

State of Washington Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	01015
H&I Assets, Ltd. dba Apex Legal Services 3209 Colby Ave Suite 107 Everett, WA 98201	Amendment No.:	1
	Effective Date:	December 11, 2017

**FIRST AMENDMENT
TO
CONTRACT NO. 01015
PROCESS SERVER SERVICES**

This First Amendment ("Amendment") to Contract No. 01015 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 H&I Assets, Ltd. dba Apex Legal Services, a Washington corporation ("Contractor") and is dated as of December 1, 2017.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 01015 for Process Server Services dated effective as of July 1, 2017 ("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 follows:

1. PRICES FOR SERVICES. Appendix B is here by amended by deleting the existing table in Appendix B in its entirety and inserting the following in lieu thereof:

COUNTY	PRICE	COUNTY	PRICE
ADAMS	\$ 59.00	LINCOLN	\$ 99.00
ASOTIN	\$ 85.00	MASON	\$ 45.00
BENTON	\$ 30.00	OKANOGAN	\$ 99.00
CHELAN	\$ 59.00	PACIFIC	\$ 85.00
CLALLAM	\$ 85.00	PEND OREILLE	\$ 99.00
CLARK	\$ 35.00	PIERCE	Not Awarded
COLUMBIA	\$ 65.00	SAN JUAN	\$ 99.00

COUNTY	PRICE	COUNTY	PRICE
COWLITZ	\$ 30.00	SKAGIT	\$ 25.00
DOUGLAS	\$ 55.00	SKAMANIA	\$ 75.00
FERRY	\$ 99.00	SNOHOMISH	Not Awarded
FRANKLIN	\$ 30.00	SPOKANE	\$25.00
GARFIELD	\$ 65.00	STEVENS	\$ 85.00
GRANT	\$ 55.00	THURSTON	\$ 30.00
GRAYS HARBOR	\$ 65.00	WAHKIAKUM	\$ 99.00
ISLAND	\$ 65.00	WALLA WALLA	\$ 30.00
JEFFERSON	\$ 65.00	WHATCOM	\$ 25.00
KING	Not Awarded	WHITMAN	\$ 85.00
KITSAP	\$ 25.00	YAKIMA	\$ 29.00
KITTITAS	\$ 50.00		
KLICKITAT	\$ 85.00	OUT OF STATE	PRICE
LEWIS	\$ 55.00	ALL US STATES	\$ 99.00
ADD ON SERVICES* (Prices fixed)			
			PRICE
EXPEDITED/URGENT SERVICE, REGARDLESS OF COUNTY, WILL BE BILLED AT:			+ \$55.00
RUSH SERVICE, REGARDLESS OF COUNTY, WILL BE BILLED AT:			+ \$35.00
STANDBY SERVICE, billed in quarter hour increments:			+ ¼ of county rate


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. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission 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.

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

By: _____



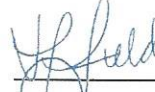
Name: H. Eric Vennes

Title: Corporate President

Date: 12-11-17

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: _____



Name: Veronica Field

Title: Contract Specialist

Date: 11 December 2017

State of Washington Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	01015
H&I Assets, Ltd. dba Apex Legal Services 3209 Colby Ave Suite 107 Everett, WA 98201	Amendment No.:	2
	Effective Date:	May 7, 2019

**FIRST AMENDMENT
TO
CONTRACT NO. 01015
PROCESS SERVER SERVICES**

This Second Amendment (“Amendment”) to Contract No. 01015 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 H&I Assets, Ltd. dba Apex Legal Services, a Washington corporation (“Contractor”) and is dated as of May 7, 2019.

