



**WHATCOM COUNTY
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:
202106002 – 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: | | Parker Corporate Services, Inc. dba Pacific Security | |
| Is this a New Contract? | If not, is this an Amendment or Renewal to an Existing Contract? | | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: | | 202106002 |
| 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? | If yes, grantor agency contract number(s): | | CFDA#: 21.019/93.323/97.036 |
| Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | | | |
| Is this contract grant funded? | If yes, Whatcom County grant contract number(s): | | 201801023 / Pending, assigned #202006004 |
| Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | | | |
| Is this contract the result of a RFP or Bid process? | If yes, RFP and Bid number(s): | | Contract Cost Center: 660430/660480/660460 |
| Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | 21-17 | | |
| Is this agreement excluded from E-Verify? | No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> | | |
| If YES, indicate exclusion(s) below: | | | |
| <input type="checkbox"/> Professional services agreement for certified/licensed professional. | | | |
| <input type="checkbox"/> Contract work is for less than \$100,000. | | <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). | |
| <input type="checkbox"/> Contract work is for less than 120 days. | | <input type="checkbox"/> Work related subcontract less than \$25,000. | |
| <input type="checkbox"/> Interlocal Agreement (between Governments). | | <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA. | |
| Contract Amount:(sum of original contract amount and any prior amendments): | | 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: | |
| \$ | 176,009 | 1. Exercising an option contained in a contract previously approved by the council. | |
| This Amendment Amount: | | 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. | |
| \$ | 48,201 | 3. Bid or award is for supplies. | |
| Total Amended Amount: | | 4. Equipment is included in Exhibit "B" of the Budget Ordinance | |
| \$ | 224,210 | 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County. | |
| Summary of Scope: This contract provides funding for security services at the COVID-19 Isolation & Quarantine Facilities and large-scale community vaccination clinics. | | | |
| Term of Contract: | 10 Months | Expiration Date: | 03/31/2022 |
| Contract Routing: | 1. Prepared by: | JT | Date: 01/10/2022 |
| | 2. Health Budget Approval | KR/JG | Date: 01/11/2022 |
| | 3. Attorney signoff: | RB | Date: 01/10/2022 |
| | 4. AS Finance reviewed: | M Caldwell | Date: 1/11/22 |
| | 5. IT reviewed (if IT related): | | Date: |
| | 6. Contractor signed: |  | Date: |
| | 7. Executive Contract Review: |  | Date: 1/26/2022 |
| | 8. Council approved (if necessary): | AB2022-050 | Date: 01/25/2022 |
| | 9. Executive signed: | | Date: 1/26/2022 |
| | 10. Original to Council: | | Date: |



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Parker Corporate Services, Inc. dba Pacific Security – COVID-19 Related Security Services Contract Amendment #3

DATE: January 26, 2022

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

▪ **Background and Purpose**

This contract provides funding for 24/7 security services to temporary guests of the COVID-19 Isolation and Quarantine Facility as well as security services at potential large-scale community COVID-19 vaccine clinics. The purpose of this amendment is to increase funding by \$48,201 to support an increase in the contractor's hourly rate and the addition of services provided at the County's Isolation and Quarantine Overflow Facility. The addition of services includes monthly funding for the use of the contractor's patrol car to operate out of when there are no other means to minimize COVID-exposure.

▪ **Funding Amount and Source**

Funding for this contract may not exceed \$224,210. Funds under this contract are made available by a grant awarded by the Federal Emergency Management Agency (FEMA), passed through the Washington State Military Department (Funding Source Agreement #FEMA-481-DR-WA) (CFDA 97.036, Public Assistance) as well as 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 Local CARES and Epidemiology and Laboratory Capacity Grants (CFDA 21.019 & 93.323). These funds will be included in the 2022 budget. Council approval is required as the additional funding provided by this amendment exceeds 10% of the approved budget.

