

RESOLUTION NO. 1344

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, 2018 THROUGH JUNE 13, 2019 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 2018 - 2019 on May 10, 2018, to be submitted no later than 10:00 p.m. on June 4, 2018, and

WHEREAS, the City received one bid from the "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 the "Dayton Chronicle" is the lowest, responsible bidder.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, DOES 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 Exhibit "A."

Section 2. That the Mayor or his 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 13TH day of JUNE, 2018.

CITY OF DAYTON



CRAIG GEORGE, MAYOR

ATTEST:



Trina Cole, City Clerk

**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, 2018;

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,

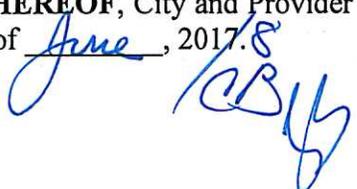
WHEREAS, the specific services are required by law and in furtherance of the City's and the public's interests.

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 \$32.25 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, 2018.
- 3. Timeline.** The term of this agreement shall be June 14, 2017 – June 13, 2018.
- 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 14th day of June, 2017¹⁸

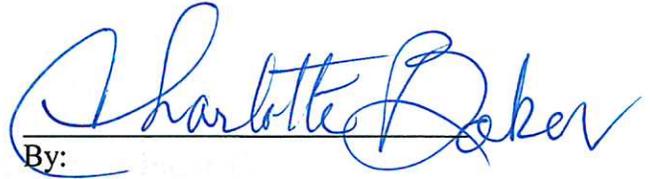


City of Dayton



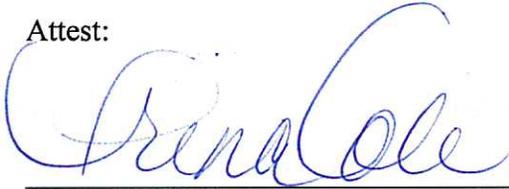
By: Craig George, Mayor

Dayton Chronicle



By:

Attest:



Trina Cole, City Administrator



Approved as to form:
Menke Jackson Beyer, LLP



By: Quinn Plant, City Attorney

LEGAL NOTICE
CITY OF DAYTON, WA
Advertisement for Bids
Official Newspaper Services for 2018 -2019

By this notice, the City of Dayton, Columbia County, WA is soliciting the interest of qualified newspapers to serve as the City's official newspaper.

Bid Requirements:

- 1) Must meet all qualifications defined by RCW 65.16.020 and provide adequate documentation as such.
- 2) Must be able to provide one original affidavit of publication for each legal publication submitted by the City. Affidavit must be in accordance with provisions of Chapter 65.16 RCW.
- 3) Rates for legal notices shall be in conformance with RCW 65.16.091.

Contract Period:

The bid rates *may not* be changed from date of bid submission deadline (June 4, 2018), and shall apply for a period of one (1) year beginning June 14, 2018 through June 13, 2019.

Submittal Requirements:

- 1) Submit bid with proposed cost for legal notice publication per 100 words in newspaper's standard format for the first insertion and cost of publication per 100 words for any subsequent publication.
- 2) Include cost for providing certified affidavit of publication.
- 3) Include statement of qualifying circulation, and statement of intent to comply with all bid requirements.
- 4) Submit proposals by 10:00 a.m., Monday, June 4, 2018, to the City of Dayton, 111 S. 1st Street, Dayton, WA 99328 in a sealed envelope. Envelope must clearly express, "City of Dayton, WA, Advertisement for Bids, 2018 – 2019 Official Newspaper Services".
- 5) Facsimile and email copies of bid proposals *will not* be accepted.

Award Criteria:

To be eligible for award, all bidders' publications shall meet all requirements of Chapter 65.16 RCW and the bid and submittal requirements as stated in this Advertisement for Bids.

The City reserves the right to reject any and all bids and to waive minor irregularities in the bidding process. The City is only authorized to award a contract to the lowest responsible bidder (RCW 35.23.352).

Dated this 3rd day of May, 2018.

City of Dayton by:

Trina Cole, City Administrator

Published: *Dayton Chronicle*, May 10, 2018

Dayton Chronicle

163 E. Main Street 509-382-2221 Dayton, Washington 99328

Loyal and Charlotte Baker, Publishers

June 1, 2018

The Honorable Craig George
Mayor
Dayton City Council
City of Dayton
111 South 1st Street
Dayton, WA 99328

Dear Mayor George and the Dayton City Council,

We submit this bid for the contract to serve as the City of Dayton's official newspaper of record for the 2018-2019 term (June 14, 2018-June 13, 2019).

The Dayton Chronicle is published once per week and is qualified as an adjudicated newspaper in Columbia County as defined by RCW 65.16.020, (see attached ORDER).

The Chronicle's paid circulation in the 99328 Zip Code is 420 households. Vendors sell an average of 114 newspapers per week, bringing the total weekly distribution to 535 newspapers.

The Dayton Chronicle regularly profiles City of Dayton activities, issues, events and other stories of interest. No other community competes with Dayton and Columbia County for coverage in the Chronicle.

The Dayton Chronicle intends to comply with all bid requirements.

We agree to provide one original affidavit of publication for each public notice submitted, at no additional cost, and will provide confirmation of receipt of faxes or emails for public notices.

The Dayton Chronicle bids \$32.25 for both first and subsequent insertions, per 100 words in our standard public notice format of 10-point Sans Serif font on 11-point leading, justified in a 1.66" column.

Sincerely,



Loyal and Charlotte Baker
Publishers

Enclosures

9537

FILED

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF COLUMBIA

MAR 29 1957

OLIVE KITTERMAN
COLUMBIA COUNTY CLERK

No. 9537

ORDER

In the Matter of the Change of name of:)
THE CHRONICLE DISPATCH,)
A legal newspaper of Columbia)
County, Washington.)
-----)

This matter coming on regularly for hearing upon the petition of Pat O'Neil and Hugh O'Neil, editors and publishers of The Chronicle Dispatch, legal newspaper in and for the County of Columbia, State of Washington, said petition praying that the Court approve the change of name for said newspaper to Dayton Chronicle; that said newspaper under the changed name be approved as a legal newspaper in and for said County.

NOW THEREFORE, IT IS ORDERED that the name Dayton Chronicle be substituted for The Chronicle Dispatch; that this change be approved as of April 4, 1957, at which time the first issue of the newspaper under the name Dayton Chronicle shall first appear and be published.

IT IS FURTHER ORDERED AND DECREED that the change of name herein authorized shall not constitute the establishment of a new or other legal publication, but shall be deemed a continuation of the old authorized legal publication under a new name.

IT IS FURTHER ORDERED that any legal publications or notices being run in said newspaper before or after the time of the authorized change of name shall require no other or further posting or publication than if said change of name had not been authorized.

IT IS FURTHER ORDERED that the Clerk of the Court post a copy of this Order in a conspicuous place in her office as provided by R.C.W. 65.16.070.

DATED this 27th day of March, 1957.

Walter L. Jordan
JUDGE

Presented by:
DYAR & HUBBARD

By: *Walter L. Hubbard*

RECORDED IN VOL. 10 PAGE 57