

## **AMENDMENT NO. 2 TO AGREEMENT WITH CORT BUSINESS SERVICES CORPORATION**

THIS AMENDMENT NO. 2 TO AGREEMENT WITH CORT SERVICES CORPORATION (the “Second Amendment”) is made and entered into this 21<sup>st</sup> day of November, 2024 by and between Snohomish County, a political subdivision of the State of Washington (the “County”), the Cort Business Services Corporation, a foreign for-profit corporation registered to do business in the State of Washington and doing business as: Cort Party Rental (the “Contactor”) (collectively the “Parties”).

### **RECITALS**

A. The County and Contractor executed an agreement for Canopy, Decorator, Display booth rentals and support services (the “Original Agreement”) on July 29, 2021;

B. The Original Agreement was subsequently amended (the “First Amendment”) on October 14, 2021, in order to increase the contract amount by an additional \$11,000 for renting larger tents to allow for social distancing for Covid hazard mitigation;

C. The Parties desire to further amend the Original Agreement, as amended, to cover increased rental costs for additional equipment (e.g., canopies, drapes and poles) from the 2024 Evergreen State Fair and anticipated for the 2025 Evergreen State Fair;

### **AGREEMENT**

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

**Section 3** of the Original Agreement [as amended], is hereby amended to read in its entirety as follows:

e. **Contract Maximum.** Total charges under this Agreement, all fees and expenses included, shall not exceed \$41,000 for 2021, \$41,000 for 2022, \$41,000 for 2024, \$50,000 for 2024, and \$50,000 for 2025.

**Section 2.** Schedule B for the Original Agreement, as amended, is hereby replaced in its entirety by Schedule B1, attached hereto and incorporated herein by this reference.

**Section 3.** The parties, through the adoption of this Second Amendment, further ratify First Amendment.

**Section 4.** All other terms and conditions of the Original Agreement, as amended, 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

By Tom Teigen  
Name: Tom Teigen  
Title: Director, DCNR

**CONTRACTOR:**

Cort Business Corporation, a foreign for-profit  
corporation registered to do business in the State  
of Washington.

By Felix Felipa  
Name: Felix Felipa  
Title: Project Manager

## **Schedule B1 Compensation**

1. **Agreement Maximum.** Total charges under this Agreement, all fees and expenses included, shall not exceed \$41,000 for 2021, \$41,000 for 2022, \$41, for 2023, \$50,000 for 2024, and \$50,000 for 2025, and which shall include labor, materials, equipment, delivery charges, installation, repair, replacement, if necessary, mileage/travel time, removal of the items under this contract, unless authorized by the County. The County shall not be obligated to purchase any items contained in this Agreement.

Costs for other events produced by the Fairgrounds will not fall under the unit rates outlined on the Contractor's submittal to RFP and be in addition to the item numbers noted on the RFP Submittals.

2. **Pricing and Taxes.** Prices shall include everything necessary for the execution and completion of the Agreement including all labor, materials, and equipment to provide, transport, set up, install, repair and remove canopies, exhibit both, and flags. Prices shall include all freight charges, if applicable, FOB to designated delivery points.

County shall pay any Washington State sales/use taxes applicable to the Agreement price or tender an appropriate amount to the Contractor for payment to Washington State. The County is exempt from Federal excise taxes. When requested, an exemption certificate shall be furnished.

3. **Quantities.** Quantities and items change annually. Quantities for other Fairgrounds-produced events shall be handled separately with Unit Pricing still in effect for these events.
4. **Replacement.** County shall not be subjected to additional fees or service charges if Contractor fails to bring out the correct number or type of equipment originally ordered.
5. **Missing or Damaged Inventory.** County shall not be responsible for any missing or damaged inventory unless equipment has been previously inventoried (during set up and removal by Contractor and County jointly).
6. **Price Revisions.** Prices shall remain firm for the duration of the Agreement. Contractor may request price changes and shall supply documentation satisfactory to County such as changes to the Producers Price Index for the commodity, the Consumer Price Index for the Seattle-Bellevue-Everett area, or a manufacturer's published notification of price change(s). Reasonable price changes based on market conditions and price/cost analysis may be approved by County. County will evaluate this information to determine if revising the pricing is considered fair and reasonable to the satisfaction of County. Requests for any such change are to be made in writing to the Buyer in the Purchasing Division office. A written change order issued by the County will institute the price adjustment, provide the new prices and establish the effective date for the new prices.

The Contractor shall endeavor to give Snohomish County Purchasing Division thirty (3) days but not less than fourteen (14) days written notice prior to the effective date of the price increase. The County may cancel the Agreement if the price increase request is not approved. All price reductions at the manufacturer's or distributor's level shall be reflected in a reduction of the Agreement prices(s) to Snohomish County retroactive to the effective date of the price reduction.