Please contact Mark Raaka, COVID19 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:

202106002 – 3

WHATCOM COUNTY CONTRACT AMENDMENT

PARTIES:

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

AND CONTRACTOR:

Pacific Security
2009 Iron Street
Bellingham, WA

CONTRACT PERIODS:

Original: 06/01/2021 – 09/30/2021
Amendment #1: 10/01/2021 – 12/31/2021
Amendment #2 & #3: 01/01/2022 – 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. Amend Exhibit A – Scope of Work to:
 - a. Replace references to ‘Temporary Housing Facility’ with ‘Isolation and Quarantine Facilities’;
 - b. Include the addition of services at the County’s COVID Isolation and Quarantine Overflow Facility;
 - c. Include the use of the contractor’s patrol car as an operational center to minimize the contractor’s risk of COVID exposure.
2. Amend Exhibit B – Compensation, to increase funding by \$48,201 to support an increase to the Contractor’s hourly rate, the addition of services at the COVID Isolation & Quarantine Overflow Facility, and a monthly rate for the contractor’s patrol car.
3. Funding for the total contract period (06/01/2021 – 03/31/2022) is not to exceed \$224,210
4. All other terms and conditions remain unchanged.
5. The effective start date of the amendment is 01/01/2022.

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 1/26/2022
955C651A30374BD
Erika Lautenbach, Health Department Director Date

APPROVAL AS TO FORM: ^{DocuSigned by:} Royce Buckingham 1/26/2022
1EE5DD9D9542404
Royce Buckingham, Senior Civil Deputy Prosecutor Date

FOR THE CONTRACTOR:

| | | |
|--------------------------------------------------------------------------------------|---------------------------------------|-----------|
| ^{DocuSigned by:} <u>Johnathan McBride</u> <small>D490B788A3F2403</small> | Johnathan McBride, Operations Manager | 1/26/2022 |
| Contractor Signature | Print Name and Title | Date |

FOR WHATCOM COUNTY:

^{DocuSigned by:} Satpal Singh Sidhu 1/26/2022
1192C7C18B664E3
Satpal Singh Sidhu, County Executive Date

CONTRACTOR INFORMATION:

Pacific Security
2009 Iron Street
Bellingham, WA 98225
john@pacsecurity.com

EXHIBIT "A" – Amendment #3
(SCOPE OF WORK)

I. Background

To provide adequate response to the COVID-19 pandemic, Whatcom County operates COVID-19 Isolation and Quarantine Facilities (IQFs) and Community Vaccine Clinics (CVC). Services are needed to provide security for temporary guests of the IQFs and staff and recipients of vaccines at the CVCs.

II. Statement of Work

A. Isolation & Quarantine Facilities (IQFs):

The Contractor will provide 24/7 services at County designated IQFs. Law enforcement will provide instruction on security responsibilities. Upon request, Contractor will provide additional staff or adjust duties. The Contractor will:

1. Follow law enforcement instructions.
2. Be responsible for access control:
 - a. Contractor will issue ID to each adult guest of the facilities to verify access into the facilities;
 - b. Each additional on-site Contractor, Whatcom County, or Unified Command will also carry ID to access each facility.
 - c. Ensure that no visitors of facility guests are allowed to enter the premises at any time, unless pre-approved by Whatcom County Health Department.
 - d. Assist with access and egress for guests who are receiving temporary shelter services at the facilities and who are not housed in isolation or quarantine status.
3. Provide a visible deterrent to criminal behavior by providing routine security patrols around the exterior of the grounds on an hourly basis.
4. Observe and report suspected criminal activity to WhatComm Dispatch:
 - a. Law enforcement will exercise their discretion as to whether or not to send officers to the facilities based on the nature of the report.
 - b. Contractor will compile reports of incidents or significant events to be provided to law enforcement, Unified Command, or Whatcom County, upon request.
 - c. The on-duty site Security Officer should contact WhatComm Dispatch at the beginning of each shift and provide their name and contact number as the responsible party for that rotation.
5. Perform the duties in a courteous and professional manner.
6. Report all incidents to the on-site Manager.
7. When directed by the County, utilize a patrol car on a monthly basis for the Contractor's staff to operate out of at County designated facilities that do not have other means to minimize exposure to COVID positive guests.

