

OFFICIAL NEWSPAPER AGREEMENT

This **Official Newspaper Agreement** (the “**Agreement**”) is entered into effective as of _____, (the “**Effective Date**”) by and between the **City of Dripping Springs**, a Texas general law municipality (the “**City**”), and **[Newspaper Entity Legal Name]**, a **[entity type / individual]** (the “**Contractor**”). The City and Contractor may be referred to individually as a “**Party**” and collectively as the “**Parties**”.

Recitals

WHEREAS, pursuant to Section 52.004, Texas Local Government Code, the City Council has designated Contractor's newspaper, **[Newspaper Entity Legal Name]** (the **Newspaper**), as the City's official newspaper by Resolution No. 2026-R-____; and

WHEREAS, Contractor represents that the Newspaper is a public newspaper of the City and is qualified to publish City notices as required by applicable law.

NOW, THEREFORE, for and in consideration of the mutual covenants set out below, the parties agree as follows:

1. DESIGNATION AND TERM.

1.1 The City appoints the Newspaper as the City's official newspaper, and Contractor accepts that appointment, beginning on the Effective Date and continuing until another newspaper is selected by the City Council in accordance with applicable law, unless this Agreement is earlier terminated under Section 8.

1.2 The parties acknowledge that this Agreement does not excuse the City from complying with the publication requirements applicable to a particular ordinance, notice, or other matter, including requirements governing publication location, frequency, timing, and content.

2. SERVICES.

2.1 Contractor shall publish each City ordinance, notice, or other matter (each, a **Notice**) that the City submits for publication in accordance with this Agreement and applicable law.

2.2 The City may submit a Notice only through the City Secretary, City Administrator, or another City employee designated in writing by either of them (each, an **Authorized City Representative**). Contractor may rely on instructions from an Authorized City Representative.

2.3 Contractor shall publish each Notice exactly as submitted or subsequently corrected in writing by an Authorized City Representative, except for non-substantive formatting changes necessary for publication. Contractor shall promptly notify the submitting Authorized City Representative of any proposed substantive change, inability to meet a requested publication date, or issue that may affect legal compliance.

- 2.4 Contractor shall use commercially reasonable efforts to accommodate the publication date requested by the City. Contractor shall notify the City promptly, and no later than one business day after receiving the Notice, if it cannot publish on the requested date.
- 2.5 Within five business days after completing publication of a Notice, Contractor shall provide the City an affidavit or other legally sufficient proof of publication identifying the Notice, the date or dates of publication, and the issue or edition in which the Notice appeared. Contractor shall promptly provide a copy of the published Notice upon the City's request.
- 2.6 If a publication error results from Contractor's act or omission, Contractor shall promptly correct and republish the Notice at no additional charge, as necessary to cure the error. If a City-submitted Notice contains an error, Contractor shall cooperate with the City in publishing a correction at the rate stated in Attachment A, unless otherwise agreed in writing.

3. RATES, INVOICING, AND PAYMENT.

- 3.1 The rates for publication services are stated in **Attachment A**, which is incorporated into this Agreement. For a Notice to which Section 2051.045, Texas Government Code, applies, Contractor shall charge no more than the legal rate then applicable to the Notice.
- 3.2 Contractor shall submit itemized invoices to the City no more frequently than monthly. Each invoice must identify the Notice, publication date or dates, applicable rate, and amount charged.
- 3.3 The City shall pay undisputed amounts in accordance with applicable law and the City's ordinary payment procedures. The City is not obligated to pay charges not stated in Attachment A or otherwise approved in writing by an Authorized City Representative.
- 3.4 The City's payment obligation is subject to the availability and appropriation of funds. Nothing in this Agreement obligates the City to make a payment prohibited by applicable law.

4. CONTRACTOR REPRESENTATIONS AND CONTINUING DUTIES.

- 4.1 Contractor represents, as of the Effective Date, that the Newspaper is published in the City of Dripping Springs and is qualified under applicable law to publish the Notices Contractor accepts under this Agreement.
- 4.2 Contractor shall notify the City Secretary in writing within one business day after Contractor knows of any change in the Newspaper's ownership, name, publication frequency, principal place of publication, postal status, circulation status, or other circumstance that could affect the Newspaper's qualification to publish a Notice required by law.

4.3 Contractor shall maintain complete and accurate records concerning all Notices submitted by the City and their publication for at least four years after publication, or longer if required by applicable law. On reasonable notice, Contractor shall provide City-related records to the City in an electronic format reasonably requested by the City.

4.4 Contractor shall perform its duties professionally and in good faith and shall comply with all applicable federal, state, and local laws in performing this Agreement.

5. PUBLIC INFORMATION AND CONFIDENTIALITY.

5.1 Contractor acknowledges that information created, collected, assembled, maintained, or held by Contractor for the City in connection with this Agreement may be subject to the Texas Public Information Act, Chapter 552, Texas Government Code. Contractor shall promptly provide City-related information requested by the City so that the City may comply with its legal obligations.

