# RESOLUTION NO. 2016-08

**A Resolution of the Washington Multi-City Business License and Tax Portal Agency Executive Board authorizing the Chair to execute a contract for Security Services with Leviathan**

**Whereas,** Pursuant to Section 4 of the Washington Multi-City Business License and Tax Portal Agency Interlocal Agreement, guiding principles for Security were established to ensure the integrity of the FileLocal product and City and Taxpayer Data; and

**Whereas**, The City of Seattle contracted with Leviathan during the implementation and the Agency would like to retain Leviathan as the Security Vendor to ensure the product and data remain safe; **Now Therefore,**

**BE IT RESOLVED by the Executive Board of the Washington Multi-City Business License and Tax Portal Agency:**

SECTION 1: The Executive Board authorizes the Chair to execute the amended contract with Leviathan as set forth in Attachment A to this Resolution.

**ADOPTED this** 3rd **day of** June **, 2016.**

ATTEST:

**Washington Multi-City Business License and Tax Portal Agency Executive Board**
Seattle, Washington

**Board Secretary**

**Board Chair**

**FILELOCAL AGENCY**

**PROFESSIONAL SERVICES CONTRACT**

Contract Title: Information Security Management Services

Contract No. FL2016-08

This Agreement is entered into by and between the Washington Multi-City Business License and Tax Portal Agency d/b/a FileLocal ("Agency") and Leviathan Security Group, Inc. ("Consultant").

WHEREAS, the Agency desires to have certain information security services performed for the benefit of the Agency; and

WHEREAS, the Agency has selected Consultant to perform such services on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual terms, conditions, benefits, and covenants set forth below, the Agency and Consultant agree as follows:

1. Scope of Work. Consultant shall perform the services described in Exhibit "A" ("Scope of Work") attached to and made part of this Agreement.

2. Warranty. In performing these services, Consultant shall comply with all federal, state, and local laws and regulations applicable to the services to be provided under this Agreement. Consultant represents and warrants that all staff that it assigns to provide the contracted services (and anyone performing work on Consultant's behalf or under its direction) have the requisite training, skill, and experience necessary to provide the services and have all requisite licenses or certifications. Consultant shall perform the services provided under this Agreement diligently, thoroughly, with due care, and in accordance with applicable standards of conduct and performance for members of Consultant's profession.

3. Compensation and Method of Payment.

A. The total compensation to be paid to Consultant by the Agency shall not exceed $50,000 in any calendar year, except upon advanced written approval from the Agency. The Agency shall pay Consultant as sole compensation for the services performed under this Agreement:

(i) such sums as are arrived at by multiplying the number of hours worked by Consultant in performing its work under this Agreement by the applicable hourly rates, as set forth in Exhibit "B" ("Hourly Rates"), attached hereto; plus

(ii) any additional costs such as travel, copying costs, phone charges, materials, and supplies, incidental expenses, or similar costs directly related to Consultant's work for the Agency.

B. Consultant's hourly rates as reflected in Exhibit B are effective for work performed in the year 2016. For years 2017 and beyond, Consultant shall provide Agency with updated hourly rates by no later than October 1 of the year before the updated rates are to take effect.

C. Consultant shall request payment for work performed using the billing invoice form attached hereto as Exhibit "C." Consultant shall submit invoices, with appropriate documentation, monthly to the Agency for work completed during the previous month. The invoices shall include a description of the work performed during the month, the number of hours spent on such work, and any reimbursable costs, if any, incurred in connection with such work. The Agency shall pay Consultant for services rendered within thirty (30) from the Agency's receipt of a properly submitted invoice.

D. Consultant shall complete Exhibit "D" ("Tax Identification Number"), attached hereto, and return it to the Agency prior to or along with the first billing invoice.

E. All payments made by Agency to Consultant are subject to adjustment for any amounts determined, upon audit or otherwise, to have been improperly invoiced. If the Agency believes, in good faith, that some portion of the work performed under this Agreement has not been completed in the manner described in Section 2, above, the Agency may retain any amount equal to the cost to the Agency of correcting or completing the deficient or substandard work.

