FileLocal

700 5th Avenue, M/S SMT 60-70
P.O. Box 94669
Seattle, WA 98124-4669

Executive Board:

Jamie Thomas
City of Auburn

Jamie Robinson
City of Bellevue

Jeff Friend
City of Des Moines

Susy Haugen, Vice-Chair
City of Everett

Paula Painter
City of Kent

Lindsey Vaughn
City of Lake Forest Park

Kari Roller
City of Renton

Jamie Carnell
City of Seattle

Andy Cherullo, Chair
City of Tacoma

Executive Board Special Meeting Agenda

August 30, 2023

TEAMS CONFERENCE CALL

Seattle Municipal Tower
700 5th Avenue, Room 4096
Seattle, WA

1. **CALL TO ORDER**
   a. Roll Call

2. **PUBLIC COMMENT***

3. **ACTION ITEMS**
   A. Resolution **FL2023-03 Avenu Insights Contract Extension** (Supermajority Vote)
      I. Briefing Paper: **FL2023-03**
      II. Resolution: **FL2023-03**
      III. Attachment A: **Contract**

   B. Contract Ratification: **Legal Services with Inslee, Best, Doezie & Ryder for the City of Snoqualmie FileLocal exit. (**Majority vote**)**
      I. Attachment: **Agreement for Legal Services**

4. **NEXT MEETING**
   A. September 28, 2023

5. **ADJOURNMENT**

*A public comment period is provided to allow the public to briefly present information, topics or issues that they feel should be considered by the board. Presentation should be limited to three minutes and be summary in nature. The board may decide to discuss the topic briefly at that time or to request its placement on a future agenda.

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Resolution FL2023-03 Briefing Paper Contract Extension with Avenu Insights to provide a Multi-City Business License and Tax Portal

Date: August 30, 2023

Issue: Shall the Washington Multi-City Business License and Tax Portal Agency ("Agency") Executive Board approve a contract extension with Avenu Insights to provide a Multi-City Business License and Tax Portal?

Recommendation: The Portal Agency Executive Board should pass Resolution FL2023-03 and approve the Avenu contract extension.

Rationale: Section 6 of the Washington Multi-City Business License and Tax Portal Agency Interlocal Agreement grants the Executive Board of the FileLocal Agency the power to enter into agreements with third parties for the provision of services necessary to fully implement the purposes of the Agency and the Interlocal Agreement.

Background: The Multi-City Business License and Tax Portal Contract (FAS 3102) was for a 5-year period with one 5-year extension that expires on September 6, 2023. The Agency now wishes to extend the contract an additional 3 years until new platform requirements and vendor options can be determined.

RESOLUTION NO. FL2023-03

A Resolution of the Washington Multi-City Business License and Tax Portal Agency Executive Board Authorizing a Contract Extension with Avenu Insights to provide a Multi-City Business License and Tax Portal

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 the FileLocal Agency; and

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

Whereas the City of Seattle originally contracted with Ram Ware LLC (dba eGov) to provide a Multi-City Business License and Tax Portal during the implementation phase and initial launch period, and that contract was later assigned to the FileLocal Agency.

Whereas eGov was acquired by Avenu Insights in January 2017.

Whereas the Agency would now like to extend the Avenu Insights contract as its Multi-City Business license and Tax Portal vendor 3 additional years.

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 Program Manager to execute a contract extension with Avenu Insights to commence on September 6, 2023, and continue in effect for three (3) years, through September 5, 2026, substantially in the form as set forth in Attachment A to this Resolution.

ADOPTED this ____ day of _____, 2023.

ATTEST:

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

_____
Board Secretary

_____
Board Chair

AGREEMENT 0000003102

AMENDMENT NO. 4

TO CONTRACT FOR

MULTI-CITY BUSINESS LICENSE AND TAX PORTAL SOLUTION

THIS CONTRACT AMENDMENT No. 4 ("Amendment No. 4") is made and entered into as of September 6, 2023, by and between the Washington Multi-City Business License and Tax Portal Agency d/b/a FileLocal ("CLIENT"), a Washington municipal corporation, and Avenu Insights & Analytics, LLC, a Delaware limited liability company ("CONSULTANT") (referred to individually as "Party", and collectively as the "Parties").

