

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

CONTRACT AWARD COVERPAGE

TO: LOCALINTEL GLOBAL INC.	DATE ISSUED:	OCTOBER 19, 2021
100 SOUTH KING STREET – SUITE 100	CONTRACT NO:	21-AED-SLA-671
SEATTLE, WASHINGTON 98104	CONTRACT TITLE:	AED WEBSITE CODE SNIPPETS

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 21-AED-SLA-671 including any attachments or amendments thereto.

EFFECTIVE DATE: OCTOBER 19, 2021

EXPIRES: OCTOBER 18, 2022

RENEWALS: TWO (2) ADDITIONAL TWELVE (12) MONTH PERIODS, FROM OCTOBER 19, 2022 TO OCTOBER 18, 2024

COMMODITY CODE(S): 20600

LIVING WAGE: N

ATTACHMENTS:

AGREEMENT No. 21-AED-SLA-671

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: DAVE PARSELL

VENDOR TEL. NO.:

(403) 554-0982

EMAIL ADDRESS: DAVE@LOCALINTEL.CO

COUNTY CONTACT: KATIE MCCONNELL (AED)

COUNTY TEL. NO.:

(703) 228-0820

COUNTY CONTACT EMAIL: KMCCONNELL@ARLINGTONVA.US

PURCHASING DIVISION AUTHORIZATION

VANESSA MOOREHEAD

Title: PROCUREMENT OFFICER

Date: OCTOBER 19, 2021

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201**

AGREEMENT NO. 21-AED-SLA-671

THIS AGREEMENT is made, on October 19, 2021, between **Localintel Global Inc., 100 South King Street Suite 100, Seattle Washington 98104** ("Contractor") a Delaware corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of:

- This Agreement
- Exhibit A – Scope of Work
- Exhibit B – Economic Development Tools and Service Agreement

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement will prevail over the other Contract Documents, and the remaining Contract Documents will be complementary to each other. If there are any conflicts, the most stringent terms or provisions will prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either party has made any representation or promise with respect to the parties' agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the "Work"). As detailed in the "Scope of Work" (Exhibit A), the primary purpose of the Work is to supply code snippets that will pull Arlington County data into interactive charts, graphs, dashboards, and maps that are attractive and easy to understand and can be easily embedded in the new AED website. It will be the Contractor's responsibility, at its sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

4. CONTRACT TERM

Time is of the essence. The Work will commence on **October 19, 2021** and must be completed no later than **October 18, 2022** ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a bilateral Notice of Renewal, authorize continuation of the Agreement under the same contract prices for not more than two (2) additional 12-month periods, from **October 19, 2022** to **October 18, 2024** (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT AMOUNT

This is a fixed-price contract. The Contractor agrees that the total payment for the Work will not exceed \$5,750 annually, regardless of the number of hours spent in the performance of the Work.

The County will not compensate the Contractor for any goods or services beyond those included in Exhibit A unless those additional goods or services are covered by a fully executed amendment to this Contract. Additional services will be billed at the rates set forth in Exhibit B unless otherwise agreed by the parties in writing.

6. PAYMENT

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. The County will pay the Contractor within forty-five (45) days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

7. REIMBURSABLE EXPENSES

The County will not reimburse the Contractor for any expenses under this Contract. The amount in Exhibit B includes all costs and expenses of providing the services described in this Contract.

8. * PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of 1% per month.

The Contractor must include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

9. NO WAIVER OF RIGHTS

The County's approval or acceptance of or payment for any goods or services under this Contract will not waive any rights or causes of action arising out of the Contract.

10. * NON-APPROPRIATION

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

11. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

This Contract does not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the Contract Documents are the present expectations of the County for the period of the Contract; and the County is under no obligation to buy that or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods and/or services than the estimated annual quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates in the Contract.

The County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by this Contract. The items or services covered by this Contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items or services through those contract(s).

12. * COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if the County issues a Purchase Order in advance of the transaction, indicating that the ordering County agency has sufficient funds available to pay for the purchase. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense. The County will not be liable for payment for any purchases made by its employees that are not authorized by the County Purchasing Agent.

13. * EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity national origin, age, or disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- B. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

14. * EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

15. * DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violating such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

16. * SEXUAL HARASSMENT POLICY

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

17. TERMINATION

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services, or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

1. Termination for Unsatisfactory Performance. If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

18. INDEMNIFICATION (Note: Virginia law does not permit the County to indemnify others; cross indemnity provisions are not acceptable to the County)

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure to the extent proximately caused by, resulting from, arising out of or in any way connected with, the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

19. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask, and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work, or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

20. COPYRIGHT

By this Contract, and except for copyrightable works that belong to the Contractor pursuant to section 7 of Exhibit B, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title, and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

21. OWNERSHIP OF WORK PRODUCT

This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County's data or inputs except in relation to the provision of Work as more particularly described in Exhibits A and B.

Subject to section 7 in Exhibit B (Service Agreement), all work product, in any form, that results from this Contract is the property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or allow others to use the work product for any purpose other than performance of this Contract without the written consent of the County.

The work product is confidential, and the Contractor may neither release the work product nor share its contents. The Contractor will refer all inquiries regarding the status of any work product to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all work product, including hard copies of electronic files, to the Project Officer and will destroy all electronic files.

The Contractor must include the provisions of this section as part of any contract or agreement related to this Contract into which it enters with subcontractors or other third parties.

The provisions of this section will survive any termination or cancellation of this Contract.

22. CONFIDENTIAL INFORMATION

The Contractor and its employees, agents and subcontractors will hold as confidential all County information obtained under this Contract. Confidential information includes, but is not limited to, nonpublic personal information; personal health information (PHI); social security numbers; addresses; dates of birth; other contact information or medical information about a person; and information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents and subcontractors are informed of and abide by this requirement.

23. * ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local

Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

24. * COUNTY EMPLOYEES

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

25. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract.

26. * AUTHORITY TO TRANSACT BUSINESS

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

27. COVID-19 VACCINATION POLICY FOR CONTRACTORS

Due to the ongoing COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety, and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. To protect the County's workforce and the public at large, all employees and subcontractors of the Contractor who are assigned to this Contract, must be fully vaccinated against COVID-19. Any contractor employee or subcontractor who is not fully vaccinated should be following a weekly testing protocol as established by the Contractor, unless exempt pursuant to a valid reasonable accommodation under state or federal law. Contractor should submit the certification of compliance to the Purchasing Agent at the time of contract execution.

28. * RELATION TO COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants, or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or its employees, servants, or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

29. ANTITRUST

The Contractor conveys, sells, assigns, and transfers to the County all rights, title, and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

30. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years, or such period of time required by the County's funding partner(s), if any, whichever is greater, after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, or such period of time required by the County's funding partner(s), if any, whichever is greater, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

The Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract.

31. ASSIGNMENT

The Contractor may not assign, transfer, convey or otherwise dispose of any award or any of its rights, obligations, or interests under this Contract without the prior written consent of the County.

32. AMENDMENTS

This Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

33. * ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

34. * DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals, and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board, or a court of law.

35. * APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

36. ARBITRATION

No claim arising under or related to this Contract may be subject to arbitration.

37. NONEXCLUSIVITY OF REMEDIES

All remedies available to the County under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

38. NO WAIVER

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

39. SEVERABILITY

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence, or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

40. * ATTORNEY'S FEES

In the event that the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the Contractor will pay the County's reasonable attorney's fees and expenses.

41. SURVIVAL OF TERMS

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP OF WORK PRODUCT; AUDIT; COPYRIGHT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND CONFIDENTIAL INFORMATION.

42. HEADINGS

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections' scope.

