Whatcom County Contract No.

2024060009

CONTRACT FOR SERVICES Patrol Services Between Whatcom County and Pacific Security

Pacific Security, hereinafter called **Contractor** and Whatcom County, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 3 to 18, Exhibit A (Scope of Work), pp. 19 to 20, Exhibit B (Compensation), pp. 21, Exhibit C (Proposal), pp. 22 to 57

Copies of these items are attached hereto and incorporated herein by this reference as if fully set forth herein.

The term of this Agreement shall commence on the 1st day of July, 2024, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the June 30, 2025.

The general purpose or objective of this Agreement is for: Patrol Services at nine Whatcom County sites, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed \$64,260.00. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 11.1, 21.1, 30.1, 31.2, 32.1, 34.2, and 34.3, if included, are totally and fully part of this contract and have been mutually negotiated by the parties.

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 to bind the party thereto.

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IN WITNESS WHEREOF, the parties have executed this Agreement this day of, 2024.
Regardless of signatures this contract takes effect July 1, 2024.
CONTRACTOR:
Pacific Security
Chad Parker, Principal

Contract for Services Pacific Security Patrol Services

chad@actioncln.com

CONTRACTOR INFORMATION:

Pacific Security Chad Parker, Principal chad@actioncln.com Mark Lann, Operations Manager markl@pacsecurity.com Address: 2009 Iron Street Bellingham WA 98225 (360) 733-2884 **Mailing Address:** 2009 Iron Street Bellingham WA 98225 WHATCOM COUNTY: Approved as to form: Date Prosecuting Attorney Approved:

Satpal Singh Sidhu, Whatcom County Executive

Accepted for Whatcom County:

By: _____

GENERAL CONDITIONS

Series 00-09: Provisions Related to Scope and Nature of Services

0.1 Scope of Services:

The Contractor agrees to provide to the County services and any materials as set forth in the project narrative identified as Exhibit "A", during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

Series 10-19: Provisions Related to Term and Termination

10.1 <u>Term:</u>

Services provided by Contractor prior to or after the term of this contract shall be performed at the expense of Contractor and are not compensable under this contract unless both parties hereto agree to such provision in writing. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

10.2 Extension:

The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to one year, and for a total of no longer than three years.

11.1 Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, first class postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. Termination shall be effective upon Contractor's receipt of the written notice, or within three (3) days of the mailing of the notice, whichever occurs first. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

11.2 Termination for Reduction in Funding:

In the event that funding from State, Federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to its normal completion, the County may summarily terminate this Agreement as to the funds withdrawn, reduced, or limited, notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the County deems that the continuation of the programs covered by this Agreement is no longer in the best interest of the County, the County may summarily terminate this Agreement in whole, notwithstanding any other termination provisions of this Agreement. Termination under this section shall be effective upon receipt of written notice as specified herein, or within three days of the mailing of the notice, whichever occurs first.

11.3 Termination for Public Convenience:

The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.

Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "B."

21.1 Taxes:

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

22.1 Withholding Payment:

In the event the County's Administrative Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Administrative Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Administrative Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Administrative Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

23.1 Labor Standards:

The Contractor agrees to comply with all applicable state and federal requirements, including but not limited to those pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor:

The Contractor's services shall be furnished by the Contractor as an independent contractor, and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to employees of the County. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including, but not limited to, settlements, judgments, setoffs,

attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph

30.2 Assignment and Subcontracting:

The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

30.3 No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

31.1 Ownership of Items Produced and Public Records Act:

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement, shall be the sole and absolute property of the County. If the Contractor creates any copyrightable materials or invents any patentable property, the Contractor may copyright or patent the same, but the County retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize other governments to use the same for state or local governmental purposes. Contractor further agrees to make research, notes, and other work products produced in the performance of this Agreement available to the County upon request.

Ownership. Any and all data, writings, programs, public records, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Contract shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Contract but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

Public Records Act. This Contract and all records associated with this Contract shall be available for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County at no cost to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information

will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

The Contractor shall be liable to the requester for any and all fees, costs, penalties or damages imposed or alleged as a result of the Contractor's failure to provide adequate or timely records.

This provision and the obligations it establishes shall remain in effect after the expiration of this contract.

31.2 Patent/Copyright Infringement:

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

A. The Contractor shall be notified promptly in writing by the County of any notice of such claim. B. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

32.1 Confidentiality:

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the County or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

33.1 Right to Review:

This contract is subject to review by any Federal, State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor's Office. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Contractor also agrees to notify the Administrative Officer in advance of any

inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Contractor, then the Contractor agrees to notify the Administrative Officer as soon as it is practical.

34.1 Insurance

The Contractor shall, at its own expense, obtain and continuously maintain the following insurance coverage for the duration of this contract, which shall include insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, subcontractors or employees. All insurers providing such insurance shall have an A.M. Best Rating of not less that A- (or otherwise be acceptable to the County) and be licensed to do business in the State of Washington and admitted by the Washington State Insurance Commissioner. Coverage limits shall be the minimum limits identified in this Contract or the coverage limits provided or available under the policies maintained by the Contractor without regard to this Contract, whichever are greater.

1. Commercial General Liability

Property Damage \$500,000.00, per occurrence General Liability & bodily injury \$1,000,000.00, per occurrence \$2,000,000.00

At least as broad as ISO form CG 00 01 or the equivalent, which coverage shall include personal injury, bodily injury and property damage for Premises Operations, Products and Completed Operations, Personal/Advertising Injury, Contractual Liability, Independent Contractor Liability, medical payments and Stop Gap/Employer's Liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required, unless approved in writing by the County.

2. Professional Liability

Professional Liability - \$1,000,000 per occurrence

a. Obtain professional liability insurance covering the negligent acts, errors, or omissions of the professional in connection with the performance of services to the County. If any insurance policy or the professional liability insurance is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.

3. Business Automobile Liability

\$1,000,000.00 Minimum, per occurrence \$2,000,000.00 Minimum, Annual Aggregate Contractor shall provide auto liability coverage for owned, non-owned and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$1,000,000 per accident. If Contractor owns no vehicles this requirement may be met through a non-owned auto Endorsement to the CGL policy.

4. Additional Insurance Requirements and Provisions

- a. All insurance policies shall provide coverage on an occurrence basis.
- b. Additional Insureds. Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers shall be included as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance required in this contract or maintained by the Contractor and subcontractor, whichever is greater.
- c. Primary and Non-contributory Insurance. Contractor shall provide primary insurance coverage and the County's insurance shall be non-contributory. Any insurance, selfinsured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and non-contributory to Contractor's insurance.
- d. Waiver of Subrogation. The insurance policy shall provide a waiver of subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Contractor enter into such a waiver of subrogation on a pre-loss basis.
- e. Review of and Revision of Policy Provisions. Upon request, the Contractor shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, including but not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Contract. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington.
- f. Verification of Coverage/Certificates and Endorsements. The Contractor shall furnish the County with a certificate of insurance and endorsements required by this contract. The certificates and endorsements for each policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificate and endorsements for each insurance policy are to be on forms approved by the County prior to commencement of activities associated with the contract. The certificate and endorsements, and renewals thereof, shall be attached hereto as Exhibit "C". If Exhibit

C is not attached, the Contractor must submit the certificate and endorsements required in this contract to the County prior to the commencement of any work on the contracted project. A certificate alone is insufficient proof of the required insurance; endorsements must be included with the certificate. The certificate of insurance must reflect the insurance required in this contract, including appropriate limits, insurance coverage dates, per occurrence, and in the description of operations, include the County project, Whatcom County, its departments, officials, employees, agents and volunteers as additional insureds, primary, non-contributory, and waiver of subrogation.

