

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No. _____

Originating Department:	35 Sheriff's Office
Division/Program: <i>(i.e. Dept. Division and Program)</i>	3510 Administration / 351000 Administration
Contract or Grant Administrator:	Undersheriff Doug Chadwick
Contractor's / Agency Name:	Public Safety Testing
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____ Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Contract _____ Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Cost Center: _____	
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency <input checked="" type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ Estimate \$42,000 annually _____ This Amendment Amount: \$ _____ Total Amended Amount: \$ Estimate \$42,000 annually _____	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when : 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope: _____	
On-call services agreement for background investigations on candidates for employment with the Sheriff's office: approximately \$16,000 for Sheriff's Office Administration and Patrol (General Fund) and \$26,000 for Corrections (Jail Fund).	
Term of Contract: 1/1/22 Expiration Date: 12/31/22 - annual renewal until 60 day notice is given	

Contract Routing:	1. Prepared by: <u>Donna Deline</u> DMP Date: <u>3/15/22</u> 2. Attorney signoff: <u>approved via email 3/15/22</u> Date: <u>3/15/22</u> 3. AS Finance reviewed: <u>approved via email 3/15/22</u> Date: <u>3/15/22</u> 4. IT reviewed (if IT related): _____ Date: _____ 5. Contractor signed: _____ Date: _____ 6. Submitted to Exec.: _____ Date: _____ 7. Council approved (if necessary): _____ Date: _____ 8. Executive signed: _____ Date: _____ 9. Original to Council: _____ Date: _____
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SPECIALIZED SERVICES AGREEMENT

WHEREAS *PST Investigations* is a skilled provider of pre-employment background investigations, workplace investigations, and other services to public agencies and political subdivisions, and

WHEREAS the Client agency (the "Client"), either directly or through a civil service commission, tests, evaluates, ranks, and hires law enforcement officers and/or corrections officers and/or other public safety positions in the performance of its public safety functions, and

WHEREAS the Client desires to contract for new or additional services as set forth herein, NOW, THEREFORE

PST Investigations, a division of Public Safety Testing, Inc., (the "Contractor") and the Whatcom County, WA (the "Client"), do enter into this Agreement under the terms and conditions set forth herein.

Commencement Date: January 1, 2022

This Agreement will automatically renew annually unless either party provides a 60-day notice as outlined in Section 7. Each annual renewal includes a 3% increase in professional fees.

1. Description of Basic Services:

The Contractor will provide or coordinate independent service providers to perform the following services to the Client, on its request and at its direction [*initial next to service(s) desired*]:

- DMP 1.1 Background Investigation and Report: This service is described in the attached Exhibit A, incorporated by this reference as fully as if herein set forth.
- ___ 1.2 EyeDetect Pre-Employment Lie Detection/Truth Verification Test: The Contractor will conduct a pre-employment lie detection/truth verification test

using EyeDetect and provide results as part of the normal background investigation process.

- 1.3 Polygraph Examination and Report: The Contractor will coordinate an independent service provider and certified polygraph examiner with experience in pre-employment testing of law enforcement, corrections, and other public safety candidates to conduct the examination. The Independent service provider will provide results directly to the Client.
- 1.4 The Client **does** **does not** require the candidate to submit a financial credit report as part of his/her background investigation.
- 1.5 The estimated annual salary (plus anticipated overtime, but without benefits) for this position is: **below \$75,000** **above \$75,000**
Both - varies
- 1.6 For each background investigation, the Client requests the following (unless otherwise noted, most entry-level background investigations' reference interviews will be conducted via telephone):

(check all that apply)

- Onsite visit to current employer
- Personal visit to the candidate's home; interview spouse/significant other/roommates, etc.
- Personal visit to the candidate's neighborhood; interview neighbors, etc.
- Other(describe): _____

2. Professional Fees:

The following professional fees for the Contractor or independent service provider shall apply:

2.1 Background Investigation and Reporting

- a) Records/data checks @ \$109 per candidate. Records/data checks for candidates that reside or have resided outside of the State of Washington may be higher, depending on the State.
- b) Education Verification report @ \$36
- c) Investigative, interviews, administrative, and follow-up work at the following rates:

PRE-EMPLOYMENT BACKGROUND INVESTIGATIONS	2022
Entry-level Candidates	\$64.90/hour
Lateral/Certified Entry LE/Corrections Candidates	\$69.90/hour
Mid-Manager/Executive-level Candidates	\$86.00/hour

d) Reimbursement for reasonable & necessary expenses related to travel, lodging, etc.: Out-of-state travel will require prior approval from the Client.

