

**INTERGOVERNMENTAL SERVICES CONTRACT
BETWEEN SNOHOMISH COUNTY AND NORTH COUNTY REGIONAL
FIRE AUTHORITY TO PROVIDE MAINTENANCE SERVICES**

This Intergovernmental Services Contract is made by and between Snohomish County, a political subdivision of the State of Washington (hereinafter the “County”), and North County Regional Fire Authority (the “Authority”), a Washington special purpose district.

RECITALS

- A.** The Authority has requested the County to provide Maintenance Services on Authority owned real property; and,
- B.** The County has the resources to provide the requested services to the Authority; and
- C.** Pursuant to Section 4 below, the Authority shall reimburse the County for its actual costs incurred in performing the requested services, including time, labor, equipment, materials, and administrative overhead, all as more fully described in this Agreement.

NOW, THEREFORE, for and in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Authority agree as follows:

1. Maintenance Services

The County will provide the Authority with maintenance services (the “Services”) including but not limited to: stormwater and drainage maintenance, brush cutting, sweeping, snow removal, asphalt repair, and crane services. Rendering such Services in the same manner, and with the same equipment, as is customarily provided by the County in unincorporated Snohomish County, unless otherwise set forth herein.

2. Authority Responsibilities

- a. Agreement to Cooperate. The Authority shall cooperate in completing the Services. The Authority shall make personnel available at reasonable times and upon reasonable advanced notice, for purposes of facilitating the performance of the Services, including but not limited to any safety planning meeting the County schedules.
- b. Grant of Access. The Authority certifies that it owns the real property upon which the Services shall be rendered and that additional real property or rights-of-way are not needed to complete the Services. The Authority further grants to the County, for the purpose of performing Services pursuant to this Agreement, permission and right-of-entry on, over, under, above and through real property owned by the Authority and for which the Authority is responsible to maintain, as is necessary or convenient for the County to access in performing the Services.

- c. Coordination with Utilities. Should it become necessary or convenient for the County to enter in, on, over, under or above a right-of-way owned by a utility or impact any equipment owned by a utility, the County shall notify the Authority and the Authority shall cooperate in the efforts to coordinate with the utility to obtain any required approvals and/or permits authorizing such activity.
- d. Permitting. At least thirty (30) days prior to the delivery of any requested Services, the Authority shall obtain and provide to the County copies of all permits necessary for the Services.

3. Term of Contract

The term of this Contract shall govern services from mutual execution through December 31, 2027, unless terminated sooner as provided herein.

4. Compensation

- a. Actual Costs. The County shall be reimbursed in full by the Authority for the actual costs of the Services provided on a time and materials basis plus an administrative overhead charge as described in Section 4.b below. The County agrees that only those costs directly allocable to the Services under generally accepted accounting procedures will be charged to the Authority. In computing the cost of the use of machinery and equipment, the County shall charge the requesting party for the full cost to the County of rental machinery and equipment and any operator furnished therewith and/or the County's equipment rental rate on County-owned machinery and equipment.
- b. Administrative Overhead. For the purpose of fixing the compensation to be paid by the Authority for the Services, it is agreed that there shall be included in each billing, to cover administrative costs, an amount not to exceed the County's administrative rate. The County rate is currently set at 20% of the total labor cost to the County for those County employees performing Services for the Authority under this Agreement. This rate may be reasonably adjusted annually to reflect changes in actual administrative costs without the need for a formal amendment of this Agreement.
- c. Invoicing and Payment. The County shall invoice the Authority for all Services performed by the County. The Authority shall remain liable for complete and timely payment of all amounts invoiced. Invoices may be sent monthly, quarterly or on any other schedule that is mutually convenient to the parties. The County shall include in each invoice, documentation of all costs for labor, materials and equipment included in the invoice. Unless the Authority delivers written notice to the County disputing the amount of a particular invoice, the Authority shall make payment on all invoices submitted by the County within thirty (30) days of the invoice date. Amounts not paid within 30 days of the invoice date shall thereafter accrue interest at a rate of twelve percent per annum or one percent per month.

5. Resources

Except as otherwise provided in this Contract, the County and the Authority each agree that the County shall furnish the labor, equipment, and supplies required to perform its obligations under this Contract. All such property shall remain the property of the County. All property used to perform under this Contract shall be acquired, held, and disposed of in any appropriate manner by the County.

