

CONTRACTOR: The Master's Touch, LLC
CONTACT PERSON: Jim Cote
ADDRESS: 1405 N Ash Street
Spokane WA 99201
FEDERAL TAX ID NUMBER/U.B.I. NUMBER: 14-1867056
TELEPHONE/FAX NUMBER: 800-301-1347/509-326-7214
COUNTY DEPT: Assessor
DEPT. CONTACT PERSON: Samuel Phelps
TELEPHONE/FAX NUMBER: 425-388-3530
PROJECT: Printing and Mailing with Electronic Delivery
AMOUNT: \$120,000
FUND SOURCE: 0025104244926
CONTRACT DURATION: Upon execution for three (3) years,
unless extended pursuant to
Section 2 hereof

AGREEMENT FOR PRINTING, MAILING AND ELECTRONIC DELIVERY SERVICES

THIS AGREEMENT (the "Agreement") is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County") and The Master's Touch, LLC, a Washington limited liability 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 for the Contractor to print and mail various Snohomish County Assessor documents to Snohomish County property owners and to provide them with an option for electronic delivery of the same. 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. 042-21BC, Print & Mail Documents with Electronic Delivery Option, Assessor.

The services will 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 will 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 (the “Effective Date”) and shall terminate three (3) years thereafter, PROVIDED, HOWEVER, that the term of this Agreement may be extended for up to two (2) additional two (2) year terms, at the sole discretion of the County, by written notice from the County to the Contractor. PROVIDED, HOWEVER, that the County’s obligations after December 31, 2022 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. Upon completion of the work, the Contractor shall submit to the County a properly executed invoice indicating that all work has been performed and the amount of the 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.

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 \$120,000.00 for the initial term of this Agreement (excluding extensions, 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 for the County for this Agreement will be:

Name: Samuel Phelps
Title: Systems Division Supervisor
Department: Assessor's Office
Telephone: (425) 388-3530
Email: samuel.phelps@snoco.org

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.

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. All 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 CC. 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 five (5) 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 ten, (10) 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 set-offs 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 Assessor
3000 Rockefeller Avenue, M/S 510
Everett, Washington 98201
Attention: Samuel Phelps
 Systems Division Supervisor

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

If to the Contractor: The Master’s Touch, LLC
1405 N Ash Street
Spokane Washington 99201
Attention: Jim Cote
 President

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 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 RFP 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.

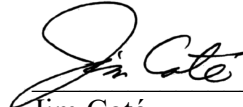
32. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

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.

“County”
SNOHOMISH COUNTY:

“Contractor”
THE MASTER’S TOUCH, LLC:

County Executive Date



Jim Coté
President

4/6/2022

Date

Approved as to insurance
and indemnification provisions:

(If required by Contractor)
Approved as to form only:

Risk Management Date

Legal Counsel to the Contractor Date

(If required by County)
Approved as to form only:

Deputy Prosecuting Attorney Date

Schedule A Scope of Services

1.1 Scope of Services

It is the intent of this Scope of Services to describe the minimum acceptable performance standards for the printing and mailing of Real Property Notices of Assessed Value, New Construction & Revaluation Correction Real Property Notices of Assessed Value, Personal Property Assessment Notices, Personal Property Listings, and FAQs and other insert documents as described in County RFP No. 042-21BC, Print & Mail Documents with Electronic Delivery Option, Assessor.

1.2 Contractor Qualifications/Certifications

Contractor must be USPS certified as a Full Service Intelligent Mail Barcode (IMb) mailer and able to provide documentation verifying this certification.