4. Duration of Agreement. This Agreement remains in full force and effect until April 30, 2017, unless sooner terminated under the provisions of this Agreement or extended by a mutual, written agreement of the parties. Time is of the essence for this Agreement and each of its provisions wherein performance is required.

5. Termination of Agreement. Either party may terminate this Agreement at any time, with or without cause, by giving ten (10) days' notice in writing to the other party. In the event of termination by the Agency without cause, the Consultant may, with the Agency's consent, complete such analyses and records as may be necessary to place its files in order, and such consent shall not be unreasonably withheld. Upon termination by the Agency without cause, Consultant shall be entitled to receive compensation for satisfactory work completed prior to the date of termination and any reimbursable expenses, not to exceed the total compensation set forth herein. Upon the termination (with or without cause) or expiration of this Agreement, copies of files containing the written record of the Consultant's work for the Agency, including all finished and unfinished documents, data, studies, or reports, shall be delivered to Agency upon

request. A termination of this Agreement by either party for cause will not prevent the terminating party from seeking any other legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

6. Force Majeure. A party's delay or failure to perform any obligation under this Agreement is excused if unforeseen events or circumstances beyond the reasonable control of that party, including acts of God, render timely performance impossible, infeasible, or impracticable.

7. 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 Consultant in connection with the services provided to the Agency hereunder, shall be the property of the Agency whether the project for which they were created is executed or not.

8. Assignment of Intellectual Property Rights. Consultant hereby assigns to the Agency all rights, title, and interest Consultant has or may have in any Data and Publications created, developed, or adapted by Consultant under this Agreement for the Agency's use or benefit. The term "Data and Publications" means all work product to be provided by Consultant under this Agreement and includes, but is not limited to, draft and final reports, documents, pamphlets, advertisements, books, magazines, surveys studies, computer programs and source codes, films, tapes and/or sound reproductions, records, files, documents, plans, computer disks, magnetic media, or other material which may be produced or modified by Consultant while performing services for the Agency. Consultant may not seek to patent or register trademark or copyright in any Data and Publications assigned to the Agency under this Agreement, and Consultant shall cooperate reasonably with the Agency in pursuing any patent, trademark, or copyright registration. Consultant may not, without the Agency's prior written approval, publish any results of studies and/or services performed or to be performed under this Agreement for any purpose other than for Agency use. This intellectual property assignment provision does not apply to any data that is developed by Consultant independently of this Agreement.

9. Intellectual Property Infringement. If any of Consultant's work under this Agreement infringes upon or misappropriates any patent, copyright, trade secret, trademark or other intellectual property right belonging to a third party, Consultant shall either (a) procure for Agency the right to use such work at no cost to the Agency; or (b) modify such work so that it no longer infringes or misappropriates any such third-party intellectual property right.

10. Access to Records. Until at least twelve (12) months following final payment, Consultant shall provide the Agency prompt access to (and Agency shall have the right to examine, audit, and copy) all of Consultant's books, documents, papers, and records related to the services provided to the Agency under this Agreement.

11. Independent Contractor. Consultant and the Agency agree that Consultant is an independent contractor with respect to the services provided in connection with this Agreement. Nothing in this Agreement is intended to create the relationship of employer and employee between the parties hereto. The work of Consultant's employees shall remain at all times under the direct control and supervision of Consultant, and not the Agency. Consultant shall provide at its sole expense all materials, office space, and other materials necessary to perform the services contemplated under this Agreement. Consultant is solely responsible for its acts and for the acts of its employees, agents, subconsultants and representatives during the performance of this Agreement. Neither Consultant nor any of its employees, agents, subconsultants, or representatives is entitled to any benefits accorded Agency employees. The Agency is not responsible for paying wages to any employee, agent, subconsultant, or representative of Consultant, nor is Agency responsible for withholding or otherwise deducting any customary state or federal payroll deductions, including but not limited to FICA, FUTA, state industrial insurance, state workers compensation, or the like. The Agency assumes no duties of an employer with respect to the Consultant or any employee, agent, subconsultant, or representative of Consultant.

