

CONSULTANT: Anthro-Tech, Inc.  
CONTACT PERSON: Suzanne Boyd  
ADDRESS: 1107 Harrison Avenue NW  
Olympia, WA 98502  
FEDERAL TAX ID NUMBER/U.B.I. NUMBER: 48-1281671 (EIN) / 602-241-240 (UBI)  
TELEPHONE/FAX NUMBER: (360) 584-9151  
COUNTY DEPT: Information Technology  
DEPT. CONTACT PERSON: Matt Crisler  
TELEPHONE/FAX NUMBER: (425) 388-3162  
PROJECT: Website Redesign Services  
AMOUNT: Not to Exceed \$128,160  
FUND SOURCE: 505.5148804101  
CONTRACT DURATION: One (1) year from contract execution, 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 Anthro-Tech, Inc., a Washington corporation (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 Website Redesign Services. The scope of services is as defined in Schedule A attached hereto (the “SOW”) and by this reference made a part hereof. This Agreement is the product of County RFP No. 23-037BC, Website Redesign Services.

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 execution of this Agreement (the “Effective Date”), shall be performed pursuant to Section VIII Timeline of the SOW, and shall terminate one (1) year from the Effective Date (the “Initial Term”); PROVIDED, HOWEVER, that the term of this Agreement may be extended or renewed for up to six (6) additional months in the event that the work under the SOW is not completed, at the sole discretion of the County, by written notice from the County to the Contractor. The Contractor shall commence work upon the Effective Date, PROVIDED, HOWEVER, that the County’s obligations after December 31, 2023 (the “Funding Date”) are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law. The County shall provide written notice to Contractor no less than five (5) business days prior to the Funding Date if the necessary funds are not appropriated, upon which the County may terminate this Agreement in accordance with Section 21(c).

3. Compensation.

a. Services. The County will pay the Contractor for services under the SOW as and when set forth in the SOW, and as set forth herein.

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. Notwithstanding the above, the Contractor may be reimbursed for the ‘Incremental Fees,’ including but not limited to work to research various participant incentives, as set forth in Table 2 of the SOW.

c. Invoices. Upon completion of each payable milestone as set forth in the SOW (each, a “Milestone”), the Contractor shall submit to the County a properly executed invoice indicating that the Milestone work has been performed and the amount of the flat fee due from the County. Subject to Section 8 of this Agreement, the County will pay the invoice within thirty (30) calendar days of receipt. Any properly-invoiced amounts that are not timely paid shall bear interest at the maximum percentage allowed by law until paid.

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 [SnocoEpaybles@snoco.org](mailto:SnocoEpaybles@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.

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 not 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 \$128,160 for the Initial Term of this Agreement (including extensions or renewals, if any). Increases to the Contract Maximum must be agreed to by both parties and shall follow the change process as set forth in Section 6.

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. Notwithstanding any contrary provision herein, the Contractor retains all right, title, and interest in any training materials developed or furnished under this Agreement; provided, however, the Contractor hereby grants to the County a limited, perpetual, nonexclusive license to copy and use the training materials furnished to the County solely to the extent necessary for its internal reference purposes. This license is neither transferable nor sub-licensable. In the event that there is a public records request for training materials, the County will notify the Contractor prior to disclosure. The County shall not record audio or visual of any training sessions under this Agreement without express written consent of Contractor.

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: David Baxter  
Title: Applications Supervisor  
Department: Information Technology  
Telephone: (425) 388-3243  
Email: [david.baxter@snoco.org](mailto:david.baxter@snoco.org)

8. County Review and Approval. When the Contractor has completed a Milestone, 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 via the "Milestone Acceptance Form" in accordance with the requirements of the SOW. 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 in accordance with the

timeline set forth in Section VI of the SOW. 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 Milestone Acceptance Form 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 the Milestone is accepted by the County in accordance with the SOW. 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.

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.

a. Professional Liability.

