

# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Wayne Beetchenow  
Public Works Director

Date: October 3, 2022

Subject: **Resolution No. 64-2022** Approving an Agreement for Security Services.

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The attached Resolution **64-2022, A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING a Professional Services Agreement for Security Services,** is forwarded for your consideration.

The public works department has the need for security to inspect city facilities to deter theft and vandalism. Committee discussed hiring a security service. This contract will be in place until December 31, 2022, with the option of renewal.

I support this Resolution and recommend its approval.

**RESOLUTION NO. 64-2022**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING A  
PROFESSIONAL SERVICES AGREEMENT FOR SECURITY SERVICES**

**WHEREAS**, Professional Services are needed to assist Public Works Department in the security of public works facilities, and

**WHEREAS**, sufficient City resources are not available to provide such services; and

**WHEREAS**, specific service needs are identified in the Security Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Omak does hereby approve the Security Service Agreement, attached hereto as exhibit "A", between the **City of Omak and Pacific Security**, effective October 3, 2022, through December 31, 2022. The Mayor is hereby authorized to execute the Agreement.

**PASSED BY THE CITY COUNCIL** this \_\_\_\_ day of \_\_\_\_\_, 2022.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

\_\_\_\_\_  
Connie Thomas, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael D. Howe, City Attorney



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(800) 743-2737  
WWW.PACSECURITY.COM

2009 Iron Street  
Bellingham

2929 Bond Street  
Everett

636 Valley Mall Pkwy  
Wenatchee

17574 Southcenter Pkwy  
Tukwila

2120 State Ave SE  
Olympia

**Contract for Security Services**

**EXHIBIT A**

Client Site Information		
Name: City of Omak Public Works	Project: Patrol	
Address: 2 Ash St N	City: Omak	State & Zip: WA 98841
Contact: Wayne Beetchenow	Title: Public Works Director	Phone: 509-826-1170
Email: publicworks@omakcity.com	Fax:	Cell:
Billing Information		
Address: P.O. Box 72	City: Omak	State & Zip: WA 98841
Contact: Wayne Beetchenow	Phone: 509-826-1170	PO #:
Invoice Email Address: accountspayable@omakcity.com CC: publicworks@omakcity.com	Parent Account:	

**Agreement**

Client desires to have Pacific Security provide security services as described below for those premises indicated in this agreement. It is hereby agreed that Pacific Security will provide services under the following terms of this contract and per any attached addendum. Further, Pacific Security is a division of Parker Corporate Services, Inc. (PCS), and any reference in Contract for Security Services of Pacific Security is a reference to PCS. **Pacific Security agrees to provide the following security services to Client as specified below:**

One uniformed security guard with a vehicle: \$35 per hour, per guard  
8 hours per shift 7 days per week.  
Start date is TBD dependent on staffing.

- Any security services, in addition to those set forth above, will be provided upon Client's written request and incorporated into this Agreement.
- Scheduling changes with less than 24 hour notice will be billed at time and a half rate.
- Payments shall be made payable to Pacific Security, sent to: 2009 Iron Street, Bellingham, WA 98225.
- All payments for security services by the Client are due and payable upon receipt of invoice and past due 30 days thereafter.
- Should either party wish to terminate this Agreement, they may do so by giving the other party at least 30 days advance written notice of the date desired for termination of security services.
- There is a 4 hour minimum charge for all hourly services. Employee breaks are included in scheduled time in accordance with WA State law.
- Any services cancelled with less than 12 hour notice will be subject to a four hour minimum charge per security officer.
- Requested overtime and federal holiday coverage will be billed at time and a half rate.
- Client will be billed an additional 1 ½% service charge per month on the balance of all past due accounts. Client further agrees to pay attorney fees and other collection costs if incurred. Pacific Security's corporate headquarters is located in Whatcom County, Washington. It is understood that in the event of suit or action, all litigation will take place in Bellingham, Whatcom County, Washington. The Client understands that they are waiving their right to litigate outside of Whatcom County, Washington.
- There will be an annual 3% rate increase.

