

**CITY OF MONROE
RESOLUTION NO. 016/2016**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONROE, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT REGARDING UTILIZATION OF EXISTING FIBEROPTIC CABLE, GIS SERVER, CITY COMMON DRIVE SERVER, AND ADMINISTRATION AND MAINTENANCE OF SUCH HARDWARE AND DATA BETWEEN CITY OF MONROE AND SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 7

WHEREAS, a fiber-optic cable exists between City Hall and the District's Fire Station 31. Terminal endings were completed on both ends of the cable at District expense in order for it to be utilized for data transmission; and

WHEREAS, the City owns a server that is used for operating Geographic Information Systems (GIS) software and storing GIS data; and

WHEREAS, the City owns a server that is used for storing permit and occupancy data on a drive known as the "Common (Q)" drive; and

WHEREAS, GIS is utilized by several city departments and the District. Much of the data that is created, edited, and utilized by City and District departments is of great interest to all other City and District departments as well; and

WHEREAS, the District has personnel who work with editing GIS data and projects for the District. The City has expressed a willingness to share existing and future data back and forth with the District; and

WHEREAS, the City has offered to provide data storage space on its servers with the District via the fiber-optic cable for the purpose of permit, business license, occupancy, inspection, and GIS functions (hereafter referred to as the "Shared Data"); and

WHEREAS, the District has Fiber Access to SnoPAC; and

WHEREAS, the City of Monroe Police Department desires to use said Fiber Access for access to SnoPAC systems including CAD and LERMS; and

WHEREAS, the District and the City recognize that reduction of service duplication is in the interest of the community, and can be achieved by working together on GIS and other projects which create and utilize Shared Data; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONROE, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Findings. The above recitals are hereby adopted by the City Council as findings in support of this resolution.

Section 2. Approval of Interlocal Agreement. In accordance with Chapter 39.34 RCW, the City Council approves the Interlocal Agreement Regarding Utilization of existing Fiberoptic Cable, GIS Server, City Common Drive Server, and Administration and Maintenance of Such Hardware and Data with District No. 7, in substantially the same form as set forth in Exhibit 1 to this Resolution. The Mayor's signatory authority set forth herein shall include the authority to negotiate revisions, as determined by the Mayor to be appropriate and reasonable, to the aforementioned document.

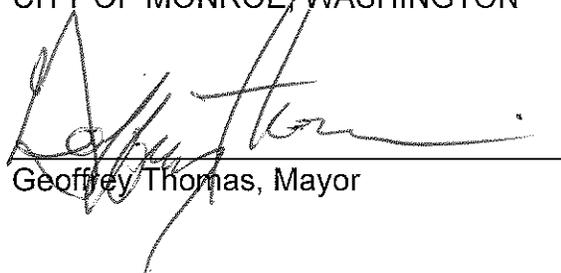
Section 3. Effective Date. This resolution shall take effect immediately upon passage.

ADOPTED by the City Council of the City of Monroe, at its regular meeting thereof, and APPROVED by the Mayor this 27th day of September, 2016.

Approved: September 27, 2016
Effective: September 27, 2016

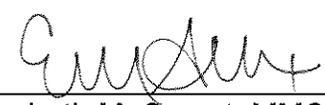
CITY OF MONROE, WASHINGTON

(SEAL)



Geoffrey Thomas, Mayor

ATTEST:



Elizabeth M. Smoot, MMC, City Clerk

EXHIBIT 1

INTERLOCAL AGREEMENT REGARDING UTILIZATION OF EXISTING FIBEROPTIC CABLE, GIS SERVER, CITY COMMON DRIVE SERVER, AND ADMINISTRATION AND MAINTENANCE OF SUCH HARDWARE AND DATA BETWEEN CITY OF MONROE AND SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 7.

This Interlocal Agreement is made and entered into by and between the City of Monroe, Washington, a municipal corporation (hereinafter referred to as "City") and Snohomish County Fire Protection District No. 7, a municipal corporation (hereinafter referred to as "District").

RECITALS

WHEREAS, a fiber-optic cable exists between City Hall and the District's Fire Station 31 and terminal endings were completed on both ends of the cable at District expense in order for it to be utilized for data transmission; and

WHEREAS, the City owns a server that is used for operating Geographic Information Systems (GIS) software and storing GIS data; and

WHEREAS, the City owns a server that is used for storing permit and occupancy data on a drive known as the "Common (Q)" drive; and

WHEREAS, GIS is utilized by several city departments and the District, and much of the data that is created, edited, and utilized by City and District departments is of great interest to all other City and District departments as well; and

WHEREAS, the District has personnel who work with editing GIS data and projects for the District and the City has expressed a willingness to share existing and future data back and forth with the District; and

WHEREAS, the City has offered to provide data storage space on its servers with the District via the fiber-optic cable for the purpose of permit, business license, occupancy, inspection, and GIS functions (hereafter referred to as the "Shared Data"); and

WHEREAS, the District has Fiber Access to SnoPAC; and

WHEREAS, the City of Monroe Police Department desires to use said Fiber Access for access to SnoPAC systems including CAD and LERMS; and

WHEREAS, the District and the City recognize that reduction of service duplication is in the interest of the community, and can be achieved by working together on GIS and other projects which create and utilize Shared Data; and

