CONTRACT FOR OFFICIAL COUNTY NEWSPAPER
JULY 1, 2013 – JUNE 30, 2014

THIS AGREEMENT is made by and between **KITTITAS COUNTY** ("County") and the **DAILY RECORD**.

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: The Daily Record is a legal newspaper published in Ellensburg, Kittitas County, Washington and submitted a bid proposal; and

WHEREAS: The Daily Record was the only bid received therefore being the best and lowest responsible bidder, giving consideration to the question of circulation in awarding the contract, with a view to giving publication of notices the widest publicity; and

WHEREAS: The Daily Record has the widest publication for notices and was awarded the contract in Kittitas County Resolution No. 2013-____.

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 Daily Record to serve as the official county newspaper of Kittitas County for the term of one year, beginning on July 1, 2013 and ending on June 30, 2014.

   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 Daily Record.

   c. The County shall pay the Daily Record $8.65 per column inch (based on a 6 column format) for all legal notice printing, and $7.55 per column inch (based on a 6 column format) for display advertising, noting the rate pertains to advertising placed in the main section of the newspaper, which could include special, primary and general election notices.

   d. In consideration of the County awarding this contract to the Daily Record to serve as the official county newspaper, the Daily Record will do the following:

i. The Daily Record shall promptly publish the notices furnished by the County in accord with the County's instructions.

ii. Without further cost, the Daily Record 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 Daily Record 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 Daily Record 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 Daily Record 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 Daily Record are not entitled to any benefits the County provides to County employees.

6. INDEMNIFICATION AND HOLD HARMLESS.

a. The Daily Record 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 Daily Record 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 Daily Record or the employees of the Daily Record, arising out of or resulting from the activities undertaken by the Daily Record 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 2013.

THE DAILY RECORD

By: _____

Title: _____

ATTEST:

_____
Julie A. Kjorsvik, Clerk of the Board

KITTITAS COUNTY
BOARD OF COMMISSIONERS

_____
Obie O'Brien, Chair

_____
Paul Jewell, Vice Chair

_____
Gary Berndt, Commissioner

Approved as to Form:

_____

Deputy Prosecutor