Records will be maintained regarding the contracted security services, indicating the dates and times. Remarks will be made for those things which appear to require Client's attention or incidents of interest which may have occurred, but did not warrant notifying the Client or law enforcement. Pacific Security retains records of service for a period of one year and such records are available to Client upon request.

**Client Representative**

The undersigned agrees to make payment of all sums owed pursuant of this Agreement and further agrees to all additional terms of service.

Client Signature: \_\_\_\_\_  
Signature indicates Client has read and accepts terms of pages 1-3 of Contract

Date: \_\_\_\_\_

Client Name: Cindy Gagné

Title/Position: Mayor

Pacific Security Rep: Jay Yarbrough Operations Manager

Date: 9/28/2022

**Contract for Security Services**  
**Pacific Security**  
*A division of Parker Corporate Services, Inc.*

**Pacific Security is a division of Parker Corporate Services, Inc. (PCS).** Any reference in Contract for Services of Pacific Security is a reference to Parker Corporate Services, Inc.

**1. Billing & Payment**

Client agrees to pay a service charge of 1.5% per month on the balance due of all past due accounts, plus all collection and attorney fees, which may be incurred by PCS in the collection of any invoice(s), not paid pursuant to the terms of this Agreement. Client agrees to 3% processing charge for credit card payments or other payment methods that charge PCS a fee to process.

**2. Cancellation Due to Non-Payment**

Notwithstanding anything to the contrary herein, PCS may terminate this Agreement at any time after written notice to Client's last known address effective on date of mailing, due to Client's failure to pay any Monies due hereunder, or if at any time during the term of this Agreement there shall be filed by or against Client in any court pursuant to any statute, a petition in bankruptcy, insolvency, reorganization or the appointment of a receiver to receive all or a portion of the Client's property.

**3. Agreement Term and Renewal**

Both parties agree that this Agreement shall commence on start of service and be in full force and effect for a period of one year (the "Initial Term"). The Agreement will automatically renew for one year periods (the "Renewal Term") unless terminated pursuant to Section 2 above. The Initial Term and Renewal Term shall be collectively referred to herein as the "Term".

**4. Termination without Cause.**

Either party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other party.

**5. PCS is not an Insurer**

The nature and level of security services provided were determined solely by the Client and Client acknowledges that additional security services were available to Client at an additional cost. PCS's liability exposure shall be limited to an amount not to exceed \$1,000,000.00. PCS will add client as an Additionally Insured to its General Liability Policy and provide a copy of that certificate when requested in writing by client.

**6. Client Alarm Systems**

In the event customer's premises are protected by an alarm system: A). If Client contacts PCS to respond to an alarm, PCS cannot guarantee any minimum response time, but will respond in a reasonable and efficient manner when notified; B). In checking or inspecting the Client's premises after responding to an alarm PCS, its agents or employees will take whatever actions that would be taken by a reasonable person, under similar circumstances, and it will be judged by that standard; and C). PCS shall not be responsible for payment of any charges assessed by law enforcement agencies for responding to false alarms.

**7. Liability for Loss of Keys**

PCS will endeavor to maintain key control, within industry standards. If Client's keys are lost or stolen, the limit of liability payable to the Client by PCS shall not exceed \$500.00.

**8. Client Indemnity Agreement**

Each party agrees to defend and hold the other party and its respective officers, agents, elected officials, directors and employees harmless from any and all damages, costs, expenses and fees, including reasonable attorney's fees, and from any judgments and suits at law, or equity of whatsoever nature (hereinafter "actions") brought against the other party directly or indirectly arising from, or in connection with, or incident to (i) a breach of the provisions of this Agreement by the party or (ii) the negligent or intentional acts or omissions of that party or its officers, agents, directors or employees in connection with this Agreement; provided that nothing herein shall require either party to hold the other party harmless from actions caused by or resulting from the sole negligence of said party, its officers, agents, elected officials, directors or employees, and provided further, that if any such actions are caused by or result from the concurrent negligence of the parties or their respective officers, agents, elected officials,

directors or employees, then this indemnity provision shall be valid and enforceable only to the extent of that particular party's negligence, or that of its officers, agents, elected officials, directors or employees. The obligations set forth in this section shall survive the expiration or earlier termination of this Agreement.

