



**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**

TO: Board of County Commissioners
Mark McCauley, County Administrator

FROM: Bonnie Obremski, Intellectual and Developmental Disabilities Coordinator

DATE:

SUBJECT: Agenda item – Photo Licensing Agreement with Gatheringplace for one-time use of six artwork images to create JCPH-branded stickers as giveaways for Connectivity Summit, \$300

STATEMENT OF ISSUE:

Jefferson County Public Health, Intellectual and Developmental Disabilities Program, requests Board approval of a photo license agreement with Gatheringplace to create JCPH-branded stickers to attract visitors to the Jefferson County Intellectual and Developmental Disabilities Program booth during the Connectivity Summit on March 7 and 8, 2025. Jefferson County intends to reimburse Gatheringplace for the one-time use of six images at \$50/image for \$300 total.

ANALYSIS/STRATEGIC GOALS/PROS and CONS:

Gatheringplace is a nonprofit organization that provides services to people living with disabilities in Jefferson County. The images they would provide showcase work by people living with intellectual and developmental disabilities.

FISCAL IMPACT/COST BENEFIT ANALYSIS:

The vinyl stickers are an outreach tool and thus help fulfill a contract the County holds with the Washington State Division of Vocational Rehabilitation (DVR) to promote the School-to-Work program, which is a service that is newly offered in Jefferson County.

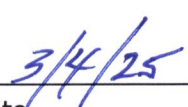
RECOMMENDATION:

JCPH management requests approval of the photo licensing agreement with Gatheringplace.

REVIEWED BY:



Mark McCauley, County Administrator



Date

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Gatheringplace

Contract No: DD-25-012

Contract For: Photo licensing

Term: upon signing - 3/15/2025

COUNTY DEPARTMENT: Public Health

Contact Person: Bonnie Obremski

Contact Phone: x410

Contact email: BonnieO@co.jefferson.wa.us

AMOUNT: \$300

Revenue:

Expenditure: \$300

Matching Funds Required:

Sources(s) of Matching Funds

Fund # 127

Munis Org/Obj 12756800

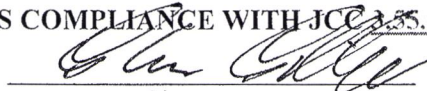
PROCESS:

- ☐ Exempt from Bid Process
- ☐ Cooperative Purchase
- ☐ Competitive Sealed Bid
- ☐ Small Works Roster
- ☐ Vendor List Bid
- ☐ RFP or RFQ
- ☐ Other:

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 35.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☒ N/A: ☐


Signature

Feb. 26, 2025

Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☒ N/A: ☐


Signature

Feb. 26, 2025

Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 2/27/2025.
I agree with the PAO's comments.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 2/27/2025.
Non-standard language. Low risk based on contract type and cost.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

PHOTO LICENSING (LICENSE) AGREEMENT

This Photo License Agreement (this "Agreement") is made as of this ____ day of _____, 2025 (the "Effective Date") by and between Gatheringplace ("Photographer") and Jefferson County Public Health ("Client"). The parties agree as follows:

1. License. Photographer hereby grants to Client an exclusive, limited license to use the following work (the "Photos"):

(A). Calendar Images - January, May, August, November, April, March

Client is authorized to use the Photos solely for the limited purposes of Printed materials such as stickers in the following regions (the "Territory"):

Other uses beyond stickers will need written permission.

2. Ownership of Photos. Client agrees that, subject to the rights and licenses granted herein, Photographer is, and will remain, the sole and exclusive owner of all right, title, and interest, throughout the world, to all Photos and any copies of the Photos. Except as expressly provided in this Agreement, Photographer reserves all rights and licenses not expressly granted in this Agreement.

3. Fee. Client shall pay a fee in the amount of \$50 per image in consideration for the rights and licenses granted herein.

Payment shall be made within thirty (30) days of the due date. In the event any payment is collected at law or through an attorney-at-law, or under advice therefrom, or through a collection agency, Client agrees to pay all costs of collection, including, without limitation, all court costs and reasonable attorney's fees.

4. Restrictions on Use. Client will not use the Photos for any of the following purposes:

(A). No Unlawful Use. Client will not use the Photos in any unlawful manner, such as pornography or defamation.

(B). No Products for Resale. Client will not use the Photos in any goods or products where the Photos are the primary value.

(C). No Sublicenses. Client will not sublicense the Photos without the prior written permission of Photographer.

5. Photo Notice and Markings. Client does need to include a photo credit or copyright notice on the Photos and is requested by the Photographer.

6. Limitations of Liability. EXCEPT FOR ANY REMEDIES THAT CANNOT BE EXCLUDED OR LIMITED BY LAW, NEITHER PARTY, NOR ANY AFFILIATE, WILL BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY, ANY AFFILIATE OR OTHER THIRD PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, RELIANCE, OR PUNITIVE DAMAGES OR LOST OR IMPUTED PROFITS, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. THIS LIMITATION OF LIABILITY MAY NOT BE VALID IN SOME STATES. CLIENT MAY HAVE RIGHTS THAT CANNOT BE WAIVED UNDER CONSUMER PROTECTION AND OTHER LAWS. PHOTOGRAPHER DOES NOT SEEK TO LIMIT CLIENT'S WARRANTY OR REMEDIES TO ANY EXTENT NOT PERMITTED BY LAW.

7. Term. This Agreement will commence on the Effective Date and will continue in full force and effect for an initial period of 1 year.

8. Termination. Either party may terminate this Agreement immediately upon delivery of written notice to the other party specifying clearly the grounds for termination if the other party commits a material breach of its obligations under this Agreement and fails to cure the breach within thirty (30) days after written notice of the breach is received by the breaching party. For the avoidance of doubt, termination will be without prejudice to any liability incurred prior to the effective date of termination.

9. Assignment. This Agreement may not be assigned by Client without Photographer's prior written consent. Photographer may assign this Agreement, in whole or in part, to any affiliate or successor.

10. Severability. In any provision of this Agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction, the remainder of the Agreement will be valid and enforceable and the parties will negotiate in good faith a substitute, valid and enforceable provision which most nearly puts into effect the intent of the parties.

11. No Waiver. This Agreement may not be altered, modified, or amended in any way except in writing signed by both parties. The failure of a party to enforce any provision of the Agreement will not be construed to be a waiver of the right of such party to thereafter enforce that provision or any other provision or right.

12. Entire Agreement. This Agreement represents and constitutes the entire agreement between the parties, and supersede and merge all prior negotiations, agreements, and understandings, oral or written, with respect to any and all matters between the parties.

13. Governing Law. The parties hereby agree that this Agreement will be governed by, and construed and enforced in accordance with the laws of the State of Washington, without reference to rules governing choice of law.

14. Disputes. Any dispute arising from this Agreement shall be resolved through mediation.

15. Attorneys' Fees. If either party brings legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover from the other party its expenses (including reasonable attorneys' fees and costs) incurred in connection with the action and any appeal.

16. Notices. All notices, demands or other communications to be given under this Agreement be either Party to the other may be effected either by personal delivery in writing or by U.S. mail, registered or certified, postage prepaid with return receipt requested. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of two (2) days after mailing.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

Dated: _____

February 18, 2025

Linda L. Ferris
Photographer Signature

Linda L. Ferris
Gatheringplace

Photographer Full Name

Client Signature

Heidi Eisenhour

Client Full Name

Approved as to form only:

Chair, Board of County Commissioners
Jefferson County Washington

Philip C. Hunsucker for 02/27/2025
Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney
Jefferson County Washington