

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

MOTION NO. 24-023

MOTION AUTHORIZING THE EXECUTIVE TO SIGN THE AGREEMENT FOR PUBLIC
SPEAKING TRAINING SERVICES WITH STORY FRUITION, LLC

WHEREAS, the Snohomish County has the need to develop storytelling and public speaking skills that are culturally appropriate and enhance COVID-19 testing, contact tracing, and/or other mitigation measures (e.g., public health practices and vaccination) in racial and ethnic minority populations and other socially vulnerable populations, including racial and ethnic minority rural communities; and

WHEREAS, Story Fruition, LLC, shall provide Snohomish County storytelling and public speaking training services related to Advancing Health Literacy; and

WHEREAS, the Snohomish County, through its Health Department, previously contracted with Story Fruition, LLC, for training services and wish to continue this partnership; and

WHEREAS, the Snohomish County Health Department currently engages in public health education and health literacy work; and

WHEREAS, these services are core public health services that the Snohomish County Health Department performs; and

WHEREAS, Story Fruition, LLC, and the Snohomish County Health Department wish to enter into an agreement in an amount not to exceed \$123,075.00;

NOW, THEREFORE, ON MOTION, the County Council hereby authorizes the Executive to sign an agreement with Story Fruition, LLC, in substantially the form as that attached hereto as Exhibit A.


PASSED this 31st day of January, 2024.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington



Council Chair

ATTEST:



Deputy Clerk of the Council

EXHIBIT A

CONSULTANT: Story Fruition, LLC
CONTACT PERSON: Melissa Reaves, CEO/Founder
ADDRESS: 4439 173rd Avenue SE
Bellevue, WA 98006
FEDERAL TAX ID NUMBER/U.B.I. NUMBER: 604-456-636
TELEPHONE/FAX NUMBER: 206-601-8716
COUNTY DEPT: Snohomish County Health Department
DEPT. CONTACT PERSON: Jaime Robb
TELEPHONE/FAX NUMBER: 425-535-5353
PROJECT: Training, Advancing Health Literacy
AMOUNT: \$123,075.00
FUND SOURCE: 125 5 15 625 4101
CONTRACT DURATION: January 1, 2024, through June 30, 2024,
unless extended or renewed pursuant to
Section 2 hereof

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (the “Agreement”) is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”) and STORY FRUITION LLC, a Washington limited liability company (the “Contractor”). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is storytelling and public speaking training. The scope of services is as defined in Schedule A attached hereto and by this reference made a part hereof. This Agreement is the product of County RFP No. 23-067JM Training, Advancing Health Literacy.

The services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Contractor practices or operates at the time the services are performed. The Contractor shall perform the work in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment used by the Contractor in connection with performing the services shall be of good quality. The Contractor represents that it is fully qualified to perform the services to be performed under this Agreement in a competent and professional manner.

The Contractor will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

2. Term of Agreement; Time of Performance. This Agreement shall be effective upon January 1, 2024 (the “Effective Date”) and shall terminate on June 30, 2024. The Contractor shall

commence work upon the Effective Date and shall complete the work required by this Agreement no later than June 30, 2024, PROVIDED, HOWEVER, that the term of this Agreement may be extended or renewed for up to one (1) additional one (1) year terms, at the sole discretion of the County, by written notice from the County to the Contractor, PROVIDED, FURTHER, that the County's obligations after December 31, 2024 are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

3. Compensation.

a. Services. The County will pay the Contractor for services as and when set forth in Schedule B, which is attached hereto and by this reference made a part of this Agreement.

b. Overhead and Expenses. The Contractor's compensation for services set forth in Section 3a above includes overhead and expenses and no separate claims for reimbursement of overhead or expenses will be allowed under this Agreement.

c. Invoices. The Contractor shall submit properly executed invoices to the County no more frequently than monthly. Each invoice shall include an itemization of the dates on which services were provided, including the number of hours and a brief description of the work performed on each such date. Subject to Section 8 of this Agreement, the County will pay such invoices within thirty (30) calendar days of receipt.

d. Payment. The County's preferred method of payment under this contract is electronic using the County's "e-Payable" system with Bank of America. The Contractor is highly encouraged to take advantage of the electronic payment method.

