

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411
Ogden Murphy Wallace, P.L.L.C. 901 Fifth Ave, Suite 3500 Seattle, WA 98164-2008

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 Ogden Murphy Wallace, P.L.L.C, a Washington limited liability company (“Contractor”) and is dated as of March 1, 2023.

RECITALS

- 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.

AGREEMENT

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.

**OGDEN MURPHY WALLACE, P.L.L.C.,
A WASHINGTON LIMITED LIABILITY COMPANY**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
Karen Sutherland (Apr 13, 2023 16:32 PDT)
Name: _____
Title: _____
Date: Apr 13, 2023

By: 
Name: Julia Bang
Title: Contract Specialist
Date: Apr 13, 2023

Ogden Murphy Wallace
ksutherland@omwlaw.com
206-447-2241

Category 1 Personnel Investigator Services	Prices (Not to Exceed hourly rates)
Discrimination (race, gender, national origin, religion, veteran status, disability, and age);	\$354.20
Sexual harassment or hostile work environment;	\$354.20
Employee misconduct;	\$354.20
Employee performance issues;	\$354.20
Just cause (i.e., grievance process pursuant to a collective bargaining agreement); and	\$354.20
Retaliation	\$354.20

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411 Ogden Murphy Wallace, P.L.L.C. 901 Fifth Ave, Suite 3500 Seattle, WA 98164-2008	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 Ogden Murphy Wallace, P.L.L.C, a Washington limited liability company (“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.

**OGDEN MURPHY WALLACE, P.L.L.C.,
A WASHINGTON LIMITED LIABILITY COMPANY**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 

 Name: Karen Sutherland
 Title: Member
 Date: 03/05/2024

By: 

 Name: Tim Foitzik
 Title: Procurement Supervisor
 Date: 03/05/2023

PRICES

Category 1 Personnel Investigator Services	Prices (Not to Exceed hourly rates)
Discrimination (race, gender, national origin, religion, veteran status, disability, and age);	\$358.45
Sexual harassment or hostile work environment;	\$358.45
Employee misconduct;	\$358.45
Employee performance issues;	\$358.45
Just cause (i.e. grievance process pursuant to a collective bargaining agreement); and	\$358.45
Retaliation	\$358.45