The CLIENT and CONSULTANT agree as follows:

WHEREAS, as the result of a RFP process for a Multi City Business License and Tax Portal Solution, the City of Seattle awarded Ram Ware, LLC dba e-Gov Systems a contract in May 2013, to provide the development, implementation, and oversight of a Multi-City Business License and Tax Portal for the City of Seattle and other Washington Cities as specified in the attached Contract 0000003102, Attachment A - Statement of Work, Attachment B - Service Level Agreement, and Attachment C Payment Schedule Agreement ("Contract #3102" or "Agreement");

WHEREAS, for the sake of clarity, notwithstanding the reference to Attachment B – Service Level Agreement, the executed Agreement did not include an Attachment B – Service Level Agreement;

WHEREAS, the Agreement was thereafter amended three times by Amendment #1 (dated December 4, 2013), Amendment #2 (dated February 3, 2014), and Amendment #3 (dated June 10, 2014);

WHEREAS, the Agreement was assigned to the Washington Multi-City Business License and Tax Portal Agency ("Agency" or "CLIENT") on April 14, 2016, and subsequently assigned to Avenu Insights & Analytics, LLC ("Avenu" or "CONSULTANT");

WHEREAS, the initial term of the Agreement was for five (5) years, to begin on September 6, 2013 through September 5, 2018, with an option to extend with five (5) one (1) year increments, for a total contract life through September 5, 2023, if all extensions are exercised by the CLIENT, and a total contract value of $1,384,970;

WHEREAS, the CLIENT and CONSULTANT desire to extend the term of the Agreement; remove the Agreement's Termination for City's Convenience; increase the Agreement amount; and include an Attachment B – Service Level Agreement per this Amendment No. 4.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and

performance, the CLIENT and CONSULTANT mutually agree to amend the Agreement as follows:

1. Section 1 (Term of Contract) shall be amended as follows:

   The term of this Agreement shall begin on the date of the last party signature ("Effective Date") and shall continue in effect through December 31, 2026, unless terminated earlier in accordance with the provisions of the Agreement.

2. Section 40.2 (Termination for City's Convenience) shall be deleted and replaced with the following:

   For City's Convenience: The City may terminate this Contract at any time after December 31, 2024, without cause and for any reason including the City's convenience, upon thirty (30) days' written notice.

3. Attachment B – Service Level Agreement, attached hereto, is hereby added to, and made Exhibit B of the Agreement.

4. Attachment C – Payment Schedule is deleted in its entirety and replaced with the Attachment C- Payment Schedule, attached hereto.

5. In all other respects, the Agreement remains unchanged.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained herein, or attached and incorporated and made part hereof, the Parties have executed this Amendment No. 4 by having their authorized representatives affix their signatures below.

AVENU INSIGHTS & ANALYTICS, LLC	**WASHINGTON MULTI-CITY BUSINESS LICENSE AND TAX PORTAL AGENCY**
BY: _____	BY: _____
NAME: _____	NAME: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____

Attachment B

SERVICE LEVEL AGREEMENT

AMENDMENT 4

to

CONTRACT FOR MULTI-CITY

BUSINESS LICENCE AND TAX PORTAL SOLUTION

CONTRACT #3102

September 6, 2023

AVENU INSIGHTS & ANALYTICS, LLC
TAX CLOUD SERVICE LEVEL AGREEMENT

This Tax Cloud Service Level Agreement ("SLA") is agreed to between AVENU INSIGHTS & ANALYTICS, LLC ("CONSULTANT") and the WASHINGTON MULTI-CITY BUSINESS LICENSE AND TAX PORTAL AGENCY d/b/a FileLocal ("CLIENT").

A. PLATFORM AVAILABILITY SLA

A.1 Service Commitment

CONSULTANT shall use reasonable commercial efforts to (i) monitor and maintain the Platform host servers and to ensure connectivity, availability, and operation of the host servers on the World Wide Web consistent with CONSULTANT's Availability Targets set forth below; (ii) monitor hardware and systems software and environmental controls; and (iii) provide CONSULTANT's standard activity and service level reporting.