In order to utilize the electronic payment method, the Contractor shall email SnocoEpayables@snoco.org and indicate it was awarded a contract with Snohomish County and will be receiving payment through the County's e-Payable process. The Contractor needs to provide contact information (name, phone number and email address). The Contractor will be contacted by a person in the Finance Accounts Payable group and assisted with the enrollment process. This should be done as soon as feasible after County award of a contract or purchase order, but not exceeding ten (10) business days.

Department approved invoices received in Finance will be processed for payment within seven calendar days for e-Payable contractors. Invoices are processed for payment by Finance two times a week for contractors who have selected the e-Payable payment option.

In the alternative, if the Contractor does not enroll in the electronic ("e-Payable") payment method described above, contract payments will be processed by Finance with the issuance of paper checks or, if available, an alternative electronic method. Alternative payment methods, other than e-Payables, will be processed not more than 30 days from receipt of department approved invoices to Finance.

THE COUNTY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE COUNTY'S VISA PURCHASING CARD (PCARD).

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

e. Payment Method. In addition to Payment section above, the County may make payments for purchases under this contract using the County's VISA purchasing card (PCARD).

Are you willing to accept PCARD payments without any fees or surcharges?

Yes ☒ No ☐

f. Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed \$123,075.00 for the initial term of this Agreement (excluding extensions or renewals, if any).

4. Independent Contractor. The Contractor agrees that Contractor will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The Contractor shall furnish, employ, and have exclusive control of all persons to be engaged in performing the Contractor's obligations under this Agreement (the "Contractor personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Contractor personnel shall for all purposes be solely the employees or agents of the Contractor and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Contractor personnel, the Contractor shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Contractor personnel when required by law.

Because it is an independent contractor, the Contractor shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Contractor agrees to indemnify, defend, and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Contractor and as to all duties, activities, and requirements by the Contractor in performance of the work under this Agreement. The Contractor shall assume exclusive liability therefor and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

5. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films, or any other materials created, prepared, produced, constructed, assembled, made, performed, or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for

hire” as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed, or otherwise produced for or paid for by the County is owned by the Contractor and is not “work made for hire” within the terms of this Agreement.

6. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

7. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: Jaime Robb
 Title: Healthy Communities Specialist
 Department: Snohomish County Health Department
 Telephone: (425) 535-5353
 Email: Jaime.Robb@co.snohomish.wa.us

8. County Review and Approval. When the Contractor has completed any discrete portion of the services, the Contractor shall verify that the work is free from errors and defects and otherwise conforms to the requirements of this Agreement. The Contractor shall then notify the County that said work is complete. The County shall promptly review and inspect the work to determine whether the work is acceptable. If the County determines the work conforms to the requirements of this Agreement, the County shall notify the Contractor that the County accepts the work. If the County determines the work contains errors, omissions, or otherwise fails to conform to the requirements of this Agreement, the County shall reject the work by providing the Contractor with written notice describing the problems with the work and describing the necessary corrections or modifications to same. In such event, the Contractor shall promptly remedy the problem or problems and re-submit the work to the County. The Contractor shall receive no additional compensation for time spent correcting errors. Payment for the work will not be made until the work is accepted by the County. The Contractor shall be responsible for the accuracy of work even after the County accepts the work.

If the Contractor fails or refuses to correct the Contractor’s work when so directed by the County, the County may withhold from any payment otherwise due to the Contractor an amount that the County in good faith believes is equal to the cost the County would incur in correcting the errors, in re-procuring the work from an alternate source, and in remedying any damage caused by the Contractor’s conduct.

The County acknowledges that Contractor’s seminar teaches a set of skills. Contractor cannot guarantee the results of using the skills taught. The County acknowledges that no such warranty is created by this Agreement.

9. Subcontracting and Assignment. The Contractor shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County. Any attempt by the Contractor to subcontract, assign, or delegate any portion of the Contractor’s obligations under this Agreement to another party in violation of

the preceding sentence shall be null and void and shall constitute a material breach of this Agreement.

10. Records and Access; Audit; Ineligible Expenditures. The Contractor shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Contractor. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the Contractor which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the County by the Contractor.

