RESOLUTION NO. FL2024-09

A Resolution of the Washington Multi-City Business License and Tax Portal Agency Executive Board Authorizing a Contract with Francis and Company to Provide Accounting Services for 2025-2026.

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

Whereas, Pursuant to Section 6 of the Washington Multi-City Business License and Tax Portal Agency Interlocal Agreement, the Executive Board of FileLocal has the power to enter into agreements with third parties for the provision of services necessary to fully implement the purposes of FileLocal and the Interlocal Agreement; and

Whereas FileLocal has previously contracted with Francis and Company to provide accounting services to FileLocal, pursuant to contract, and

Whereas to preserve the continuity and quality of accounting services, FileLocal would like to retain Francis and Company as its accounting services vendor for the period 2025-2026 due to it history and familiarity with FileLocal.

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 Portal Agency Manager to execute a contract with Francis and Company covering the period 2025-2026, substantially in the form as set forth in Attachment A to this Resolution.

ADOPTED this 21st day of November 2024

ATTEST:

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

Julie Panick
Julie Panick (Jan 10, 2025 07:13 PST)

Board Secretary

Paula Painter
Paula Painter (Jan 7, 2025 08:47 PST)

Board Chair

CONSULTANT SERVICES CONTRACT BETWEEN THE WASHINGTON MULTI-CITY BUSINESS LICENSE AND TAX PORTAL AGENCY AND FRANCIS & COMPANY, PLLC, FOR ACCOUNTING AND TREASURER SERVICES

This Agreement ("Agreement") is made by and between the Washington Multi-City Business License and Tax Portal Agency d/b/a FileLocal ("Agency"), and Francis & Company, PLLC (hereinafter the "Consultant"), a corporation organized under the laws of the State of Washington, located and doing business at 200 W. Mercer St., Suite 208, Seattle, WA 98119.

RECITALS

WHEREAS, the Agency is required by law and its Fiscal Manual to prepare annual budgets, maintain accurate accounting and financial records, and implement financial controls; and

WHEREAS, the Agency previously selected Consultant to provide accounting and financial management services, and Consultant has provided such services pursuant to previously executed contracts; and

WHEREAS, the Agency recognizes Consultant's expertise and extensive knowledge of Agency's financial policies, procedures, and operations in this area and desires for Consultant to continue providing Agency with such services, and Consultant has agreed to provide these services on the terms and conditions provided in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS

I. Description of Work.

Consultant shall perform the services specified in Exhibit A ("Scope of Services") attached hereto. Consultant represents and warrants that it and any staff member assigned to the work will have the requisite training, skill, and experience necessary to provide the services required by this Agreement and, where required, is/are appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant and its subconsultant(s) under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances. Consultant shall not subcontract for the performance of any work under this Agreement without prior written permission of the Agency.

II. Payment

A. The Agency shall pay Consultant an amount based on Consultant's hourly rates for the services described in Section I herein. The total compensation to be paid to Consultant for services provided under this Agreement shall not exceed $78,000, for annual accounting and financial management services, and $10,000 for external audit support services, in any calendar year except upon approval in advance and in writing by the Agency. Consultant shall bill Agency based on the hourly rates and charges attached hereto as Exhibit B ("Consultant's Hourly Rates and Charges") and incorporated herein by this reference.

B. Consultant shall submit monthly invoices to the Agency for all work performed during the previous month. The Agency shall pay the full amount of an invoice within sixty (60) days of receipt. If the Agency objects to all or any portion of any invoice, it shall so notify Consultant within fifteen (15) days from the date of receipt of the invoice and shall pay that portion of the invoice not in dispute, and the parties shall immediately make a good faith effort to settle the disputed portion.

C. Consultant will not undertake any work or otherwise financially obligate the Agency in excess of the not-to-exceed amount in Section II(A) above without a duly authorized amendment to this Agreement.

III. Relationship of Parties

The parties intend that an independent contractor-client relationship will be created by this Agreement. As Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the Agency hereunder, no agent, employee, representative or sub-consultant of Consultant shall be or shall be deemed to be the employee, agent, representative, or sub-consultant of the Agency. In the performance of the work, Consultant is an independent contractor with the ability to control and direct the performance and details of the work, with the Agency being interested only in the results obtained under this Agreement. None of the benefits provided by the Agency to its employees, including, but not limited to, compensation, insurance, and unemployment insurance, are available from the Agency to the employees, agents, representatives, or sub-consultants of Consultant. Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives, and sub-consultants during the performance of this Agreement. The Agency may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that Consultant performs hereunder.

