Parker Corporate Services, Inc. dba Pacific Security 2009 Iron St Bellingham, WA 98225-4211

FIRST AMENDMENT
TO
CONTRACT No. 03818
SECURITY GUARD SERVICES

This First Amendment ("Amendment") to Contract No. 03818 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Parker Corporate Services, Inc., dba Pacific Security, a Washington corporation ("Contractor") and is dated as of May 1, 2020.

#### RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 03818 for Security Guard Services dated effective as of January 1, 2019 ("Contract").
- B. The amendment set forth herein is within the scope of the Contract.
- C. The Parties now desire to amend the Contract as set forth herein.

#### AGREEMENT

Now Therefore, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. ECONOMIC ADJUSTMENT. Exhibit B Prices for Goods/Services is hereby amended by deleting the existing Exhibit B in its entirety and inserting the attached Exhibit B Prices for Services.
- 2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
- 3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
- 4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

- 5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
- 6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

PARKER CORPORATE SERVICES, INC., DBA PACIFIC

SECURITY

A WASHINGTON CORPORATION

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By: Mame: Bud Tweten

Title: Vice President

Date: 5/8/2020

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Leslie Edwards (electronically signed)

Name: Leslie Edwards

Title: Contracts Specialist

Date: 5/8/2020

## Exhibit B Prices for Services

					Patrol Checks /							Workplace
			Hourly	Vehicle	Alarm Response	On-Call		Overtime		Supervisor	SOF	Violence
Vender	J Region J	Type of Service	Rate	· (per month ·	(Per Occurrence	(per hour)		(per hou		(per hou	pen,	(per hou
Pacific Security	Eastern	Armed Guard	\$ 28.37	7 \$ 967.57	N/A	\$	35.65	\$ 42.54	_	\$ 28	28.37	15
Pacific Security	Eastern	Rapid Response	\$ 33.10	75.759 \$ 0	N/A	\$	33.10	N/A	V	z	N/A	
Pacific Security	Eastern	Unarmed Guard	\$ 21.24	t \$ 967.57	٠,	\$ 2	27.50	\$ 31.32	\$ 5	7	24.44	40
Pacific Security	North Central	Armed Guard	\$ 27.94	1 \$ 953.03	\$ 65.21	\$	35.11	\$ 41.90	0	27	27.94	40
Pacific Security	North Central	Rapid Response	\$ 30.10	\$ 953.03	\$ 65.21	\$	30.10	,	0,	ľ		40
Pacific Security	North Central	Unarmed Guard	\$ 20.92	2 \$ 953.03	\$ 65.21	\$ 2	27.09	30.85	55	24	24.08	
Pacific Security	Northwest	Armed Guard	\$ 28.66	977.60	\$ 66.89	\$	36.02	\$ 42.98	80	28	28.66	40
Pacific Security	Northwest	Rapid Response	\$ 30.87	09.77.60	\$ 68.89	\$	30.87	10	0,	ľ	,	40
Pacific Security	Northwest	Unarmed Guard	\$ 21.46	977.60	\$ 66.89	\$ 2	27.78	31.64	4	24	24.70	3 27.78
Pacific Security	Olympic	Armed Guard	\$ 28.37	7 \$ 967.59	\$	\$	35.65	\$ 42.54	4	28	28.37	35.65
Pacific Security	Olympic	Rapid Response	\$ 33.10	\$ 967.59	•	\$	33.10	10	0,		0,	35.65
Pacific Security	Olympic	Unarmed Guard	\$ 21.24	\$ 967.59	•	\$ 2	27.50	31.32	2	24.	24.44	3 27.50
Pacific Security	Seattle	Armed Guard	\$ 33.44	09.776 \$ 1	\$ 87.47	\$	46.31	\$ 50.17	7	33	33.44	, 46.31
Pacific Security	Seattle	Rapid Response	\$ 36.02	977.60	\$ 87.47	\$	36.02	10	0,	,	07	36.02
Pacific Security	Seattle	Unarmed Guard	\$ 24.70	09.776 \$ (	\$ 68.89	\$	36.02	37.05	5	27.	27.78	33.44
Pacific Security	South Central Armed Guard	Armed Guard	\$ 28.28	\$ \$ 964.59	\$ 66.00	\$ 3	35.54	\$ 42.41	다	28.	28.28	35.54
Pacific Security	South Central	Rapid Response	\$ 33.00	\$ 964.59	\$ 66.00	\$ 3.	33.00 \$	1	0,		0,	35.54
Pacific Security	South Central	Unarmed Guard	\$ 21.17	\$ 964.59	\$ 66.00	\$ 2	27.41	31.22	2	24	24.37	5 27.41
Pacific Security	Southwest	Armed Guard	\$ 28.31	1 \$ 965.62	· ·	\$	35.58	3 42.46	9	28.	28.31	35.58
Pacific Security	Southwest	Rapid Response	\$ 33.03	\$ 965.62	\$	\$ 3.	33.03	10	0,	·	0,	35.58
Pacific Security	Southwest	Unarmed Guard	\$ 21.19	\$ 965.62	٠	\$ 2	27.44	31.26	9	24.	24.39	
Pacific Security	Tacoma	Armed Guard	\$ 33.10	\$ 967.59	\$ 66.20	\$ 4.	45.83 \$	3 49.65	55	33.	33.10	45.83
Pacific Security	Tacoma	Rapid Response	\$ 35.65	65.796 \$ 67.59	\$ 66.20	\$ 3.	35.65 \$	1	0,	ľ	0,	35.65
Pacific Security	Tacoma	Unarmed Guard	\$ 24.44	62.796 \$ 1	\$ 66.20	\$ 3	35.65	36.67	7	27.50	20	33.10

