

**ASSIGNMENT OF CONTRACT  
Amendment Number 1  
to  
State of Washington Department of Personnel  
Contract Number K585  
for  
Customer Service Agreement**

**This Amendment Number 1 to Department of Personnel Contract Number K585** is made and entered by and between the State of Washington Department of Personnel, hereinafter referred to as DOP, and Puget Sound Clean Air Agency, hereinafter referred to as PSCAA. The purpose of this Amendment is to formally assign the Contract made on September 21, 2009, between DOP and PSCAA, to the Washington State Department of Enterprise Services.

WHEREAS, the Washington State Legislature passed Engrossed Substitute Senate Bill 5931 (ESSB 5931) consolidating all or portions of the Washington State Department of Information Services, Department of Personnel, State Printer, General Administration and the Office of Financial Management (Agencies);

WHEREAS, the authority and funding for those Agencies has been withdrawn effective October 1, 2011;

WHEREAS, the Washington State Legislature has created under ESSB 5931 which includes delegation of contracting authority, the Department of Enterprise Services hereinafter referred to DES;

WHEREAS, the authority and funding for the continuation of Contract K585 has been transferred to the DES;

WHEREAS, the DES finds that it is in the best interest of the State of Washington to continue to conduct business with PSCAA under the terms and conditions of this Contract K585.

**Now therefore**, DES and PSCAA agree that:

1. Effective October 1, 2011 the Contract K585 is hereby assigned in all respects to DES.
2. By signing this Amendment, PSCAA hereby consents to this assignment. As assigned, said Contract is hereby amended so that wherever the name DOP is used it shall mean DES.
3. Any and all payments made by DOP to PSCAA shall be deemed to have been made by DES and shall discharge DES from any further liability with regard to said payment.

**Further**, the Contract is hereby modified to include the following provisions:

4. **Invoices Prior to Effective Date.** Invoices for services or goods *prior to* the Effective Date can only be paid under the authority of the previous agency. All invoices for services rendered or goods delivered and accepted up to and including one day before the Effective Date of this assignment shall be addressed and delivered to DES at the following address:

**Department of Enterprise Services  
PO Box 47530  
Olympia, WA 98504-7530**

5. **Invoices After Effective Date.** Invoices for services or goods *after* the Effective Date can only be paid under the authority of the new agency. All invoices for services rendered or goods delivered and accepted on or after the Effective Date of this assignment shall be addressed and delivered to DES at the following address:

Department of Enterprise Services  
PO Box 47530  
Olympia, WA 98504-7530

**ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.**

IN WITNESS WHEREOF, the parties have read this Amendment Number 1 to Contract Number **K585** in its entirety, agree to it and hereby assert that they have the authority to bind their respective parties to it.

Approved

Department of Enterprise Services

SIGNATURE

PRINT OR TYPE NAME

TITLE

*Scott R Turner*

Scott R Turner 4/26/12

Assistant Director

Approved

Puget Sound Clean Air Agency

SIGNATURE

PRINT OR TYPE NAME

Title

*Craig Kenworthy*

Craig Kenworthy 12/6/11

Executive Director