1.3 Requirements

The Contractor shall:

- Provide all the following services to format, print, sort, stuff, and mail 290,000(+/-) Real Property Notices of Assessed Value and FAQ inserts, 10,000(+/-) New Construction & Revaluation Correction Real Property Notices of Assessed Value and FAQ insert, 12,500(+/-) Personal Property Assessment Notices and FAQ insert, and 12,500(+/-) Personal Property Listings and insert(s).
- Accept data in any of the following formats: XML, XLSX, CSV, TXT, PDF, or any other mutually agreed upon format.
- Merge County provided data with County provided templates and map the data to the form.
- Assist with document template(s) design or modification.
- Provide proofs electronically to the County Assessor's Office for final approval before printing and mailing.
- Print all Valuation Notices, Listings, and inserts on two-sided 8 ½" X 11" white paper with black text unless otherwise specified.
- Prepare Notices and Listings following USPS Intelligent Mail Specifications.
- Perform NCOA mail address confirmation with USPS.
- Sort and certify mail at the lowest rate possible, and in accordance with USPS requirements. Any postage cost savings or discounts will be passed to the County.
- Bundle and mail Notices or Listings with the same name and address together in one envelope.

- Provide an IMb electronic cross reference tracing file for all mailings.
- Mail Notice and Listings in Contractor provided #10 special window or 9” x 12” special window envelopes. Ensure envelope window is large enough for 4-line address, IMb, any other necessary information, to be readable through window and meets Postal mailing requirements.
- Reprint and deliver notices and listings that are damaged in any way prior to delivery to the USPS at costs borne by the Contractor.
- Ensure delivery to the USPS.
- Notify the County if USPS rejects any mailings.
- Provide an accurate mailing and postage summary report to the County (3600 report).
- Strictly follow the mailing schedule and have mailings delivered to the USPS only on the dates specified.

The County Shall:

- Provide electronic data for each mailing.

1.3.1 Real Property Notices of Assessed Value Printing: The Contractor shall prepare for printing and mailing a Real Property Notice of Assessed Value in a form substantially similar to Attachment 1 attached hereto and conform to the following requirements:

- The front side shall contain variable parcel-specific information. The back side contains general information and can be pre-printed.
- A data file will be provided to merge the parcel-specific data with the notice template.
- The Contractor will assist with the data file and template layout as required.
- Data for one parcel will be printed on what is referred to as a ‘single notice’.
- Data for two or more parcel notices sent to the same mailing address shall be referred to as a ‘multiple notice’.
- The front side shall include “OFFICIAL NOTICE OF ASSESSED VALUE” and “Important Information On Reverse Side” in white text on black background to stand out from other page text.
- The Contractor shall provide the County exact copies of the front side only of all notices in PDF format. PDF files will be sorted in numerical order by parcel id in batches of 10,000 notices.

1.3.2 Real Property Data

- Requirement to decode part of the data and print Open Space information and/or Senior Citizen Frozen Exemption Value information and form boxes, if the data exists.

- Contractor will locate and replace Mail Date and Appeal Deadline information in data file, as required.

1.3.3 Personal Property Assessment Notices and Personal Property Listings Printing. The Contractor shall prepare for printing and mailing a Personal Property Assessment Notice and Listing in a form substantially similar to Attachment 2 and Attachment 3 attached hereto and conform to the following requirements:

- The front side of the first sheet will contain account-specific information and have static information printed on the back of the first sheet. The back of the first sheet may be provided separately or included with the account specific information.
- Additional data for a specific account shall continue on the front of the second sheet, the back of the second sheet, and so on.
- The Contractor will assist with the data file layout as required.
- Contractor control barcodes shall not interfere with text.
- Assessment Notices and Listings may be multiple pages per account.

1.3.4 Personal Property Data

- A data file with merged Notice or Listing account documents will be submitted to Contractor electronically.
- Contractor will delineate individual account documents for combining and mailing.
- Contractor will locate and replace Mail Date and Appeal Deadline information in data file, as required.

1.3.5 Informational Inserts

- A FAQ insert, drafted by the County, shall be included in each Real Property and Personal Property notice envelope. FAQ inserts contain general information and can be pre-printed and folded.
- An information and instructional insert, drafted by the County, shall be included in each Personal Property listing envelope and can be pre-printed and folded.
- A one-sided 8 ½” x 11” ‘eFiling’ insert shall be included in each Personal Property Listing envelope and can be pre-printed and folded.
- The County reserves the option to include additional insert(s) to any mailing, as needed.

