



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

TO: Board of County Commissioners
Mark McCauley, County Administrator

FROM: Apple Martine, Director of Public Health

DATE:

SUBJECT: Agenda item – Amendment 1 to Professional Services Agreement, The Shape of Things, SPC (DBA Fire & Flow); May 1, 2024 through August 31, 2024; Amendment 1 adds funds of \$10,000 for the performance period of August 1, 2024 and ending August 31, 2024 for a total to be invoiced not to exceed \$17,700.00

STATEMENT OF ISSUE:

Jefferson County Public Health, Community Health Division, requests Board approval of a Professional Services Agreement with The Shape of Things, SPC (DBA Fire & Flow), to provide services: the design, development and deployment of a comprehensive website and associated asset branding design for the Jefferson County Behavioral Health Consortium (BHC); transport historical content from the prior website, "behealthyJefferson.com", to the new website "JeffCoBHC.org"; and the institution of an updated technological approach to hosting the community resources content on JeffCoBHC.org. Amendment 1 increases Jefferson County's financial contribution by \$10,000, for a total to be invoiced not to exceed \$17,700 for the performance period beginning May 1, 2024 through August 31, 2024.

ANALYSIS/STRATEGIC GOALS/PROS and CONS:

This agreement between JCPH and The Shape of Things, SPC (DBA Fire & Flow) is to meet the Health Resources Services Administration (HRSA) Award GA1RH32956 – Rural Communities Opioid Response Program-Implementation (RCORP-I) grant requirements to provide for the development of sustainable Consortium website, as a part of the work outlined in the Behavioral Health Consortium's strategic plan to improve the County's substance use and mental health prevention, treatment and recovery rates.

FISCAL IMPACT/COST BENEFIT ANALYSIS:

This agreement is funded by HRSA award GA1RH39564 (RCORP-I), awarded to JCPH for CHIP, who applied for the grant on behalf of the BHC.

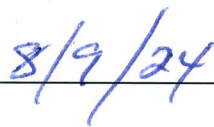
RECOMMENDATION:

JCPH management requests approval of Amendment 1 to the Professional Services Agreement with The Shape of Things, SPC (DBA Fire & Flow); May 1, 2024 through August 31, 2024; to increase funding by \$10,000 for total to be invoiced not to exceed \$17,700.

REVIEWED BY:



Mark McCauley, County Administrator



Date

CONTRACT REVIEW FORM
(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: The Shape of Things SPC (DBA Fire & Flow) **Contract No:** AD-24-019-A1
Contract For: BHC website: design, development, Amendment 1 **Term:** 5/1/2024 - 8/31/2024

COUNTY DEPARTMENT:	<u>Public Health</u>
Contact Person:	<u>Apple Martine</u>
Contact Phone:	<u>#443</u>
Contact email:	<u>amartine@co.jefferson.wa.us</u>

AMOUNT: additional \$10,000 for a total of \$17,700
Revenue: _____
Expenditure: \$10,000
Matching Funds Required: _____
Sources(s) of Matching Funds _____
Fund # _____
Munis Org/Obj _____

PROCESS:

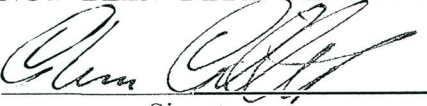
☐	Exempt from Bid Process
☐	Cooperative Purchase
☐	Competitive Sealed Bid
☐	Small Works Roster
☐	Vendor List Bid
☐	RFP or RFQ
☒	Other: <u>sole source</u>

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☒ **N/A:** ☐  Aug. 5, 2024
Signature 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:** ☐  Aug. 8, 2024
Signature Date

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

Electronically approved by Risk Management on 8/7/2024.
Contract amendment.

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

Electronically approved as to form by PAO on 8/8/2024.
(1) Contract amendment; (2) PH will revise the certification date for debarment to a current date. Contingent upon the change, PAO approves the contract as to form.