The Contractor agrees to indemnify the County and, if any funds for this Agreement are provided by the State, the State and their officers, officials, agents and employees from damages and liability for damages, including reasonable attorneys' fees, court costs, expert witness fees, and other claims-related expenses, arising out of the performance of the Contractor's professional services under this Agreement, to the extent that such liability is caused by the negligent acts, errors or omissions of the Contractor, its principals, employees or subcontractors. The Contractor has no obligation to pay for any of the indemnitees' defense-related cost prior to a final determination of liability or to pay any amount that exceeds Contractor's finally determined percentage of liability based upon the comparative fault of the Contractor, its principals, employees

and subcontractors. For the purpose of this section, the County and the Contractor agree that the County's and, if applicable, the State's costs of defense shall be included in the definition of damages above.

b. Other Liabilities Except Professional Liability.

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County and, if any funds for this Agreement are provided by the State, the State, the Contractor shall indemnify and hold harmless the County and the State, their officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the services and/or deliverables provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the County and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County and, if applicable, the State, on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State 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 and, if applicable, the State, 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.

In the event that the County or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

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) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;

(iii) 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;

(iv) 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, or undertakes diligent efforts to take corrective action, 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. The County shall also (i) pay the Contractor for any Milestones completed as of the termination date, even if not yet approved by the County; and (ii) reimburse the Contractor for any 'Incremental Fees,' as set forth in Table 2 of the SOW, to the extent incurred by the Contractor prior to the termination date.

c. The County may terminate this Agreement upon two (2) business days' written notice to the Contractor for any reason other than stated in subparagraph b above, in which case payment shall be made by the Agency for all work performed by the Contractor prior to the termination date 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. The Contractor shall be compensated on an hourly rate not to exceed \$250 per hour, in the event that the Contract was terminated prior to completing an applicable Milestone.

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 any damages, expenses or costs arising out of any such violations, breaches or non-performance.

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 Information Technology  
  3000 Rockefeller Avenue, M/S 709  
  Everett, Washington 98201  
  Attention:     Dee White  
  IT Contract Specialist

and to:   Snohomish County Purchasing Division  
  3000 Rockefeller Avenue, M/S 507  
  Everett, Washington 98201

Attention: Purchasing Manager

If to the Contractor: Anthro-Tech, Inc.  
1107 Harrison Avenue NW  
Olympia, WA 98502  
Attention: Suzanne Boyd  
Founder and CEO

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 identified in Section 1. The RFP and the Contractor’s response are incorporated herein by this reference. To the extent of any inconsistency between this Agreement and the SOW, or between the SOW and the RFP or the Contractor’s response, the SOW shall govern. To the extent of any inconsistency among this Agreement, the RFP, and the Contractor’s response, this Agreement shall govern. To the extent of any inconsistency between the RFP and the Contractor’s response, the Contractor’s response 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:

ANTHRO-TECH, INC.:

\_\_\_\_\_  
County Executive Ken Klein Date  
Executive Director

  
\_\_\_\_\_  
Suzanne Boyd Date  
Founder and CEO

Approved as to insurance

<b>COUNCIL USE ONLY</b>	
Approved	<u>1/2/2024</u>
ECAF #	<u>2023-1299</u>
MOT/ORD	<u>Motion 23-564</u>

and indemnification provisions:

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Risk Management	Date
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## **SCHEDULE A**

### **Web Redesign Services Statement of Work**

#### **I. DEFINITIONS**

Capitalized terms used in this Schedule A and not otherwise defined herein have the meanings defined for them in the Agreement. When used herein with initial capitalization, whether in singular or plural, the following terms shall have the following meanings:

- 1.1 "Acceptance" and "Accepted" means the work and/or deliverables substantially satisfy the functions and specifications agreed to by both parties and as described herein.

#### **II. BACKGROUND**

The County currently has approximately 7,000 active webpages, 100,000 documents / images, and 100 webforms across multiple websites - all hosted on CivicPlus; there is a main County website, and websites for Airport, Fair, and the Health Department. The combined traffic to all sites is approximately 1.5 million users/month. Much of this is managed by Snohomish County Central IT, but the ability to create pages and change content has been delegated to publishers throughout the County, which includes 29 separate departments/offices and many lines of business. The primary focus of the work funded by this Agreement is the main County website, but all websites are being included in the scope for awareness, evaluation, and understanding impacts to navigation, or other design elements.

