

**CITY OF MONROE
RESOLUTION NO. 2025-021**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONROE,
WASHINGTON, ADOPTING THE WEBSITE PRIVACY AND DISCLAIMER
POLICY

WHEREAS, the City of Monroe operates its website(s) to provide information about City programs, services, and activities to the public; and

WHEREAS, the City recognizes the importance of maintaining clear standards for privacy, liability, accessibility, and user responsibilities on City-managed websites; and

WHEREAS, the City desires to establish a formal Website Privacy and Disclaimer Policy to ensure consistency, transparency, and compliance with state and federal law; and

WHEREAS, the City Council finds that adoption of such a policy is necessary to protect both the City and the public while enhancing accessibility to City information and services;

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

Section 1. Adoption of the Website Privacy and Disclaimer Policy. The Website Privacy and Disclaimer Policy, which establishes the City's responsibilities for managing its website(s) and clarifies user responsibilities, privacy and security standards, disclaimers, accessibility, and related provisions, is hereby adopted in the form and content provided in **Exhibit A**, attached hereto and incorporated herein by this reference as if set forth in full. This is a newly created policy and shall serve as the City's official standard governing website management, privacy, and disclaimers.

Section 2. 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 14th day of October, 2025.

Resolution No. 2025-021
Approved: 10/14/2025
Effective: 10/14/2025

CITY OF MONROE, WASHINGTON:


Geoffrey Thomas (Oct 15, 2025 12:12:28 PDT)

Geoffrey Thomas, Mayor

ATTEST:

APPROVED AS TO FORM:


Jodi Wycoff (Oct 15, 2025 13:17:20 PDT)

Jodi Wycoff, City Clerk


Zach Lell (Oct 14, 2025 20:41:50 PDT)

J. Zachary Lell, City Attorney



EXHIBIT A
Administrative Policy
Website Privacy and Disclaimer Policy
Information Technology

Policy Record

Table with 3 columns: Approval Date, Effective Date, Approved By. Row 1: October 14, 2025, October 14, 2025, City Council via Resolution 2025-021

Table with 2 columns: Last Review: N/A, Policy Number: 2025-021; Next review:, Replaces:; Superseded By:; Official Responsible for Review:

Related Procedures and Policies

- Public Records Act (PRA) Policy (AB19-071)
Electronic Media Policy (HR2014-001)
Social Media Policy for Employees (Resolution No. 2024-023)
Social Media Police for Elected Officials (2015-01)
Web Content Accessibility Guidelines, Department of Justice, Americans With Disabilities Act (ADA), Title II

Policy Statement

As a public service, the City of Monroe operates and maintains its registered website(s) to provide information about city programs, services, projects, issues, events and activities. The City recognizes that its registered website(s) are an important source of information for site users and visitors. This Website Privacy and Disclaimer policy includes disclaimers and notices clarifying the limits of City liability to users of City of Monroe registered website(s.) This policy also addresses the mutual responsibilities of the City in managing City-maintained websites and of users who visit and interact with those sites.

Purpose

The purpose of this policy is to address the City's responsibilities in managing its website(s) for obligations such as privacy and security, electronic commerce, linking, copyrights, accessibility, and associated issues. This policy is also intended to inform users visiting City-maintained sites on what user information is collected, how to request public records or information in an alternate format and expected behavior of the user.

This policy applies to the City's existing registered website, all future sites registered to the City and sites registered by contracted third parties on behalf of the City of Monroe.

Definitions

For purposes of this policy, the following definitions apply:

Americans with Disabilities Act (ADA): A federal law passed by Congress in 1990 that prohibits discrimination against people with disabilities by public entities.

City: The City of Monroe, Washington.

City-maintained website(s): Registered websites under the City of Monroe, Washington name and managed/maintained by authorized city staff.

Cookies: Cookies are simple text files stored on users' computers by their web browsers. Cookies provide a method of distinguishing among users to a website and are frequently utilized to confirm the integrity of online transactions.

Customer Request/Relationship Management (CRM): A technology-based platform that manages customer interaction and data when on City-maintained websites.

Forum: An Internet forum, or message board, is an online discussion platform where people can hold conversations in the form of posted messages.