43. AMBIGUITIES

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

44. NOTICES

Unless otherwise provided in writing, all legal notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified, or registered and addressed as follows:

TO THE CONTRACTOR:

Dave Parsell
CEO and Co-founder
LOCALINTEL Global Inc.
100 South King Street Suite 100

Seattle, Washington 98104
Tel: (403) 554.0982
Email: dave@localintel.co

TO THE COUNTY:

Katie McConnell, Project Officer
Arlington Economic Development
1100 N. Glebe Road, Suite 1500
Arlington, Virginia 22201
Tele: (703) 228-0820
Email: kmccconnell@arlingtonva.us

AND

Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

45. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

46. * NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

47. LIMITED ENGLISH PROFICIENCY

The Contractor must comply with Executive Order 13166, Title VI of the Civil Rights Act of 1964 and make reasonable efforts to ensure that as part of the services that it provides, adequate communication services, including interpretation and translation, are available to persons who have limited English proficiency. If such services are not included in the Contract's scope of services and pricing, the Contractor will use a County-contracted service provider, and the County will pay the fees.

48. ACCESSIBILITY OF WEB SITE

If any work performed under this Contract results in the design, development, or maintenance of or responsibility for the content or format of any County web sites or for the County's presence on third-party web sites, the Contractor must perform such work in compliance with ADA.

49. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$500,000/500,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
 - b. Commercial General Liability - \$1,000,000 per occurrence, with \$1,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be included on the Certificate of Insurance.
 - c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired, if applicable).
 - d. Products Liability - \$ \$1,000,000 CSL BI/PD each claim, \$1,000,000 annual aggregate.
 - e. Miscellaneous E&O/Professional Liability - \$1,000,000 per claim and annual aggregate.
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- a. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be listed as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
 - b. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
 - c. Claims-Made Coverage - Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement until the applicable statute of limitations for any claims has expired.
 - d. Contract Identification - All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County’s approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County’s acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances, and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all damage or injury to any person or property, wherever located, resulting from any action, omission, commission, or operation under the Contract or in connection in any way whatsoever with the Work. The Contractor’s insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons whom the Contractor employs directly.

50. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

LOCALINTEL GLOBAL INC.

AUTHORIZED DocuSigned by:
SIGNATURE: Vanessa Moorehead
392AD72EA7BC414...

AUTHORIZED DocuSigned by:
SIGNATURE: Dave Parsell
282DB7E1D7684FD...

NAME: VANESSA MOOREHEAD

NAME: DAVE PARSELL

TITLE: PROCUREMENT OFFICER

TITLE: CEO AND CO-FOUNDER

DATE: 10/19/2021

DATE: 10/18/2021

EXHIBIT A

SCOPE OF WORK

- Localintel will pull Arlington County data from the company's data sources and integrate the data with the company's online display tools so that the data can be viewed on the AED web site via LocalIntel's code snippets.
- Localintel will provide an inventory of these code snippets that AED can embed directly into AED's new web site. These code snippets will include interactive charts, graphs, dashboards, and maps that display data in an easy to understand and attractive manner that is designed to better engage users on the AED website.
- All data updates will be completed by Localintel and will flow directly through to the embeds without any disruption to the AED site.
- Localintel will provide quarterly user metrics for all tools that are embedded in the AED website via a password-protected client portal.

EXHIBIT B
ECONOMIC DEVELOPMENT TOOLS AND SERVICE AGREEMENT



***Economic Development Tools
Order Summary***

100 South King Street Suite 100
Seattle WA 98104

(p) 206.356.6504
(e) info@ecdev.org

www.ecdev.org

DATE: May 17, 2021

Client name: Arlington Economic
Development

CLIENT ADDRESS	CONTACTS AND NUMBERS	PAYMENT TERMS
Arlington Economic Development 1100 N. Glebe Road, Suite 1500 Arlington, VA 22201	Katie McConnell Assistant Director phone: (703) 228-0820 email: kmcconnell@arlingtonva.us	Payment of the initial annual hosting fee plus all applicable taxes shall be made in full within forty-five (45) days after the date of invoice.