The County websites have grown over time without a defined information architecture. In addition, the County has not followed consistent publishing guidelines for creating and maintaining content. This has led to an experience that makes information hard to find, and the overall experience is inconsistent, which does not meet the County's customers' needs or expectations.

#### **III. WORK**

Contractor shall perform the following tasks and deliverables:

- 1. Kick-off and discovery**
- 2. Customer survey**
- 3. Comparative review**
- 4. Information architecture sitemap**
- 5. Redesign roadmap**
- 6. Project management**

##### **Milestone 1. Kick-off and Discovery**

Contractor shall conduct a virtual or in-person kick-off with County project team to discuss project objectives, timelines, team roles, and responsibilities. This includes 1) drafting a plan to share information and project status updates, 2) submitting deliverables, and 3) scheduling any meetings as necessary.

Contractor shall also assess existing data about the main County website, including site usage and target audiences, size (pages, supported applications), current technical platform, and governance to inform an understanding of the current state, scope, and priorities for improvements.

##### **Contractor Deliverables**

- Facilitate kick-off meeting with County project team
- Provide project timeline to County for review and approval (*RFP deliverable: project timeline*)
- Set up collaboration plan for sharing information and project status updates, submit deliverables, and schedule any meetings as necessary (*RFP deliverable: collaboration mechanism*)

## **County Acceptance**

Kick-off meeting has been held, project timeline has been provided to County, and collaboration mechanism has been set up.

## **Milestone 2. Customer Survey**

Contractor shall design, conduct, and analyze an online customer survey that includes representative users of the website to help understand users' behaviors and needs. The survey shall gather data on customer demographics, top tasks, frequency, satisfaction, current pain points, and suggestions for improving the site. As part of the analysis, Contractor shall conduct an audience segmentation to better understand the content each audience needs.

Contractor shall work with the County to distribute the survey to representative users. County and Contractor shall discuss options to incentivize user participation.

### **Contractor Deliverables**

- Conduct programmed survey
- Conduct recruitment and honoraria
- Analyze all raw data
- Provide survey report of findings to County project team

## **County Acceptance**

Customer survey is completed, analyzed and report of findings has been provided to County project team.

## **Milestone 3. Comparative Review**

Contractor shall conduct a comparative review of four comparable agencies' and organizations' websites to identify user experience (UX) and user interface (UI) best practices and how to best leverage those practices. County and Contractor shall agree on the comparable agencies and organizations before the review begins. Contractor shall focus on identifying best-in-class examples of high-value features, information architecture, navigation and usability, accessibility, easy-to-understand content, imagery, and integration of third-party systems. The review shall generate ideas and a vision for a redesigned website.

### **Contractor Deliverables**

- Comparative analysis table (*RFP deliverable: current state report: benchmark of County website*)
- Summary of findings and recommendations (*RFP deliverable: current state report: recommendations and best practices*)

## **County Acceptance**

Comparative analysis has been completed and summary of findings and recommendations has been provided to County project team.

## **Milestone 4. Information Architecture Sitemap**

At the conclusion of Milestone 4, Contractor shall provide County an information architecture (IA) sitemap. An IA sitemap provides a detailed website blueprint for the new site, with recommendations for content hierarchy, site navigation, and labeling, — as well as high-level content requirements. Contractor shall conduct a content inventory, card sort, and tree test to inform the IA sitemap and ensure the new IA supports customers' needs.

### **Milestone 4a. Content Audit Workshop & Guidance**

Contractor shall conduct a content audit workshop to teach the County how to systematically audit their content, determine ROT (redundant, outdated, trivial content) and provide tools and guidance throughout the project. With an understanding of user tasks and needs from the customer survey, Contractor shall work

with the County during the content audit workshop to create a suitable plan for completing the audit of required content from the existing site prior to beginning the rest of the information architecture work. The inventory and sampled audit shall determine what content the site currently has and whether this content is accessible, clear, readable, and easy to find and use.

