



**AMENDMENT TO  
PERSONAL SERVICE CONTRACT  
BETWEEN  
FRANKLIN COUNTY AND TRI-CITIES MONITORING, INC.**

**THIS CONTRACT AMENDMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between **FRANKLIN COUNTY**, a political subdivision of the State of Washington, with its principal offices at 1016 North Fourth Ave, Pasco, WA 99301 (hereinafter "COUNTY"), and **TRI-CITIES MONITORING, INC.**, with its principal offices at 3180 West Clearwater, Kennewick, WA 99336 (hereinafter "CONTRACTOR").

**RECITALS**

**WHEREAS**, COUNTY and CONTRACTOR entered into a Personal Service Contract dated August 16, 2017 (the "Contract") whereby the CONTRACTOR would perform services for armed security guard services and unarmed security screening for the Franklin County Courthouse, Public Safety Building and Justice Center, as further described in Exhibit "A" and Exhibit "B" Scope of Work, which is attached to and incorporated into the Contract by reference.

**WHEREAS**, the contract entered into August 16, 2017 is set to expire on January 1, 2021.

**WHEREAS**, effective January 1, 2021, both parties wish to continue with Unarmed Security Screening work to the scope of services provided by CONTRACTOR on a month to month basis.

**NOW, THEREFORE**, in consideration of the provisions and agreements set forth herein, the parties agree that all provisions in their original Contract remain in effect except the sections below which are amended as follows

**3. SERVICES PROVIDED**

The CONTRACTOR shall perform the following services:

- a. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit "B, Scope of Work" (Unarmed Security Screening) which is attached hereto and incorporated herein by reference.

**5. COMPENSATION**

For the services performed hereunder, the CONTRACTOR shall be paid as follows:

- a. The COUNTY shall pay \$23.90 per hour for each Unarmed Security Screener who has performed services as authorized

herein this Contract when requested by the Security Administrator for the County.

- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract for each Unarmed Security Screener shall not exceed \$23.90 per hour including sales tax.
- c. The Contractor is solely responsible for scheduling its employees to perform security screening services. Compensation identified in paragraph a. is the maximum compensation to be paid by the County to the Contractor. Contractor shall be solely liable for any and all overtime for any hours worked by employees of the CONTRACTOR.

## **9. TERMINATION**

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving thirty (30) days written notice to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract.
- c. Either party may terminate this contract in whole whenever either party determines that it would be convenient and necessary to do so. In the event either party decides to terminate the contract for convenience, said party shall provide thirty (30) days written notice.

**IN WITNESS WHEREOF**, the Parties to this Contract Amendment have executed this Amendment to take effect upon the signature of both parties.

DATED: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
Franklin County, Washington

\_\_\_\_\_  
Robert Koch, Chairman


\_\_\_\_\_  
Brad Peck, Chair Pro Tem

\_\_\_\_\_  
Clint Didier, Member

ATTEST BY:

\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM:

by:   
\_\_\_\_\_  
Jennifer Johnson  
Deputy Prosecuting Attorney

DATED: \_\_\_\_\_

CONTRACTOR:

TRI-CITIES MONITORING, INC.

\_\_\_\_\_  
Becky Magnuson, Owner/Manager