ECONOMIC DEVELOPMENT TOOLS NAME AND SPECIFICATIONS

Tools included in subscription:

- Community Profile
- Logistics and Accessibility Advantages
- Talent Pipeline Advantages
- Market Advantages
- Industry Insights
- Quality of Life

Client to indicate how tools will be implemented (indicate the preferred option):

Standalone Economic Development Microsite (Additional \$1,500 pa)

Tools integrated into client website via iframes

Subdomain domain for iframes: arlingtoneconomicdevelopment.ecdev.org

SETUP, CUSTOMIZATION AND MAINTENANCE OF ECONOMIC DEVELOPMENT TOOLS

Set up:

Localintel collates all available data from open data sources and data partners; an onboarding meeting is held between Localintel and **Arlington Economic Development** (the Client) to discuss the process and who needs to do what (1 to 2 hours);

Localintel creates the tool/s and provides it to Client for review and feedback; Localintel makes changes as agreed with the client; after final signoff by the Client the tool/s go live.

Timing:

Localintel will provide a completed tool/s for review and sign off 4 weeks after it has received all required data from the client. PLEASE NOTE: All written content and data provided by the Client must be signed off internally prior to being issued to Localintel.

Maintenance services:

Localintel will contact the Client quarterly to obtain content updates. Localintel will carry out system updates and upgrades as required.

Contract Term (initial term): 1 year

ECONOMIC DEVELOPMENT TOOLS SUBSCRIPTION FEE	FEE	TAXES	AMOUNT (\$US)
Year 1 annual subscription fee Please note: the annual subscription commences when tools go live or 3 months after the initial project onboarding meeting with Localintel, whichever occurs first.	\$5,750	NA	\$5,750
Year 2 annual subscription fee	\$5,750	NA	\$5,750
Year 3 annual subscription fee	\$5,750	NA	\$5,750

ECONOMIC DEVELOPMENT TOOLS SERVICE AGREEMENT

1.0 INTERPRETATION. In addition to those capitalized terms defined throughout these terms and conditions, the following terms shall have the following meaning:

"Documentation" means the documentation for the Economic Development Tools produced by Localintel and delivered or made available by Localintel to the Client.

"Hosting Fees" means the annual fees paid by Client to use the Economic Development Tools and Platform.

"Economic Development Tools" means the web services widget/s named in the Order, made available as a service via the internet by Localintel to the Client and the public. It also means the ongoing services that provide Client and public access via the internet to the Economic Development Tools.

"Economic Development Tools Specifications" means the specifications for the Economic Development Tools as set out in the Order and in the Documentation.

"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registrable or not, registered or unregistered, including any application or right of application for such rights, including copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, and any other rights that would be considered intellectual property rights.

"Order" means the order summary to which these terms and conditions are attached.

"Platform" means the platform managed by Localintel and used by Localintel to provide the Economic Development Tool web services, including the application and database software for the Economic Development Tools, the system and server software used to provide the Economic Development Tools, and the computer hardware or virtual servers on which that application, database, system, and server software is installed.

"Service Agreement" means these terms and conditions, together with the Order attached hereto, and any amendments.

"Services" means any services that Localintel provides to the Client, or has an obligation to provide to the Client, under this Agreement, including but not limited to Customization Services, and Maintenance Services, all as further defined in these terms and conditions.

"Update" means a hotfix, patch or minor version update to any Platform software and services.

"Upgrade" means a major version upgrade of any Platform software.

2.0 ECONOMIC DEVELOPMENT TOOLS USE AND LICENSE. Localintel hereby grants to the Client during the Term a worldwide, non-exclusive license to use the Economic Development Tools by means of the then-current release of Mozilla Firefox, Google Chrome, Microsoft Edge or Apple Safari or any other web browser that Localintel agrees in writing shall be supported ("**Supported Web Browser**"). The administration of the Economic Development Tools may only be conducted by the Client's authorized representative, provided that the Client may change, add, or remove a designated administrator with 5 days' advance notice to Localintel. Except to the extent expressly permitted in this Agreement or required by law on a non-excludable basis, the license granted by Localintel to the Client under this paragraph is subject to the following prohibitions: (a) the Client must not make any alteration to the Platform. The Client must comply with Localintel's Terms of Use published on www.localintel.co and must ensure that all persons using the Economic Development Tools with the authority of the Client comply with Localintel's Terms of Use.