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

**Contract Amendment #1
Between
Jefferson County Public Health
And
Fire & Flow**

WHEREAS, The Shape of Things SPC (DBA Fire & Flow) (Contractor) entered into an agreement on May 1, 2024 for Professional Services, to perform the following Project: the design, development and deployment of a comprehensive website and associated asset branding design to support the Jefferson County Behavioral Health Consortium (BHC), a non-profit consortium aimed at enhancing the behavioral health system within Jefferson County; and

WHEREAS, the parties desire to amend the terms of that agreement;

IT IS AGREED BETWEEN BOTH PARTIES AS NAMED HEREIN AS FOLLOWS:

1. The above-referenced agreement's statement of work will be expanded to include the transport of historical content from the prior websites to the new website, JeffCoBHC.org; and, the institution of an updated technological approach to hosting and updating the community resources content on JeffCoBHC.org.
2. Additional funding of \$10,000 will be added to this contract's budget for a total contract value of \$17,700.
3. All other terms and conditions of the agreement will remain the same.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

SIGNATURE PAGE

JEFFERSON COUNTY WASHINGTON

Board of County Commissioners
Jefferson County, Washington

By: _____
Kate Dean, Chair Date

SEAL:

ATTEST:

Carolyn Gallaway, Date
Clerk of the Board

Approved as to form only:

 _____
August 8, 2024

Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney

**THE SHAPE OF THINGS, SPC
(dba FIRE & FLOW)**

By: _____
Signature

Name: Heather Moore
Title: President, The Shape of Things, SPC
(DBA Fire & Flow)

Date: _____



fire & flow

Exhibit A

Fire & Flow
Scope of Work
August 3, 2024

Web Design Process

Phase 1:

1. **Strategy & Planning Session.** Evaluate the creative brief, requirements, goals, project planning and identifying design inspiration.
2. **Research** - Survey open source, cloud-deployed CMS tools. (Eg., Contentful, Drupal, Wordpress). Research audience needs and third-party CMS.
3. **Design Template** - design and implement basic design.
4. **Design Rounds (3)** - Three iterations of chosen concept.
5. **Development of Structures and Templates. - design wireframes are implemented**
 - 5-10 Templates (page layout that determines content areas)
6. **Page Implementation & Deployment** - Implement CMS and deploy shell.

Phase 2:

1. **Strategy & Planning Sessions** - roadmap of tasks/priorities for deployment
2. **Research** - priority tables in CMS, members area, member forum, advanced menu
3. **Brand Design** - brand guidelines and color palette; Powerpoint template, brand assets, timeline design; brand graphics/materials updated
4. **Development of Structures and Templates.** - chosen design implemented, including menus, dynamic pages, event calendar, timeline
5. **Page Implementation & Deployment** - transport historical content from previous site to new site; instruction provided for updating the community resources content

Cost Breakdown

Phase 1: Planning, Ideation & CMS Shell Deployment

	Rate	Time	Total
Strategic Planning	\$95/hr	4 hrs	\$380
Research	\$95/hr	6 hrs.	\$570
Design Services	\$125/hr	24 hrs.	\$3000
Development	\$125/hr	30 hrs.	\$3750
			\$7,700

	Rate	Time	Total
Strategic Planning	\$100/hr	5 hrs	\$500
Research	\$100/hr	5 hrs.	\$500
Design Services	\$125/hr	47 hrs.	\$5250
Development	\$125/hr	25 hrs.	\$3500
			\$10,000

Phase 2: Transfer of historical content and the implementation of fully functioning CMS;
Implementation of fully branded website @ JeffCoBHC.org

Optional Deliverables @ Design Services Rate:

- Design Templates
- Print Materials
- Social Media Setup

PROFESSIONAL SERVICES AGREEMENT FOR FIRE & FLOW

THIS PROFESSIONAL SERVICES AGREEMENT ("this Agreement") is entered into between the County of Jefferson, a municipal corporation ("the County"), and The Shape of Things SPC (DBA Fire & Flow) ("the Contractor"), in consideration of the mutual benefits, terms, and conditions specified below.

