

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.
201906016

Originating Department:	Planning and Development Services
Division/Program: (i.e. Dept. Division and Program)	Long Range Planning - Purchase of Development Rights Program
Contract or Grant Administrator:	Chris Elder
Contractor's / Agency Name:	Unique Places, LLC

Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes No Yes No
 Yes No If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____

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)

Is this a grant agreement? Yes No If yes, grantor agency contract number(s): _____ CFDA#: _____

Is this contract grant funded? Yes No If yes, Whatcom County grant contract number(s): _____

Is this contract the result of a RFP or Bid process? Yes No If yes, RFP and Bid number(s): RFP 19-26 Contract _____ Cost Center: 17550

Is this agreement excluded from E-Verify? No Yes If no, include Attachment D Contractor Declaration form.

- If YES, indicate exclusion(s) below:
- Professional services agreement for certified/licensed professional.
 - Contract work is for less than \$100,000.
 - Contract work is for less than 120 days.
 - Interlocal Agreement (between Governments).
 - Contract for Commercial off the shelf items (COTS).
 - Work related subcontract less than \$25,000.
 - Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>43,000</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ <u>43,000</u>	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: <ol style="list-style-type: none"> Exercising an option contained in a contract previously approved by the council. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. Bid or award is for supplies. Equipment is included in Exhibit "B" of the Budget Ordinance. 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: _____	

Provide GIS mapping and analysis support in addition to outreach materials development for the Purchase of Development Rights Program.

Term of Contract:	Expiration Date: 12/31/2019
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Contract Routing:	1. Prepared by: <u>Chris Elder</u>	Date: <u>5/22/2019</u>
	2. Attorney signoff: <u>Royce Buckingham</u>	Date: <u>5/22/2019</u>
	3. AS Finance reviewed: <u>M Caldwell</u>	Date: <u>5/22/19</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____ ✓	Date: <u>6-6-19</u>
	6. Submitted to Exec.: _____ ✓	Date: <u>6-13-19</u>
	7. Council approved (if necessary): _____ ✓	Date: <u>6-4-19</u>
	8. Executive signed: _____ ✓	Date: <u>6-13-19</u>
	9. Original to Council: _____ ✓	Date: <u>6-18-19</u>

CONTRACT FOR SERVICES AGREEMENT
[Insert additional specific name for your clarification]

Unique Places, LLC, hereinafter called Contractor, and Whatcom County, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:

- General Conditions, pp. 3 to 7,
- Exhibit A (Scope of Work), pp. 8 to 10,
- Exhibit B (Compensation), pp. 11 to 12,
- Exhibit C (Certificate of Insurance).

Copies of these items are attached hereto and incorporated herein by this reference as if fully set forth herein.

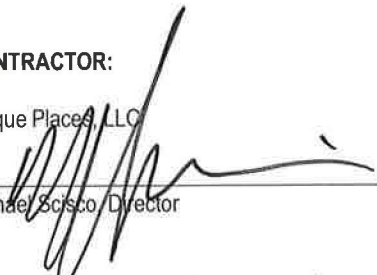
The term of this Agreement shall commence on the 5 day of June, 2019, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31 day of December, 2019.

The general purpose or objective of this Agreement is to: support GIS Mapping, Analysis, and Outreach Materials Development for the Purchase of Development Rights Program, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed \$43,000. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

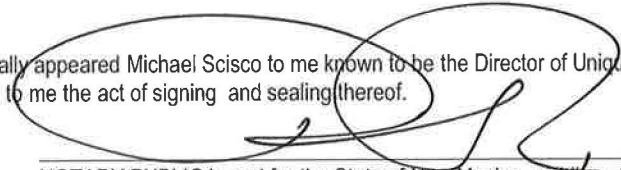
Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 11.1, 21.1, 30.1, 31.2, 32.1, 34.2, and 34.3, if included, are totally and fully part of this contract and have been mutually negotiated by the parties.


IN WITNESS WHEREOF, the parties have executed this Agreement this 6 day of JUNE, 20 19.

CONTRACTOR:
 Unique Places, LLC

 Michael Scisco, Director

STATE OF NEW MEXICO)
) ss.
 COUNTY OF BERNALILLO)

On this 6 day of June, 20 19 before me personally appeared Michael Scisco to me known to be the Director of Unique Places, LLC and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.


 NOTARY PUBLIC in and for the State of New Mexico, residing at
ABQ NM. My commission expires 3/1/22.

