

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No.  
**202206005-1**

Originating Department:	Executive
Division/Program: <i>(i.e. Dept. Division and Program)</i>	
Contract or Grant Administrator:	Tyler Schroeder
Contractor's / Agency Name:	The Vida Agency

Is this a New Contract?    If not, is this an Amendment or Renewal to an Existing Contract?    Yes     No   
 Yes     No     If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: 202206005

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?    Contract \_\_\_\_\_  
 Yes     No     If yes, RFP and Bid number(s): MRSC Roster    Cost Center: 345

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

If YES, indicate exclusion(s) below:

<input checked="" type="checkbox"/> Professional services agreement for certified/licensed professional.	<input type="checkbox"/> Goods and services provided due to an emergency
<input type="checkbox"/> Contract work is for less than \$100,000.	<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).
<input type="checkbox"/> Contract work is for less than 120 days.	<input type="checkbox"/> Work related subcontract less than \$25,000.
<input type="checkbox"/> Interlocal Agreement (between Governments).	<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>38,923</u> This Amendment Amount: \$ <u>146,984</u> Total Amended Amount: \$ <u>186,907</u>	Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b> <ol style="list-style-type: none"> <li>1. Exercising an option contained in a contract previously approved by the council.</li> <li>2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.</li> <li>3. Bid or award is for supplies.</li> <li>4. Equipment is included in Exhibit "B" of the Budget Ordinance.</li> <li>5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.</li> </ol>
Summary of Scope: _____	

**This contract amendment provides communications consultant services for Phase 2 implementation of the public engagement plan (Phase 1) for the Justice Project.**

Term of Contract: 4 months	Expiration Date: December 31, 2022
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Contract Routing:	1. Prepared by: <u>Cathy Halka</u>	Date: <u>8/16/2022</u>
	2. Attorney signoff: <u>Karen Frakes (by phone)</u>	Date: <u>8/30/2022</u>
	3. AS Finance reviewed: <u>M Caldwell</u>	Date: <u>9/1/22</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

COUNTY COURTHOUSE  
311 Grand Avenue, Suite #105  
Bellingham, WA 98225-4038  
(360) 778-5010



CLERK OF THE COUNCIL  
Dana Brown-Davis, C.M.C.

## MEMORANDUM

**TO:** Satpal Sidhu, County Executive

**FROM:** Council Staff

**RE:** Contract Amendment for Phase 2 Communications Services for Justice Project

**DATE:** September 1, 2022

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Enclosed is a contract amendment between Whatcom County and The Vida Agency for your review and signature.

- **Background and Purpose**

Whatcom County issued an RFP for Communications services for the Justice Project to the MRSC Roster in May, 2022. On June 22, 2022, the County entered into a contract with The Vida Agency for Phase 1 of the project, creating a public engagement plan for the Justice Project. The public engagement plan was completed on August 31, 2022, and the project team is ready to proceed with Phase 2, implementation of the public engagement plan. Public engagement on this project will inform the development of the Stakeholder Advisory Committee's needs assessment report.

- **Funding Amount and Source**

The original contract amount for Phase 1 was \$38,923. The contract amendment is for \$146,984 for a total amended amount of \$186,907. Funding is available through the New Health, Safety & Justice Facility.

- **Differences from Previous Contract**

The timeframe of the proposed contract amendment is extended December 31, 2022. The proposed contract amendment increases the contract by \$146,984. Phase 2 will include implementation of the public engagement plan developed in Phase 1.

Please contact Cathy Halka at ext. 5019, if you have any questions.

Encl.

Whatcom County Contract No.  
202206005-1

Amendment No. 1  
Whatcom County Contract No. 202206005  
CONTRACT BETWEEN WHATCOM COUNTY AND  
The Vida Agency

THIS AMENDMENT is to the Contract between Whatcom County and The Vida Agency, dated June 22, 2022 and designated "Whatcom County Contract No. 202206005". In consideration of the mutual benefits to be derived, the parties agree to the following:

This Amendment extends the term of this Agreement through December 16, 2022, and increases the maximum consideration by \$ 146,984 to a total consideration of \$ 186,907.

This Amendment adds the Phase 2 Scope of Work to Exhibit C as attached.

This Amendment adds the Phase 2 Compensation to Exhibit D as attached.

Unless specifically amended by this agreement, all other terms and conditions of the original contract shall remain in full force and effect.

This Amendment takes effect: September 13, 2022, regardless of the date of signature.

IN WITNESS WHEREOF, Whatcom County and The Vida Agency have executed this Amendment on the date and year below written.

DATED this 9/16/2022 day of September, 2022.

Each person signing this Contract represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract.