1. Project Designation. The Contractor is retained by the County to perform the following Project: design, development and deployment of a comprehensive website and associated asset branding design to support the Jefferson County Behavioral Health Consortium (BHC), a non-profit consortium aimed at enhancing the behavioral health system within Jefferson County. This includes an online repository (designed to house an array of consortium resources, such as meeting materials, links to videos, session notes, policy documents, and other pertinent information) as well as additional brand support and facilitation throughout the design process.
2. Scope of Services. Contractor agrees to perform the services identified on Exhibit "A" attached hereto including the provision of all labor.
3. Time for Performance. This Agreement shall commence on 5/1/24 and continue through 8/31/24. Work performed consistent with this Agreement during its term, but prior to the adoption of this Agreement, is hereby ratified. The Contractor shall perform all services pursuant to this Agreement as outlined on Exhibit "A". Time is of the essence in the performance of this Agreement.
4. Payment. The Contractor shall be paid by the County for completed work and for services rendered under this Agreement as follows:
 - a. Payment for the work provided by Contractor shall be made as provided on Exhibit "B" attached hereto, provided that the total amount of payment to Contractor shall not exceed \$ 7,700.00 without express written modification of the Agreement signed by the County.
 - b. Invoices must be submitted by the 10th of the month for the previous month's expenses. Such invoices will be checked by the County, and upon approval thereof, payment will be made to the Contractor in the amount approved. Failure to submit timely invoices and reports pursuant to Exhibit B of the Agreement may result in a denial of reimbursement. Invoices not submitted within 60 days may be denied.
 - c. Final payment of any balance due the Contractor of the total contract price earned will be made promptly upon its ascertainment and verification by the County after the completion of the work and submittal of reports under this Agreement and its acceptance by the County.

- d. Consultant shall provide invoices and necessary backup documentation for all services including timesheets and statements (specifying the services provided). Any indirect charges require the submittal of an indirect cost methodology and rate using 2 C.F.R. Part 255 and 2 C.F.R. Part 230.
 - e. The Contractor's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the County and state for a period of six (6) years after final payments. Copies shall be made available upon request.
5. Ownership and Use of Documents. All non-confidential or de-identified documents, drawings, specifications, and other materials produced by the Contractor in connection with the services rendered under this Agreement shall be the property of the County whether the project for which they are made is executed or not. The Contractor shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Contractor's endeavors. Contractor shall not be held liable for reuse of documents or modifications thereof, including electronic data, by County or its representatives for any purpose other than the intent of this Agreement.
6. Compliance with Laws. Contractor shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this Agreement.
7. Audit. An audit will be submitted to the County upon request. Upon request, Contractor will submit the most recent financial audit within 30 days.
- a. Upon request the County shall have the option of performing an onsite review of all records, statements, and documentation.
 - b. If the County finds indications of potential non-compliance during the monitoring process, the County shall notify Contractor within ten (10) days. County and Contractor shall meet to discuss areas of contention in an attempt to resolve issues.
 - c. Audit will provide statements consistent with the guidelines of Reporting for Other Non-Profit Organizations AICPA SOP 78-10, and is performed in accordance with generally accepted auditing standards and with Federal Standards for Audit of Governmental Organizations, Programs, Activities and Functions, and meeting all requirements of 2 C.F.R. Part 200, as applicable.
8. Indemnification. The Contractor shall defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers (and their marital communities) harmless from any claims, injuries, damages, losses or suits, including attorney's fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine this Agreement is subject to RCW 4.24.115 if liability for damages occurs arising out of

bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the County, its officers, officials, employees, agents and volunteers (and their marital communities) the Contractor's liability, including the duty and cost to defend, shall be only for the Contractor's negligence. It is further specifically understood that the indemnification provided constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. This section shall survive the expiration or termination of this Agreement.

9. Insurance. Prior to commencing work, the Contractor shall obtain at its own cost and expense the following insurance coverage specified below and shall keep such coverage in force during the terms of the Agreement.

a. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$500,000 each occurrence with the County named as an additional insured in connection with the Contractor's performance of this Agreement. This insurance shall indicate on the certificate of insurance the following coverage: (a) Owned automobiles; (b) Hired automobiles; and, (c) Non-owned automobiles.

b. Commercial General Liability Insurance in an amount not less than a single limit of one million dollars (\$1,000,000) per occurrence and an aggregate of not less than two (2) times the occurrence amount (\$2,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in the contract specifications. The insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage:

- i. Broad Form Property Damage, with no employee exclusion;
- ii. Personal Injury Liability, including extended bodily injury;
- iii. Broad Form Contractual/Commercial Liability – including coverage for products and completed operations;
- iv. Premises – Operations Liability (M&C);
- v. Independent Contractors and subcontractors;
- vi. Blanket Contractual Liability.

c. Professional Liability Insurance. The Contractor shall maintain professional liability insurance against legal liability arising out of activity related to the performance of this Agreement, on a form acceptable to Jefferson County Risk Management in the amounts of not less than \$1,000,000 Each Claim and \$2,000,000 Aggregate. The professional liability insurance policy should be on

an "occurrence" form. If the professional liability policy is "claims made," then an extended reporting periods coverage (tail coverage) shall be purchased for three (3) years after the end of this Agreement, at the Contractor's sole expense. The Contractor agrees the Contractor's insurance obligation to provide professional liability insurance shall survive the completion or termination of this Agreement for a minimum period of three (3) years.

