



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Parker Corporate Services, Inc. dba Pacific Security – Temporary Housing Facility Security Contract Amendment #3

DATE: January 13, 2021

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

▪ **Background and Purpose**

This contract provides funding for 24/7 security services to temporary guests of the COVID-19 Temporary Housing Facility located at 3701 Byron Avenue in Bellingham. The purpose of this amendment is to extend the contract through 01/31/2021.

▪ **Funding Amount and Source**

Funding for this contract may not exceed \$199,547. Funds under this contract are made available by a grant awarded by the US Department of Treasury and subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security (CARES) Act, and Title V and VI of the CARES Act, passed through the Washington State Department of Commerce Local Government Coronavirus Relief Fund (CFDA 21.016) and the Washington State Department of Health Emergency Preparedness & Response COVID-19 Local CARES (CFDA 21.019) and Epidemiology & Laboratory Capacity (CFDA 93.323) Grants. These funds are included in the 2020 and 2021 budgets. Council approval is not required per Whatcom County Code 3.08.100(A)(6) for contracts executed within the declaration of a county emergency.

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

Encl.



**WHATCOM COUNTY
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:
202004010 – 3

Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8550 Human Services / 855040 Housing Program	
Contract or Grant Administrator:		Kathleen Roy	
Contractor's / Agency Name:		Parker Corporate Services, Inc. dba Pacific Security	
Is this a New Contract?	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 #:		202004010
Does contract require Council Approval?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	3.08.100(A)(6)	If No, include WCC: **Under Declaration of Emergency**
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#: 21.016 / 21.019/93.323
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Is this contract grant funded?	If yes, Whatcom County grant contract number(s):		202006003 / 201801023
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: 134150 / 660430 660440
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Is this agreement excluded from E-Verify?	No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>		
If YES, indicate exclusion(s) below:			
<input type="checkbox"/> Professional services agreement for certified/licensed professional.			
<input type="checkbox"/> Contract work is for less than \$100,000.		<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input type="checkbox"/> Contract work is for less than 120 days.		<input type="checkbox"/> Work related subcontract less than \$25,000.	
<input type="checkbox"/> Interlocal Agreement (between Governments).		<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments):		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 :	
\$	156,000	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.	
\$	43,547	3. Bid or award is for supplies.	
Total Amended Amount:		4. Equipment is included in Exhibit "B" of the Budget Ordinance	
\$	199,547	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 24/7 security services at Whatcom County's COVID-19 Temporary Housing Facility.			
Term of Contract:	10 Months	Expiration Date:	01/31/2021
Contract Routing:	1. Prepared by:	JT	Date: 12/04/2020
	2. Health Budget Approval	KR/JG	Date: 12/23/2020
	3. Attorney signoff:	RB	Date: 12/10/2020
	4. AS Finance reviewed:	M Caldwell	Date: 12/22/2020
	5. IT reviewed (if IT related):		Date:
	6. Contractor signed:		Date:
	7. Submitted to Exec.:	JT	Date: 01/13/2021
	8. Council approved (if necessary):	AB2021-014	Date: 01/12/2021
	9. Executive signed:		Date:
	10. Original to Council:		Date:

Whatcom County Contract Number:

202004010 – 3

WHATCOM COUNTY CONTRACT AMENDMENT

PARTIES:

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

AND CONTRACTOR:

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

AMENDMENT NUMBER: 3

CONTRACT PERIODS:

Original: 04/07/2020 – 07/05/2020

Amendment #2: 11/01/2020 – 12/30/2020

Amendment #1: 04/07/2020 – 10/31/2020

Amendment #3: 11/01/2020 – 01/31/2021

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 01/31/2021.
2. Amend Exhibit B – Compensation, to update total funding and revise the invoice deadline; revised Exhibit B is attached.
3. Funding for the total contract period (04/07/2020 – 01/31/2021) is not to exceed \$199,547.
4. All other terms and conditions remain unchanged.
5. The effective start date of the amendment is 11/01/2020.

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

APPROVAL AS TO PROGRAM: DocuSigned by: Anne Deacon 1/13/2021
67FCDB4A4E70461...
Anne Deacon, Human Services Manager Date

DEPARTMENT HEAD APPROVAL: DocuSigned by: Erika Lautenbach 1/13/2021
955C651A20274BD...
Erika Lautenbach, Health Department Director Date

APPROVAL AS TO FORM: DocuSigned by: Royce Buckingham 1/13/2021
1EE5DDBD9542404...
Royce Buckingham, Prosecuting Attorney Date

FOR THE CONTRACTOR:

DocuSigned by: Bud Tweten 1/13/2021
670AB64B32CC49E...
Contractor Signature | Bud Tweten, Sales & Development | Date
Print Name and Title

FOR WHATCOM COUNTY:

DocuSigned by: Satpal Sidhu 1/13/2021
7373A1F2A59A4FD...
Satpal Singh Sidhu, County Executive Date

CONTRACTOR INFORMATION:

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

EXHIBIT "B" – Amendment #3
(COMPENSATION)

I. Budget and Source of Funding: Funding for this contract may not exceed \$199,547. Funds under this contract are made available and are subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) and Title V and VI of the CARES Act. This project was supported by a grant awarded by the US Department of the Treasury. Grant funds are administered by the Local Government Coronavirus Relief Fund thru the Washington State Department of Commerce (CFDA 21.016) and the Washington State Department of Health Emergency Preparedness & Response COVID-19 Local CARES (CFDA 21.019) and Epidemiology & Laboratory Capacity (CFDA 93.323) Grants. Commerce and the State of Washington are not liable for claims or damages arising from Subcontractor's performance of this contract.

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

Month	Regular Days	Total \$27.35/hour per 24 hours	Holidays	Total \$41.03/hour per 24 hours	Month Total
April	24	\$15,753.60	0		\$15,754
May	30	\$19,692	1	\$984.72	\$20,677
June	30	\$19,692	0		\$19,692
July	30	\$19,692	1	\$984.72	\$20,677
August	31	\$20,348.40	0		\$20,348
September	29	\$19,035.60	1	\$984.72	\$20,020
October	31	\$20,348.40	0		\$20,348
November	28	\$18,379.20	2	\$1,969.44	\$20,349
December	30	\$19,692	1	\$984.72	\$20,677
January	29	\$19,035.60	2	\$1,969.44	\$21,005
TOTAL					\$199,547

II. Invoicing

- The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. The Contractor shall submit invoices to (include contract/PO #) HL-BusinessOffice@co.whatcom.wa.us. Monthly invoices must be submitted by the 15th of the month following the month of service **except final invoices which must be received by February 15, 2021**. Invoices submitted for payment must include the items identified in the table above.
- 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.
- 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.

- 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.