



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

FCDEC Motion

Proposed No. FCDECM2020-03.1

Sponsors

1 A MOTION authorizing the chair to enter into an
2 agreement for website redesign, software
3 maintenance, and hosting for the King County
4 Flood Control District.

5 WHEREAS, the King County Flood Control District ("the District") desires to
6 provide useful and easy-to-access information through intuitive online engagement, and

7 WHEREAS, the District desires to redesign and develop its current website into a
8 new, visually compelling, interactive online tool that reflects the District's mission and
9 vision, flood risk reduction projects and programs, and promotes education and outreach
10 focusing on the needs of King County communities, and

11 WHEREAS, the District desires enter into an agreement for website redesign,
12 software maintenance, and hosting with AndiSites, Inc.;

13 NOW, THEREFORE, BE IT RESOLVED BY THE EXECUTIVE COMMITTEE
14 OF THE KING COUNTY FLOOD CONTROL ZONE DISTRICT:

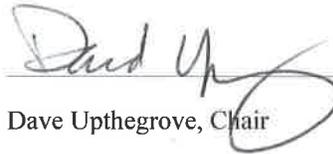
15 SECTION 1. The chair of the King County Flood Control District is authorized
16 to enter into the Contract for Professional Services, Attachment A to this motion.

17

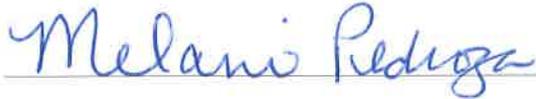
FCDEC Motion was introduced on and passed by the King County Flood Control District Executive Committee on 3/4/2020, by the following vote:

Yes: 4 - Mr. von Reichbauer, Ms. Lambert, Mr. Dunn and Mr. Upthegrove

KING COUNTY FLOOD CONTROL ZONE
DISTRICT
KING COUNTY, WASHINGTON


Dave Upthegrove, Chair

ATTEST:



Melani Pedroza, Clerk of the District

Attachments: A. 2020 Web Design Consultant Agreement

**KING COUNTY FLOOD CONTROL ZONE DISTRICT
CONTRACT FOR PROFESSIONAL SERVICES**

This Agreement is entered into by and between the King County Flood Control Zone District, a Washington municipal corporation ("District"), and Andisites, Inc., ("Consultant") whose principal office is located at 11312 US 15-501 North, #107-211, Chapel Hill, NC 27517.

WHEREAS, the District has determined the need to have certain services performed for the residents of King County, requiring specific expertise, and

WHEREAS, the District desires to have the Consultant perform such services pursuant to certain terms and conditions,

NOW THEREFORE, in consideration of the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. Scope and Schedule of Services to be Performed by Consultant. The Consultant shall perform those services described in Exhibit "A" of this Agreement. In performing such services, the Consultant shall at all times comply with all Federal, State, and local laws and regulations applicable to the performance of such services. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance. The Consultant shall request and obtain prior written approval from the District if the scope or schedule is to be modified in any way.

2. Compensation and Method of Payment. The Consultant shall request payment for work performed using the billing invoice form at Exhibit "B."

The District shall pay Consultant [Check applicable method of payment]:

According to the rates set forth in Exhibit "A."

A sum not to exceed \$ _____ per year.

Other (describe): _____

The Consultant shall complete and return to the District Exhibit "C," federal tax Form W-9, prior to or along with the first billing invoice. The District shall pay the Consultant for services rendered within ten (10) days after District approval.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing upon mutual execution of this Agreement, and ending March 1, 2021, unless sooner terminated under the provisions of this Agreement. Time is of the essence of this agreement in each and all of its provisions in which performance is required.

4. Ownership and Use of Documents. Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant and submitted to the District in connection with the services provided to the District, shall be the property of the District, whether the project for which they were created is executed or not.

5. Independent Consultant. The Consultant and the District agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this Agreement. The Consultant will be solely responsible for its acts and for the acts of its agents, employees, subconsultants or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded District employees by virtue of the services provided under this Agreement. The District shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant.

6. Indemnification.

A. Consultant shall protect, defend, indemnify and hold harmless the District, its officers, officials, employees, agents and volunteers from any and all costs, claims, injuries, damages, suits, losses or liabilities of any nature, including attorneys' fees, arising out of or in connection with the negligent acts, errors or omissions of the Consultant, its officers, employees and agents in performing this Agreement.

