SNOHOMISH COUNTY COUNCIL Snohomish County, Washington

MOTION NO. 25-092

MOTION AUTHORIZING THE EXECUTIVE TO SIGN AMENDMENT NO. 2 WITH NATIONAL FACILITY CONTRACTORS LLC, TO PROVIDE SNOWPLOW AND DEICE SERVICES

WHEREAS, Snohomish County, through its Health Department, previously entered into an Agreement with Transblue, LLC, to provide snow and ice maintenance and removal services at the Rucker building; and

WHEREAS, the County and Transblue, LLC, subsequently amended the Original Agreement to extend agreement term and total amount, remove supplemental agreements, and amend Exhibit "B" Rate Schedule ("Amendment 1"); and

WHEREAS, on December 4, 2024, the Original Agreement was assumed by National Facility Contractors LLC (NFC); and

WHEREAS, National Facility Contractors LLC, and the Snohomish County Health Department have a current need to enter into an amendment to extend the term and increase the not to exceed amount of the agreement by an additional \$30,000;

NOW, THEREFORE, ON MOTION, the County Council hereby authorizes the Executive to sign Amendment No. 2 with National Facility Contractors LLC, in substantially the form as that attached hereto as Exhibit A.

2025

day of

PASSED this

1 710025 tillo day of	
	SNOHOMISH COUNTY COUNCIL Snohomish County, Washington
ATTEST:	Council Chair
Deputy Clerk of the Council	_

EXHIBIT A

CONSENT TO ASSUMPTION AND AMENDMENT NO. 2 TO AGREEMENT BETWEEN SNOHOMISH COUNTY AND NATIONAL FACILITY CONTRACTORS LLC

This Consent to Assumption and Amendment No. 2 to Agreement is made and entered into on the 1st day of February, 2025, between the SNOHOMISH COUNTY, hereinafter called "County," and NATIONAL FACILITY CONTRACTORS LLC, hereinafter called the "Contractor."

WHEREAS, the County previously entered into an agreement (the "Original Agreement") with Transblue, LLC, to provide snow and ice maintenance and removal services; and

WHEREAS, on January 19, 2024, the County and Transblue, LLC, executed an Amendment No. 1 to the Original Agreement to amend the agreement term and total amount, remove supplemental agreements, and amend Exhibit "B" Rate Schedule; and

WHEREAS, on December 4, 2024, the Original Agreement, as amended, was assumed by National Facility Contractors LLC (NFC); and

WHEREAS, under the terms of the Original Agreement, as amended, the Original Agreement may not be assigned without the express written consent of the County; and

WHEREAS, all parties desire to approve the assignment of the Original Agreement, as amended, and to further amend and extend the term of the Original Agreement and increase the total amount;

NOW THEREFORE, in consideration of the terms, conditions covenants and performance contained herein or attached and incorporated, and made a part hereof, the parties hereto agree as follows:

Each and every provision of the Original Agreement dated January 31, 2021, as amended, shall remain in full force and effect, except as modified below:

- 1. Contractor accepts and acknowledges that upon assuming the Original Agreement, as amended, it agreed to and assumed the interests, duties and obligations therein.
- 2. County hereby consents to the assumption of the Original Agreement, as amended, to Contractor.
- 3. The term of the Original Agreement, as amended, is hereby extended through January 31, 2028.
- 4. The total contract amount of the Original Agreement, as amended, is hereby increased by an additional \$30,000, bringing the maximum not to exceed amount of the Original Agreement to \$80,000.
- 5. Section V.1 Notices of the Original Agreement is amended as follows:

Notices to the County shall be sent to the following address:

Snohomish County Health Department

3020 Rucker Ave., Suite 306

Everett, WA 98201

Telephone: 425.339.5200

Email: SHD-Contracts@co.snohomish.wa.us

Notices to the Contractor shall be sent to the following address:

David Wescott

National Facility Contractors LLC

PO BOX 1504

Everett, WA 98206

Consent to Assumption and Amendment No. 2 to Agreement – Page 1 of 2

Telephone: 617.251.2720

Email: mailto:DavWes@nationalfacilitycontractors.com

6. All other terms and conditions remain unchanged.

IN WITNESS THEREOF, Contractor has caused this Consent to Assumption and Amendment No. 2 to Agreement, to be executed by its Vice President, and the County has caused this Consent to Assumption and Amendment No. 2 to Agreement to be executed by its Executive, each of whom have authority to bind their respective entities.

SNOHOMISH COUNTY:		NATIONAL FACILITY	
		CONTRACTORS LLC:	
			1-77-25
County Executive	Date	David Wescott Vice President	Date