- g. The County must be notified immediately in writing of any cancellation of the policy, exhaustion of aggregate limits, notice of intent not to renew insurance coverage, expiration of policy or change in insurer carrier. Contractor shall always provide the County with a current copy of the certificate and endorsements throughout the duration of the contract.
- h. No Limitation on Liability. The insurance maintained under this Contract shall not in any manner limit the liability or qualify the liabilities or obligations of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or equity.
- i. Payment Conditioned on Insurance and Failure to Maintain Insurance. Compensation and/or payments due to the Contractor under this Contract are expressly conditioned upon the Contractor's compliance with all insurance requirements. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract. Payment to the Contractor may be suspended in the event of non-compliance, upon which the County may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the County on demand or offset against funds due the Contractor. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.
- j. Workers' Compensation. The Contractor shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Contractors' employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.
- k. Failure of the Contractor to take out and/or maintain required insurance shall not relieve the Contractor or subcontractors from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification. The County does not waive any insurance requirements even in the event the certificate or endorsements provided by the Contractor were insufficient or inadequate proof of coverage but not objected to by

the County. The County's failure to confirm adequate proof of insurance requirements does not constitute a waiver of the Contractor's insurance requirements under this Contract.

- I. Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the County shall be insured for the full available limits, including Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate furnished to the County evidences limits of liability lower than those maintained by the Contractor.
- m. Insurance for Subcontractors. If the Contractor subcontracts (if permitted in the contract) any portion of this Contract, the Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages by subcontractors must comply with the insurance requirements of the Contractor in this contract and shall be subject to all of the requirements stated herein, including naming the County as additional insured.
- n. The Contractor agrees Contractor's insurance obligation shall survive the completion or termination of this Contract for a minimum period of three years.
- 34.3 Defense & Indemnity Agreement. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees, and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease, or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which: 1) are caused in whole or in part by any error, act or omission, negligent or otherwise, of the Contractor, its employees, agents or volunteers or Contractor's subcontractors and their employees, agents or volunteers; or 2) directly or indirectly arise out of or occur in connection with performance of this Contract or 3) are based upon the contractor's or its subcontractors' use of, presence upon, or proximity to the property of the County. This indemnification obligation of the Contractor shall not apply in the limited circumstance where the claim, damage, loss, or expense is caused by the sole negligence of the County.

Should a court of competent jurisdiction determine that this contract is subject to RCW 4.24.115, then in the event of concurrent negligence of the Contractor, its subcontractors, employees or agents, and the County, its employees or agents, this indemnification obligation of the Contractor shall be valid and enforceable only to the extent of the negligence of the Contractor, its subcontractors, employees, and agents. This indemnification obligation of the Contractor shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit

act or other employee benefit act, and the Contractor hereby expressly waives any immunity afforded by such acts.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this Contract is for the benefit of the parties only and this Contract shall create no rights in any third party. The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses, or expenses, and such participation shall not constitute a waiver of Contractor's indemnity obligations under this Agreement.

In the event the Contractor enters into subcontracts to the extent allowed under this Contract, the Contractor's subcontractors shall indemnify the County on a basis equal to or exceeding Contractor's indemnity obligations to the County. The Contractor shall pay all attorney's fees and expenses incurred by the County in establishing and enforcing the County's rights under this indemnification provision, whether or not suit was instituted.

The Contractor agrees all Contractors' indemnity obligations shall survive the completion, expiration or termination of this Agreement. The foregoing indemnification obligations of the Contractor are a material inducement to County to enter into this Agreement and are reflected in the Contractor's compensation.

By signing this contract, the Contractor acknowledges that it has freely negotiated and agreed to the indemnification requirements to defend, indemnify and hold harmless the County from all claims and suits including those brought against the County by the Contractor's own employees, arising from this contract.

35.1 Non-Discrimination in Employment

The County's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation (including gender identity), age, marital status, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation (including gender identity), age, marital status, disability, political affiliation, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified

applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The foregoing provisions shall also be binding upon any subcontractor, provided that the foregoing provision shall not apply to contracts or subcontractors for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

35.2 Non-Discrimination in Client Services::

The Contractor shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status; or deny an individual or business any service or benefits under this Agreement unless otherwise allowed by applicable law; or subject an individual or business to segregation or separate treatment in any manner related to his/her/its receipt any service or services or other benefits provided under this Agreement unless otherwise allowed by applicable law; or deny an individual or business an opportunity to participate in any program provided by this Agreement unless otherwise allowed by applicable law.

36.1 Waiver of Noncompetition:

Contractor irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to the County, and contractor further promises that it will not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to the County.

36.2 Conflict of Interest:

If at any time prior to commencement of, or during the term of this Agreement, Contractor or any of its employees involved in the performance of this Agreement shall have or develop an interest in the subject matter of this Agreement that is potentially in conflict with the County's interest, then Contractor shall immediately notify the County of the same. The notification of the County shall be made with sufficient specificity to enable the County to make an informed judgment as to whether or not the County's interest may be compromised in any manner by the existence of the conflict, actual or potential. Thereafter, the County may require the Contractor to take reasonable steps to remove the conflict of interest. The County may also terminate this contract according to the provisions herein for termination.

37.1 Administration of Contract:

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington. The Contractor also agrees to comply with applicable federal, state, county or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals.

The County hereby appoints, and the Contractor hereby accepts, the Whatcom County Executive, and his or her designee, as the County's representative, hereinafter referred to as the Administrative Officer, for the purposes of administering the provisions of this Agreement, including the County's right to receive and act on all reports and documents, and any auditing performed by the County related to this Agreement. The Administrative Officer for purposes of this agreement is:

Rob Ney, Project & Operations Manager

37.2 Notice:

Any notices or communications required or permitted to be given by this Contract must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by electronic mail transmission (including PDF), to the party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such party as follows:

Whatcom County Facilities Management 3720 Williamson Way Bellingham WA 98226-9156 Attn: Dee Ebergson, Administrative Assistant (360) 778-5366 DEbergso@co.whatcoom.wa.us

Pacific Security
2009 Iron Street
Bellingham WA 98225
Mark Lann, Operations Manager
(360) 733-2884
markl@pacsecurity.com

Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is sent electronically, provided that the sender has received a confirmation of such electronic transmission. A party may, for purposes of this Agreement, change his, her or its address, email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other party pursuant to this Section.

