

**WHATCOM COUNTY
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:
202105018 - 3

Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8510 Administration / 851000 Administration	
Contract or Grant Administrator:		Mark Raaka	
Contractor's / Agency Name:		MSNW Group LLC	
Is this a New Contract? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If not, is this an Amendment or Renewal to an Existing Contract? If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> 202105018
Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If No, include WCC:		
Already approved? Council Approved Date:		(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, grantor agency contract number(s):		CFDA#: 21.019, 97.036
Is this contract grant funded? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If yes, Whatcom County grant contract number(s):		201801023 / FEMA
Is this contract the result of a RFP or Bid process? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If yes, RFP and Bid number(s): 21-14		Contract Cost Center: 660430 / 660460
Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>			
If YES, indicate exclusion(s) below:			
<input type="checkbox"/> Professional services agreement for certified/licensed professional.		<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input checked="" type="checkbox"/> Contract work is for less than \$100,000.		<input type="checkbox"/> Work related subcontract less than \$25,000.	
<input type="checkbox"/> Contract work is for less than 120 days.		<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
<input type="checkbox"/> Interlocal Agreement (between Governments).			
Contract Amount:(sum of original contract amount and any prior amendments): \$ 40,000		Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.	
This Amendment Amount: \$ 15,000			
Total Amended Amount: \$ 55,000			
Summary of Scope: This contract provides funding for cleaning services at the COVID-19 temporary housing facility located at 3701 Byron Avenue in Bellingham.			
Term of Contract:	10 Months	Expiration Date:	03/31/2022
Contract Routing:	1. Prepared by:	JT	Date: 12/06/2021
	2. Health Budget Approval	KR/JG	Date: 12/09/2021
	3. Attorney signoff:	RB	Date: 12/14/2021
	4. AS Finance reviewed:	M Caldwell	Date: 12/10/2021
	5. IT reviewed (if IT related):		Date:
	6. Contractor signed:		Date:
	7. Executive Contract Review:		Date: 1/18/2022
	8. Council approved (if necessary):	AB2022-003	Date: 01/11/2022
	9. Executive signed:		Date: 1/18/2022
	10. Original to Council:		Date:



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: MSNW Group, LLC – COVID-19 Related Cleaning Services Contract Amendment #3

DATE: January 12, 2022

Attached is a contract amendment between Whatcom County and MSNW Group, LLC for your review and signature.

▪ **Background and Purpose**

This contract provides funding for cleaning services to protect the health and safety of guests and staff at the COVID-19 Temporary Housing Facility located at 3701 Byron Avenue in Bellingham. This amendment extends the contract through 03/31/2022 and increases funding by \$15,000 to support the extended contract period.

▪ **Funding Amount and Source**

Funding for this contract may not exceed \$55,000. Funds under the contract are made available by a grant awarded by the US Department of Treasury and subject to Section 601(a) of the Social Security Act, as amended by Section 5001 of the Coronavirus Aid, Relief, and Economic Security (CARES) Act, and Title V and VI of the CARES Act, passed through the Washington State Department of Health Emergency Preparedness & Response COVID-19 Local CARES Grant (CFDA 21.019) and a grant awarded by the Federal Emergency Management Agency (FEMA), passed through the Washington State Military Department (Funding Source Agreement #FEMA-4481-DR-WA) (CFDA 97.036, Public Assistance). These funds are included in the 2021 – 2022 budgets. Council approval is required as funding exceeds \$40,000.

Please contact Mark Raaka, COVID-19 Response Manager at 360-303-2309 (MRaaka@co.whatcom.wa.us) or Kathleen Roy, Assistant Director at 360-778-6007 (KRoy@co.whatcom.wa.us), if you have any questions or concerns regarding this request.



Whatcom County Contract Number:

202105018 – 3

WHATCOM COUNTY CONTRACT AMENDMENT

PARTIES:

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

AND CONTRACTOR:
MSNW Group, LLC
2257 Northgate Spur
Ferndale, WA 98248

CONTRACT PERIODS:

Original: 06/01/2021 – 09/30/2021
Amendment #1: 10/01/2021 – 12/31/2021
Amendment #2: 10/01/2021 – 12/31/2021
Amendment #3: 12/31/2021 – 03/31/2022

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

DESCRIPTION OF AMENDMENT:

1. Extend the term of the contract through 03/31/2022.
2. Amend Exhibit B – Compensation, to increase total funding by \$15,000.
3. Funding for the total contract period (06/01/2021 – 03/31/2022) is not to exceed \$55,000.
4. All other terms and conditions remain unchanged.
5. The effective start date of the amendment is 12/31/2021.

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

DEPARTMENT HEAD APPROVAL: DocuSigned by:
Erika Lautenbach 1/12/2022
055C651A30374BD...
Erika Lautenbach, Health Department Director Date

APPROVAL AS TO FORM: DocuSigned by:
Royce Buckingham 1/12/2022
1FE5DD8D9542404
Royce Buckingham, Prosecuting Attorney Date

FOR THE CONTRACTOR:

<small>DocuSigned by:</small> <i>Terrell Weg</i> <small>DCE2BEEC19FA414</small>	Terrell Weg, President	1/16/2022
Contractor Signature	Print Name and Title	Date

FOR WHATCOM COUNTY:

<small>DocuSigned by:</small> <i>Satpal Singh Sidhu</i> <small>1192C7C18B664E3</small>		1/18/2022
Satpal Singh Sidhu, County Executive		Date

CONTRACTOR INFORMATION:

MSNW Group, LLC
2257 Northgate Spur
Ferndale, WA 98248
360-303-6043
t.weg@msnwgroupp.com

EXHIBIT "B" – Amendment #3
(COMPENSATION)

- I. **Budget and Source of Funding:** Funding for this contract may not exceed \$55,000. Funds under the contract are made available by a grant awarded by the US Department of Treasury and subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security (CARES) Act, and Title V and VI of the CARES Act, passed through the Washington State Department of Health Emergency Preparedness & Response COVID-19 Local CARES Grant (CFDA 21.019) and a grant awarded by the Federal Emergency Management Agency (FEMA), passed through the Washington State Military Department (Funding Source Agreement #FEMA-4481-DR-WA) (CFDA 97.036, Public Assistance). The budget for this work is as follows:

Frequency/Area	Price
Weekly Per Unit Cleaning	\$65 per unit
Turnover Cleaning – Scheduled normal business hours (8AM – 5PM, Monday - Friday)	\$130 per unit
Turnover Cleaning – Unscheduled, after hours (5PM – 8AM, Monday – Friday / All hours Saturday & Sunday)	\$150 per unit + \$75 call out fee
Weekly Cleaning of Common Areas	\$130 per week
Basic Cleaning of Security Quarters	\$65 per clean
Additional COVID-19 Disinfection Cleaning	\$75 per hour

II. **Invoicing**

1. The Contractor shall submit invoices to (*include contract/PO #*) HL-BusinessOffice@co.whatcom.wa.us.
2. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 15th of the month following the month of service. Invoices submitted for payment must include the items identified in the table above. Final invoices are due as follows:
 - a. **Final invoices for services through 12/31/2021, must be submitted by January 7, 2022.**
 - b. **Final invoices for services between 01/01/2022 – 03/31/2022, must be submitted by April 15, 2022.**
3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
4. Invoices must include the following statement, with an authorized signature and date: **I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.**
5. Duplication of Billed Costs or Payments for Service: The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.