

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 01/10/24 BC 01/23/24
Subject:	Fikes Northwest Corp., Personal Service Contract Amendment No. 2
Presenter:	N/A
Prepared By:	Rosa Garcia
Reviewed By:	David Wheeler
PA Review, Approval to Form: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>	
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Ordinance
	<input checked="" type="checkbox"/> Execute Contract

Summary / Background Information

Per Amendment No. 1 Benton County Resolution No. 2023 178 dated February 28, 2023 and Franklin County Resolution No. 2023 042 dated February 14, 2023 the Board of Benton and Franklin County Commissioners entered into a contract with Fikes Northwest Corp. approved amendment to increase do not exceed limit from \$660 to \$2000.

The purpose of Amendment No. 2 is to amend Section Section 5(a) "Compensation" amend in its entirety Section 5(a) "Compensation" to state the Contract shall not exceed \$2,000 per each year the Contract is in place, not including W.S.S.T.

The attached Fikes Northwest Corp. Contract Amendment No. 2 is effective upon execution by the Counties and shall continue in effect from year to year thereafter until terminated.

Fiscal Impact

The amount not to exceed of \$2,000.00 will be paid out of Current Expense Dept. 171 Operations Budget. No supplemental required.

Recommendation

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign contract Amendment No. 2 between Fikes Northwest Corp. and the Benton-Franklin Counties Juvenile Justice Center.

Suggested Motion

Approved as part of consent agenda.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON;

IN THE MATTER OF EXECUTING PERSONAL SERVICE CONTRACT AMENDMENT NO. 2 BETWEEN FIKES NORTHWEST CORP. FOR ODOR CONTROL SERVICES FOR THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

WHEREAS, per Benton County Resolution No. 2016 798 dated October 18, 2016 and Franklin County Resolution No. 2016 378 dated September 28, 2016 the Board of Benton County Commissioners and the Board of Franklin County Commissioners entered into a contract with Fikes Northwest Corp., to provide odor control services for the Benton Franklin Counties Juvenile Justice Center; and

WHEREAS, Amendment No. 1, Benton County Resolution 2023 178 and Franklin County Resolution 2023 042 approved amending Section 5(a) "Compensation" to increase the do not exceed limit from \$660 to \$2000; and

WHEREAS, the purpose of Amendment No. 2 is to amend in its entirety Section 5(a) "Compensation" to state the Contract shall not exceed \$2,000 per each year the Contract is in place, not including W.S.S.T.; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington and by the Board of Franklin County Commissioners, Franklin County, Washington the Boards concur with the Juvenile Administrator's recommendation of Amendment No. 2 to amend Fikes Northwest Corp. Personal Services Contract for an amount not to exceed \$2,000.00 per each year the Contract is in place, not including W.S.S.T.; and

BE IT FURTHER RESOLVED, that the Chairs or Chair Pro-Tems are authorized to sign the Amendment No. 2; and

BE IT FURTHER RESOLVED, the Contract Amendment No. 2 is effective upon execution by the Counties and shall continue in effect from year to year thereafter until terminated.

DATED this ____ day of _____ 2024

BENTON COUNTY BOARD OF COMMISSIONERS

DATED this ____ day of _____ 2024

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Commissioner

Commissioner

Commissioner

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

Commissioner

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Clerk of the Board

Clerk of the Board

JUDGES

Hon. Jacqueline Shea-Brown
Hon. Joseph M. Burrowes
Hon. Samuel P. Swanberg
Hon. David L. Petersen
Hon. Jacqueline I. Stam
Hon. Norma Rodriguez
Hon. Diana N. Ruff

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



DAVID WHEELER, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

5606 W CANAL PLACE, SUITE 106 • KENNEWICK, WASHINGTON 99336-1388
PHONE (509) 783-2151 • FAX (509) 736-2728

DARIN R. CAMPBELL
ARTHUR D. KLYM
BRANDON P. HOLT
Court Commissioners

PERSONAL SERVICES CONTRACT AMENDMENT NO. 2



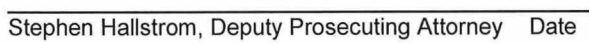
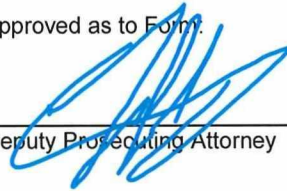
This Contract Amendment No. 2 is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties"), and **Fikes Northwest, Corp.**, 13401 E Trent Ave, Spokane Valley, WA 99216 (hereinafter referred to as "CONTRACTOR").

In consideration of the mutual benefits and covenants contained herein and in the parties' contract, numbered as Benton County Resolution No. 2016 798 and executed on October 18, 2016 and Franklin County Resolution No. 2016 378 and executed on September 28, 2016 (the "Contract"), the parties agree to amend the Contract as follows:

1. Section 5(a) of the Contract ("Compensation") shall be amended in its entirety and shall read:
 - a. The maximum total amount payable by the COUNTIES to the CONTRACTOR under this Contract shall not exceed \$2,000.00 per each year the contract is in place, not including Washington State Sales Tax (W.S.S.T).

Except as expressly provided in this Contract Amendment No. 2, all other terms and conditions of the original Contract shall remain in full force and effect.

This Amendment No. 2 shall be effective on January 1, 2024.

Fikes Northwest, Corp.	Benton Franklin Counties Juvenile Justice Center
 12/13/2023	 12-19-2023
Allen Battle President	David Wheeler Juvenile Court Administrator
BENTON COUNTY APPROVAL	FRANKLIN COUNTY APPROVAL
Approved as to Form:	Approved as to Form:
 Stephen Hallstrom, Deputy Prosecuting Attorney	 Deputy Prosecuting Attorney
Date	12/19/23 Date
By: _____ Name: _____ Title: <u>Chair, Board of Commissioners</u>	By: _____ Name: _____ Title: <u>Chair, Board of Commissioners</u>
Date: _____	Date: _____
Attest: _____	Attest: _____
Clerk of the Board: _____	Clerk of the Board: _____