Plugins: A web plugin is a software component that integrates with a host application, such as a web browser or content management system, to extend its functionality without altering its core code. Plugins are designed to provide additional features, tools, or enhancements tailored to specific user needs.

User: A user is someone who engages, takes action or actively participates on a website.

Visitor: A visitor is someone who accesses a website.

Policy

1. Disclaimer of warranty; Limitation of liability

The City-maintained website(s) are intended to provide general information as a public service. The City does not warranty the accuracy, reliability, or timeliness of information published on its website(s) and shall not be liable for any losses caused by reliance on information obtained by users of City-maintained websites.

Communications sent to the City via the internet or through City-maintained website(s) shall in no way be deemed to constitute legal notice to the City or any of its officers, agents, or employees, where a different method of notice to the City is required by any law, rule, regulation, or contract.

Any individual accessing, browsing, or otherwise using a City-maintained website(s) accepts and agrees to, without limitation or qualification, the City's website policies, disclaimer, and notices. These terms and conditions apply only to websites that are registered under the City of Monroe. The City maintains the right to modify these policies without notice. Any such modification is effective immediately. Continued use

of City-maintained websites following the posting of any modification signifies the user's acceptance of such modification.

The information on City-maintained website(s) is not intended to constitute advice nor is it to be used as a substitute for specific advice from a professional. Anyone relying on information presented on any City-maintained website(s) does so at their own risk.

The City of Monroe assumes no responsibility for errors or omissions in the information or software or other documents which are referenced by or linked to City-maintained website(s). To the fullest extent permissible under applicable law, under no circumstances shall the City of Monroe, its officials and employees, or any contributor to its registered website(s) be liable for any direct or indirect damages, including without limitation loss of profits or for any other incidental, special, consequential or exemplary damages, however caused, whether based upon contract, negligence, strict liability in tort, warranty, or any other legal theory, arising out of or related to the use of, or the inability to use, this website or its content.

2. Terms of use; Indemnification by user

Any user of a City-maintained website agrees to use it in full compliance with all applicable local, state, and federal laws and regulations. Additionally, any individual accessing, browsing, and using City-maintained website(s) accepts without limitation or qualification, the City's website policies, disclaimer(s), and notices as provided in Section 1 of this policy.

To the fullest extent allowed by law, by accessing and using a City-maintained website, users agree to indemnify, defend, and hold harmless the City of Monroe, its officers, agents and employees, from and against any and all claims, liabilities, expenses and losses (collectively, "Claims") whatsoever occurring to and resulting to any and all persons, firms, corporations, or entities that arise from or are connected with such access and use, except for Claims directly resulting from the City's own negligence or fault.

To the extent that the City-maintained website(s) contain, or may in the future contain, bulletin boards, discussion webs, chat room or other message functions, interactive communication facilities such as customer request (relationship) management (CRM) functions involving the City of Monroe or other users ("Forums"), the user agrees to use such forums only to send and receive messages and materials that are related to the particular forum, and in compliance with any applicable City policies regarding the use of such forum.

By way of using these interactive forums, the user is prohibited from:

- Defaming, abusing, harassing, stalking, threatening or otherwise violating the legal rights of others.
- Publishing, posting, distributing, or disseminating any defamatory, infringing, obscene, indecent, or unlawful material or information.

- Uploading or downloading files that contain software or other material protected by intellectual property laws unless the User owns or controls the rights to the material or has received all necessary consents.
- Deleting any author attributions, legal notices, proprietary designations, or labels in any uploaded file.
- Falsifying the origin or source of any material contained in an uploaded file.
- Knowingly introducing viruses, corrupted files, or any other similar software or program that may damage, alter, or destroy the city's web and social media sites or the operation of any another's computer system, network, software, program documentation or data.
- Knowingly accessing or attempting to access or use the City of Monroe computer system, computer network, or any part including the city web and social media sites, for the purpose of devising or executing any scheme or artifice to defraud; to obtain money, property, or services by means of false or fraudulent pretenses, representations or promises; or to commit theft, including, but not limited to, theft of proprietary information.