B. Community Vaccine Clinics (CVC):

The Contractor will provide up to two guards who will provide on-site security services during the clinics. The service schedule at the CVC will be subject to availability of vaccine supply; number of guards, dates, times and locations may vary. The Contractor will:

1. Follow law enforcement instructions.
 2. Provide a visible deterrent to criminal behavior by providing a presence in the parking lot during the clinics and monitoring access to the clinics in the event that people try to gain access without an appointment.
 3. Observe and report suspected criminal activity to WhatComm Dispatch:
 - a. Law enforcement will exercise their discretion as to whether or not to send officers to the premises based on the nature of the report.
 - b. Contractor will compile reports of incidents or significant events to be provided to law enforcement, Whatcom Unified Command or Whatcom County, upon request.
 4. Perform duties in a courteous and professional manner.
 5. Report all incidents to the on-site manager determined by the Health Department.
- C.** The Contractor is responsible for providing uniforms, N95 masks, gloves, eye protection, and supervising all security personnel in the proper performance of their duties.
- D.** 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 officer. This identification may be accomplished through the use of shoulder patches, silk screening, or stitched company emblems, insignias, or logos.
- E.** Security officers employed by the contractor under this contract, shall:
1. Possess a cell phone and have such on their person while on duty.
 2. Be a legal resident of the United States of America.
 3. Be physically and emotionally capable of performing the assigned tasks.
 4. Have no criminal record.

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

EXHIBIT "B" – Amendment #3
(COMPENSATION)

- I. **Budget and Source of Funding:** Funding for this contract may not exceed \$224,210. Funds under the contract are made available by 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) as well as 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 and Epidemiology & Laboratory Capacity Grants (CFDA 21.019 & 93.323).

The contractor shall bill the County at a rate of \$22.30/hour for individual security officers and \$33.45/hour on Federal Holidays for individual security officers. Federal holidays observed include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Isolation & Quarantine Facilities (IQFs) – the budget for services provided at the IQFs is as follows:

| Month | Regular Days | Total \$22.30/hour per 24 hours x 2 Guards | Holidays | Total \$33.45/hour per 24 hours x 2 Guards | Month Total |
|---------------------------|--------------|--------------------------------------------|----------|--------------------------------------------|------------------|
| June | 30 | \$15,372 | 0 | | \$15,372 |
| July | 30 | \$15,372 | 1 | \$768.72 | \$16,141 |
| August | 31 | \$15,884.40 | 0 | | \$15,884 |
| September | 29 | \$14,859.60 | 1 | \$768.72 | \$15,628 |
| October | 31 | \$15,884.40 | 0 | | \$15,884 |
| November | 29 | \$14,859.60 | 1 | \$768.72 | \$15,628 |
| December | 30 | \$15,372 | 1 | \$768.72 | \$16,141 |
| January | 30 | \$16,056 | 1 | \$802.80 | \$16,859 |
| Overflow THF | 21 | \$11,239.20 | 0 | N/A | \$11,239 |
| Patrol Car | | | | | \$1,016.21 |
| February (all facilities) | 28 | \$29,971.20 | 0 | | \$29,971 |
| Patrol Car | | | | | \$1,016.21 |
| March (all facilities) | 31 | \$33,182.40 | 0 | | \$33,182 |
| Patrol Car | | | | | \$1,016.21 |
| TOTAL | | | | | \$204,978 |

Community Vaccine Clinics (CVC) – Number of guards, locations, dates and times of services provided at the CVC may vary. The estimated budget for services provided at the CVC is as follows:

| Month | Estimated (non-Holiday) Clinic Days | Total \$22.30/hour per estimated 8 hours/week |
|------------------------|-------------------------------------|-----------------------------------------------|
| June | 13 | \$2,220.40 |
| July | 12 | \$2,049.60 |
| August | 13 | \$2,220.40 |
| September | 13 | \$2,220.40 |
| October | 8 | \$1,366.40 |
| November | 8 | \$1,366.40 |
| December | 8 | \$1,366.40 |
| January | 12 | \$2,140.80 |
| February | 12 | \$2,140.80 |
| March | 12 | \$2,140.80 |
| ESTIMATED TOTAL | | \$19,232 |

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. Invoices submitted for payment must include the items identified in the table above. Monthly invoices must be submitted by the 15th of the month following the month of service. **Final invoices for services between 01/01/2022 and 03/31/2022, must be received by 04/15/2022.**
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.