 OFFICIAL SEAL
 Regina A. Padilla
 NOTARY PUBLIC—STATE OF NEW MEXICO
 My commission expires: 3/1/22

WHATCOM COUNTY:

Recommended for Approval:

W. N. 6-12-19
Department Director Date

Approved as to form:

[Signature] 6-12-19
Prosecuting Attorney Date

Approved:

Accepted for Whatcom County:

By: [Signature] For J
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this 13th day of June, 20 19, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Tyler Schroeder Deputy
Suzanne M. Milder
NOTARY PUBLIC in and for the State of Washington, residing at
Bellingham My commission expires 12-31-22



CONTRACTOR INFORMATION:

Unique Places, LLC

Michael Scisco, Director

Address: 7523 CARSON RD NW
ALBUQUERQUE, NM 87104

Mailing Address:
PO Box 7790
Albuquerque, NM 87194

Contact Name: Michael Scisco

Contact Phone: (505)603-3636

Contact FAX: n/a

Contact Email: mscisco@uniqueplacesgis.com

GENERAL CONDITIONS

Series 00-09: Provisions Related to Scope and Nature of Services

0.1 Scope of Services:

The Contractor agrees to provide to the County services and any materials as set forth in the project narrative identified as Exhibit "A", during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

Series 10-19: Provisions Related to Term and Termination

10.1 Term:

Services provided by Contractor prior to or after the term of this contract shall be performed at the expense of Contractor and are not compensable under this contract unless both parties hereto agree to such provision in writing. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

10.2 Extension:

The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to one year, and for a total of no longer than three years.

11.1 Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, first class postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. Termination shall be effective upon Contractor's receipt of the written notice, or within three (3) days of the mailing of the notice, whichever occurs first. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

11.2 Termination for Reduction in Funding: Not Applicable

11.3 Termination for Public Convenience: Not Applicable

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.

Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "B."

21.1 Taxes:

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

22.1 Withholding Payment:

In the event the County's Administrative Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Administrative Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Administrative Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Administrative Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

23.1 Labor Standards: Not Applicable

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor:

The Contractor's services shall be furnished by the Contractor as an independent contractor, and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to employees of the County. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

30.2 Assignment and Subcontracting:

The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

30.3 No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

31.1 Ownership of Items Produced:

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement, shall be the sole and absolute property of the County.

31.2 Patent/Copyright Infringement:

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

A. The Contractor shall be notified promptly in writing by the County of any notice of such claim.

B. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

32.1 Confidentiality:

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the County or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

33.1 Right to Review:

This contract is subject to review by any Federal, State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor's Office. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Contractor also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Contractor, then the Contractor agrees to notify the Administrative Officer as soon as it is practical.

34.1 Proof of Insurance:

The Contractor shall carry for the duration of this Agreement general liability and property damage insurance with the following minimums:
Property Damage per occurrence - \$500,000.00 (this amount may vary with circumstances)
General Liability & Property Damage for bodily injury- \$1,000,000.00 (this amount may vary with circumstances)

A Certificate of insurance, that also identifies the County as an additional insured, is attached hereto as Exhibit "C". This insurance shall be considered as primary and shall waive all rights of subrogation. The County insurance shall be noncontributory.

a. Professional Liability - \$1,000,000 per occurrence:

If the professional liability insurance is a claims made policy, and should the contractor discontinue coverage either during the term of this contract or within three years of completion, the contractor agrees to purchase tail coverage for a minimum of three years from the completion date of this contract or any amendment to this contract.

Professional Liability - \$1,000,000. per occurrence (this amount may vary with circumstances)

34.2 Industrial Insurance Waiver: Not Applicable

34.3 Defense & Indemnity Agreement:

The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including, but not limited to, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its successor or assigns, or its agents, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County or its appointed or elected officials or employees. In case of damages caused by the concurrent negligence of Contractor, its subcontractors, its successors or assigns, or its agents, servants, or employees, and the County, its appointed or elected officers, employees or their agents, then this indemnification provision is enforceable only to the extent of the negligence of the Contractor, its agents, or its employees.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement shall create no rights in any third party.

