

PRINTING CONTRACT
Official County Newspaper
and
Area Specific Newspaper

This CONTRACT, made and entered into this _____ day of _____, 2023 by and between PACIFIC COUNTY, acting by and through its duly elected and qualified Board of County Commissioners, hereinafter called "COUNTY", and the Chinook Observer, a weekly newspaper published in said County and State, hereinafter called "CONTRACTOR".

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The COUNTY hereby designates the CONTRACTOR as the Official County newspaper for the period beginning July 1, 2023 and ending June 30, 2024 both dates inclusive. The parties agree that the CONTRACTOR shall publish in a timely fashion, all COUNTY notices that are required by law to be published.
2. The COUNTY shall pay to the CONTRACTOR and the CONTRACTOR shall charge the COUNTY for such printing publication the sum of \$9.25 per column inch based on a 1.611 wide inch column with each subsequent insertion to be billed at \$8.25 per column inch. The CONTRACTOR agrees to print maps as provided by the COUNTY (in camera-ready form) at the same per column inch rate.
3. It is further understood and agreed that all such printed matter will be set in not less than 8-point type; 10-point type will be used under normal circumstances. Type larger than 10-point will be by specific request and approved by the COUNTY.
4. The CONTRACTOR further agrees to furnish without charge, (a) two (2) affidavits of publication, for each notice within seven (7) days of its final publication with numbered invoices for bookkeeping control, to the County Office requesting publication, and (b) five (5) copies of each issue of the newspaper; three (3) to the County Commissioners' Office and two (2) to the County Auditor's Office.
5. The CONTRACTOR agrees to publish in the next available newspaper at the time designated all such County printing furnished to it, at the rates mentioned. Such publication shall be in a regular issue of the Chinook Observer and in every copy thereof, and shall be set according to the instructions received from the COUNTY. Each publication shall conform to good newspaper practices.
6. The CONTRACTOR agrees to provide either a performance bond or a Corporate Guarantee in the amount of five thousand dollars (\$5,000) for the correct and faithful performance of its obligations under this CONTRACT.
7. The CONTRACTOR, in performance of this Contract, agrees to comply with all applicable local, state, and federal laws or ordinances, including standards for licensing, certification, and operation of facilities, programs, and accreditation, and licensing of individuals and any other standards of criteria as described in the Contract to assure quality of services.

8. All notices, which either party gives the other, shall be delivered in writing to the address below or to subsequent addresses, as the parties shall designate in writing. Such notices shall be deemed received on the date on which the notice is personally served or on the third day following the date on which the notice was mailed postage prepaid by certified or registered mail to the appropriate party.

TO: Board of Pacific County Commissioners
P O Box 187
1216 W. Robert Bush Drive, Suite F
South Bend, WA 98586
360/875-9337

TO: Chinook Observer
Matt Winters, Publisher
205 Bolstad Ave E Suite #2
P O Box 427
Long, Beach, WA 98631
360/642-8181

9. If either party breaches any of the provisions herein, the nonbreaching party may terminate this CONTRACT as follows:
- A. The nonbreaching party must notify the breaching party in writing of the breach and the steps that need to be taken to remedy the breach.
 - B. The breaching party shall have twenty (20) days from the date of receiving notice of the breach to remedy the breach.
 - C. If the breach is not fully remedied within twenty (20) days, the nonbreaching party may terminate the CONTRACT immediately by delivering written notice of the termination to the breaching party.
10. This CONTRACT may be modified or amended if the amendment is made in writing and is signed by both parties.
11. If any provision, or any portion thereof, contained in this CONTRACT is held to be unconstitutional, invalid or unenforceable, said provision(s) thereof, shall be deemed severed and the remainder of this CONTRACT shall not be affected and shall remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.
12. The failure of either party to enforce any provision of this CONTRACT shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this CONTRACT.

