30, 2022.
 - 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 **Northern Kittitas County Tribune**.
 - c. The County shall pay the **Northern Kittitas County Tribune** \$10.00 per column inch for the First insertion date for legal notice publications (legal notice single-column width measures 1.67-inches with 6-columns across the page).
 - d. The County shall pay the **Northern Kittitas County Tribune** \$9.00 per column inch for Subsequent insertions of the same legal notice.
 - e. In consideration of the County awarding this contract to the **Northern Kittitas County Tribune** to serve as the Official County Newspaper, the **Northern Kittitas County Tribune** will do the following:

- i. The **Northern Kittitas County Tribune** shall promptly publish the notices furnished by the County in accord with the County's instructions.
 - ii. Without further cost, the **Northern Kittitas County Tribune** 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 **Northern Kittitas County Tribune** 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 **Northern Kittitas County Tribune** 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 **Northern Kittitas County Tribune** 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 **Northern Kittitas County Tribune** are not entitled to any benefits the County provides to County employees.
6. INDEMNIFICATION AND HOLD HARMLESS.
 - a. The **Northern Kittitas County Tribune** 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 **Northern Kittitas County Tribune** 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 **Northern Kittitas County Tribune** or the employees of the **Northern Kittitas County Tribune**, arising out of or resulting from the activities undertaken by the **Northern Kittitas County Tribune** 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 ^{7th} 6th day of April 2021.

NORTHERN KITTITAS COUNTY TRIBUNE **KITTITAS COUNTY
BOARD OF COMMISSIONERS**

By: Jana E. Stoner
Title: Publisher

[Signature]
Brett Wachsmith, Chair

ABSENT

Laura Osjadacz, Vice Chair
[Signature]
Cory Wright, Commissioner

Approved as to Form:

ATTEST:

Deputy Prosecutor

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

Contract for Official County Newspaper
July 1, 2021-June 30, 2022



April 13, 2021

Kittitas County Commissioners
205 W. 5th Ave., Suite 108
Ellensburg, WA 98926

“Official County Newspaper” Bid for 2021-22

To: Clerk of the Kittitas County Board of Commissioners

Thanks for the good news about our being awarded the Official Newspaper of Kittitas County for the upcoming 2021-22 cycle. Enclosed is our signed contract. We will get the Bond Certificate to you once we receive it from our insurance agents office.

Thank you for the opportunity; we greatly appreciate it.

Jana E. Stoner, publisher
jana@nkctribune.com

RECEIVED

APR 15 2021

1st
KITTITAS COUNTY BOARD OF COMMISSIONERS

Upper Kittitas County's Independent Voice Since 1953

P.O. Box 308 • Cle Elum, WA 98922 • 807 W. Davis St., suite 101A
509-674-2511 phone • 509-674-5571 fax • tribune@nkctribune.com e-mail