



**City Council Study Session and
Special Focus Area
July 24, 2017 - 5:30 PM
Auburn City Hall
AGENDA**

[Watch the meeting LIVE!](#)

[Watch the meeting video](#)

Meeting videos are not available until 72
hours after the meeting has concluded.

- I. CALL TO ORDER
 - A. Roll Call
- II. ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS
- III. AGENDA ITEMS FOR COUNCIL DISCUSSION
 - A. [Area Contributors to the Allenmore Behavioral Hospital \(10 Minutes\)\(Presenters: Ingrid Gourley-Mungia \(MultiCare\) and Anne McBride from CHI Fransiscan](#)
 - B. Deputy Mayor Selection Ad Hoc Committee Report
 - C. [Business License Presentation \(20 Minutes\) \(Snyder\)](#)
 - D. [Insurance Update \(30 Minutes\)\(Roscoe\)](#)
- IV. PUBLIC WORKS AND COMMUNITY DEVELOPMENT DISCUSSION ITEMS
 - A. [Private Service Line Warranty Program \(20 Minutes\)\(Snyder\)](#)
 - B. [Pierce County Flood Control Zone District Opportunity Fund Interlocal Agreement \(10 Minutes\)\(Snyder\)](#)
 - C. [State Traffic Signals at AWS and SR-18 \(5 Minutes\)\(Snyder\)](#)
 - D. [Interlocal Agreements with Pacific, Algona and VRFA for IT Services \(15 Minutes\)\(Haugan\)](#)
- V. OTHER DISCUSSION ITEMS
- VI. NEW BUSINESS
- VII. MATRIX
 - A. [Matrix](#)
- VIII. ADJOURNMENT

Agendas and minutes are available to the public at the City Clerk's Office, on the City website (<http://www.auburnwa.gov>), and via e-mail. Complete agenda packets are available for review at the City Clerk's Office.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Area Contributors to the Allenmore Behavioral Hospital (10 Minutes)(Presenters: Ingrid Gourley-Mungia (MultiCare) and Anne McBride from CHI Fransiscan

Date:

July 19, 2017

Department:

Administration

Attachments:

[Alliance for S. Sound Behavioral Health](#)

Budget Impact:

\$0

Administrative Recommendation:**Background Summary:****Reviewed by Council Committees:****Councilmember:****Staff:**

Meeting Date: July 24, 2017

Item Number:

The Alliance for South Sound Behavioral Health Public & Private Funding Requests

A joint venture between MultiCare Health System and CHI Franciscan Health formed the Alliance for South Sound Behavioral Health in 2015. The coalition is seeking to fund a \$42 million project to bring a 120-bed acute psychiatric care hospital to Tacoma to serve Pierce County and South King County.

To finance the project, the coalition is seeking private and public funding. MultiCare and CHI Franciscan have pledged \$10 million each. The state of Washington has pledged \$5 million and the coalition will be going back to the state for an additional \$2-\$5 million in funding through a Department of Commerce competitive grants program.

The coalition is also seeking \$5-\$7 million from federal sources with help from members of Washington State congressional leaders Derek Kilmer, Patty Murray and Maria Cantwell. Local governments are being asked to help the coalition collect \$5-\$6 million.

The coalition is looking to raise \$5-\$7 million privately through foundation support at local, regional and national levels with William T. Weyerhaeuser, PhD, president of the Sequoia Foundation, and Brad Cheney, executive director of the Ben B. Cheney Foundation, as the coalition co-chairs.

The Alliance for South Sound Behavioral Health Local Public Funding Requests

Municipality	Amount Requested	Population	Status
City of Tacoma	\$1.5 Million	205,159	committed and approved
City of Fircrest	\$100,000	6,658	still in process
City of Gig Harbor	\$100,000	8,375	committed and approved
City of Steilacoom	\$100,000	6,309	still in process
Pierce County	\$1 Million	831,161	committed and approved
City of Auburn	\$400,000	76,347	still in process
City of Puyallup	\$250,000	39,105	still in process
City of Lakewood	\$350,000	59,610	not participating at this time
City of Federal Way	\$400,000	93,425	not participating at this time
University Place	TBD	32,282	still in process
City of Sumner	\$150,000	9,677	still in process
City of Fife	\$200,000	9,550	still in process

Presenters: Ingrid Gourley-Mungia (MultiCare) and Anne McBride from CHI Franciscan



AGENDA BILL APPROVAL FORM

Agenda Subject:

Business License Presentation (20 Minutes) (Snyder)

Date:

July 18, 2017

Department:

Community Development & [PowerPoint Presentation](#)
Public Works

Attachments:**Budget Impact:**

\$0

Administrative Recommendation:**Background Summary:****Reviewed by Council Committees:****Councilmember:****Staff:**

Snyder

Meeting Date: July 24, 2017

Item Number:

**ADMINISTRATIVE SERVICES &
COMMUNITY DEVELOPMENT
SERVICES**

**BUSINESS LICENSING IN
AUBURN**

**CITY COUNCIL STUDY SESSION
JULY 24, 2017**

Community Development and Public Works Department

Engineering Services • Administrative Services • Environmental Services
Community Development Services • Maintenance & Operations Services

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AUBURN
VALUES

S E R V I C E

E N V I R O N M E N T

E C O N O M Y

C H A R A C T E R

S U S T A I N A B I L I T Y

W E L L N E S S

C E L E B R A T I O N

BUSINESS LICENSE CODES

- Business licensing is regulated under Title 5
- What types of businesses?
 - General
 - Auburn Based
 - Rental Housing
 - Home Occupation
 - Contractor
 - Endorsements (solicitors, massage, tow truck, pawnbroker)
- Examples of what doesn't require a license?
 - Landscaper (out of town)
 - Painter (out of town)
 - Delivery (out of town)

BUSINESS LICENSE PROCESS

- Submit business license application to Permit Center (in person or by email).
- Routed to 6 city reviewers.
- Review triggers a comment letter or an approval.
- License mailed or picked up.

BUSINESS LICENSE REVIEW

- Planning – allowed in the zone, parking
- Building – allowed in the building
- Fire – hazardous material storage
- Utilities – backflow, fats/oils/grease
- Police – at times, background check
- Traffic – trip increases

BUSINESS LICENSE BASICS

- Review time – 2 weeks
- Cost:
 - \$50 for general (same fee since 2003)
 - Occasionally, a \$63 inspect fee is added if there is a change in occupancy of the building (e.g. retail to restaurant)
 - Residential rental:
 - \$53 for 1-4 dwelling units
 - \$106 for 5-24 dwelling units
 - \$212 for 25 or more dwelling units
 - \$20 - \$30 for most Endorsements (e.g. solicitor, pawnbroker, massage)
 - \$500 for marijuana and adult entertainment endorsements
- Valid for calendar year (expires 12/31)
- Annually renewed (via email and mail)
- 3,500 active licenses

BUSINESS LICENSE BASICS

- **What info do we collect:**
 - Number of employees and square footage
 - NAICS industry codes
 - Verification of other required licenses (state license; contractor license)
 - Contact information for owner, manager, etc.
 - SAFER (Safe Auburn For Every Resident) and crime prevention training

HOW WE COMPARE

Jurisdiction	City License Fees	City B&O Tax	Tax Rate
Federal Way	\$80-\$9,500 Based on the number of employees	No	N/A
Kent	\$236.52-\$736.52 Based on the number of employees	Yes	Between .00046 to .00152 of gross sales & \$0.01 to \$0.03 quarterly based on square footage (50,000 square foot business with \$1,000,000 in sales pays \$1,500 per quarter for square footage and \$460 to \$1,520 of sales = \$6,460 to \$7,520 per year)
Renton	\$150 + \$67.58 per full time employee when revenue < \$1.5 million	Yes	0.00050 to 0.00085 When revenue exceeds \$1.5 million annually (\$2,000,000 in sales pays \$1,000 to \$1,700)
Sumner	\$40	No	N/A
Covington	\$60	No	N/A
Tukwila	\$67 per FTE	No	N/A
Burien	\$75 - \$175 Based on the number of employees	Yes	.001 of gross sales (\$2,000,000 in sales pays \$2,000 per year)
Des Moines	\$75	Yes	.002 of gross sales (\$2,000,000 in sales pays \$4,000 per year)
Seattle	\$55 - \$1,000 Based on Taxable Revenue	Yes	.00219 to .00423 (\$2,000,000 in sales pays \$4,380 to \$8,460 per year)
Tacoma	\$25 - \$250 Based on Gross Income	Yes	.0001 to .00153 (\$2,000,000 in sales pays \$200 to \$3,060 per year)
Auburn	\$50	No	N/A

BUSINESS LICENSE COMPLIANCE - AUTHORITY AND PHILOSOPHY

- Business Licensing compliance matters are managed under the process outlined in Chapter 1.25 ACC
- Additionally, Chapter 5.15 ACC provides greater detail – right to inspect, license suspension, license revocation, license denial, appeals, etc.
- But... our emphasis is on outreach and education and avoidance of business interruptions. Since 2010 there have been only a handful of business interruptions.

BUSINESS LICENSE COMPLIANCE EFFECTIVENESS

- Business registration – contact info and business statistics
- Minimizes illegitimate businesses
- Raising the housing standard for rental properties (SAFER – Safe Auburn For Every Resident)
- Ensures compliance with zoning laws, fats/oils/grease requirements, and fire/building codes.

BUSINESS LICENSE COMPLIANCE STATISTICS

	2013	2014	2015	2016*
Interactions	60	42	48	146
Commercial	52	31	27	40
Rental	8	11	21	106
% of Total	8.4%	8.2%	7.5%	18.6%

***Less than 5% of the above interactions result in enforcement action**

2016 Additional Information:

1. 2015 adoption of communal housing rules
2. 2016 launched Safe Auburn For Every Resident (SAFER) campaign at multifamily properties
3. 2015 Added a third code enforcement officer



AGENDA BILL APPROVAL FORM

Agenda Subject:

Insurance Update (30 Minutes)(Roscoe)

Date:

July 18, 2017

Department:

Human Resources

Attachments:

[2016 YE Insurance Updates Risk & Medical](#)

Budget Impact:

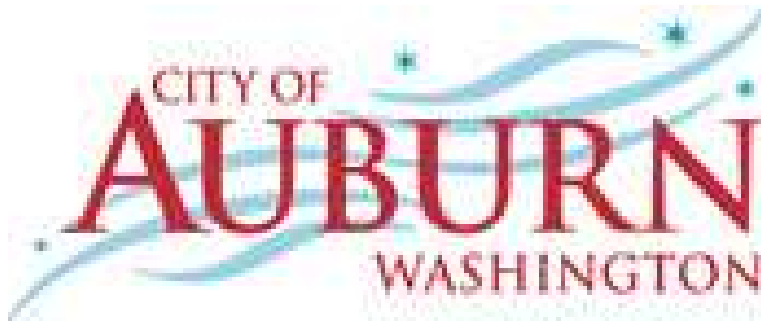
\$0

Administrative Recommendation:**Background Summary:****Reviewed by Council Committees:****Councilmember:****Staff:**

Roscoe

Meeting Date: July 24, 2017

Item Number:



INSURANCE UPDATE YEAR ENDING 2016:

WORKERS' COMPENSATION

WCIA – LIABILITY PROGRAM

MEDICAL – EMPLOYEE HEALTH CARE

Workers' Compensation 2016

Revenue

Time Loss Recoveries	\$32,173
Interest Income	\$3,961
L&I Employer	\$798,944
<u>L&I Employee</u>	<u>\$40,547</u>
Total Revenues	\$875,625

Expenses

Salaries, Wages, Benefits	\$101,109
Medical	\$152,269
Misc.	\$1,296
TPA (Penser NA)	\$21,600
Stop loss	\$63,381
Time Loss	\$72,102
<u>State L&I Expenses</u>	<u>\$144,733</u>
Total Expenses	\$556,490

Net Balance (Reserves)	\$319,135
Beginning Reserves (1/1/16)	\$778,233
Ending Reserves (12/31/16)	\$1,097,368

