

**WHATCOM COUNTY
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:
202102022 – 1

Originating Department:	85 Health
Division/Program: (i.e. Dept. Division and Program)	8550 Administration / 851000 Administration
Contract or Grant Administrator:	Melissa Morin
Contractor's / Agency Name:	DH

Is this a New Contract?	If not, is this an Amendment or Renewal to an Existing Contract?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:	202102022	

Does contract require Council Approval?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	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?	If yes, grantor agency contract number(s):	CFDA#:	21.019 & 93.268
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			

Is this contract grant funded?	If yes, Whatcom County grant contract number(s):	201801023
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		

Is this contract the result of a RFP or Bid process?	If yes, RFP and Bid number(s):	21-03	Contract Cost Center:	660430 / 627221
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				

Is this agreement excluded from E-Verify?	No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>
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If YES, indicate exclusion(s) below:

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

Contract Amount:(sum of original contract amount and any prior amendments):	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"> 1. Exercising an option contained in a contract previously approved by the council. 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. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 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.
\$ 200,000	
This Amendment Amount:	
\$ 106,250	
Total Amended Amount:	
\$ 306,250	

Summary of Scope: This contract provides funding for a social marketing campaign geared toward youth and the spread of COVID-19.

Term of Contract:	8 Months	Expiration Date:	09/30/2021
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Contract Routing:	1. Prepared by:	JT	Date:	06/02/2021
	2. Health Budget Approval	KR/JG	Date:	06/08/2021
	3. Attorney signoff:	RB	Date:	06/29/2021
	4. AS Finance reviewed:	M Caldwell	Date:	6/9/21
	5. IT reviewed (if IT related):		Date:	
	6. Contractor signed:		Date:	
	7. Submitted to Exec.:		Date:	
	8. Council approved (if necessary):	AB2021-343	Date:	
	9. Executive signed:		Date:	
	10. Original to Council:		Date:	

WHATCOM COUNTY CONTRACT AMENDMENT

PARTIES:

Whatcom County
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225

AND CONTRACTOR:
DH
315 W Riverside Avenue, Suite 200
Spokane, WA 99201

CONTRACT PERIODS:

Original: 02/01/2021 – 06/30/2021

Amendment #1: 07/01/2021 – 09/30/2021

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

DESCRIPTION OF AMENDMENT:

1. Extend the term of the contract through 09/30/2021.
2. Replace Exhibit B – Compensation, to reflect the budget for the extended contract period.
3. Funding for the total contract period (02/01/2021 – 09/30/2021) is not to exceed \$306,250.
4. All other terms and conditions remain unchanged.
5. The effective start date of the amendment is 07/01/2021.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT. ALL PARTIES IDENTIFIED AS AFFECTED BY THIS AMENDMENT HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS AMENDMENT. Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and bind the party thereto.

DEPARTMENT HEAD APPROVAL: _____
Erika Lautenbach, Health Department Director Date

APPROVAL AS TO FORM: _____
Royce Buckingham, Prosecuting Attorney Date

FOR THE CONTRACTOR:

Michelle Hege, CEO

Contractor Signature | Print Name and Title | Date

FOR WHATCOM COUNTY:

Satpal Singh Sidhu, County Executive Date

CONTRACTOR INFORMATION:

DH
315 W Riverside Avenue, Suite 200
Spokane, WA 99201
509-444-2350
michelleh@wearedh.com

EXHIBIT “B” – Amendment #1
(COMPENSATION)

I. **Budget and Source of Funding:** Funding for this contract may not exceed \$306,250. Funds under this contract are made available and are subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) and Title V and VI of the CARES Act. This project was supported by a grant awarded by the US Department of the Treasury. Grant funds are administered by the Washington State Department of Health Emergency Preparedness & Response COVID-19 Local CARES and COVID-19 Vaccine Services-CARES Grants (CFDA 21.019 & 93.268).

Item/Task (T) #	Documents Required Each Invoice	Estimated Hours	Total Budget*
Paid Media Buys – T1	Paid invoices or receipts	N/A	\$131,250
Community Partner Toolkit Printing – T3		N/A	\$20,000
Community Partner Coordination/Management – T2	GL Detail; approved progress reports and verification of deliverables completed, as indicated in Exhibit A – Reporting Requirements	255	\$43,400
Social Media Management and Microsite Development – T4		108	\$25,850
Creative Production – T5		132	\$22,500
Video Production/Animation – T6		475	\$37,000
Account/Project Management	GL Detail	154	\$26,250
TOTAL			\$306,250

Changes to the line item budget that exceed 10% of the line item amount, must be approved in writing by the County.

Project Staff	Billing Rate/Hour	Project Staff	Billing Rate/Hour
Partner	\$225	Media Buy Coordination	\$150
Vice President	\$200	Account Executive/Senior Designer	\$150
Account Director/Art Director	\$170	Account Coordinator/Designer	\$135
Copywriter	\$170	Crisis Rate – <i>Work performed under this rate must be approved in writing by the County via email, before commencement</i>	\$300
Media Strategy	\$170		

*Included in the proposed costs above are the following agency fees, where applicable:

Contractor will include a Technology Fee of 8% to all hourly rates (excluding hard costs and other fees) to offset internal and administrative expenses to develop final work product (i.e. subscriptions to media buying and audience intelligence software like PrimeLingo, earned media monitoring software like Cision, Adobe Cloud applications, photo subscriptions, maintaining mobile communication for 24/7 client service, overnight delivery fees, etc).

Contractor will apply a fee when the agency purchases advertising or promotional media on behalf of the client. The fee may be in the form of a (1) Digital Media Management Fee, which is calculated at 20% of gross media buy budget (~25% of net media buy) for digital media (social media, display advertising, SEM advertising, pre-roll or digital video advertising, digital radio advertising, OTT media [HULU, ROKU, etc.] and other digital advertising tactics); or a (2) Traditional Media Management Fee, which is calculated as 15% of gross media buy budget (~17.65% of net media buy) for traditional advertising (newsprint, static billboards, out-of-home displays, AM/FM radio advertising, direct mail and other traditional advertising tactics.)

Contractor will apply a fee of 15% when the agency purchases hard costs and goods on behalf of the client These hard costs or goods may include rentals, software or subscriptions, swag or promotional items, video or photo production costs, campaign-partner fees, etc. The fee is calculated as 15% of the gross hard cost budget (~17.65% of net hard cost buy).

II. Invoicing

1. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 15th of the month following the month of service. Invoices submitted for payment must include the items identified in the table above.
2. The Contractor shall submit invoices to *(include contract/PO #)* HL-BusinessOffice@co.whatcom.wa.us.
3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
4. Invoices must include the following statement, with an authorized signature and date:

I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.

5. Duplication of Billed Costs or Payments for Service: The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.