#### **Contractor Deliverables**

- Plan for content inventory and analysis (number of pages and prioritization of pages)
- Conduct content audit workshop and provide guidance
- Content inventory and audit spreadsheet (led by the County)
  - option for additional consulting services available in accordance with Section VIII)
- Summary of findings and recommendations

#### **County Acceptance**

Content audit workshop and audit is complete, and summary of findings and recommendations has been provided to County.

#### **Milestone 4b. Card Sort Study**

Card sort studies help uncover users' preferred terminology and understanding of how a site works in order to develop a user-centered information architecture. Using the findings from the customer survey and content inventory to identify the main site's key tasks and topics, Contractor shall ask users to group, label, and describe each task or topic in a way that makes sense to them. Contractor shall use responses to create a draft information architecture.

Contractor shall work with the County to distribute the card sort to our representative users. County and Contractor shall discuss options to incentivize user participation.

#### **Contractor Deliverables**

- Programmed card sort
- Recruitment
- Draft IA based on findings

#### **County Acceptance**

Card sort study is complete and draft IA has been provided to County.

#### **Milestone 4c. Tree Test Study**

Tree test studies are a user-centered method to evaluate a site's information architecture. After developing a draft IA using the card sort findings, a tree test presents customers with a text-only version of the draft sitemap and asks them to find items or tasks. Contractor shall 1) use findings from the customer survey to prep the tasks and the study 2) shall produce task success metrics to inform changes to the draft IA.

Contractor shall work with the County to distribute the tree test to our representative users. County and Contractor shall discuss options to incentivize user participation.

#### **Contractor Deliverables**

- Programmed tree test
- Recruitment
- Final IA and sitemap recommendations based on findings (*RFP deliverable: Recommendation report*)

#### **County Acceptance**

Tree test study is complete and final IA and sitemap recommendations have been provided to County.

#### **Milestone 5. Redesign Roadmap**



Informed by the customer survey, comparative review, content inventory, card sort, and tree test, Contractor shall develop a practical roadmap that lays out a path forward based on the synthesized insights. The roadmap shall include:

- Goals and rationale for a Website redesign
- Target customers
- Approach
- Proposed services and methodology
- Deliverables
- Costs
- Timelines
- Agency resource needs and roles
- Training and mentoring needs
- Project governance recommendations

Contractor shall present the insights and roadmap to key decision makers at the County to further support and buy-in for the redesign.

#### **Contractor Deliverables**

- Website redesign roadmap (*RFP deliverable: project plan*)
- Stakeholder presentation (optional)

#### **County Acceptance**

Project plan has been presented to County project team.

#### **Milestone 6. Project Management**

Throughout the duration of the project, Contractor shall provide project management and ongoing consultation to deliver work on time and within budget.

#### **Contractor Deliverables**

- Facilitate meetings, schedule, agendas and to-dos
- Prepare presentations for County project team, leadership, and other key stakeholders
- Facilitate weekly planning sessions
- Facilitate stakeholder check-ins

#### **County Acceptance**

All schedules, agendas, meetings, and presentations have been completed.

#### **IV. ASSUMPTIONS**

- The scope and deliverables of this project is for the primary County website <https://www.snohomishcountywa.gov/> and not any other County web sites
- The County will be able to provide links to the survey, card sort study and tree test on the County website to encourage existing visitors to take part in the research
- The County will assign a project manager
- Completion of the content inventory and audit by the County is key to the 15-week Timeline. Some subsequent Contractor Milestones are contingent on it.

#### **V. PROJECT MANAGEMENT**

Snohomish County project management best practices will be observed, including County change control procedures and as-needed project status update meetings with the participating project team (Contractor / Anthro-Tech, Inc. Website Redesign Services

Statement of Work

County). The County Project Manager and the Contractor will negotiate the acceptance level of project management oversight at the Kick-off Meeting.

## **VI. MILESTONE REVIEW AND ACCEPTANCE**

Upon completion of each milestone, Contractor shall submit a Milestone Acceptance Form – Attachment 1 to the County for review and approval in accordance with this Section VI.