City retains a self-insured retention of \$500,000 per claim

2017 Budget estimated at \$933,877 (actual revenue depends on worker hours)

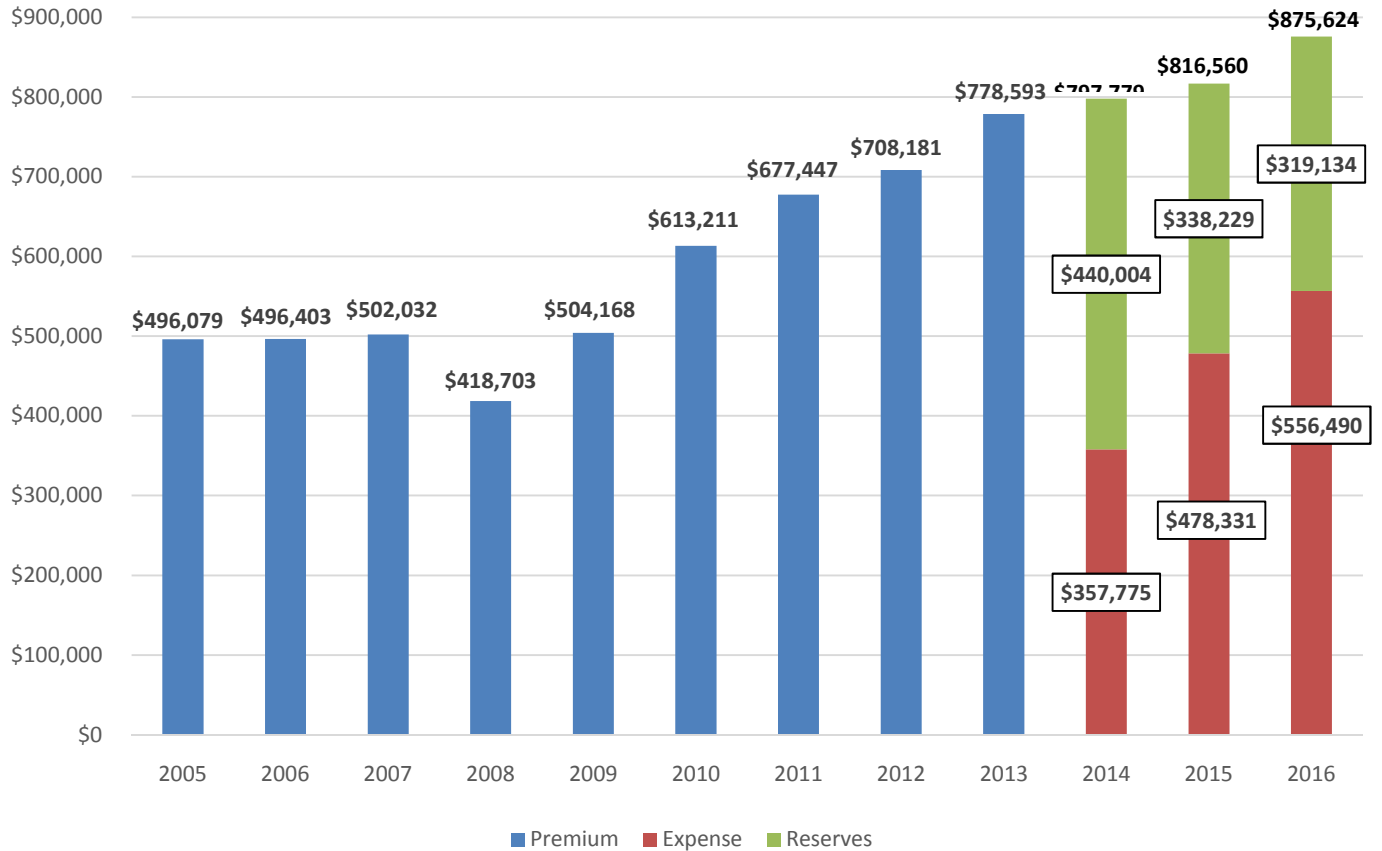
- 85% actuarial confidence level

Self-Insured vs. State Fund

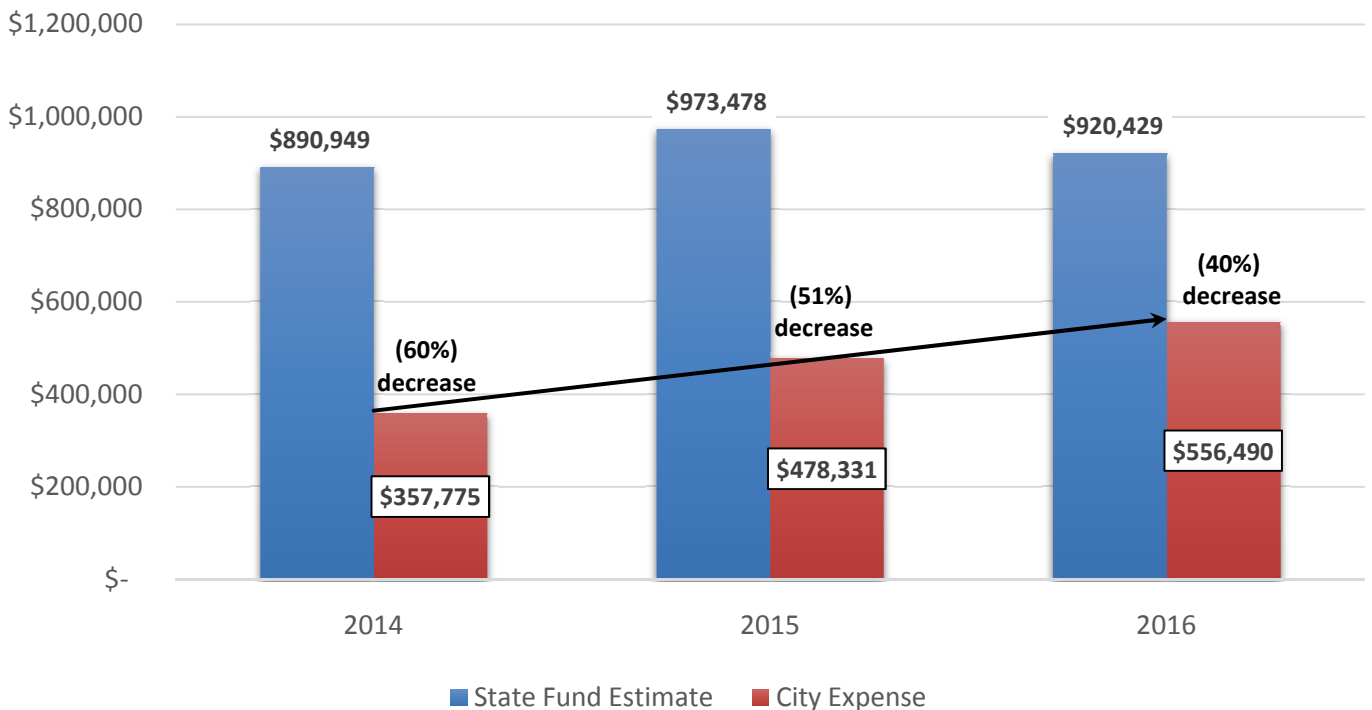
Budget Year	State Fund Estimate	City Budget	Projected Savings
2014	\$890,949	\$797,779	\$ 93,170
2015	\$973,478	\$816,560	\$ 156,918
2016	\$920,429	\$875,624	\$ 44,805
		Total	\$ 294,893

*Savings is based on what the City would have paid had we remained with the State L&I program – does not include the reserve fund

Workers' Compensation Expenses



State Premiums vs. Self-Insured Expenses



Washington Cities Insurance Authority

WCIA Provides the City's Property, Automobile, and Liability insurance coverage

\$5,000 deductible for scheduled property

- \$124,501,287 in scheduled property values

\$5,000 deductible for scheduled auto physical damage

- \$13,439,105 in automobile values

\$0 deductible - liability is covered first dollar of loss

- \$20,000,000 in general liability coverage

WCIA is a municipal insurance pool created via interlocal agreement

Rates are set using an actuary analysis of losses and expenses to determine needed revenue

- WCIA's rate is determined by their overall funding needs
- Member rates are determined by the member's five year loss history (2012-2016 = 2017's rate)

Uncapped Losses Actual vs. Expected

Claim Type	Actuarial Group 4	Auburn 1/1/2012-12/31/2016		Exceeds Expected
	Total Incurred 1/1/2012- 12/31/2016	Expected Total Incurred	Actual Total Incurred	
Automobile Liability	\$2,642,881	\$187,610	\$295,843	Yes
Errors & Omissions	\$866,819	\$61,533	\$144,812	Yes
General Liability	\$18,830,764	\$1,336,739	\$439,836	No
Personnel	\$6,019,362	\$427,296	\$0	No
Public Safety	\$14,390,605	\$1,021,545	\$229,546	No
TOTALS	\$42,750,431	\$3,034,723	\$1,110,037	No

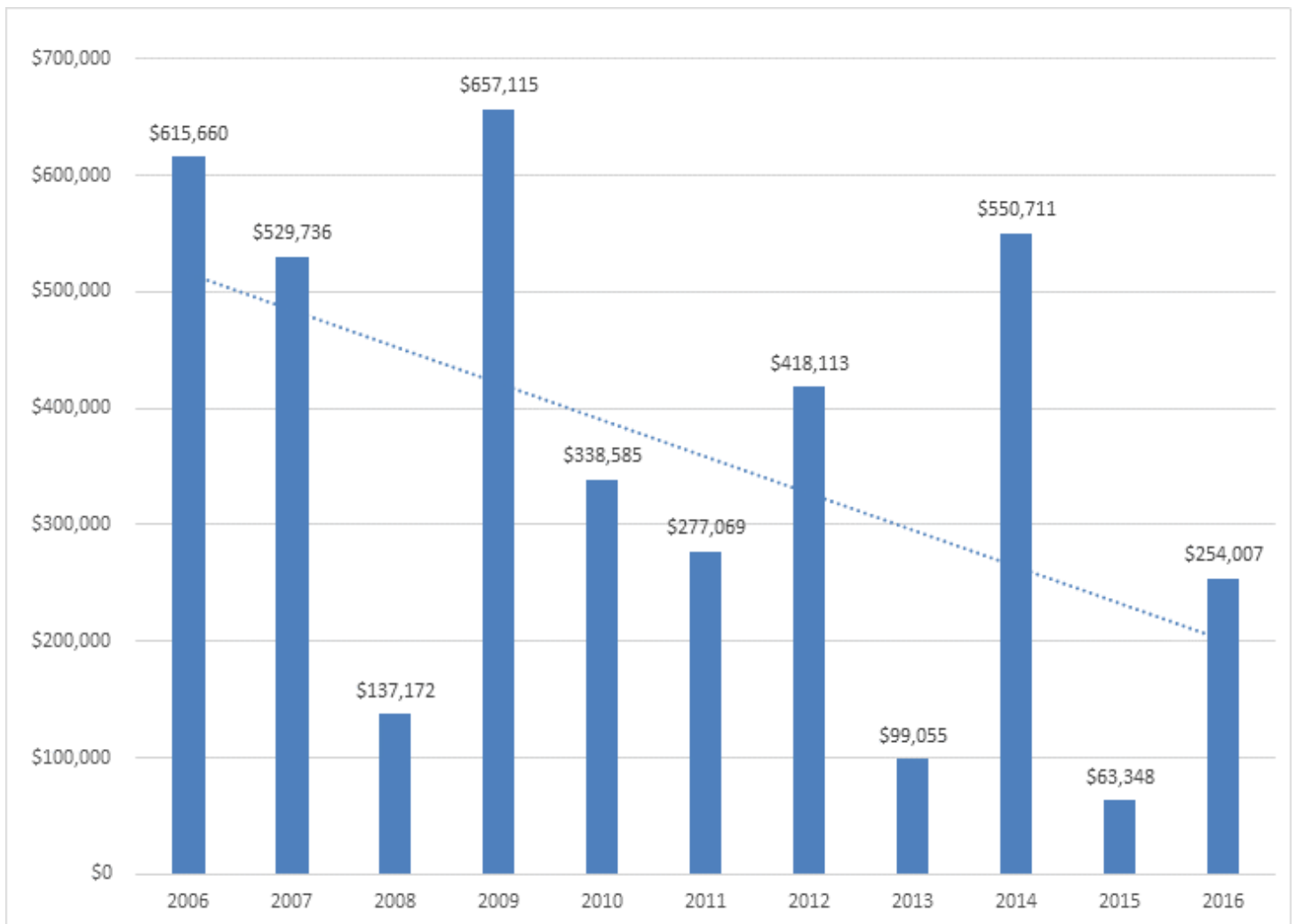
Auburn % of Actuarial Group 4 Worker hours is 7.1%

Expected Total Incurred = [Actuarial Group Total] x [% of Auburn's Worker Hours]

Uncapped Dept. Losses Actual vs. Expected

Department	Total Incurred 1/1/2012- 12/31/2016	Expected Total Incurred	Actual Total Incurred	Exceeds Expected
Administration	\$3,938,579	\$279,588	\$48,249	No
Animal Control	\$33,195	\$2,356	\$0	No
City Light	\$70,579	\$5,010	\$0	No
Development Review	\$1,165,701	\$82,750	\$94,225	Yes
Fire Medic	\$588,036	\$39,613	\$0	No
Fire Suppression	\$49,232	\$3,495	\$0	No
Library	\$49,595	\$3,521	\$0	No
Marina	\$3,609	\$256	\$0	No
Parks Maintenance	\$1,093,646	\$77,635	\$66,730	No
Parks Rec	\$521,128	\$36,993	\$25,000	No
Police	\$16,388,434	\$1,163,365	\$379,748	No
PW Engineer	\$1,440,698	\$102,271	51,526	No
PW Refuse	\$565,873	\$40,170	\$0	No
PW Sewer	\$2,978,395	\$211,427	\$154,265	No
PW Streets	\$12,234,575	\$868,495	\$284,300	No
PW Water	\$1,652,720	\$117,322	\$5,994	No
Senior Center	\$436	\$31	\$0	No
TOTALS	\$42,774,431	\$3,034,298	\$1,110,037	No

*WCIA Total Incurred
(indemnity, legal, expenses & reserves)*



Medical Insurance Update

January of 2016, the City changed several benefit coverages:

- Regence Blue Shield Medical through AWC to → Premiera Blue Cross direct w/BCC (TPA)
- VSP (Vision) through AWC to → VSP (Vision) direct w/BCC (TPA)
- Pre-65 LEOFF 1 Retiree Plan through AWC to → Premiera Blue Cross direct w/BCC (TPA)
- LEOFF 1 Retiree Medicare Advantage Plan through AWC to → The Hartford Group Medicare Supplement Plan & Express Scripts for Rx Plan (both w/Benistar, TPA)
- LEOFF 1 Retiree HRA to BPAS for Rx purchases – funded monthly by the City
- VEBA through HRA Gallagher to → Benefit Plan Administrator Services (BPAS)
 - \$7,940,021 total assets in VEBA account
 - From 1.25 basis points (bps) to 0.35 bps charged to participants
 - \$99,250 → \$27,790 = saving the plan participants \$71,460

Reason for implemented changes:

- Impending implications of the Affordable Care Act (ACA) – originally set to go into effect 1/1/18
- AWC's Regence HealthFirst Plan set to expire 1/1/18