IV. Duration of Agreement

This Agreement is effective as of the date it is last signed by the parties hereto, and shall remain in effect until December 31, 2026, unless terminated sooner by written notice in accordance with Section V, below.

V. Termination

A. Termination of Agreement. The Agency may terminate this Agreement for public convenience, Consultant's default, Consultant's insolvency or bankruptcy, or Consultant's assignment for the benefit of creditors, at any time prior to the expiration of this Agreement. Termination shall be effective immediately upon delivery of written notice by the Agency to Consultant, or on such date as stated in the Agency's notice, whichever is later.

B. Rights Upon Termination. In the event of termination, the Agency shall pay for all services satisfactorily performed by Consultant up to and including the effective date of termination, as described on a final invoice submitted to the Agency. Said amount shall not exceed the amount in Section II above. After termination, the Agency may take possession of all work product, records, and data within Consultant's possession pertaining to this Agreement, which records and data may be used by the Agency without restriction. Upon termination, the Agency may take over the work and prosecute the same to completion, by contract or otherwise.

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, Consultant, its subcontractors, or any person acting on behalf of Consultant or its sub-consultants shall not by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

Consultant shall defend, indemnify, and hold the Agency, its officers, officials, employees, agents, contractors, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Agency. The Agency's inspection or acceptance of any of Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification. 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 Consultant and the Agency, its officers, officials, employees, agents, contractors, and/or volunteers, Consultant's liability hereunder shall be only to the extent of Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY CONSULTANT'S EMPLOYEES DIRECTLY AGAINST CONSULTANT.

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

VIII. Insurance

A. 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 Consultant, its subconsultants, agents, representatives, or employees.

B. 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 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The Agency shall be named by endorsement as an insured under Consultant's Commercial General Liability insurance policy with respect to the work performed for the Agency.

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

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

C. 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.

D. Consultant is responsible for the payment of any deductible or self-insured retention that is required by any of Consultant's insurance. If the Agency is required to contribute to the deductible under any of Consultant's insurance policies, Consultant shall reimburse the Agency for the full amount of the deductible within 10 working days of the Agency's deductible payment.

E. The Agency shall be named as an additional insured on Consultant's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in subsections B and C, above. The Agency reserves the right to receive a certified and complete copy of all of Consultant's insurance policies.

F. Consultant's insurance coverage shall be primary insurance with respect to the Agency. Any insurance, self-insurance, or insurance pool coverage maintained by the Agency shall be excess of Consultant's insurance and shall not contribute with it. The Agency's own liability policy(ies) will be considered excess coverage with respect to defense and indemnity of the Agency only and no other party.

G. 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 certified mail, return receipt requested, has been given to the Agency.

H. If any coverage is written on a "claims made" basis, then a minimum of three years' extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the Agency upon request.

I. Acceptability of Insurers. Consultant's insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

IX. Exchange of Information

The Agency warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that Consultant will notify the Agency of any inaccuracies in the information provided by the Agency as may be discovered in the process of performing the work, and that the Agency is entitled to rely upon any information supplied by Consultant pursuant to this Agreement.

X. Ownership and Use of Records and Documents

Original documents, drawings, designs and reports (“work product”) developed under this Agreement shall belong to and become the property of the Agency. All written information submitted by the Agency to Consultant in connection with the services performed by Consultant under this Agreement will be safeguarded by Consultant to at least the same extent as Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by Consultant from third parties, Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

XI. Agency's Right of Inspection

Even though Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the applicable deadlines established by the Agency for completion, and the work must meet the approval of the Agency. Consultant’s work shall be subject to the Agency’s general right of inspection to secure the satisfactory completion thereof. Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now applicable or become applicable to Consultant's business, equipment, and personnel.

XII. Consultant to Maintain Records to Support Independent Contractor Status

By the effective date of this Agreement (or shortly thereafter), Consultant shall comply with all federal and state laws applicable to independent contractors, including, but not limited to the maintenance of a separate set of books and records that reflect all Items of income and expenses of Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by Consultant under this Agreement do not give rise to an employer- employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. Work Performed at Consultant’s Risk

Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at Consultant's own risk, and Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by Consultant for use In connection with the work.

