

CONTRACT FOR OFFICIAL COUNTY NEWSPAPER
JULY 1, 2011 – JUNE 30, 2012

THIS AGREEMENT is made by and between **KITTITAS COUNTY** (“County”) and **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: **NORTHERN KITTITAS COUNTY TRIBUNE** is a legal newspaper published in Ellensburg, Kittitas County, Washington and submitted a bid proposal; and

WHEREAS: **NORTHERN KITTITAS COUNTY TRIBUNE** was the best and lowest responsible bidder, giving consideration to the question of circulation in awarding the contract; and

WHEREAS: **NORTHERN KITTITAS COUNTY TRIBUNE** was the lowest bidder and was awarded the contract in Kittitas County Resolution No. 2011-_____.

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, 2011 and ending on June 30, 2012.
 - 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 \$8.00 per column inch for all legal notice printing and \$7.00 per column inch for repeat insertions of the same publication notices.
 - d. 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 _____ day of April 2011.

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

By: _____

Title: _____

Paul Jewell, Chair

ATTEST:

Alan Crankovich, Vice Chair

Julie A. Kjorsvik, Clerk of the Board

Obie O'Brien, Commissioner

Approved as to Form:

Deputy Prosecutor