

**VENDOR SERVICES AGREEMENT**  
**2022 Supply of Rock and Sand to Lopez and San Juan Islands**

San Juan County, through the **Department of Public Works** ("County") and \_\_\_\_\_ ("Vendor"), for and in consideration of the mutual benefits to the parties, agree as follows:

1. Vendor agrees to furnish to the County the products as listed in Attachment A, Call for Bids for **2022 Supply of Rock and Sand to Lopez and San Juan Islands**, in accordance with its proposal dated \_\_\_\_\_, and to supply the product strictly in accordance with the specifications, requirements and general notes on file in the San Juan County Public Works Department.
2. The Contractor's proposal, and contract documents, all of which are on file in the office of the San Juan County **Department of Public Works**, shall constitute a part of this contract and are by this reference incorporated and made a part of this contract as though fully set forth. Each of the parties expressly covenants and agrees to carry out and fully perform each and all of the provisions of these documents upon its or his part to be performed.
3. County will compensate Contractor per Attachment A, chargeable to various General Ledger expenditure codes **[or Bars Code #]**. A purchase order is required for each order. The Vendor will supply the quantities of product requested by the County during the term of this Agreement.
4. The Vendor agrees to indemnify and hold harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages arising out of any act or omission of the Vendor, its officers, agents and employees. This includes negligence on the part of the Vendor and its officers, agents and employees due to violation of any code or regulation. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.
5. This Contract shall commence on **the date of final execution**, and shall continue until **[Date]**.
6. The Vendor shall not assign any interest in this Contract and shall not transfer any interest in same without prior written County consent.
7. Insurance: The Vendor will carry and maintain throughout the period of the Agreement comprehensive general liability insurance in the amount of \$1,000,000, or if greater, to the limit of the policy to cover all classifications of work contemplated herein, and will also carry and maintain auto liability insurance within the limits of \$1,000,000 for each person and for each occurrence. Certificates demonstrating insurance coverage shall be furnished to the County within fifteen (15) days of the execution of this Agreement. Maintenance of such insurance is a condition precedent to the compensation of the Vendor. The Vendor shall also maintain statutory workers' compensation insurance and employer's liability insurance to cover employees and volunteers as required by state and federal law. All insurance required by this paragraph must be primary and non-contributory.

8. Termination for Public Convenience: The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, such termination is in the best interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Vendor shall be entitled to payment for actual quantities received, at unit contract prices for quantities of material delivered. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County. If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

9. Electronic Signatures: A copy of this Agreement signed electronically and transmitted by facsimile, email, or other means of electronic transmission, shall be deemed to have the same legal effect, for all purposes, as a manually executed original hard copy.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**[VENDOR'S BUSINESS NAME]**

[Insert Name]  
[Insert Title]

**SAN JUAN COUNTY PUBLIC WORKS**

Colin F. Huntmer  
Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPROVED AS TO FORM ONLY**

Prosecuting Attorney  
Randall K. Gaylord

**FINAL APPROVAL**

County Manager  
Michael J. Thomas

By:

\_\_\_\_\_  
Date