**9. Agreement Legality**

It is agreed by and between the Client and PCS, that if any terms or provisions of this Agreement and attached addendum(s) shall be determined to be invalid or illegal, all the remaining terms and provisions shall remain in full force and effect.

**10. Client Will Not Hire PCS Employees**

Except as provided, in this Agreement, Client agrees that it will not directly hire or employ a PCS employee currently employed by PCS within one (1) year following the termination of this agreement.

**11. Client Assumes Responsibility, If Client Gives Instruction**

The security officers furnished by PCS will perform such services as agreed upon by PCS and Client. The security services shall be performed in accordance with PCS policy and procedures and general industry standards. If the Client alters any instructions or directions given by PCS to any security officers and such direction or supervision is inconsistent with applicable policies and procedures or industry standards, or if the Client assumes any direct supervision or direction of the security officers, the Client shall be solely liable for any and all losses, claims, expenses or damages arising from or relative to the negligent actions or omissions of such security officers.

**12. PCS Allowed Access to PCS Equipment**

Any and all property, equipment, supplies and materials furnished by PCS hereunder and places at or on any of the Agreement, shall remain the property of PCS, and PCS shall at all times during and after the term of this Agreement have the sole and exclusive right to install, maintain, replace and remove such property, equipment, supplies and materials.

**13. Client Emergency Phone Number List**

Client agrees to provide PCS with the names and phone numbers of persons to be contacted in case of an emergency. It is the responsibility of the Client to update the emergency information and to keep it current. Further, it is the Client's responsibility to inform PCS of any changes affecting the protected premises. Client agrees that PCS shall not be responsible for any loss or damage, which is caused, by Client's failure or inability to notify PCS of changes concerning the Client's premises or to update emergency information.

**14. Client Is Responsible For Insurance of Their Own Vehicles**

In the event PCS employees are requested or required to use client vehicles in the performance of their duties, such vehicles shall be fully insured by the Client and Client assumes any and all liability for any injury to person or damage to property resulting from the use of Client vehicles, unless other arrangements have been made in writing and are agreed upon by Client in writing.

**15. This Agreement Supersedes Prior Agreements**

This Agreement supersedes any and all prior Agreements, oral or written, between the parties. No other Agreement or representations, oral or written, have been made by PCS. Any alteration, modification or amendment of this Agreement must be in writing containing the signature of an authorized representative of each party. The parties agree that there are no third party beneficiaries to this Agreement.

**16. Agreement to Correspondence**

Client and PCS agree that all contacts, correspondence, addendum, and other written material transmitted by mail, fax, e-mail, and/or any other means of commonly accepted communications shall be legally binding upon both parties.

**17. Acceptance of Service Is an Acceptance of Agreement**

In the event this Agreement is submitted to the Client for the Client's signature, and service is accepted and being provided, this Agreement will, in its entirety, be binding and in full force unless otherwise expressed in writing.