- d. The County shall be named as an "additional named insured" under all insurance policies required by this Agreement, except Professional Liability Insurance when not allowed by the insurer.
- e. Such insurance coverage shall be evidenced by one of the following methods:
 - (a) Certificate of Insurance; or, (b) Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.
- f. The Contractor shall furnish the County with properly executed certificates of insurance that, at a minimum, shall include: (a) The limits of coverage; (b) The project name to which it applies; (c) The certificate holder as Jefferson County, Washington and its elected officials, officers, and employees with the address of Jefferson County Public Health 615 Sheridan Street, Port Townsend, WA 98368, and, (d) A statement that the insurance policy shall not be canceled or allowed to expire except on thirty (30) days prior written notice to the County. If the proof of insurance or certificate indicating the County is an "additional insured" to a policy obtained by the Contractor refers to an endorsement (by number or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Contractor to obtain the full text of that endorsement and forward that full text to the County. Certificates of coverage as required by this section shall be delivered to the County within fifteen (15) days of execution of this Agreement.
- g. Failure of the Contractor to take out or maintain any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification of the County.
- h. The Contractor's insurers shall have no right of recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies, with the exception of Professional Liability Insurance, so affected shall protect both parties and be primary coverage for all losses covered by the above described insurance.
- i. Insurance companies issuing the policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of policy.
- j. All deductibles in the above described insurance policies shall be assumed by and be at the sole risk of the Contractor.

- k. Any deductibles or self-insured retention shall be declared to and approved by the County prior to the approval of this Agreement by the County. At the option of the County, the insurer shall reduce or eliminate deductibles or self-insured retention, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- l. Any judgments for which the County may be liable, in excess of insured amounts required by this Agreement, or any portion thereof, may be withheld from payment due, or to become due, to the Contractor until the Contractor shall furnish additional security covering such judgment as may be determined by the County.
- m. Any coverage for third party liability claims provided to the County by a "Risk Pool" created pursuant to Ch. 48.62 RCW shall be non-contributory with respect to any policy of insurance the Contractor must provide in order to comply with this Agreement.
- n. The County may, upon the Contractor's failure to comply with all provisions of this Agreement relating to insurance, withhold payment or compensation that would otherwise be due to the Contractor.
- o. The Contractor's liability insurance provisions shall be primary and noncontributory with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees, and agents.
- p. Any failure to comply with reporting provisions of the insurance policies shall not affect coverage provided to the County, its officers, officials, employees, or agents.
- q. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- r. The Contractor shall include all subcontractors as insured under its insurance policies or shall furnish separate certificates and endorsements for each subcontractor. All insurance provisions for subcontractors shall be subject to all the requirements stated herein.
- s. The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification.
- t. The Contractor shall maintain all required insurance policies in force from the time services commence until services are completed. Certificates, insurance policies, and endorsements expiring before completion of services shall be promptly replaced. All the insurance policies required by this Agreement shall provide that thirty (30) days prior to cancellation, suspension, reduction or

material change in the policy, notice of same shall be given to the Jefferson County Public Health Contracts Manager by registered mail, return receipt requested.

- u. The Contractor shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.
- v. The County reserves the right to request additional insurance on an individual basis for extra hazardous contracts and specific service agreements.

10. Worker's Compensation (Industrial Insurance).

- a. If and only if the Contractor employs any person(s) in the status of employee or employees separate from or in addition to any equity owners, sole proprietor, partners, owners or shareholders of the Contractor, the Contractor shall maintain workers' compensation insurance at its own expense, as required by Title 51 RCW, for the term of this Agreement and shall provide evidence of coverage to Jefferson County Public Health, upon request.
- b. Worker's compensation insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws.
- c. This coverage shall extend to any subcontractor that does not have their own worker's compensation and employer's liability insurance.
- d. The Contractor expressly waives by mutual negotiation all immunity and limitations on liability, with respect to the County, under any industrial insurance act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.
- e. If the County incurs any costs to enforce the provisions of this subsection, all cost and fees shall be recoverable from the Contractor.