- 37.3 If agreed by the parties, this Contract may be executed by Email transmission and PDF signature and Email transmission and PDF signature shall constitute an original for all purposes.
- 38.1 Certification of Public Works Contractor's Status under State Law:

 If applicable, Contractor certifies that it has fully met the responsibility criteria required of public works contractors under RCW 39.04.350 (1), which include: (a) having a certificate of registration in compliance with RCW 18.27; (b) having a current state unified business identifier number; (c) if applicable, having industrial insurance coverage for its employees working in Washington as required in Title 51 RCW, an employment security department number as required in Title 50 RCW, and a state excise tax registration number as required in Title 82 RCW; and (d) not being disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

38.2 <u>Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:</u>

If applicable, the Contractor further certifies, by executing this contract, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

The Contractor also agrees that it shall not knowingly enter into any lower tier covered transactions (a transaction between the Contractor and any other person) with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and the Contractor agrees to include this clause titled "Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.

The "Excluded Parties List System in the System for Award Management (SAM) website is available to research this information at WWW.SAM.GOV. Contractor shall immediately notify Whatcom County if, during the term of this Contract, Contractor becomes debarred.

38.3 E-Verify:

The E-Verify contractor program for Whatcom County applies to contracts of \$100,000 or more and sub contracts for \$25,000 or more if the primary contract is for \$100,000 or more. If applicable, Contractor represents and warrants that it will, for at least the duration of this contract, register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work for Whatcom County. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the County, to provide a copy of each such verification to the County. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Washington. Contractor/Seller understands and garees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any Whatcom County contract for up to three (3) years, with notice of such cancellation/termination being made public. In the event of such termination/cancellation, Contractor/Seller would also be liable

for any additional costs incurred by the County due to contract cancellation or loss of license or permit." Contractor will review and enroll in the E-Verify program through this website: www.uscis.gov

Series 40-49: Provisions Related to Interpretation of Agreement and Resolution of Disputes

40.1 Modifications:

Either party may request changes in the Agreement. Any and all agreed modifications, to be valid and binding upon either party, shall be in writing and signed by both of the parties.

40.2 Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

41.1 Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

41.2 Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

42.1 Disputes:

a. General:

Differences between the Contractor and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Administrative Officer shall be final and conclusive.

b. Notice of Potential Claims:

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The

written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim:

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

d. Arbitration:

Other than claims for injunctive relief, temporary restraining order, or other provisional remedy to preserve the status quo or prevent irreparable harm, brought by a party hereto (which may be brought either in court or pursuant to this arbitration provision), and consistent with the provisions hereinabove, any claim, dispute or controversy between the parties under, arising out of, or related to this Contract or otherwise, including issues of specific performance, shall be determined by arbitration in Bellingham, Washington, under the applicable American Arbitration Association (AAA) rules in effect on the date hereof, as modified by this Agreement. There shall be one arbitrator selected by the parties within ten (10) days of the arbitration demand, or if not, by the AAA or any other group having similar credentials. Any issue about whether a claim is covered by this Contract shall be determined by the arbitrator. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge but shall not have the power to award punitive damages. Each Party shall pay all their own costs, attorney fees and expenses of arbitration and the parties shall share equally in the Arbitrator's fees and costs. The decision of the arbitrator shall be final and binding and an order confirming the award or judgment upon the award may be entered in any court having jurisdiction. The parties agree that the decision of the arbitrator shall be the sole and exclusive remedy between them regarding any dispute presented or pled before the arbitrator. At the request of either party made not later than forty-five (45) days after the arbitration demand, the parties agree to submit the dispute to nonbinding mediation, which shall not delay the arbitration hearing date; provided, that either party may decline to mediate and proceed with arbitration.

Any arbitration proceeding commenced to enforce or interpret this Contract shall be brought within six years after the initial occurrence giving rise to the claim, dispute, or issue for which arbitration is commenced, regardless of the date of discovery or whether the claim, dispute, or issue was continuing in nature. Claims, disputes, or issues arising more than six years prior to a written request or demand for arbitration issued under this Contract are not subject to arbitration.

e. The parties may agree in writing signed by both parties that a claim or dispute may be brought in Whatcom County Superior Court rather than mediation or arbitration.

Unless otherwise specified herein, this Contract shall be governed by the laws of Whatcom County and the State of Washington.

43.1 Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Whatcom. This Agreement shall be governed by the laws of the State of Washington.

44.1 Survival:

The provisions of paragraphs 11.1, 11.2, 11.3, 21.1, 22.1, 30.1, 31.1, 31.2, 32.1, 33.1, 34.2, 34.3, 36.1, 40.2, 41.2, 42.1, and 43.1, if utilized, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

45.1 Entire Agreement:

This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

EXHIBIT "A"

(SCOPE OF WORK)

General scope of work shall be to supply all labor, materials, equipment and incidentals necessary to provide appropriate unarmed security patrol services at various Whatcom County facilities.

Plan, schedule, train, coordinate and ensure the effective performance of all services described below:

Contractor shall provide minimum of three (3) patrols, per site, between the hours of 20:00 – 06:00

- o Sites:
 - Courthouse/Jail Block 311 Grand Ave
 - Central Plaza Building 215 N Commercial
 - Civic Center Annex 322 N Commercial
 - Health Department 509 Girard
 - State Street Annex 1500 N State Street
 - Champion Street Parking Lot 211 E Champion Street
 - Northwest Annex 5280 Northwest Ave
 - Central Shop 901 W Smith Road
- o Contractor Shall patrol along the exterior of the perimeter of each facility:
 - Verify that all doors and windows are locked and the building is secure
 - Report all security breach incidents to the County representative
 - Report any vandalism
 - Inspect the parking lot for loitering, abandoned vehicles, and other unwanted activity
 - Notify the appropriate law enforcement agency immediately of any unlawful activity
 - Visually inspect each entrance, if visible and report any occupants that appear to be non-County representatives
- Contractor shall install, maintain and utilize an electronic guard tour verification system at no cost to the County
 - This system shall be capable of logging hours of patrol through individual scans as guards pass the point
 - Contractor shall log each daily round trip, including time of arrival and departure for each patrol, with the electronic time logging system
 - Logging system shall be fully and properly operational as service commences

PERSONNEL:

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.

- o Security Officers employed by the contractor under this contract shall:
 - Be able to communicate effectively in both written and oral English
 - Possess a valid Driver's License

- Be a legal resident of the United States
- Be physically and emotionally capable of performing the assigned tasks
- 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 contract personnel. Contractor shall NOT allow employees on the County sites without a pre-approved background check.

EQUIPMENT:

CONTRACTOR shall furnish all equipment necessary to perform the work as described herein. All equipment shall be kept in good repair and shall conform to all federal, state and local requirements.

- Required equipment shall include but not limited to:
 - Vehicle to perform security inspections during shifts
 - Communication equipment
 - Flashlight
 - Camera

EXHIBIT "B" (COMPENSATION)

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed sixty-four thousand two hundred sixty dollars and zero cents (\$64,260.00) including Washington State Sales Tax.

The Contract Number, set forth, shall be included on all billings or correspondence in connection therewith.

Contractor may bill the County progressively not more than once per month. Cost of yearly escalation can be considered but no more that 3% annually.

3 visits per night, 7 days per week at the following locations

Each location must have a separate cost on the invoice.