5.2 Contractor shall not disclose information the City identifies in writing as confidential except as required by law. Contractor shall promptly notify the City of any request, subpoena, or other legal demand for City-related information, unless notice is prohibited by law.

6. INDEPENDENT CONTRACTOR; NO ASSIGNMENT.

6.1 Contractor is an independent contractor and not an officer, employee, agent, or representative of the City. Contractor is solely responsible for its personnel, taxes, insurance, and business operations.

6.2 Contractor may not assign this Agreement or delegate a material obligation under it without the City's prior written consent. Any attempted assignment in violation of this Section is void.

7. INDEMNIFICATION.

TO THE EXTENT PERMITTED BY LAW, CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY AND ITS OFFICERS, OFFICIALS, EMPLOYEES, AND AGENTS FROM AND AGAINST CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, TO THE EXTENT ARISING FROM CONTRACTOR'S NEGLIGENT ACTS, ERRORS, OR OMISSIONS; WILLFUL MISCONDUCT; OR BREACH OF THIS AGREEMENT IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT. THIS SECTION DOES NOT REQUIRE CONTRACTOR TO INDEMNIFY A PARTY FOR THAT PARTY'S OWN NEGLIGENCE OR WILLFUL MISCONDUCT.

8. TERMINATION AND TRANSITION.

8.1 Either party may terminate this Agreement without cause by providing at least 30 days' prior written notice to the other party.

8.2 The City may terminate this Agreement immediately by written notice if Contractor materially breaches this Agreement; if the Newspaper ceases to be qualified under applicable law to publish legally required City Notices; if Contractor fails or refuses to publish a Notice within the period required by law after accepting it; or if immediate termination is reasonably necessary to protect the City's compliance with applicable law.

8.3 Termination does not affect Contractor's obligation to complete, where legally and practically possible, Notices accepted before the effective termination date; provide all outstanding proofs of publication; and preserve and provide City-related records under this Agreement. The City may obtain publication services from another provider as necessary to meet a legal deadline, without liability to Contractor.

9. NOTICES.

9.1 Notices under this Agreement must be in writing and delivered by personal delivery, nationally recognized overnight courier, certified U.S. mail (return receipt requested), or email with confirmation of receipt, to the addresses below or to another address designated by notice under this Section.

To the City:

City of Dripping Springs
Attn: City Administrator
PO Box 384
Dripping Springs, TX 78620

To Contractor:

[Newspaper Entity Legal Name]
Attn: [Name/Title]
[Address]
[City, State, ZIP]
Email:

9.2 A notice is effective upon personal delivery; one business day after delivery to the overnight courier; three business days after deposit in U.S. mail; or, for email, when the sender receives a confirmation of receipt.

10. REQUIRED DISCLOSURES AND CERTIFICATIONS.

10.1 Before execution of this Agreement, Contractor shall provide all disclosures, certifications, and forms required by applicable law and City procurement requirements for this transaction, including, as applicable, a completed conflict-of-interest questionnaire under Chapter 176, Texas Local Government Code, and a certificate of interested parties under Section 2252.908, Texas Government Code.

10.2 Contractor shall promptly notify the City if a representation or certification provided under this Section becomes inaccurate during the Term.

11. MISCELLANEOUS.

11.1 **Entire Agreement.** This Agreement, including Attachment A and the Resolution approving this Agreement, is the complete agreement between the parties concerning its subject matter and supersedes prior discussions and agreements concerning that subject matter.

- 11.2 **Amendment.** This Agreement may be amended only by a written instrument approved and executed by both parties.
- 11.3 **Waiver.** A waiver is effective only if in writing and signed by the party granting it. A waiver of one breach is not a waiver of any other breach.
- 11.4 **Severability.** If a court of competent jurisdiction holds a provision of this Agreement invalid or unenforceable, the remaining provisions will remain in effect, and the invalid or unenforceable provision will be construed to the minimum extent necessary to be enforceable.
- 11.5 **Governing Law and Venue.** Texas law governs this Agreement. Exclusive venue for an action arising from this Agreement lies in Hays County, Texas, unless applicable law requires otherwise.
- 11.6 **No Third-Party Beneficiaries.** This Agreement does not create rights in any person other than the parties.
- 11.7 **Authority.** Each individual signing this Agreement represents that he or she is authorized to sign for and bind the party on whose behalf he or she signs.
- 11.8 **Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts, each of which is deemed an original and all of which together constitute one instrument. Signatures delivered electronically are effective to the fullest extent permitted by law.

AGREED AND EXECUTED effective as of the Effective Date.

CITY OF DRIPPING SPRINGS

[NEWSPAPER ENTITY LEGAL NAME]

ATTACHMENT A
RATE SCHEDULE AND PUBLICATION SUBMISSION PROCEDURES

Attach Contractor's current published classified-advertising rate schedule and identify any City-specific rate that is lower than the published rate. The attachment must also identify the submission email, weekly publication deadline, publication day, billing contact, and proof-of-publication contact.