11. Independent Contractor. The Contractor and the County agree that the Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. The Contractor specifically has the right to direct and control Contractor's own activities, and the activities of its subcontractors, employees, agents, and representatives, in providing the agreed services in accordance with the specifications set out in this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded County employees by virtue of the services provided under this Agreement, including, but not limited to: retirement, vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or

privileges afforded to Jefferson County employees. The County shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Contractor, or any employee of Contractor.

12. Subcontracting Requirements.

- a. The Contractor is responsible for meeting all terms and conditions of this Agreement including standards of service, quality of materials and workmanship, costs, and schedules. Failure of a subcontractor to perform is no defense to a breach of this Agreement. The Contractor assumes responsibility for and all liability for the actions and quality of services performed by any subcontractor.
- b. Every subcontractor must agree in writing to follow every term of this Agreement. The Contractor must provide every subcontractor's written agreement to follow every term of this Agreement before the subcontractor can perform any services under this Agreement. The Public Health Director or their designee must approve any proposed subcontractors in writing.
- c. Any dispute arising between the Contractor and any subcontractors or between subcontractors must be resolved without involvement of any kind on the part of the County and without detrimental impact on the Contractor's performance required by this Agreement.

13. Covenant Against Contingent Fees. The Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. Discrimination Prohibited. The Contractor, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, gender, sexual orientation, marital status, sex, or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

15. No Assignment. The Contractor shall not sublet or assign any of the services covered by this Agreement without the express written consent of the County. Assignment does not include printing or other customary reimbursable expenses that may be provided in an agreement.

16. NonWaiver. Waiver by the County of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

17. Termination.

- a. The County reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Contractor.
- b. In the event of the death of a member, partner, or officer of the Contractor, or any of its supervisory personnel assigned to the project, the surviving members of the Contractor hereby agree to complete the work under the terms of this Agreement, if requested to do so by the County. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Contractor and the County, if the County so chooses.
- c. The County reserves the right to terminate this contract in whole or in part, with 10 days' notice, in the event that expected or actual funding from any funding source is withdrawn, reduced, or limited in any way after the effective date of this agreement. In the event of termination under this clause, the County shall be liable for only payment for services rendered prior to the effective date of termination.

18. Notices. All notices or other communications which any party desires or is required to give shall be given in writing and shall be deemed to have been given if hand-delivered, sent by facsimile, email, or mailed by depositing in the United States mail, prepaid to the party at the address listed below or such other address as a party may designate in writing from time to time. Notices to the County shall be sent to the following address:

Jefferson County Public Health Department
615 Sheridan Street
Port Townsend, WA 98368

Notices to Contractor shall be sent to the following address:

Fire & Flow
1240 W. Sims Way #63
Port Townsend, WA 98368

19. Integrated Agreement. This Agreement together with attachments or addenda represents the entire and integrated Agreement between the County and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. No representation or promise not expressly contained in this Agreement has been made. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, by the County within the scope of this Agreement. The Contractor ratifies and adopts all

statements, representations, warranties, covenants, and agreements contained in its proposal, and the supporting material submitted by the Contractor, accepts this Agreement and agrees to all of the terms and conditions of this Agreement.

20. Modification of this Agreement. This Agreement may be amended only by written instrument signed by both County and Contractor.
21. Disputes. The parties agree to use their best efforts to prevent and resolve disputes before they escalate into claims or legal actions. Any disputed issue not resolved pursuant to the terms of this Agreement shall be submitted in writing within 10 days to the County Risk Manager, whose decision in the matter shall be final, but shall be subject to judicial review. If either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this Agreement, each party in such action shall bear the cost of its own attorney's fees and court costs. Any legal action shall be initiated in the Superior Court of the State of Washington for Jefferson County. The parties agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The Contractor hereby consents to the personal jurisdiction of the Superior Court of the State of Washington for Jefferson County.
22. Section Headings. The headings of the sections of this Agreement are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of the sections or this Agreement.
23. Limits of Any Waiver of Default. No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.
24. No Oral Waiver. No term or provision of this Agreement will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.
25. Severability. Provided it does not result in a material change in the terms of this Agreement, if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application this Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law.
26. Binding on Successors, Heirs and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties' successors in interest, heirs, and assigns.
27. No Assignment. The Contractor shall not sell, assign, or transfer any of rights obtained by this Agreement without the express written consent of the County.