**The majority of our benefits-eligible employees enrolled on this plan (no Teamsters)*

- AWC's Group Health (GH) \$10 Copay Plan set to expire 1/1/18

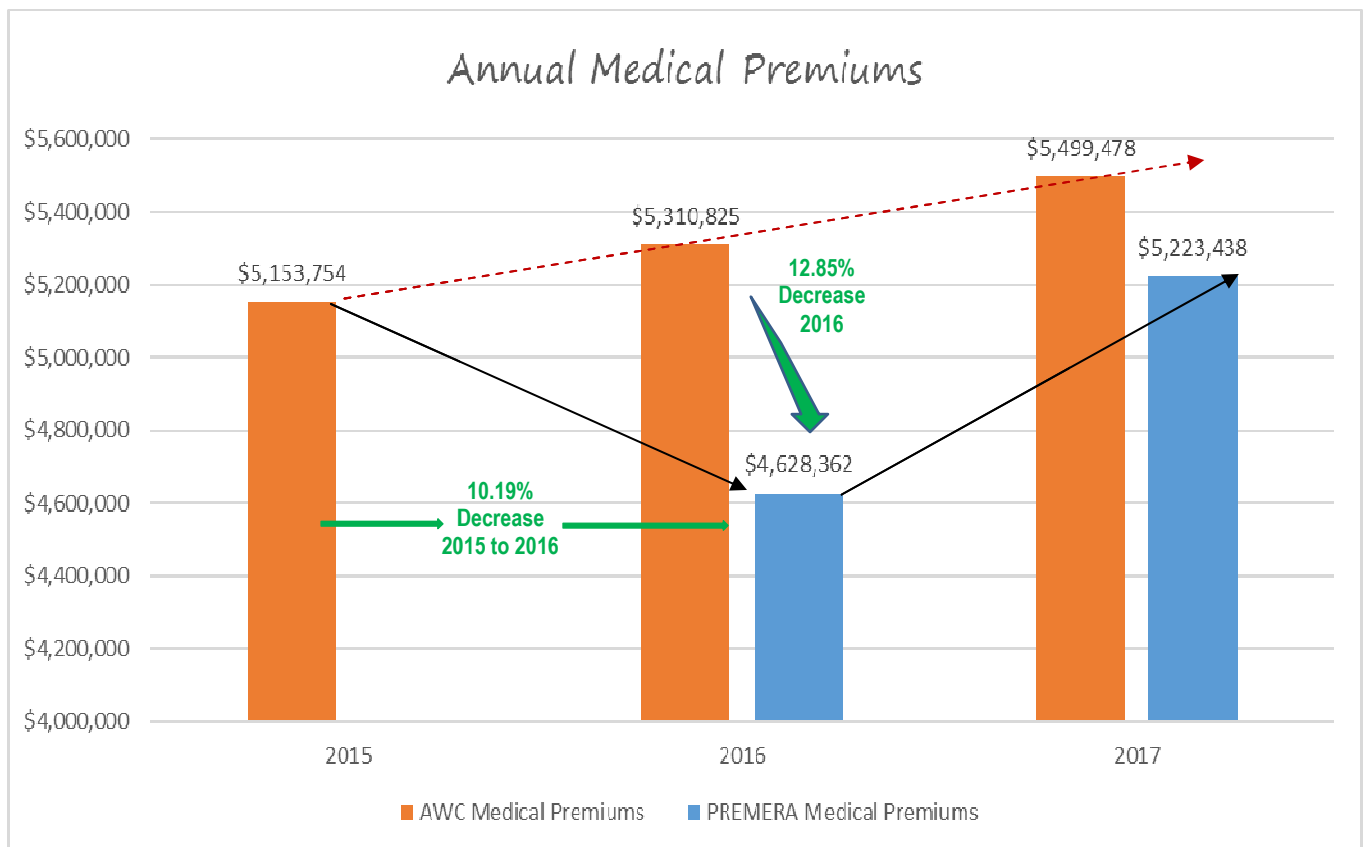
**Had to keep at least three lines of coverage under AWC: GH remained along with our two dental plans*

- City had no access to specific experience information as an AWC member city – limits market choice
- Once City withdrew from AWC's Regence HealthFirst Plan, they would not allow our LEOFF 1 retirees to remain on their *Retiree & Medicare Advantage Plans*
- Costs – the City was able to provide similar health coverage at a lower cost

PLAN CHANGES

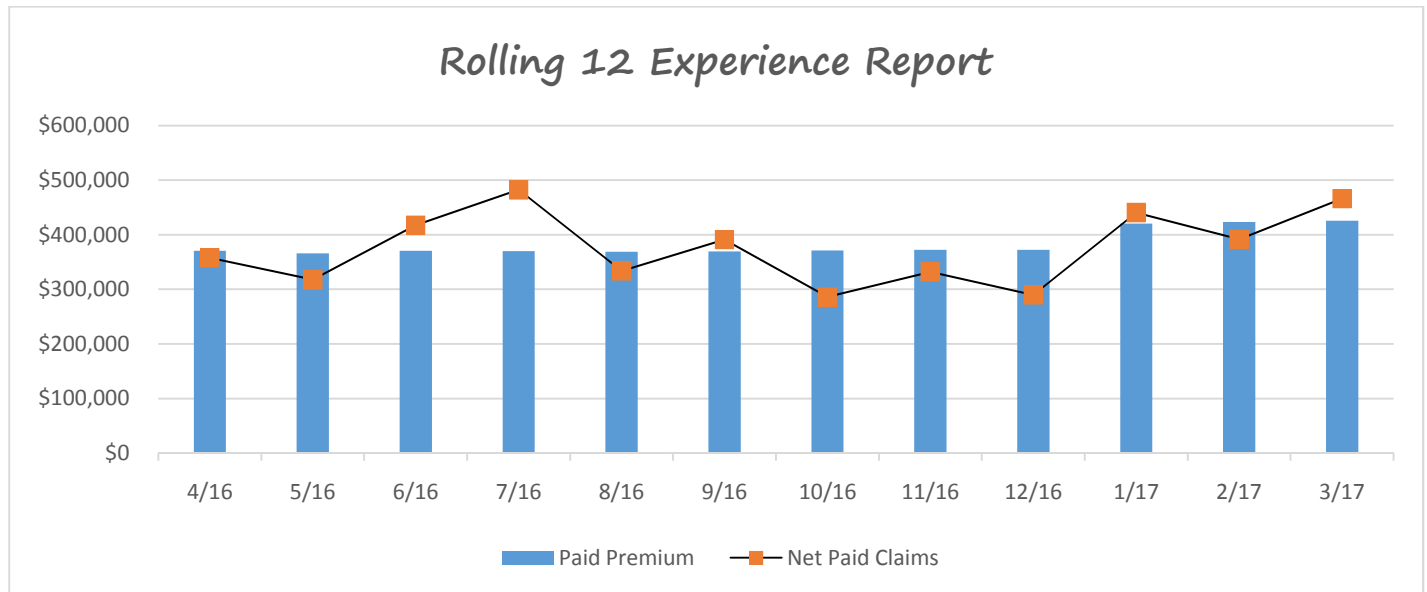
- Able to go out to market for similar plan coverages for medical - total medical premium savings for 2016 was **\$682,463** (12.85%)
- VEBA moved to new provider (BPAS) reducing administrative costs to participants by 72%
- Negotiated lower rates for Vision, Basic Life/AD&D, & Short-Term and Long-Term Disability with The Standard Insurance - total savings for 2016-17 was **\$64,340**
- The City negotiated 2017 benefits renewal, with same carriers, which resulted in another year of medical premium savings of **\$276,040**

\$1,022,843 Total savings to the City (\$682,463 + \$64,340 + \$276,040)



Rolling 12 Month Experience Report

Month	# enrolled Employees	# of Members	Medical Paid Claims	Rx Paid Claims	Total Claims (Gross)	Pooled Claims over \$120,000	Net Paid Claims	Paid Premium	Net Paid Loss Ratio
4/16	296	801	\$304,377.00	\$54,436.00	\$358,813.00	(\$1,069.00)	\$357,744.00	\$370,479.00	96.56%
5/16	295	804	\$249,652.00	\$71,748.00	\$321,400.00	(\$3,855.00)	\$317,545.00	\$365,803.00	86.81%
6/16	296	806	\$378,437.00	\$68,133.00	\$446,570.00	(\$29,174.00)	\$417,396.00	\$370,690.00	112.60%
7/16	296	804	\$415,408.00	\$66,871.00	\$482,279.00	\$0.00	\$482,279.00	\$369,798.00	130.42%
8/16	295	803	\$324,440.00	\$101,696.00	\$426,136.00	(\$92,652.00)	\$333,484.00	\$368,855.00	90.41%
9/16	296	801	\$727,814.00	\$71,049.00	\$798,863.00	(\$407,856.00)	\$391,007.00	\$369,311.00	105.87%
10/16	298	805	\$243,737.00	\$57,114.00	\$300,851.00	(\$14,966.00)	\$285,885.00	\$371,424.00	76.97%
11/16	297	807	\$295,285.00	\$62,784.00	\$358,069.00	(\$26,092.00)	\$331,977.00	\$372,037.00	89.23%
12/16	298	808	\$267,230.00	\$49,438.00	\$316,668.00	(\$27,102.00)	\$289,566.00	\$372,365.00	77.76%
1/17	292	799	\$394,590.00	\$59,884.00	\$454,474.00	(\$13,886.00)	\$440,588.00	\$420,481.00	104.78%
2/17	295	805	\$532,401.00	\$86,158.00	\$618,559.00	(\$227,021.00)	\$391,538.00	\$423,530.00	92.45%
3/17	297	809	\$359,791.00	\$129,224.00	\$489,015.00	(\$23,005.00)	\$466,010.00	\$425,630.00	109.49%
	296	804	\$4,493,162.00	\$878,535.00	\$5,371,697.00	(\$866,678.00)	\$4,505,019.00	\$4,600,403.00	97.93%





AGENDA BILL APPROVAL FORM

Agenda Subject:

Private Service Line Warranty Program (20 Minutes)
(Snyder)

Date:

July 12, 2017

Department:

CD & PW

Attachments:

[National League of Cities Service Line
Warranty Program Brochure](#)
[Sample Letter to Customers with City
Endorsement](#)

Budget Impact:

\$0

Administrative Recommendation:

For discussion only.

Background Summary:

Utility Service Partners (USP), in association with National League of Cities, is seeking an endorsement from the City of Auburn for USP to promote a Service Line Warranty Program (SLWP) to Auburn's single-family property owners for repairing private water service lines and side sewers. Property owners who choose to enroll in the program would call a toll-free number (available 24/7/365), and a pre-qualified local plumbing company would respond to resolve the leak, blockage, or break. Key elements of the SLWP include:

- USP would enter into an agreement with Auburn for USP to send Auburn –endorsed marketing materials to Auburn single-family property owners
- Program would be at no cost to the City of Auburn
- Coverage of \$8,500 per incident, no limit to number of incidents per customer
- Work includes permitting, investigation, physical repairs, and restoration
- Estimated monthly rate of \$7.99 for side sewer, \$5.99 for water service line
- Agreement between USP and Auburn indemnifies Auburn and can include a royalty payment (\$6-\$12 per year per customer enrolled)

The program is available in 37 states and over 400 municipalities nationwide. Recently, City of Kenmore has entered into an agreement with USP for the SLWP; to date, that is the only city in Washington to participate in the program.

A brochure that describes the program and a sample letter with a City logo that would be sent to property owners about the program is attached.

Staff will discuss the benefits, risks, and concerns about the program.

Reviewed by Council Committees:

Councilmember:

Staff: Snyder

Meeting Date: July 24, 2017

Item Number:

WHY SHOULD OUR CITY offer this program?



Because aging infrastructure impacts private lines, too.

Nationwide a water main breaks every two minutes. The same elements that cause those failures also exist on your residents' private lines: age of lines, deteriorating pipe material, freezing and thawing, ground shifting.*

This program provides an optional — proactive — solution to a problem that is bound to strike your residents at some point in time.



Homeowners believe service line repairs are the city's responsibility.

When private service lines break or leak, many homeowners call the city first and are often surprised – and frustrated – to learn that the city can't help.

Educational marketing about homeowners' responsibility for service lines is a key component of the program.



An unexpected repair expense can be hard on a budget – and peace of mind.

Studies show that most Americans do not have enough savings to cover an emergency repair cost that could be from hundreds to as much as \$3,500 or more. In addition, many can be overwhelmed by having to find a trustworthy contractor.

The program provides affordable repair plans backed by vetted, local area contractors, keeping dollars in the local economy.

WHY CHOOSE

to partner with the

NLC Service Line Warranty Program?

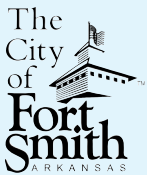


- ▲ At no cost to the city, the Program offers affordable protection for in-home plumbing and external water and sewer lines that will cover the cost of repairing leaks, breaks and clogs.
- ▲ The program features generous coverage amounts, and there is never a service fee or deductible. There are no annual or lifetime limits — just peace of mind for the homeowner.
- ▲ Contractors dispatched to the homeowner's residence undergo a rigorous background check before being accepted into the network.
- ▲ Contractors are local to the community to help keep money in the local economy.

RECOGNITION & ACKNOWLEDGEMENTS



- ▲ Maintained a customer satisfaction rating of greater than **95%** for more than a decade.
- ▲ **9 of 10** surveyed customers have recommended the program to friends, family and neighbors.
- ▲ Over **97%** of submitted claims are approved.
- ▲ 2014 **Pennsylvania Municipal League** Business/Community Partnership Award recipient.
- ▲ 2013 winner of the Western Pennsylvania **Better Business Bureau** Torch Award for Marketplace Ethics.



Important Information for Fort Smith Residents

<<MR. SAMPLE A. SAMPLE>>

<<MAIL_ADDRESS1>>

<<MAIL_ADDRESS2>>

<<MAIL_CITY, ST ZIP>>



Please reply by:
<<Month X, 2017>>

Dear <<Mr. Sample>>,

This letter contains important information about your responsibilities as a homeowner in the event of an emergency with your water or well service line.

The exterior water service line that runs from your utility's responsibility to your home is your responsibility as the homeowner. If you were unfortunate enough to suffer a break or burst in this line, it would be up to you to find a plumber and get the leak repaired.

The City of Fort Smith has selected Service Line Warranties of America (SLWA) to help eligible homeowners be prepared and to have the best possible service in the case of such an emergency. So you're invited to enroll in Exterior Water Service Line Coverage from SLWA. Activate this *optional* coverage and you'll receive unlimited annual protection (30-day wait period with a money-back guarantee) for covered water service line repairs with as many service calls as you need up to \$X,XXX per call and no deductible. You will also have access to a 24/7, 365-day-a-year emergency repair service hotline. Once you have made your service call, SLWA will take care of your covered repair, dispatching a qualified plumber to your home and paying the bill directly. Peace of mind for only \$X.XX a month. Your emergency is dealt with and your water supply is back to normal.

In the event of a covered emergency, this plan can save you a significant amount of money. It can also save you the time of finding a plumber, which can be difficult in the best of times, let alone in an emergency. Having this plan also helps eliminate worry, as you can be sure of a professional job completed by local, licensed and insured plumbers. This is the only service line protection program for homeowners fully supported by Fort Smith.

Please take the time to read the information on the back of this letter. If you would like to sign up for this plan, simply complete and return the attached form below or call toll-free 1-XXX-XXX-XXXX. I certainly hope that you never have an exterior water service line emergency, but if you should ever have a problem, you'll be glad you're covered with Exterior Water Service Line Coverage. This program is administered by SLWA, and no public funds were used for the mailing of this letter.

For fastest processing, please visit www.slwofa.com.

Sincerely,

City of Fort Smith

<<Utility Service Partners Private Label, Inc., known as Service Line Warranties of America ("SLWA"), with corporate offices located at 11 Grandview Circle, Suite 100, Canonsburg, PA 15317, is an *independent company separate from the City of Fort Smith* and offers this optional service plan as an authorized representative of the service contract provider, North American Warranty, Inc., 175 West Jackson Blvd., Chicago, IL 60604. Your choice of whether to participate in this service plan will not affect the price, availability or terms of service you have with your local utility or municipality.>>

Acceptance Form

<<MAILCODE>>



Please correct name and address information below, if necessary, before submitting.

