

HOWARD N. DASHIELL
DIRECTOR OF TRANSPORTATION



COUNTY OF MENDOCINO
DEPARTMENT OF TRANSPORTATION
340 LAKE MENDOCINO DRIVE
UKIAH, CALIFORNIA 95482-9432
(707) 463-4363 FAX (707) 463-5474

FUNCTIONS

Administration & Business Services
Airports
County Surveyor
Engineering
Land Improvement
Roads and Bridges
Solid Waste

HOLD HARMLESS AGREEMENT

This Agreement, dated as of May 22, 2017, is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and FRANKIES PIZZA AND ICE CREAM PARLOR, hereinafter referred to as the "PERMITTEE".

INDEMNIFICATION: To the fullest extent permitted by law, PERMITTEE shall hold harmless, defend and indemnify the County of Mendocino, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, including the loss there from, or to any violation of federal, state or municipal law or regulation, and (2) is caused in whole or in part by any negligent act, omission or willful misconduct of PERMITTEE, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The COUNTY may participate in the defense of any such claim without relieving PERMITTEE of any obligation hereunder.

INSURANCE AND BOND: PERMITTEE shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.

WORKERS' COMPENSATION: PERMITTEE shall provide Workers' Compensation insurance, as applicable, at PERMITTEE's own cost and expense and further, neither the PERMITTEE nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONFORMITY WITH LAW AND SAFETY:


In performing services under this Agreement, PERMITTEE shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. PERMITTEE shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of PERMITTEE's failures to comply with such laws, ordinances, codes and regulations.

Accidents: If a death, serious personal injury or substantial property damage occurs in connection with PERMITTEE's performance of this Agreement, PERMITTEE shall immediately notify Mendocino County Risk Manager's Office by telephone. PERMITTEE shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of PERMITTEE's sub-contractor, if any; (3) name and address of PERMITTEE's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff was involved.

PERMITTEE further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.

The term of this Agreement shall be dated from July 4, 2017 through July 4, 2017.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

X 
PERMITTEE SIGNATURE

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement