

**Inter-local Network Connectivity Agreement
DeKalb County and City of Auburn**

This agreement entered into by and between DeKalb County, a body corporate of the State of Indiana, herein referred to as "County", and the City of Auburn, a municipal corporation of the State of Indiana, herein referred to as "City".

WITNESSETH:

WHEREAS

The City of Auburn and DeKalb County have identified Geographic Information Systems (GIS) as a tool to assist in providing improved government services to the community.

WHEREAS

The City of Auburn has installed a fiber optic Citywide Local Area Network (LAN) connecting all City Departments and facilities for improved communications and decision support functions.

WHEREAS

DeKalb County has several Local Area Networks in place and is working to integrate those and new networks for improved communications in and between County agencies.

WHEREAS

The City of Auburn Electric Department has installed fiber optic cabling from City Hall to the County Court House and Office Building facilities.

WHEREAS

The County and City have formed and maintained the County-City GIS Committee whose goal has been to facilitate the successful design, implementation and perpetuation of a collaborative Geographic Information System

WHEREAS

The County and City have executed an MOU entitled, "*Inter-Local Memorandum of Understanding: County-City Geographic Information Systems Inter-Local Data Sharing Partnership, General Partnership Project*," outlining their intentions for collaboration on an integrated GIS.

WHEREAS

The County and City have executed an agreement entitled, "*Inter-Local Agreement #1: County-City Geographic Information Systems Inter-Local Data Sharing Partnership, Digital Orthophotography Procurement Project*", outlining respective responsibilities for the acquisition of a Landbase Mapping project.

WHEREAS

The County and City have executed a contract with Analytical Survey's, Inc of Colorado Springs, Colorado for the production of a GIS Landbase.

WHEREAS

The City and County intend to enter into an Inter-local Agreement for conversion of cadastral (legal property records), and will subsequently obtain professional services for conversion of said data.

WHEREAS

DeKalb County and City of Auburn desire to provide high quality, low cost services to the DeKalb and Auburn communities

WHEREAS

The City and County's data sharing partnership stands to be greatly enhanced by sharing data directly via a high-speed connection.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the parties agree as follows:

1. That the City shall install, own and maintain managed gigabit Ethernet switches at the County Courthouse and at the County Office Building in order to adequately manage the fiber optic connection. The City and County shall agree upon locations at which to mount said switches. The switches shall be accompanied and supported by a managed uninterruptible power supply unit. The switches shall be connected via fiber optic cabling back to the City of Auburn main network switch. Said network configuration shall provide network traffic to communicate between the County Office Building and County Courthouse, as well as between the City of Auburn and County departments. DeKalb County shall be responsible for the purchase, installation, management and/or maintenance of all items connected to the switch.

Should additional network infrastructure be required at County locations other than the Courthouse and County Office Building, said additional infrastructure, its installation and its perpetual maintenance may be provided for, as an amendment to this agreement or attachments hereto, under terms mutually agreeable to the County of DeKalb and the City of Auburn.

2. That the County shall install anti-virus protection software on any client computer participating in the City of Auburn computer domain. Said anti-virus software and its Virus Definition Files shall maintain the most current virus definition file available from the software provider. Any computer participating on the City's computer domain that does not run anti-virus software (or maintain a current virus definition file) shall be removed from the Auburn domain by the City of Auburn network administrator.
3. That the City of Auburn is responsible for any damage done to said switches, excepting damage intentionally inflicted by County employees or their agents.
4. That the County may connect any device to the provided switch, but that the County may in no way reconfigure, relocate, or alter the switch in any way without the full consent of the City of Auburn. Only City of Auburn personnel shall perform any necessary work on said switches.
5. That the County agrees to pay a service rate for use of network connectivity on an annual basis (Jan to Dec) (See ATTACHMENT "A"). Payment for said service year shall be received by the City of Auburn prior to the end of the annual service year. The service fee is reflective of use of network infrastructure, hardware, software,

maintenance, and professional services. This fee shall be reviewed and recalculated on an annual basis, and shall be increased/decreased dependent on use by the County. Both the County and City shall negotiate the annual fee. Contract fee negotiations shall take place during the midyear budgetary planning period so as to allow the next budget cycle to adequately provide for payment.

