PRINTING CONTRACT
"Official County Newspaper"
and
"Area Specific Newspaper"

This CONTRACT, made and entered into this _____ day of _____, 2013 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 Long Beach, WA 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, 2013 and ending June 30, 2014 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 **$7.30** per column inch for the first insertion and **$6.30** per column inch for each subsequent publication of the same matter. The CONTRACTOR agrees to print maps as provided by the COUNTY (in camera ready form) at the same per column inch rate of **$7.30** per column inch for the first insertion and **$6.30** per column inch for subsequent insertions.

3. It is further understood and agreed that all such printed matter will be set in not less than eight-point type, unless a specific request for another type size accompanies the request for publication with the width of the column to be either the 1.611" width or 3.389", as used in standard news articles.

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 promptly 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.

7. 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

TO: Chinook Observer
P.O. Box 427
205 Bolstad Avenue E., Suite 2
Long Beach WA 98631
Tax ID/UBI #_____

8. 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.

9. This CONTRACT may be modified or amended if the amendment is made in writing and is signed by both parties.

10. 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.

11. 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.

12. 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.

13. This CONTRACT shall be binding upon and shall inure to the benefit of the parties hereto, their successors, and assigns.

14. This CONTRACT shall be governed by the laws of the State of Washington.

15. This CONTRACT together with the specifications in the County's Invitation To Bid dated March 6, 2013 and the Contractor's Proposal dated April 4, 2013 contains the entire agreement 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 agreements between the parties.

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

CONTRACTOR
Chinook Observer

5/2/13

Matt Winters, Publisher Date

APPROVED AS FORM

David J. Burke, Prosecuting Attorney

BOARD OF COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Lisa Ayers, Chair

Steve Rogers, Commissioner

Frank Wolfe, Commissioner

ATTEST

4/23/13

Clerk of the Board Date