Parker Corporate Services, Inc. dba Pacific Security 2009 Iron St Bellingham, WA 98225-4211

SECOND AMENDMENT
TO
CONTRACT NO. 03818
SECURITY GUARD SERVICES

This Second Amendment ("Amendment") to Contract No. 03818 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Parker Corporate Services, Inc., dba Pacific Security, a Washington corporation ("Contractor") and is effective as of August 15, 2021.

#### **RECITALS**

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 03818 for Security Guard Services dated effective as of January 1, 2019 ("Contract").
- B. The Parties previously amended the Contract one (1) time:
  - a. Amendment 1 effective May 1, 2020 (Economic adjustment).
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

#### **AGREEMENT**

Now Therefore, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. TERM. The contract is amended to extend to the maximum term, ending December 31, 2024.
- 2. Economic Price Adjustment. Section 3.3 Economic Adjustment of the Contract is hereby amended by deleting the existing Section 3.3 in its entirety and inserting the following in lieu thereof:

ECONOMIC ADJUSTMENT. Beginning fifteen (15) months after the effective date of this Master Contract, and for every annual anniversary thereafter, the prices set forth in *Exhibit B* shall be adjusted, based upon the percent changes (whether up or down) in the United States Department of Labor, Bureau of Labor and Statistics (BLS) indices for *Security guards and patrol services, not seasonally adjusted (series id: PCU561612561612)*, for the most recent year. Economic adjustment will lag one (1) calendar quarter past the Contract commencement date to allow for publication of final BLS data. All calculations for the index shall be based upon the latest version of final data published as of April 1 each year. Prices shall be adjusted on May 1, 2020 and annually thereafter. If an index is recoded, that is the replacement is a direct substitute according

to the BLS, this Contract will instead use the recode. If an index becomes unavailable, Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index available will be used. The economic adjustment shall be calculated as follows:

New Price = Old Price x (Current Period Index/Base Period Index).