	LOCATION	ADDRESS	COST/MO
1.	Whatcom County Courthouse/Jail Block	311 Grand Avenue	\$595.00
2.	Central Plaza Building	215 N Commercial	\$595.00
3.	Civic Center Annex	322 N Commercial	\$595.00
4.	Health Department	509 Girard	\$595.00
5.	State Street Annex	1500 N State Street	\$595.00
6.	Champion Street Parking Lot	211 E Champion Street	\$595.00
7.	Northwest Annex	5280 Northwest Avenue	\$595.00
8.	Central Shop	901 W Smith Road	\$595.00
9.	Unity Street Building	104 Unity	\$595.00
		Total Per Month	\$5,355/mo

PACIFIC BEGURITY

Protecting Pacific Northwest businesses, events and government agencies since 1972.

GUARD • PATROL • RESPONSE

REQUEST FOR PROPOSAL www.pacsecurity.com • (800) 743-2737

Section 1

Letter from Operations Manager





GUARD • PATROL • RESPONSE

May 13, 2024 Subject RFP # 24-56 Security Patrol Services

Attn: Sara Winger Senior Purchasing Coordinator Whatcom County 311 Grand Ave., Suite #503, Bellingham, WA 98225

Dear Sara Winger,

Thank you for inviting Pacific Security to participate in Whatcom County's RFP process for security services. After thoroughly reviewing your requirements, we are confident that our team can provide the best solution for your security needs.

We understand that, when it comes to selecting a security provider, you're looking for the most qualified staff, responsive communication, and uninterrupted service – and we're committed to giving you that and more.

Pacific Security has been proudly serving Washington State for more than 50 years. This experience has taught us that operating a successful company requires a growth mindset; one that's focused on continually finding ways we can make our offerings even better. There have been a lot of changes over the past 50 years, but one thing remains the same – our ability to quickly make strategic operational adjustments that enable us to provide consistently reliable, high-quality service.

In this proposal, you'll learn more about what makes us a stronger option than other providers – our proactive management team, comprehensive training program, recruitment and retention strategy, and more.

We have reviewed all requirements of this solicitation. Pacific Security complies and agrees with all terms. We agree to be bound by statements and representations made in this proposal as well as any agreement resulting from this proposal. We take no exceptions and all assumptions made while developing our proposal are identified in applicable sections when made.

Any questions regarding the content of this proposal can be directed to me, Mark Lann, either by cell phone at (360) 303-9873 or email at markl@pacsecurity.com. Our main office can also be reached at (800) 743-2737.

Thank you for your time and consideration. We look forward to building a lasting partnership with you and your organization.

Mark Lann

Operations Manager

Pacific Security

Bellingham, WA 98225

Section 2

Firm Experience and Values



Why clients choose Pacific Security

Mostly, our work is guided by our values. They're what we bring to every client relationship, and the promise we adhere to every day. When you work with us, you can expect:



Responsiveness

Proactive communication and rapid response is vital in our industry. Our operations managers are available 24/7, so when you need us, you are able to reach us through our inhouse Dispatch Center. We consider our ops managers one of our biggest differentiators. Not only are they your dedicated point of contact, but they're also active team leaders who know everything about their operations, can fix any problem, and will ensure uninterrupted service.



Your site deserves top-tier officers. That's why ours go through background checks, receive thorough training, and are licensed as required by Washington State regulations. Our dispatch center monitors officers 24/7, and Field Supervisors perform random and scheduled site visits for additional training and inspections, If your site requires or would benefit from specific certifications and training programs, we'll work with you to make that happen.



Because we're based throughout Washington State, we know our cities and districts better than nationally based companies. But our local reach doesn't mean we're dealing with a smaller pool of guards. We have the corporate strength to handle any assignment – big or small – but the regional know-how to fully understand your business needs.

Stability

Because of our professional integrity and supportive atmosphere, we've created a cohesive corporate culture that enjoys a high average employee tenure. Plus, with more than 450 licensed and trained officers throughout Washington State, we can fulfill any security requirements at a moment's notice.

I just want everyone to know that our apartment buildings have never felt safer since Pacific came on board. I thank you for your awesome service and the professional, friendly attitude everyone has provided. Residents have begun to notice the difference.

CHARITO D: (APARTMENT COMPLEX MANAGER)



Section 3

Statement of Expertise



Statement of Expertise

Since 2016, Pacific Security has been providing mobile security patrols for Whatcom County Facilities. It started with the County Annex and has grown to the current three patrol checks at the 9 separate sites across the City of Bellingham and into unincorporated Whatcom County. As our security responsibilities have grown over the past 8 years, we have been diligently and intentionally working to maintain and expand the quality of services we provide. For example, the number of our patrol shifts has increased to ensure the quality of our security checks remains at the highest levels. Also, Our current team of patrol officers have strict driving and safety requirements which must be met and maintained to be authorized drivers.

In addition to our security patrols, there is always a Field Supervisor available (24/7/365) to support the patrols and ensure all the sites have been checked. All our patrols are issued cell phones and coordinate their work. Additionally, our entire security team is supported by our own 24/7/365 dispatch center. This is another layer of quality control supporting our nighttime operations.

The Pacific Security Patrol Officer team is intimately familiar with each of the nine (9) county buildings listed in this scope of work. Therefore, there is no better security team who will recognize if something is amiss. The Pacific Security team also maintains the security checkpoint inside the Whatcom County Courthouse. Working with Whatcom County, and its representatives from facilities, is of utmost importance to us. We currently enjoy excellent working relationships with the county stakeholders and are committed to maintaining and expanding those relationships to ensure professional development and quality of service.

As an added value, our security officers at the courthouse became MOAB certified, at no cost to Whatcom County. As an added value, our 2024 training strategy includes plans for MOAB certification for our patrol officers. Again, at no additional cost to the county. We maintain a fleet of 12 new Subaru Foresters as our marked vehicle patrol fleet.

The Bellingham division of Pacific Security is led by Mark Lann. Mark served as a Whatcom County Sheriff's Deputy for 21 years and retired in 2015. He shares his experience and expertise with his security team so they can more effectively deliver the highest quality security services. Mark maintains excellent relationships with the leadership of the Sheriff's Office, Prosecuting Attorney's Office, and other county offices, and has a personal stake in ensuring that Whatcom County is his most valued customer. Mark holds a master's degree in public administration and understands the nuances of the public / private relationship and how to make those relationships successful.



Section 4

Response to Requirements



Response to Requirements

We currently patrol the nine (9) Whatcom County Facilities sites listed in the scope of work. At each site, we perform three (3) nightly security checks between the hours of 8:00 pm and 6:00 am. with a uniformed security officer driving a fully marked patrol car. This is accomplished by dividing these 27 individual security checks to our 3 regularly scheduled nightly patrols.

During each security patrol, our officers check the exterior perimeter of each county facility and ensure that all windows and doors are secure. When we discover any breaches of security or damage, our officers document the incident and our reporting system automatically emails the report, in real time, to the county's designated representative. During emergencies, our officers call 911 and function as dependable witnesses.

