

RESOLUTION NO. 27-02

A RESOLUTION RELATING TO A POLICY FOR THE AUTHORIZATION OF WIRELESS TELEPHONE AGREEMENTS IN SUPPORT OF COUNTY BUSINESS.

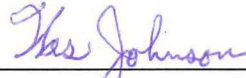
WHEREAS, the County desires to provide the tools to help contact the employees when they are needed; and

WHEREAS, the Elected Officials and Department Heads may best determine the need for an employee to utilize the County authorized Wireless Phone Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Board of Mason County Commissioners that the Mason County Verizon Wireless Phone Agreement, attached hereto as Exhibit "A" is hereby approved, and may be signed and authorized by the Elected Officials and Department Heads as of March 12, 2002.

Dated this 12 day of March, 2002.

BOARD OF COUNTY COMMISSIONERS



Wes Johnson, Chairperson

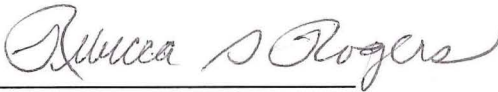
Absent 3/12/02

Herb Baze, Commissioner



Bob Holter, Commissioner

ATTEST:



Clerk of the Board

APPROVED AS TO FORM:



Chief Deputy Prosecuting Attorney

C: File

ELECTED OFFICIALS
DEPARTMENT HEADS

VERIZON WIRELESS 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 _____, 20 ____.

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 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 of 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 Verizon Wireless 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 Verizon Wireless.

C. TERM:

The term of Agreement shall begin on _____ day of _____, 20____, 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 Verizon Wireless 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 employer 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 Verizon Wireless 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 or 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.

**MASON COUNTY ELECTED
OFFICIAL OR DEPT HEAD**

EMPLOYEE

TITLE

DATE _____

DATE _____

APPROVED AS TO FORM:

PROSECUTOR