28. No Third-party Beneficiaries. The parties do not intend, and nothing in this Agreement shall be construed to mean, that any provision in this Agreement is for the benefit of any person or entity who is not a party.
29. Signature in Counterparts. The parties agree that separate copies of this Agreement may be signed by each of the parties and this Agreement shall have the same force and effect as if all the parties had signed the original.
30. Facsimile and Electronic Signatures. The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.
31. Arms-Length Negotiations. The parties agree that this Agreement has been negotiated at arms-length, with the assistance and advice of competent, independent legal counsel.
32. Public Records Act. Notwithstanding the provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, Chapter 42.56 RCW, as may hereafter be amended, the Contractor agrees to maintain all records constituting public records and to produce or assist the County in producing such records, within the time frames and parameters set forth in state law. The Contractor further agrees that upon receipt of any written public record request, Contractor shall, within two business days, notify the County by providing a copy of the request per the notice provisions of this Agreement.
33. Confidentiality. With respect to all information relating to County that is confidential and clearly so designated, as required by the Health Insurance Portability and Accountability Act (HIPAA) and any other applicable privacy laws, the Contractor agrees to keep such information confidential. The Contractor shall not disclose, transfer, or sell any such information to any party, except as provided by law or, in the case of personal information, with the prior written consent of the person to whom the personal information pertains. The Contractor shall maintain the confidentiality of all personal information and other information gained by reason of this Agreement, and shall return or certify the destruction of such information if requested in writing by Jefferson County. This Agreement, once executed, will be a "public record" subject to production to a third party if same is requested pursuant to the Washington Public Records Act, Chapter 42.56 RCW, as may hereafter be amended.
34. Criminal History/Background Check. Each of the Contractor's employees, the employees of any of the Contractor's approved subcontractor, or volunteers used by the Contractor shall submit to a Washington State Patrol fingerprint identity and criminal history check before they are authorized to perform services for the Project. The County agrees to bear all reasonable costs incurred in the performance of this fingerprint identity and criminal history check. Contractors who may or will have regular access or limited access to any juveniles shall also:

- a. Require that each of the Contractor's employees, the employees of any of the Contractor's approved subcontractor, or volunteers used by the Contractor undergo not less often than once every three (3) years another Jefferson County approved criminal history and background check;
- b. Ensure all employees, subcontractors, or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the new crimes included in RCW 9A.44, Sexual Offense;
- c. Sign the Contractor Requirements for Responding to Situation of Sexual Misconduct Form, and shall submit to Jefferson County with signed Agreement.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

SIGNATURE PAGE

JEFFERSON COUNTY WASHINGTON

Board of County Commissioners
Jefferson County, Washington

By: [Signature] 5/6/24
Kate Dean, Chair Date

By: [Signature] 5/6/24
Greg Brotherton, Commissioner Date

By: [Signature] 5/6/24
Heidi Eisenhour, Commissioner Date

SEAL:



ATTEST:

[Signature] 5/6/24
Carolyn Gallaway, Date
Clerk of the Board

Approved as to form only:

[Signature] April 24, 2024
Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney

**THE SHAPE OF THINGS, SPC (DBA FIRE
& FLOW)**

By: [Signature]
Signature

Name: Heather Moore

Title: President

Date: 4/29/24



fire & flow

Exhibit A

Fire & Flow
Scope of Work
April 18, 2024

Web Design Process

Phase 1:

1. **Strategy & Planning Session.** Evaluate the creative brief, requirements, goals, project planning and identifying design inspiration.
2. **Research** - Survey open source, cloud-deployed CMS tools. (Eg., Wix, Squarespace, Contentful, Drupal, Wordpress). Research audience needs and third-party CMS.
3. **Design Template** - design and implement basic design.
4. **Design Rounds (3)** - Three iterations of chosen concept.
5. **Development of Structures and Templates.** - **design wireframes are implemented**
 - 5-10 Templates (page layout that determines content areas)
6. **Page Implementation & Deployment** - Implement CMS and deploy shell.



fire & flow

Exhibit B

Fire & Flow
Budget
April 18, 2024

Phase 1: Planning, Ideation & CMS Shell Deployment

	Rate	Time	Total
Strategic Planning	\$95/hr	4 hrs	\$380
Research	\$95/hr	6 hrs.	\$570
Design Services	\$125/hr	24 hrs.	\$3000
Development	\$125/hr	30 hrs.	\$3750
			\$7700

Additional Deliverables @ Design Services Rate:

- HTML Template Design
- Provide Consistent Branding for BHC Presentation, Event Posters & Other Social Media Assets