6. That the City of Auburn, in addition to offering basic network connectivity, is offering Internet Connectivity to the County as an option. The Internet connection is a high-speed connection to the SkyeNet ISP via a 1MB microwave signal. The County has the right to exercise this (or any yet undefined option) at any time. Options exercised prior to the beginning of the next service cycle shall be prorated and paid prior to the end of the current budget cycle.
7. That if, at any time in the future, the County and/or City desires the implementation of additional services beyond the scope of this document, an addendum shall be developed and agreed upon and become part of this binding agreement.
8. Auburn reserves the right, should GIS data from a jurisdiction other than that of the City or the County be stored on the City of Auburn network resources, to charge a fee reflective of this service where and when appropriate. Said fee shall be charged to the jurisdiction being served.
9. That the City of Auburn shall implement a data backup procedure that consists of differential backups every evening, full backups every week (one tape off site), a monthly full backup archived for 24 months, a full backup every year permanently archived. Backups of the GIS database will include flat file backups to tape, database backups to tape, and full database replication backups to another server disk.

The County may wish to backup their own copy of the GIS Database residing on the City of Auburn network to their own network segment. The City of Auburn shall allow the County rights to do so in a manner consistent while ensuring data integrity and security.
10. That from time to time the City of Auburn will need to upgrade network components to ensure stable, continued network communication services. That when required upgrades occur, the City shall allocate an equitable, prorated service charge to the County for said upgrades. This charge shall be reflective of the same spirit and methodology of that used during the initial charges. The City and County shall adequately plan for the least cost solution and agree on said upgrades in accordance with data, hardware, and software compatibility concerns.
11. Should network connectivity between the City and County be terminated, at either the wish of the City or County, both parties shall provide a means to obtain data stored on their respective systems. Such means shall be outlined in an agreement executed prior to termination of said connectivity service. Payment and service for the active service year (Jan – Dec) shall continue as provided for in this agreement, unless the County and the City mutually agree to cease service and the County pays for the pro-rata share of the yearly service to date.
12. At such time as the City of Auburn Electric Department obtains Fiber Optic Use Rates, as prescribed by the Indiana Utility Regulatory Commission (IURC), the City of Auburn

shall charge 50 percent of said rate to County. The County shall pay 50 percent because of the mutual benefits derived by both the City and County.

13. That the County and City shall mutually consider the variable costs of the agreement (i.e. services and percentage use) when establishing the fee for the next service year in order to adjust for an over- or under-payment charged for said variables.
14. That the County and City shall make reasonable efforts to ensure the compatibility and accessibility of data services to the other jurisdiction when implementing Information Technology solutions that improve government services. That by doing so improves the flow of information between county and city government and ultimately improves services to the DeKalb and Auburn communities.
15. General Provisions: The parties also agree to the following general provisions which shall supersede any other provisions in the Agreement:
 - 15.1. Neither party is aware of any problem or legality that adversely affects the party's ability to perform this Agreement.
 - 15.2. Each party agrees to be reasonable with the other party regarding the performance, interpretation, application, and enforcement of this Agreement.
 - 15.3. A breach of any provision in this Agreement shall be a default.
 - 15.4. In the event of default by either party, the other party shall have any remedy available at law or in equity, plus recovery of court costs and attorney fees.
 - 15.5. This Agreement shall be interpreted and enforced under Indiana law and subject to the jurisdiction and laws of the State of Indiana.
 - 15.6. Each party shall exercise reasonable diligence and due care in performing this Agreement.
 - 15.7. Each party shall use practices and procedures consistent with the law.
 - 15.8. Each party shall act openly and honestly with each other.
 - 15.9. Each party shall provide full disclosure as may be required by this Agreement.
 - 15.10. A waiver of the breach of any provision of this Agreement at any time shall not apply to any breach of any other provision of this Agreement.
 - 15.11. Each party shall sign any document and performance act required to effectuate this Agreement.
 - 15.12. Neither party shall have the right to assign, sublet, or transfer this agreement, or any part thereof, without the prior written consent of the other party.
 - 15.13. Each party shall bear the risk of loss for intentional and negligent acts of such party, its agents and its employees.

DeKalb County, Indiana Board of Commissioners

On this ____ day of _____, 2000, I hereby agree to adhere to the terms, conditions, and limitations of this agreement.

Chuck Ort, Commissioner

Connie Miles, Commissioner

Don Kaufman, Commissioner

Attest: _____
Sharon Hayes, Auditor

City of Auburn, Indiana Board of Public Works and Safety

On this ____ day of _____, 2000, I hereby agree to adhere to the terms, conditions, and limitations of this agreement.

Norman E. Yoder, Mayor and Member

Danny D. McAfee, Member

John A. (Jack) Randinelli, Member

Attest: _____
Rebecca Fuller, Clerk-Treasurer

This instrument prepared by County-City GIS Committee. Second Floor City Hall, 210 South Cedar Street, Auburn, Indiana 46706.