<<Mr. Sample A. Sample, Serv_Address1, Serv_Address2, Serv_City, ST Zip>>

Please reply by: <<x/x/2017>>

By providing my e-mail address I request that my current and future contracts and any related documents be delivered by e-mail and acknowledge that I can access these documents. I may request a paper copy of my contract or any related documents, end electronic delivery or update my e-mail address by simply calling SLWA.

E-mail Address _____ Phone # _____

Please Complete Section A, B or C

A. E-Z PAY (see back of letter)

I have enclosed a check for my first payment of:

☐ \$X.XX per month ☐ \$XX.XX per quarter ☐ \$XX.XX per year

I authorize SLWA to charge my account for Exterior Water Service Line Coverage at the frequency specified and my financial institution to debit these payments<<, plus any applicable taxes,>> from the account provided. I understand that, regardless of the payment frequency I select, my optional coverage is based on an annual contract and will be *automatically renewed annually* on the same payment terms I selected at the then-current renewal price. I have the option to cancel this contract at any time without additional cost to me by calling 1-8XX-XXX-XXXX. I confirm that I am the homeowner and have read the information in this package, understand there are limitations and exclusions, and meet the eligibility requirements for this coverage.

<<Prices include applicable taxes. Additional local tax may apply.>>

PLEASE MAKE PAYABLE TO SLWA

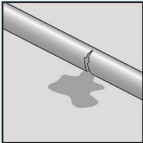
<<MatchbackID>>

<<Mailcode>>

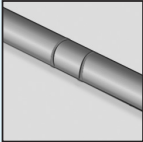
Signature (required)

What would you do in an exterior water service line emergency?

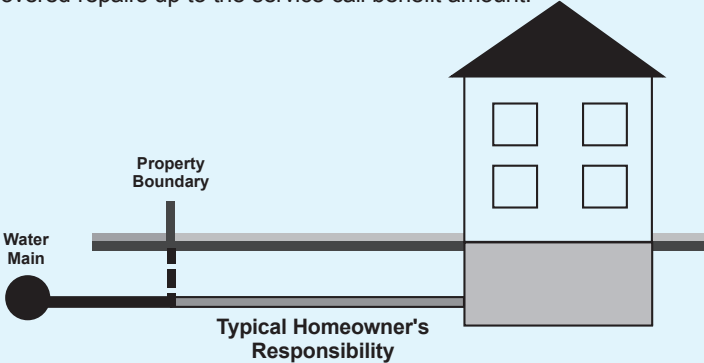
The illustration shows where things may go wrong with your exterior water service line—and how much a licensed and insured plumber would typically charge customers who don't have coverage. How would you cope if it happened to you? With Exterior Water Service Line Coverage, it's not something to worry about; you'll have no bill to pay for covered repairs up to the service call benefit amount.



Locate, excavate and repair leak
\$X,XXX
Plan Members:
No Charge[‡]



Replace water service line
\$X,XXX
Plan Members:
No Charge[‡]



Property Boundary

Water Main

Typical Homeowner's Responsibility

The service line beyond the property boundary may be an additional responsibility of the homeowner and is included in this coverage.

[‡]National average repair costs as of January 2016. No charge for covered repairs up to your service call benefit amount.

Take A Look At The Benefits You'll Receive	Exterior Water Service Line Coverage
1. Unlimited Annual Coverage – With as many service calls as you need for covered repairs, up to \$X,XXX per call.	✓
2. 24-Hour Emergency Repair Service Hotline – Open 24 hours a day, 365 days a year.	✓
3. Our Promise to You – If you are ever dissatisfied with Exterior Water Service Line Coverage, simply call SLWA toll-free at 1-XXX-XXX-XXXX, and your coverage will be discontinued at your request.	✓

Visit www.slwofa.com to protect your water service line

Or call toll-free 1-8XX-XXX-XXXX | Available: <<hours>>

Important Questions & Answers

What am I responsible for?

Nisit officii sintotatius et aturest emolore, ipitas dem et is exero con pa net, aspel exceptae.

Does my homeowners insurance cover this?

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Does this coverage include well lines?

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Who is eligible for coverage?

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What should I know about this coverage?

What's covered: Nisit officii sintotatius et aturest emolore, ipitas dem et is exero con pa net, aspel exceptae laturestisist officii sintotatius et aturest emolore, ipitas dem et is exero con pa net, aspel exceptae laturestis re dellaccus voles eosltam etur quam nonsequo volecus ea que omnis estius raest rem quidus, quia aut ea suntist. Henis eatios aliquatur.

Not covered: Nisit officii sintotatius et aturest emolore, ipitas dem et is exero con pa net, aspel exceptae laturestisist officii sintotatius et aturest emolore, ipitas dem et is exero con pa net, aspel exceptae laturestis re dellaccus voles eosltam etur quam nonsequo volecus ea que omnis estius raest rem quidus, quia aut ea suntist. Henis eatios aliquatur.

dem et is exero con pa net, aspel exceptae laturestis re dellaccus voles eosltam suntist. Henis eatios aliquatur.

When can I make a service call?

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What is the cancellation policy?

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What is the term of my service agreement?

Nisit officii sintotatius et aturest emolore, ipitas dem et is exero con pa net, aspel exceptae laturestis re dellaccus voles eosltam etur quam nonsequo volecus ea que omnis estius raest rem quidus, quia aut ea suntist. Henis eatios aliquatur. Agnis voloria nienihil invende.

What is E-Z Pay?

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What quality of repair can I expect?

Nisit officii sintotatius et aturest emolore, ipitas dem et is exero con pa net, aspel exceptae laturestis re dellaccus voles eosltam etur quam nonsequo.

Who is SLWA?

SLWA, an independent provider, administers the program and is a BBB Accredited Business with an A+ rating. SLWA has helped more than 140,000 homeowners across the county save over \$90 million in water and sewer service line repair costs.

B. CREDIT/DEBIT CARD

I authorize SLWA to charge my first and all future payments<<, plus any applicable taxes,>> for Exterior Water Service Line Coverage to my credit/debit card at the frequency specified. I understand that, regardless of the payment frequency I select, my optional coverage is based on an annual contract and will be *automatically renewed annually* on the same payment terms I selected at the then-current renewal price. I have the option to cancel this contract at any time without additional cost to me by calling 1-8XX-XXX-XXXX. I confirm that I am the homeowner and have read the information in this package, understand there are limitations and exclusions, and meet the eligibility requirements for this coverage.

Signature (required)

☐ \$X.XX per month

☐ \$XX.XX per quarter

☐ \$XX.XX per year

<<Prices include applicable taxes. Additional local tax may apply.>>

VISA MASTERCARD AMEX DISCOVER

☐ ☐ ☐ ☐

Expiration Date:

/

Card Number:

C. ONE-TIME CHECK OR MONEY ORDER

I have enclosed my check or money order for my payment of \$XX.XX<<, which includes applicable taxes,>> for optional Exterior Water Service Line Coverage. I confirm that I am the homeowner and have read the information in this package, understand there are limitations and exclusions, and meet the eligibility requirements for this coverage.

Signature (required)

Please be sure to sign and date your check or money order in the amount of \$XX.XX<<, which includes applicable taxes,>> for this coverage.

PLEASE MAKE PAYABLE TO SLWA

Page 31 of 83



AGENDA BILL APPROVAL FORM

Agenda Subject:

Pierce County Flood Control Zone District Opportunity Fund
Interlocal Agreement (10 Minutes)(Snyder)

Date:

July 12, 2017

Department:

CD & PW

Attachments:

[Resolution No. 5304 & Exhibit A](#)

Budget Impact:

\$0

Administrative Recommendation:

For discussion only.

Background Summary:

The Pierce County Flood Control Zone District ("District") was formed in 2012 to address flood control needs in Pierce County. Property taxes are levied against properties within the District, including a portion of the Lakeland area of Auburn, to fund flood control and stormwater projects conducted by the District.

Ten percent (10%) of the tax levies are set aside in an Opportunity Fund to help fund local flood control and stormwater needs in the 23 towns and cities and in unincorporated Pierce County within the District. Auburn's proportional share of the Opportunity Fund is approximately 1%, which equates to about \$8,000.00 per year. Each jurisdiction can allow its share of the fund to accrue; Auburn's current balance is approximately \$32,000.00.

In order to use its share of the Opportunity Fund, Auburn first needs to execute the standard agreement with the District (attached as Resolution No. 5304). Once the agreement is executed, each year Auburn can 1) instruct the District to continue to accrue Auburn's funds, or 2) submit a project funding request for review and approval by the District. Projects can include stormwater control improvements, studies and plans for watershed and habitat protection, maintenance and operations of existing facilities, purchase of equipment for maintenance and operations, and low impact development.

Resolution No. 5304 will be considered for authorization at the August 7, 2017 City Council meeting.

Reviewed by Council Committees:

Councilmember:

Staff: Tobin

Meeting Date: July 24, 2017

Item Number:

RESOLUTION NO. 5304

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF AUBURN, WASHINGTON, AUTHORIZING
THE MAYOR TO EXECUTE AN INTERLOCAL
AGREEMENT WITH THE PIERCE COUNTY FLOOD
CONTROL ZONE DISTRICT FOR THE
OPPORTUNITY FUND PROGRAM

WHEREAS, the Pierce County Council pursuant to Ordinance 2011-95s, executed on April 3, 2012, formed the Pierce County Flood Control Zone District ("District") as authorized by Chapter 86.15 RCW to address flood control needs throughout Pierce County; and

WHEREAS, funding for the District is provided by property tax levies based on a percentage of the assessed valuation of properties within the District; and

WHEREAS, Resolution 2013-2 of the District's Board of Supervisors established an Opportunity Fund, representing ten percent (10%) of the District's annual property tax revenues, to help Pierce County, cities, and towns fund activities related to flood control and stormwater-related projects, along with watershed management activities, studies, and plans which further such projects; and

WHEREAS, the City of Auburn ("City") annually receives a proportion of the Opportunity Fund corresponding to the portion of the City within Pierce County; and

WHEREAS, the City's portion of the Opportunity Fund can be used for the City's flood control and stormwater-related projects, such projects subject to the review and approval of the District; and

WHEREAS, the City must execute an interlocal agreement ("ILA") with the District, attached herein as Exhibit A, prior to any request for funding from the Opportunity Fund.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, KING COUNTY, WASHINGTON, HEREBY RESOLVES that:

Section 1. The Mayor is hereby authorized to execute the interlocal agreement attached as Exhibit A with the Pierce County Flood Control District for the purpose of requesting funding for flood control and stormwater-related projects within the portion of the City of Auburn located within Pierce County.

Section 2. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

Section 3. This Resolution shall take effect and be in force upon passage and signatures thereon.

DATED and SIGNED this ____ day of _____, 2017.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

Daniel B. Heid, City Attorney

EXHIBIT A

**INTERLOCAL AGREEMENT BETWEEN
THE PIERCE COUNTY FLOOD CONTROL ZONE DISTRICT AND THE
CITY OF AUBURN FOR OPPORTUNITY FUND PROJECTS**

Exhibit A

INTERLOCAL AGREEMENT BETWEEN THE PIERCE COUNTY FLOOD CONTROL ZONE DISTRICT AND THE CITY OF AUBURN FOR OPPORTUNITY FUND PROJECTS

THIS AGREEMENT is made and entered into by and between the City of Auburn, a municipal corporation of the State of Washington ("Municipality") and the PIERCE COUNTY FLOOD CONTROL ZONE DISTRICT, a quasi-municipal corporation of the State of Washington ("District") ("Parties" or when singular "Party"), and shall be effective upon execution by the Municipality and the District.

RECITALS

A. In Ordinance 2011-95s, passed on April 3, 2012, the Pierce County Council formed the District, as authorized by Chapter 86.15 RCW.

B. In Resolution No. 2013-2 ("Resolution"), the District Board of Supervisors:

1. Allocated and set aside ten percent (10%) of the District's annual regular property tax revenues as an "Opportunity Fund" for use by Pierce County (on behalf of unincorporated Pierce County), cities and towns on Opportunity Fund projects;

2. Established methods for allocation of Opportunity Fund revenues and declared the purposes and uses of the Opportunity Fund;

3. Provided for accrual and roll over of a Municipality's Opportunity Fund allocation;

4. Authorized the District Administrator to develop rules and procedures for administering and carrying out the Opportunity Fund, which includes review of proposed Opportunity Fund projects by the District Administrator or designee, and review and approval of such projects by the Board; and

5. Approved this form of Agreement between the Parties.

C. Pursuant to Chapter 39.34 RCW and RCW 86.15.080(11), the Parties desire to enter into this Agreement to provide for Opportunity Fund projects as authorized by the Board.

Exhibit A

AGREEMENT

In furtherance of the foregoing and in consideration of the following terms and conditions, the Parties agree as follows:

1. Definitions. In this Agreement, the following terms shall have the following meanings.

1.1 "Board" means the Board of Supervisors of the District.

1.2 "District Administrator" means the Director of the Pierce County Public Works and Utilities Department, or designee.

1.3 "Municipality" means cities and towns in Pierce County and Pierce County.

1.4 "Opportunity Fund" means the portion of the District's annual regular property tax revenues that has been allocated and set aside by the District for use by the Municipalities on Projects, as authorized by Resolution No. 2013-2, including amendments thereto.

1.5 "Project" means a specific improvement, study, plan or activity that meets the purposes and uses of Resolution No. 2013-2, including amendments thereto, and that has been approved by the Board.

1.6 "Project Rules" means the rules and regulations established by the District Administrator for the Opportunity Fund program, including amendments thereto.

2. Term of Agreement—Termination of Agreement—Survival of Agreement. This Agreement shall be effective upon execution by both Parties, and shall remain in effect until terminated by one or both of the Parties. Either Party may terminate this Agreement by providing written notice of termination to the other Party no less than sixty (60) days prior to the effective date of termination. This Agreement also may be terminated upon mutual agreement of the Parties expressed in writing. Sections 12 and 13 of this Agreement shall survive any termination of this Agreement.

3. Rules and Regulations; District Administrator. The Municipality acknowledges receipt of and agrees to satisfy and follow the Project Rules.

4. Project Eligibility. The Municipality may apply for and seek approval of proposed Projects. The proposed Projects may be a future Project or a pending Project, as defined by the Project Rules.

