

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

Brooks Investigation LLC
177 S Delaware
Wenatchee, WA 98801

**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 Brooks Investigation LLC, a Washington company ("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 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. **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 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 the 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:

New Price = Old Price x (Prior Period Indexes/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

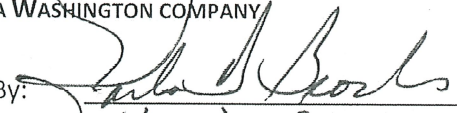
COUNTY	PRICE	COUNTY	PRICE
ADAMS	Not Awarded	LINCOLN	\$89.18
ASOTIN	\$ 111.47	MASON	Not Awarded
BENTON	Not Awarded	OKANOGAN	Not Awarded
CHELAN	\$ 55.74	PACIFIC	Not Awarded
CLALLAM	Not Awarded	PEND OREILLE	\$122.62
CLARK	Not Awarded	PIERCE	Not Awarded
COLUMBIA	Not Awarded	SAN JUAN	Not Awarded
COWLITZ	Not Awarded	SKAGIT	Not Awarded
DOUGLAS	\$ 55.74	SKAMANIA	Not Awarded
FERRY	\$ 122.62	SNOHOMISH	Not Awarded
FRANKLIN	Not Awarded	SPOKANE	Not Awarded
GARFIELD	Not Awarded	STEVENS	Not Awarded
GRANT	Not Awarded	THURSTON	Not Awarded
GRAYS HARBOR	Not Awarded	WAHAKIYAKUM	Not Awarded
ISLAND	Not Awarded	WALLA WALLA	Not Awarded
JEFFERSON	Not Awarded	WHATCOM	Not Awarded
KING	Not Awarded	WHITMAN	\$ 100.33
KITSAP	Not Awarded	YAKIMA	Not Awarded
KITTITAS	\$ 66.88		
KLICKITAT	\$ 89.18	OUT OF STATE	PRICE
LEWIS	Not Awarded	ALL US STATES	Not Awarded
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.

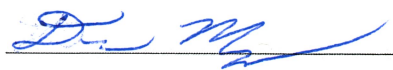
4. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, 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.

BROOKS INVESTIGATIONS,
A WASHINGTON COMPANY

By: 
Name: Karla D. Brooks
Title: Owner
Date: 9-7-19

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 
Name: DAVID MUEBROFF
Title: CONTRACTS SPECIALIST
Date: 10-8-2019

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

Brooks Investigations LLC
~~477 S. Delaware~~ 1002 N. Wenatchee Ave
Wenatchee, WA 98801 Ste. 107

**SECOND 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 Brooks Investigation, LLC, a Washington Limited Liability Company ("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 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 1, 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	NOT AWARDED	Lincoln	\$98.85
Asotin	\$123.56	Mason	NOT AWARDED
Benton	NOT AWARDED	Okanogan	NOT AWARDED
Chelan	\$61.78	Pacific	NOT AWARDED
Clallam	NOT AWARDED	Pend Oreille	\$135.92
Clark	NOT AWARDED	Pierce	NOT AWARDED
Columbia	\$111.23	San Juan	NOT AWARDED
Cowlitz	NOT AWARDED	Skagit	NOT AWARDED
Douglas	\$61.78	Skamania	NOT AWARDED
Ferry	\$135.92	Snohomish	NOT AWARDED
Franklin	NOT AWARDED	Spokane	NOT AWARDED
Garfield	\$127.47	Stevens	NOT AWARDED
Grant	NOT AWARDED	Thurston	NOT AWARDED
Grays Harbor	NOT AWARDED	Wahkiakum	NOT AWARDED
Island	NOT AWARDED	Walla Walla	NOT AWARDED
Jefferson	NOT AWARDED	Whatcom	NOT AWARDED
King	NOT AWARDED	Whitman	\$111.20
Kitsap	NOT AWARDED	Yakima	NOT AWARDED
Kittitas	\$74.14		
Klickitat	\$98.85	OUT OF STATE	PRICE
Lewis	NOT AWARDED	ALL US STATES	NOT AWARDED
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.

BROOKS INVESTIGATION, LLC
A WASHINGTON LIMITED LIABILITY COMPANY

By: 

Name: Karla J. Brooks

Title: Owner

Date: 12-30-21

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Alexander Kenesson

Name: Alexander Kenesson

Title: Procurement Supervisor

Date: 1/6/2022