### **1. Milestone Approval**

a. Submission of Milestone. The Contractor shall submit a Milestone Acceptance Form, similar to the form attached hereto as Attachment 1, upon the completion of each Milestone. The Contractor shall send the Milestone Acceptance Form to the County via the following email address: SIS-APSTEAM@co.snohomish.wa.us .

b. Review Period. The County shall have a period of five (5) business day from the date of receipt of the Milestone Acceptance Form to review and approve the applicable Milestone. The County may, within this period, request additional documentation or clarification from the Contractor regarding the completed Milestone.

c. Approval Criteria. The Milestone shall be considered approved upon the following: (i) the signature approval by a representative of the County; or (ii) if the County does not raise any objections or concerns in writing within the specified review period. Approval shall not be unreasonably withheld or delayed. Any objections or concerns raised by the County shall be specific and shall be addressed by the Contractor in a timely manner.

d. Approved Milestone. Upon the County's approval of a Milestone, the Contractor may invoice the County for the payment associated with the approved Milestone in accordance with the Agreement.

### **2. Rejection of Milestone**

a. Grounds for Rejection. If the County has valid and reasonable reasons to believe that the Milestone has not been achieved in accordance with the agreed-upon terms and specifications outlined in this SOW, the County reserves the right to reject the Milestone.

b. Notification of Rejection. If the County decides to reject a Milestone, the County shall provide a written notice to the Contractor specifying the reasons for rejection within the review period mentioned in Section 1(b) above within this Section VI.

### **3. Resubmission of Milestone**

a. Corrective Action. In the event of a rejected Milestone, the Contractor shall promptly address the concerns raised by the County and make necessary corrections or improvements as required.

b. Resubmission. The Contractor shall resubmit the revised Milestone Acceptance Form to the County following corrective action, and the County shall review the Milestone in accordance with the procedure and review period set forth in Section 1 above within this Section VI.

## **VII. ROLLING ESTOPPEL**

County assumes responsibility for providing the resources as indicated in the SOW. County will be conclusively deemed to have fulfilled its obligations, unless it receives a deficiency report from Contractor by the fifteenth (15th) day of the month following the month of the alleged deficiencies and Contractor identifies specific deficiencies in County's fulfillment of its obligations in that report. Deficiencies must be described in terms of how they have affected the specific performance requirement of Contractor.

Contractor is estopped from claiming that a situation has arisen that might otherwise justify changes in the project timetable, the standards of performance under the Agreement. or the price, if Contractor knew of that problem and failed to include it in the applicable report.

In the event Contractor identifies a situation wherein County is impairing Contractor's ability to perform for any reason, Contractor's deficiency report should contain Contractor's suggested solutions to the situation(s). These suggestions should be in sufficient detail so that County project managers can make a prompt decision as to the best method of dealing with the problem and continuing the project in an unimpeded fashion.

If the problem is one that allows Contractor (within the terms of the contract) to ask for changes in the project timetable, the standards of performance, the project price or all of these elements, the Contractor shall submit a change order to the County.

**VIII.TIMELINE**

Contractor and County will develop a mutually agreeable schedule to complete all milestones specified in this SOW and the table below. The project (including all milestones) is estimated to take 15 weeks to complete. A preliminary timeline is outlined in the table below. Contractor will work with the County team to adjust and document a mutually agreeable project schedule shortly after the project kick-off meeting in alignment with the Assumptions outlined in this SOW.

<b>15-week timeline of work by activity and week</b>															
Week	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
<b>Kick-off and discovery</b>															
Kick-off meeting and timeline	x	x													
Assess existing data		x	x												
<b>Customer survey</b>															
Design, conduct, analyze survey			x	x	x	x									
Survey report of findings						x	x								
<b>Comparative review</b>															
Conduct comparative review		x	x	x											
Review findings and recommendations				x	x										
<b>Information architecture sitemap</b>															
Conduct content audit workshop		x													
County conducts content inventory and audit		x	x	x	x	x	x								
Content report and card sort proposal							x	x							
Design, conduct, analyze IA card sort								x	x	x					
Card sort report and tree test proposal										x					
Design, conduct, analyze IA tree test										x	x	x	x		
IA findings and recommendations													x	x	
<b>Redesign roadmap</b>															
Draft estimate and narrative for roadmap										x	x	x	x	x	x