3.0 CUSTOMIZATIONS. At the request of the Client, Localintel shall design, develop, and customize the Economic Development Tools in accordance with the Economic Development Tools Specifications ("**Customization**"). All Intellectual Property Rights in the Customizations shall be the exclusive property of Localintel unless the parties agree otherwise in writing. From the time and date when a Customization is first delivered or made available by Localintel to the Client, the Customization shall form part of the Platform, and accordingly from that time and date the Client's rights to use the Customization shall be governed by section 2.0. The Client acknowledges that Localintel may make any Customization available to any of its other Clients or any other third party following the making available of the Customization to the Client. Any work required to be performed by Localintel (i) outside the scope of, or in addition to, the Customization Service; or (ii) outside normal business hours or not on a business day may be subject to further fees or charges (as determined by Localintel at its sole discretion). Any expenses incurred by Localintel in connection with the Customization Services will be invoiced and payable in addition to the Hosting Fees.

4.0 MAINTENANCE SERVICES. Localintel shall, where practical, give to the Client prior written notice of scheduled general maintenance of the Platform and Economic Development Tools, and the application of Updates and Upgrades ("**Maintenance Services**") that are likely to affect the availability of the Economic Development Tools or are likely to have a material negative impact upon the Economic Development Tools. Unscheduled Maintenance Services will be performed outside normal business hours, provided that Localintel has used reasonable commercial efforts to notify Client at least six hours in advance of such unscheduled maintenance. Localintel may perform Updates to the Platform as needed without any notice to the Client. Localintel shall provide a list of changes as a result of such Updates to the Client upon Client's request. Localintel shall provide to the Client prior written notice of the application of an Upgrade to the Platform. Localintel may suspend the provision of the Maintenance Services if any amount due to be paid by the Client to Localintel under this Agreement is overdue, and Localintel has notified the Client of its intention to suspend the Maintenance Services on this basis with at least 30 days' prior written notice, following the amount becoming overdue.

5.0 UPTIME. Localintel shall use commercially reasonable efforts to ensure that the uptime for the Economic Development Tools is at least 99.5% during each calendar month ("**Uptime Guarantee**"). Downtime caused directly or indirectly by any of the following shall not be considered when calculating whether Localintel has met the Uptime Guarantee: force majeure, a fault or failure of the internet or any public telecommunications network, a fault or failure

of the Client's computer systems or networks, any breach by the Client of this Agreement, or scheduled Maintenance Services carried out in accordance with this Agreement.

6.0 CLIENT OBLIGATIONS. Client shall provide to Localintel such co-operation, support, information, data, and documentation, and procure such licenses, consent and permits as needed to enable Localintel to perform its obligations under this Agreement. In the event of any delays by the Client in this regard, Localintel may adjust any delivery schedule as reasonably necessary. The Client shall not include any inappropriate content or viruses or any other information or material, any part of which, or the accessing of which or use of which would be a criminal offense or otherwise unlawful including the breach of any Intellectual Property Rights of any other party. Localintel reserves the right to remove such content from where, in its sole and reasonable discretion, Localintel suspects such content to be inappropriate content, upon notice to Client. The Client is solely responsible for the accuracy, completeness, design, appropriateness, creation, maintenance, and updating thereof of all Client Data in the use of the Economic Development Tool Hosting Services. Localintel shall not be liable for any errors or inaccuracies in any Client Data or beyond its responsibility to accurately reproduce such Client Data on Client's instruction. The Client shall be responsible for obtaining all necessary licenses and consents required to use Client Data (if any, and including but not limited to those from the owners or licensees of any third-party information) and as part of the Services and Client warrants and represents that such licenses and consents have been obtained.

