

DATE SUBMITTED 7/10/2019
 SUBMITTED BY CITY MANAGER'S OFFICE
 DATE ACTION REQUIRED 7/17/2019

COUNCIL ACTION (X)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS [Signature]

**IMPERIAL CITY COUNCIL
 AGENDA ITEM**

SUBJECT: CONSENT: DATA SERVICES AGREEMENT BETWEEN THE CITY OF IMPERIAL AND COUNTY OF IMPERIAL	
DEPARTMENT INVOLVED: CITY MANAGER'S OFFICE/COMMUNITY DEVELOPMENT DEPARTMENT	
BACKGROUND/SUMMARY: The California Government Code Section 6502, et seq. authorizes public entities, including cities, counties, special districts and joint agencies to enter into agreements. As part of the Data Service Agreement, the County of Imperial along with ten other entities have a mutual interest in maintaining accurate, electronically- retrievable geographic information. As such, the attached agreement provides a shared cost for such services to regional citizens. Improving effectiveness and efficiency of local and regional government and enhancing economic competitiveness.	
FISCAL IMPACT: \$183.30 for Fiscal Year 2019-2020. As approved in the adopted 2019-2020 Municipal Budget	FINANCE INITIALS <u>[Signature]</u>
STAFF RECOMMENDATION: It is staff's recommendation to approve the data service agreement between the City of Imperial and County of Imperial.	DEPT. INITIALS <u>[Signature]</u>
MANAGER'S RECOMMENDATION:	CITY MANAGER'S INITIALS <u>[Signature]</u>
MOTION:	
SECONDED: AYES: NAYES: ABSENT:	APPROVED () REJECTED () DISAPPROVED () DEFERRED () REFERRED TO:

1 A. Data Access Service to Geographic Information System Server. These are
2 necessary for the MEMBERS to gain secure access to the Assessor's data. New members only will pay
3 COUNTY a one-time fee of \$200 to recover its cost in setting up the computer and Internet startup and
4 configuration for MEMBER.

5 B. Firewall Configuration. The COUNTY will configure the COUNTY'S Internet
6 firewall to allow MEMBER to access the GIS server by File Transfer Protocol ("FTP"). For security
7 reasons, access will require a public Internet addresses supplied by MEMBER to COUNTY, and a GIS
8 user account provided by COUNTY to MEMBER.

9 C. File Transfer Protocol Specification.

- 10 i. FTP is a method for transferring files over the Internet. MEMBER will
11 use this as the primary method of accessing GIS data.
- 12 ii. COUNTY agrees to provide: 1) a recommendation for the FTP client
13 software to connect to the GIS server and 2) a single point of contact.
- 14 iii. MEMBERS agree to provide: 1) a public Internet address that will be
15 used to connect to the GIS server and 2) a single point of contact.
- 16 iv. MEMBERS must acquire FTP software to be configured to GIS
17 specifications, an Internet connection, and any other item or device
18 necessary to access the GIS server over the Internet.

19 D. Data Management. This service manages the GIS server. It is provided by
20 COUNTY to the MEMBERS at no charge. Data Management Service excludes maintenance of the
21 data.

22 E. Server Maintenance. COUNTY provides maintenance and support required to
23 operate the GIS server and enable the MEMBERS access to data stored thereon.

24 F. Data Storage. COUNTY provides data storage space on the GIS server for all of
25 the data it supports and manages.

26 G. Data Back-up. COUNTY provides backup service for data stored on GIS the
27 server.

28 H. Security. COUNTY provides a secure, unique FTP user account for MEMBER

1 and specifications for secure connection to the GIS system. MEMBER is responsible for ensuring the
2 security of its GIS account information.

3 I. Data Maintenance. This includes maintenance of the database that is provided
4 by the Assessor and stored on the GIS server. The available data on the GIS server is described in the
5 Data Management Plan and includes services necessary for the MEMBER to access data including the
6 GIS basemap, the roll, maps and other GIS data.

7 3. Compensation. MEMBER'S fees, subject to Imperial County Ordinance Section
8 2.24.030, are payable to Imperial County and described in more detail in **Exhibit "A"**, as follows:

9	City of El Centro	\$ 705.67
10	City of Calexico	\$ 462.44
11	City of Holtville	\$ 116.04
12	City of Brawley	\$ 513.65
13	City of Imperial	\$ 183.30
14	City of Calipatria	\$ 128.83
15	City of Westmorland	\$ 83.20
16	Imperial Irrigation District	\$ 8,000.00
17	Heber Public Utility District	\$ 79.08
18	<u>Coachella Valley Water District</u>	<u>\$ 8,000.00</u>
19	Total	\$18,272.21

20 4. GIS Advisory Committee. A GIS Advisory Committee shall be formed to develop
21 common standards for the county-wide GIS. Standards shall include, but will not be limited to:
22 tracking the source of information on the GIS (metadata); establishing minimum levels of resolution
23 and accuracy; establishing consistent naming of layers; establishing consistent data types; ensuring the
24 data is mutually transferable and useable; determining how the data will be transferred and how often
25 data will be updated.

26 5. Governmental Purpose. COUNTY and MEMBERS agree any of them may use the
27 data supplied by themselves and other MEMBER public entities or agencies for any legitimate
28 governmental use and purpose. The parties further agree that each grants to the other a nonexclusive,

1 nontransferable license for the sole purpose of carrying out legitimate governmental purposes.

2 “Legitimate governmental purpose” includes, but is not limited to: hard copy maps, printed reports,
3 and manipulated and/or processed data files incorporating MEMBER’S data such that the original
4 source data cannot be reconstructed. “Legitimate governmental purpose” shall not include selling,
5 trading or otherwise transferring the data, data system or other forms of electronic information to any
6 other person or entity for profit. MEMBER agrees to display the following disclaimer on all hard copy
7 maps produced from COUNTY data:

8 *This information was created by the Imperial County Assessor’s Office for the purpose of*
9 *aiding in the performance and duties of the Assessor’s Office. The information and services*
10 *included in or available through the GIS data may include inaccuracies or typographical*
11 *errors. Imperial County makes no representation about the suitability, reliability, availability,*
12 *timeliness, or accuracy of its GIS data for any purpose. The GIS data and information are*
13 *provided “as is” without warranty of any kind. Imperial County disclaims all warranties and*
14 *conditions with regard to the services, including all implied warranties and conditions of*
15 *merchantability of fitness for a particular purpose, title and non-infringement.*

16 6. Altering The Data of Another Party. COUNTY and MEMBERS agree that no party
17 may give, sell, copy, transfer, or alter the data of any other party without the express prior written
18 authorization of the affected party/parties. All manipulated and/or processed data sets shall be limited
19 to a reasonable scope and size based on a defined project.

20 7. Proprietary Interests. COUNTY and MEMBERS shall confer in good faith to protect
21 and preserve their respective proprietary interest in the data shared within the scope of this Agreement,
22 during this Agreement, and shall survive termination of this Agreement.

23 8. Compliance With California Gov. Code § 6254.21. MEMBERS agree and shall
24 comply with the provisions of California Gov. Code Section 6254.2 1 which provides that a state or
25 local agency may not post the home address or telephone number of any elected or appointed official
26 on the internet without first obtaining the written permission of the individual.

27 9. Liability and Indemnification. Each party agrees to indemnify, defend and hold
28 harmless, its agent, officers, and employees from and against all liability, expense, and claims for
damages arising from the sole conduct and services provided hereunder by the other party to the extent
that such death, injury or damage resulted from the sole negligence or willful misconduct of the other
party, its agent, officers or employees. No party is liable to any other party for loss or inaccuracy of

1 GIS data. Each party is encouraged to have current backup storage of all compiled GIS data and other
2 relevant information. Further, no party is liable to any other party for any damage to information or
3 equipment resulting from the transfer of data from one medium to another.

