

CONTRACTOR: Skagit City Trucking School, LLC  
CONTACT PERSON: Joe Hardy  
ADDRESS: 2418 Old Hwy 99 South / PO Box 1245  
Mount Vernon, WA 98273  
TELEPHONE/FAX NUMBER: 360-982-2891 / 360-982-2895  
COUNTY DEPARTMENT: Public Works  
DEPARTMENT CONTACT PERSON: Max McGill  
TELEPHONE NUMBER: 425-388-7507  
PROJECT: Commercial Driver’s License Training  
AMOUNT: \$312,000  
FUND SOURCE: Road Fund  
CONTRACT DURATION: Execution through December 31, 2025

TRAINING SERVICES AGREEMENT CC04-24

THIS AGREEMENT (the “Agreement”) is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”), and Skagit City Trucking School, LLC, a Washington limited liability corporation (the “Contractor”). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is for the Contractor to provide Commercial Driver’s License Training Services. The scope of services is as defined in Schedule A attached hereto and by this reference made a part hereof. This agreement is a result of RFP-23-073LY.

2. Term of Agreement; Time of Performance. This Agreement shall be effective upon Execution (the “Effective Date”) and shall terminate on December 31, 2025. The Contractor shall commence work upon the Effective Date and shall complete the work required by this Agreement no later than December 31, 2025, PROVIDED, HOWEVER, that the County’s obligations after December 31, 2024, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

2. Location of Performance and Training Equipment and Materials. Trainings shall occur either on Snohomish County campuses or at training facilities located no more than 50 miles from the following Road Maintenance District 1 & 2 shop locations:

- 3.
- |                               |                     |
|-------------------------------|---------------------|
| 19620 67 <sup>th</sup> Ave NE | 8915 Cathcart Way   |
| Arlington, WA 98223           | Snohomish, WA 98296 |

4. Compensation.

a. Services. Upon completion of the training, the County will pay the Contractor for services as set forth in Schedule B attached hereto and by this reference made a part of this Agreement.

b. Overhead and Expenses. The Contractor's compensation for services includes overhead and reimbursable expenses.

c. Invoices. Upon completion of the work, the Contractor shall submit a properly executed invoice with an itemization of the hours (or days) expended and a brief description of the work performed. Subject to Section 8 of this Agreement, the County will pay the contract compliant invoice within thirty (30) days of its receipt.

Invoices shall be sent to [PWInvoices@snoco.org](mailto:PWInvoices@snoco.org)

d. Payment. The County's preferred method of payment under this contract is electronic using the County's "e-Payable" system with Bank of America. The Contractor is highly encouraged to take advantage of the electronic payment method.

In order to utilize the electronic payment method, the Contractor shall email [SnocoEpaybles@snoco.org](mailto:SnocoEpaybles@snoco.org) and indicate it was awarded a contract with Snohomish County and will be receiving payment through the County's e-Payable process. The Contractor needs to provide contact information (name, phone number and email address). The Contractor will be contacted by a person in the Finance Accounts Payable group and assisted with the enrollment process. This should be done as soon as feasible after County award of a contract or purchase order, but not exceeding ten (10) business days.

Department approved invoices received in Finance will be processed for payment within seven calendar days for e-Payable contractors. Invoices are processed for payment by Finance two times a week for contractors who have selected the e-Payable payment option.

In the alternative, if the Contractor does not enroll in the electronic ("e-Payable") payment method described above, contract payments will be processed by Finance with the issuance of paper checks or, if available, an alternative electronic method. Alternative payment methods, other than e-Payables, will be processed not more than 30 days from receipt of department approved invoices to Finance.

THE COUNTY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE COUNTY'S VISA PURCHASING CARD (PCARD).

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

e. Payment Method. In addition to Payment section above, the County may make payments for purchases under this contract using the County's VISA purchasing card (PCARD). Are you willing to accept PCARD payments without any fees or surcharges?

Yes  No

f. Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed **\$312,000**.

5. Direction and Control. The Contractor agrees that Contractor will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

6. Ownership. All reports, plans, specifications, all forms of electronic media, and data and documents produced in the performance of this Agreement shall become the property of the County.

7. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties and reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

8. Contact Person: The assigned Contact Person (or Project Manager) for the County for this Agreement shall be:

Name: Max McGill  
Title: Road Maintenance Training Administrator  
Department: Public Works

9. County Review and Approval. Upon submittal of any report or other information required by the scope of services to be performed, the County may, following review by the County, accept such work or reject it, or request such modification or additions as it deems appropriate. Payment for such work will not be made until the work is accepted by the County.

