WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract Number: 202004010 – 2

Originating Departmen	85 Health	85 Health										
Division/Program: (i.e. Dept. Division and Program)					8550 Huma	8550 Human Services / 855040 Housing Program						
Contract or Grant Administrator:					Kathleen F	Kathleen Roy						
Contractor's / Agency Name:					Parker Co	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 🖂 No 🖂									No □			
Yes □ No ☑ If Amendment or Renewal, (per WCC											110	
Does contract require Council Approval? Yes ⊠ No □ If No, include WCC:												
Already approved? Council Approved Date: (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100))0)	
Is this a grant agreement?												
Yes \(\sqrt{No}\)		If yes, grantor	agency	contract n	contract number(s):			CED	CFDA#: 21.016 / 21.019		019	
	Is this contract grant funded?											
Yes ⊠ No □	Yes No □ If yes, Whatcom County grant contract number(s): 202006003 / 201801023											
Is this contract the re-	sult of a RI	P or Bid process?					С	ontract Cos	st			
Is this contract the result of a RFP or Bid process? Yes □ No ☑ If yes, RFP and Bid number(s):):		Center:			134150 / 660430			
Is this agreement exc	luded fron	n E-Verify?	No [] Yes [\boxtimes							
If YES, indicate exclusi	on(s) belo	w:										
			d/licens	ed profes	sional.							
☐ Contract work is f	Professional services agreement for certified/licensed professional. Contract work is for less than \$100,000. Contract work is for less than 120 days. Contract work is for less than \$25,000. District work is for less than \$25,000.											
☐ Contract work is f	Contract work is for less than 120 days. Work related subcontract less than \$25,000.											
									g \$40.000.			
any prior amendments): and professional service contract amendments that have an increase greater than \$10,000 or												
\$ 115,000 10% of contract amount, whichever is greater, except when:												
This Amendment Amount: 1. Exercising an option contained in a contract previously approved by the council.												
¢ 41,000 2. Contract is						s for design, construction, r-o-w acquisition, prof. services, or other capital costs						
approved b						by council in a capital budget appropriation ordinance. Ird is for supplies.						
J. Did of awa					t is included in Exhibit "B" of the Budget Ordinance							
5. Contra				. Contrac	is for manufacturer's technical support and hardware maintenance of electronic							
					and/or technical					rom the develop	er of	
proprietary software currently used by Whatcom County.								99				
Summary of Scope: This contract provides funding for 24/7 security services at Whatcom County's COVID-19 Temporary Housing Facility.												
Term of Contract:	9 Mo	nths			Expiration [)ate.	12/	/30/2020				
TOTTI OF CONTROC.	1. Prepar		JT		Expiration	outc.	12/		ate:	11/12/2020		
Contract Routing:		Budget Approval		R/JG					ate:	11/19/2020		
ŭ	3. Attorne		RI						ate:	11/20/2020		
		ance reviewed:		Caldwell					ate:	11/19/2020		
5. IT reviewed (if IT related):								ate:	11/10/2020			
		ctor signed:							ate:			
		tted to Exec.:							ate:			
8. Council approved (if necessary):									ate:			
		tive signed:	, , ·	L					ate:			
		nal to Council:							ate:			

Whatcom County Contract Number:

202004010 - 2

WHATCOM COUNTY CONTRACT AMENDMENT

PARTIES:

Whatcom County AND CONTRACTOR:

Whatcom County Health Department Parker Corporate Services, Inc. dba Pacific Security

509 Girard Street 2009 Iron Street

Bellingham, WA 98225 Bellingham, WA 98225

AMENDMENT NUMBER: 2 CONTRACT PERIODS:

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

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

DESCRIPTION OF AMENDMENT:

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

Anne Deacon, Human Services Manager Whatcom County Health Department 509 Girard Street Bellingham, WA 98225 360-778-6054

ADeacon@co.whatcom.wa.us

- 3. Amend Exhibit A Scope of Work, to include issuance of ID to facility guests by Contractor and assurance that visitors of facility guests are not allowed access to the facility at any time; revised Exhibit A is attached.
- 4. Amend Exhibit B Compensation, to update total funding and revise the invoice deadline; revised Exhibit B is attached.
- 5. Funding for the extended contract period (11/01/2020 12/30/2020) is not to exceed \$41,000.
- 6. Funding for the total contract period (04/07/2020 12/30/2020) is not to exceed \$156,000
- 7. All other terms and conditions remain unchanged.
- 8. The effective start date of the amendment is 11/01/2020.

HL_110120_PSS_Amend_#2.docx Page 1 of 5

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:	Deacon, Human Services Manager		
Anne	Date		
DEPARTMENT HEAD APPROVAL:			
Erika	Date		
APPROVAL AS TO FORM:			
APPROVAL AS TO FORM:Royce Buckir	ngham, Prosecuting Attorney	Date	
FOR THE CONTRACTOR:			
	Bud Tweten, Sales & Development	ı	
Contractor Signature	Print Name and Title	Date	
FOR WHATCOM COUNTY:			
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

HL_110120_PSS_Amend_#2.docx Page 2 of 5

EXHIBIT "A" – Amendment #2

(SCOPE OF WORK)

BACKGROUND

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

STATEMENT OF WORK

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

Contractor will:

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

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

HL_110120_PSS_Amend_#2.docx Page 3 of 5

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

Security officers employed by the contractor under this contract shall:

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

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

HL_110120_PSS_Amend_#2.docx Page **4** of **5**

EXHIBIT "B" - Amendment #2

(COMPENSATION)

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

Compensation:

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

II. Invoicing

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

HL_110120_PSS_Amend_#2.docx Page **5** of **5**