A.2. Availability Target

CONSULTANT shall use commercially reasonable efforts to maintain Availability of the Platform 99.9% of the time during each calendar monthly reporting period ("Availability Target"), excluding (i) Scheduled Maintenance Windows; (ii) Emergency Maintenance; (iii) unavailability caused by acts or omissions of CLIENT or its agents; (iv) unavailability caused by network unavailability or bandwidth limitations outside of the CONSULTANT network; (v) issues arising from problems in the software, firmware or hardware of CONSULTANT's suppliers; (vi) hacks, malicious introduction of viruses, disabling devices, and other forms of attacks that disrupt access to the Platform; (vii) power outages or other telecommunications or Internet failures; and (viii) events outside of CONSULTANT's control. In the case of subsections (iv) and (v), such events shall be included in the calculation of Availability if the outage could have been prevented by reasonable and customary precautions in the hosting industry, which precautions were not taken.

The availability of the Platform for a given calendar month will be calculated according to the following formula ("Platform Availability"). CONSULTANT's records and data will be the sole basis for all SLA calculations and determinations. TMM = Total minutes in the month; TMU = Total minutes in the month the Platform is unavailable.

$$\text{Platform Availability} = ((TMM-TMU) \times 100)/TMM.$$

A.3 Scheduled Maintenance Window

Scheduled Maintenance Window shall mean the designated time periods during which CONSULTANT may limit or suspend CLIENT access to the Platform to perform regularly or routine scheduled maintenance. CONSULTANT's Scheduled Maintenance Window is Saturday from 5:00 AM United States Eastern Time ("US ET") to 8:00 AM US ET; however, CONSULTANT shall have the right to change the Scheduled Maintenance Window, provided CONSULTANT provides written notice to CLIENT in advance of any such change.

CONSULTANT shall make all commercially reasonable efforts to minimize the impact of the Scheduled Maintenance Window

A.4 Emergency Maintenance

CONSULTANT reserves the right to perform Emergency Maintenance outside of the Scheduled Maintenance Window. CONSULTANT shall make commercially reasonable efforts to notify CLIENT prior to commencing any Emergency Maintenance outside of the Scheduled Maintenance Window and shall make commercially reasonable efforts to minimize the impact of any Emergency Maintenance.

B. STANDARD SUPPORT SLA

B.1 Standard Support Definitions and SLA

Standard Support Definitions		SLA Monthly Performance Level Target
Assigned Resources	General Support Team	N/A
Technical Support	24 x 7 Support via Voice, Email and Web Tickets	N/A
Initial Response Time	Critical/High Issues: Up to 24 Hours Medium/Low Issues: Up to 96 Hours	> 97%
Average Time to Answer (1-20th of the month)	< 5 Minutes	> 97%
Average Time to Answer (21st - end of month)	< 30 Minutes	> 97%
First Call Resolution	>70% (Measured Monthly)	> 97%
Abandonment Rate	< 10% (Measured Monthly)	> 97%
Customer Community	Unlimited Access	N/A
Knowledge Portal	Unlimited Access	N/A

B.2 Standard Support Target Resolution SLA

Severity Classification	Standard Support Target Resolution or Mitigation Times
Critical	96 Hours
High	3 Weeks
Medium	6 Weeks or Next Release
Low	Case by Case Basis, Future Releases

B.3 Standard Support Issue Classification and Assignment

CONSULTANT's General Support Team shall prioritize a standard support case based on the severity classification. When CLIENT submits a standard support case, CLIENT shall identify the severity classification level (as defined in the table below). CONSULTANT will rely upon CLIENT's severity classification for assignment; however, the assigned severity classification of a standard support case may be re-classified by mutual agreement during the resolution process. Both parties agree to act in good faith in determining the severity classification.

Severity Classification	Description
Critical	Platform is completely unavailable, or performance is so poor as to render the Platform unusable. No work-around exists
High	A major functionality of the Platform is unusable which results in limited functionality or affects a large number of users
Medium	Loss of a function or resource that does not seriously affect the Platform's functionality.
Medium P1 (Urgent)	Material business impact requiring an immediate solution or temporary fix; Critical software is not available; One primary or all locations are impacted, and users are unable to perform their duties causing a material business impact
Medium P2 (High)	Possible high business impact which could have a material impact through the inability of the application(s) to perform the business functions specified; A key enterprise software component is down, degraded or unusable
Medium P3 (Medium)	Moderate business impact but the business service, application or system is still functioning; A software component or procedure not considered to be critical by Client's is down, unusable or difficult to use
Low	Minor bugs and all other requests for service, such as general usage questions.