Client Signature: \_\_\_\_\_

Date \_\_\_\_\_

Client: City of Omak Public Works  
2 Ash St N

### Site Information

Location				
Name: City of Omak Public Works				
Address: Various locations Omak, WA 98841				Division: PSW
Schedule of Service				
	<b>Start Date:</b>	<b>End Date:</b> 12/31/22		<b>Mobile Patrol Service</b>
<b>Day</b>	<b>Hours</b>			<b>Checks per Night:</b>
Sunday	8 hours between the hours of 4pm and 7am			<b>Number of Days per Week:</b> 7
Monday	8 hours between the hours of 4pm and 7am			<b>Emergency Response:</b>
Tuesday	8 hours between the hours of 4pm and 7am			<b>Towing:</b>
Wednesday	8 hours between the hours of 4pm and 7am			
Thursday	8 hours between the hours of 4pm and 7am			
Friday	8 hours between the hours of 4pm and 7am			
Saturday	8 hours between the hours of 4pm and 7am			
Site Instructions				
Guard will patrol the multiple locations to help deter, vandalism and destruction of property.				
To Be Filled Out By Client				
Site Contact: Don Abel				Site Phone: 509-846-5964
Email Electronic Reports To: apwd@omakcity.com				TIN:
Emergency Call Out List				
Order	Name	Title or Position	Phone (include area code)	Note
1 <sup>st</sup>	Ron Stevens	Public Works	509-322-1623	misc public works
2 <sup>nd</sup>	Jordan Verstegan	Water Dept.	509-322-4047	water facilities
3 <sup>rd</sup>	Grant Hughes	Sewer Lines	509-322-2229	sewer or storm lift-stations
4 <sup>th</sup>	Tracy Oestreich	Airport	509-429-7221	airport or levee
5 <sup>th</sup>	David Howe	Streets/Signs	509-322-4127	roads or traffic signage
Facility				
Alarm Code:				
Lock Combinations: various				
Restrooms Available On Site: <input checked="" type="checkbox"/> Yes    If no, list instructions: <input type="checkbox"/> No <input type="checkbox"/> Not applicable				
Additional Instructions				

## Security

### Scope of Work

**One uniformed security guard with a vehicle to inspect locations listed below during hours of darkness covering 56 hours a week. Report to City staff in a timely manner conditions that need to be addressed.**

Location Code / Name			Pct%
AP3	Omak Airport Terminal	0.00	2.50
CEM1	Cemetery Building	0.00	2.50
CH	City Hall	0.00	2.50
ER	Break Shop	0.00	2.50
ER1	Mechanic Shop	0.00	2.50
FR4	Fire Practice Facility	0.00	2.50
LIB	Library	0.00	2.50
PA1	Stampede Restrooms	0.00	2.50
PA11	Central Restrooms	0.00	2.50
PA14	Pavilion Restrooms	0.00	2.50
PA15	Park Well	0.00	2.50
PA19	Blue Restrooms	0.00	2.50
PA2	Stampede Office	0.00	2.50
PA23	Stampede Arena	0.00	2.50
PA24	Eastside Park	0.00	2.50
PA26	Civic League Park	0.00	2.50
PA30	Dalton Klesic	0.00	2.50
PA4	Triangle Restroom	0.00	2.50
PA7	Swimming Pool	0.00	2.50
PD	Police Station	0.00	2.50
RV1	R.v. Restrooms	0.00	2.50
ST1	Apple Storm Pump Station	0.00	2.50
ST2	1 St Street Storm Pump Station	0.00	2.50
ST4	Asotin Storm Pump Station	0.00	2.50
STP	Sewer Plant	0.00	5.00
SWL1	Park Lift Station	0.00	2.50
SWL2	Koala Lift Station	0.00	2.50
SWL3	Walmart Lift station	0.00	2.50
SWL4	Dewberry Lift Station	0.00	2.50
SWL5	Asotin Lift Station	0.00	2.50
WA1	Eastside Well	0.00	2.50
WA10	Wildwood Booster	0.00	2.50
WA13	Riverside East Reservoir	0.00	2.50
WA15	Ross Canyon S Reservoir #1	0.00	2.50
WA16	Colman Butte Reservoir	0.00	2.50
WA20	Julia Maley Well	0.00	2.50
WA5	Owp Well	0.00	2.50
WA6	Northeast Well	0.00	2.50
WA9	Riverside Booster Station	0.00	2.50