10. Subcontracting and Assignment. The Contractor shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County.

11. Records and Access; Audit; Ineligible Expenditures. The Contractor must maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Contractor. The County or any of its duly authorized representatives shall have access at reasonable time to any books, documents, or papers and records of the Contractor which are directly related to this Agreement for the purposes of audit examinations, excerpts, or transcripts. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the County by the Contractor.

12. Hold Harmless. The Contractor shall assume the risk of, be liable for, and pay all damage, loss, cost and expense of any party, including any of its employees, arising out of the performance of this Agreement, except that caused by negligence and/or willful misconduct solely of Snohomish County and its employees acting within the scope of their employment. The Contractor shall hold harmless from and indemnify Snohomish County against all claims, losses, suits, actions, costs, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property or business and/or any death, injury or disability to or of any person or party, including any employee, arising out of or suffered, directly or indirectly, by reason of or in connection with the performance of this Agreement or any act, error or omission of the Contractor, Contractor's employees, agents or subcontractors, whether by negligence or otherwise.

With respect to the Contractor's obligations to hold harmless, indemnify and defend provided for herein, but only as such obligations relate to claims, actions or suits filed against the County, the Contractor further agrees to waive its immunity under the Industrial Insurance Act, Title 51 RCW, for any injury or death suffered by the Contractor's employees caused by or arising out of the Contractor's acts, errors or omissions in the performance of this Agreement. This waiver is mutually negotiated by the parties.

The Contractor's obligation shall include, but not be limited to investigating, adjusting, and defending all claims alleging loss from action, error or omission or breach of any common law, statutory or other delegated duty by the Contractor, Contractor's employees, agents, or subcontractors.

13. Insurance Requirements. The Contractor shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees.

**No Limitation.** Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

a. Commercial General Liability Insurance. Commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations; and endorsed to include Snohomish County, its officers, elected officials, agents, and employees as an additional insured is required. Claims-made commercial general liability insurance will not be accepted.

b. Automobile Liability Insurance. If the scope of services includes activities involving the use of an automobile, automobile liability insurance for ANY AUTO with a minimum limit of \$2,000,000 combined single limit is required.

d. Workers' Compensation Insurance. If required, the Contractor shall provide or purchase workers' compensation insurance coverage to meet the Washington State Industrial Insurance regulations and cause any subcontractors working on behalf of the Contractor to also carry such insurance prior to performing work under the Agreement. The County will not be

responsible for payment of workers' compensation premiums or for any other claim or benefit for the Contractor, its employees, consultants, or subcontractors which might arise under the Washington State Industrial Insurance laws.

e. Employers' Liability or "Stop Gap" coverage: \$1,000,000.00

f. Insurance for Subcontractors. To the extent that subcontractors are permitted pursuant to Section 12 of this Agreement, the Contractor shall require subcontractors to be subject to all of the same insurance requirements as stated herein for the Contractor.

g. Other Insurance Provisions. All insurance shall be placed with insurance carriers licensed to do business in the state of Washington and with carriers subject to approval by the County. The County reserves the right to approve all deductibles. Insurance shall not be reduced or canceled without thirty (30) days' prior written notice to the County.

h. Certificate of Insurance; Approval of Insurance. Prior to execution of this Agreement and within ten (10) days after the bid award, if any, the Contractor shall provide the County with a certificate of insurance outlining the required coverages, limits and additional insurance endorsement. Approval of insurance is a condition precedent to approval of this Agreement by the County Risk Manager.

14. Compliance with Laws. The Contractor shall comply with all applicable federal, state and local laws in performing this Agreement.

15. Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

During the performance of this contract, Consultant agrees to comply with all of the terms required by Schedule C, Appendices A and E, attached hereto and incorporated by this reference.

16. Termination.

a. If the Contractor breaches any of its obligations hereunder, and fails to cure the same within five (5) days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Contractor only for the services and corresponding reimbursable expenses, if any, accepted by the County in accordance with Sections 4 and 9 hereof.

b. The County may terminate this Agreement upon five (5) days' written notice to the Contractor for any reason other than stated in subparagraph a., above, in which case payment shall be made in accordance with Sections 4 and 8 hereof for the services and corresponding reimbursable expenses, if any, reasonably and directly incurred by the Contractor in performing this Agreement prior to receipt of the termination notice.

c. Termination shall not affect the rights of the County under any other section or paragraph herein.