B.4 Standard Support Case Submission

CLIENT may submit a standard support case for all severity classifications, except Critical issue classifications (as defined in the table above in Section B.3), by phone or through CONSULTANT's Support Portal. Critical issue classifications may only be submitted by telephone via the CONSULTANT General Support Team number located on the CONSULTANT's Support Portal. If CLIENT submits a standard support case through the Support Portal and the severity classification is increased to Critical, CLIENT must resubmit CLIENT's standard support case by telephone via the CONSULTANT General Support Team number located on the CONSULTANT's Support Portal. A submission of support case on the CONSULTANT's Support Portal shall include the CLIENT's name, CLIENT's organization ID; a description of the use and business impact; and any additional information CLIENT

reasonably believes will assist with CONSULTANT's analysis (for example, any environmental changes including network or firewall changes, new configurations, previous troubleshooting efforts, etc.).

B.5 Definitions

Issue: An "Issue" does not include any problem with or damage to the Platform to the extent caused by: (i) CLIENT's negligence, abuse, misuse, improper handling and/or use, (ii) modifications by anyone other than CONSULTANT or its contractors; (iii) failure to operate the Platform in accordance with the user guides; or (iv) events outside of CONSULTANT's control.

Initial Response Time: "Initial Response Time" is the period of time between receipt of the issue description by CONSULTANT Support and initial response to CLIENT.

Target Resolution or Mitigation Time: "Target Resolution or Mitigation Time" is the period of time in which CONSULTANT Support will diagnose and resolve an Issue or provide a mitigation to the Issue. Target Resolution or Mitigation Time begins at the end of the applicable Initial Response Time period. Resolution is not applicable if there is a dependency on an external vendor, for example Facebook or Twitter. CONSULTANT proactively monitors the Platform, systems, and connectivity. CONSULTANT will notify CLIENT promptly regarding any major site outages or any unplanned maintenance procedures. CLIENT shall provide a contact list of key personnel with current contact information for escalation within CLIENT's organization for such notifications.

C. MONTHLY BUSINESS REPORT

CONSULTANT shall make commercially reasonable efforts to provide CLIENT with a Monthly Business Report that includes consolidated reporting on the Platform Availability and Standard Support Monthly Performance Level Targets.

D. SLA CREDIT CALCULATION

In the event that the Monthly Business Report demonstrates that the CONSULTANT failed to meet SLA for Platform Availability or Standard Support set forth above, CLIENT shall be eligible for a Service Credit(s).

To request a Service Credit(s), CLIENT shall notify CONSULTANT's General Support Team via CONSULTANT's Support Portal within thirty (30) days of the CONSULTANT's failure to meet the SLA.

Service Credits shall be calculated as a percentage of the Base Fee, as defined in Amendment No. 4 Exhibit C, paid by CLIENT during the monthly billing cycle(s) that includes the last calendar month in which the SLAs were not achieved, and in accordance with the following schedule:

Service Credit for Failure to Meet Platform Availability SLA (of 99.9%): Five percent (5%) of Base Fee

Service Credit for Failure to Meet Standard Support Monthly Performance Level Target

SLA (>97%): Five percent (5%) of Base Fee

The aggregate and total maximum percentage of Service Credit to be issued by CONSULTANT to CLIENT for any and all service level deficiencies of any kind related to Platform Availability or Standard Support shall not exceed Five Percent (5%) per month. Service Credits shall only apply against future Base Fee payments and shall not entitle CLIENT to any refund or other payments from CONSULTANT. Service Credits shall not be transferred or applied to any other services. For the avoidance of doubt, Service Credits shall not be apply to Additional Transaction Fees or any fees for additional services, including, but not limited to any fees for the Avenu Payments Agreement or any additional bundled Services to be provided to CLIENT. Service Credits are CLIENT's sole and exclusive remedy for any service level deficiencies of any kind related to Platform Availability or Standard Support.