5. Project Applications. The Municipality must submit an application for each proposed Project to the District Administrator, on a form approved by the District Administrator. The application must be accompanied by plans, drawings,

Exhibit A

descriptions, studies, reports, schedules, costs, budgets and/or other data and information required by the Project Rules or requested by the District Administrator.

6. Multi-Year Projects. A Project may be implemented over multiple years and may be financed by the Municipality's allocation of the Opportunity Fund in the year of Project approval and by the Municipality's anticipated allocation of the Opportunity Fund in future years. However, District approval of a Project shall not be construed as nor constitute a District obligation or commitment to authorize a property tax levy or set aside a portion of a property tax levy for the Opportunity Fund in calendar years beyond the year in which a Project is approved.

7. Use and Vesting of Opportunity Fund Allocation. The Municipality shall use Opportunity Fund allocations only for expenses related to the Projects. The unexpended portion of the Municipality's allocation of Opportunity Fund revenues in a calendar year shall be rolled over and reserved for use by the Municipality on Projects in subsequent calendar years. The District shall have no obligation to set aside or allocate Opportunity Funds in calendar years after the calendar year in which the Project is approved. The Municipality understands and acknowledges that the Board has the right and discretion to modify or terminate the Opportunity Fund and its program, and will consider this possibility in providing for and implementing any Project.

8. Project Approval—Implementation of Projects. After approval of a Project, the District Administrator shall prepare a written description of the Project, which shall be deemed to be an amendment to this Agreement. The District Administrator shall provide a copy of the Project description to the Municipality. The Municipality shall implement the Project only as authorized by the Board and described in the amendment. In implementing the Project, the Municipality shall comply with all applicable laws, rules and regulations, and shall be responsible for obtaining all approvals and permits for the Project.

9. Distribution of Opportunity Fund Allocations. After an actual expenditure is incurred for a Project, the Municipality shall request distribution of Opportunity Fund allocations in a manner and pursuant to a process required by the Project Rules. However, after Board approval of a Project, the Municipality may request advance distribution of all or a part of the Opportunity Fund allocation for the Project, prior to expenditure of funds on the Project, in accordance with terms and conditions in the Project Rules.

10. Reports—Audits—Records Retention--Inspections. The Municipality shall prepare and file written reports describing the progress on and the status of the Project, as required by the Project Rules. The Municipality shall prepare and file such other written reports, including but not limited to a final report after Project completion, as required by the Project Rules. The Municipality shall retain all records and documents relating to a Project for a minimum of seven (7) years

Exhibit A

after substantial completion of the Project, unless required by law to be retained for a longer period, in which case the longer period shall apply. Upon reasonable notice, the Municipality shall make available to the District Administrator for inspection, review and audit all records and documents relating to the Project and the expenditure of the Opportunity Fund allocations, as required by Project Rules.

11. Project Ownership and Maintenance. If the Project involves the acquisition, extension, enlargement, or construction of an improvement, the Municipality shall take ownership of, and shall be obligated to operate, maintain, repair and replace such improvement. The District shall have no obligation or responsibility for the operation, maintenance, repair and replacement of such improvement.

12. Audit Exception Repayments. The Municipality agrees that it is financially responsible for and will repay to the District all indicated amounts following an audit exception, which occurs due to the negligent or intentional acts by the Municipality, its officers, officials, employees, agents, contractors or volunteers.

13. Hold Harmless and Indemnification.

13.1 To the maximum extent permitted by law, each Party shall defend, indemnify and hold harmless the other Party, and all of its officers, officials, employees, agents, contractors and volunteers, from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or resulting from any negligent acts, errors, omissions of the indemnifying Party and its officers, officials, employees, agents, contractors and volunteers in performing obligations under this Agreement or in implementing a Project. However, if any such injuries and damages to persons or property are caused by or result from the concurrent negligence of the District or its officers, officials, employees, agents, contractors and volunteers, and the Municipality or its officers, officials, employees, agents, contractors and volunteers, each Party's obligation hereunder applies only to the extent of the negligence of such Party or its officers, officials, employees, agents, contractors or volunteers.

13.2 The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under industrial insurance, Title 51 RCW, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. This waiver has been mutually negotiated by the Parties.

14. Amendment. This Agreement may be modified by written instrument approved by the Municipality's governing body and the District Board of Supervisors and signed by the authorized representatives of the Parties.

Exhibit A

15. Waiver. No waiver by either Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or different provision of this Agreement. No waiver shall be effective unless made in writing.

16. No Third Party Rights. Nothing in this Agreement shall be construed to create any rights in or duties to any third party, nor any liability to or standard of care with reference to any third party.

17. Entirety. This Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated are excluded. This Agreement merges and supersedes all prior negotiations, representations and agreements between the Parties relating to the projects and constitutes the entire agreement between the Parties.

18. Counterparts. This Agreement may be signed in counterparts and, if so signed, shall be deemed one integrated document.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have signed their names in the spaces below:

PIERCE COUNTY FLOOD
CONTROL ZONE DISTRICT

Name: _____
Title: _____

Date: _____

Attested to:

Name: _____
Title: _____

Flood Control Zone
District Administrator

Date: _____

Attested to:

Kate Kennedy
Clerk of Board of Supervisors



AGENDA BILL APPROVAL FORM

Agenda Subject:

State Traffic Signals at AWS and SR-18 (5 Minutes)
(Snyder)

Date:

July 14, 2017

Department:

CD & PW

Attachments:

No Attachments Available

Budget Impact:

\$0

Administrative Recommendation:

For discussion only.

Background Summary:

In a previous discussion with the City Council, staff mentioned that the Washington State Department of Transportation (WSDOT) may be looking to transfer the maintenance responsibility for the State Signals at the interchange of SR-18 and Auburn Way South (SR-164) in exchange for allowing the City operational capability at the signals.

In 1994, the City and WSDOT entered into a Memorandum of Understanding (MOU) that allows the City to have some operational control of these signals with in parameters and restrictions set by the State. Under this MOU, the State is still responsible for the maintenance of the signals.

At this time, City staff continue to work with the State on the details of the State's proposal. A significant element of the proposal will be understanding what responsibilities and costs the City would incur in this agreement and what improvements to our current operational capabilities will the City receive.

Discussions with the State continue and when staff have additional information, this will be brought back for discussion with the City Council.

Reviewed by Council Committees:**Councilmember:****Staff:**

Gaub

Meeting Date: July 24, 2017

Item Number:



AGENDA BILL APPROVAL FORM

Agenda Subject:

Interlocal Agreements with Pacific, Algona and VRFA for IT Services (15 Minutes)(Haugan)

Date:

July 19, 2017

Department:

Information Services

Attachments:

[2017 Algona ILA](#)

[2017 Pacific ILA](#)

[2017 VRFA ILA](#)

[ILA Overview](#)

Budget Impact:

\$0

Administrative Recommendation:**Background Summary:****Reviewed by Council Committees:****Councilmember:****Staff:**

Meeting Date: July 24, 2017

Item Number:

**CITY OF AUBURN – CITY OF ALGONA
INTERLOCAL AGREEMENT FOR
INFORMATION SERVICES TECHNOLOGY**

THIS INTERLOCAL AGREEMENT made and entered into, pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, on the _____ day of _____, 2017, by and between the CITY OF AUBURN, a municipal corporation of the State of Washington (hereinafter referred to as “Auburn”), and the CITY OF ALGONA, a municipal corporation of the State of Washington (hereinafter referred to as “Algona”),

W I T N E S S E T H :

WHEREAS, Algona seeks professional information technology (“IT”) services; and

WHEREAS, Auburn has the requisite skills, resources and experience necessary to provide such services and is willing to provide such services upon the terms and conditions herein contained.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES

Auburn agrees to perform for Algona, in a good and professional manner, the tasks described on Exhibit A, which is attached hereto and by this reference made a part of this Agreement. (The tasks described on Exhibit A shall be individually referred to as a “task,” and collectively referred to as the “services.”) Auburn shall perform the services as an independent contractor and shall not be deemed, by virtue of this Agreement and the performance thereof, to have entered into any partnership, joint venture, employment or other relationship with Algona.

2. AMENDMENT REQUIRED FOR ADDITIONAL SERVICES

If Algona elects to receive additional services from Auburn, either the additional services described in Exhibit A or additional services not described in Exhibit A, , and if Auburn has the time and resources to provide such additional services and is willing to provide them, the parties shall execute an amendment to this Agreement prior to Auburn’s performance of such additional services, except as provided to the contrary in Section 3 of this Agreement. An executed Amendment for additional services shall be incorporated into this Agreement and shall be subject to the terms and conditions of this Agreement, except as provided otherwise in the Amendment

3. PERFORMANCE OF ADDITIONAL SERVICES PRIOR TO EXECUTION OF AN AMENDMENT

The parties hereby agree that situations may arise in which Algona desires additional services wherein execution of Amendment before delivery of the services is impractical. Auburn agrees to perform the additional services upon the request of an authorized representative of Algona at the rate of compensation in Exhibit A, or if not included in Exhibit A, at a negotiated rate of compensation . Any such additional services shall be memorialized in a written amendment executed in accordance with Section 2 of this Agreement. The invoice procedure for the additional services shall be as described in Section 6 of this Agreement.

4. ALGONA'S RESPONSIBILITIES

Algona shall do the following in a timely manner so as not to delay the services of Auburn:

- a. Designate in writing a person to act as Algona's representative with respect to the services. Algona's representative shall have authority to transmit instructions, receive information, and interpret and define Algona's policies and decisions regarding the services, except in the event of an emergency as described in Exhibit A.
- b. Furnish Auburn with all information, criteria, objectives, schedules and standards for the services.
- c. Arrange for access to the property or facilities as required for Auburn to perform the services.
- d. Examine and evaluate all studies, reports, memoranda, plans, sketches, and other documents prepared by Auburn, and render decisions regarding such documents in a timely manner to prevent delay of the services.

5. ACCEPTABLE STANDARDS

Auburn shall be responsible to provide, in connection with the services , work products and services of a quality and professional standard acceptable to Algona.

6. COMPENSATION

Compensation rates for Auburn's performance of the services are set forth in Exhibit B, which is attached hereto and by this referenced made a part of this Agreement. The compensation rates shall be increased January 1, 2018, and each January 1 thereafter, by an amount equal to 5% or the most recent Seattle-Tacoma-Bremerton Consumer Price Index – U, whichever is greater.

Auburn shall submit to Algona a monthly invoice. Algona shall process the invoice in its next billing/claim cycle and shall remit payment to Auburn in the normal course, subject to any conditions or provisions in this Agreement or an Amendment.

7. TIME FOR PERFORMANCE AND TERM OF AGREEMENT

Auburn shall perform the services in accordance with the direction and scheduling provided in Exhibit A, unless otherwise agreed to in writing by the parties. The term of this Agreement shall be for three (3) years beginning January 1, 2017 and ending December 31, 2020; provided that the term of this Agreement shall automatically renew for an additional one (1) year unless either party gives the other written notice of termination not later than sixty (60) days prior to the end of the term; and provided further that either party may cancel this Agreement upon sixty (60) days written notice to the other party consistent with Paragraphs 11 and 12 of this Agreement.

8. OWNERSHIP AND USE OF DOCUMENTS

All documents, reports, memoranda, diagrams, sketches, plans, design calculations, working drawings and any other materials created or otherwise prepared by Auburn as part of its performance of this Agreement (the "Work Products") shall be owned by and become the property of Algona, and may be used by Algona for any purpose beneficial to Algona. Algona shall handle and be responsible for requests for inspection and copying of such records ; however, Auburn may assist at Algona's request at hourly rates provided under Exhibit B for "Assistance with Records Request" support.

9. RECORDS INSPECTION AND AUDIT

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

10. CONTINUATION OF PERFORMANCE

In the event that any dispute or conflict arises between the parties while this Agreement is in effect, Auburn agrees that, notwithstanding such dispute or conflict, Auburn shall continue to make a good faith effort to cooperate and continue work toward successful completion of the services or additional services provided that if Algona fails to pay for the services provided by Auburn, Auburn can cease providing such services until payment is made.

11. ADMINISTRATION OF AGREEMENT

This Agreement shall be administered by Paul Haugan, Innovation and Technology Director or designee, on behalf of Auburn, and by Diana Quinn, City Administrator or designee, on behalf of Algona. Any written notices required by the terms of this Agreement shall be served on or mailed to the following addresses:

CITY OF AUBURN
Innovation & Technology
Paul Haugan
25 W Main St
Auburn, WA 98001-4998
Phone: 253-288-3160
Fax: 253-804-3116
E-mail: phaugan@auburnwa.gov

CITY OF ALGONA
City Administration
Diana Quinn
402 Warde St.
Algona, WA 98001
Phone: 253-833-2897
Fax: 253-939-3366
E-mail: dianaq@algonawa.gov

12. NOTICES

All notices or communications permitted or required to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person, deposited in the United States mail, postage prepaid, or mailed by certified mail, return receipt requested, and addressed, if to a party of this Agreement, to the address for the party set forth above.

Either party may change its administrator or address by giving notice in writing to the other party, stating the new administrator or new address, , pursuant to the procedure set forth above.

13. INSURANCE

Algona shall maintain in full force throughout the duration of this Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence/aggregate for personal injury and property damage. This requirement shall be deemed satisfied by evidence of Algona's membership in a municipal self-insurance pool, including evidence of limits of coverages, exclusions and limits of liability satisfactory to Auburn.

Auburn shall maintain in full force throughout the duration of this Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence/aggregate for personal injury and property damage. This requirement shall be deemed satisfied by evidence of Auburn's membership in a municipal self-insurance pool, including evidence of limits of coverages, exclusions and limits of liability satisfactory to Algona.

14. INDEMNIFICATION

a. Algona shall indemnify and hold Auburn and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against Auburn arising out of, in connection with, or incident to the execution of this Agreement and/or Algona's performance or failure to perform any aspect of this Agreement; provided that if such claims are caused by or result from the concurrent negligence of Auburn, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Algona; and provided further that nothing herein shall require Algona to hold harmless or defend Auburn, its agents, employees and/or officers from any claims arising from the sole negligence of Auburn, its agents, employees, and/or officers. No liability shall attach to Auburn by reason of entering into this Agreement except as expressly provided herein.

b. Auburn shall indemnify and hold Algona and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against Algona arising out of, in connection with, or incident to the execution of this Agreement and/or Auburn's performance or failure to perform any aspect of this Agreement; provided that if such claims are caused by or result from the concurrent negligence of Algona, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Auburn; and provided further, that nothing herein shall require Auburn to hold harmless or defend Algona, its agents, employees and/or officers from any claims arising from the sole negligence of Algona, its agents, employees, and/or officers. No liability shall attach to Algona by reason of entering into this Agreement except as expressly provided herein.

