

**WHATCOM COUNTY
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:
202004010 - 2

Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8550 Human Services / 855040 Housing Program	
Contract or Grant Administrator:		Kathleen Roy	
Contractor's / Agency Name:		Parker Corporate Services, Inc. dba Pacific Security	
Is this a New Contract? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If not, is this an Amendment or Renewal to an Existing Contract? If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	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="checkbox"/> No <input checked="" type="checkbox"/>	If yes, grantor agency contract number(s):	CFDA#:	21.016 / 21.019
Is this contract grant funded? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If yes, Whatcom County grant contract number(s):	202006003 / 201801023	
Is this contract the result of a RFP or Bid process? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s):	Contract Cost Center:	134150 / 660430
Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>			
If YES, indicate exclusion(s) below:			
<input type="checkbox"/> Professional services agreement for certified/licensed professional.			
<input 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): \$ 115,000		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.	
This Amendment Amount: \$ 41,000			
Total Amended Amount: \$ 156,000			
Summary of Scope: This contract provides funding for 24/7 security services at Whatcom County's COVID-19 Temporary Housing Facility.			
Term of Contract:	9 Months	Expiration Date:	12/30/2020
Contract Routing:	1. Prepared by:	JT	Date: 11/12/2020
	2. Health Budget Approval	KR/JG	Date: 11/19/2020
	3. Attorney signoff:	RB	Date: 11/20/2020
	4. AS Finance reviewed:	M Caldwell	Date: 11/19/2020
	5. IT reviewed (if IT related):		Date:
	6. Contractor signed:		Date:
	7. Submitted to Exec.:	JT	Date: 12/09/2020
	8. Council approved (if necessary):	AB2020-557	Date: 12/08/2020
	9. Executive signed:		Date: 12-10-2020
	10. Original to Council:		Date: 12-16-2020

WHATCOM COUNTY
Health Department



Erika Lautenbach, Director
Greg Stern, M.D., Health Officer

MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Parker Corporate Services, Inc. dba Pacific Security – Temporary Housing Facility Security Contract Amendment #2

DATE: December 9, 2020

Attached is a contract amendment between Whatcom County and Pacific Security for your review and signature.

▪ **Background and Purpose**

This contract provides funding for 24/7 security services to temporary guests of the COVID-19 Temporary Housing Facility located at 3701 Byron Avenue in Bellingham. The purpose of this amendment is to clarify additional requirements for access control into the Facility and add \$41,000 in funding in order to extend the contract through 12/30/2020.

▪ **Funding Amount and Source**

Funding for this contract may not exceed \$156,000. Funds under this contract are made available by a grant awarded by the US Department of Treasury and subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security (CARES) Act, and Title V and VI of the CARES Act, passed through the Washington State Department of Commerce Local Government Coronavirus Relief Fund (CFDA 21.016) and the Washington State Department of Health Emergency Preparedness & Response COVID-19 Local CARES Grant (CFDA 21.019). These funds are included in the 2020 budget. Council approval is required as additional funding exceeds 10% of the approved budget.

Please contact Kathleen Roy at extension #6007 if you have any questions regarding this agreement.

Encl.



Whatcom County Contract Number:

202004010 – 2

WHATCOM COUNTY CONTRACT AMENDMENT

PARTIES:

**Whatcom County
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225**

AND CONTRACTOR:

**Parker Corporate Services, Inc. dba Pacific Security
2009 Iron Street
Bellingham, WA 98225**

AMENDMENT NUMBER: 2

CONTRACT PERIODS:

**Original: 04/07/2020 – 07/05/2020
Amendment #1: 04/07/2020 – 10/31/2020
Amendment #2: 11/01/2020 – 12/30/2020**

THE CONTRACT IDENTIFIED HEREIN, INCLUDING ANY PREVIOUS AMENDMENTS THERETO, IS HEREBY AMENDED AS SET FORTH IN THE DESCRIPTION OF THE AMENDMENT BELOW BY MUTUAL CONSENT OF ALL PARTIES HERETO

DESCRIPTION OF AMENDMENT:

1. Extend the term of the contract through 12/30/2020.
2. Amend the designated Administrative Officer in the original contract under "General Terms, Section 37.2, Notice" to:

Anne Deacon, Human Services Manager
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225
360-778-6054
ADeacon@co.whatcom.wa.us
3. Amend Exhibit A – Scope of Work, to include issuance of ID to facility guests by Contractor and assurance that visitors of facility guests are not allowed access to the facility at any time; revised Exhibit A is attached.
4. Amend Exhibit B – Compensation, to update total funding and revise the invoice deadline; revised Exhibit B is attached.
5. Funding for the extended contract period (11/01/2020 – 12/30/2020) is not to exceed \$41,000.
6. Funding for the total contract period (04/07/2020 – 12/30/2020) is not to exceed \$156,000
7. All other terms and conditions remain unchanged.
8. The effective start date of the amendment is 11/01/2020.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT. ALL PARTIES IDENTIFIED AS AFFECTED BY THIS AMENDMENT HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS AMENDMENT. Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and bind the party thereto.