**CONTRACTOR:**

CONTRACTOR NAME

DocuSigned by:  
Amalia Martino 9/16/2022  
904EA8697538409  
AMALIA MARTINO, FOUNDER & PRESIDENT

CONTRACTOR

Amalia Martino, Founder & President

10016 Edmonds Way, Ste C-186  
Edmonds, WA 98020

Contact Name: Amalia Martino  
Contact Phone: 206-850-5704  
Contact Email: [amalia@thevidaagency.com](mailto:amalia@thevidaagency.com); [legal@thevidaagency.com](mailto:legal@thevidaagency.com)

**WHATCOM COUNTY:**

Recommended for Approval:

DocuSigned by:  
Tyler Schroeder, Deputy Executive 9/15/2022  
513FC4B01FE0423  
Department Supervisor Date

**Approved as to form:**

DocuSigned by:  
Karen Frakes 9/15/2022  
EE1164653FD944A  
Prosecuting Attorney Date

**Approved:**

Accepted for Whatcom County:

By: Satpal Singh Sidhu 9/16/2022  
1192C7C18B664E3  
Satpal Singh Sidhu, Whatcom County Executive

**EXHIBIT “C”**  
(SCOPE OF WORK PHASE 2)

In accordance with the final public engagement plan from Phase One of the project, the following elements will be included in the scope of Phase Two:

**PHASE TWO: Engagement Implementation**

Term: Five Months (est. September 1, 2022 – December 16, 2022)

*Assumptions*

- Virtual meetings
- All deliverables will undergo two (2) rounds of edits
- Engagement Plan will be provided to the SAC and County Council for review and feedback via email and does not require a formal presentation by TVA

*Project Management*

The Vida Agency will provide project management, which includes the following:

- Work planning
- Bi-weekly virtual project check-in meetings with your Team throughout the term
- Meeting prep and documentation: agenda, materials, and notes
- Monthly progress report and invoice

**Task One: Survey**

The Vida Agency will plan, design, and implement a survey in English and Spanish. Surveys will be administered via Qualtrics. Survey results will be analyzed to be included in the SAC Needs Assessment.

Activities under this task include:

- Draft survey questions (in English) for County review
- Finalize survey questions with feedback and approval from County
- Transcreate final questions into Spanish
- Build Surveys (English and Spanish) in Qualtrics
- Provide survey QR code
- Include promotions of an open house / town hall (hosted by others) in conjunction with survey promotions.

**Task Two: Creative**

The Vida Agency will develop a series of creative assets to support implementation of the approved public engagement plan. in collaboration with the County project manager. Work under this task includes:

- One (1) creative brief that includes overarching messaging per audience and tactic specific messaging:
  - Will guided design of all materials and assets moving forward
- Informational Material in English and Spanish:
  - One (1) project fact sheet
  - One (1) survey recruitment flyer
- One (1) digital outreach packet (up to 5 pages) for community partners to utilize, packet may include: project fact sheet, survey recruitment flyer, and social media images
- Promotional Assets in English and Spanish:
  - Digital and social media graphics as required by tactics in approved Public Engagement Plan

### **Task Three: Media and Digital**

The Vida Agency will implement the local and multicultural media ad buys according to the approved Public Engagement Plan. Work under this task includes:

- Drafting one (1) press release in English for Whatcom County PIO to distribute
- Placing ads in local and multicultural media
- Running ads on social media or providing instruction to Whatcom County to run social ads from County accounts
- Administrating digital media ads

### **Task Four: Direct Outreach**

The Vida Agency will schedule, plan logistics, staff and facilitate direct outreach according to the approved Public Engagement Plan. Work under this task includes:

- A minimum of two (2) and up to three (3) Informal Gatherings with Tribal Nations
- Up to ten (10) Informal Interviews with Tribal Nations Elders
- A minimum of one (1) and up to two (2) Listening Sessions with Immigrant Populations
- A minimum of five (5) and up to ten (10) Informal Interviews with Immigrant Population Leaders
- Two (2) in-person sessions and up to two (2) virtual “Lunch and Learn” sessions or similar outreach efforts suited to the following groups
  - formerly incarcerated people
  - family members of formerly incarcerated.

Note: Target groups in these categories and associated outreach efforts can be replaced with mutually agreed upon groups and activities as needed.

- Contacting Community Based Organizations to invite them to partner on this effort for recruiting to sessions above and promotion of survey.

### **Task Five: Reporting**

The Vida Agency will provide the following reports to the County according to the approved Public Engagement Plan. Summary reports provided will reflect the categories outlined in the public engagement plan and provide details of community opinion and priorities. Work under this task includes:

- Weekly updates via email once engagement begins
- One (1) Survey Findings Summary
- One (1) Public Engagement Summary

**EXHIBIT "D"**  
(COMPENSATION PHASE 2)

**PHASE TWO:**

In consideration of the Phase Two services performed under the terms of this contract, the contractor will be paid a total amount not to exceed \$146,984 as further described in the following chart:

<b>TASK</b>	<b>DETAILS</b>	<b>COST</b>
1: Survey	One digital survey in English and Spanish, including: <ul style="list-style-type: none"> <li>• Draft survey questions (in English) for County review</li> <li>• Finalize survey questions with feedback and approval from County</li> <li>• Transcreate final questions into Spanish</li> <li>• Build Surveys (English and Spanish) in Qualtrics</li> <li>• Provide survey QR code</li> </ul>	8,520.60
2: Creative	<ul style="list-style-type: none"> <li>• Messaging</li> <li>• Informational Material in English and Spanish, including:               <ul style="list-style-type: none"> <li>○ One (1) Project Fact Sheet</li> <li>○ One (1) Survey Recruitment Flyer</li> </ul> </li> <li>• Project Landing Page in English and Spanish</li> <li>• Media and social media graphics in English and Spanish</li> <li>• CBO Digital Outreach Packet in English and Spanish</li> </ul>	15,869.60
3: Media and Digital	Local and multicultural media ad buys and social/digital media in English and Spanish , including: <ul style="list-style-type: none"> <li>• Drafting one (1) press release in English for Whatcom County PIO to distribute</li> <li>• Placing ads in local and multicultural media</li> <li>• Running ads on social media or providing instruction to Whatcom County to run social ads from County accounts</li> <li>• Administrating digital media ad</li> </ul>	13,518.60
4: Direct Outreach	<ul style="list-style-type: none"> <li>• Contacting Community Based Organizations to invite them to partner on this effort for recruiting to sessions above and promotion of survey</li> <li>• Informal Gatherings with Tribal Nations</li> <li>• Informal Interviews with Tribal Nations Elders</li> <li>• Listening Sessions with Immigrant Populations</li> <li>• Informal Interviews with Immigrant Population Leaders</li> <li>• Listening Sessions with previously incarcerated individuals and/or their families</li> <li>• Partner Outreach</li> </ul>	47,164.60
5: Reporting	<ul style="list-style-type: none"> <li>• Weekly Updates</li> <li>• One (1) Survey Findings Summary</li> <li>• One (1) Public Engagement Summary</li> </ul>	21,622.60

<i>Service Sub-Total</i>		<b>\$106,696.00</b>
<b>REIMBURSABLE EXPENSES</b>		
Travel, Materials, Event Expenses and Other Reimbursable Expenses	Printed fact sheets and survey flyers for in-person events, facility rentals, staff lodging and meals for travel, staff mileage for travel, participant compensation.  Mileage is reimbursed at current standard IRS rate of 62.5 cents per mile.  Other expenses are estimated at the following: <ul style="list-style-type: none"> <li>• Event Expenses (facility, refreshments, etc.): \$5,000</li> <li>• Travel Expenses: \$1,048</li> <li>• Printing and Additional Materials: \$500</li> <li>• Participants at focus groups, sessions or other activities will be compensated for their time at no more than \$100 per person</li> </ul>	20,788.00
Media Spend	Ad buys and paid media	18,000.00
Transcreation	Spanish transcreation for all creative material	1,500.00
<b>TOTAL</b>		<b>\$146,984.00</b>

#### Rate Chart

TITLE	RATE	ESTIMATED HOURS	
President	\$270	18	\$4,860
Director of Equity and Engagement	\$185	106	\$19,610
Creative Director	\$185	53	\$9,805
Director of Strategic Communications and Media Relations	\$160	46	\$7,360
Account Manager	\$164	34	\$5,576
Strategic Communications Specialist	\$135	108	\$14,580
Digital Project Manager	\$147	34	\$4,998
Research Project Manager	\$125	79	\$9,875
Research Analyst	\$120	72	\$8,640
Graphic Designer	\$90	32	\$2,880
Coordinator	\$85	215	\$18,275
Office Manager	\$79	3	\$237
			<b>\$106,696</b>

#### Invoicing

- The county agrees to compensate the contractor according to the Phase Two tasks provided above. Contractor may transfer funds between tasks listed above with county pre-approval.
- The contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Invoices should be submitted by the 15<sup>th</sup> of the month following the month of service.



- Billings will be based on percentage complete of tasks listed and reimbursable expenses up to and not exceeding the amounts shown above.
- Reimbursable expenses. Other reasonable expenses incurred in the course of performing the duties herein shall be reimbursed.
  - o Mileage at 62.5 cents per mile, meals and lodging reimbursements shall not exceed GSA approved rate for Bellingham area.
  - o Copies of receipts are required for reimbursement of expenses other than mileage.
  - o Whatcom County does not reimburse the cost of alcoholic beverages.
  - o Any work performed prior to the effective date of this contract or continuing after the completion date of the same unless otherwise agreed upon in writing, will be at the contractor's expense.
  - o Participants at focus groups, sessions or other similar activities will be compensated for their time and travel at no more than \$100 per event.
- Invoices are to be submitted to the Deputy Executive:
  - Tyler Schroeder, Deputy Executive
  - c/o Tawni Helms, Administrative Services Coordinator
  - Whatcom County Executive Office
  - 311 Grand Ave, Suite 108
  - Bellingham, WA 98225
  - [tschroed@co.whatcom.wa.us](mailto:tschroed@co.whatcom.wa.us); [thelms@co.whatcom.wa.us](mailto:thelms@co.whatcom.wa.us)
- Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from the contractor.