11. Indemnification.

Contractor shall defend, indemnify, and hold the County harmless from and against all claims, demands, losses, damages or costs, including but not limited to damages arising out of bodily injury or death to persons and damage to property, caused by or resulting from:

- the sole negligence or willful misconduct of Contractor, its officers, employees, agents or subcontractors;
- the concurrent negligence of Contractor, its officers, employees, agents or subcontractors but only to the extent of the negligence of Contractor, its officers, employees, agents or subcontractors;
- the negligent performance or non-performance of the contract by the Contractor; or
- the use of any design, process, or equipment that constitutes an infringement of any patent in effect, or violates any other intellectual proprietary interest, including copyright, trademark, and trade secret.

The above indemnification obligations shall include, but are not limited to, all claims against the County and its officers, officials, employees and agents by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

12. Insurance Requirements. The Contractor shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

a. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors, and Omissions coverage, if applicable, may be written on a "claims made" basis. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this Section 12, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. No Limitation on Liability. The Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage at least as broad as, and with limits no less than:

(i) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

(ii) Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;

(iii) Employers' Liability or "Stop Gap" coverage: \$1,000,000.

d. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

(i) The County, its officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

(ii) The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(iii) Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

(iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting

Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

e. Subcontractors. The Contractor shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. **Insurance coverages provided by subcontractors instead of the Contractor as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.**

13. County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

14. Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

15. Employment of County Employees. SCC 2.50.075, "Restrictions on future employment of County employees," imposes certain restrictions on the subsequent employment and compensation of County employees. The Contractor represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of

this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

16. Compliance with Other Laws. The Contractor shall comply with all other applicable federal, state, and local laws, rules, and regulations in performing this Agreement.

17. Compliance with Grant Terms and Conditions. The Contractor shall comply with any and all conditions, terms, and requirements of any federal, state, or other grant, if any, that wholly or partially funds the Contractor's work hereunder.

18. Prohibition of Contingency Fee Arrangements. The Contractor warrants that it 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 it 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 terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

19. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a "force majeure event"), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

20. Suspension of Work. The County may, at any time, instruct the Contractor in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under Section 21 of this Agreement.

21. Non-Waiver of Breach; Termination.

a. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

b. If the Contractor breaches any of its obligations hereunder, and fails to cure the same within ten (10) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Contractor only for the services and corresponding reimbursable expenses, if any, accepted by the County in accordance with Sections 3 and 8 hereof.

c. The County may terminate this Agreement upon twenty (20) business days' written notice to the Contractor for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with Sections 3 and 8 hereof for the services and

corresponding reimbursable expenses, if any, reasonably and directly incurred by the Contractor in performing this Agreement prior to receipt of the termination notice.

d. Termination by the County hereunder shall not affect the rights of the County as against the Contractor provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section 21, waive, release, or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, the County may deduct from the final payment due the Contractor (i) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (ii) any other setoffs or credits including, but not limited to, the costs to the County of selecting and compensating another contractor to complete the work of the Agreement.

22. Notices. All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County:	Snohomish County Health Department 3020 Rucker Ave. Everett, Washington 98201 Attention: Dennis Worsham Department Director
and to:	Snohomish County Purchasing Division 3000 Rockefeller Avenue, M/S 507 Everett, Washington 98201 Attention: Purchasing Manager
If to the Contractor:	Story Fruition, LLC 4439 173 rd Ave. SE Bellevue, WA 98006 Attention: Melissa Reaves, Founder/CEO melissa@storyfruition.com

The County or the Contractor may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

23. Confidentiality. The Contractor shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with the Contractor's performance under this Agreement. The Contractor may use such information solely for the purposes necessary to perform its obligations under this Agreement. The Contractor shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

24. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from

disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

25. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

26. Complete Agreement. The Contractor was selected through the County's RFP or RFQ identified in Section 1. The RFP or RFQ and the Contractor's response are incorporated herein by this reference. To the extent of any inconsistency among this Agreement, the RFP or RFQ, and the Contractor's response, this Agreement shall govern. To the extent of any inconsistency between the RFP or RFQ and the Contractor's response, the RFP or RFQ shall govern.

27. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

28. No Third-Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Contractor. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

29. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

30. Severability. Should any clause, phrase, sentence, or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

31. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Contractor, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Contractor, as the case may be.

32. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

33. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

SNOHOMISH COUNTY:

Harper, Lacey Digitally signed by Harper, Lacey
Date: 2024.01.31 11:30:04 -08'00'
County Executive Director Date


Approved as to insurance
and indemnification provisions:

Barker, Sheila Digitally signed by Barker, Sheila
Date: 2024.01.17 08:21:22 -08'00'
Risk Management Date

Approved as to form only:

Rebecca J. Guadamud Digitally signed by Rebecca J.
Guadamud
Date: 2024.01.09 11:28:00 -08'00'
Deputy Prosecuting Attorney Date

STORY FRUITION, LLC:

 1/4/2024
Melissa Reaves Date
Founder/CEO

Approved as to form only:

Legal Counsel to the Contractor Date

COUNCIL USE ONLY	
Approved	<u>1/31/2024</u>
ECAF #	<u>2024-0045</u>
MOT/ORD	<u>Motion 24-023</u>

Schedule A Scope of Services

The County, acting through its employees and subcontractors, has the need to develop storytelling and public speaking skills that are culturally appropriate and enhance COVID-19 testing, contact tracing, and/or other mitigation measures (e.g., public health practices and vaccination) in racial and ethnic minority populations and other socially vulnerable populations, including racial and ethnic minority rural communities. The Contractor specializes in developing storytelling and public speaking skills through its storytelling workshops, master mind sessions, and showcase activities. Based on the foregoing and for the purposes of this Agreement, the Contractor will provide the following services to the County, including its employees and designated subcontractors:

Phase 1: Contractor Health Literacy and Health Equity Training. The County will provide a one-hour virtual training to Contractor for the purposes of increasing the Contractor's knowledge of health literacy, especially as it pertains to COVID-19. This training is designed to enhance the workshops and master mind sessions the Contractor will be giving to the County's employees and subcontractors.

Phase 2: Storytelling Workshops. Contractor will lead two storytelling workshops designed to train elevated communication skills that create powerful stories, referred to as "Mind Movies," for greater impact. In January, the core Storytelling Workshop is a 4-hour workshop that is held in person. Contractor will provide additional coaches to help facilitate and aid attendees. Attendees will be taught Contractor's "Mind Movie" method, will be provided with prompts to help start drafting their own story, and will have an opportunity to tell their story and have it replayed using the Contractor's "Mind Movie" method. In April, a second 2-hour workshop on Data Storytelling will be conducted in person to participants who regularly deliver formal presentations using visual slides. The goal is to teach them how to stay in control of their audience's active listening skills and absorb their message easier.

Phase 3: Master Mind Sessions. Following the Storytelling Workshop, Contractor will lead 90-minute virtual meetings with County employees and designated subcontractors with the goal to practice and apply the Storytelling Workshop lessons to real case stories through which attendees have experience (all identifying information to be removed). There will be ten Master Mind Sessions total, comprised of four groups of five individuals with each group meeting for two Master Mind Sessions. Each four-person group is a "Master Mind" pod. The County will designate the participants for each "Master Mind" pod.

For each "Master Mind" pod, the first Master Mind Session will be a workshop to obtain group feedback on each attendee's story; the second Master Mind Session will be to polish the stories. Contractor's coaches will then provide a final storyboard for each story. By the end of all Master Mind Sessions, the attendees will have collectively created up to 40 stories.

Phase 4: Open Mic/Storytelling Hour/Mind Movie Makers Chapter. These sessions will teach attendees how to create metaphors or analogies to help a wide-ranging audience understand the health message spontaneously and will teach how to create quick images that spark pictures

and emotional connection in the listeners minds that last for maximum impact. The bi-weekly meetings will vary in size depending on the needs of the attendees.

Phase 5: One-on-One Sessions. One-on-one sessions will be offered to County subcontractors, subrecipients, and County employees, that are chosen by agreement between Story Fruition, the Health Department, and partner/subrecipient organization representatives to present in the Phase 6 Showcase (a “Presenter”). These sessions will include a detailed review of the Presenter’s storyboard and will focus on further refinement of each Presenter’s story. The one-on-one sessions will be virtual and held twice per Showcase person and last approximately 60 minutes.