- 3. ECONOMIC ADJUSTMENT. Exhibit B Prices for Goods/Services of the Master Contract is hereby amended by deleting the existing Exhibit B in its entirety and inserting the attached Exhibit B Prices for Services.
- 4. No Change Other Than Amendment. Except as amended herein, the Contract is unaffected and remains in full force and effect.
- 5. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
- 6. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 7. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
- 8. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

PARKER CORPORATE SERVICES, INC., DBA PACIFIC

**SECURITY** 

A WASHINGTON CORPORATION

**STATE OF WASHINGTON** 

**DEPARTMENT OF ENTERPRISE SERVICES** 

By:

Name: Bud Tweten

**Vice** President

Title: Date:

Name: Leslie Edwards

By:

Title: Contracts Specialist

Leslie Edwards

Date: <u>8-20-21</u>

# Exhibit B Prices for Goods/Services

		Hourly	Vehicle	Patrol Checks / Alarm Response	On-Call	Overtime	Supervisor	Workplace Violence
Region	Type of Service	Rate	(per month)	(Per Occurrence)	(per hour)	(per hour)	(per hour)	(per hour)
Eastern	Armed Guard	\$29.49	\$1,005.79	\$29.49	\$37.06	\$44.22	\$29.49	\$37.06
North Central	Armed Guard	\$29.04	\$9.066\$	\$67.78	\$36.50	\$43.56	\$29.04	\$36.50
Northwest	Armed Guard	\$29.79	\$1,016.21	\$69.53	\$37.44	\$44.68	\$29.79	\$37.44
Olympic	<b>Armed Guard</b>	\$29.49	\$1,005.81	ı	\$37.06	\$44.22	\$29.49	\$37.06
Seattle	Armed Guard	\$34.77	\$1,016.21	\$90.92	\$48.14	\$52.15	\$34.77	\$48.14
South Central	Armed Guard	\$29.39	\$1,002.70	\$68.61	\$36.94	\$44.09	\$29.39	\$36.94
Southwest	Armed Guard	\$29.43	\$1,003.76	•	\$36.98	\$44.13	\$29.43	\$36.98
Tacoma	Armed Guard	\$34.41	\$1,005.81	\$68.82	\$47.64	\$51.61	\$34.41	\$47.64
Eastern	Rapid Response	\$34.41	\$1,005.79	1	\$34.41		,	\$37.06
North Central	Rapid Response	\$31.28	\$9.066\$	\$67.78	\$31.28	1	1	\$36.50
Northwest	Rapid Response	\$32.09	\$1,016.21	\$69.53	\$32.09	,	ı	\$37.44
Olympic	Rapid Response	\$34.41	\$1,005.81	ı	\$34.41		1	\$37.06
Seattle	Rapid Response	\$37.44	\$1,016.21	\$90.92	\$37.44		1	\$37.44
South Central	Rapid Response	\$34.30	\$1,002.70	\$68.61	\$34.30	1	1	\$36.94
Southwest	Rapid Response	\$34.34	\$1,003.76	•	\$34.34			\$36.98
Tacoma	Rapid Response	\$37.06	\$1,005.81	\$68.82	\$37.06		1	\$37.06
Eastern	Unarmed Guard	\$22.07	\$1,005.79		\$28.59	\$32.56	\$25.41	\$28.59
North Central	<b>Unarmed Guard</b>	\$21.74	\$9006\$	\$67.78	\$28.16	\$32.07	\$25.03	\$28.16
Northwest	Unarmed Guard	\$22.30	\$1,016.21	\$69.53	\$28.88	\$32.89	\$25.67	\$28.88
Olympic	<b>Unarmed Guard</b>	\$22.07	\$1,005.81	I	\$28.59	\$32.56	\$25.41	\$28.59
Seattle	Unarmed Guard	\$25.67	\$1,016.21	\$69.53	\$37.44	\$38.51	\$28.88	\$34.77
South Central	<b>Unarmed Guard</b>	\$22.01	\$1,002.70	\$68.61	\$28.50	\$32.46	\$25.33	\$28.50
Southwest	<b>Unarmed Guard</b>	\$22.03	\$1,003.76		\$28.53	\$32.49	\$25.36	\$28.53
Tacoma	<b>Unarmed Guard</b>	\$25.41	\$1,005.81	\$68.82	\$37.06	\$38.11	\$28.59	\$34.41

Parker Corporate Services, Inc. dba Pacific Security 2009 Iron St Bellingham, WA 98225-4211

THIRD AMENDMENT
TO
CONTRACT NO. 03818
SECURITY GUARD SERVICES

This Third Amendment ("Amendment") to Contract No. 03818 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Parker Corporate Services, Inc., dba Pacific Security, a Washington corporation ("Contractor") and is dated and effective as of April 1, 2022.