Our current guard management system allows us to utilize an electronic guard tour verification system. Migrating all our current county facility patrols into a comprehensive guard tour, of the 27 individual site checks, will be seamless. Each of the 3 patrols will own a distinct portion of the sites and it will be scheduled in such a way that overlap is eliminated. Security checks will be spaced randomly to reduce the predictability of the guards being on-site.



Section 5 Past Performance



About Our Process

We have learned a great deal from handling these accounts and are continuously making changes to our processes and procedures to improve upon our services. Specifically, regarding Whatcom County, we have identified the following items will be necessary for success:

- Proactive and consistent communication with rapid response to concerns. Responses must include an accurate, clear plan to assure the issue will be fully alleviated. Plans of action should also include a time frame and documentation of completion, which will be given to site management.
- Thorough training for guards prior to their first shift. This will include compliance with state regulations, specialized training for your location (if deemed necessary), and a full understanding of post orders along with a signed copy of post orders from each guard assigned to the site.
- **Detailed reporting methods.** And training of such methods that include what, where, when, why and who in a clear and consistent manner.
- Ongoing procedure updates and acknowledgements. Which will be signed by site quards and kept in an on-site binder.

Account Examples

The following are a list of accounts and the services we have or are providing that closely align with the description of services and specifications outlined in RFP #24-56.



Port of Skagit

Contract Hours: 210 hours per week

Status of Contract: Active

Contact: Keith Love

Title: Airport Operations Manager

Address: 15400 Airport Dr. Burlington, WA 98233

Phone: (360) 757-0011

Email: keith@portofskagit.com

Scope of Work: We are proud to serve and help secure the Port of Skagit Airport, La Conner Marina, SWIFT Center and surrounding businesses and infrastructure. This is a highly sensitive assignment requiring security officers possessing excellent observation, driving, and reporting skills. We are responsible for the security of over 50 businesses and tenants supporting over 1,140 jobs within a patrol area of over 1,000 acres. Our conspicuous and visible presence helps minimize and mitigate trespassing, loitering, thefts, and illegal parking. Our presence has had a measurable impact on reducing crime and criminal behavior.



Sudden Valley

Status of Contract: Active Contact: Jo Anne Jensen Title: General Manager

Address: 4 Clubhouse Circle, Bellingham, WA 98229

Phone: (206) 550-6880

Email: jjensen@suddenvalley.com

Scope of Work: Providing 24/7/365 security for the homeowner's association comprised of about 8000 residents, 18-hole golf course, restaurants, retail outlets, and marina. It is the 2nd largest HOA in WA state. Provide excellent and continuous customer service; investigating and reporting HOA violations; responding to calls for service; assisting with traffic control; identifying and removing hazards; providing gatehouse security and availability; communicate work in written reports; liaison with client / customers; assist 911 with calls for service.

Northline Seafoods

Status of Contract: Active Contact: Kelly Diephuis Title: Director of Compliance

Address: 201 Harris Ave., Bellingham, WA 98225

Phone: (360) 799-9101

Email: kelly@northineseafoods.com

Scope of Work: Providing overnight security patrols ensuring exterior buildings are secure as well as ensuring exterior gates and points of entry are secure. Patrols of the facility include checkpoint tours, report writing, incident reporting, and notification of

customer and 911, when necessary.

Whatcom County Courthouse

Length of Contract: 4/20/22 – 12/31/2024 Duration of Contract: 4/20/22 thru current

Contract hours: 170 + hours / week at security checkpoint plus miscellaneous

additional hours for meetings.

Status of Contract: Active

Contact: Dee Ebergson

Title: Facilities Administrator

Address: 3720 Williamson Way, Bellingham, WA 98226

Phone: (360) 920-9174

Email: debergso@co.whatcom.wa.us

Scope of Work: Whatcom County Courthouse Security – We operate the security checkpoint for all visitors, staff, and employees entering the courthouse. This is accomplished by operating the x-ray machine for personal belongings as well as the walk-through metal detectors and electronic hand wands (when applicable). We also respond to courthouse alarms and calls for service from the various floors, offices, and courtrooms. We also stand guard at chosen entry points around the courthouse, as needed. In addition to the daily courthouse screening and security, we staff a variety of meetings which take place in the courthouse. For example, elections, county council meetings, mock trials, and teen court. We provide general customer service to visitors.



Section 6

Staff Qualification and Key Personnel



Key Personnel

Qualifications and experience of key personnel are outlined below. Pacific Security does not intend to utilize any subcontractors in the performance of this contract. The management team consists of many members not identified below, however; per the RFP request, these are the key members who will be actively involved in this account.

Chad Parker

President

Certifications: Licensed Private Investigator, Licensed Security Officer

Chad has been with Parker Corporate Services for more than 35 years and oversees the 500+ employees that make up our three division's management teams and business operations. Thanks to his extensive experience in the security industry, he's mastered every aspect of the business and provides a hands-on leadership approach that spans from officer scheduling to human resources.

He's been involved in countless security programs, including construction site security and executive protection, and has designed security programs for numerous businesses, government, and medical facilities in Washington.

Heidi Kaempfer, MBA Chief Operating Officer

Heidi is a seasoned executive with extensive experience in operations and compliance. She has a wealth of knowledge gained through years of service at Clarus Fluid, a notable federal Navy contractor where she honed her expertise in navigating complex regulatory frameworks, including Federal Acquisition Regulations (FAR), Defense Federal Acquisition Regulations Supplements (DFARS), and Navy Marine Corps Acquisition Regulation Supplement (NMCARS).

In her current role, Heidi oversees organizational compliance across all administrative departments, including HR, accounting, payroll, and legal. This encompasses not only an understanding of regulatory requirements but also a proactive approach to guaranteeing adherence. Heidi also creates a culture of compliance within the company to ensure all facets of the business stay on track.



Mark Lann, MPA

Operations Manager

Certifications: NSTI Get Confessions, Wicklander-Zulawski Reid Method of Criminal Interviews & Interrogation, WSTLA People's Law School, WSCJTC Instructor Development, WSCJTC First-Level Supervisor, WSCJTC Emotional Survival for Law Enforcement, Active Shooter, Criminal Gang Awareness

Mark has more than 23 years of local law enforcement experience, conducting complex criminal and civil investigations. In his role as Operations Manager, he combines customer relationships and employee management with the ability to work an active role both in the office and in the field.

His responsibilities include managing new account start-ups and transitions, ensuring staffing levels are met, training and uniform issues are addressed, and participating in startup activities to ensure a smooth transition. Mark also supports and develops new and existing client relationships and ensures oversight and regular use of financial reports to manage key performance indicators. Additionally, Mark leads strategic and employee management duties, which includes hiring, training, coaching, promoting, and terminations, as well as establishing annual location budget, reviewing monthly variances, and developing plans to meet budget targets and goals.

Craig Roberts

Operations Supervisor

Certifications: Washington State Certified Security Guard Trainer, Linux Professional Institute Certification (LPIC-2), Red Hat Linux Certified Systems Administrator, Certified Novell Engineer

Craig started with Parker Corporate Services in 2021 and was quickly promoted to Field Supervisor, then to Operations Supervisor. A former U.S. Navy Hospital Corpsman and Systems Engineer, Craig is now responsible for preparing work schedules, monitoring employee performance, processing payrolling, overseeing alarm responses, and other supervisory duties.