35.1 Non-Discrimination in Employment:

The County's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action

shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The foregoing provisions shall also be binding upon any subcontractor, provided that the foregoing provision shall not apply to contracts or subcontractors for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

35.2 Non-Discrimination in Client Services: Not Applicable

36.1 Waiver of Noncompetition: Not Applicable

36.2 Conflict of Interest:

If at any time prior to commencement of, or during the term of this Agreement, Contractor or any of its employees involved in the performance of this Agreement shall have or develop an interest in the subject matter of this Agreement that is potentially in conflict with the County's interest, then Contractor shall immediately notify the County of the same. The notification of the County shall be made with sufficient specificity to enable the County to make an informed judgment as to whether or not the County's interest may be compromised in any manner by the existence of the conflict, actual or potential. Thereafter, the County may require the Contractor to take reasonable steps to remove the conflict of interest. The County may also terminate this contract according to the provisions herein for termination.

37.1 Administration of Contract:

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington. The Contractor also agrees to comply with applicable federal, state, county or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals.

The County hereby appoints, and the Contractor hereby accepts, the Whatcom County Executive, and his or her designee, as the County's representative, hereinafter referred to as the Administrative Officer, for the purposes of administering the provisions of this Agreement, including the County's right to receive and act on all reports and documents, and any auditing performed by the County related to this Agreement. The Administrative Officer for purposes of this agreement is:

Insert here (name, job title, work address)

37.2 Notice: Not Applicable

38.1 Certification of Public Works Contractor's Status under State Law: Not Applicable

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions: Not Applicable

38.3 E-Verify: Not Applicable

Series 40-49: Provisions Related to Interpretation of Agreement and Resolution of Disputes

40.1 Modifications:

Either party may request changes in the Agreement. Any and all agreed modifications, to be valid and binding upon either party, shall be in writing and signed by both of the parties.

40.2 Contractor Commitments, Warranties and Representations: Not Applicable

41.1 Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

41.2 Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

42.1 Disputes:

- a. **General:**
Differences between the Contractor and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Administrative Officer shall be final and conclusive.
- b. **Notice of Potential Claims:**
The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.
- c. **Detailed Claim:**
The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.
- d. **Arbitration: Not Applicable**
- 43.1 **Venue and Choice of Law:**
In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Whatcom. This Agreement shall be governed by the laws of the State of Washington.
- 44.1 **Survival:**
The provisions of paragraphs 11.1, 11.2, 11.3, 21.1, 22.1, 30.1, 31.1, 31.2, 32.1, 33.1, 34.2, 34.3, 36.1, 40.2, 41.2, 42.1, and 43.1, if utilized, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.
- 45.1 **Entire Agreement:**
This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

EXHIBIT A - SCOPE OF WORK
**GIS Mapping, Analysis, and Outreach Materials Development for
PDR Program**

Task A. GIS Data

1. Inventory existing GIS data & identify gaps in GIS data

- Review existing, relevant datasets with PDR Program staff and County GIS staff to determine current inventory, maintenance, storage and use of GIS data.
- Assess current GIS environment with PDR Program staff to identify gaps in existing GIS data.
- Organize existing data as efficiently as possible and ensure PDR Program and GIS staff are comfortable using and maintaining data.

2. Collect GIS data, including building upon Ag-Watershed Project

- To address gaps in data and ensure a robust analysis, consultant shall perform data research and work with partner organizations, such as Whatcom Conservation District, WDFW, WDNR, and others to obtain appropriate data.
- Process newly obtained data to fit within established maintenance and organization protocols.

3. Establish protocols for data management & data updates

- The consultant shall create protocols to assist PDR Program staff in data management and updates. These may include, but are not limited to:
 - File name versioning
 - Metadata creation and stewardship process development
- Develop best practices for archiving data

4. Establish protocol for field data collection

- Develop protocols for field data collection including:
 - Best practices for collecting data using GPS technologies.
 - Best practices for geotagging photos and integrating attribute information collected in the field using Collector for ArcGIS application
 - Best practices for integration into ArcGIS Desktop or ArcGIS Online platforms.
- Provide staff training on field data collection protocols via webinar and documentation.

Task B. GIS Analysis

1. Create analysis for parcel prioritization

- In coordination with PDR Program staff, create a GIS-based multi-criteria decision analysis, (also called a suitability analysis), to identify priority parcels within Whatcom County, using criteria identified in PDR Program Guidelines in addition to other criteria identified by staff.
- Identify key data and prioritize its importance as it pertains to the goals of the PDR program.
- Assign ranked priority values to parcels based on spatial coincidence with each of the key priority factors.
- Use appropriate ArcGIS extensions as necessary, including spatial analyst, to complete the parcel prioritization analysis.
- Use ModelBuilder to create a transparent and replicable suitability analysis.

