

**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? Yes No If yes, RFP and Bid number(s): MRSC Roster Contract 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:

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

Contract Amount:(sum of original contract amount and any prior amendments):
 \$ 38,923
 This Amendment Amount:
 \$ 146,984
 Total Amended Amount:
 \$ 186,907

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**:

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.

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

- 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: _____ |

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 _____ 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

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; legal@thevidaagency.com

WHATCOM COUNTY:

Recommended for Approval:

Department Supervisor Date

Approved as to form:

Prosecuting Attorney Date

Approved:

Accepted for Whatcom County:

By: _____
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:

TASK	DETAILS	COST
1: Survey	One digital survey in English and Spanish, including: <ul style="list-style-type: none"> • 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 	8,520.60
2: Creative	<ul style="list-style-type: none"> • Messaging • Informational Material in English and Spanish, including: <ul style="list-style-type: none"> ○ One (1) Project Fact Sheet ○ One (1) Survey Recruitment Flyer • Project Landing Page in English and Spanish • Media and social media graphics in English and Spanish • CBO Digital Outreach Packet in English and Spanish 	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"> • 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 ad 	13,518.60
4: Direct Outreach	<ul style="list-style-type: none"> • Contacting Community Based Organizations to invite them to partner on this effort for recruiting to sessions above and promotion of survey • Informal Gatherings with Tribal Nations • Informal Interviews with Tribal Nations Elders • Listening Sessions with Immigrant Populations • Informal Interviews with Immigrant Population Leaders • Listening Sessions with previously incarcerated individuals and/or their families • Partner Outreach 	47,164.60
5: Reporting	<ul style="list-style-type: none"> • Weekly Updates • One (1) Survey Findings Summary • One (1) Public Engagement Summary 	21,622.60

<i>Service Sub-Total</i>		\$106,696.00
REIMBURSABLE EXPENSES		
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"> • Event Expenses (facility, refreshments, etc.): \$5,000 • Travel Expenses: \$1,048 • Printing and Additional Materials: \$500 • Participants at focus groups, sessions or other activities will be compensated for their time at no more than \$100 per person 	20,788.00
Media Spend	Ad buys and paid media	18,000.00
Transcreation	Spanish transcreation for all creative material	1,500.00
TOTAL		\$146,984.00

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
			\$106,696

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 15th 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; 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.