Grant Claus

Field Supervisor and Scheduler

Grant has been with Pacific Security since 2016, serving as a security officer at multiple sites and participating in several training programs on laws and regulations, proper use of force, officer preparedness, and more. He's trained and worked in hospital settings, refineries, and transit centers. In his current role, he responds to and addresses employee needs and schedule changes, trains new officers, conducts site inspections, evaluates quard effectiveness, and communicates with clients.



Section 7 Employee Qualification



Our Team and Training

Pacific Security is qualified, bonded, insured, and licensed according to state regulation. Because we have more than 85 local employees per division, we're able to immediately support all Whatcom County locations.

Pacific Security complies with all Washington State requirements for Security Officers through the Department of Licensing. This includes verifying employment history, reviewing current licenses, performing background checks, and fingerprinting.

As IFPO members, our employees receive exclusive educational materials, resources, and training content.

Minimum qualifications

Pacific Security Recruitment Specialists thoroughly screen potential officers. To become an officer, applicants must have the following minimum qualifications:

- Be at least 18 years old; 25 years old for vehicle patrol officers
- Be a U.S. citizen or be able to provide documentation permitting residency and authorization to work
- Able to meet Washington State Department of Licensing standards
- Able to provide courteous and considerate customer service
- Able to de-escalate and provide situational resolution
- Exhibit integrity, ethical judgment, and professional composure
- Maintain neat, well-groomed appearance
- Possess a high school diploma or equivalent
- Able to read, write, and comprehend directives and instructions in English as issued by the company and client management
- Able to complete forms and reports as required in performance of duty
- Be physically and mentally able to perform the functions of a security officer, including, standing or walking for entire shift, climbing stairs/ladders, and lifting/carrying objects

Initial training

Initial training is provided to officers during an eight-hour orientation session. We go beyond what's required by the Washington Department of Licensing and including the following in our program:

- Mandatory driver drug screening
- De-escalation training
- Proper report writing
- Complaint and conflict resolution training
- Officer safety and preparedness
- Physical safety strategies
- Bloodborne Pathogens Training (BBP)
- Customer service standards
- Professional standards, including diversity awareness
- Access control methods



Additional training

Additional training is performed on-site by the Onsite or Lead Supervisor, Field Supervisor, and Operations Supervisor. This ensures a precise, consistent, and comprehensive training for all personnel. Our guards are trained one post at a time until they meet or exceed expectations before learning the next post. To learn more about our training courses and methods, please see the training section in this proposal.

Pacific Security invests the time and resources to make sure all personnel have the knowledge and tools required to excel at each post. The Onsite or Lead Supervisor constantly monitors and corrects any deficient performances in real time, so issues are identified, addressed and resolved before they become a problem for the client.

Site management plans

Pacific Security Operations Managers develop site management plans to ensure client post orders are met. To promote officer success and retention, they constantly monitor and provide constructive feedback

- New officer instructions on site details
- Post order review
- Job shadowing
- Performance assessments
- Access to Field Supervisors 24/7
- Scheduled and random site audits
- Assessment of officer comprehension on post orders
- Assessment of officer physical appearance standards
- Security team reviews
- Post order updates
- Procedural standards
- Behavioral assessments and mentoring
- Officer commendation

Uniforms

Pacific Security provides its officers with the standard uniforms and equipment necessary to maintain a professional appearance and meet all demands of their assignment. Uniforms and equipment are provided at no cost to the officers. Guards are trained on the importance of maintaining a neat and tidy professional appearance, including professional hygiene and site-specific standards or requirements.

Company issued uniform items:

- Class A police-style shirt with company-identifying shoulder patch and American flag
- Long sleeved jacket
- Baseball cap with company patch

Employee provided uniform items:

- Black approved belt and footwear
- Black pants



Section 8 Employee Retention



Benefits for Our Employees

Security officer jobs are often used as a secondary income source or a step that leads to a law enforcement position. Because of this, turnover is high across the industry.

At Pacific Security, we understand the importance of investing in our greatest asset – our people – which is why we've developed an employee retention plan that begins the moment someone is hired. This plan includes promoting from within whenever a supervisor position becomes available, allowing our employees to strive to the next level in their career, and preventing stagnation.

We focus on developing personal relationships with our employees through hands-on mentoring, which contributes to maintaining an active, engaged workforce. Employees who are properly equipped for their jobs and receive real-time feedback are more likely to stay with the company. Company culture is the difference maker between apathetic or engaged employees. Our supervisors and managers have been trained on how to motivate, encourage, and recognize employees for their contribution to the company.

While we are proud of the efforts we've taken to prevent resignations, we do have a plan for handling guard turnover. We have a bench of qualified and trained officers ready to step in at a moment's notice.

Additionally, we submit bill rates that afford us the opportunity to hire and pay guards competitive wages and benefits. Paying above the market average allows us to maintain consistent service for your location.

Paid time off

Pacific Security officers accrue paid time off (PTO) at one hour of paid leave time for every 40 hours worked, with Seattle's PTO being one hour per every 30 hours worked. All employees begin accruing PTO on their first day of employment and can use it after working for 90 days.

Holiday pay

Pacific Security pays time-and-a-half for any holiday worked. Company-recognized holidays are:

- New Year's Day
- Memorial Day
- Independence Day

- Labor Day
- Thanksgiving
- Christmas Day



Health benefits

Pacific Security provides health and dental insurance. Our company contributes 70% of the total cost of these plans for each eligible employee. Additionally, we offer voluntary life, short term disability, and vision insurance.

Meal and rest periods

Pacific Security provides its non-exempt employees with meal and rest breaks in compliance with applicable laws and understands that employees may not be able to take a fully uninterrupted meal break at some locations due to customer requirements and its operational needs. For those locations, Pacific Security will only assign non-exempt security personnel who have signed a meal break waiver. In these cases, meal periods are paid time and the employee must remain at the job site while they take their break and be prepared for possible interruptions. Pacific Security will assign employees without waivers to other locations where meal breaks are possible.

Pacific Security requires its non-exempt security personnel (even ones who have signed meal break waivers) to take rest breaks of at least ten minutes – or mini-breaks that total ten minutes – for each four hours worked. Pacific Security prohibits employees from adding their rest breaks to their meal period or using the rest breaks to leave early or come in late. Pacific Security requires any non-exempt employee who believes that they are not receiving the described meal or rest periods to discuss the issue with Human Resources immediately so that the matter can be promptly reviewed.

Performance bonuses

Security officers are eligible to participate in various bonus programs throughout the year, including a sign-on bonus, employee referral bonus, and performance bonuses.

Employee advancement

As an Equal Opportunity Employer, we help our employees develop the skills and gain the education required to advance within our company or elsewhere. We are always looking to promote outstanding performers within the company as well as steer motivated staff towards advancement



Section 9 Employee Training



What You Can Expect

Maintaining a safe environment is the goal of all Pacific Security training programs. Officers receive instruction on customer service and de-escalation methods and are taught when and how to involve local law enforcement.