Attachment C

PAYMENT SCHEDULE

AMENDMENT 4

to

CONTRACT FOR MULTI-CITY
BUSINESS LICENCE AND TAX PORTAL SOLUTION
CONTRACT #3102

September 6, 2023

PAYMENT SCHEDULE

This Payment Schedule is between AVENU INSIGHTS & ANALYTICS, LLC ("CONSULTANT") and the WASHINGTON MULTI-CITY BUSINESS LICENSE AND TAX PORTAL AGENCY ("CLIENT").

The below schedule of payments is agreed to between CONSULTANT and CLIENT for the Application Service Provider (ASP) Hosting, License Fees, and Transactional Fees services as defined by the Statement of Work under Contract #3102 ("Services").

The Payment Schedule is set forth in the table below and includes the following transactional limits.

Payment Schedule	Base Fee	Discounted Base Fee	Transactional Limit	Additional Transaction Fee
September 6, 2023 – December 31, 2023	$225,000	N/A	N/A	N/A
January 1, 2024 – December 31, 2024	$1,050,000	$976,500	335,000	$3.25 per filing
January 1, 2025 – December 31, 2025	$1,155,000	$1,074,150	415,000	$3.25 per filing
January 1, 2026 – December 31, 2026	$1,270,500	$1,181,565	510,000	$3.25 per filing

In consideration of the execution of the Avenu Payments Agreement, attached hereto as Addendum C-1, the Base Fee for January 1, 2024 – December 31, 2024, and January 1, 2025 – December 31, 2025, and January 1, 2026 – December 31, 2026 are discounted by Seven Percent (7%) from $1,050,000 to $976,500, and $1,155,000 to $1,074,150, and $1,270, 500 to $1,181,565, respectively.

If CLIENT terminates the Avenu Payments Agreement prior to the expiration of the Payments Agreement Term on December 31, 2026, the Base Fee for January 1, 2024 – December 31, 2024, and January 1, 2025 – December 31, 2025, and January 1, 2026 – December 31, 2026 shall be adjusted at the time of termination to exclude the discount.

Additional Transaction Fees (in excess of the Base Fee Transactional Limit)

Additional transactions in excess of the Base Fee Transaction Limit set forth in the table above will be charged at Three Dollars and Twenty-Five Cents ($3.25) per filing.

Fees for Additional Jurisdictions

Additional jurisdictions joining the portal will be charged $165 per hour on a time and materials basis for any onboarding and configuration services ("Onboarding and Configuration Services") required from Vendor to connect to the Portal but will not be charged an additional licensing fee. Transaction fees for any additional jurisdictions which join the portal will be counted towards the transaction limit and invoiced according to the Payment Schedule set forth above.

Fees for Fixed Hourly Rate Services

The following Professional Fee Schedule outlines the hourly rate terms for supplemental or extra professional services provided by CONSULTANT (Fixed Hourly Rate Services).

Professional Fee Schedule for Fixed Hourly Rate Services	
Resource / Skillset	**Hourly Rate**
Back-end Developer	$175
Front-end Developer	$140
Project Manager	$135
UI/UX Designer	$125
Quality Assurance Analyst	$115
Business Analyst	$105

Tax

All taxes applicable taxes due in the State of Washington will be paid by the vendor. Sales tax of 9.5% will be added to each invoice where applicable.

Invoicing Instructions and Contact Information

The Base Fee and any Additional Transactions Fees shall be invoiced monthly. When accrued, the Fees for Onboarding and Configuring Services or Fixed Hourly Rate Services shall be separately invoiced monthly.

For the Onboarding and Configuring Services and Fixed Hourly Rate Services rendered, CONSULTANT's Project Manager will present CLIENT an acceptance certificate for signature. Upon receipt of the signed acceptance certificate, CONSULTANT will submit an invoice to the designated CLIENT contact.

The CLIENT will make payments to CONSULTANT within thirty (30) days after the date of each invoice. The CLIENT will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution.

Invoices to be sent to:

Name	
Email	
Address	

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made and entered upon mutual execution ("Effective Date"), by and between FileLocal, a Washington non-profit corporation (the "Client") and Charlotte Archer, on behalf of the law firm of Inslee Best Doezie & Ryder, P.S. the ("Consultant"), collectively "the Parties."