17. Notices. All notices and other communications shall be in writing and shall be sufficiently given and shall be deemed given on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County:                                      Snohomish County  
Public Works Department  
19620 67<sup>th</sup> Ave NE  
Arlington, WA 98223  
Attention:      Max McGill  
Training Administrator Road Maintenance

If to the Contractor:                                      Skagit City Trucking School, LLC  
PO Box 1245  
Mount Vernon, WA 98273  
Attention:      Joe Hardy

The County or the Contractor may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

18. Confidentiality. The Contractor shall not disclose, transfer, sell or otherwise release any client information gained by reason of performance under this Agreement to any party. The Contractor may use such information solely for the purposes necessary to meet the requirements under this Agreement.

19. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington. Any lawsuit regarding this Agreement must be brought in the Superior Court for Snohomish County, Washington.

20. Conflicts Between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text of this Agreement, the text shall prevail.

21. Severability. Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions shall remain in full force and effect.

22. Complete Agreement. This document, including any schedules or exhibits attached hereto, constitutes the entire agreement between the parties. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded.

23. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Contractor, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Contractor, as the case may be.

“County”  
SNOHOMISH COUNTY:

“Contractor”  
SKAGIT CITY TRUCKING SCHOOL,  
LLC:

\_\_\_\_\_  
County Executive      Ken Klein      Date  
   Executive Director

\_\_\_\_\_  
Title:

Approved as to insurance provisions:

Approved as to form only:

\_\_\_\_\_  
Risk Management      Date

\_\_\_\_\_  
Counsel to the Contractor      Date

Approved as to form only:

/s/ George Marsh      01/24/2024  
Deputy Prosecuting Attorney      Date

SCHEDULE A  
SCOPE OF SERVICES

The Contractor shall provide Commercial Driver's License Training Services. Contractor shall accommodate 1-9 students per class with a maximum total of up to 40 students annually.

Trainings shall include any and all training(s) required to complete course studies to obtain a Class-A CDL License (without equipment operational restrictions and with endorsements) in Washington State.

Training Shall Include:

1. Tuition for a DOT Approved Class-A CDL Training Course
2. Books
3. Supplies
4. Materials
5. Class-A CDL Learners Permit Written Exam Prep Training
6. Pre-trip Walk Around Truck & Trailer Inspection Training
7. Final DOL Written Exam and DOL CDL Driver Skills Test Prep Training
8. Fifth Wheel Tractor Trailer Training (no doubles required by this Employer)
9. Manual Transmission Endorsement Training
10. Combination Training
11. Air-Brakes Training
12. Tanker Endorsement Training
13. Minimum 160 training hours include:
  - a. 40 hours classroom instruction
  - b. 18 hours street driving training
  - c. 16 hours training in backing maneuvers
  - d. 16 hours proficiency development
  - e. 70 hours combined lab training, range training and observation

The daily training schedule shall consist of 8-hours per day, 5-days per week (Monday-Friday) for a total of 4-consecutive weeks = 160 hours

Contractor shall provide classroom facilities, educational materials, supplies and equipment, such as fifth wheel tractor trailer(s) for trainees.



Contractor shall notify the COUNTY in writing (e-mail is sufficient) on the date any County student is absent from training or tardy.

Contractor shall notify the COUNTY in writing (e-mail is sufficient) if any County student is found to be failing academic or practical performance standards.

Upon completion of training, the Contractor shall furnish the COUNTY with a written report of each County student's overall performance (scanned copy of report card via e-mail is sufficient).

The following expenses are NOT included in this training program:

1. DOT Physical
2. DOT Drug Test
3. Drivers Abstract
4. Class-A CDL Learners Permit
5. DOL Written Exam Fee
6. DOL Skills Test & Results Form Fees
7. Class-A CDL License and Endorsement Fees

SCHEDULE B  
COMPENSATION

Item #	Estimated Qty	Description	Unit Price	Extended Price
1	80 Students (over 2 years)	160 hour Washington State DOT Approved Class-A CDL (without equipment operational restrictions, and with endorsements) Training	\$ 3,900	\$ 312,000

SCHEDULE C  
TITLE VI ASSURANCES

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Washington State Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- 4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Washington State Department of Transportation, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Washington State Department of Transportation may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
- 6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Washington State Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).