#### **RECITALS**

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 03818 for security guard services dated effective as of January 1, 2019 ("Contract").
- B. The Parties previously amended the Contract as follows:
  - Amendment 1 effective May 1, 2020 (economic adjustment)
  - Amendment 2 effective August 15, 2021 (economic adjustment, update language)
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

#### **AGREEMENT**

Now Therefore, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. PRICE ADJUSTMENT. Exhibit B Prices for Goods/Services of the Master Contract is hereby amended by deleting the existing Exhibit B in its entirety and inserting the attached Exhibit B Prices for Services.
- 2. PRICE ADJUSTMENT LANGUAGE. Section 3.3 Economic Adjustment is hereby amended by deleting the existing Section 3.3 in its entirety and inserting the following in lieu thereof:

PRICE ADJUSTMENTS. The Master Contract prices are the maximum prices the Contractor may charge. Beginning September 2022, and for every annual anniversary thereafter, the prices set forth in Exhibit B shall be adjusted. Price increases are to be on a pass-through basis only and must not produce a higher profit margin for Contractor than that established by the original Master Contract pricing. Requests will be determined by using Employment Security Departments (ESD's) Occupational Employment and Wage Statistics (OEWS) that is posted to their website in August. Enterprise Services will use the Standard Occupational Classification (SOC) Code of 33-9032, titled Security Guards, for Washington. A comparison

will be made of the percentage change year over year for the most current year, the percentage difference will be the percentage of the price adjustment. If a price increase is approved in part or in full, the resulting new Master Contract pricing will be implemented through a Contract Amendment. Contractor may not make Master Contract extensions contingent on price adjustments.

- 3. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
- 4. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
- 5. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 6. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
- 7. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

PARKER	CORPORATE SERVICES,	INC.,	DBA	<b>PACIFIC</b>

A WASHINGTON CORPORATION

Name: Chad Parker

Title: President

**SECURITY** 

By:

Date: 3/22/22

STATE OF WASHINGTON

**DEPARTMENT OF ENTERPRISE SERVICES** 

Leslie Edwards

Name: Leslie Edwards

Title: Contracts Specialist

Date: 3/28/2022

Exhibit B – Prices for Services

			+	lourly										Wo	rkplace
Vendor	Region	Type of Service		Rate	Vehicle	Pat	trol Checks	0	n-Call	Ov	ertime	Supe	ervisor	Vio	olence
Pacific Security	Eastern	Armed Guard	\$	32.94	\$1,123.47	\$	32.94	\$	41.39	\$	49.40	\$	32.94	\$	41.39
Pacific Security	North Central	Armed Guard	\$	32.44	\$1,106.59	\$	75.71	\$	40.77	\$	48.65	\$	32.44	\$	40.77
Pacific Security	Northwest	Armed Guard	\$	33.28	\$1,135.11	\$	77.67	\$	41.82	\$	49.91	\$	33.28	\$	41.82
Pacific Security	Olympic	Armed Guard	\$	32.94	\$1,123.49		N/A	\$	41.39	\$	49.40	\$	32.94	\$	41.39
Pacific Security	Seattle	Armed Guard	\$	38.83	\$1,135.11	\$	101.56	\$	53.77	\$	58.25	\$	38.83	\$	53.77
Pacific Security	South Central	Armed Guard	\$	32.83	\$1,120.01	\$	76.63	\$	41.26	\$	49.25	\$	32.83	\$	41.26
Pacific Security	Southwest	Armed Guard	\$	32.87	\$1,121.20		N/A	\$	41.31	\$	49.30	\$	32.87	\$	41.31
Pacific Security	Tacoma	Armed Guard	\$	38.44	\$1,123.49	\$	76.87	\$	53.22	\$	57.65	\$	38.44	\$	53.22
Pacific Security	Eastern	Rapid Response	\$	38.43	\$1,123.47		N/A	\$	38.43	N/	'A	N/A		\$	41.39
Pacific Security	North Central	Rapid Response	\$	34.94	\$1,106.59	\$	75.71	\$	34.94	N/	'A	N/A		\$	40.77
Pacific Security	Northwest	Rapid Response	\$	35.85	\$1,135.11	\$	77.67	\$	35.85	N/	'A	N/A		\$	41.82
Pacific Security	Olympic	Rapid Response	\$	38.44	\$1,123.49		N/A	\$	38.44	N/	'A	N/A		\$	41.39
Pacific Security	Seattle	Rapid Response	\$	41.82	\$1,135.11	\$	101.56	\$	41.82	N/	'A	N/A		\$	41.82
Pacific Security	South Central	Rapid Response	\$	38.32	\$1,120.01	\$	76.63	\$	38.32	N/	'A	N/A		\$	41.26
Pacific Security	Southwest	Rapid Response	\$	38.36	\$1,121.20		N/A	\$	38.36	N/	'A	N/A		\$	41.31
Pacific Security	Tacoma	Rapid Response	\$	41.39	\$1,123.49	\$	76.87	\$	41.39	N/	'A	N/A		\$	41.39
Pacific Security	Eastern	Unarmed Guard	\$	24.66	\$1,123.47		N/A	\$	31.93	\$	36.36	\$	28.38	\$	31.93
Pacific Security	North Central	Unarmed Guard	\$	24.29	\$1,106.59	\$	75.71	\$	31.45	\$	35.82	\$	27.96	\$	31.45
Pacific Security	Northwest	Unarmed Guard	\$	24.91	\$1,135.11	\$	77.67	\$	32.26	\$	36.74	\$	28.68	\$	32.26
Pacific Security	Olympic	Unarmed Guard	\$	24.66	\$1,123.49		N/A	\$	31.93	\$	36.37	\$	28.38	\$	31.93
Pacific Security	Seattle	Unarmed Guard	\$	28.68	\$1,135.11	\$	77.67	\$	41.82	\$	43.01	\$	32.26	\$	38.83
Pacific Security	South Central	Unarmed Guard	\$	24.58	\$1,120.01	\$	76.63	\$	31.83	\$	36.25	\$	28.30	\$	31.83
Pacific Security	Southwest	Unarmed Guard	\$	24.61	\$1,121.20		N/A	\$	31.87	\$	36.29	\$	28.33	\$	31.87
Pacific Security	Tacoma	Unarmed Guard	\$	28.38	\$1,123.49	\$	76.87	\$	41.39	\$	42.57	\$	31.93	\$	38.44

Parker Corporate Services, Inc. dba Pacific Security 2009 Iron St Bellingham, WA 98225-4211

FOURTH AMENDMENT
TO
CONTRACT NO. 03818
SECURITY GUARD SERVICES

This Fourth Amendment ("Amendment") to Contract No. 03818 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Parker Corporate Services Corporation, a Washington corporation ("Contractor") and is dated and effective as of July 20, 2023.

#### **RECITALS**

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 03818 for security guard services dated effective as of January 1, 2019 ("Contract").
- B. The Parties previously amended the Contract as follows:
  - Amendment 1 effective May 1, 2020 (economic adjustment)
  - Amendment 2 effective August 15, 2021 (economic adjustment, update language)
  - Amendment 3 effective April 1, 2022 (economic adjustment, update language)
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

#### **AGREEMENT**

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- PRICE ADJUSTMENT. Exhibit B Prices for Goods/Services of the Master Contract is hereby amended by deleting the existing Exhibit B in its entirety and inserting the attached Exhibit B – Prices for Services.
- 2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
- 3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

- 4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
- 6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

PARKER CORPORATE SERVICES,	INC.,	DBA	<b>PACIFIC</b>
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**SECURITY** 

A WASHINGTON CORPORATION

By:

Name: Chad Parker

Title: President

Date: 7119163

STATE OF WASHINGTON

**DEPARTMENT OF ENTERPRISE SERVICES** 

By: <u>Lawrence Lim</u>

Name: Lawrence Lim

Title: Contracts Specialist

Date: July 20, 2023

Exhibit B – Prices for Services

					Patrol Checks /				Workplace
			Hourly	Vehicle	Alarm Response	On-Call	Overtime	Supervisor	Violence
Vendor	Region Region	Type of Service 💌	Rate 💌	(per month	(Per Occurrence	(per hour ▼	(per hou ▼	(per hou	(per hou
Parker Corp dba Pacific Security	Eastern	Armed Guard	\$39.52	\$1,348.16	\$39.52	\$49.67	\$59.28	\$39.52	\$49.6
Parker Corp dba Pacific Security	North Central	Armed Guard	\$38.93	\$1,327.91	\$90.86	\$48.92	\$58.39	\$38.93	\$48.92
Parker Corp dba Pacific Security	Northwest	Armed Guard	\$39.93	\$1,362.13	\$93.20	\$50.18	\$59.89	\$39.93	\$50.18
Parker Corp dba Pacific Security	Olympic	Armed Guard	\$39.52	\$1,348.19	N/A	\$49.67	\$59.28	\$39.52	\$49.67
Parker Corp dba Pacific Security	Seattle	Armed Guard	\$46.60	\$1,362.13	\$121.88	\$64.52	\$69.90	\$46.60	\$64.52
Parker Corp dba Pacific Security	South Central	Armed Guard	\$39.40	\$1,344.01	\$91.96	\$49.52	\$59.09	\$39.40	\$49.52
Parker Corp dba Pacific Security	Southwest	Armed Guard	\$39.44	\$1,345.44	N/A	\$49.57	\$59.16	\$39.44	\$49.57
Parker Corp dba Pacific Security	Tacoma	Armed Guard	\$46.12	\$1,348.19	\$92.24	\$63.86	\$69.18	\$46.12	\$63.86
Parker Corp dba Pacific Security	Eastern	Rapid Response	\$46.12	\$1,348.16	N/A	\$46.12	N/A	N/A	\$49.67
Parker Corp dba Pacific Security	North Central	Rapid Response	\$41.93	\$1,327.91	\$90.86	\$41.93	N/A	N/A	\$48.92
Parker Corp dba Pacific Security	Northwest	Rapid Response	\$43.01	\$1,362.13	\$93.20	\$43.01	N/A	N/A	\$50.18
Parker Corp dba Pacific Security	Olympic	Rapid Response	\$46.12	\$1,348.19	N/A	\$46.12	N/A	N/A	\$49.67
Parker Corp dba Pacific Security	Seattle	Rapid Response	\$50.18	\$1,362.13	\$121.88	\$50.18	N/A	N/A	\$50.18
Parker Corp dba Pacific Security	South Central	Rapid Response	\$45.98	\$1,344.01	\$91.96	\$45.98	N/A	N/A	\$49.52
Parker Corp dba Pacific Security	Southwest	Rapid Response	\$46.03	\$1,345.44	N/A	\$46.03	N/A	N/A	\$49.57
Parker Corp dba Pacific Security	Tacoma	Rapid Response	\$49.67	\$1,348.19	\$92.24	\$49.67	N/A	N/A	\$49.67
Parker Corp dba Pacific Security	Eastern	Unarmed Guard	\$29.59	\$1,348.16	N/A	\$38.32	\$43.64	\$34.06	\$38.32
Parker Corp dba Pacific Security	North Central	Unarmed Guard	\$29.14	\$1,327.91	\$90.86	\$37.74	\$42.98	\$33.55	\$37.74
Parker Corp dba Pacific Security	Northwest	Unarmed Guard	\$29.90	\$1,362.13	\$93.20	\$38.71	\$44.09	\$34.41	\$38.71
Parker Corp dba Pacific Security	Olympic	Unarmed Guard	\$29.59	\$1,348.19	N/A	\$38.32	\$43.64	\$34.06	\$38.32
Parker Corp dba Pacific Security	Seattle	Unarmed Guard	\$34.41	\$1,362.13	\$93.20	\$50.18	\$51.62	\$38.71	\$46.60
Parker Corp dba Pacific Security	South Central	Unarmed Guard	\$29.50	\$1,344.01	\$91.96	\$38.20	\$43.50	\$33.95	\$38.20
Parker Corp dba Pacific Security	Southwest	Unarmed Guard	\$29.53	\$1,345.44	N/A	\$38.24	\$43.55	\$33.99	\$38.24
Parker Corp dba Pacific Security	Tacoma	Unarmed Guard	\$34.06	\$1,348.19	\$92.24	\$49.67	\$51.09	\$38.32	\$46.12

