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RESOLUTION NO. 58-94  
AUTHORIZING EMERGENCY WORKER EMPLOYEES TO PURCHASE  
CELLULAR PHONE SERVICE ON COUNTY CONTRACT

WHEREAS, Mason County desires to provide the necessary tools to contact emergency worker employees when they are needed; and

WHEREAS, many emergency worker employees have indicated a desire for Mason County to obtain cellular phone service; and

WHEREAS, Washington State laws and the cellular phone supplier provide the opportunity to meet the needs expressed by both Mason County and emergency worker employees:

NOW, THEREFORE, BE IT RESOLVED that the Board of Mason County Commissioners does hereby authorize Mason County emergency worker employees to contract with the County for cellular phone service (see Exhibit A which is incorporated as part of this resolution).

APPROVED THIS 21st day of June, 1994.

BOARD OF COUNTY COMMISSIONERS

M. L. Faughender  
MARV L. FAUGHENDER, CHAIRPERSON

William O. Hunter  
WILLIAM O. HUNTER, COMMISSIONER

Laura E. Porter  
LAURA E. PORTER, COMMISSIONER

ATTEST:

Rebecca S. Rogers for  
REBECCA S. ROGERS, CLERK OF THE BOARD

APPROVED AS TO FORM:

Michael Clift  
MICHAEL CLIFT, C. DEPUTY PROSECUTOR

C. Sheriff  
Auditor  
Emergency Services  
Fire Marshal  
Budget Director

**PERSONAL CELLULAR PHONE AGREEMENT**  
MASON COUNTY, WASHINGTON

This agreement is entered into between the County of Mason, hereinafter referred to as the "County" and \_\_\_\_\_, hereinafter referred to as "employee", on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

WITNESSETH:

WHEREAS, the County desires to provide the tools to help contact the employees when they are needed; and

WHEREAS, many employees have indicated a desire for the County to obtain cellular service; and

WHEREAS, the law and the cellular supplier provides the opportunity to meet the needs expressed by both the County and the employees;

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, the parties hereto agree as follows:

A. THE EMPLOYEE SHALL:

1. Acknowledge their status as an emergency worker.
2. Agree to assume full responsibility for any and all costs associated with cellular phone service and pay said costs promptly.
3. Pay for any installation charges and any equipment needed, which will remain the property of the employee.
4. By signing this agreement, be deemed to authorize the withholding of funds from the employee paycheck, any amount necessary to pay for charges the County incurs as a result of this contract.
5. Authorize, in the event the relationship between the employee and the County is terminated, the County to withhold any and all of the employee's final reimbursement or paycheck until such a time as the County is notified by US West Cellular that all charges and obligations for service have been paid in full.
6. Fully indemnify, release and hold harmless the County for any monetary costs or claims of any nature arising out of this cellular telephone program.

B. THE COUNTY SHALL:

1. Authorize this individual to be on this plan.
2. Authorize billing and be the responsible party of record for cellular telephone service through US WEST Cellular.

C. TERM:

The term of Agreement shall begin on \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, and shall automatically renew annually unless terminated according to the provisions herein.

D. TERMINATION:

1. Termination of Convenience. Upon mutual agreement, either party may terminate the Agreement immediately with written notice to the other party. The County may terminate this agreement by notifying US WEST Cellular that the employee number is no longer authorized to participate in the program, followed by written notice to the employee.
2. Termination for Cause. If the employee fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any of the provisions of the Agreement, or if the employee fails to participate actively with the County, or if the employee does not maintain an acceptable performance evaluation, the County may terminate this Agreement. Termination shall be effected by notifying US WEST Cellular that the employee's number is no longer authorized to participate in the program, followed by written notice to the employee.

E. ATTORNEY'S FEES AND COSTS:

If any legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the County shall be entitled to recover from the employee, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

F. JURISDICTION:

1. The Agreement has been and shall be construed as having been made and delivered within the State of

Washington, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance.

2. Any action of lawsuit in equity or judicial proceeding for the enforcement of this Agreement or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Mason County, Washington.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written.


DATE \_\_\_\_\_  
COUNTY COMMISSIONERS

DATE \_\_\_\_\_  
EMPLOYEE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

  
\_\_\_\_\_  
PROSECUTOR