1.3.6 Contractor Provided Envelopes

- All Real Property notice envelopes shall have “Official Notice” printed on front.
- A generic mail permit to be pre-printed – no location on postmarks.
- All envelopes shall contain ‘M/S 510’ in the Assessor return address.

1.3.7 Annual Schedule of Printing and Mailing

Real Property Notices of Assessed Value

- First week of June
 - Real Property notice data sent to Contractor
- June
 - Sample proofs approved by Assessor
 - Official mail date confirmed
 - Notices printed and prepared for mailing
- Last Friday of June, or earlier
 - Real Property Notices of Value mailed

New Construction & Revaluation Correction Real Property Notices of Assessed Value

- First week of September
 - Real Property notice data sent to Contractor
- September
 - Sample proofs approved by Assessor
 - Official mail date confirmed
 - Notices printed and prepared for mailing
- Last Monday of September, or earlier
 - New Construction & Revaluation Correction Notices mailed

Personal Property Assessment Notices

- Mid-September
 - Personal Property notice data sent to Contractor
- Third and Forth Weeks of September
 - PDF sample proofs approved by Assessor
 - Official mail date confirmed
 - Notices printed and prepared for mailing
- September 30th, or earlier
 - Personal Property Assessment Notices mailed

Personal Property Listings

- Mid-December
 - Personal Property Listing data sent to Contractor
- Third and Fourth Weeks of December
 - PDF sample proofs approved by Assessor
 - Official mail date confirmed
 - Listings printed and prepared for mailing
- Last Business Day of December
 - Personal Property Listings mailed

1.3.8 Electronic Notification

- Initial notification to mail recipients of opportunity to receive Assessor documents online.
- Set up and maintenance of owner/taxpayer online accounts.
- Receipt of two (2) to six (6) uploads of document data per year in PDF or other format(s).
- Provide online registration for owners/taxpayers to receive electronic notices using a unique authentication code.
- Provide owners/taxpayers access to current and previous years electronic notices and/or listings using a secure accurate authentication code for each taxpayer.
- Provide County access to registered users database.
- Provide County with the ability to provide a unique authorization code to a owner/taxpayer upon request.
- Provide ability to remove owners/taxpayers from receiving electronic notices when their name and/or mailing address is updated.

1.4 Environmental Purchasing Policy

Snohomish County is committed to acquiring environmentally preferable products and services whenever they meet performance standards and requirements of the County at a competitive cost. Paper products used for printing must comply with the County's Environmentally Preferable Purchasing Policy (POL-1736), as referenced in Snohomish County Code 3.04.177. The County typically purchases all paper products with a minimum of 30% post-consumer recycled content and has generally found these paper products to be widely available at the same price or at a competitive price compared to 100% virgin paper.

ATTACHMENT 1 – Real Property Value Notice

Snohomish County Assessor's Office
Linda Hjelle, Assessor
 Robert J. Drewel Building
 3000 Rockefeller Ave M/S 510
 Everett WA 98201



OFFICIAL NOTICE OF ASSESSED VALUE

Assessment Year: **2021**

For Taxes Payable In: **2022**

Mail Date: 06/18/2021

LUNDBERG ELDEEN I/NANCY
J 16217 JORDAN RD
ARLINGTON WA 98223-9453

Parcel Number: 31062700200501	Market Values		Use Values		
	Prior Value	New Value	Prior Value	New Value	
Property Located At: 16217 JORDAN RD ARLINGTON WA 98223-9453	Land	215,900	235,900	153,900	173,800
	Building, Etc.	153,000	165,700	153,000	165,700
	Total	368,900	401,600	306,900	339,500

