

**CONTRACT FOR SERVICES
CITY OF BISBEE**

**PUBLISHING SERVICES TO SERVE AS
OFFICIAL NEWSPAPER OF RECORD**

THIS CONTRACT is made this 5th day of July, 2017, by and between the City of Bisbee (hereinafter "the City") and The Bisbee Observer, LLC (hereinafter "the Contractor").

WHEREAS the City is in need of certain services, as more particularly specified in the Notice of Solicitation designated as the "Official Newspaper" and as incorporated herein by reference; and

WHEREAS the Contractor has offered to perform the proposed work in accordance with the terms of this Contract;

NOW, THEREFORE, in consideration of the promises and covenants stated herein, **IT IS HEREBY AGREED THAT:**

1. The Contractor promises and agrees to perform the work and to provide the services as described in the "Notice of Solicitation" and the "Specifications, Scope of Work or Requirements," each of which is incorporated herein by reference. This work shall be provided in a good and competent manner, and to the satisfaction of the City, or its designees. This work shall also be performed in a manner that is consistent with the "Standard Terms and Conditions, City of Bisbee Contract," which are incorporated into this Contract by reference, and any special terms and conditions which may be attached to this Contract.
2. The Contractor further agrees to provide all of the services required by this Contract in a complete and acceptable form, as is customarily provided according to professional standards applicable to completion of this type of service work.
3. This Contract shall remain in effect for a period from July 1, 2017 through June 30, 2018.
4. The City will compensate the Contractor for its performance, and the Contractor agrees to accept as complete payment for such full performance, a sum not to exceed **\$3.10 per column inch per publication**. The City shall have the right to reject all or any work or work product submitted under this Agreement which does not meet the required specifications. In the event of any such rejection, the Contractor agrees to promptly remedy any and all deficiencies. No compensation shall be due for any rejected work until such deficiencies have been corrected, and corrected at the Contractor's sole cost.
5. Payment shall be made by the City to the Contractor on the basis of invoices detailing the work included within each billing period. The Contractor's billing period shall be on a monthly basis.

6. All notices, invoices and payment shall be made in writing and may be given by personal delivery or by mail. The names and addresses of the designated recipients for such notices, invoices and payments are as follows:

TO CONTRACTOR:

Laura Swan, Publisher
The Bisbee Observer
7 Bisbee Road, Suite L
Bisbee, AZ 85603

TO CITY:

City of Bisbee
City Clerk Office
118 Arizona Street
Bisbee, AZ 85603

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Contractor as indicated below:

APPROVED:
CITY OF BISBEE

By Keri Bagley
Keri Bagley, City Manager
Interim

APPROVED:
CONTRACTOR

By [Signature]

Name: Laura M. Swan
Title: Publisher
Address: 7 Bisbee Road, Suite L
Bisbee, AZ 85603

ATTEST:

Ashlee Coronado
Ashlee Coronado, City Clerk

APPROVED AS TO FORM:

[Signature]
Elda Orduno, City Attorney

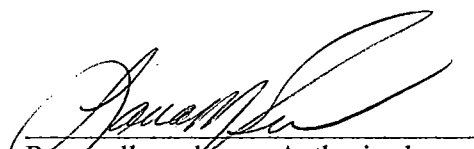
EXHIBIT "A"

AFFIDAVIT

STATE OF ARIZONA)
)SS
COUNTY OF COCHISE)


The undersigned, being first duly sworn, does depose and state that he/she is the fully authorized and acting representative of the The Bisbee Observer, a newspaper of general circulation printed in English within the City of Bisbee, Arizona, as required by A.R.S. § 39-204; and that such newspaper complies with the provisions of A.R.S. §§ 39-201 and 39-203.

Further affiant sayth not.



Personally and as an Authorized
Representative of the Newspaper
Listed Above

Subscribed and sworn before me this 5th day of June, 2017.



Notary Public

My commission expires: May 19, 2018