12. Taxes, Licenses, Fees; Withholding. Consultant acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Agreement, and Consultant agrees to comply with all applicable laws regarding the reporting of income, maintenance of insurance and records, and all other requirements and obligations imposed as a result of Consultant's status as an independent contractor. If the Agency is assessed or found liable or responsible in any manner for those charges or taxes, Consultant agrees to hold the Agency harmless from those costs, including attorney's fees. In the event Consultant fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, that are related to services performed under this Agreement, then Consultant authorizes the Agency to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. Any such payments shall be deducted from Consultant's compensation.

13. Indemnification.

A. Consultant shall protect, defend, indemnify, and hold harmless the Agency, its officers, board members, officials, employees, agents, and volunteers while acting within the scope of their employment or capacity as such, from any and all claims, costs, losses, injuries, demands, judgments, suits, actions, awards of damages, or liabilities of any kind, including attorney's fees, that arise out of, or in any way result from, Consultant's acts, errors, or omissions, or the acts, errors, or omissions of Consultant's employees, subconsultants, or agents in the performance of Consultant's work under this Agreement. Consultant's obligations under this paragraph extend to any claims, demands, suits, or actions asserted by third parties against the Agency, and any resulting costs, awards of damages, liability of any kind arising out of or resulting in any way from the Consultant's work hereunder. Consultant will not be required to indemnify,

defend, or hold harmless the Agency if the claim, suit, demand, or action for loss, injury, or damages (whether to persons or property, or both) is caused by the sole negligence of the City. Where such claims, suits, or actions result from the concurrent negligence of Consultant and the Agency (including its officers, board members, employees, and volunteers), or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein, including the duty and cost to defend, apply only to the extent of Consultant's proportionate fault. In the event of any claims, demands, actions, or suits, Consultant shall, upon notice from the Agency, assume all costs of defense thereof, including legal fees incurred by the Agency, and of all resulting judgments that may be obtained against the Agency, to the extent of Consultant's liability as described hereunder. In the event that the Agency incurs attorneys' fees, costs, or other legal expenses to enforce the indemnity provisions of this Agreement, all such fees, costs, and expenses shall be recoverable by the Agency from Consultant.

B. The Consultant agrees that its indemnification obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any employee(s), subconsultant(s), or agent(s) of Consultant while performing any work under this Agreement. Consultant hereby waives with respect to the Agency only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of chapter 51.12 RCW. THE CONSULTANT ACKNOWLEDGES THAT THIS WAIVER WAS SPECIFICALLY ENTERED INTO PURSUANT TO THE PROVISIONS OF RCW 4.24.115, SHALL SURVIVE TERMINATION OF THIS AGREEMENT, AND WAS THE SUBJECT OF MUTUAL NEGOTIATION.

C. This indemnification and waiver shall survive the termination of this Agreement. Any failure or delay by either party in seeking to enforce any provisions of this Agreement may not be construed as a waiver of such provisions or of any other provision of this Agreement.

14. Insurance. 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 this Agreement by Consultant, its agents, representatives, subcontractors, or employees. Consultant's maintenance of insurance as required herein does not limit the liability of the Consultant to the coverage provided by such insurance or otherwise limit the Agency's recourse to any remedy available at law or in equity. Consultant's insurance must be placed with insurers with a current A.M. Best rating of not less than A:VII.

A. Required coverages. At a minimum, Consultant shall obtain and maintain the following types of insurance coverages:

(i) 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.

(ii) Commercial General Liability insurance shall be written at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors, and personal injury and advertising injury. The Agency shall be named as an additional insured under Contractor's insurance policy with respect to the work performed for the Agency, using an additional-insured endorsement as least as broad as ISO CG 20 26.