- Provide GIS data that shows the priority areas found during analysis.
- 2. Document analysis techniques and create metadata**
- Document all communication, meetings and work performed during this project.
 - Provide documentation of the GIS analysis and any tools or models created for the analysis to enable others to re-create the analysis and arrive at similar results.
 - New data created as a part of this project will include FGDC compliant metadata

Task C. Maps & Outreach Materials

1. Create map books for regional priority areas

- Create regional priority maps by building a map book within ArcMap 10.7
 - The map book will allow for consistent and efficient creation of multiple maps throughout the jurisdiction.

The extent of the maps shall be defined by a grid system or customized areas defined in coordination with PDR Program Staff.

2. Develop an public outreach strategy

- Create an overview of preferred outreach, education and communication outcomes and populations reached by working with PDR Program Staff and PDR Oversight Committee

Potential outreach and educational materials produced as determined during public outreach strategy development process described above.

3. Create hard copy and digital materials for outreach/education–

- Develop public and policy maker communication materials including maps, infographics and other materials to present complex spatial, narrative and tabular data in a way that is understandable to a wide audience.

4. Create interactive/3D map(s) for outreach/education

- Develop ESRI Story Maps to reach out to the public with spatially-based and interactive information.
- Develop ArcGIS Online Web Mapping Application.
- Ensure mobile responsiveness with all electronic outreach materials.
- Develop 3D maps, as appropriate

5. Create other outreach materials

- Develop booklets, pamphlets, mailers, posters, newspaper advertisements, and newsletters.
- Develop additional branding

DELIVERABLES

Deliver the following products as a result of the successful completion of this project:

Draft & final reports.

A final report will be delivered that includes, at a minimum:

- A description of all data reviewed, collected, and created, including basic attributes about the data
- A description of all GIS extensions, Spatial Analyst tools, 3D visualization, and other

techniques used.

- A list of recommendations on how to continue stewarding the data and associated GIS tools.
- A user's guide of how to navigate and use data and analysis techniques for future staff.
- An overview of public outreach strategy and all outreach materials and strategies developed.

A draft report will be provided to PDR Program staff one month prior to the final deadline. This will give staff two weeks to review the document and two weeks to address any concerns found in the draft document.

Data, metadata and analysis tools.

- All GIS data, tabular data, metadata and spatial analysis tools will be delivered to PDR Program staff, including PDR Program Administrator and GIS specialist.

Data protocols and documentation of analysis techniques.

- These protocols will be documented in Microsoft Word and saved as a PDF when finalized. Both the .docx and .pdf will be delivered to PDR Program staff, including PDR Program Administrator and GIS specialist.

Files containing maps and outreach materials.

- The ArcMap document(s) containing the settings and layout for the regional priority areas map book will be delivered to PDR Program staff. All Adobe Illustrator, Photoshop, and/or InDesign files used to create map and outreach materials will be also delivered to PDR Program staff.

QUALITY CONTROL

- **GIS staff are certified GIS Professionals ("GISP"):** Our GIS staff members are certified GISPs, which means they have achieved a high level of competence in their field and have a strong commitment to acting ethically with GIS techniques, maps and data.
- **Metadata and documentation:** Our staff documents all communications and work performed for clients. This eliminates confusion about both why and how tasks were completed. This also includes creating FGDC compliant metadata for any data or tools we deliver to our clients.
- **Pre-delivery Quality Assurance:** Prior to any map, analysis result or outreach material being delivered to the client, a second UPGIS staff member will review all materials. This is a final check to ensure all products meet the high standards set by UPGIS.
- **Security:** All data that UP maintains for its clients is managed, processed, and stored in a secure environment (e.g., lockable computer systems with passwords, firewall system in place, power surge protection, virus/malicious intruder protection) and by controlling access to digital files with encryption and/or password protection. UP maintains strict confidentiality and security of data. Raw data will never be released to a third-party without consent from data source or the client. All software used by UPGIS is updated regularly to ensure the latest software versions and security protocols are being used.