RECITALS:

1. The Client is in need of professional services related to a legal matter.

2. The Client desires to retain the Consultant, an attorney with significant prior experience representing clients in such matters, to provide certain legal services on behalf of the Client Attorney's Office.

3. The Consultant is qualified and able to provide consulting services in connection with the Client's needs on this issue and is willing and agreeable to provide such services upon the terms and conditions in this Agreement.

AGREEMENT:

In consideration of the mutual promises set out in this Agreement, Consultant and the Client agree as follows:

1. Term of Agreement.
The term of this Agreement will begin upon the effective date and will terminate in six (6) months, provided the term of this Agreement may be extended in writing by mutual agreement of the Parties.

2. Scope of Services.
The Consultant agrees to perform in a good and professional manner the tasks described in Exhibit "A." The Consultant will perform the legal services called for in this Agreement in accordance with the rules of professional responsibility for attorneys in Washington State, keep the Client-Client informed of progress and developments, and respond promptly to Client's inquiries and communications. The Consultant will perform the services as an independent contractor and will determine his working hours and the manner for performance of this role, in accordance with professional expectations. The Consultant will not be deemed, by virtue of this Agreement and the performance of, to have entered into any partnership, joint venture, or other relationship with the Client. Any approval by the Client of Consultant's services shall not in any way relieve the Consultant of responsibility for the accuracy and adequacy of its services.

3. Consultant's Representations.
The Consultant represents and warrants that he has all necessary licenses and certifications to perform the services provided for in this Agreement and is qualified to provide legal services to

the Client.

4. Compensation.

As compensation for the Consultant's performance of the services, the Client shall pay the Consultant at the rates set out on Exhibit B, provided the total amount shall not exceed five thousand dollars ($5,000). The Consultant shall submit to the Client an invoice or statement of time spent on tasks included in the scope of services, and the Client shall process the invoice or statement in the next billing/claim cycle following receipt of the invoice or statement and shall remit payment to the Consultant after in the normal course, subject to any conditions or provisions in this Agreement or addendum.

Consultant shall have the sole obligation to pay Washington State bar dues and maintain a valid Washington State bar license for the duration of the Agreement. The Consultant is solely responsible to pay all income taxes, withholdings, Social Security, and Medicare taxes, if applicable, and related to the compensation provided under this Agreement. The Client shall not be obligated to provide Consultant with any employee-type benefits such as insurance, retirement compensation, or leave provision, aside from the monthly monetary compensation set forth above.

5. Ownership and Use of Documents.

All documents, reports, memoranda, and any other materials created or otherwise prepared by the Consultant as part of his performance of this Agreement (the "Work Products") shall be owned by and become the property of the Client if transmitted to Client staff or provided by Consultant to a third party and may be used by the Client for any purpose beneficial to the Client.

6. Records Inspection and Audit.

All compensation payments shall be subject to the adjustments for any amounts found upon audit or otherwise to have been improperly invoiced, and all records and books of accounts pertaining to any work performed under this Agreement shall be subject to inspection and audit by the Client for a period of up to three (3) years from the final payment for work performed under this Agreement.

7. Continuation of Performance During Contract Term.

In the event that any dispute or conflict arises between the parties while this Contract is in effect, the Consultant agrees that, notwithstanding such dispute or conflict, the Consultant shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities.

8. Insurance.

The Consultant shall procure and maintain for the duration of the 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.

The Consultant shall obtain insurance of the types and coverage described below:

A. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles.

Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01.

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

Minimum Amounts of Insurance

The Consultant shall maintain the following insurance limits:

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

The Consultant's Automobile Liability Policy is to contain or be endorsed to contain that they shall be primary insurance as respect the Client. Any insurance, self-insurance, or self-insured pool coverage maintained by the Client shall be excess of the Consultant's insurance and shall not contribute with it. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

The Consultant shall furnish the Client with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. If the Consultant maintains higher insurance limits than the minimums shown above, the Client shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the Client evidences limits of liability lower than those maintained by the Consultant.

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the Client may, after giving five business days' notice to the Consultant to correct the breach, 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 Public Entity on demand, or at the sole discretion of the Client, offset against funds due the Consultant from the Client.