(iii) Technology Errors and Omissions/Professional Liability insurance for those services delivered pursuant to this Agreement that, either directly through Consultant's employees or indirectly through contractual or other arrangements with third parties, involve providing professional services. "Professional services" as used in this subsection include, but are not limited to, any services provided by any licensed professional.

(iv) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

(v) Network Security (Cyber) and Privacy Insurance, including, but not limited to, coverage, including defense, for the following losses or services:

(a) Liability arising from theft, dissemination, and/or use of the Agency's confidential and personally identifiable information, including but not limited to, any information about an individual maintained by the Agency, including any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information regardless of how or where the information is stored or transmitted.

(b) Network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks; or the inability of an authorized third party to gain access to supplier systems and/or Agency data, including denial of service, unless caused by a mechanical or electrical failure; or introduction of any unauthorized software computer code or virus causing damage to the Agency or any other third party data.

(c) Lawfully insurable fines and penalties resulting or alleging from a data breach.

(d) Event management services and first-party loss expenses for a data breach response including crisis management services, credit monitoring for individuals, public relations, legal service advice, notification of affected parties, independent information security forensics firm, and costs to re-secure, re-create, and restore data or systems.

B. Minimum Limits. Consultant shall maintain at least the following minimum insurance limits:

(i) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of no less than $1,000,000 per accident.

(ii) Commercial General Liability insurance limits of no less than $1,000,000 per occurrence, $2,000,000 general aggregate.

(iii) Technology Errors and Omissions/Professional Liability insurance with limits of no less than $1,000,000 per claim, $1,000,000 policy aggregate limit.

(iv) Workers' Compensation insurance with statutory limits.

(v) Network Security (Cyber) and Privacy Insurance with limits no less than $1,000,000 per claim, $1,000,000 policy aggregate limit for network security and privacy coverage; $100,000 per claim for regulatory action (fines and penalties); and $250,000 per claim for event management services.

C. Required provisions. Consultant's Automobile Liability and Commercial General Liability insurance must contain, or be endorsed to contain, provision stating that they are primary insurance with respect to the Agency. Any insurance, self-insurance, or self-insured pool coverage maintained by the Agency is excess of Contractor's insurance and will not contribute to it.

D. Notice of cancellation. Consultant shall provide the Agency written notice of any policy cancellation within two business days of Consultant's receipt of such notice.

E. Coverage verification. Consultant shall furnish the Agency with original certificates and a copy of the amendatory endorsements, including but not limited to the additional insured endorsement, evidencing the minimum insurance requirements of Consultant before commencing work under this Agreement. Certificates of coverage required hereunder must be delivered to the Agency within thirty (30) days of execution of this Agreement.

F. Failure to Maintain Insurance. Consultant failure to maintain the required insurance constitutes a material breach of contract. If such breach is not cured within five (5) business days after demand by the Agency to the Consultant, the Agency may immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Agency on demand, or at the sole discretion of the Agency, offset against funds due Consultant from the Agency.

G. Availability of Full Coverage Limits. If Consultant maintains higher insurance limits than the minimums listed above, the Agency will likewise be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by Consultant, irrespective of whether such limits maintained by Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the Agency evidences limits of liability lower than those actually maintained by Consultant.

15. Record Keeping and Reporting.

A. Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, sufficient to reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. Consultant shall maintain such other records as may be deemed necessary by the Agency to ensure proper accounting of all funds contributed by the Agency to the performance of this Agreement, or as otherwise necessary to comply with the state Public Records Act. These records shall be maintained for a period of seven (7) years after termination of this Agreement or final payment hereunder, whichever occurs later, unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by the Agency.

B. Consultant, at such times and in such forms as the Agency may require, shall furnish the Agency with periodic reports pertaining to the work and services undertaken pursuant to this Agreement. Consultant will make available to the Agency all work-related accounts, records and documents for inspections, auditing, or evaluation during normal business hours in order to assess performance, compliance, and/or quality assurance under this Agreement, provided that any such inspection, audit, or evaluation shall not unreasonably disrupt Consultant's normal business operation.

16. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement are subject at all times to inspection, review, or audit by the Agency during the performance of this Agreement. Any delay or failure of the Agency to conduct such inspection or audit does not relieve Consultant of its obligations of performance under this Agreement, even if the Agency has knowledge or reason to know of some defective or noncompliant performance. The Agency may conduct an inspection or audit of Consultant's records and work related to this Agreement upon

reasonable advance notice to Consultant, and Consultant shall provide sufficient, safe, and reasonable facilities to allow the inspection or audit to proceed without undue interruption to Consultant's normal business. The Agency is entitled to receive a copy of the results of any such audit or other examination, whether performed by or on behalf of the Agency, or by or on behalf of Consultant.

17. Business Licenses and Taxes. Consultant will ensure, throughout the term of this Agreement and any extension hereof, that it obtains and maintains current business licenses in all participating cities (i.e., the "Principals" and "Subscribers," as those terms are defined in the applicable interlocal agreement), and that it remains current in payment of all state and local taxes due and owing to any jurisdiction where such taxes are owed.

18. Discrimination Prohibited. Consultant may 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, veteran or military status, marital status, or presence of any sensory, mental, or physical disability. Prohibited discrimination by Consultant constitutes cause for termination of this Agreement.

19. Assignment and Subcontract. Consultant may not assign, delegate, or subcontract any obligation to perform any portion of the services contemplated by this Agreement, or the right to compensation therefor, without prior written consent of the Agency.

20. Conflict of Interest. No officer, employee, or agent of the Agency, nor any member of the immediate family of any such officer, employee, or agent, has any personal financial interest, direct or indirect, in this Agreement, either in fact or in appearance. Consultant shall comply with all applicable federal, state, and Agency conflict of interest laws, statutes, regulations and policies. Consultant represents to the Agency that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that Consultant is asked to perform services for a project or third party that gives rise to a conflict or potential conflict of interest, Consultant will immediately disclose such conflict or potential conflict to the Agency. Consultant agrees that, during the term of this Agreement, Consultant will not employ any person having a conflict of interest with the Agency or the project contemplated by this Agreement.

21. Confidentiality. Except where otherwise available from public sources through lawful means, all information regarding the Agency obtained by Consultant in performance of this Agreement is confidential. Consultant may not, without the Agency's prior written consent, disclose to third parties information regarding the Agency that is not otherwise publicly available through lawful means. Breach of confidentiality by the Consultant is grounds for immediate termination.

22. Safeguarding of Personal Information.

A. Consultant may not use or disclose Personal Information, as defined in RCW 19.255.010, in any manner that would constitute a violation of federal law or applicable provisions of Washington State law. Consultant agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of Personal Information. Consultant shall ensure its directors, officers, employees, subcontractors or agents use Personal Information solely for the purposes of accomplishing the services set forth in this Agreement.

B. Consultant shall protect Personal Information collected, used, or acquired in connection with this Agreement, against unauthorized use, disclosure, modification, or loss. Consultant and its subconsultants agree not to release, divulge, publish, transfer, sell, or otherwise make Personal Information known to unauthorized persons without the express written consent of the Agency or as otherwise authorized by law. Consultant agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of Personal Information. Consultant shall make the Personal Information available to amend as directed by Agency and incorporate any amendments into all the copies maintained by Consultant or its employees, agents, or subconsultants.

C. Consultant shall certify the return or destruction of Personal Information, upon expiration or termination of the Agreement, and Consultant may retain no copies. If Consultant and the Agency mutually determine that return or destruction is not feasible, Consultant may not use the Personal Information in a manner other than those permitted or authorized by state and federal laws.

D. Consultant shall notify the Agency in writing immediately upon becoming aware of any unauthorized access, use or disclosure of Personal Information. Consultant shall take necessary steps to mitigate the harmful effects of such use or disclosure. Consultant is financially responsible for notification of any unauthorized access, use or disclosure. The details of the notification must be approved by Public Entity.

