

SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington

MOTION NO. 24-457

MOTION AUTHORIZING THE EXECUTIVE TO SIGN AMENDMENT NO. 2 WITH  
RAINIER TITLE TO PROVIDE TITLE REPORT SERVICES

WHEREAS, the Treasurer's office entered into an Agreement with Rainier Title to provide title reports in support of the office's foreclosure operations; and

WHEREAS, the parties subsequently amended the agreement to extend these services to December 31, 2026; and

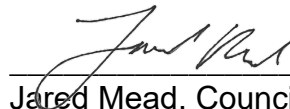
WHEREAS, the authorized spending limit in the original agreement is not expected to provide sufficient fundings to pay for anticipated services; and

WHEREAS, Rainier Title and the Treasurer's office have a current need to enter into an amendment to increase the not to exceed amount of the agreement to \$275,000;

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

PASSED this 4<sup>th</sup> day of December, 2024.

SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington



Jared Mead, Council Chair

ATTEST:



Deputy Clerk of the Council

## EXHIBIT A

### AMENDMENT NO. 2 TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT NO. 2 TO AGREEMENT FOR PROFESSIONAL SERVICES (the “Second Amendment”) is made and entered into this 11 day of October, 2024, by and between Snohomish County, a political subdivision of the State of Washington (the “County”), and Rainier Title, a Washington limited liability company (the “Contractor”) (collectively the “Parties”).

### RECITALS

- A. The County and the Contractor entered into an agreement entitled “Agreement for Professional Services” (the “Original Agreement”) on June 8, 2021;
- B. On November 20, 2023, the parties executed “Amendment No. 1 to Agreement for Professional Services” (the “First Amendment”) in which they agreed to extend the contract term through December 31, 2026;
- C. The Parties desire to amend the Original Agreement, as amended, to increase the contract maximum in order to allow for additional work that will occur under the First Amendment and any future contract extensions;
- D. The Parties further wish to update their notice provisions;

### AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual benefits conferred on both parties, the parties agree as follows:

**Section 1.** Section 3f of the Original Agreement is hereby amended to read in its entirety as follows:

Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed \$275,000 for the initial term and any extension thereof exercised pursuant to Section 2 above.

**Section 2.** Section 22 of the Original Agreement is hereby amended to read in its entirety as follows:

Notices. All notices and other communications shall be in writing and shall be sufficient if 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 Treasurer  
3000 Rockefeller Ave M/S 501  
Everett, Washington 98201  
Attention:            Alexander Lark

Deputy Chief Treasurer

and to: Snohomish County Purchasing Division  
3000 Rockefeller Avenue, M/S 507  
Everett, Washington 98201  
Attention: Bill Thornton  
Purchasing Manager

If to the Contractor: Rainier Title  
2722 Colby Ave., Ste 125  
Everett, Washington 98201  
Attention: Michael McCarthy  
Executive Vice President

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.

**Section 3.** All other terms and conditions of the Original Agreement, as amended by the First Amendment, shall remain in full force and effect except as expressly modified by this Second Amendment.

IN WITNESS THEREOF, the parties hereto have executed this Second Amendment as of the day and year first written above.

**COUNTY:**

Snohomish County, a political subdivision  
of the State of Washington

**CONTRACTOR:**

Rainier Title, a Washington limited liability  
company

By **Klein, Ken** Digitally signed by Klein, Ken  
Date: 2024.12.05 09:08:12  
-08'00'  
Name: Ken Klein  
Title: Executive Director

By **Michael McCarthy** Digitally signed by Michael  
McCarthy  
Date: 2024.10.11 08:20:20 -07'00'  
Name: Michael McCarthy  
Title: EVP of Title