2.1.1. Under the Fair Credit Reporting Act, applicants are entitled to dispute any item's completeness or accuracy in their file. If this occurs, the Contractor will conduct a reasonable reinvestigation at no charge to the Client if the Contractor initially reported the disputed information.

2.2 Additional Services

20
20
20

ADDITIONAL SERVICES	2022 Per Candidate
EyeDetect Pre-Employment Lie Detection Test	\$140
Polygraph Examination	\$380
Polygraph Examination Re-Test Following a Pre-Employment Failed Examination	\$380

EyeDetect Pre-Employment Lie Detection Test. Conducted at the Contractor's office(s). Additional fees may be added for off-site work.

Polygraph Examination. Examination conducted at the Examiner's Office(s). Additional fees may be added for off-site work.

2.3 The Contractor's actual costs incurred for travel, meals, lodging, parking, tolls, and other related expenses are additional. Mileage will be charged at the current federal standard mileage rate per mile. A 4% surcharge is added to these expenses to cover administrative fees. Washington State sales tax is NOT charged.

Any out-of-state travel for investigative purposes will require pre-approval by the Client.

2.4 The Contractor will invoice the Client following completion of described services on behalf of the Contractor or an independent service provider. The Client will make payment within 30 days of receipt of the invoice.

2.4.1 Direct Deposit (ACH Enrollment). Clients are encouraged to set up direct deposit (ACH enrollment) for their payments. There will be no additional fee for payments made using direct deposit (ACH enrollment).

2.4.2 Credit Card. A three percent (3%) fee will be added at the time of payment to each payment made using a credit card. The purpose of such a fee is to cover the Contractor's credit card processing fees.

3. Warranties and Reservations:

3.1 Each service provided pursuant to this Agreement shall be conducted and provided in accordance with generally accepted practice in the relevant industry. The Contractor shall comply with state and federal statutes. No other warranty, express or implied, is provided by the Contractor.

3.2 The Contractor shall maintain complete written records of its files pertaining to candidates for two years following the background check, in accordance with the Fair Credit Reporting Act statute of limitations. The Contractor expressly agrees and warrants that the Contractor has acquired all tests and written materials utilized in accordance with the appropriate copyright agreements and laws and that it has a valid right to use and administer any written materials and tests in accordance with such agreements and laws.

3.3 The Contractor retains a right of co-ownership to its work product produced under this contract, including the right to use, reuse or resell all or any portion of the materials, reports, and information gathered during the investigation.

3.3.1 If the Client requests a background investigation within 60 days of completion of a background investigation for another agency of the same candidate, the Client agency will receive a 25% discount for the investigation report. The report itself may require updating based on the Client's needs.

3.3.1.1 If the Client requests additional work beyond the original background investigation, such additional work and related expenses will be charged directly to the Client.

3.3.2 If another agency requests a background investigation within 60 days of completing a background investigation of the same candidate conducted for the Client, the Client will receive a 25% rebate or credit.

3.3.3 If an agency requests a background investigation on a candidate with an investigation currently in progress with the Contractor for another agency, the Contractor will complete the background investigation for the original requesting agency. Two (2) weeks after the report is submitted to the original requesting agency, the report will be sent to the second agency.

4. Certifications:

4.1 Consumer Reports: The Client is aware that the Fair Credit Reporting Act applies to background checks conducted by third-party investigators. Therefore, in accordance with the Fair Credit Reporting Act, the Client makes the following certifications to the Contractor:

4.1.1. The Client certifies that it seeks the information contained in the background check provided by the Contractor for employment purposes.

4.1.2. The Client further certifies that the Client will not use the background check for any purpose except for employment purposes.