State of Washington Contracts & Procurement Division Department of Enterprise Services	CONTRACT	T AMENDMENT
P.O. Box 41411 Olympia, WA 98504-1411	Contract No.:	03818
Parker Corporate Services, Inc.	Amendment No.:	5
2209 Iron Street Bellingham, WA 98225	Effective Date:	April 1, 2024

#### **FIFTH AMENDMENT**

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## CONTRACT No. 03818 SECURITY GUARD SERVICES

This Fifth Amendment ("Amendment") to Contract No. 03818 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Parker Corporate Services, Inc., a Washington corporation ("Contractor") and is dated as of April 1, 2024.

#### RECITALS

- A. Enterprise Services and Contractor (collectively the "Parties") entered into that certain Contract No. 03818 for Security Guard Services dated effective as of January 1, 2019. ("Contract").
- B. The Parties previously amended the Contract as follows:
  - a. By instrument titled First Amendment to Contract (dated May 1, 2020) to replace Exhibit B Prices for Services (Economic Price Adjustment); and
  - By instrument titled Second Amendment to Contract (dated August 15, 2021) to replace Section 3.3 (Economic Adjustment) and to replace Exhibit B – Prices for Services (Economic Price Adjustment; and
  - c. By instrument titled Third Amendment to Contract (dated April 1, 2022) to replace Section 3.3 (Economic Adjustment) and to replace Exhibit B Prices for Services (Economic Price Adjustment); and
  - d. By instrument titled Fourth Amendment to Contract (dated July 20, 2023) to replace Exhibit B Prices for Services (Economic Price Adjustment).
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

#### AGREEMENT

**Now Therefore**, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. ECONOMIC PRICE ADJUSTMENT. Pursuant to section 3.3 of the Contract, the pricing for the services is hereby amended by deleting the existing Exhibit B Prices for Services in its entirety and inserting the attached Exhibit B Prices for Services (dated April 1, 2024). These prices include the agreed economic adjustment from the Employment Security Departments (ESD's) Occupational Employment and Wage Statistics (OEWS) Standard Occupational Classification (SOC) Code of 33-9032. The Contract pricing for the services is hereby amended by deleting the existing Exhibit B Prices for Services in its entirety and inserting the attached Exhibit B Prices for Services (dated April 1, 2024). As of the effective date of this Amendment, these prices include the agreed economic adjustment from the Employment Security Departments (ESD's) Occupational Employment and Wage Statistics (OEWS) Standard Occupational Classification (SOC) Code of 33-9032. This is the final price adjustment for 2024.
- 2. Nondiscrimination. The following provision is added as a new subsection at the end of Section 14 of the Contract (General Provisions):

#### 14.24. Nondiscrimination.

- (a) <u>Nondiscrimination Requirement</u>. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
- (b) Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- (c) <u>Default</u>. Notwithstanding any provision to the contrary, Enterprise Services may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Enterprise Services receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Enterprise Services may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including

- implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- (d) Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Enterprise Services and/or Purchasers shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Enterprise Services and/or Purchasers for default under this provision.
- 3. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
- 4. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
- 5. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 6. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
- 7. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