EXHIBIT B - Budget

GIS Mapping, Analysis, and Outreach Materials Development for PDR Program

As consideration for services provided in Exhibit A, Scope of work, the County agrees to compensate the Contractor according to the hourly rates provided below. Other reasonable expenses incurred in the course of performing the duties herein shall be reimbursed as described here:

- Mileage will be reimbursed at the current IRS rate
- Rental cars not to exceed mid-size (standard) rates
- Lodging and per diem reimbursement will be at a rate not to exceed the GSA rate for location services are provided, per person
- Reimbursement for air travel will be at coach rates
- Other expenditures such as outside printing and postage shall be reimbursed at actual cost
- In house computer usage and domestic and long distance telephone charges shall be at no cost

Contractor Hourly Rates:

- Work conducted by GIS and Design Associate, Kate Lenzer shall be billed at \$80.00/hour inclusive.
- Work conducted by Director, Michael Scisco shall be billed at \$100.00/hour inclusive.

PROJECT BUDGET		Lenzer	Scisco	Estimated
	Rate	\$80	\$100	Budget
Task A. GIS Data		Estimated Hours		
1.	Inventory existing GIS data & identify gaps in GIS data	16		\$1,280
2.	Collect GIS data, including building upon Ag-Watershed Project	80		\$6,400
3.	Establish protocols for data management & data updates	8		\$640
4.	Establish protocol for field data collection	8		\$640
Task B. GIS Analysis				
1.	Create analysis for parcel prioritization	120		\$9,600
2.	Document analysis techniques and create metadata	8		\$640
Task C. Maps & Outreach Materials				
1.	Create map books for regional priority areas	40		\$3,200
2.	Develop an public outreach strategy		20	\$2,000
3.	Create hard copy and digital materials for outreach/education	40		\$3,200
4.	Create interactive/3D map(s) for outreach/education	80		\$6,400
5.	Create other outreach materials		60	\$6,000
Total Labor				\$40,000
Travel and Reimbursable Expenses				\$3,000
Total Contract - Not to Exceed				\$43,000

The Contractor shall invoice County at the beginning of each calendar month for services rendered in arrears for the previous calendar month. County shall pay all invoices within 30 days of receipt. Contractor shall provide to County a line item summary in table format of hours

worked; date worked; hourly rate; name of employee; brief description of work based on the Scope of Work; and subtotal and total amounts due that shall accompany each invoice. Expense reimbursement request must be accompanied by copies of paid invoices. Any work performed prior to the effective date or continuing after completion date of contract, unless otherwise agreed upon in writing, will be at contractor's expense.

Contractor is not responsible for any physical reproduction of any materials, information, data or other products or deliverables associated with this Agreement. If Contractor is required and approved by County to purchase any subscriptions, data, services, software, hardware or other materials, County shall reimburse Contractor for said purchases. If Contractor is required and approved by County to travel under the terms of this Agreement, County shall compensate Contractor as described above.



EXHIBIT C - Certificate of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/16/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Herring & Bickers Insurance Agency, 2344 Operations Drive, Suite 101, Durham, NC 27705. CONTACT NAME: Chrissy Andrews, PHONE: (919)479-1868, FAX: (919)479-1868. INSURER(S) AFFORDING COVERAGE: INSURER A: Philadelphia Insurance Co. (NAIC # 000000), INSURER B: Erie Insurance Exchange (NAIC # 26271), INSURER C: , INSURER D: First Benefits Ins Mutual, INSURER E: , INSURER F: .

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability (A), Automobile Liability (B), Umbrella Liability, Workers Compensation and Employer's Liability (D), and Forrester's E&O.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate holder is additional insured when agreed to in writing.

CERTIFICATE HOLDER: Whatcom County, 5280 Northwest Drive, Bellingham, WA 98226. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Christina Andrews

**WHATCOM COUNTY
Planning & Development
Services
5280 Northwest Drive
Bellingham WA 98226
360-778-5900**



Mark Personius, AICP
Director

MEMORANDUM

TO: Jack Louws, County Executive
FROM: Chris Elder, PDR Program Administrator
RE: Contract for GIS Mapping, Analysis, and Outreach Materials Development for Purchase of Development Rights Program
DATE: May 22, 2019

Enclosed are two (2) originals of **GIS Mapping, Analysis, and Outreach Materials Development for PDR Program** between Whatcom County and Unique Places, LLC for your review and signature.

▪ **Background and Purpose**

This contract will support the Purchase of Development Rights (PDR) Program to improve GIS mapping and analysis and will support development of outreach materials to achieve PDR Program goals.

▪ **Funding Amount and Source**

This contract is for a maximum of \$43,000 from the Conservation Futures Fund.

▪ **Differences from Previous Contract**

n/a

Please contact Chris Elder at extension 5932, if you have any questions or concerns regarding the terms of this agreement,

Encl. Contract for Services Agreement