3. Privacy and security

The City does not collect personal information about users of the City's website unless users choose to provide it. The City automatically collects and stores the following statistical information when a visitor browses, reads pages, or downloads information such as:

- The Internet Protocol (IP) Address and domain name used.
- The type of browser and operating system used.
- The date and time a user visits the city site.
- The specific web pages or services accessed by the user on the Monroe site.
- The website the user visited to link to the city site.

This information is analyzed to determine how the City-maintained websites are being used so that their usefulness to the public can be continually improved. This information does not identify users personally.

Any personal information users provide is limited to what is required to assist them in doing business with the City via the website. If during a visit to the city's website, a user creates an account and/or participates in a survey, subscribes to receive push notifications, sends an email or performs some other transaction online, the following additional information will be collected:

- Information volunteered in response to a survey.
- The email address, and contents of the email, for those who communicate via email.

- Information volunteered through an online form or transaction for any other purpose.

Personal information is collected and retained for the following purposes:

- To process user requests for services, products, or further information.
- To communicate with users regarding services or products that users have requested - for example, to send users a statement or a receipt.
- To identify users if they have a question or concern about the service or product that they have requested.
- To enhance website services and any business function processing.
- To meet legal and regulatory requirements.

The exceptions to this policy of non-disclosure are stated below. The City may disclose your personal information:

- To companies contracted to process your requests.
- For law enforcement purposes. In response to requests such as subpoenas, court orders, or other legal processes, the City will evaluate all requests, including requests from federal or state agencies, in accordance with state and federal laws and regulations, including without limitation the Washington Public Records Act (Chapter 42.56 RCW) and the Keep Washington Working Act (RCW 10.93.160–170), as applicable. Under the Public Records Act, the City is generally required to release public records, as defined in said statute, upon request unless all or part of a particular record is exempt from disclosure by law.

The City has taken steps to safeguard the information on its City-maintained website(s) including monitoring, auditing and encryption. Security measures are being taken as a part of the implementation of all Monroe software and hardware infrastructure to mitigate risks. The City, however, cannot and does not guarantee that these security measures are fail-proof.

4. Cookies and Plug-ins

Cookies are simple text files stored on users' computers by their web browsers. Cookies provide a method of distinguishing among users to a website and are frequently utilized to confirm the integrity of online transactions. If cookies are used, they will not contain personally identifiable information or otherwise compromise users' privacy or security.

The City contracts with a vendor to host the City's official website (MonroeWA.gov) which acts as "data custodian." The website uses cookies to track information such as pages viewed, frequency of visit, and user navigation. Tracking cookies helps the

City learn what information is most often searched and found on its site so that it can continually improve the site's usefulness to the public.

Plug-ins are tools downloaded to users' computers to work with their software. Plug-ins are intended to enhance the browsing experience by enabling users to view information in a unique manner or enable access to information.

5. Links to other sites and materials

Monroe's website(s) contains links to other sites. These links are offered because the organization, agency or business is affiliated with or supportive of a City program or event.

Links to commercial sites can only be permitted during special event promotions if such business is a community partner with the City.

In addition to the criteria set forth below, City-maintained websites do not provide direct links to external sites that provide goods and/or services that are not legal for purchase, consumption, and/or use by persons under 18 years of age.

The provision of links should not be construed as an endorsement or sponsorship by the City of these external web sites, their content, or their hosts.

The City specifically disavows legal responsibility for what a user may find on another site, or for the personal opinions of individuals posted on any site, whether or not, operated by the City. The views and opinions of the authors of documents published on or linked to a City-maintained website do not necessarily state or reflect the opinion, policy, or position of the City, its officials, or employees.

The City specifically does not provide links to:

- Sites associated with, sponsored by, or serving a candidate for elected office.
- Sites supporting, endorsing, or seeking to defeat any candidate for elective office, or any ballot proposal.
- Purely commercial sites with no affiliation to City projects, programs, or objectives.
- Individual personal homepages.
- Individual religious sites.
- Sites containing material determined to be obscene, indecent, illegal, or libelous.

