

SERVICES AGREEMENT
MASON COUNTY/PUBLIC WORKS DEPARTMENT

THIS AGREEMENT is made and entered into by and between MASON COUNTY, through its PUBLIC WORKS DEPARTMENT, EQUIPMENT RENTAL AND REVOLVING FUND (hereinafter COUNTY) with its principal offices at 100 W. Public Works Drive, Shelton, Washington 98584 and Mason County Fire Protection District #1 (hereinafter CUSTOMER) located at N. 331 Finch Creek Rd., Hoodspport, WA 98548, (hereinafter collectively referred to as PARTIES or individually as PARTY).

In consideration of the mutual benefits and covenants contained herein, the PARTIES agree as follows:

1. DURATION OF AGREEMENT

This agreement shall take effect upon execution of the agreement by both parties and shall remain in effect until terminated.

2. SCOPE OF SERVICES

Repair or maintenance of CUSTOMER'S equipment or vehicles by COUNTY mechanics at COUNTY facilities or in the field.

3. AGREEMENT REPRESENTATIVES

Each PARTY to this agreement shall have an AGREEMENT representative. Each PARTY may change its representative upon providing written notice to the other PARTIES. The PARTIES' representatives are as follows:

a. For CUSTOMER:

Name of Representative: Al Pinedo

Title: Chief

Street Address: N. 331 Finch Creek Rd., Hoodspport, WA 98548

Telephone Number: 360-507-3402

Fax Number: 360-507-5186

E-mail Address: Mcfd100@gmail.com

b. For COUNTY: Mason County Public Works Department, Equipment Rental and Revolving Fund shall be responsible for implementing this AGREEMENT on behalf of COUNTY.

FILE DIST #1

Name of Representative: David A. Loser
Title: Equipment Rental & Revolving Fund Manager

Mailing Address: 100 W. Public Works Drive, Shelton, WA 98584

Telephone Number: (360) 427-5505

Fax Number: (360) 427-8448

E-mail address: dal@co.mason.wa.us

4. WORK REQUESTS

The CUSTOMER will normally request work from the Mason County Equipment Maintenance Supervisor, Tim Burford, 360-427-9670 x387 or x386. The request should be requested by an authorized representative of the CUSTOMER by e-mail or fax. Phone or verbal requests must be followed up with a written request. The COUNTY will only do work as authorized by the CUSTOMER. Additional problems or repairs noted will be brought to the attention of the CUSTOMER'S representative for authorization or deferment until the next maintenance opportunity.

5. SCHEDULING

The COUNTY will normally schedule the work in discussion with the CUSTOMER'S representative, giving due consideration to the immediacy of the CUSTOMER'S need and workload of the COUNTY.

6. COMPENSATION

a. COUNTY will extend to the CUSTOMER the same shop rates and part markups charged to other internal County departments. Labor is charged at actual cost, not book rate. Current (Calendar Year 2011) shop rate is \$88.00 per hour and parts markup is 25%. The CUSTOMER may provide parts in advance that are anticipated to be needed during maintenance. Maintenance or corrective repair that is required after normal shop hours will be billed at overtime rates. Field repairs normally will include shop truck costs.

b. The COUNTY shall invoice the CUSTOMER detailing time, parts and materials used by the COUNTY. Payment is due upon receipt of invoice and payment shall be expected in thirty (30) days from date of invoice.

7. HOLD HARMLESS AND INDEMNIFICATION

a. The CUSTOMER shall hold harmless, indemnify and defend the COUNTY, its

officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including costs and attorney's fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the CUSTOMER'S acts, errors or omissions in the performance of this AGREEMENT. PROVIDED HOWEVER, that the CUSTOMER'S obligation thereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents. PROVIDED FURTHER, that in the event of the concurrent negligence of the PARTIES, the customer's obligations hereunder shall apply only to the percentage of fault attributable to the customer, its employees or agents.

b. With respect to the CUSTOMER'S obligations to hold harmless, indemnify and defend provided for herein, but only as such obligations relate to claims, actions or suits filed against the COUNTY, the CUSTOMER further agrees to waive its immunity under the State Industrial Insurance Law, Title 51, RCW, for any injury or death suffered by the CUSTOMER'S employee's caused by or arising out of the CUSTOMER'S acts, errors or omissions in the performance of this AGREEMENT. This waiver has been mutually negotiated by the PARTIES.

c. The CUSTOMER'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission or breach of any common law, statutory or other delegated duty by the CUSTOMER, the customer's employees, agents or subcontractors.

8. TERMINATION

Either PARTY may terminate this AGREEMENT upon giving ten, (10) days written notice to the other PARTY. In that event, the CUSTOMER shall pay the COUNTY for all costs incurred by the COUNTY in performing the AGREEMENT up to the date of termination.

9. ASSIGNMENT. DELEGATION. AND SUBCONTRACTING

The PARTIES shall perform the terms of the AGREEMENT using only their bona fide employees or agents.

10. COMPLIANCE WITH LAWS

The PARTIES shall comply with all applicable federal, state and local laws, rules and regulations in performing this AGREEMENT.

11. DISPUTES

Differences between the customer and the COUNTY, arising under and by virtue of this AGREEMENT, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the COUNTY shall be decided by the COUNTY'S AGREEMENT representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S AGREEMENT representative shall be final and conclusive.

12. ENTIRE AGREEMENT

The PARTIES agree that this AGREEMENT is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this AGREEMENT are specifically excluded.

The PARTIES to this AGREEMENT have executed this AGREEMENT as of the date written below.

Executed in duplicate this 11th day of OCTOBER, 2011.

CUSTOMER:

For the
BOARD OF COUNTY COMMISSIONERS
Mason County Washington

Firm : _____

By: Mark A. Mc Dougal

By: Sepeda Ring Erickson
Chairperson

Signature: Mark A. Mc Dougal

Title: _____

Approved As To Form:

Approved As To Form

By: _____

By: [Signature]
Deputy Prosecuting Attorney #37m