De-escalation Training

Our de-escalation training focused on the following points:

- Take deep breaths to stay calm
- Be aware of your surroundings
- Look as non-threatening as possible
- Create personal connections
- Always show empathy
- Be patient
- Use agreeable language
- Keep some personal distance
- Use a calming and understanding tone
- Make sure people feel heard and validated

4 Rules of Successful De-escalation

We teach all guards our 4 Rules of Successful De-escalation:

- Be safe: Act within post orders, the law, and your training. Call 911 for law enforcement issues. Don't underestimate the situation or a violator.
- 2. **Be professional:** Act according to facts, not emotions. You can do this be recognizing your hot buttons and remaining calm.
- Be nice: Kindness is the key to de-escalation.
- **Be reasonable:** Account for the totality of the circumstances and use the correct level of force.

Professional Standards We Enforce

All officers are trained on Pacific Security's professional standards. While on-site, a guard is asked to:

- Greet clients and visitor
- Use strong and professional posture
- Maintain alertness
- Use open posture
- Be welcoming and approachable
- Be ready to assist and direct
- Deliver good customer service
- Care about the people you are helping



Guards will have the following gear:

- Class A police-style shirt with company-identifying shoulder patch and American flag
- Long sleeved jacket
- Baseball cap with company patch

Mental Mindset

Mental mindset is very important for guards. Ours are vigilant, alert, and ready for anything. They're focused on the task at hand and able to identify problematic situations. If an issue does arise, they know how to take proper action and accurately report detailed descriptions of people, locations and situations.

Dialing in the Senses

To facilitate this, we train all officers to use their senses:

- Sight: Have good visibility and safe vantage points. Wear contacts or glasses if needed
- Hearing: Know the common and uncommon sounds of your site.
- Smell: Be alert if there's an unusual odor, like gas, gunpower, or smoke.
- Touch: Note vibrations, heat, pulses, and moisture, as these can indicate an undesirable situation.
- Memory: Be aware of the site, understand its layout, look for blind spots and hiding places, and note the escape routes. Familiarize yourself with evacuation procedures and common hazards.

Asking the Right Questions

Our guards' actions and reactions are guided by the totality of circumstances and consideration for all factual details pertaining to an event. They consider all available facts, frames of reference, and possible outcomes before arriving at a decision. Put simple, they ask the questions: What do we know? What facts do we have? What actions can we take?

Pacific Security officers handle complaints by:

- Listening
- Asking questions
- Reviewing the record
- Gathering more information
- Seeking a resolution
- Planning for follow-up
- Compiling an incident report in a timely and accurate manner

Physical Awareness

Physical awareness also plays a role in handling conflict and dealing with complaints. That's why we train our guards to have a firm, open posture stance and act in an approachable manner. They're taught to respect personal space, keep a six-foot distance, make eye contact, and not fold arms with interacting with the public.



Protocols

Unfortunately, despite the best of efforts, unexpected incidents can arise. That's why Pacific Security has a set protocol for identifying and handling an emergency.

- Guards must evaluate a situation before responding to an emergency and consider the type of incident, the immediate impact on life and safety, and the availability and safety of evacuation routes.
- 2. They are instructed to immediately call 911 if there is an immediate threat to life. If a situation escalates, Operations Managers will notify Pacific Security's HR Manager.
- 3. If there are allegations of employee inappropriate behavior, adverse actions, or altercation, we will immediately remove said employee from the site for the safety of both the employee and client.
- 4. The Operations Manager will get a temporary employee to the site pending investigation or replace them with a new security guard per client request.
- 5. The HR Manager will initiate a fair and consistent investigation, send out a confidentiality notice, and request statements from all involved.
- 6. The HR manager will collect, conduct, and report findings once the investigation is complete.

The training discussed above is mandatory for all guards; however, Pacific Security can also provide the following training:

- First-Aid, CPR, and AED
- Training for persons with mental health issues or in mental health crisis
- Identification of controlled substances
- Safety data sheets
- Diversity and cultural competency
- Anger management
- Fire suppression
- Active shooter
- Suspicious packages and/or bomb threats.

MOAB® Training

Pacific Security also offers **MOAB®** training for all guards. MOAB training presents principles, techniques, and skills for recognizing, reducing, and managing violent and aggressive behavior both in and out of the workplace.

MOAB helps officers understand how to defuse crisis situations by addressing the multitude of crises and stages of conflict. It's considered the most innovative, comprehensive, and effective course on managing aggressive behavior in the country today.

International Foundation for Protection Officers

We're also proud members of the International Foundation for Protection Officers (IFPO). The IFPO is dedicated to providing meaningful security training for security guards and protection officers. We believe that education is a necessary and essential part of professional security training and our security officer's background. Our officers benefit from the recognition and standing that the prestigious IFPO certification conveys.





Section 10

Project Approach, Start-up and Guard Plan, and Uninterrupted Service



What You Can Expect

The following elements are integral to our management of the Whatcom County center: our guard management software, monitoring, constant on-site supervisor visits, and consistent communication with the Whatcom County management team.



Integrated Guard Management System

This customizable platform allows Whatcom County and Pacific Security management to review performance of officers in real time. GPS tracking modules provide an aerial view and in-depth documentation of each guard's location history. Guards can be located instantly with pinpoint accuracy, which helps inform clients and creates safer environments for personnel.

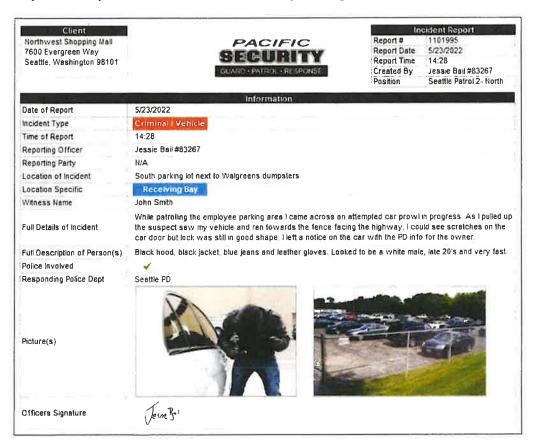


Markers on the GPS timeline indicate actions performed over the duration of the shift, the location of the guard, the action performed, and a link to any data captured. Information such as checkpoint tour reports, daily activity logs, and incident reports are stored online for three years, giving Whatcom County access to their account information whenever needed.

Our Guard Management System can also generate multiple client-specific report templates, giving us the ability to get the exact information needed from the guard. There are endless types of reports available to fit clients' needs such as incident reports, maintenance reports, parking infractions, and checklists. Reports that need attention can be sent immediately to the correct contact while unurgent information can be reviewed at any time through the online portal.

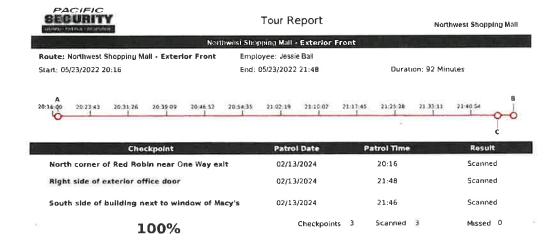


Our report builder tool allows us to easily create forms and send and store electronically. Reports can include pictures, signatures, diagrams, and detailed information. These detailed reports can be emailed to the correct individual(s) at your facility as well as to Pacific Security management team for review.