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the District, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

C. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

D. The provisions of this section shall survive the expiration or termination of this Agreement.

7. Insurance. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services

Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent Consultants and personal injury and advertising injury. The District shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the District.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provision. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability, and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the District. Any insurance, self-insurance or insurance pool coverage maintained by the District shall be in excess of the Consultant's insurance and shall not contribute with it.

2. The Consultant's insurance shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days prior written notice by mail has been given to the District.

D. Verification of Coverage. The Consultant shall furnish the District with original certificates for all policies and a copy of the amendatory endorsements, including but not necessarily limited to, the additional insured endorsement for Automobile Liability and Commercial General Liability, evidencing the insurance requirements of the Consultant before commencement of the work.

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain other such records as may be deemed necessary by the District to ensure proper accounting of all funds contributed by the District to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven (7) years after the termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the District.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the District during the performance of this Agreement.

10. Termination. This Agreement may at any time be terminated by the District giving to the Consultant thirty (30) days written notice of the District's intention to terminate the same. Failure to provide products on schedule may result in contract termination. If the Consultant's insurance coverage is canceled for any reason, the District shall have the right to terminate this Agreement.

A. The District reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon thirty (30) days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the District.

B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be canceled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. The Consultant reserves the right to terminate this Agreement with not less than thirty (30) days written notice, or in the event that outstanding invoices are not paid within sixty (60) days.

E. This provision shall not prevent the District from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

11. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, presence of any sensory, mental or physical disability, or other circumstance prohibited by federal, State or local law or ordinance, except for a bona fide occupational qualification.

12. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the District.

13. Conflict of Interest. The Consultant represents to the District that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Consultant is asked to perform services for a project with which it may have a conflict, Consultant will immediately disclose such conflict to the District.

14. Confidentiality. All information regarding the District obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

15. Non-appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the District will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the District in the event that the terms of the provisions are effectuated.

16. Entire Agreement. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. If there is a conflict between the terms and conditions of this Agreement and the attached exhibits, then the terms and conditions of this Agreement shall prevail over the exhibits. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

17. Notices. Notices to the District shall be sent to the following address:

King County Flood Control Zone District
Melani Pedroza, Clerk of the Board
King County Courthouse
516 Third Avenue, Room 1200
Seattle, WA 98104

Notices to the Consultant shall be sent to the following address:

AndiSites, Inc.
Andrea Ferguson, President
11312 US 15-501 North, #107-211
Chapel Hill, NC 27517

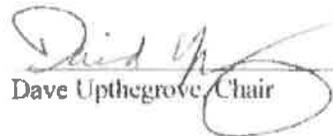
18. Applicable Law; Venue; Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit, which shall be fixed by the judge hearing the case, and such fee shall be included in the judgment.

19. Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the District and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

CONSULTANT:

**KING COUNTY FLOOD CONTROL ZONE
DISTRICT:**


Andrea Ferguson, President


Dave Upthegrove, Chair

Date: 3/17/2020

Date: _____

EXIHIBIT A
KING COUNTY FLOOD CONTROL DISTRICT
Scope of Services & Cost

INCLUDED PROJECT COMPONENTS	PRICE
Basic WordPress Website Design & Development:	\$25,000
WordPress Content Management System; Plugin selection & setup. Design & development of theme, including home page and up to five custom inside page templates. Consulting. User testing. Attractive, clean, responsive, mobile-friendly design. Compatibility with all major current web browsers. Functional and audience-based. Intuitive and easily changeable navigation. Global content search (front-end & back-end). Scalability. Assistance with setup and launch to reliable off-site hosting. Custom graphic design. District branding throughout entire site. Calls to action. Search engine optimization tools (via plugin). Web analytics (via free Google Analytics). Embedded video capability. News with RSS feed. "Friendly" URLs. Easy for limited staff to administer. Capability for ongoing maintenance and upgrades.	
Training: (5 hours, on-site and/or Zoom teleconference sessions)	\$500
Travel: (two AndiSites team member, two trips)	\$2,500
Content Migration: programmatic; approximately 500 pages @ \$1/page	\$500
Content Formatting: reformatting and cleanup of imported pages to fit new design and increase web readability (100 pages @ \$50/page)	\$5,000
Content Editing: for readability, web-friendliness, audience focus, & "voice" (most important 10 pages @ \$100/page)	\$2,000
Hosting setup and launch:	\$500
Custom sidebars: Creation and application of up to 10 custom sidebars for related pages/sections	\$1,000
Search engine optimization capability (SEO): Via premium plugin. Site-level SEO setup.	\$500
Plugin selection/installation/configuration for additional functionality:	\$7,000
Notification bar. Archive center. Post Expirator. Broken Link Checker. Calendar. Document Center. E-Subscription Integration. Spell-check. Integration of third-party applications as needed (including subscription-based SMS notifications, etc.)	
Integration of page builder for custom landing pages: May be used to create "custom" branded pages for special campaigns, temporary programs, etc. Includes creation of example landing page (properly branded)	\$1,000
FAQs: Via plugin with collapsible panels, categorization, custom styling. Entry and configuration of 20 FAQs	\$500
Enhanced search capability w/ Relevanssi:	\$200
Advanced Access Manager for custom user roles and granular permissions: (including setup and configuration for up to five roles in addition to WordPress' default roles)	\$1,000
On-site translation via Google Translate:	\$200
ADA Accessibility: (full-site screening; in-page content accessibility revisions for most important 80% of pages to satisfy WCAG 2.1 AA or better)	\$3,000
WordPress support and maintenance for one (1) year post-launch	\$950
WordPress core and plugin updates. Priority helpdesk support. Uptime monitoring. Host liaison. 30 minutes/month of AndiSites' time for design, development, content work, consulting, analytics, or any other website-related tasks.	(\$79/month thereafter)
SiteGround hosting (estimated) for one (1) year	\$360
	(\$50/month thereafter)
TOTAL FOR ALL ITEMS ABOVE	\$51, 710

EXHIBIT B
KING COUNTY FLOOD CONTROL DISTRICT BILLING INVOICE

To: King County Flood Control District
Melani Pedroza, Clerk of the Board
King County Courthouse
516 Third Avenue, Room 1200
Seattle, WA 98104

E-mail: melani.pedroza@kingcounty.gov
Phone: 206-477-1020

Invoice Number: _____ Date of Invoice: _____

Consultant Mailing Address: _____ Telephone: _____

Contract Period: _____ Reporting Period: _____

Amount Requested this Invoice: _____

Attach itemized description of services provided.

Specific Program: _____

Authorized signature

For Department Use Only

BUDGET SUMMARY

Total Contract Amount: _____

Previous Payments: _____

Current Request: _____

Balance Remaining: _____

Approved for Payment by: _____

Date: _____

**EXHIBIT C
KING COUNTY FLOOD CONTROL ZONE DISTRICT**

Melani Pedroza, Clerk of the Board
King County Courthouse
516 Third Avenue, Room 1200
Seattle, WA 98104

E-mail: melani.pedroza@kingcounty.gov
Phone: 206-477-1020

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the King County Flood Control Zone District ("District"), the consultant must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the District to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the District prior to or along with the submittal of the first billing invoice.

Please complete the following information request form and return it to the District prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

Corporation Partnership Government Consultant
 Individual Proprietor Other (explain)

EIN No: 27-4555722 Social Security No.: _____

Print Name: Andrea Ferguson

Title: President

Business Name: AndiSites, Inc.

Business Address: 11312 US 15-501 North, #107-211, Chapel Hill, NC 27517

Business Phone: (919) 704-1683


Signature

3/17/2020
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/11/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CS&S/ST WORKCOMPONE PO BOX 958489 LAKE MARY, FL 32746-8989 Phone - 877-724-2669 Fax - 877-763-5122	CONTACT NAME:		FAX (A/C, No):	
	PHONE (A/C, No, Ext):		E-MAIL ADDRESS:	
INSURED AndiSites Inc 317 KENTVIEW DR PITTSBORO, NC 27312			INSURER(S) AFFORDING COVERAGE	
			NAIC #	
			INSURER A :	
			INSURER B :	
			INSURER C :	
			INSURER D :	
			INSURER E : The Continental Insurance Company	
			35289	
			INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N	N	6021195571	07/29/2019	07/29/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

*****Proof of Insurance*****

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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