E. Any breach of this section may result in termination of this Agreement and the demand for return of all Personal Information.

23. Non-appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the Agency will so notify 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 without penalty or expense to the Agency upon the completion of all remaining services for which funds are allocated.

24. Entire Agreement. This Agreement, including the Exhibits referenced herein, contains the entire agreement between the parties, and it supersedes all oral or written proposals and contracts previously made on the subject matter hereof. Either party may request changes to this Agreement. No changes to this Agreement are effective unless reflected in written amendments to this Agreement, signed by both parties.

25. Notices. Notices required or permitted under this Agreement must be sent to the following addresses, and are considered effective only when delivered by the U.S. Mail, postage prepaid, return-receipt requested, or when personally delivered by messenger or nationally recognized overnight courier service (e.g., Federal Express), addressed to:

Agency: FileLocal
Attn: Kevin Fitzpatrick
C/O City of Seattle FAS Finance
700 Fifth Avenue, Suite 4350
P.O. Box 94669
Seattle, WA 98124-4669

Consultant: Leviathan Security Group
Attn: James Arlen
3220 1st Avenue S., Suite 100
Seattle, WA 98134

26. Applicable Law; Venue; Attorneys' Fees. This Agreement is governed by and shall be interpreted and construed in accordance with the laws of the State of Washington. The parties specifically understand and agree that King County, Washington, is the exclusive venue for any suit, arbitration, or other dispute-resolution proceeding instituted to resolve any dispute arising out of or related to this Agreement or the parties' performance hereunder. The prevailing party in any such action is entitled to its reasonable attorneys' fees, costs, and expenses incurred, the amount of which shall be fixed by the judge or arbitrator hearing the case, and such fees, costs, and expenses shall be included in the judgment or award.

27. 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 Agency and Consultant. The parties 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 effectuating the original intent of the parties with respect to the stricken provision.

AGREED TO AND EXECUTED BY:

WASHINGTON MULTI-CITY BUSINESS LICENSE AND TAX PORTAL AGENCY d/b/a FILELOCAL

By: _____
Kevin Fitzpatrick
Title: Program Manager

Date: 6/8/16

LEVIATHAN SECURITY GROUP, INC.

By: _____
Chad Thunberg
Title: Chief Operating Officer

Date: June 7, 2016

ATTEST AS TO FORM:

_____
David A. Linehan, Agency Attorney

## EXHIBIT A

## SCOPE OF WORK

Consultant shall provide the following services:

1.1. Interim CISO: Company will provide temporary Interim Chief Information Security Officer (CISO) staff augmentation support on a retained basis in support of the Client Information Security Management Program. Lee Brotherston, or other Company assigned staff pre-approved by Client, will act at Client written direction to complete duties as Client CISO of Record and/or trusted advisor SME guidance and strategic leadership support. Additional duties of Client CISO of Record shall, in conjunction with Client, manage Client's response to security audit questionnaires and other requests as required by Client's customers. Duties may include completing questionnaires and participating in conference calls with Client's customers.

1.2. Information Policy Team Leader: Company will provide support for regular Risk Assessment / Management and Policy / Standards guidance in the form of the Information Policy Team (IPT) monthly meeting materials (Progress, Risk Treatment, Risk Register, Tasks) and attend monthly IPT meetings. Additionally, IPT Leader to attend bi-weekly Company / Client update meetings.

1.3. Refine the adopted policies, and assist with the development of the procedures for cities and vendors to follow related to the policies.

1.4. Vulnerability Assessment and Management Process: Company will provide ongoing support to ensure the smooth operation of the Vulnerability Assessment and Management process, assisting in prioritization, risk assessment and artifact generation / follow through on the part of the operations teams.

1.5. Security Incident Management: Company to provide up to 5 days of Security Incident Management and Support as necessary to ensure that Client operations may be resumed as quickly as possible. In the case that a Security Incident requires more than the included 5 days of effort, Client may elect to utilize allocated days or purchase additional time at the rate of $200/hour (blended rate – any Leviathan staff member).