APPROVAL AS TO PROGRAM: DocuSigned by: Anne Deacon 12/9/2020
Anne Deacon, Human Services Manager Date

DEPARTMENT HEAD APPROVAL: DocuSigned by: Erika Lautenbach 12/9/2020
Erika Lautenbach, Health Department Director Date

APPROVAL AS TO FORM: DocuSigned by: Royce Buckingham 12/9/2020
Royce Buckingham, Prosecuting Attorney Date

FOR THE CONTRACTOR:

DocuSigned by: [Signature] Bud Tweten, Sales & Development 12/9/2020
Contractor Signature | Print Name and Title | Date

FOR WHATCOM COUNTY:

DocuSigned by: Satpal Sidhu 12/10/2020
Satpal Singh Sidhu, County Executive Date

CONTRACTOR INFORMATION:

Pacific Security
Bud Tweten, Sales & Development
2009 Iron Street
Bellingham, WA 98225
425-330-1341
bud@parkercorporation.com

EXHIBIT "A" – Amendment #2
(SCOPE OF WORK)

BACKGROUND

To provide adequate response to the COVID-19 emergency and emergency shelter needs in Whatcom County, the County has entered into a lease with Motel 6 located at 3701 Byron Avenue, Bellingham, WA 98225. The motel is a 60-unit facility and will be used as a COVID-19 Temporary Housing Facility for those in need of separate housing services due to COVID-19 exposure and emergency shelter for individuals and families in need. Services are needed to provide security for the temporary guests at this facility.

STATEMENT OF WORK

Contractor will provide 24/7 services. Law enforcement will provide instruction on security responsibilities. Initially contractor will provide surveillance only on site. Once operations begin, contractor will perform the duties specified below. Upon request, contractor will provide additional staff or adjust duties.

Contractor will:

- A. Follow law enforcement instructions.
- B. Be responsible for access control:
 - i. Contractor will issue ID to each adult guest of the facility to verify access into the facility.
 - ii. Each additional contractor, Whatcom County, or Unified Command personnel will also carry ID to access the facility.
 - iii. Ensure that no visitors of facility guests are allowed to enter the premises at any time, unless pre-approved by Whatcom County Health Department.
 - iv. Assist with access and egress for guests who are receiving temporary shelter services at the facility and who are NOT housed in isolation or quarantine status.
- C. Provide a visible deterrent to criminal behavior by providing routine security patrols around the exterior of the grounds on an hourly basis.
- D. Observe and report suspected criminal activity to WhatComm Dispatch:
 - i. Law enforcement will exercise their discretion as to whether or not to send officers to the facility based on the nature of the report.
 - ii. Contractor will compile reports of incidents or significant events to be provided to law enforcement, Unified Command, or Whatcom County, upon request.
 - iii. The on-duty site Security Officer should contact WhatComm Dispatch at the beginning of each shift and provide their name and contact number as the responsible party for that rotation.
- E. Perform duties in a courteous and professional manner.
- F. Report all incidents to the on-site manager.

Contractor is responsible for providing uniforms, n95 masks, gloves, and eye protection and supervising all security personnel in the proper performance of their duties. Security officers assigned to perform work under this contract shall wear uniforms at all times. These uniforms must clearly identify the name of the security contractor. This

identification may be accomplished through the use of shoulder patches, silk screening, or stitched company emblems, insignias, or logos.

Security officers employed by the contractor under this contract shall:

- A. Be able to communicate effectively in both written and oral English.
- B. Possess a cell phone and have such on their person while on duty.
- C. Be a legal resident of the United States of America.
- D. Be physically and emotionally capable of performing the assigned tasks.
- E. Have no criminal record.

The County retains the right to run background checks for each of the contractor's employees. County is not required to provide any reason for requested removal of specified contracted personnel.

EXHIBIT "B" – Amendment #2
(COMPENSATION)

I. Budget and Source of Funding: Funding for this contract may not exceed \$156,000. Funds under this contract are made available and are subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) and Title V and VI of the CARES Act. This project was supported by a grant awarded by the US Department of the Treasury. Grant funds are administered by the Local Government Coronavirus Relief Fund thru the Washington State Department of Commerce (CFDA 21.016) and the Washington State Department of Health Emergency Preparedness & Response COVID-19 Local CARES Grant (CFDA 21.019). Commerce and the State of Washington are not liable for claims or damages arising from Subcontractor's performance of this contract.

Compensation:

Contractor will be paid \$27.35 per hour and \$41.03 per hour on Federal Holidays.

II. Invoicing

1. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. The Contractor shall submit invoices to *(include contract/PO #)* HL-BusinessOffice@co.whatcom.wa.us. Monthly invoices must be submitted by the 15th of the month following the month of service **except final invoices which must be received by January 8, 2021**. Invoices submitted for payment must include the items identified in the table above.
2. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
3. Invoices must include the following statement, with an authorized signature and date:

I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.

4. Duplication of Billed Costs or Payments for Service: The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.