15. WAIVER OF SUBROGATION

Algona and Auburn hereby mutually release each other from liability and waive all right of recovery against each other for any loss caused by fire or other perils which can be insured against under fire insurance contracts, including any extended coverage endorsements thereto which are customarily available from time to time in the State of Washington; provided that this paragraph shall be inapplicable to the extent that it would have the effect of invalidating any insurance coverage of Algona or Auburn.

16. COMPLIANCE WITH REGULATIONS AND LAWS

The parties shall comply with all applicable laws, rules and regulations pertaining to them in connection with the matters covered herein.

17. ASSIGNMENT

The parties shall not assign this Agreement or any interest, obligation or duty therein without the express written consent of the other party.

18. ATTORNEYS' FEES

If either party shall be required to bring any action to enforce any provision of this Agreement, or shall be required to defend any action brought by the other party with respect to this Agreement, and in the further event that one party shall substantially prevail in such action, the losing party shall, in addition to all other payments required therein, pay all of the prevailing party's reasonable costs in connection with such action, including such sums as the court or courts may adjudge reasonable as attorney's fees in the trial court and in any appellate courts.

19. NONDISCRIMINATION

Each of the parties, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that it will comply with pertinent statutes, Executive Orders and rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, sexual orientation, age, or the presence of any sensory, mental or physical handicap be discriminated against or receive discriminatory treatment by reason thereof.

20. MISCELLANEOUS

- a. All of the covenants, conditions and agreements in this Agreement shall extend to and bind the legal successors and assigns of the parties hereto.
- b. This Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington. Jurisdiction and venue for any action arising out of this Agreement shall be in King County, Washington.
- c. The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.
- d. Unless otherwise specifically provided herein, no separate legal entity is created hereby, as each of the parties is contracting in its capacity as a municipal corporation of the State of Washington. The identity of the parties hereto is as set forth hereinabove.
- e. The performances of the duties of the parties provided hereby shall be done in accordance with standard operating procedures and customary practices of the parties. Operational review and service meetings shall be held every six (6) months, with representatives from both cities to review and discuss service and support

delivery.

f. No provision of this Agreement shall relieve either party of its public agency obligations and/or responsibilities imposed by law.

g. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a final decision of any court having jurisdiction on the matter, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect, unless such court determines that such invalidity or unenforceability materially interferes with or defeats the purposes hereof, at which time either party shall have the right to terminate the Agreement.

h. This Agreement constitutes the entire agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modifications or amendments of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by both parties.

i. Copies of this Agreement shall be filed with the King County Records Division and the respective Clerks of the parties hereto.

j. 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.

k. No party to this Agreement shall be held responsible for delay or default caused by terrorism, natural disasters, riots, acts of god and/or war that is beyond the reasonable control of the parties.

l. The failure of either party at any time to require performance by another party of any provisions of this Agreement will in no way affect the party's subsequent rights and obligations under that provision, and waiver by any party of the breach of any provision of this Agreement shall not be taken or held to be a waiver of any succeeding breach of such provision or as waiver of such provision itself.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF AUBURN

CITY OF ALGONA

Nancy Backus
Auburn Mayor

David E. Hill Algona Mayor

Attest:

Attest:

Danielle Daskam,
Auburn City Clerk

Print Name: _____
Title: _____

Approved as to form:

Approved as to form:

Daniel B. Heid
Auburn City Attorney

Rod P. KasegumaAlgona City Attorney

EXHIBIT A SCOPE OF SERVICES

Services Provided

1. General desktop support and troubleshooting, including:
 - a. Hardware deployment
 - b. Operating system installs and repairs
 - c. Settings and configuration
2. General IT support and troubleshooting, including:
 - a. User account setup, modification and separations
 - b. Virus protection and patch management
 - c. Software installs
 - d. Email
 - e. Wireless internet
 - f. TV21 support and coordinate per Algona's franchise agreement
3. General phone support and troubleshooting, including:
 - a. Setup and configuration
 - b. Cell phones
4. General server and storage support and troubleshooting, including:
 - a. Hardware and virtual installation
 - b. Operating systems installs and repairs
5. General network gear support and troubleshooting., including:
 - a. Firewall configuration and assistance
 - b. Routers
 - c. Switches
 - d. Access Points
6. General GIS requests, including:
 - a. Electronic maps
 - b. Data analysis
7. Purchasing recommendations and coordination.
8. Cloud operations. This will allow Algona's network to reside in Auburn's private cloud, allowing business continuity.

Available Additional Services

1. Project management
2. Advanced GIS services, including:
 - a. Consulting
 - b. Strategic planning
 - c. Data hosting
 - d. Map service creation

Service Level Agreements

For requests emailed Monday through Friday from 7:00 a.m. to 5:00 p.m. (“regular business hours”), Auburn will respond within thirty (30) minutes; provided, that where Auburn is experiencing extremely high call volumes due to systems failures, Acts of God, regional outages, etc., the response time may be longer. Auburn will notify Algona of such delay and the reason for the delay, with an estimated return to normal time.

If authorized by the Algona Mayor, City Administrator or City Clerk by email to support@auburnwa.gov, with the name of authorizing person and nature of issue or by call to 253-876-1947, Auburn will provide services outside of regular business hours on an emergency basis.

Service Limitations

- Auburn will assist and provide recommendations on network security, but security is the responsibility of Algona.
- Auburn will document and present information relevant to technical audits, but compliance is the responsibility of Algona, including but not limited to CJIS and ACCESS.
- Auburn will assist and provide recommendations on purchases, but all purchases are the responsibility of Algona; provided that Algona may piggyback purchases through Auburn contracts.

Requesting Support

Algona shall submit requests for service by email to support@auburnwa.gov. Algona may request services by phone, but if the request is by phone, Auburn prefers tracking tickets and support via its help desk system. with a follow-up phone call from Auburn staff. The request will be forwarded to Auburn technical staff for resolution.

EXHIBIT B COST OF SERVICES

Billing

All services outlined in Exhibit A will be billed according to the compensation rates below. Note: the monthly charges for service are based on an estimated 100 helpdesk requests annually and standard cloud service rates.

Billing Breakdown

Monthly Costs

Support Function	Operating Hours	Billing Rate/Description	Cost
General support	M-F, 7:00 am – 5 pm, excluding holidays	General support as outlined in Exhibit A	\$500.00
			\$500.00

Yearly Costs (pass through to vendors)

Support Function	Billing Rate/Description	Cost
Netmotion software	\$34.00 x 15 clients	\$510.00
Spillman software	16 clients	\$2,095.00
Inventory and Remote Desktop software	\$37.00 x 22 clients	\$814.00
Virus protection software	\$18.00 x 22 clients	\$396.00

Support Function	Billing Rate/Description	Cost
MS Office and Windows	\$253.00 x 22 clients	\$5,566.00
		\$9,619.00

Variable Costs

Support Function	Operating Hours	Billing Rate/Description	Cost
Off-hours support	Non-business hours	\$120 per hour, with a one (1) hour minimum plus mileage based on IRS standard rates	Variable
Additional services	n/a	\$120 per hour, with a one(1) hour minimum as outlined in Exhibit A	Variable
Assistance with Records Requests	Business Hours	\$120 per hour, with a one (1) hour minimum plus mileage based on IRS standard rates	Variable

**CITY OF AUBURN – CITY OF PACIFIC
INTERLOCAL AGREEMENT FOR
INFORMATION SERVICES TECHNOLOGY**

THIS INTERLOCAL AGREEMENT made and entered into, pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, on the _____ day of _____, 2017, by and between the CITY OF AUBURN, a municipal corporation of the State of Washington (hereinafter referred to as “Auburn”), and the CITY OF PACIFIC, a municipal corporation of the State of Washington (hereinafter referred to as “Pacific”),

W I T N E S S E T H :

WHEREAS, Pacific seeks professional information technology (“IT”) services; and

WHEREAS, Auburn has the requisite skills, resources and experience necessary to provide such services and is willing and agreeable to provide such services upon the terms and conditions herein contained.

NOW THEREFORE in consideration of their mutual covenants, conditions and promises, the parties hereto do hereby agree as follows:

1. SCOPE OF SERVICES

Auburn agrees to perform for Pacific, in a good and professional manner the tasks described on Exhibit A for the compensation described in Exhibit B, both of which are attached hereto and by this reference made a part of this Agreement. (The tasks described on Exhibit A shall be individually referred to as a “task,” and collectively referred to as the “services.”) Auburn shall perform the services as an independent contractor and shall not be deemed, by virtue of this Agreement and the performance thereof, to have entered into any partnership, joint venture, employment or other relationship with Pacific.

2. AMENDMENT REQUIRED FOR ADDITIONAL SERVICES

In the event additional IT services are required by Pacific beyond those specified in Exhibit A and the compensation listed in this Agreement, and further provided that Auburn has the time and resources to provide such additional services and is willing to provide such services, a contract amendment shall be set forth in writing and shall be executed by the respective parties prior to Auburn’s performance of the additional IT services, except as may be provided to the contrary in Section 3 of this Agreement. Upon proper completion and execution of an Amendment for additional services, such Amendment shall be incorporated into this Agreement and shall have the same force and effect as if the terms

of such Amendment were a part of this Agreement as originally executed. The performance of services pursuant to an Amendment shall be subject to the terms and conditions of this Agreement except where the Amendment provides to the contrary, in which case the terms and conditions of any such Amendment shall control. In all other respects, any Amendment shall supplement and be construed in accordance with the terms and conditions of this Agreement.

3. PERFORMANCE OF ADDITIONAL SERVICES PRIOR TO EXECUTION OF AN AMENDMENT

The parties hereby agree that situations may arise in which IT services other than those described on Exhibit A are desired by Pacific and the time period for the completion of such services makes the execution of Amendment impractical prior to the commencement of Auburn's performance of the requested services. Auburn hereby agrees that it shall perform such services upon the request of an authorized representative of Pacific at a rate of compensation to be mutually negotiated in connection therewith. Any such additional IT services shall be memorialized in a written amendment in accordance with Section 2 of this Agreement. The invoice procedure for any such additional services shall be as described in Section 6 of this Agreement.

4. PACIFIC'S RESPONSIBILITIES

Pacific shall do the following in a timely manner so as not to delay the services of Auburn:

- a. Designate in writing a person to act as Pacific's authorized representative with respect to the services described in Exhibit A. Pacific's designee shall have complete authority to transmit instructions, receive information, interpret and define Pacific's policies and decisions with respect to the services, except in the event of an emergency as described in Exhibit A. The authorized representative shall not have the authority to execute amendments to this Interlocal Agreement.
- b. Furnish Auburn with all information, criteria, objectives, schedules and standards for the services provided for herein.
- c. Arrange for access to the property or facilities as required for Auburn to perform the services provided for herein.
- d. Examine and evaluate all studies, reports, memoranda, plans, sketches, and other documents prepared by Auburn and render decisions regarding such documents in a timely manner to prevent delay of the services.

5. ACCEPTABLE STANDARDS

Auburn shall be responsible to provide, in connection with the services contemplated in this Agreement, work products and services of a quality and

professional standard acceptable to Pacific.

6. COMPENSATION

Compensation for Auburn's performance of the services provided for herein is described in Exhibit B, which is attached hereto and by this reference made a part of this Agreement. The compensation rate shall be increased January 1, 2018, and each January 1 thereafter, by an amount equal to 5% or the most recent Seattle-Tacoma-Bremerton Consumer Price Index - whichever is greater.

Auburn shall submit to Pacific a monthly invoice and Pacific shall process the invoice or statement in the next billing/claim cycle following receipt of the invoice or statement, and shall remit payment to Auburn thereafter in the normal course, subject to any conditions or provisions in this Agreement or Amendment.

7. TIME FOR PERFORMANCE AND TERM OF AGREEMENT

Auburn shall perform the services provided for herein in accordance with the direction and scheduling provided in Exhibit A, unless otherwise agreed to in writing by the parties. The term of this Agreement shall be in effect for three (3) years beginning January 1, 2017, through December 31, 2020, provided that the term of this Agreement shall automatically renew for an additional year unless either party gives the other written notice of termination not later than sixty (60) days prior to term end. It is provided, however, that either party may cancel this Agreement with or without cause upon sixty (60) days written notice to the other party consistent with Paragraphs 11 and 12 of this Agreement.

8. OWNERSHIP AND USE OF DOCUMENTS

All documents, reports, memoranda, diagrams, sketches, plans, design calculations, working drawings and any other materials created or otherwise prepared by Auburn as part of its performance of this Agreement (the "Work Products") shall be owned by and become the property of Pacific, and may be used by Pacific for any purpose beneficial to Pacific. Public records requests shall be the responsibility of Pacific; however, Auburn may assist at Pacific's request at hourly rates provided under Exhibit B for onsite support.

9. 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 Pacific for a period of up to three (3) years from the final payment for work performed under this Agreement.

10. CONTINUATION OF PERFORMANCE

In the event that any dispute or conflict arises between the parties while this Contract is in effect, Auburn agrees that, notwithstanding such dispute or conflict, Auburn shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities. Provided that, if Pacific fails to pay for the services provided by Auburn, Auburn can cease providing such services until payment is made.

11. ADMINISTRATION OF AGREEMENT

This Agreement shall be administered by Paul Haugan, Innovation and Technology Director or designee on behalf of Auburn, and by Richard Gould, City Administrator or designee on behalf of Pacific. Any written notices required by the terms of this Agreement shall be served on or mailed to the following addresses:

CITY OF AUBURN
Innovation & Technology
Paul Haugan
25 W Main St
Auburn, WA 98001-4998
Phone: 253-288-3160
Fax: 253-804-3116
E-mail: phaugan@auburnwa.gov

CITY OF PACIFIC
City Administration
Richard Gould
100 3rd Ave SE
Pacific, WA 98047
Phone: 253-929-1117
Fax: 253-939-6026
E-mail: rgould@ci.pacific.wa.us

12. NOTICES

All notices or communications permitted or required to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or deposited in the United States mail, postage prepaid, for mailing by certified mail, return receipt requested, and addressed, if to a party of this Agreement, to the address for the party set forth above.

Either party may change his, her or its address by giving notice in writing, stating his, her or its new address, to the other party, pursuant to the procedure set forth above.