1.6. Identified and Prioritized Remediation Tasks: Company will act at Client direction to prioritize work packages developed through quarterly joint analysis of ISO 27000-series Information Security Management Program compliance. The outcomes of this analysis will be documented as joint Company/Client decisions on the subsequent quarterly effort.

1.7. Security Assessment: of the FileLocal platform from the perspective of a member city. Tests will be performed on site at two cities using those cities own X509 certificates for authentication and networks for access to facilitate testing the FileLocal platform from a city perspective. Consultant security assessment will use a combination of automated and manual assessment methodologies and solely focus on identifying vulnerabilities in

Internet-accessible interfaces. The Company will also perform an automated vulnerability assessment of the underlying infrastructure to identify security flaws. Company will evaluate for security and privacy vulnerabilities including those found in the OWASP Top 10. These vulnerability and weakness categories include:

- Authentication
  - Brute Force
  - Weak Password Recovery Workflow
  - Weak Authentication Requirements
- Authorization
  - Insufficiently Random Sessions
  - Insufficient Session Expiration
  - Unauthorized Access
- Injection
  - File
  - LDAP
  - SQL
  - Server Side Include (SSI)
  - XML/XPath
  - Shell
  - Buffer Overflows
- Logic Attacks
  - Insufficient Anti-automation Controls
  - Insufficient Process Validation
  - Abuse of Functionality
  - Cryptography
- Operations
  - Missing and misapplied patches
  - Default and Easily Guest Passwords
  - Insecure Configuration
  - Needlessly Exposed Services and Applications
  - Session Fixation
- Information Disclosure
  - Directory Indexing
  - Improper Error and Exception Management
  - Information Leaks
- Client Side Attacks
  - Cross-site Scripting
  - Cross-site Request Forgery
  - Phishing
  - Spoofed Content
  - Man in the middle
  - Replay

1.7.1. Post-remediation Evaluation Assessment: Subsequent to Client implementation of remediation activities related to any identified Critical or High ranked vulnerabilities, Company will perform targeted re-testing and confirm the effectiveness of remediation activities.

1.7.2. Deliverable: Upon completion of the testing, the Company will deliver:

- a report containing the following components:
- Executive summary, including a high level summary of the analysis and findings and prioritized recommendations for remediation
- A brief description of assessment methodologies.
- A detailed discussion of analysis results, including relevant findings, risk levels, and recommended corrective action.
- Appendices with relevant raw data, output, and reports from the analysis tools used during the engagement.

1.7. Executive summary, including a high level summary of the work accomplished over the preceding year.

1.8. Assessment of the current state of the Client Information Security Management Program.

1.9. Detailed Gap Analysis of the current state of the Client Information Security Management Program relative to the expected and required level of maturity for Client operations.

1.10. Year Three Plan identifying the work packages which should be prioritized for effort ongoing and assessment of Client internal capability relative to ISO 27000-series requirements.

**EXHIBIT B**

**FileLocal Agency**
**Billing Invoice**

To: FileLocal
700 Fifth Avenue, Suite 4350
P.O. Box 94669
Seattle, WA 98124-4669
Kevin.Fitzpatrick-FLO@seattle.gov
Laurie.McVay-FLO@seattle.gov

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**

WASHINGTON MULTI-CITY BUSINESS LICENSE AND TAX PORTAL AGENCY
d/b/a FILELOCAL
TAX IDENTIFICATION NUMBER

In order for you to receive payment from FileLocal, you 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 City 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 Agency prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

__X__ Corporation _____ Partnership _____ Government Consultant

_____ Individual/Proprietor _____ Other (explain)

TIN No.: 20-4887705

Social Security No.: _____

Print Name: Nora Duffy

Title: Accountant

Business Name: Leviathan Security Group, Inc.

Business Address: 3223 3rd Ave. S., Suite 100, Seattle, WA 98134

Business Phone: 866.452.6997

Dec. 6, 2016 _____

Date

Authorized Signature (Required)