

STATE OF WASHINGTON Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT ASSIGNMENT	
	Contract No.:	01015
ASSIGNOR Pinnacle Professional Services, P.S. 920 N Argonne Rd, Ste 200 Spokane Valley, WA 99212-2699	Effective Date:	November 29, 2021
ASSIGNEE Pinnacle Investigations Corporation 920 N Argonne Rd, Ste 200 Spokane Valley, WA 99212-2699		

**ASSIGNMENT, ASSUMPTION, & CONSENT AGREEMENT
FOR
CONTRACT NO. 01015
PROCESS SERVER SERVICES**

This Assignment, Assumption, and Consent Agreement (“Agreement”) for Contract No. 01015 is made and entered into by and among the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“State”), Pinnacle Professional Services, P.S., a Washington company (“Assignor”), and Pinnacle Investigations Corporation, a Washington corporation (“Assignee”) and is dated and effective as of November 29, 2021 (“Effective Date”).

R E C I T A L S

- A. State and Assignor entered into that certain Contract No. 01015 dated effective as of November XX, 2021 which is attached hereto as Exhibit A (“Contract”);
- B. Assignor desires to assign all of its rights, obligations, and liabilities under the Contract to Assignee;
- C. Assignee desires to accept and assume all of the rights, obligations, and liabilities of Assignor under the Contract; and
- D. State desires to consent to such assignment, acceptance, and assumption.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below:

- 1. **ASSIGNMENT OF CONTRACT.** As of the Effective Date, Assignor hereby conveys and assigns to Assignee, its successors and assigns, all of Assignor’s rights, title, and interests in, to, and under

the Contract. A copy of the Contract, with all modifications and amendments thereto, if any, is attached hereto as Exhibit A and made a part hereof.

2. **ASSUMPTION OF CONTRACT.** As of the Effective Date, Assignee hereby undertakes, accepts, and assumes the assignment of the Contract and assumes all duties and obligations of the Assignor under the Contract and covenants to perform and discharge the same as the Assignee of the Assignor.
3. **CONSENT TO ASSIGNMENT & ASSUMPTION.** State hereby consents to the foregoing assignment and assumption which is effective as of the Effective Date. Notwithstanding the foregoing, the parties hereto agree that State shall be entitled to pursue claims accruing or arising incident to the Contract on or before the Effective Date of this Agreement, and all its rights and remedies related to such claims, for (a) payments of indemnity now or hereafter due under the Contract from Assignor, and/or (b) insurance payments or proceeds.
4. **INSURANCE.** The State's consent to this Agreement is conditioned, in part, on Assignee's compliance with the Contract's insurance requirements. Accordingly, notwithstanding any provision to the contrary, within ten (10) calendar days, Assignee shall provide State with written confirmation that Assignee is in full compliance with all applicable insurance requirements set forth in the Contract. Assignee's failure to provide such timely written confirmation shall constitute material breach of the Contract and shall entitle State to all applicable remedies.
5. **NOTICES.** Unless otherwise notified by Assignee, any notice to be provided pursuant to the Contract shall be delivered to Assignee at the following address:

Attn: Gay Bourquin
Pinnacle Investigations Corporation
920 N Argonne Rd, Ste 200
Spokane Valley, WA 99212-2699

Email: gbourquin@pinnacleprof.com
6. **BINDING EFFECT.** All provisions, covenants, and agreements herein shall be binding upon and inure to the benefit of, and be enforceable by or against, the parties hereto and their respective successors and assigns.
7. **THIRD-PARTY BENEFICIARY.** This Agreement is solely for the benefit of the parties hereto and their respective successors and assigns, and no other person has any right, benefit, priority, or interest under or because of the existence of this Agreement.
8. **INTEGRATED AGREEMENT; MODIFICATION.** This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations and representations. This Agreement may not be modified except in writing signed by the parties.
9. **AUTHORITY.** Each party to this Agreement, 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 Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

10. ELECTRONIC SIGNATURES. A signed copy of this Agreement 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 Agreement or such other ancillary agreement for all purposes.
11. COUNTERPARTS. This Agreement 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 Agreement 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 Agreement.

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

ASSIGNOR
PINNACLE PROFESSIONAL SERVICES, P.S.
A WASHINGTON COMPANY

ASSIGNEE
PINNACLE INVESTIGATIONS CORPORATION
A WASHINGTON CORPORATION

By: Shane Sawyer by Gay Bourquin
 Name: Shane Sawyer - no longer employed
 Title: Investigator
 Date: 11/29/2021

By: Gay Bourquin
 Name: Gay Bourquin
 Title: Finance & Admin Director
 Date: 11/29/2021

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Clayton Long
 Name: Clayton Long
 Title: Contracts Specialist 3
 Date: November 29, 2021

EXHIBIT A

CONTRACT TO BE ASSIGNED

Process Server Services, Master Contract Number 01015, effective November 29, 2021.

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

Pinnacle Investigations Corporation
920 N Argonne Rd, Ste. 200
Spokane Valley, WA 99212-2699

**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 Pinnacle Investigations Corporation, 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 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 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	\$124.83
Asotin	NOT AWARDED	Mason	NOT AWARDED
Benton	NOT AWARDED	Okanogan	NOT AWARDED
Chelan	NOT AWARDED	Pacific	NOT AWARDED
Clallam	NOT AWARDED	Pend Oreille	\$135.92
Clark	NOT AWARDED	Pierce	NOT AWARDED
Columbia	NOT AWARDED	San Juan	NOT AWARDED
Cowlitz	NOT AWARDED	Skagit	NOT AWARDED
Douglas	NOT AWARDED	Skamania	NOT AWARDED
Ferry	NOT AWARDED	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	Wahkiakum	NOT AWARDED
Island	NOT AWARDED	Walla Walla	NOT AWARDED
Jefferson	NOT AWARDED	Whatcom	NOT AWARDED
King	NOT AWARDED	Whitman	NOT AWARDED
Kitsap	NOT AWARDED	Yakima	NOT AWARDED
Kittitas	NOT AWARDED		
Klickitat	NOT AWARDED	OUT OF STATE	PRICE
Lewis	NOT AWARDED	ALLUS 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.

**PINNACLE INVESTIGATIONS CORPORATION,
A WASHINGTON CORPORATION**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 

By: _____

Name: Bryce R. Brewer

Name: Alexander Kenesson

Title: COO

Title: Procurement Supervisor

Date: 1/6/23

Date: _____