Get feedback and update roadmap																	x	x
Deliver final roadmap																		x
<b>Overall project management</b>																		
Project management	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x

**VIII. FEES**

Invoices may be initiated upon approval of a Milestone Acceptance Form in accordance with Section X above. Contractor shall be paid for each approved Milestone specified in this SOW, in the table below:

Table 1: Milestone Payments

Item	Item Description	Cost per Item
Milestone 1: Kick-off and Discovery	Invoice Net 30 Days from Milestone Acceptance Date	\$5,358
Milestone 2: Customer Survey	Invoice Net 30 Days from Milestone Acceptance Date	\$16,074
Milestone 3: Comparative Review	Invoice Net 30 Days from Milestone Acceptance Date	\$16,074
Milestone 4a: Content Audit Workshop & Guidance	Invoice Net 30 Days from Milestone Acceptance Date	\$16,074
Milestone 4b: Card Sort Study	Invoice Net 30 Days from Milestone Acceptance Date	\$16,074
Milestone 4c: Tree Test Study	Invoice Net 30 Days from Milestone Acceptance Date	\$16,074
Milestone 5: Redesign Roadmap	Invoice Net 30 Days from Milestone Acceptance Date	\$16,074
Milestone 6: Overall Project Management	Invoice Net 30 Days from Milestone Acceptance Date	\$5,358
<b>Total Milestone Payments</b>		<b>\$107,160</b>

The Contractor may also invoice for the Incremental Fees as incurred, as set forth in Table 2 below:

Table 2: Incremental Fees for Optional Additional Work

Item	Item Description	Cost per Item
Additional hourly consulting as requested by County– NTE \$250 per hour. May also be used for direct costs such as research participant incentives and participant recruitment.	Invoiced Monthly as Services are Rendered	NTE \$21,000
<b>Total Incremental Fees Not to Exceed</b>		<b>\$21,000</b>

In the event additional hourly work is needed, County shall provide a written work order request for services to Contractor, who shall provide a quote of hours needed and the cost to accomplish the additional work. Upon receipt of County’s signature on the work order, Contractor shall be authorized to provide additional work as agreed.

**X. PROJECT MANAGERS**

County Project Sponsor (“SCPS”)		Client Engagement Director (“CED”)	
<b>Name:</b>	Matt Crisler, Division Manager – Digital Experience & Innovation	<b>Name:</b>	Suzanne Boyd, Founder & CEO

<b>Address:</b>	Information Technology 3000 Rockefeller Ave Everett, WA 98201	<b>Address:</b>	Anthro-Tech Inc 1107 Harrison Ave NW Olympia, WA 98502
<b>Phone:</b>	(425) 388-3162	<b>Phone:</b>	360-584-9151
<b>Email:</b>	<a href="mailto:Matt.crisler@snoco.org">Matt.crisler@snoco.org</a>	<b>Email:</b>	<a href="mailto:SuzanneBoyd@anthro-tech.com">SuzanneBoyd@anthro-tech.com</a>
<b>County Project Manager (“SCPM”)</b>		<b>Contractor Project Manager (“CPM”)</b>	
<b>Name:</b>	David Baxter, Applications Supervisor	<b>Name:</b>	Krissy Kimura, UX Project Manager
<b>Address:</b>	Information Technology 3000 Rockefeller Ave Everett, WA 98201	<b>Address:</b>	Anthro-Tech Inc 1107 Harrison Ave NW Olympia, WA 98502
<b>Phone:</b>	(425) 388-3243	<b>Phone:</b>	360-584-9151
<b>Email:</b>	<a href="mailto:David.baxter@snoco.org">David.baxter@snoco.org</a>	<b>Email:</b>	<a href="mailto:KrissyKimura@anthro-tech.com">KrissyKimura@anthro-tech.com</a>
<b>County Project Subject Matter Expert (“SCSME”)</b>			
<b>Name:</b>	Mike Helms, Business Applications Developer 5		
<b>Address:</b>	Information Technology 3000 Rockefeller Ave Everett, WA 98201		
<b>Phone:</b>	(425) 388-3415		
<b>Email:</b>	<a href="mailto:Mike.helms@snoco.org">Mike.helms@snoco.org</a>		
<b>County Project Subject Matter Expert (“SCSME”)</b>			
<b>Name:</b>	Ed Whitford, GIS Supervisor		
<b>Address:</b>	Information Technology 3000 Rockefeller Ave Everett, WA 98201		
<b>Phone:</b>	(425) 262-2150		
<b>Email:</b>	<a href="mailto:Ed.whitford@snoco.org">Ed.whitford@snoco.org</a>		