13. In the event either party files a lawsuit to enforce the provisions of this CONTRACT, the prevailing party shall be entitled to costs of suit, court costs, and reasonable attorney fees. Any lawsuit pertaining to this CONTRACT shall be filed in the Pacific County Superior Court.
14. This CONTRACT shall be binding upon and shall inure to the benefit of the parties hereto, their successors, and assigns. However, the CONTRACTOR shall not assign nor subcontract the performance of this CONTRACT without approval by the COUNTY.
15. This Agreement and all public records associated with this Agreement shall be available from the COUNTY for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the CONTRACTOR are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the CONTRACTOR agrees to make them promptly available to the COUNTY. If the CONTRACTOR considers any portion of any record provided to the COUNTY under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the CONTRACTOR shall clearly identify any specific information that it claims to be confidential or proprietary. If the COUNTY receives a request under the Act to inspect or copy the information so identified by the CONTRACTOR and the COUNTY determines that release of the information is required by the Act or otherwise appropriate, the COUNTY's sole obligations shall be to notify the CONTRACTOR (a) of the request and (b) of the date that such information will be released to the requester unless the CONTRACTOR obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the CONTRACTOR fails to timely obtain a court order enjoining disclosure, the COUNTY will release the requested information on the date specified.

The COUNTY has, and by this section assumes, no obligation on behalf of the CONTRACTOR to claim any exemption from disclosure under the Act. The COUNTY shall not be liable to the CONTRACTOR for releasing records not clearly identified by the CONTRACTOR as confidential or proprietary. The COUNTY shall not be liable to the CONTRACTOR for any records that the COUNTY releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

CONTRACTOR agrees to indemnify and, to the greatest extent legally possible, to hold harmless the COUNTY in any action by a third party due to the negligence, recklessness or intentional actions by the CONTRACTOR relating to its performance of this contract. This includes any lawsuit filed by a third party for the COUNTY's allegedly improper release of confidential or proprietary information pursuant to a public records request.

16. Without limiting the CONTRACTOR'S indemnification of COUNTY, and prior to commencement of this Contract, CONTRACTOR shall obtain, provide and maintain during the term of this Contract, policies or insurance of the type and amounts described below and in a form satisfactory to the COUNTY.
 - A. **General Liability Insurance.** CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general

aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.

- B. **Workers' Compensation Insurance.** CONTRACTOR shall, at its own expense, maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

CONTRACTOR shall submit to COUNTY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of COUNTY, its officers, agents, employees and volunteers.

- C. **Waiver of Subrogation.** All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against COUNTY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against COUNTY, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

The CONTRACTOR must name the COUNTY as an additional insured. The CONTRACTOR agrees that its liability insurance shall be primary and non-contributory to the COUNTY's and that CONTRACTOR's liability insurance policy shall so state.

17. **Indemnification by Contractor.** To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify, defend and hold the COUNTY and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any action or omission, negligent or otherwise, of the CONTRACTOR, its employees, agents or volunteers or CONTRACTOR's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Contract; or 3) are based upon the CONTRACTOR'S or its subcontractors' use of, presence upon or proximity to the property of the COUNTY. This indemnification obligation of the CONTRACTOR shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the COUNTY. This indemnification obligation of the CONTRACTOR shall not be limited in any way by the Washington State Industrial Insurance Act RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the CONTRACTOR hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into the Contract, are reflected in the CONTRACTOR's compensation, and have been mutually negotiated by the parties.

Participation County – No Waiver. The COUNTY reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of CONTRACTOR's indemnity obligations under the Contract.

Survival of Contractor's Indemnity Obligations. The CONTRACTOR agrees all CONTRACTORS's indemnity obligations shall survive the completion, expiration or termination of this Contract.

18. This CONTRACT together with the specifications in the County's Invitation to Bid dated February 24, 2023 and the Contractor's Proposal dated April 5, 2023 contains the entire CONTRACT of the parties and there are not other promises or conditions in any other contract whether oral or written. This CONTRACT supersedes any prior written or oral contracts between the parties.

WITNESS WHEREOF, the parties have caused their names to be signed hereto on the date so stated.

CHINOOK OBSERVER

Matt Winters, Publisher

Date

APPROVED AS FORM

Prosecutor's Office

WSBA #

BOARD OF COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Lisa Olsen, Chair

Jerry Doyle, Commissioner

David Tobin, Commissioner

ATTEST

Amanda Bennett
Clerk of the Board

Date