4.1.3. The Client also certifies that before taking an adverse action based in whole or in part on the background check, the Client shall provide to the candidate a copy of the background check report and a description in writing of the rights of the candidate under the Fair Credit Reporting Act, as written by the Federal Trade Commission. The Contractor will provide a copy of the candidate's rights under the Fair Credit Reporting Act at the time the background check is provided to the Client.

4.1.4. The Client is further required to certify that prior to procuring a background check from Contractor, the Client will (a) make a clear and conspicuous disclosure in writing to the candidate for employment, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes; and (b) obtain from the candidate for employment an authorization in writing that the Client may procure a background check. However, the Contractor shall act as the Client's agent to make this disclosure and obtain the candidate's authorization. Both the disclosure and authorization will be made and obtained during the candidate's application process with the Contractor.

4.2 Investigative Consumer Reports: The Client is aware that an "investigative consumer report" means a background check in which information on the candidate's character, general reputation, personal characteristics, or mode of living is obtained through personal interviews with neighbors, friends, or associates of the candidate or with others with whom he or she acquires or who may have knowledge concerning any such items of information. If the Client has requested such interviews to take place, the Client makes all of the certifications contained in Section 4.1 above and the following additional certifications:

4.2.1. The Client certifies that it will comply with Section 606(b) of the Fair Credit Reporting Act, which provides that the Client shall, upon written request made by the candidate within a reasonable period of time after the receipt of the disclosure made pursuant to Section 4.2.2 below, make a complete and accurate disclosure of the nature and scope of the investigation requested. This disclosure must be made in writing, mailed, or otherwise delivered to the consumer not later than five days after the date on which the request is received.

4.2.2. The Client is further required to certify that it has clearly and accurately disclosed to the candidate that an investigative consumer report including information as to his character, general reputation, personal characteristics, and mode of living, whichever are applicable, may be made

and that such disclosure has been or will be delivered to the candidate not later than three days after the date on which the report was first requested. The Client further certifies that the disclosure will include a statement informing the consumer of his right to request the additional disclosures provided under Section 606(b) of the Fair Credit Reporting Act. However, the Contractor shall act as Client's agent for the purposes of making this disclosure. The disclosure will be made during the candidate's application process with the Contractor.

5. Independent Contractor:

The Contractor is an independent contractor. Any and all agents, employees, or contractors of the Contractor shall have such relation only with the Contractor. Nothing herein shall be interpreted to create an employment, agency, or contractual relationship between the Client and any employee, agent, or sub-contractor of the Contractor.

6. Indemnity and Hold Harmless:

The parties agree and hold harmless each other, their officers, agents, and employees in accordance with the following provisions:

6.1 The Contractor shall indemnify the Client from:

6.1.1 Violation of any copyright agreement or statute relating to the use and administration of the tests or other written materials herein provided for;

6.1.2 Any cost, claim, or liability arising from or out of the claims of an employee, agent, or sub-contractor to the end that the Contractor shall be an independent Contractor and the Client shall be relieved of any and all claims arising from or relating to such employment relationships or contracts between the Contractor and third parties;

6.1.3 The alleged negligent or tortious act of the Contractor in the provision of services under this Agreement.

6.1.4 Any claim or charge incurred relating to a charge paid by the Client pursuant to Section 2.3 of this Agreement.

6.2 The Client shall indemnify and hold harmless the Contractor, its officers, agents, and employees from any and all cost, claim, or liability arising from or out of the alleged negligent or tortious act of the Client or its officers, agents, or employees in the provision of services hereunder.

6.3 The promises of the Client and Contractor shall include the reasonable cost of legal defense by counsel chosen by the mutual agreement of the parties hereto but shall exclude any cost, claim, or liability arising from breach of

this Agreement or the negligent or tortious act of the party seeking indemnity, its officers, agents and/or employees.

7. **Termination:** The Contractor and the Client may withdraw from this Agreement at any time for any reason with 60-days written notice, provided, however, that the provisions of paragraphs 3.2 shall remain in full force and effect following the termination of this Agreement with respect to, and continuing for so long as the consent of the applicant tested by the Contractor remains in effect.
8. **Entire Agreement, Amendment:** This is the entire Agreement between the parties. Any prior agreement, written or oral, shall be deemed merged with its provisions. This Agreement shall not be amended, except in writing, at the express written consent of the parties hereto.