R E C I T A L S

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 01015 for Process Server Services dated effective as of July 1, 2017 (“Contract”).
- B. The Parties previously amended the contract:
 - a. Added service to Spokane County, effective December 11, 2017.
- 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 follows:

- 1. PRICES FOR SERVICES. Appendix B is here by amended by deleting the existing table in Appendix B in its entirety and inserting the following in lieu thereof:

COUNTY	PRICE	COUNTY	PRICE
ADAMS	\$ 59.00	LINCOLN	\$ 99.00
ASOTIN	\$ 85.00	MASON	Not Awarded
BENTON	\$ 30.00	OKANOGAN	\$ 99.00
CHELAN	\$ 59.00	PACIFIC	\$ 85.00
CLALLAM	\$ 85.00	PEND OREILLE	\$ 99.00

COUNTY	PRICE	COUNTY	PRICE
CLARK	\$ 35.00	PIERCE	Not Awarded
COLUMBIA	\$ 65.00	SAN JUAN	\$ 99.00
COWLITZ	\$ 30.00	SKAGIT	\$ 25.00
DOUGLAS	\$ 55.00	SKAMANIA	\$ 75.00
FERRY	\$ 99.00	SNOHOMISH	Not Awarded
FRANKLIN	\$ 30.00	SPOKANE	\$25.00
GARFIELD	\$ 65.00	STEVENS	\$ 85.00
GRANT	\$ 55.00	THURSTON	\$ 30.00
GRAYS HARBOR	\$ 65.00	WAHKIAKUM	\$ 99.00
ISLAND	\$ 65.00	WALLA WALLA	\$ 30.00
JEFFERSON	\$ 65.00	WHATCOM	\$ 25.00
KING	Not Awarded	WHITMAN	\$ 85.00
KITSAP	\$ 25.00	YAKIMA	\$ 29.00
KITTITAS	\$ 50.00		
KLICKITAT	\$ 85.00	OUT OF STATE	PRICE
LEWIS	\$ 55.00	ALL US STATES	\$ 99.00
ADD ON SERVICES* (Prices fixed)			PRICE
EXPEDITED/URGENT SERVICE, REGARDLESS OF COUNTY, WILL BE BILLED AT:			+ \$55.00
RUSH SERVICE, REGARDLESS OF COUNTY, WILL BE BILLED AT:			+ \$35.00
STANDBY SERVICE, billed in quarter hour increments:			+ ¼ of county rate

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. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission 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.

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

By:  _____

Name: H. Eric Vennes

Title: Corporate President

Date: 5-9-19 _____

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By:  _____

Name: Veronica Field

Title: Contract Specialist

Date: 5 May 2019

State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

H & I Assets, LTD
3209 Colby Av Ste 107
Everett, WA 98201-4306

**THIRD AMENDMENT
TO
CONTRACT NO. 01015
PROCESS SERVER SERVICES**

This Third Amendment (“Amendment”) to Contract No. 01015 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 H & I Assets, LTD, DBA Apex Legal Services, a Washington corporation (“Contractor”) and is effective as of October 1, 2019.

RECITALS

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 01015 for Process Server Services dated effective as of July 1, 2017 (“Contract”).
- B. The Parties previously amended the Contract as follows:
 - a. Amendment 1: Added service to Spokane County, effective December 11, 2017.
 - b. Amendment 2: Updated prices for services, effective May 7, 2019.
- 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.

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.** Section 3.3 Economic Adjustment is hereby amended by deleting the existing section 3.3 in its entirety and inserting the following:

ECONOMIC ADJUSTMENT. Twenty Four (24) months after the effective date of this Master Contract, and again Forty Eight (48) months after the effective date of this Master Contract, the prices set forth in Exhibit B shall be adjusted, based upon the percent changes (whether up or down) in the United States Department of Labor, Bureau of Labor and Statistics (BLS) indices described below for the prior two (2) year periods if agreed upon by both parties. Documentation must be based on published indices such as the U.S. Department of Labor’s Consumer Price Index. The grant of any price adjustment will be at the sole discretion of DES. Economic adjustment will lag one (1) calendar quarter past the Contract commencement date to allow for publication of BLS data. For the first adjustment, all calculations for the index shall be based upon data for July, 2019, and for prices that are adjusted, effective date should be October 1, 2019. For the second adjustment, all calculations for the index shall be based upon data for July, 2021, and for prices that are adjusted, effective date should be October 1, 2021. If an index is recoded, that is the replacement is a direct substitute according to the BLS, this Contract will instead use the recode.