13. INSURANCE

Pacific shall maintain in full force throughout the duration of this Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence/aggregate for personal injury and property damage. This requirement shall be deemed satisfied by evidence of Pacific's membership in a municipal self-insurance pool, including evidence of limits of coverages, exclusions and limits of liability satisfactory to Auburn.

Auburn shall maintain in full force throughout the duration of this Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence/aggregate for personal injury and property damage. This requirement shall be deemed satisfied by evidence of Auburn's membership in a municipal self-insurance pool, including evidence of limits of coverages, exclusions and limits of liability satisfactory to Pacific.

14. INDEMNIFICATION

a. Pacific shall indemnify and hold Auburn and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against Auburn arising out of, in connection with, or incident to the execution of this Agreement and/or Pacific's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of Auburn, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Pacific; and provided further, that nothing herein shall require Pacific to hold harmless or defend Auburn, its agents, employees and/or officers from any claims arising from the sole negligence of Auburn, its agents, employees, and/or officers. No liability shall attach to Auburn by reason of entering into this Agreement except as expressly provided herein.

b. Auburn shall indemnify and hold Pacific and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against Pacific arising out of, in connection with, or incident to the execution of this Agreement and/or Auburn's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of Pacific, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Auburn; and provided further, that nothing herein shall require Auburn to hold harmless or defend Pacific, its agents, employees and/or officers from any claims arising from the sole negligence of Pacific, its agents, employees, and/or officers. No liability shall attach to Pacific by reason of entering into this Agreement except as expressly provided herein.

The provisions of this Section 14 shall survive the expiration or termination of this Agreement.

15. WAIVER OF SUBROGATION

Pacific and Auburn hereby mutually release each other from liability and waive all right of

recovery against each other for any loss caused by fire or other perils which can be insured against under fire insurance contracts including any extended coverage endorsements thereto which are customarily available from time to time in the State of Washington, provided, that this paragraph shall be inapplicable to the extent that it would have the effect of invalidating any insurance coverage of Pacific or Auburn.

16. COMPLIANCE WITH REGULATIONS AND LAWS

The parties shall comply with all applicable rules and regulations pertaining to them in connection with the matters covered herein.

17. ASSIGNMENT

The parties shall not assign this Agreement or any interest, obligation or duty therein without the express written consent of the other party.

18. ATTORNEYS' FEES

If either party shall be required to bring any action to enforce any provision of this Agreement, or shall be required to defend any action brought by the other party with respect to this Agreement, and in the further event that one party shall substantially prevail in such action, the losing party shall, in addition to all other payments required therein, pay all of the prevailing party's reasonable costs in connection with such action, including such sums as the court or courts may adjudge reasonable as attorney's fees in the trial court and in any appellate courts.

19. NONDISCRIMINATION

Each of the parties, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, sexual orientation, age, or the presence of any sensory, mental or physical handicap be discriminated against or receive discriminatory treatment by reason thereof.

20. MISCELLANEOUS

- a. All of the covenants, conditions and agreements in this Agreement shall extend to and bind the legal successors and assigns of the parties hereto.
- b. This Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington. Jurisdiction and venue for any action arising out of this Agreement shall be in King County, Washington.
- c. The captions in this Agreement are for convenience only and do not in any

way limit or amplify the provisions of this Agreement.

d. Unless otherwise specifically provided herein, no separate legal entity is created hereby, as each of the parties is contracting in its capacity as a municipal corporation of the State of Washington. The identity of the parties hereto is as set forth hereinabove.

e. The performances of the duties of the parties provided hereby shall be done in accordance with standard operating procedures and customary practices of the parties. Operational review and service meetings shall be held every six (6) months, with representatives from both cities to review and discuss service and support delivery.

f. No provision of this Agreement shall relieve either party of its public agency obligations and or responsibilities imposed by law.

g. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a final decision of any court having jurisdiction on the matter, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect, unless such court determines that such invalidity or unenforceability materially interferes with or defeats the purposes hereof, at which time either party shall have the right to terminate the Agreement.

h. This Agreement constitutes the entire agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modifications or amendments of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by both parties.

i. Copies of this Agreement shall be filed with the King County Auditor's Office and the respective Clerks of the parties hereto.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF PACIFIC

CITY OF AUBURN

Leanne Guier, Mayor
100 3rd Avenue SE
Pacific, WA 98047

Nancy Backus, Mayor
25 W. Main Street
Auburn, WA 98001

ATTEST:

ATTEST:

Amy Stevenson-Ness, City Clerk

Dani Daskam, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Carol Morris, City Attorney

Daniel B. Heid, City Attorney

EXHIBIT A SCOPE OF SERVICES

Services Provided

1. Two (2) hours of consecutive, onsite support per week. This is limited to one (1) Auburn IT staff person per week. The day/time of the hours must be mutually agreed upon by both parties and stay consistent each week. The day and time of the week, including the duration is subject to change based on needs of each City. Hours allocated each week are not banked and cannot rollover to subsequent weeks.
2. General desktop support and troubleshooting. This includes:
 - a. Hardware deployment
 - b. Operating system installs and repairs
 - c. Settings and configuration
3. General IT support and troubleshooting. This includes:
 - a. User account setup, modification and separations
 - b. Virus protection and patch management
 - c. Software installs
 - d. Email
 - e. Wireless internet
 - f. TV21 support and coordinate per Pacific's franchise agreement
4. General phone support and troubleshooting. This includes:
 - a. Setup and configuration
 - b. Cell phones
5. General server and storage support and troubleshooting. This includes:
 - a. Hardware and virtual installation
 - b. Operating systems installs and repairs
6. General network gear support and troubleshooting. This includes:
 - a. Firewall configuration and assistance
 - b. Routers
 - c. Switches
 - d. Access Points
7. General GIS requests. This includes:
 - a. Electronic maps
 - b. Data analysis
8. Purchasing recommendations and coordination.
9. Cloud operations. This will allow Pacific's network to reside in Auburn's private cloud allowing business continuity.

Available Additional Services

1. Project management, i.e. phone system replacement.
2. Advanced GIS services including:
 - a. Consulting
 - b. Strategic planning

- c. Data hosting
- d. Map service creation

Service Level Agreements

For requests emailed Monday through Friday from 7:00 am to 5:00 pm, we will respond within 30 minutes. In instances where we are receiving extremely high call volumes due to systems failures, Acts of God, regional outages and such this response time may be impacted. In this case Auburn will notify Pacific if this is happening with an estimated return to normal time.

With authorization of Pacific Mayor, City Administrator, City Clerk or Police Chief, support outside regular business hours will be provided on an emergency basis by emailing techsupport@auburnwa.gov with the name of authorizing person and nature of issue or by calling 253-876-1947.

Service Limitations

- Auburn will assist and provide recommendations on network security, but security remains the responsibility of Pacific.
- Auburn will document and present information relevant to technical audits, but compliance will be the responsibility of Pacific, including but not limited to CJIS and ACCESS.
- Auburn will assist and provide recommendations on purchases, but all purchases are the responsibility of Pacific. The only exception is contracts that Auburn has already in place that Pacific is piggybacking on.

Requesting Support

All requests for service should be emailed to techsupport@auburnwa.gov. Phone calls will be accepted as well, however tracking tickets and support via our help desk system is preferred with a follow up phone call from Auburn staff. The request will be forwarded to City of Auburn technical staff for resolution.

EXHIBIT B COST OF SERVICES

Billing

All services outlined in Exhibit A will be billed according to the breakdown below. Monthly charges for service are based on an estimated 400 helpdesk requests annually and standard cloud service rates.

Billing Breakdown

Monthly Costs

Support Function	Operating Hours	Billing Rate/Description	Cost
General support	M-F, 7:00 am – 5 pm, excluding holidays	General support as outlined in Exhibit A	\$3,300.00
			\$3,300.00

Yearly Costs (pass through to vendors)

Support Function	Billing Rate/Description	Cost
Netmotion software	\$34.00 x 45 clients	\$1,530.00
Spillman software	All clients	\$2,095.00
Remote deployment and inventory software	\$37.00 x 45 clients	\$1,665.00
Virus protection software	\$18.00 x 45 clients	\$810.00

Support Function	Billing Rate/Description	Cost
MS Office and Windows	\$253.00 x 45 clients	\$11,385.00
Email filtering SPAM	\$24 x 45 clients	\$1,080.00
		\$18,565.00

Variable Costs

Support Function	Operating Hours	Billing Rate/Description	Cost
Off-hours support	Non-business hours	\$120 per hour, with a one (1) hour minimum plus mileage based on IRS standard rates	Variable
Additional services	n/a	\$120 per hour, with a one(1) hour minimum as outlined in Exhibit A	Variable

**CITY OF AUBURN – VALLEY REGIONAL FIRE AUTHORITY
INTERLOCAL AGREEMENT FOR
GEOGRAPHIC INFORMATION SYSTEMS**

THIS INTERLOCAL AGREEMENT made and entered into, pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, on the _____ day of _____, 2017, by and between the CITY OF AUBURN, a municipal corporation of the State of Washington (hereinafter referred to as “Auburn”), and the Valley Regional Fire Authority, a municipal corporation of the State of Washington (hereinafter referred to as “VRFA”),

W I T N E S S E T H :

WHEREAS, VRFA seeks professional geographic information systems (“GIS”) services; and

WHEREAS, Auburn has the requisite skills, resources and experience necessary to provide such services and is willing to provide such services upon the terms and conditions herein contained.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES

Auburn agrees to perform for VRFA, in a good and professional manner, the tasks described on Exhibit A, which is attached hereto and by this reference made a part of this Agreement. (The tasks described on Exhibit A shall be individually referred to as a “task,” and collectively referred to as the “services.”) Auburn shall perform the services as an independent contractor and shall not be deemed, by virtue of this Agreement and the performance thereof, to have entered into any partnership, joint venture, employment or other relationship with VRFA.

2. AMENDMENT REQUIRED FOR ADDITIONAL SERVICES

If VRFA elects to receive additional services from Auburn, either the additional services described in Exhibit A or additional services not described in Exhibit A, and if Auburn has the time and resources to provide such additional services and is willing to provide them, the parties shall execute an amendment to this Agreement prior to Auburn’s performance of such additional services, except as provided to the contrary in Section 3 of this Agreement. An executed Amendment for additional services shall be incorporated into this Agreement and shall be subject to the terms and conditions of this Agreement, except as provided otherwise in the Amendment.

3. PERFORMANCE OF ADDITIONAL SERVICES PRIOR TO EXECUTION OF AN AMENDMENT

The parties hereby agree that situations may arise in which VRFA desires additional services wherein execution of Amendment before delivery of the services is impractical. Auburn agrees to perform the additional services upon the request of an authorized representative of VRFA at the rate of compensation in Exhibit A, or if not included in Exhibit A, at a negotiated rate of compensation. Any such additional services shall be memorialized in a written amendment executed in accordance with Section 2 of this Agreement. The invoice procedure for the additional services shall be as described in Section 6 of this Agreement.

4. VRFA's RESPONSIBILITIES

VRFA shall do the following in a timely manner so as not to delay the services of Auburn:

- a. Designate in writing a person to act as VRFA's representative with respect to the services. VRFA's representative shall have authority to transmit instructions, receive information, and interpret and define VRFA's policies and decisions regarding the services, except in the event of an emergency as described in Exhibit A.
- b. Furnish Auburn with all information, criteria, objectives, schedules and standards for the services.
- c. Arrange for access to the property or facilities as required for Auburn to perform the services.
- d. Examine and evaluate all studies, reports, memoranda, plans, sketches, and other documents prepared by Auburn, and render decisions regarding such documents in a timely manner to prevent delay of the services.

5. ACCEPTABLE STANDARDS

Auburn shall be responsible to provide, in connection with the services, work products and services of a quality and professional standard acceptable to VRFA.

6. COMPENSATION

Compensation rates for Auburn's performance of the services are set forth in Exhibit B, which is attached hereto and by this referenced made a part of this Agreement. The compensation rates shall be increased January 1, 2018, and each January 1 thereafter, by an amount equal to 5% or the most recent Seattle-Tacoma-Bremerton Consumer Price Index – U, whichever is greater.

Auburn shall submit to VRFA a monthly invoice. VRFA shall process the invoice in its next billing/claim cycle and shall remit payment to Auburn in the normal course, subject to any conditions or provisions in this Agreement or an Amendment.

7. TIME FOR PERFORMANCE AND TERM OF AGREEMENT

Auburn shall perform the services in accordance with the direction and scheduling provided in Exhibit A, unless otherwise agreed to in writing by the parties. The term of this Agreement shall be for three (3) years beginning January 1, 2017 and ending December 31, 2020; provided that the term of this Agreement shall automatically renew for an additional one (1) year unless either party gives the other written notice of termination not later than sixty (60) days prior to the end of the term; and provided further that either party may cancel this Agreement upon sixty (60) days written notice to the other party consistent with Paragraphs 11 and 12 of this Agreement.

8. OWNERSHIP AND USE OF DOCUMENTS

All documents, reports, memoranda, diagrams, sketches, plans, design calculations, working drawings and any other materials created or otherwise prepared by Auburn as part of its performance of this Agreement (the "Work Products") shall be owned by and become the property of VRFA, and may be used by VRFA for any purpose beneficial to VRFA. VRFA shall handle and be responsible for requests for inspection and copying of such records ; however, Auburn may assist at VRFA's request at hourly rates provided under Exhibit B for "Assistance with Records Request" support.

9. RECORDS INSPECTION AND AUDIT

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

10. CONTINUATION OF PERFORMANCE

In the event that any dispute or conflict arises between the parties while this Agreement is in effect, Auburn agrees that, notwithstanding such dispute or conflict, Auburn shall continue to make a good faith effort to cooperate and continue work toward successful completion of the services or additional services provided that if VRFA fails to pay for the services provided by Auburn, Auburn can cease providing such services until payment is made.

11. ADMINISTRATION OF AGREEMENT

This Agreement shall be administered by Paul Haugan, Innovation and Technology Director or designee, on behalf of Auburn, and by Eric Robertson, VRFA Administrator or designee, on behalf of VRFA. Any written notices required by the terms of this Agreement shall be served on or mailed to the following addresses:

CITY OF AUBURN
Innovation & Technology
Paul Haugan
25 W Main St
Auburn, WA 98001-4998
Phone: 253-288-3160
Fax: 253-804-3116
E-mail: phaugan@auburnwa.gov

VRFA
VRFA Administration
Eric Robertson
1101 D Street NE
Auburn, WA 98002
Phone: 253-288-5801
Fax: 253-288-5900
E-mail: eric.robertson@vrfa.org

12. NOTICES

All notices or communications permitted or required to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person, deposited in the United States mail, postage prepaid, or mailed by certified mail, return receipt requested, and addressed, if to a party of this Agreement, to the address for the party set forth above.