6. Copyrights

All information and materials provided on City-maintained website(s) are the property of the City of Monroe. The City retains copyright on all text, graphic images and other content found on the website. Users may print copies of materials contained on the City's website(s)

Commercial use of text, City logos, photos and other graphics is prohibited without the express written permission of the City of Monroe. Use of the City logo is prohibited for any non-governmental purpose unless a Use of City Logo/Badges Request Form has been completed and approved. The City of Monroe marks third-party copyrights with high diligence. Any person reproducing or redistributing a third-party copyright must adhere to the terms and conditions of the third-party copyright holder. Should a user who is a copyright holder feel that the City of Monroe did not use an appropriate credit line, the user shall notify the City's Information Technology Department Director with detailed information about the circumstances, so that the copyright information can be added or the material in question can be removed.

7. Website accessibility

The City of Monroe recognizes its responsibility to deliver services and information accessible and usable by all people, regardless of ability or access method. It is the City's intent is to maintain its website(s) and applications to meet and/or exceed requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"). The City recognizes that this effort is ongoing, and pledges to continuously strive to meet all levels of accessibility conformance as required by the Department of Justice. Without limitation of the foregoing, City-maintained website(s) will comply with all US Department of Justice requirements for accessibility under ADA Title II, including [CRT Docket No. 144; AG Order No. 5919-2024], as applicable.

Upon request, the City will make reasonable accommodations to provide individuals with disabilities access to City information provided on City-maintained website(s).

8. Translation disclaimer

The City of Monroe has added a translation feature powered by Google Translate to assist people in understanding information on its website in a variety of foreign languages. Google Translate (<https://translate.google.com/about/?hl=en>), a free third-party service which the City does not control, provides automated computer translations that may not give an exact translation all the time.

The content of Monroe's website(s) originated in English. If there are differences between the English content and its translation, the English content is always the most accurate. By choosing a language from the Google Translate menu, the user accepts the legal implications of any shortcomings or differences in the translation.

The City of Monroe has no control over the nature, content, and availability of the service, and accordingly, cannot guarantee the accuracy, reliability, or timeliness of the translation. The City of Monroe shall not be liable for damages or losses of any kind arising out of, or in connection with, the use or performance of such information, including but not limited to, damages or losses caused by reliance upon the accuracy, reliability or timeliness of any such information, or damages arising from or in connection with use of the Google™ Translate Service.

9. Electronic commerce

The City of Monroe uses private vendors to provide online services as a means to reduce costs and improve services. These vendors act on behalf of the City and shall abide by relevant city policies.

The City's electronic websites allow users the option to do business with the City over the internet, such as online payments for goods and services. Wherever possible, financial information is not seen or collected by the City itself. Instead, designated banks route the data, transfer the funds, and confirm payment to both the user and the City unless the customer has signed a written request that the City retain such information.

10. Subscription services

The City of Monroe and its agents offer users the option of having specified information sent to them by email or website feed. The City will only collect the user data necessary to provide requested information. Only requested or emergency information will be sent using that data.

Neither the City nor its agents sell or rent mailing lists of its subscribers to any organization. The City may provide lists of its subscribers to project partner government agencies, and then only to provide customized information to residents or business owners who may be served by receipt of that information. Please note: The City and its agents may be required to provide email lists to third parties if the information is requested under the Public Records Act.

Subscribers have the permanent option to unsubscribe from any subscription services offered. Subscribers may at any time modify their contact information or remove their address entirely from the system.

11. Contact information

Persons who have questions or concerns about the City of Monroe's Website Policy or implementation are to contact the Information Technology Department at 360-794-7400 or submit an inquiry via the city's website.

Persons wishing to obtain official records, files, and/ or obtain specific information concerning City projects, regulations, or activities, should contact the City of Monroe City Clerk's Records Office at 360-794-7400 or submit an online request through the City's website.

12. Severability.

If any section, subsection, provision, clause, or sentence of this policy is invalidated or otherwise determined to be unenforceable by a court or tribunal of competent jurisdiction, such invalidation or determination shall not affect the validity or enforceability of any other section, subsection, provision, clause, or sentence policy.

Resolution 2025-021 Website Privacy and Disclaimer Policy

Final Audit Report

2025-10-15

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