6. Records

The County and Authority shall maintain adequate records to support those services set forth in this Contract. Said records shall be maintained for a period of six (6) years after expiration or termination of this Contract. The Authority or any of its duly authorized representatives shall have access to any books, documents, papers, or records of the County that are directly related to this Contract for the purposes of audit examinations, excerpts, or transcripts. Expenditures under this Contract that are determined by audit to be ineligible for reimbursement, and for which payment has been made on behalf of the Authority, shall be refunded to the Authority.

7. Termination

- a. Except as provided in Section 7.b below, either party may terminate this Contract at any time, with or without cause, upon fifteen (15) days' written notice to the other party. The termination notice shall specify the date on which the Contract shall terminate.
- b. This Contract is contingent upon governmental funding and local legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Contract, this Contract may be terminated by either party immediately by delivering written notice to the other party. The termination notice shall specify the date on which the Contract shall terminate.
- c. Calculation of Costs Due Upon Early Termination. Upon early termination of this Contract as provided in this Section 7, the Authority shall pay the County for all Maintenance Services performed up to the date of termination. The County shall notify the Authority within thirty (30) days of the date of termination of all remaining costs. No payment shall be made by the Authority for any expense incurred or Maintenance Services performed following the effective date of termination unless authorized in writing by the Authority.

8. Notices

Any notice required or permitted to be given under this Contract shall be sent either by certified mail, return receipt requested, or by personal delivery. Any notice will be effective when actually received or, if mailed as provided herein, on the earlier of actual receipt or three (3) days after the date deposited in the mail.

- a. Any notice from the Authority to the County shall be sent or delivered to:

Snohomish County Public Works
Road Maintenance Division
3000 Rockefeller Avenue, M/S 607
Everett, WA 98201

- b. Any notice from the County to the Authority shall be sent or delivered to:

Dave Kraski, Deputy Chief of Operations
North County Regional Fire Authority
8117 3267th Street NW
Stanwood, WA 98292

9. Hold Harmless/Indemnification/Defend

- a. **Authority's Indemnification of the County.** The Authority shall protect, save harmless, indemnify, and defend, at its own expense, the County, its elected and appointed officials, officers, employees, and agents against all liabilities, suits, losses, costs, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and disbursement, arising out of the performance of this Contract, including claims by Authority employees or third parties, except for those damages or injuries solely caused by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees, or agents.
- b. **County's Indemnification of the Authority.** The County shall protect, save harmless, indemnify, and defend at its own expense, the Authority, its elected and appointed officials, officers, employees, and agents, against all liabilities, suits, losses, costs, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and disbursement, arising out of the performance of this Contract, including claims by County employees or third parties, except for those damages solely caused by the negligence or willful misconduct of the Authority, its elected and appointed officials, officers, employees, or agents.
- c. The provisions of this Section 9 shall survive the expiration or earlier termination of this Contract.

10. Insurance

Each Party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and /or injuries to persons arising out of its activities associated with this Contract as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self- insurance shall not limit the liability of the indemnifying part to the indemnified party(s).

11. Miscellaneous

a. Independent Contractor

The County will perform all Maintenance Services under this Contract as an independent contractor and not as an agent, employee, or servant of the Authority. The County has the express right to direct and control the County's activities in providing the agreed Services in accordance with the specifications set out in this Contract. The Authority shall only have the right to ensure performance.

b. Legal Requirements.

In performance of its obligations under this Contract, each party shall comply with all applicable federal, state, and local laws, rules, and regulations.

c. No Third Party Beneficiary.

This Contract and each and every provision hereof is for the sole benefit of the Authority and the County. No other persons or parties shall be deemed to have any rights in, under or to this Contract.

d. Governing Law and Venue.

This Contract shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Contract shall be in the Superior Court of the State of Washington, in and for Snohomish County.

e. Severability.

If any provision of this Contract or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Contract and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law

f. No Assignment.

This Contract shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Contract in violation of the preceding sentence shall be null and void and shall constitute a Default under this Contract.

g. Entire Contract

This Contract constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Contract may not be modified

or amended in any manner except by a written document signed by the party against whom such modification is sought to be enforced.

“County”

“Authority”

SNOHOMIS COUNTY

**NORTH COUNTY REGIONAL
FIRE AUTHORITY**

BY: _____
County Executive Ken Klein
Executive Director

BY: _____
TITLE: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

/s/ George Marsh 09/19/2022
George Marsh, Deputy Prosecuting Attorney

Attorney