

OFFICIAL NEWSPAPER AGREEMENT

This Agreement, made and entered into this, the 5th day of October 2021, by and between the **City of Dripping Springs**, Texas (hereinafter referred to as the “City”) and **Dripping Springs Century News** (hereinafter referred to as “Contractor”), is understood and agreed to be as set forth herein:

- 1. Description of Services:** In accordance with Chapter 52 of the Texas Local Government Code, the City has selected the Contractor to be its official newspaper. The City shall publish in its official newspaper each ordinance, notice, or other matter required by law or ordinance to be published. Tex. Loc. Gov’t Code § 52.004. The City and Contractor agree to the following:
 - (a) Contractor shall deliver affidavits of all published items submitted by the City of Dripping Springs to City Hall via mail, in person, or other electronic means as appropriate.
 - (b) Contractor shall conduct business in good faith displaying professionalism and a courteous manner in dealings with the staff, citizens, and customers of the City.
 - (c) Contractor will report to the City Administrator and City Secretary, verbally or in writing, any conflicts between Contractor and any citizen or customer in the course of performing said duties and responsibilities.
 - (d) Contractor shall maintain complete and accurate records of work performed for the City. Contractor shall manage both public and confidential records that the Contractor obtains pursuant to this Agreement with the understanding that some records may be subject to state open records laws. Contractor shall comply with the City’s public information policies.
 - (e) Performs other related duties as needed.
- 2. Payment for Services:** The City will compensate the Contractor in accordance with the fee structure contained in the Contractor’s submission included as *Attachment “A”*. The Contractor shall invoice the City in accordance with *Attachment “A”*. Any charge that is in excess of the costs attached shall not be paid by the City.
- 3. Duration:** This Agreement shall be in effect until the end of the 2020-2021 Fiscal Year, or September 30, 2021, after which time the City Council of the City of Dripping Springs is required by Texas Local Government Code Chapter 52 to adopt an official municipal newspaper.
- 4. Termination:** Either party may terminate this Agreement by a thirty (30) day written notice.

- 5. Relationship of Parties:** It is understood by the parties that the Contractor is an independent contractor with respect to the City and not an employee of the City. The City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of the Contractor.
- 6. Employees:** Contractor employees, if any, who perform services for the City under this Agreement shall also be bound by the provisions of this Agreement. At the request of the City, the Contractor shall provide adequate evidence that such persons are the Contractor's employees.
- 7. Mandatory Disclosure:** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Agreement, the Contractor has submitted to the City a copy of the Conflict of Interest Questionnaire (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176). The Contractor must also file a 1295 Certificate, as required by the Texas Ethics Commission, and submit it to the City. The form may be found here: <https://www.ethics.state.tx.us/filinginfo/QuickFileAReport.php>.
- 8. Indemnification:** The Contractor agrees to indemnify and hold the City harmless from all claims, losses, expenses, fees, including attorney's fees, costs, and judgements that may be asserted against the City that result from acts or omissions of the Contractor, its employees if any, and the Contractor's agents.
- 9. Assignment:** The Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the City.
- 10. Notice:** All notices required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States Mail, postage prepaid, and addressed as follows:

To the City:

City of Dripping Springs
Attn: City Secretary
PO Box 384
Dripping Springs, TX 78620
(512) 858-4725

To the Contractor:

Dripping Springs Century News
Attn: Dalton Sweat
PO Box 732
Dripping Springs, TX 78620
(512) 644-9785

Either party may change such address from time to time by providing written notice to the other party in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. Mail.

11. Entire Agreement: This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written agreements between the parties.

12. Amendment: This Agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.

13. Severability: If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14. Waiver of Contractual Right: The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.

15. Applicable Law: The laws of the State of Texas shall govern this Agreement.

16. Venue: The venue for any all legal disputes arising under this Agreement shall be Hays County, Texas.

CITY OF DRIPPING SPRINGS:

**DRIPPING SPRINGS CENTURY
NEWS:**

Bill Foulds, Jr., Mayor

Dalton Sweat, General Manager

Date

Date

ATTEST:

Andrea Cunningham, City Secretary

Attachment "A"

Application