NOW, THEREFORE, IN CONSIDERATION OF THE TERMS AND CONDITIONS SET FORTH BELOW, THE PARTIES AGREE AS FOLLOWS:

1. Access to the System.

- a. The City of Monroe shall oversee the administration of the above-referenced GIS application and servers. Administration shall include: server updates, user rights, server and network security, backups, restores or any other function related to the application existing on the server or the server itself.
- b. The servers are wholly owned, operated and maintained by the City.
- c. Shared data may be stored on the appropriate server by either party. Servers shall be mapped and maps provided to all parties storing data, and data shall be saved in accordance with these server mapping protocols.
- d. The District will be liable for costs incurred and future maintenance for the fiber optic connection to City Hall and for any consulting fees for IP address solutions; the District will not be liable for future costs to repair above-ground fiber or terminal endings in City Hall. A copy of the District's firewall configuration will be provided to the City of Monroe prior to connecting the networks. The City will be notified of any future changes to the District's firewall configuration.
- e. Any discrepancies in the use of data shall be mediated by the Data Coordinators (see below). If the Data Coordinators cannot reach an agreement, the City Administrator or designee will have the final decision-making authority over storage on servers consistent with the terms of this Agreement.
- f. Both the City and the District will be responsible for purchasing, installing, and maintaining appropriate software for their respective computer workstations.
- g. The provisions of this Agreement shall remain in effect even if the names of the servers or drive letters change.

2. Data Coordination.

- a. Data Coordinators will reasonably grant permission to share data with City/District employees. Data Coordinators will notify the City's IT Department in writing of these changes. Access rights will be changed on the server by the City's IT Department in a timely manner, in accordance with the documentation received.
- b. There shall be two Data Coordinators: one for the City and one for the District, each appointed by their respective organization.
- c. The approval of access to the data files will be obtained through the Data Coordinator then forwarded to the City Administrator or designee for processing.
- d. Data may be password protected and/or restricted by each user.

- e. Subject to the terms of this Agreement, the Data Coordinators may issue joint written protocols/procedures as necessary for storing, mapping, accessing, and utilizing the Shared Data.

3. Accuracy.

Neither party guarantees the accuracy of the shared data and neither party shall be liable to the other for inaccuracies contained in the Shared Data. Each party hereby expressly releases the other from any and all claims for damages arising out of the use of the Shared Data.

4. Security.

Each party shall take appropriate measures as recommended by their respective IT Departments to protect the security and integrity of the Shared Data, and use of the fiber-optic connection.

5. Fiber Access.

The District agrees to allow the City to use its Fiber Access to access SnoPac. The City will pay one half (1/2) of the cost of the Fiber Access and the District will pay one half (1/2) of the cost of the Fiber Access. The City will submit reimbursement to the District on a quarterly basis for its one half (1/2) share of the cost of the Fiber Access based upon properly documented invoices submitted to the City by the District.

6. Notices.

Notices sent to the City shall be sent to the following address:

City Administrator
City of Monroe
806 W. Main Street
Monroe, WA

Notices sent to the Fire District shall be sent to the following address:

Fire Chief
Snohomish County Fire Protection District No. 7
163 Village Court
Monroe WA 98272

7. Administration; No Separate Entity Created.

The City Administrator and Fire District Fire Chief shall serve as joint administrators of this Agreement. No separate legal entity is formed hereby.

8. Modification.

- a. This Agreement represents the entire agreement between the Parties.
- b. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on either of the Parties unless executed in writing by authorized representatives of each of the parties.
- c. The Agreement shall not be modified, supplemented or otherwise affected by course of dealings between the Parties.

9. Indemnification.

Each party shall indemnify, save and hold the harmless the other party, and its officers, agents, and employees, from any and all costs, expenses, fees, including reasonable attorney fees, charges, penalties, claims, suits, or damages of any kind arising out of intentional, reckless or negligent conduct of the indemnifying party's officers, agents, or employees. Neither party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct. In the event of concurrent fault, each party's defense and indemnity obligations shall only apply to the extent of the each party's respective proportionate fault. Both parties hereby waive, as to claims against the other party, any immunity that may be granted under the Washington State Industrial Insurance Act, Chapter 51 RCW. This indemnification provision shall survive termination of this Agreement.

10. Costs.

Each party agrees to bear and pay its own expenses in connection with the negotiation and implementation of this Agreement, including, but not limited to, its attorney fees and consultant fees.

11. Integrated Agreement.

This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and may be modified only by a written instrument signed by all Parties hereto.

12. Severability.

In the event that any section, sentence, clause or paragraph of this Agreement is held to be invalid by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall remain in full force and effect.

13. Litigation.

a. In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for Snohomish County.

b. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney fees, in addition to any other award.

14. Third-party Rights.

Anything to the contrary notwithstanding, nothing contained in this Agreement shall be interpreted to create third-party rights in any person or entity not a party thereto.

15. Effective Date.

This Agreement shall become effective October 1, 2016, provided this Agreement has been filed with the Snohomish County Auditor or listed by name on the City of Monroe's internet website.

16. Term of Agreement.

The term of this Agreement shall be five years from the effective date. The Either party may terminate this agreement at any time with 30 days advance written notice.

(Insert Signatures)