Phase 6: Showcase. This two-hour event can include guests from the County and its subcontractors to showcase two stories from each Master Mind Session team to show what they have learned. This can be either virtual or in person. Storytelling is a public skillset, and this showcase is important for the teams to see their communication expansion in action. The actual showcase event will last two hours, with the third hour will be spent as an “open mic” session to provide an opportunity for participants that did not present to share their story and allow for further discussion and reflection.

Phase 7: Survey. Each attendee of the Master Mind Sessions and workshop attendees will be sent surveys to learn what worked and what improvements can be made. This information is mutually shared between Contractor and the County.

Phase 8: Additional Program Resources. Contractor will provide 100 books and companion journals for the new 2024 participants. These will be available at the first workshop. In addition, each County participant will get individual access to The Storyteller’s Mind Movie Method online course when they provide their email address to Contractor.

The parties acknowledge that Contractor has no way to guarantee the accuracy of story information shared by participants, and as such that Contractor and its coaches have no responsibility for the accuracy thereof. Contractor cannot guarantee how third parties will receive these presentations. Therefore, Contractor and its coaches have no responsibility for and make no guarantees or warranties regarding the effectiveness of a third-party response to presentations prepared through Contractor. Contractor cannot verify the ownership or user rights to any intellectual property attendees choose to include in their presentations.

Schedule B
Payment Schedule

Q1: PERSONAL STORYTELLING	Jan	Feb	Mar	Q 1 total
4-hour Personal Storytelling Workshop (up to 100 attendees)	12750			\$12,750.00
Select Master Minds (up to 5 attendees/pods)				
Pod 1	843.75	843.75		\$1,687.50
Pod 2	843.75	843.75		\$1,687.50
Pod 3	843.75	843.75		\$1,687.50
Pod 4	843.75	843.75		\$1,687.50
Pod 5	843.75	843.75		\$1,687.50
Pod 6	843.75	843.75		\$1,687.50
Pod 7	843.75	843.75		\$1,687.50
Pod 8	843.75	843.75		\$1,687.50
Pod 9	843.75	843.75		\$1,687.50
Pod 10	843.75	843.75		\$1,687.50
Private 1:1 coaching for Showcase				
Storyteller 1		500	500	\$1,000.00
Storyteller 2		500	500	\$1,000.00
Storyteller 3		500	500	\$1,000.00
Storyteller 4		500	500	\$1,000.00
Storyteller 5		500	500	\$1,000.00
Storyteller 6		500	500	\$1,000.00
Storyteller 7		500	500	\$1,000.00
Storyteller 8		500	500	\$1,000.00
Storyteller 9		500	500	\$1,000.00
Storyteller 10		500	500	\$1,000.00
Open Mic/Storytelling Office Hour	500	1000	1000	\$2,500.00
Book and Companion Journal	3200			\$3,200.00
Health Lit Training to Story Fruition 7-person team (early January)	6000			\$6,000.00
Full Access Online Video Course	5000			\$5,000.00
Personal Storytelling Showcase			4000	\$4,000.00
Admin/Surveys	3000	3000	3000	\$9,000.00
Q1: PERSONAL STORYTELLING Total	\$38,887.50	\$17,437.50	\$13,000.00	\$69,325.00

Q2 DATA STORYTELLING	April	May	June	Q2 Total
2-Hour Data Storytelling for Leadership Workshop	12750			\$12,750.00
Private Presentation Coaching				
Pod 1	2500			\$2,500.00
Pod 2	2500			\$2,500.00
Pod 3	2500			\$2,500.00
Pod 4		2500		\$2,500.00
Pod 5		2500		\$2,500.00
Pod 6		2500		\$2,500.00
Pod 7		2500		\$2,500.00
Pod 8			2500	\$2,500.00
Pod 9			2500	\$2,500.00
Pod 10			2500	\$2,500.00
Open Mic/Story Hour (2x/mo)	1000	1000	1000	\$3,000.00
Showcase of Presentations			4000	\$4,000.00
Admin/Surveys	3000	3000	3000	\$9,000.00
Q2 DATA STORYTELLING Total	\$24,250.00	\$14,000.00	\$15,500.00	\$53,750.00

Training Program Total	Workshop total	Product Total	Admin/Surveys	Total
\$63,375.00	\$25,500.00	\$16,200.00	\$18,000.00	\$123,075.00