If an index becomes unavailable, Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index available will be used. The economic adjustment shall be calculated as follows:

$$\text{New Price} = \text{Old Price} \times (\text{Prior Period Indexes} / \text{Base PCU492}).$$

2. PRICE ADJUSTMENT. Pursuant to section 3.3 of the Master Contract Exhibit B – Prices for Services of the Contract is hereby amended by deleting the existing Exhibit B in its entirety and inserting the table below as Exhibit B – Prices for Services (effective October 1, 2019):

Exhibit B – Prices for Services

COUNTY	PRICE	COUNTY	PRICE
ADAMS	\$ 65.77	LINCOLN	\$ 110.36
ASOTIN	\$ 94.75	MASON	\$ 50.16
BENTON	\$ 33.44	OKANOGAN	\$ 110.36
CHELAN	\$ 65.77	PACIFIC	\$ 94.75
CLALLAM	\$ 94.75	PEND OREILLE	\$ 110.36
CLARK	\$ 39.02	PIERCE	Not Awarded
COLUMBIA	\$ 72.46	SAN JUAN	\$ 110.36
COWLITZ	\$ 33.44	SKAGIT	\$ 27.87
DOUGLAS	\$ 61.31	SKAMANIA	\$ 83.60
FERRY	\$ 110.36	SNOHOMISH	Not Awarded
FRANKLIN	\$ 33.44	SPOKANE	\$ 27.87
GARFIELD	\$ 72.46	STEVENS	\$ 94.75
GRANT	\$ 61.31	THURSTON	\$ 33.44
GRAYS HARBOR	\$ 72.46	WAHKIAKUM	\$ 110.36
ISLAND	\$ 72.46	WALLA WALLA	\$ 33.44
JEFFERSON	\$ 72.46	WHATCOM	\$ 27.87
KING	Not Awarded	WHITMAN	\$ 94.75
KITSAP	\$ 27.87	YAKIMA	\$ 32.33
KITTITAS	\$ 55.74		
KLICKITAT	\$ 94.75	OUT OF STATE	PRICE
LEWIS	\$ 61.31	ALL US STATES	\$ 110.36
ADD ON SERVICES* (Prices fixed)			PRICE
EXPEDITED/URGENT SERVICE, REGARDLESS OF COUNTY, WILL BE BILLED AT:			+ \$55.00
RUSH SERVICE, REGARDLESS OF COUNTY, WILL BE BILLED AT:			+ \$35.00
STANDBY SERVICE, billed in quarter hour increments:			+ ¼ of county rate

3. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
4. 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.
5. 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.
6. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission 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.
7. 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,
A WASHINGTON CORPORATION**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: *Hugh Eric Vennes*
 Name: Hugh Vennes
 Title: Corporate Governing Officer
 Date: Apr 24, 2023

By: *Bang*
 Name: Julia Bang
 Title: Contract Specialist
 Date: Apr 24, 2023









Apex H & I Amd 3 Contract No. 01015

Final Audit Report

2023-04-24

Created:	2023-04-21
By:	Sarah Smith (sarah.smith@des.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2X6FFWvwtsZ7ZejUZ2zYABcsuhe38mHU

"Apex H & I Amd 3 Contract No. 01015" History

-  Document created by Sarah Smith (sarah.smith@des.wa.gov)
2023-04-21 - 5:13:33 PM GMT
-  Document emailed to Hugh Vennes (eric@apexlgl.com) for signature
2023-04-21 - 5:15:19 PM GMT
-  Document emailed to Julia Bang (Julia.Bang@des.wa.gov) for signature
2023-04-21 - 5:15:19 PM GMT
-  Email viewed by Hugh Vennes (eric@apexlgl.com)
2023-04-24 - 3:12:48 PM GMT
-  Document e-signed by Hugh Vennes (eric@apexlgl.com)
Signature Date: 2023-04-24 - 3:13:21 PM GMT - Time Source: server
-  Email viewed by Julia Bang (Julia.Bang@des.wa.gov)
2023-04-24 - 7:09:47 PM GMT
-  Document e-signed by Julia Bang (Julia.Bang@des.wa.gov)
Signature Date: 2023-04-24 - 7:10:12 PM GMT - Time Source: server
-  Agreement completed.
2023-04-24 - 7:10:12 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