* Senior Citizen / Disabled Persons Exemption Frozen Value **108,100**

Legal Description (Additional legal description lines may be on file.) **SEC 27 TWP 31 RGE 06 - SEGD FOR TAX PURP ONLY - 4.59 AC-& ALLOWED BLDG FOR S/C EX ON FDP N1/2 SW1/4 LY N OF CO RD EXC E 99FT THOF & EXC W 208FT THOF TGW SE1/4 NW1/4 EXC E 208FT OF S 208FT THOF & TGW S**

SENIOR CITIZEN / DISABLED PERSONS FROZEN VALUE

* If this property qualifies for a Senior Citizen / Disabled Persons Exemption, property taxes will be based on whichever value is lower, the New Total Market Value or Senior Citizen / Disabled Persons Exemption Frozen Value.

CURRENT USE VALUE

New open space value represents the current use value of the property as of January 1, 2021.

MARKET VALUE

New Market Value represents the true and fair market value of the property as of January 1, 2021. In the instance where new construction has occurred then the assessment date is July 31, 2021 for the new construction improvement value.

FOR INQUIRIES REGARDING THIS NOTICE

Please contact the Assessor's Office for answers to any questions you may have regarding your property value prior to petitioning to the Board of Equalization. Public service office hours:

Mon-Fri from 9am - 5pm (Due to COVID-19 restrictions, please call to confirm our office is open).

Email us at: contact.assessor@snoco.org

(Please include your name, parcel number, & daytime phone number.)

Our appraisal staff can also be reached at: (425) 388-6555

or Toll-Free (in Washington only) @ 1-800-562-4367, ext. **6555**. TTY/TDD @ 1-800-833-6388.

Last date to appeal this value: 08/17/2021

Important Information On Reverse Side

ATTACHMENT 2 – Personal Property Value Notice

PERSONAL PROPERTY ASSESSMENT NOTICE

Page 1

Linda Hjelle
Office of the Assessor
Snohomish County
 3000 Rockefeller Ave, M/S 410
 Everett, Washington 98201-4046
 (425) 388-3656

NOTICE DATE:
 November 02, 2021

TAX YEAR:
 2022

PERSONAL PROPERTY LISTING LAW 84.40.040

MAIL TO		
<u>ACCOUNT NO</u> 2647353	<u>TAX CODE AREA</u>	00010
<u>NAME AND ADDRESS</u>		
BUSINESS SAMPLE PP DEPT - SNOHOMISH CO ASSESSOR 3000 ROCKEFELLER AVE M/S 510 EVERETT WA 98201		
<u>PERSONAL PROPERTY LOCATION</u>		
3000 ROCKEFELLER AVE, EVERETT		
<u>REAL ESTATE PARCEL NO.</u>	<u>CLASS CODE</u> 399	

THIS IS A COPY
 FOR YOUR RECORDS
 OF YOUR
 PERSONAL PROPERTY
 ASSESSMENT

Asset or Line No.	Schedule	Description	Purchase Year	Total Cost	Assessed Value
ASSESSED VALUE FOR 2022 TAX YEAR (FOR ASSETS EXISTING ON JAN 1ST OF PRIOR YEAR)					
COMP 0010	27	Computer equipment	2020	\$1,500	\$1,095
Totals:				\$1,500	\$1,095

(End of Report)

NOTICE: THIS IS NOT A TAX STATEMENT but a copy of your personal property assessment. This value will be used when computing next year's tax statement. If you believe this total assessed value does not represent true and fair market value, please present your objection to the County Assessor. You may petition the County Board of Equalization by July 1st or 60 days from the date of notice, whichever is later.

	YES	NO
Head of Family Exemption	<input checked="" type="checkbox"/>	<input type="checkbox"/>
State School Exemption	<input checked="" type="checkbox"/>	<input type="checkbox"/>

THIS RETURN SUBJECT TO AUDIT AND VERIFICATION BY THE STATE DEPARTMENT OF REVENUE AND/OR THE ASSESSOR'S OFFICE. THE CONTENTS OF THIS FORM CONFORM TO THE STANDARDS AS PRESCRIBED BY THE STATE DEPARTMENT OF REVENUE.