9. Indemnification.

The Consultant shall indemnify, defend and hold harmless the Client and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including attorney fees, by any reason of or arising out of the act or omission of the Consultant, its officers, agents, employees, or any of them relating to or arising out of the performance of this Agreement except for injuries and damages caused by the sole negligence of the Client. If a final judgment is rendered against the Client, its officers, agents, employees and/or any of them, or jointly against the Client and the Consultant and their respective officers, agents and employees, or any of them, the Consultant shall satisfy the same to the extent that such judgment was due to the Consultant's negligent acts or omissions.

If a court of competent jurisdiction determines 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 Client,

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

10. Assignment.

Neither party to this Agreement shall assign any right or obligation in whole or in part, without the prior written consent of the other party. No assignment or transfer of any interest under this Agreement shall be deemed to release the assignor from any liability or obligation under this Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.

11. Amendment, Modification or Waiver.

No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound, or such party's or parties' duly authorized representative(s) and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of the other party shall not effect or impair any right arising from any subsequent default. Nothing in this Agreement shall limit the remedies or rights of the Parties.

12. Termination and Suspension.

Either party may terminate this Agreement upon written notice to the other party if the other party fails substantially to perform in accordance with the terms of this Agreement through no fault of the party terminating the Agreement. The Client may terminate this Agreement upon not less than seven (7) days written notice to the Consultant if the services provided for herein are no longer needed from the Consultant. If this Agreement is terminated through no fault of the Consultant, the Consultant shall be compensated for services performed prior to termination in accordance with the rate of compensation provided herein.

13. Parties in Interest.

This Agreement shall be binding upon, and the benefits and obligations shall inure to and bind, the Parties and their respective successors and assigns, provided that this section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of the Parties and it does not create a contractual relationship with or exist for the benefit of any third party, including contractors, sub-contractors and their sureties.

14. Costs to Prevailing Party.

In the event of such litigation or other legal action, to enforce any rights, responsibilities or obligations under this Agreement, the prevailing parties shall be entitled to receive its reasonable costs and attorney's fees.

15. Applicable Law.

This Agreement and the rights of the parties hereunder shall be governed by the interpreted in accordance with the laws of the State of Washington and venue for any action hereunder shall be

in of the county in Washington State in which the property or project is located, and if not site specific, then in King County, Washington; provided, however, that it is agreed and understood that any applicable statute of limitation shall commence no later than the substantial completion by the Consultant of the services.

16. Captions, Headings and Titles.
All captions, headings or titles in the paragraphs or sections of this Agreement are inserted for convenience of reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or sections to which they apply. Where appropriate, the singular shall include the plural and vice versa and masculine, feminine and neuter expressions shall be interchangeable. Interpretation or construction of this Agreement shall not be affected by any determination as to who is the drafter of this Agreement, this Agreement having been drafted by mutual agreement of the parties.

17. Severable Provisions.
Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid for any reason, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

18. Entire Agreement.
This Agreement contains the entire understanding of the Parties in respect to the transactions contemplated and supersedes all prior agreements and understandings between the parties with respect to such subject matter.

19. Counterparts.
This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed effective the day and year first set forth above.

CLIENT	CONSULTANT
Scott A. Hitchcock Scott A. Hitchcock (Aug 17, 2023 13:41 PDT)	
Printed Name: Scott Hitchcock	Title: Charlotte Archer, Shareholder
Title: Washington Multi-City Business License and Tax Portal Agency	Tax ID: 91-0872275
Date: 8/17/2023	Date: August 17th, 2023

SCOPE OF SERVICES
Exhibit A

The Consultant agrees to perform, and to continue to perform, in a good and professional manner legal representation on behalf of the Client to provide a legal opinion and legal advice to FileLocal regarding the City of Snoqualmie.

2023 BILLING RATES
Exhibit B

Municipal Attorneys	Hourly Rates*
Charlotte Archer	$295
Jennifer Robertson	$295
Paralegals and law clerks	Regular firm rates or special municipal rates if applicable, adjusted annually. These rates shall not exceed the lowest Municipal Group Associate rate.
Other firm partners (if approved in advance by Mayor)	10% less than regular firm rates, rounded to next lowest $5 increment, adjusted annually.

*The Firm's Attorney Billing Rates are subject to change on January 1, 2024, based on the mutual consent of the Client and Firm.