

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
Pacific Northwest Legal Support, Inc. 4505 Pacific Hwy E #C-2 Fife, WA 98424	Amendment No.:	1
	Effective Date:	May 13, 2019

**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 Pacific Northwest Legal Support, Inc., a Washington corporation (“Contractor”) and is dated as of May 8, 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 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 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	Not Awarded	LINCOLN	Not Awarded
ASOTIN	Not Awarded	MASON	\$49.50
BENTON	Not Awarded	OKANOGAN	Not Awarded
CHELAN	Not Awarded	PACIFIC	Not Awarded
CLALLAM	Not Awarded	PEND OREILLE	Not Awarded
CLARK	\$32.00	PIERCE	\$22.00
COLUMBIA	Not Awarded	SAN JUAN	Not Awarded
COWLITZ	Not Awarded	SKAGIT	\$30.00

COUNTY	PRICE	COUNTY	PRICE
DOUGLAS	Not Awarded	SKAMANIA	Not Awarded
FERRY	Not Awarded	SNOHOMISH	\$22.00
FRANKLIN	Not Awarded	SPOKANE	Not Awarded
GARFIELD	Not Awarded	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	\$34.00
KING	\$21.00	WHITMAN	Not Awarded
KITSAP	Not Awarded	YAKIMA	Not Awarded
KITTITAS	Not Awarded		
KLICKITAT	Not Awarded	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

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.

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

**PACIFIC NORTHWEST LEGAL SUPPORT, INC.,
A WASHINGTON CORPORATION**

By: _____

Name: John Marchese

Title: 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

Pacific Northwest Legal Support, Inc.
4505 Pacific Hwy E Ste C2
Fifee, WA 98424-2638

**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 Pacific Northwest Legal Support, Inc., 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: Adding service in Mason county, effective May 13, 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 the 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 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:

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

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	Not Awarded	LINCOLN	Not Awarded
ASOTIN	Not Awarded	MASON	\$55.19
BENTON	Not Awarded	OKANOGAN	Not Awarded
CHELAN	Not Awarded	PACIFIC	Not Awarded
CLALLAM	Not Awarded	PEND OREILLE	Not Awarded
CLARK	\$ 35.67	PIERCE	\$ 24.52
COLUMBIA	Not Awarded	SAN JUAN	Not Awarded
COWLITZ	Not Awarded	SKAGIT	\$ 33.44
DOUGLAS	Not Awarded	SKAMANIA	Not Awarded
FERRY	Not Awarded	SNOHOMISH	\$ 24.52
FRANKLIN	Not Awarded	SPOKANE	Not Awarded
GARFIELD	Not Awarded	STEVENS	Not Awarded
GRANT	Not Awarded	THURSTON	Not Awarded
GRAYS HARBOR	Not Awarded	WAHIAKUM	Not Awarded
ISLAND	Not Awarded	WALLA WALLA	Not Awarded
JEFFERSON	Not Awarded	WHATCOM	\$ 37.90
KING	\$ 23.41	WHITMAN	Not Awarded
KITSAP	Not Awarded	YAKIMA	Not Awarded
KITTITAS	Not Awarded		
KLICKITAT	Not Awarded	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.

PACIFIC NORTHWEST LEGAL SUPPORT, INC.,
A WASHINGTON CORPORATION

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 
Name: JOHN MARCHESE
Title: PRESIDENT
Date: 10/11/12

By: 
Name: DAVID MGEBROFF
Title: CONTRACTS SPECIALIST
Date: 10/11/12



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

Pacific Northwest Legal Support, Inc.
4505 Pacific Hwy. E., Ste. C2
Fife, WA 98424-2638

**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 Pacific Northwest Legal Support, Inc., a Washington 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 May 13, 2019 (Added Service Area-Mason)
 - b. Amendment 2: 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	NOT AWARDED
Asotin	NOT AWARDED	Mason	\$61.16
Benton	\$61.18	Okanogan	NOT AWARDED
Chelan	NOT AWARDED	Pacific	NOT AWARDED
Clallam	NOT AWARDED	Pend Oreille	NOT AWARDED
Clark	\$39.54	Pierce	\$27.18
Columbia	NOT AWARDED	San Juan	NOT AWARDED
Cowlitz	\$55.62	Skagit	\$37.07
Douglas	NOT AWARDED	Skamania	NOT AWARDED
Ferry	NOT AWARDED	Snohomish	\$27.18
Franklin	\$61.18	Spokane	\$42.64
Garfield	NOT AWARDED	Stevens	NOT AWARDED
Grant	NOT AWARDED	Thurston	\$40.79
Grays Harbor	NOT AWARDED	Wahkiakum	NOT AWARDED
Island	NOT AWARDED	Walla Walla	\$61.18
Jefferson	\$105.06	Whatcom	\$42.01
King	\$25.95	Whitman	NOT AWARDED
Kitsap	\$42.02	Yakima	\$61.18
Kittitas	NOT AWARDED		
Klickitat	NOT AWARDED	OUT OF STATE	PRICE
Lewis	\$86.51	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.

PACIFIC NORTHWEST LEGAL SUPPORT, INC.,
A WASHINGTON CORPORATION

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 
Name: JOHN MARCHESE
Title: PRESIDENT
Date: 12/28/2021

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