H & I Assets, LTD
3209 Colby Ave. Ste. 107
Everett, WA 98201-4306

**FOURTH AMENDMENT
TO
CONTRACT No. 01015
PROCESS SERVER SERVICES**

This Fourth Amendment (“Amendment”) to Contract No. 01015 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 H & I Assets, LTD, dba Apex Legal Services, a Washington Limited Corporation (“Contractor”) and is dated and effective as of January 1, 2022.

RECITALS

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 01015 for Process Server Services dated effective as of July 1, 2017 (“Contract”).
- B. The Parties previously amended the Contract as follows:
 - a. Amendment 1: effective December 11, 2017 (Added Service Area, Spokane County)
 - b. Amendment 2: effective May 7, 2019 (Removed Service Area, Mason County)
 - c. Amendment 3: effective October 1, 2019 (Economic Price Adjustment)
- 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.

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.** Section 3.3 Economic Adjustment is hereby amended by deleting the existing section 3.3 in its entirety and inserting the following:

ECONOMIC ADJUSTMENT. Twenty-Four (24) months after the effective date of this Master Contract, and again Forty-Eight (48) months after the effective date of this Master Contract, the prices set forth in Exhibit B shall be adjusted, based upon the percent changes (whether up or down) in the United States Department of Labor, Bureau of Labor and Statistics (BLS) indices described below for the prior two (2) year periods if agreed upon by both parties. Documentation must be based on published indices such as the U.S. Department of Labor’s Consumer Price Index. The grant of any price adjustment will be at the sole discretion of DES. Economic adjustment will lag one (1) calendar quarter past the Contract commencement date to allow for publication of BLS data. For the first adjustment, all calculations for the index shall

be based upon data for July, 2019, and for prices that are adjusted, effective date should be October 1, 2019. For the second adjustment, all calculations for the index shall be based upon data for July 1, 2021, and for prices that are adjusted, effective date should be January 1, 2022. If an index is recoded, that is the replacement is a direct substitute according to the BLS, this Contract will instead use the recode. If an index becomes unavailable, Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index available will be used. The economic adjustment shall be calculated as follows:

$$\text{New Price} = \text{Old Price} \times (\text{Prior Period Indexes} / \text{Base PCU492}).$$

2. PRICES FOR SERVICE. Pursuant to section 3.3 of the Master Contract Exhibit B – Prices for Services of the Contract is hereby amended by deleting the existing Exhibit B in its entirety and inserting the table below as Exhibit B – Prices for Services (effective January 1, 2022):

Exhibit B – Prices for Services

COUNTY	PRICE	COUNTY	PRICE
Adams	\$72.90	Lincoln	\$122.33
Asotin	\$105.03	Mason	\$57.36
Benton	\$37.07	Okanogan	\$122.33
Chelan	\$72.90	Pacific	\$105.03
Clallam	\$105.03	Pend Oreille	\$122.33
Clark	\$43.25	Pierce	\$30.90
Columbia	\$80.31	San Juan	\$122.33
Cowlitz	\$37.07	Skagit	\$30.89
Douglas	\$67.96	Skamania	\$92.67
Ferry	\$122.33	Snohomish	\$30.90
Franklin	\$37.07	Spokane	\$30.89
Garfield	\$80.31	Stevens	\$105.03
Grant	\$67.96	Thurston	\$37.07
Grays Harbor	\$80.31	Wahkiakum	\$122.33
Island	\$80.31	Walla Walla	\$37.07
Jefferson	\$80.31	Whatcom	\$30.89
King	\$30.90	Whitman	\$105.03
Kitsap	\$30.89	Yakima	\$35.83
Kittitas	\$61.78		
Klickitat	\$105.03	OUT OF STATE	PRICE
Lewis	\$67.96	ALL US STATES	\$122.33
ADD ON SERVICES* (Prices fixed)			PRICE
EXPEDITED/URGENT SERVICE, REGARDLESS OF COUNTY, WILL BE BILLED AT:			+ \$55.00