7.0 INTELLECTUAL PROPERTY RIGHTS. Client acknowledges and agrees that Localintel and/or its licensors own all Intellectual Property Rights in the Economic Development Tools, Platform, Services, Localintel data and the Documentation. Except as expressly stated herein, this Agreement does not grant Client any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses in respect of the Platform, the Economic Development Tools, Services, or the Documentation. All Economic Development Tools Customizations are owned by Localintel.

8.0 WARRANTIES. Localintel represents that it has the right to enter into this Agreement and warrants that the Economic Development Tools will be designed and implemented in a proper and workmanlike manner. Localintel may, in developing the Economic Development Tools, make use of certain third-party data, source code, programming languages, compilers, scripts, applets, code libraries and other development aids. Where required and applicable, Localintel warrants that it has paid the required royalties or licensing fees to the owners of these products. Localintel warrants that the Services will be performed in a professional and workmanlike manner. Liability of Localintel under or in connection with a breach pertaining to the foregoing shall be limited to the re-performance of the applicable Service. *Localintel shall not be liable to Client or any other party for the accuracy, completeness, timeliness, usefulness or safety of any third-party data accessible through the Economic Development Tools, or any claims arising therefrom.*

9.0 LIMITATION OF WARRANTIES AND LIABILITY. EXCEPT AS EXPLICITLY SET FORTH IN SECTION 8, THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES PERTAINING TO THE ECONOMIC DEVELOPMENT TOOLS, PLATFORM AND SERVICES. THERE ARE NO REPRESENTATIONS, CONDITIONS OR WARRANTIES, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE AT LAW, OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, AND IN PARTICULAR, WITHOUT LIMITATION, NO WARRANTY OF INTEROPERABILITY OR COMPATIBILITY WITH ANY PRODUCT OR SERVICE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS EXPRESSLY SET FORTH IN SECTION 8, AND SUCH STATED WARRANTIES ARE IN LIEU OF ALL OBLIGATIONS OR LIABILITY ON THE PART OF LOCALINTEL. LOCALINTEL'S ENTIRE CUMULATIVE LIABILITY UNDER THIS AGREEMENT FOR ANY CAUSE WHATSOEVER (INCLUDING WITHOUT LIMITATION NEGLIGENCE, BREACH OF CONTRACT OR FUNDAMENTAL BREACH) SHALL BE LIMITED TO THE TOTAL AMOUNT PAID UNDER THIS AGREEMENT, EXCEPT THAT THE LIMITS OF THIS SECTION DO NOT APPLY TO CLAIMS FOR INTELLECTUAL PROPERTY INDEMNIFICATION NOTWITHSTANDING THE FOREGOING, LOCALINTEL SHALL NOT BE LIABLE FOR (I) ANY BUSINESS OR ECONOMIC LOSS, INCLUDING WITHOUT LIMITATION FAILURE TO REALIZE EXPECTED SAVINGS, (II) ANY LOSS OF USE OR LACK OF AVAILABILITY OF ECONOMIC DEVELOPMENT TOOLS, INCLUDING TELECOMMUNICATIONS SYSTEMS AND ANY STORED DATA, OR (III) ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE PROVISION OR USE OF THE ECONOMIC DEVELOPMENT TOOLS, EVEN IF LOCALINTEL HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. LOCALINTEL IS NOT RESPONSIBLE FOR THE RESULTS OF CLIENT'S OR THIRD PARTY'S USE OF THE ECONOMIC DEVELOPMENT TOOLS OR FOR ANY ACTION TAKEN BY CLIENT OR THIRD PARTIES ON THE BASIS

OF THE USE OR INTERPRETATION OF THE RESULTS OF USE THEREOF. ALL REFERENCES IN THIS SECTION TO LOCALINTEL SHALL BE DEEMED TO INCLUDE LOCALINTEL AND ITS SUPPLIERS, SUBCONTRACTORS, AGENTS, SUBSIDIARIES AND AFFILIATES.