**ESCALATION PATH:**

**Snohomish County:**

Matt Crisler, Division Manager – Digital Experience & Innovation, (425) 388-3162, [matt.crisler@snoco.org](mailto:matt.crisler@snoco.org)

**Anthro-Tech, Inc.:**

Suzanne Boyd, Founder & CEO, (360) 584-9151, [SuzanneBoyd@anthro-tech.com](mailto:SuzanneBoyd@anthro-tech.com)

**XI. SECURITY REQUIREMENTS**

The County does not offer unlimited Contractor access to servers housed in the County Data Center. The County will create a Contractor access account, as needed. Server access will be coordinated against internal change control request and access is facilitated via Citrix. No other Contractor access application use is supported by the County.

The Contractor shall instruct its employees, agents, and subcontractors that they shall comply with the County’s security, access, and safety requirements for the protection of the County’s facilities and employees while on the County’s premises.

**XII. DATA RIGHTS**

Ownership. County Data is and shall remain the sole and exclusive property of County and all right, title, and interest in the same is reserved by County. This Section shall survive the termination of this Agreement.

Contractor Use of County Data. Contractor is provided a limited license to County Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display County Data only to the extent necessary in providing the Services. Contractor shall: (a) keep and maintain County Data in strict confidence, using such degree of care as is appropriate and consistent with its

obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose County Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Agreement and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available County Data for Contractor's own purposes or for the benefit of anyone other than County without County's prior written consent. This Section shall survive the termination of this Agreement.

### **XIII. SITES AND LOCATIONS**

All work may be conducted remotely or onsite at:

Snohomish County  
3000 Rockefeller Avenue  
Everett, WA 98201

### **XIV. ATTACHMENT(S)**

Attachment 1 – Milestone Acceptance Form

# Attachment 1

## Milestone Acceptance Form

<b>Contract</b>	Agreement for Professional Services between Snohomish County and Anthro-Tech, Inc.
<b>Payment Milestone</b>	Milestone 1
<b>Milestone Description</b>	Kick-off and discovery
<b>Payment Amount</b>	\$5,358.00

The above project milestone has been achieved. The associated deliverables have been completed and/or delivered, as appropriate, in accordance with the contractual requirements.

The undersigned has confirmed that the milestone has been completed in accordance with the Statement of Work signed \_\_\_\_\_, 2024.

### **ANTHRO-TECH, INC.**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### **APPROVED:**

Snohomish County accepts that Anthro-Tech, Inc. has delivered the products and/or services required to satisfy the Acceptance criteria for the above noted Payment Milestone in accordance with the Statement of Work and related contract.

### **SNOHOMISH COUNTY**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_






# Anthro-Tech\_Agreement\_Final with Schedule A

Final Audit Report

2023-12-09

Created:	2023-12-08
By:	Scott Boyd (scottboyd@anthro-tech.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8ZI5GL1tPvGwafpxMMKnRdRnuEXqp90C

## "Anthro-Tech\_Agreement\_Final with Schedule A" History

-  Document created by Scott Boyd (scottboyd@anthro-tech.com)  
2023-12-08 - 11:14:55 PM GMT- IP address: 173.160.208.213
-  Document emailed to Suzanne Boyd (SUZANNEBOYD@ANTHRO-TECH.COM) for signature  
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-  Document e-signed by Suzanne Boyd (SUZANNEBOYD@ANTHRO-TECH.COM)  
Signature Date: 2023-12-09 - 1:18:17 AM GMT - Time Source: server- IP address: 173.160.208.213
-  Agreement completed.  
2023-12-09 - 1:18:17 AM GMT