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	CORPORATE SERVICES, INC., INGTON CORPORATION	STATE OF WASHINGTON  DEPARTMENT OF ENTERPRISE SERVICES	
Ву:	CHAD PARKER	By: Etc.	
Name:	Chad Parker	Name: Tim Foitzik	
Title:	President	Title: Procurement Supervisor	
Date:	Mar 20, 2024	Date: Mar 15, 2024	

### EXHIBIT B PRICES FOR SERVICES

				Patrol Checks /				Workplace
		Hourly	Vehicle	Alarm Response	On-Call	Overtime	Supervisor	Violence
Region 🗐	Type of Service 💌	Rate 💌	(per month)	(Per Occurrence	(per hour	(per hou	(per hou	(per houi
Eastern	Armed Guard	\$39.55	\$1,349.10	\$39.55	\$49.70	\$59.32	\$39.55	\$49.70
North Central	Armed Guard	\$38.96	\$1,328.83	\$90.92	\$48.96	\$58.43	\$38.96	\$48.96
Northwest	Armed Guard	\$39.96	\$1,363.09	\$93.26	\$50.22	\$59.93	\$39.96	\$50.22
Olympic	Armed Guard	\$39.55	\$1,349.13	N/A	\$49.70	\$59.32	\$39.55	\$49.70
Seattle	Armed Guard	\$46.63	\$1,363.09	\$121.96	\$64.57	\$69.95	\$46.63	\$64.57
South Central	Armed Guard	\$39.43	\$1,344.95	\$92.02	\$49.55	\$59.14	\$39.43	\$49.55
Southwest	Armed Guard	\$39.47	\$1,346.38	N/A	\$49.60	\$59.20	\$39.47	\$49.60
Tacoma	Armed Guard	\$46.15	\$1,349.13	\$92.31	\$63.91	\$69.23	\$46.15	\$63.91
Eastern	Rapid Response	\$46.15	\$1,349.10	N/A	\$46.15	N/A	N/A	\$49.70
North Central	Rapid Response	\$41.96	\$1,328.83	\$90.92	\$41.96	N/A	N/A	\$48.96
Northwest	Rapid Response	\$43.04	\$1,363.09	\$93.26	\$43.04	N/A	N/A	\$50.22
Olympic	Rapid Response	\$46.15	\$1,349.13	N/A	\$46.15	N/A	N/A	\$49.70
Seattle	Rapid Response	\$50.22	\$1,363.09	\$121.96	\$50.22	N/A	N/A	\$50.22
South Central	Rapid Response	\$46.01	\$1,344.95	\$92.02	\$46.01	N/A	N/A	\$49.55
Southwest	Rapid Response	\$46.06	\$1,346.38	N/A	\$46.06	N/A	N/A	\$49.60
Tacoma	Rapid Response	\$49.70	\$1,349.13	\$92.31	\$49.70	N/A	N/A	\$49.70
Fastern	Unarmed Guard	\$29.61	\$1,349.10	N/A	\$38.34	\$43.67	\$34.08	\$38.34
North Central	Unarmed Guard	\$29.16	\$1,328.83	\$90.92	\$37.77	\$43.01	\$33.57	\$37.77
Northwest	Unarmed Guard	\$29.92	\$1,363.09	\$93.26	\$38.74	\$44.12	\$34.44	\$38.74
Olympic	Unarmed Guard	\$29.61	\$1,349.13	N/A	\$38.34	\$43.67	\$34.08	\$38.34
Seattle	Unarmed Guard	\$34.44	\$1,363.09	\$93.26	\$50.22	\$51.65	\$38.74	\$46.63
South Central	Unarmed Guard	\$29.52	\$1,344.95	\$92.02	\$38.22	\$43.53	\$33.98	\$38.22
Southwest	Unarmed Guard	\$29.55	\$1,346.38	N/A	\$38.27	\$43.58	\$34.01	\$38.27
Tacoma	Unarmed Guard	\$34.08	\$1,349.13	\$92.31	\$49.70	\$51.12	\$38.34	\$46.15