RUSH SERVICE, REGARDLESS OF COUNTY, WILL BE BILLED AT:	+ \$35.00
STANDBY SERVICE, billed in quarter hour increments:	+ ¼ of county rate

3. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
4. 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.
5. 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.
6. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission 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.
7. 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
A WASHINGTON LIMITED CORPORATION

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: *Hugh Eric Vennes*
Name: H. Eric Vennes
Title: President
Date: January 4, 2022

By: *Alexander Kenesson*
Name: Alexander Kenesson
Title: Procurement Supervisor
Date: 01/06/2022

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	01015
H&I Assets, Ltd. dba Apex Legal Services 3209 Colby Ave Suite 107 Everett, WA 98201	Amendment No.:	5
	Effective Date:	January 20, 2023

**FIFTH AMENDMENT
TO
STATEWIDE CONTRACT NO. 01015
PROCESS SERVER SERVICES**

This Fifth Amendment (“Amendment”) to Contract No. 01015 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 H & I Assets, LTD, dba Apex Legal Services, a Washington Limited Corporation (“Contractor”) and is dated as of January 20, 2023.

RECITALS

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 01015 for Process Server Services dated effective as of January 20, 2023 (“Contract”).
- B. The Parties previously amended the Contract as follows:
 - a. Amendment 1: effective December 11, 2017 (Added Service Area, Spokane County)
 - b. Amendment 2: effective May 7, 2019 (Removed Service Area, Mason County)
 - c. Amendment 3: effective October 1, 2019 (Economic Price Adjustment)
 - d. Amendment 4: effective January 1, 2022 (Economic Price Adjustment, Added Service Areas: King County, Mason County, Pierce County, and Snohomish County))
- 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.

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. **AREAS OF SERVICE.** Appendix B is hereby amended by deleting the existing table in Appendix B in its entirety and inserting the following in lieu thereof:

Exhibit B – Prices for Services

COUNTY	PRICE	COUNTY	PRICE
ADAMS	\$72.90	LINCOLN	\$122.33
ASOTIN	\$105.03	MASON	\$57.36
BENTON	Not awarded	OKANOGAN	\$122.33
CHELAN	\$72.90	PACIFIC	\$105.03
CLALLAM	\$105.03	PEND OREILLE	\$122.33
CLARK	Not awarded	PIERCE	Not awarded
COLUMBIA	\$80.31	SAN JUAN	\$122.33
COWLITZ	Not awarded	SKAGIT	Not awarded
DOUGLAS	\$67.96	SKAMANAI	\$92.67
FERRY	\$122.33	SNOHOMISH	Not awarded
FRANKLIN	Not awarded	SPOKANE	Not awarded
GARFIELD	\$80.31	STEVENS	\$105.03
GRANT	\$67.96	THURSTON	Not awarded
GRAYS HARBOR	\$80.31	WAHKIAKUM	\$122.33
ISLAND	\$80.31	WALLA WALLA	Not awarded
JEFFERSON	\$80.31	WHATCOM	Not awarded
KING	Not awarded	WHITMAN	\$105.03
KITSAP	Not awarded	YAKIMA	Not awarded
KITTITAS	\$61.78		
KICKITAT	\$105.03	OUT OF STATE	PRICE
LEWIS	\$67.96	ALL US STATES	\$122.33
ADD ON SERVICES* (Prices fixed)			
			PRICE
EXPEDITED/URGENT SERVICE, REGARDLESS OF COUNTY, WILL BE BILLED AT:			+ \$55
RUSH SERVICE, REGARDLESS OF COUNTY, WILL BE BILLED AT:			+ \$35
STANDBY SERVICE, billed in quarter hour increments:			+ 1/4 of county rate

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.

H&I ASSETS, LTD
A WASHINGTON LIMITED CORPORATION

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 

By: 

Name: H. Eric Vennes

Name: Julia Bang

Title: President

Title: Contract Specialist

Date: January 27th 2023

Date: 01/27/2023