Either party may change its administrator or address by giving notice in writing to the other party, stating the new administrator or new address, pursuant to the procedure set forth above.

13. INSURANCE

VRFA shall maintain in full force throughout the duration of this Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence/aggregate for personal injury and property damage. This requirement shall be deemed satisfied by evidence of VRFA's membership in a municipal self-insurance pool, including evidence of limits of coverages, exclusions and limits of liability satisfactory to Auburn.

Auburn shall maintain in full force throughout the duration of this Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence/aggregate for personal injury and property damage. This requirement shall be deemed satisfied by evidence of Auburn's membership in a municipal self-insurance pool, including evidence of limits of coverages, exclusions and limits of liability satisfactory to VRFA.

14. INDEMNIFICATION

a. VRFA shall indemnify and hold Auburn and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against Auburn arising out of, in connection with, or incident to the execution of this Agreement and/or VRFA's performance or failure to perform any aspect of this Agreement; provided that if such claims are caused by or result from the concurrent negligence of Auburn, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of VRFA; and provided further that nothing herein shall require VRFA to hold harmless or defend Auburn, its agents, employees and/or officers from any claims arising from the sole negligence of Auburn, its agents, employees, and/or officers. No liability shall attach to Auburn by reason of entering into this Agreement except as expressly provided herein.

b. Auburn shall indemnify and hold VRFA and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against VRFA arising out of, in connection with, or incident to the execution of this Agreement and/or Auburn's performance or failure to perform any aspect of this Agreement; provided that if such claims are caused by or result from the concurrent negligence of VRFA, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Auburn; and provided further, that nothing herein shall require Auburn to hold harmless or defend VRFA, its agents, employees and/or officers from any claims arising from the sole negligence of VRFA, its agents, employees, and/or officers. No liability shall attach to VRFA by reason of entering into this Agreement except as expressly provided herein.

15. WAIVER OF SUBROGATION

VRFA and Auburn hereby mutually release each other from liability and waive all right of recovery against each other for any loss caused by fire or other perils which can be insured against under fire insurance contracts, including any extended coverage endorsements thereto which are customarily available from time to time in the State of Washington; provided that this paragraph shall be inapplicable to the extent that it would have the effect of invalidating any insurance coverage of VRFA or Auburn.

16. COMPLIANCE WITH REGULATIONS AND LAWS

The parties shall comply with all applicable laws, rules and regulations pertaining to them in connection with the matters covered herein.

17. ASSIGNMENT

The parties shall not assign this Agreement or any interest, obligation or duty therein without the express written consent of the other party.

18. ATTORNEYS' FEES

If either party shall be required to bring any action to enforce any provision of this Agreement, or shall be required to defend any action brought by the other party with respect to this Agreement, and in the further event that one party shall substantially prevail in such action, the losing party shall, in addition to all other payments required therein, pay all of the prevailing party's reasonable costs in connection with such action, including such sums as the court or courts may adjudge reasonable as attorney's fees in the trial court and in any appellate courts.

19. NONDISCRIMINATION

Each of the parties, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that it will comply with pertinent statutes, Executive Orders and rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, sexual orientation, age, or the presence of any sensory, mental or physical handicap be discriminated against or receive discriminatory treatment by reason thereof.

20. MISCELLANEOUS

- a. All of the covenants, conditions and agreements in this Agreement shall extend to and bind the legal successors and assigns of the parties hereto.
- b. This Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington. Jurisdiction and venue for any action arising out of this Agreement shall be in King County, Washington.
- c. The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.
- d. Unless otherwise specifically provided herein, no separate legal entity is created hereby, as each of the parties is contracting in its capacity as a municipal corporation of the State of Washington. The identity of the parties hereto is as set forth hereinabove.
- e. The performances of the duties of the parties provided hereby shall be done in accordance with standard operating procedures and customary practices of the parties. Operational review and service meetings shall be held every six (6) months,

with representatives from both cities to review and discuss service and support delivery.

f. No provision of this Agreement shall relieve either party of its public agency obligations and/or responsibilities imposed by law.

g. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a final decision of any court having jurisdiction on the matter, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect, unless such court determines that such invalidity or unenforceability materially interferes with or defeats the purposes hereof, at which time either party shall have the right to terminate the Agreement.

h. This Agreement constitutes the entire agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modifications or amendments of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by both parties.

i. Copies of this Agreement shall be filed with the King County Records Division and the respective Clerks of the parties hereto.

j. 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.

k. No party to this Agreement shall be held responsible for delay or default caused by terrorism, natural disasters, riots, acts of god and/or war that is beyond the reasonable control of the parties.

l. The failure of either party at any time to require performance by another party of any provisions of this Agreement will in no way affect the party's subsequent rights and obligations under that provision, and waiver by any party of the breach of any provision of this Agreement shall not be taken or held to be a waiver of any succeeding breach of such provision or as waiver of such provision itself.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF AUBURN

VRFA

Nancy Backus
Auburn Mayor

Eric Robertson
VRFA Administrator

Attest:

Attest:

Danielle Daskam,
Auburn City Clerk

Louise M. Bartol,
City of the Board

Approved as to form:

Approved as to form:

Daniel B. Heid
Auburn City Attorney

Joseph F. Quinn
Counsel for VRFA

EXHIBIT A

SCOPE OF SERVICES

The following data sets, referred to as “Public Safety Data”, are managed and maintained by the City of Auburn GIS. These are the core data sets available to VRFA in any GIS service outlined in exhibit A. The “Public Safety Data” also includes the data sets required by Valley Communications for the CAD map.

1. Address Points: Address points and/or street centerline
2. Fire Service Reporting and Response Districts: boundaries for response areas
3. Gates and Barriers: access points that are blocked
4. Hydrology: lakes, rivers, streams and waterways
5. Mileposts: points indicating distance to a certain location
6. Police Patrol Districts: larger reporting areas within the City
7. Police Reporting Districts: smaller reporting areas within the districts
8. Political Boundaries: city and county boundaries. Other local government boundaries including water purveyors, fire districts, etc.
9. Railroads: BNSF and Union Pacific
10. Service Area Buffers
11. Streets: street centerlines broken by intersections including street attributes like speed limit, number of lanes, dead-ends, etc....
12. Valley Communication Service Areas: boundary of entire VCC service area
13. Water Hydrants: points of locations, type and flow ratings

In addition, the below data sets have been identified as critical by VRFA as they will be used in the establishment and evaluation of both current and future performance. . These data sets will also be available to VRFA in the same manner that the Public Safety Data is.

14. Topography/Ornithology: elevation and overhead view data
15. Zoning: boundaries indicating City zoning and land use data.
16. Occupancy and Permit: building related data from the City’s permit system
17. Hazard and Critical Areas: landslide, earthquake, lahar, flood, wetland, etc...
18. Fire Demand/Management Zones: boundaries designated by VRFA for response management
19. Required Fire Flow: specific buildings that have special response needs
20. Bridges: non-pedestrian and pedestrian bridges within the City

All services provided are based off of the data sets outlined above.

- VRFA response map development
- VRFA map printing
- Annual reprints of all templated maps
- Map exports (i.e. PDF and image)
- Data exports (i.e. Esri shapefiles and Esri Geodatabase)
- Access to Auburn GIS mobile devices for field data collection

INTERLOCAL AGREEMENT

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- Access to web-based map services for data consumption
- GIS liaison between VRFA and VCC on CAD map data
- Assistance/support with GIS related fire accreditation data
- Assistance/support with GIS related programs
- Standard, dedicated eGIS site for VRFA (requires signature of completion by both parties)
- Read-only access to all non-public safety data that GIS stores or has access to

Note: Data will be accessed by VRFA the same way VRFA connects to the City of Auburn over dedicated fiber for access to CRW.

Services not included which may incur additional charges:

- License(s) to Auburn's Esri software
- GIS related training beyond the initial stand up of eGIS site
- Customizations and development of non-standard features for dedicated eGIS site
- Data collection
- Data cleanup on non-Public Safety Data
- Initial cost or maintenance cost of data subscriptions
- Initial cost or maintenance cost of VRFA software
- Data analysis on special projects

Requesting support:

All requests for service should be emailed to helpdesk@auburnwa.gov. Requests will automatically be forwarded to the City GIS staff members for resolution.

Service levels:

For requests e-mailed Monday through Friday from 7:00 am to 5:00 pm ("regular business hours"), we will use best efforts to respond within 60 minutes. During high call volumes, we will assist you as soon as possible. Staff will not respond to request made outside regular business hours.

EXHIBIT B COST OF SERVICES

Billing

Services that are billed on an hourly basis will include a brief description of the service and hours provided. Monthly charges for service are based on support items listed above. In the event annual support and services exceed the scope of this agreement, VRFA agrees to negotiate these additional services which may include mutually agreed adjustments to monthly service charges.

Monthly Costs

Support Function	Operating Hours	Billing Rate/Description	Cost
General support	M-F, 7:00 am – 5 pm, excluding holidays	General support as outlined in Exhibit A	\$2,024.00
			\$2,024.00

Variable Costs

Support Function	Operating Hours	Billing Rate/Description	Cost
Additional services	n/a	\$120 per hour, with a one(1) hour minimum as outlined in Exhibit A	Variable
Assistance with Records Requests	M-F, 7:00 am – 5 pm, excluding holidays	\$120 per hour, with a one (1) hour minimum plus mileage based on IRS standard rates	Variable

City of Auburn IT – Interlocal Agreement Summary

The City of Auburn IT department currently has an Interlocal agreement with the agencies mentioned below, but has expired and is operating on a month-to-month basis. For the sake of consistency and being current, all three agreements were updated to match.

The money received from these service agreements are cost replacement and go directly into the general fund. These agreements will go into effect once approved by council and are scheduled to end 12/31/2020.

Agency	Service Provided	Monthly Charge	Incidents/ Tickets per Month	Project Rate per Hour	Notes
City of Algona	IT	\$500.00	100	\$120	
City of Pacific	IT	\$3,300.00	400	\$120	2 hours spent onsite per week
VRFA	GIS	\$2,024.00	n/a	\$120	



AGENDA BILL APPROVAL FORM

Agenda Subject:

Matrix

Date:

July 19, 2017

Department:

Administration

Attachments:

[matrix](#)
[key](#)

Budget Impact:

\$0

Administrative Recommendation:**Background Summary:****Reviewed by Council Committees:****Councilmember:****Staff:**

Meeting Date: July 24, 2017

Item Number:

COUNCIL MATRIX

NO.	TOPIC	Chair	STAFF LEAD(S)	STUDY SESSION REVIEW DATE(S)	COUNCIL DISCUSSION SUMMARY	ACTION DATE
1	Deputy Mayor Selection Ad Hoc Committee Report	Chair DaCorsi		7/24/2017		
2	\$20 Car Tab	Chair Wales		future meeting		
3	Capital Projects Update and Featured Capital Project Discussion	Chair Wagner Vice Chair DaCorsi	Director Snyder	007/24/2017		
4	Community Sustainability Series: Economic and Statutory Considerations for Municipalities	Chair Wagner Vice Chair DaCorsi	Director Snyder	Rescheduled for later this year		
5	IT Update on Digital Parity	Chair Wagner Vice Chair DaCorsi	Director Haugan	09/11/2017		
6	Property at 104th and 102nd	Chair Wagner Vice Chair DaCorsi	Director Snyder	10/9/2017		
7	Business Shopping Carts	Chair Peloza Vice Chair Baggett	Director Snyder	8/28/2017		
8	District Court Briefing Follow-up	Chair Peloza Vice Chair Baggett	Director Roscoe	8/28/2017		
9	Business Licensing	Chair Peloza Vice Chair Baggett	Director Snyder	8/28/2017		
10	First Quarter Financial Report	Chair Baggett Vice Chair Wagner	Director Coleman	6/12/2017		
11	Legal Rights for Undocumented Residents	Chair Trout-Manuel Vice Chair Wales	Director Hinman	future meeting		
12						
13						

SPECIAL FOCUS AREAS

HEALTH & HUMAN SERVICES	FINANCE & ECONOMIC DEVELOPMENT	PUBLIC WORKS & COMMUNITY DEVELOPMENT	MUNICIPAL SERVICES
HUMAN SERVICES FUNDING PUBLIC WELLNESS DOMESTIC VIOLENCE SERVICES HOMELESSNESS SERVICES AFFORDABLE HOUSING COMMUNITY SERVICES HUMAN RESOURCES MEDICAL COMMUNITY RELATIONS	CITY BUDGET & AMENDMENTS RISK MANAGEMENT EQUIPMENT RENTAL FACILITIES CITY REAL PROPERTY LEGAL DEVELOPMENT INCENTIVES BUSINESS DEVELOPMENT ECONOMIC DEVELOPMENT STRATEGIES	UTILITIES ZONING, CODES & PERMITS INNOVATION & TECHNOLOGY TRANSPORTATION STREETS ENGINEERING CAPITAL PROJECTS SUSTAINABILITY ENVIRONMENTAL PROTECTION CULTURAL ARTS & PUBLIC ARTS PLANNING	POLICE SCORE JAIL DISTRICT COURT PARKS & RECREATION ANIMAL CONTROL SOLID WASTE EMERGENCY PLANNING AIRPORT AIRPORT BUSINESSES SISTER CITIES MULTIMEDIA
Councilmember Trout-Manuel, Chair Deputy Mayor Wales, Vice Chair	Councilmember Baggett, Chair Councilmember Wagner, Vice Chair	Councilmember Wagner, Chair Councilmember DaCorsi, Vice Chair	Councilmember Peloza, Chair Councilmember Baggett, Vice Chair
2017 MEETING DATES March 13, 2017 May 8, 2017 July 10, 2017 September 11, 2017 November 13, 2017	2017 MEETING DATES March 27, 2017 May 22, 2017 June 12, 2017 July 24, 2017 August 14, 2017 September 25, 2017 November 27, 2017	2017 MEETING DATES April 10, 2017 June 12, 2017 May 22, 2017 August 14, 2017 July 24, 2017 October 9, 2017 December 11, 2017	2017 MEETING DATES April 24, 2017 June 26, 2017 August 28, 2017 October 23, 2017 December 26, 2017