ATTACHMENT 3 – Personal Property Listings



FILE ONLINE!
Enroll now at
snoco.org/pplefile

DUE DATE
APRIL 30TH, 2021

RCW 84.40.130; WAC 458.12.110 PERSONAL PROPERTY LISTING RCW 84.40.040
PENALTIES INCURRED FOR UNTIMELY FILING OR WILLFUL FAILURE TO FILE

PERSONAL PROPERTY LISTING FOR 2022 TAX YEAR

ACCOUNT NUMBER: **2647353** PROPERTY CLASS: **399** WA STATE UBI:

TAXPAYER INFORMATION

NAME AND MAILING ADDRESS:
BUSINESS SAMPLE
PP DEPT - SNOHOMISH CO ASSESSOR
3000 ROCKEFELLER AVE M/S 510
EVERETT WA 98201

MAILING ADDRESS CHANGE:
New Address:

DOING BUSINESS AS:
NEW BUSINESS SAMPLE

BUSINESS NAME CHANGE:
New Name:

BUSINESS ADDRESS:
3000 ROCKEFELLER AVE
EVERETT WA 98201

BUSINESS ADDRESS CHANGE:
New Address:

What year did you start this business in Snohomish County?

EXEMPTIONS

HEAD OF FAMILY EXEMPTION - THIS AREA MUST BE COMPLETED ANNUALLY TO QUALIFY

OWNERSHIP TYPE: Partnership Corporation Sole Proprietor LLC LLP Trust

IF SOLE PROPRIETOR, ARE YOU: (check all that apply)

The head of a family? A U.S. citizen, over 65 yrs old, with 10 yrs continuous state residence?

A widow or widower? Claiming this exemption on any other form in this or any other county?

FARM MACHINERY AND EQUIPMENT EXEMPTION

Under RCW 84.36.630 farm machinery and equipment is exempt from the state portion of property tax.

Applications for this and other tax exemptions can be found online www.snohomishcountywa.gov/personal-property

BUSINESS SOLD (INCLUDE COPY OF SALES AGREEMENT OR BILL OF SALE)

NEW OWNER:

NEW OWNER UBI #: SALE DATE: / /

NEW OWNER ADDRESS:

NEW OWNER PHONE #: ()

\$ = \$ + \$ + \$ + \$ + \$

TOTAL SALE PRICE EQUIPMENT INVENTORY BUILDING IMPROVEMENTS INTANGIBLES OTHER (Describe)

BUSINESS CLOSED

CLOSURE DATE: / / CONTACT INFO:

DISPOSITION OF ASSETS: (EXAMPLE: SOLD, STORAGE, DONATED, DESTROYED)

ADDRESS OF STORED ASSETS:

**Schedule B
Compensation**

	Print, Mail, and Description	Price	Price/M	Electronic Delivery Option
a.	290,000(+/-) Real Property Notices of Assessed Value and FAQ insert annually.	Included in Subtotal below	\$112.00/M	\$.01 each
b.	10,000(+/-) New Construction & Revaluation Correction Real Property Notices of Assessed Value and FAQ insert annually.	Included in Subtotal below	\$133.00/M	\$.01 each
c.	12,500(+/-) Personal Property Assessment Notices and FAQ insert annually.	Included in Subtotal below	\$130.00/M	\$.01 each
d.	12,500(+/-) Personal Property Listings and inserts annually.	Included in Subtotal below	\$130.00/M	\$.01 each
e.	Electronic Delivery Set Up and Management	Included in Subtotal below	\$0.00	\$0.00
	Annual Subtotal:		\$37,060.00	

Additional Items or Services	Price
Online fillable personal property asset listing	\$110.00/Hour
IMb Trace to track mail to taxpayer	Free
CASS and NCOA address updates	Free
Highlight color on forms for static and/or variable data (see example as a reference)	No charge