This Agreement is dated this _____ day of _____, 2021.

WHATCOM COUNTY, WA

**PST INVESTIGATIONS
PUBLIC SAFETY TESTING, INC.**

By: See Attached Signature Page

By:  September 24, 2021

Print: _____

Print: Jon F. Walters, Jr.

Its: _____

Its: President

Point of Contact: Steve Gatterman

Greg Wilson

Title: Chief Inspector

Director of Investigative Services
20818 – 44TH Ave W, Suite 160

Address: 311 Grand Ave

Lynnwood, WA 98036

City/State/Zip: Bellingham, WA 98225

Telephone: 360-778-6623

425.741.8872 / 425.776.9615

Invoicing Preference (select one):

US Postal Service Mail

Electronic via email @ sheriffaccounting@co.whatcom.wa.us

Subscriber's Contact for Billing

(Please complete if different from contact information above)

Contact: Dawn Pierce

Address: 311 Grand Ave

Title: Sr. Administrative Assistant

City/State/Zip: Bellingham, WA 98225

Agency: Whatcom County Sheriff's Office

Telephone: 360-778-6606

Email: dpierce@co.whatcom.wa.us

WHATCOM COUNTY:
Recommended for Approval:



Bill Elfo, Sheriff

03/15/22
Date

Approved as to form:

Approved via email Bud AD 3/15/22
Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By: _____
Satpal Sidhu, Whatcom County Executive Date

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this _____ day of _____, 20 ____, before me personally appeared Satpal Sidhu, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of Washington, residing at Bellingham. My commission expires _____.

EXHIBIT A

BASIC BACKGROUND INVESTIGATIONS

SCOPE OF WORK

1. PST discusses with department scope of work, important attributes to screen for, etc.
2. Candidate completes Personal History Statement; notarizes signatures; completes a necessary waiver and notification forms; submits to PST. PST reviews information provided; PHS, etc.
3. PST conducts records/data checks
 - Public Records Check¹
 - WA Criminal history conviction information
 - Pending convictions and/or outstanding warrants
 - Federal Court Check
 - Sex Offender Registration
 - Credit Check/Prior Address History
 - SSN Verification
 - Department of Licensing Records (driver's license) (may be submitted by candidate)
4. Personal History Questionnaire (PHQ) completed by the applicant online.
5. One-on-one comprehensive in-person interview with the candidate.
6. For entry-level candidates, telephonic interviews of significant references (approx. 6-12 telephonic interviews). May conduct in-person or onsite interviews as requested by the client agency. Second-tier references may also be contacted, as necessary.
 - For management/executive and lateral candidates, onsite visits will be conducted. Will visit current/past agencies; meet with coworkers, supervisors, subordinates, government officials, citizens, community leaders, etc.
7. Summary Report to the Client
 - Summary of interviews
 - Findings
 - Records check reports
 - Personal History Statement
 - Personal History Questionnaire Report
 - Documents, Certificates
8. PST meets with Client staff – debrief (optional)

CONSIDERATIONS

- The Client will notify PST of any issues or other areas they may want to examine closely on any candidate.
- The Client is aware that the Fair Credit Reporting Act (FCRA) applies to background checks conducted by third-party investigators. The Client must provide a copy of the background check report to a candidate before taking an adverse employment decision based on the reports/records. As a third-party investigator, the FCRA prohibits PST from reporting certain adverse information beyond seven (7) years (for positions with an annual salary under \$75,000).
- PST is a licensed Private Investigative Agency with the State of Washington.
- PST will contact the Client at any point during a candidate's background investigation when potentially disqualifying information is obtained. The Client will advise PST on how to proceed at that point.
- The Client will provide PST with any relevant information on each candidate, such as a copy of the Client's employment application completed by the candidate, waivers, special requests, etc.
- PST personnel have extensive investigation and/or law enforcement investigative experience. PST investigators are WA licensed unarmed Private Investigators.

¹ Client is required to run checks on government databases that Contractor does not have access to, such as WACIC, NCIC, DOL, etc.