Monitoring

NFC tags are placed strategically throughout the site for guards to scan with their phone to record their time and location. This ensures the guard is moving around consistently and covering all areas needing patrolling. These NFC tags can be programed with additional information, reminders, and automatic reports for guards.





Site Supervision

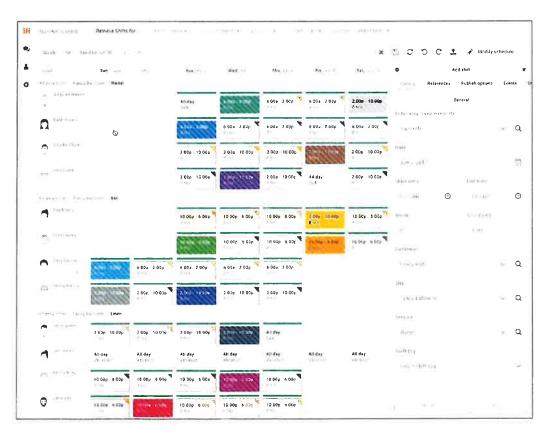
While reports and automation are useful, nothing is more important than face-to-face interaction with our officers. That's why our Field Supervisors periodically make site visits to assess our guard's performance, appearance, and wellbeing. While on site, the supervisors can check logs, assist our staff, and provide any items needed.

The Operations Manager also performs random and routine site visits. This allows any updates or changes in service to be addressed immediately and gives us the chance to check in with our guards and Whatcom County staff. If a meeting is needed, we'll arrange for an either in-person or online conversation.



Shift Fulfillment

To ensure scheduling accountability and accuracy, Pacific Security uses an online scheduling platform called **Celayix** to coordinate and communicate guard schedules and to monitor attendance.



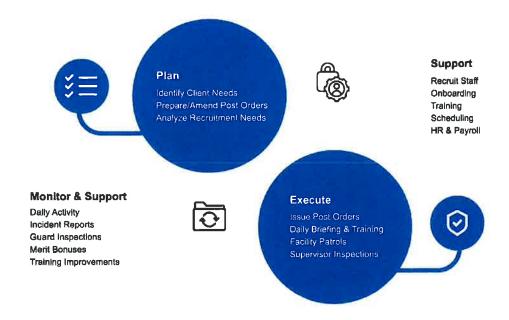


All Pacific Security employees use Celayix to clock in and out so hours can be recorded, tracked, and reviewed. This scheduling platform also allows the Whatcom County on-site supervisor to record any corrections or conversations with Pacific Security personnel to help track the history and corrective actions taken to uphold all standards and work performance.

Celayix also has a training module that Pacific Security utilizes to maintain accurate training records, certification status, and more.

Fulfilling Client Needs

Giving our clients the best service and experience is our mission. That's why we take the following approach to taking care of your needs:







Vehicle Usage

All vehicles assigned to Whatcom County will be all-wheel drive, 2022 or newer Subaru Legacies or Foresters. They will be equipped with emergency road equipment, fire extinguishers, and basic first aid kits. Also, all vehicles will be set on a prepaid maintenance plan to ensure good working order.

Vehicles assigned to the contract will be rotated out and replaced with brand-new versions every two years to uphold Whatcom County's high-quality reputation as well as performance and reliability.





Start-up and Guard Plan

Pacific Security will provide the industry's best vetted, trained, and uniformed security officers and supervisors with all the qualities and skills one would expect from an industry leader. We use a three-prong approach for making this happen and meeting staffing requirements.

- Incumbent Retention We will work with your leadership team to analyze the qualifications of incumbent personnel who want to remain on the new contract. We will then screen this select group of personnel to ensure they meet the same robust background screening standards set forth by Pacific Security and review their licenses.
- 2. **Internal Recruiting** Retaining an entire incumbent workforce is often challenging. Therefore, our second approach is to staff this contract with some of our top personnel who are looking for new career opportunities, locations closer to their homes, or career advancement opportunities.
- External Recruiting While every effort will be made to hire the capable incumbent workforce, Pacific Security will also be collecting resumes and conducting interviews of qualified candidates externally if needed.





Uninterrupted Service

We pride ourselves on being accessible 24/7. Your Operations Manager is your dedicated point of contact, available to address needs, answer questions, and alleviate concerns in a timely manner. If you need anything after operational hours, our in-house 24-hour Dispatch Center will handle your need or inquiry or put you in direct contact with Operations.

Our Guards Expectations

Our guards are required to clock in when they arrive at their assigned site. If any guard is not clocked in at their scheduled time, our dispatch center will immediately contact the Operations Manager and Field Supervisor. Then, either the Operations Manager, Operations Supervisor, Field Supervisor, or Site Supervisor will visit the site to assure shift coverage. Because our plan incorporates hiring and training 125% of guards, we'll have the staff required to fill all shifts, even if there are no-shows, without interruption.

Site Supervisor Expectations

The Site Supervisor and officers will have full support from Pacific Security's Bellingham office. The Bellingham office currently provides service to fixed post and patrol accounts, representing an average of 3500 hours per week of unarmed and armed guard services.

The Bellingham office operates Monday through Friday from 0700-1800, and our in-house Dispatch Center is available after hours to handle any needs. Our dispatchers respond immediately to emergency situations and monitor guards' schedules, attendance, and movement. Our equipment, power, and internet are backed up in redundancy and will continually operate during bad weather or natural disasters.



Field Supervisors are on duty 24 hours a day to conduct scheduled and unscheduled inspections, respond to issues, and assure that every account is fully staffed with security officers who are proactive, alert and knowledgeable about their post orders, duties and emergency procedures.



Section 11 Pricing



Pacific Security shall provide a minimum of three (3) patrols, per site, every night, between the hours of 20:00 and 06:00

		Monthly Total:	\$5,355.00
9	Unity Street Building	104 Unity	\$595.00
8	Central Shop	901 W. Smith Rd	\$595.00
7	Northwest Annex	5280 Northwest Ave	\$595.00
6	Champion Street Parking Lot	211 E. Champion St	\$595.00
5	State Street Annex	1500 N. State St	\$595.00
4	Health Department	509 Girard	\$595.00
3	Civic Center Annex	322 N. Commercial	\$595.00
2	Central Plaza Building	215 N. Commercial	\$595.00
1	Whatcom County Courthouse / Jail - Block	311 Grand Avenue	\$595.00
	Location	Address	Monthly Price





GUARD • PATROL • RESPONSE

www.pacsecurity.com



Our locations throughout the PNW

Corporate Office 2009 Iron Street

Bellingham, WA 98225

Everett Office

2929 Bond Street Everett, WA 98201

Renton Office

15 S Grady Way, Suite 600 Renton, WA 98057

Wenatchee Office

636 Valley Mall Parkway, Suite 200 East Wenatchee, WA 98802

Tukwila Office

17574 Southcenter Parkway Tukwila, WA 98188

Olympia Office

1718 4th Ave E Olympia, WA 98506