

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411
Deborah A. Diamond dba D. Diamond Consulting 23015 111 th Avenue SW Vashon, WA 98070

CONTRACT AMENDMENT	
Contract No.	07821
Amendment No.	No. 1
Effective Date	March 1, 2023

**FIRST AMENDMENT
TO
STATEWIDE CONTRACT NO. 07821
PERSONNEL INVESTIGATOR SERVICES & DIGITAL FORENSICS INVESTIGATOR SERVICES**

This First Amendment (“Amendment”) to Contract No. 07821 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“State”) and Deborah A. Diamond dba D. Diamond Consulting, a sole proprietor (“Contractor”) and is dated as of March 1, 2023.

R E C I T A L S

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 07821 for Personnel Investigator Services & Digital Forensics Investigator Services dated effective as of March 1, 2022 (“Contract”).
- B. The amendment set forth herein is within the scope of the Contract.
- C. The Parties now desire to amend the Contract as set forth herein.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. Exhibit B - Prices. Exhibit B – Prices is hereby amended by deleting the existing Exhibit B- Prices in its entirety and inserting the attached Exhibit B – Prices to reflect an economic price adjustment of a 1.2% increase for all services from the previous set price.
- 2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
- 3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**DEBORAH A. DIAMOND DBA D. DIAMOND CONSULTING
A SOLE PROPRIETOR**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: Deborah Diamond
Deborah Diamond (Apr 13, 2023 14:50 PDT)

By: Bang

Name: _____

Name: Julia Bang

Title: _____

Title: Contract Specialist

Date: Apr 13, 2023

Date: Apr 13, 2023

Deborah Diamond
ddiamondconsulting@msn.com
206-200--3236

Category 1 Personnel Investigator Services	Prices (Not to Exceed hourly rates)
Discrimination (race, gender, national origin, religion, veteran status, disability, and age);	\$202.40
Sexual harassment or hostile work environment;	\$202.40
Employee misconduct;	\$202.40
Employee performance issues;	\$202.40
Just cause (i.e., grievance process pursuant to a collective bargaining agreement); and	\$202.40
Retaliation	\$202.40

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411 Deborah A. Diamond dba D. Diamond Consulting 23015 111 th Avenue SW Vashon, WA 98070	CONTRACT AMENDMENT	
	Contract No.	07821
	Amendment No.	2
	Effective Date	March 1, 2024

SECOND AMENDMENT
TO
STATEWIDE CONTRACT NO. 07821
PERSONNEL INVESTIGATOR SERVICES & DIGITAL FORENSICS INVESTIGATOR SERVICES

This Second Amendment (“Amendment”) to Contract No. 07821 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“State”) and Deborah A. Diamond dba D. Diamond Consulting, a sole proprietor (“Contractor”) and is dated as of March 1, 2024.

R E C I T A L S

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 07821 for Personnel Investigator Services & Digital Forensics Investigator Services dated effective as of March 1, 2022 (“Contract”).
- B. The Parties previously amended the contract one (1) time.
 - a. Amendment 1, effective March 1, 2023. Exhibit B - Prices, is hereby amended by deleting Exhibit B in its entirety and inserting the new Exhibit B - Prices to increase by 1.2% from the previous set price.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. EXHIBIT B - PRICES. Exhibit B – Prices is hereby amended by deleting the existing Exhibit B- Prices in its entirety and inserting the attached Exhibit B – Prices to reflect an economic price adjustment of a 1.2% increase for all services from the previous set price.
- 2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.

3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**DEBORAH A. DIAMOND DBA D. DIAMOND CONSULTING
A SOLE PROPRIETOR**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: *Deborah Diamond*
Deborah Diamond (Mar 5, 2024 10:17 PST)

Name: Deborah Diamond

Title: Owner

Date: 03/05/2024

By: *Tim Foitzik*

Name: Tim Foitzik

Title: Procurement Supervisor

Date: 03/05/2024

PRICES

Category 1 Personnel Investigator Services	Prices (Not to Exceed hourly rates)
Discrimination (race, gender, national origin, religion, veteran status, disability, and age);	\$204.83
Sexual harassment or hostile work environment;	\$204.83
Employee misconduct;	\$204.83
Employee performance issues;	\$204.83
Just cause (i.e. grievance process pursuant to a collective bargaining agreement); and	\$204.83
Retaliation	\$204.83