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

Should any dispute, misunderstanding, or conflict arise as to the terms and conditions of this Agreement, the matter shall first be referred to the Program Manager of the Agency, who shall determine the term or provision's true intent or meaning. The Program Manager shall also decide all questions that may arise between the parties relative to the actual services provided or to the sufficiency or timeliness of Consultant's or Agency's performance hereunder.

If any dispute arises between the Agency and Consultant under any of the provisions of this Agreement that cannot be resolved by the Program Manager's determination in a reasonable time or if Consultant does not agree with the Program Manager's decision on the disputed matter, then any resulting litigation must be filed in King County Superior Court, King County, Washington, which the parties agree shall be the exclusive venue for disputes relating to the interpretation, performance, or enforcement of this Agreement. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of Washington without reference to its choice-of-law rules. The non-prevailing party, in any action brought to interpret or enforce this Agreement, shall pay the other party's expenses, including reasonable attorney's fees.

XVI. Written Notice

Unless otherwise specified, any written notice required by this Agreement shall become effective upon the date of receipt (which may be conclusively determined by certified mail, return receipt requested, or other equivalent proof of receipt), and shall be deemed sufficiently given if delivered to the addressee at the address stated below:

CONSULTANT:

Francis & Company, PLLC
Attn: Horace Francis, CPA
200 W. Mercer St., Suite 208
Seattle, WA 98119

AGENCY:

FileLocal
Attn: Program Manager
700 Fifth Avenue, Suite 4350
Seattle, WA 98104

XVII. Assignment

Any assignment of this Agreement by Consultant without the written consent of the Agency is void. If the Agency gives its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment may be made without the Agency's consent.

XVIII. Modification and Severability

No waiver, alteration, or modification of any of the provisions of this Agreement is binding unless in writing and signed by the duly authorized representatives of the Agency and Consultant.

The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

XIX. Entire Agreement

The written provisions and terms of this Agreement, together with any Exhibits attached hereto, supersede all prior verbal statements of any officer or other representative of the Agency, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever this Agreement. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed prior to the execution of this Agreement. Should any language in any of the Exhibits to this Agreement conflict with any language contained herein, then this Agreement controls.

AGREED TO AND EXECUTED BY:

CONSULTANT

By: _____
Managing Director, CEO
Francis & Company PLLC

Date: _____

AGENCY

By: _____
Scott Hitchcock[1], Program Manager

Date: _____

APPROVED AS TO FORM:

_____
Agency Attorney

ATTEST:

_____
Agency Secretary

11

EXHIBIT A

Scope of Services

1. Annual Accounting and Financial Management Consulting Services

Partner or Manager work with the Program Manager throughout the year as necessary to ensure that accounting and compliance issues are properly considered in the ongoing operation of the Agency. These services could include attendance at meetings with the Executive Director, Board and or Committee meetings.

Work with the Program Manager to track expenditures, verify expenditures, conduct periodic compliance monitoring, provide monthly financial statements, maintain accounting information within chart of accounts, maintain general ledger, reporting formats, internal control policies and procedures, and applicable governmental accounting requirements.

Assist with other financial and banking items such as invoicing to cities, receipts of payments from cities, deposits to bank, bank account reconciliation, and provide supporting documents for bank account along with monthly financial statements.

Work with the Program Manager to prepare annual operating budget.

Produce a full set of year-end financial statements (including management's discussion and analysis and footnotes) in accordance with generally accepted accounting principles for annual audit. Present compiled annual financial statements to management and file the annual report with the State Auditor.

2. Supporting Services for External Audits of Filelocal by the State Auditor

Serve as the primary contact on behalf of Filelocal for its annual or biannual audits performed by the State Auditor. Meet with the auditor to plan the audit, work with the auditor during each audit to supply the supporting documents needed, and resolve issues identified during the audit process. Keep management updated on the progress of the audit. The external audit has been done bi-annually, every two years. The next audit, for the years 2022 and 2023, is expected to start in December 2024.

EXHIBIT B

Consultant's Hourly Rates and Charges

Partner	$375
Senior Manager	$250
Manager	$210
Senior Accountant	$200
Staff Accountant	$170
Bookkeeping	$100