

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	<b>CONTRACT AMENDMENT</b>	
	Contract No.:	17422
H & I Assets, Ltd. DbA Apex Legal Services 13300 Bothell Everett Hwy, #303-674 Mill Creek, WA 98012	Amendment No.:	01
	Effective Date:	July 10, 2024

**FIRST AMENDMENT  
TO  
CONTRACT NO. 17422  
PROCESS SERVER SERVICE**

This first Amendment (“Amendment”) to Contract No. 17422 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 (“Enterprise Services”) and H & I Assets, Ltd. DbA Apex Legal Services, a Washington Corporation (“Contractor”) and is dated as of July 10, 2024.

**RECITALS**

- A. Enterprise Services and Contractor (collectively the “Parties”) entered into that certain Contract No. 17422 dated effective as of July 1, 2023 (“Contract”).
- B. The Parties now desire to amend the Contract as set forth herein.
- C. The amendment set forth herein is within the scope of the Contract.

**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. **ECONOMIC ADJUSTMENT.** Exhibit B – Prices for Goods/Services is hereby amended by deleting the existing Exhibit B in its entirety and inserting the attached Exhibit B – Prices for Services to increase by 5.1% from the previous set price.
2. **ECONOMIC ADJUSTMENT.** Section 3.3 of the Contract is hereby amended by deleting this sentence, “Prices shall be adjusted on January 1<sup>st</sup>”. As it states elsewhere in Section 3.3 (Economic Adjustment), prices shall be adjusted on every annual anniversary of the Contract.
3. **NONDISCRIMINATION.** The following provision is added to the end of Section 18 (General Provisions) as a new subsection:

18.24 **NONDISCRIMINATION.**

- (a) Nondiscrimination Requirement. During the term of this Contract, beginning as of the effective date of this Amendment, Contractor, including any subcontractor, shall not discriminate

on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

- (b) Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- (c) Default. Notwithstanding any provision to the contrary, Enterprise Services may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Enterprise Services receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Enterprise Services may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- (d) Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Enterprise Services and/or Purchasers shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Enterprise Services and/or Purchasers for default under this provision.

- 4. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
- 5. **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.

6. 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.
7. 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.
8. 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.

**H & I ASSETS. LTD. DBA APEX LEGAL SERVICES,  
A WASHINGTON CORPORATION**

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

By: *Hugh Eric Vennes*  
Name: H. Eric Vennes  
Title: Governing Officer  
Date: July 10, 2024

By: *Tim Foitzik*  
Name: Tim Foitzik  
Title: Procurement Supervisor  
Date: July 10, 2024

**APEX LEGAL SERVICES - PRICES FOR SERVICES  
PROCESS SERVER SERVICES**

County	Standard Rate	Expedited Rate	Urgent Rate	Rush Rate	Standby Rate
	completed within 45 days	completed within 8-24 hrs	completed within 8hrs	completed within 5 days	Agreeable time in 15 min increments
Adams	NOT AWARDED				
Asotin	\$ 110.36	\$ 147.14	\$ 168.16	\$ 131.38	\$ 26.28
Benton	NOT AWARDED				
Chelan	NOT AWARDED				
Clallam	\$ 78.83	\$ 115.61	\$ 136.63	\$ 99.85	\$ 26.28
Clark	NOT AWARDED				
Columbia	NOT AWARDED				
Cowlitz	NOT AWARDED				
Douglas	NOT AWARDED				
Ferry	NOT AWARDED				
Franklin	NOT AWARDED				
Garfield	\$ 89.34	\$ 126.12	\$ 147.14	\$ 110.36	\$ 26.28
Grant	NOT AWARDED				
Grays Harbor	NOT AWARDED				
Island	\$ 68.32	\$ 105.10	\$ 126.12	\$ 89.34	\$ 26.28
Jefferson	\$ 78.83	\$ 115.61	\$ 136.63	\$ 99.85	\$ 26.28
King	NOT AWARDED				
Kitsap	NOT AWARDED				
Kittitas	NOT AWARDED				
Klickitat	NOT AWARDED				
Lewis	NOT AWARDED				
Lincoln	NOT AWARDED				
Mason	\$ 78.83	\$ 115.61	\$ 136.63	\$ 99.85	\$ 26.28
Okanogan	NOT AWARDED				
Pacific	NOT AWARDED				
Pend Oreille	\$ 131.38	\$ 168.16	\$ 189.18	\$ 152.40	\$ 26.28
Pierce	NOT AWARDED				
San Juan	\$ 131.38	\$ 168.16	\$ 189.18	\$ 152.40	\$ 26.28
Skagit	NOT AWARDED				
Skamania	NOT AWARDED				
Snohomish	NOT AWARDED				
Spokane	NOT AWARDED				
Stevens	NOT AWARDED				
Thurston	NOT AWARDED				
Wahkiakum	NOT AWARDED				
Walla Walla	NOT AWARDED				
Whatcom	NOT AWARDED				
Whitman	NOT AWARDED				
Yakima	NOT AWARDED				
All US States	NOT AWARDED				

# 17422 Amd 01\_Apex Legal Service

Final Audit Report

2024-07-10

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