

## **EQUIPMENT MAINTENANCE AGREEMENT**

This Agreement (“Agreement”) is made between Grays Harbor County, a political subdivision of the State of Washington, through its Department of Public Services Equipment Rental & Revolving Division, hereinafter referred to as “County,” and City of Cosmopolis, a public entity, hereinafter referred to as “Agency.”

WHEREAS, the Agency wishes to use the services of the County to furnish maintenance of Agency equipment, including but not limited to radio equipment and vehicles, hereinafter referred to as “equipment,” and

WHEREAS, the County is agreeable to furnishing the services, and in consideration of the mutual covenants and agreements herein contained,

IT IS NOW, THEREFORE, AGREED AS FOLLOWS:

1. The County will provide the maintenance services requested, at a time and in a manner determined by the County.
  - 1.1 “Maintenance services” means the diagnosis, installation, and repair of Agency equipment.
  - 1.2 Maintenance services excludes providing any parts needed for repair or maintenance of agency equipment. The Agency shall be responsible for the purchase of any needed part(s) as identified by the County and said part(s) shall be provided by the Agency to the County in a timely manner.
  - 1.3 It is expressly understood by the parties that the County will not be liable for the Agency’s delay in obtaining necessary parts, whether within or outside Agency’s control.
2. The Agency will request services by written request (including email) to the ER&R manager.
3. The Agency will pay the County the hourly ER&R rate per annual resolution adopted by Board of County Commissioners for providing the above-described services. The County shall provide an invoice within thirty (30) days following completion of the services. The Agency shall remit payment within thirty (30) days following receipt of the invoice.
4. The Agency shall indemnify and hold the County and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the County arising out of, or in connection with, or incident to, the execution of this Agreement and /or the Agency’s performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the County, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Agency, and provided further, that nothing herein shall require the Agency to hold harmless or defend the County, its agents, employees, and/or officers from any claims arising from the

sole negligence of the County, its agents, employees, and/or officers. The parties agree that the obligations under this clause shall survive the completion, expiration, or termination of this Agreement.

5. It is understood and agreed between the parties that this Agreement will not be assigned, transferred, or any portion subcontracted hereunder by the County without the prior written agreement of the Agency. The Agency understands and agrees that at the County's sole discretion, is not obligated to undertake or to complete work on any equipment for any reason.
6. This Agreement shall be in effect for five (5) years ("Initial Term"), commencing on the date last executed by the parties. This Agreement will automatically renew at the end of the Initial Term for an additional five (5) years unless terminated sooner. This Agreement may be terminated at any time and for any reason by either party upon 90 days written notice to the other party.
7. Any notification concerning this Agreement shall be in writing and sent via U.S. Mail or electronic mail to:

Grays Harbor County Board of Commissioners 100 W Broadway Ave #1 Montesano, WA 98563 commish@co.grays-harbor.wa.us	City of Cosmopolis PO BOX 2007 Cosmopolis, WA 98537 draines@cosmopoliswa.gov
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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last executed below.

**GRAYS HARBOR COUNTY  
BOARD OF COMMISSIONERS**

**CITY OF COSMOPOLIS**

\_\_\_\_\_  
Jill Warne, Chair, District 1

\_\_\_\_\_  
Darrin Raines, City Administrator

Date: \_\_\_\_\_

\_\_\_\_\_  
Kevin Pine, District 2

\_\_\_\_\_  
Vickie Raines, District 3

Attest:

\_\_\_\_\_  
Wendy Chatham, Clerk of the Board

Date: \_\_\_\_\_