

Resolution 5832 Exhibit A

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 11th day of July, 2025, 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"),

WITNESSETH:

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, 2026, and each January 1 thereafter, by an amount equal to 5% or the most recent Seattle-Tacoma-Bellevue Consumer

INTERLOCAL AGREEMENT

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 July 11,, 2025 and ending July 11,, 2028; 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 Ingrid Gaub, Public Works 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
Public Works
Ingrid Gaub
25 W Main St
Auburn, WA 98001-4998
Phone: 253-804-3113

VRFA
VRFA Administration
Fire Chief
1101 D Street NE
Auburn, WA 98002
Phone: 253-288-5804

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 \$2,000,000 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 \$2,000,000 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.

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

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


DocuSigned by:



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Nancy Backus, Mayor

Signed by:



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Brad Thompson Fire Chief

Printed Name, Title

Attest:

Attest:

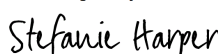
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Shawn Campbell, Auburn City Clerk

DocuSigned by:



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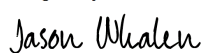
Stefanie Harper

Printed Name, Clerk of the board

Approved as to form:

Approved as to form:

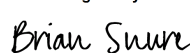
Signed by:



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Jason Whalen, Auburn City Attorney

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Brian Snure

Printed Name, Council 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.

- Address Points
- Fire Service Reporting and Response Districts: boundaries for response areas
- Auburn Police Patrol Districts: larger reporting areas within the City
- Auburn Police Reporting Districts: smaller reporting areas within the districts
- Railroads: BNSF and Union Pacific
- Streets: street centerlines
- Water Hydrants

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.

- Zoning: boundaries indicating City zoning and land use data.
- Fire Demand/Management Zones: boundaries designated by VRFA for response management
- Bridges: non-pedestrian and pedestrian bridges within the City of Auburn

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

- Data exports (i.e. Esri shapefiles and Esri Geodatabase)
- Access to web-based map services for data consumption
- Dedicated GIS Website for VRFA

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 GISRequests@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 in Exhibit A. 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	Billing Rate/ Description	Cost
“General Services”	Flat rate	\$910.00
		\$910.00

Variable Costs

Support Function	Billing Rate/ Description	Cost
“Additional Services”	\$210.00/per hour	\$210.00
		\$210.00