4 10. Notices. Any party may, by written notice to the others, change its address where notice
5 shall be made. All notices are effective upon receipt. All notices shall be in writing and addressed or
6 delivered as follows:

7
8 **COUNTY:**

9 Imperial County Assessor
10 940 Main Street, Suite 115
11 El Centro, CA 92243

12 **MEMBERS:**

13 City of El Centro
14 1275 W, Main St.
15 El Centro, CA 92243

16 City of Calipatria
17 125 N. Park Ave.
18 Calipatria, CA 92233

19 City of Holtville
20 121 W 5th
21 Holtville, CA 92250

22 City of Westmorland
23 355 S Center
24 Westmorland, CA 92281

25 City of Brawley
26 400 Main Street
27 Brawley, CA 92227

28 City of Imperial
29 420 S. Imperial Ave.
30 Imperial, CA 92251

31 City Manager
32 City of Calexico
33 608 Heber Ave.
34 Calexico, CA 9223

35 Imperial Irrigation District
36 P. O. Box 937
37 333 E. Barioni Blvd.
38 Imperial, CA 92251

39 Heber Public Utility District
40 1078 Dogwood Road, Suite 103
41 P. O. Box H
42 Heber, CA 92249

43 Coachella Valley Water District
44 P.O. Box 1058
45 Coachella, CA 92236

46 11. Termination and Cancellation.

47 A. Termination By County. This Agreement is subject to immediate termination by
48 COUNTY upon material breach of this Agreement by MEMBER, and COUNTY shall have sole
discretion to determine if a breach has, in fact, occurred. MEMBER shall be given written notice of

1 said breach, and its access to the GIS will be immediately denied. The remaining MEMBERS will not
2 be affected by such termination. In the event of termination, MEMBER forfeits any paid fees.

3 B. Cancellation By Party. Any party may cancel this Agreement, without cause, by
4 providing the other parties thirty (30) day's prior, written notice. In the event of cancellation, the party
5 forfeits any paid fees.

6 12. Governing Law and Venue. This Agreement shall be governed by the laws of the State
7 of California. It is made and entered into in Imperial County, California. To the extent permitted by
8 law, any action brought by either party with respect to this Agreement shall be brought in court of
9 competent jurisdiction within said COUNTY.

10 13. Attorney Fees. If any party brings an action to enforce the terms or declare rights
11 hereunder, the prevailing party to any such action, on trial or appeal, shall be entitled to its reasonable
12 attorney's fees to be paid by the losing party as fixed by the court.

13 14. Binding. This Agreement shall be binding upon the heirs, successors, and assigns of
14 the parties hereto.

15 15. Modification. No modification, waiver, amendment, discharge, or change of this
16 Agreement shall be valid unless the same is in writing and signed by all parties, except that COUNTY
17 may unilaterally admit a new MEMBER.

18 16. Additional MEMBERS. A new public entity or agency desiring to enter into this
19 Agreement may do so upon the written consent of COUNTY, and will be subject to the terms and
20 conditions of this Agreement. COUNTY will send written notice of the new MEMBER, along with its
21 address for notice, to all other MEMBERS.

22 17. Counterparts. This Agreement may be executed in counterparts.

23 18. Severability. If any provision in this Agreement is held by a court of competent
24 jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue
25 in full force without being impaired or invalidated in any way.

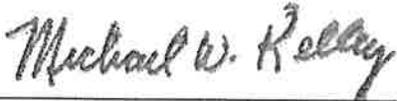
26 19. Entire Agreement. This Agreement contains the entire contract among the parties
27 relating to the transactions contemplated herein and supersedes all prior or contemporaneous
28 agreements, understandings, provisions, negotiations, representations, or statements, either written or

1 oral.

2 20. Authority. Each MEMBER warrants that the party executing this Agreement on behalf
3 of MEMBER is authorized to do so by MEMBER's legislative or governing body, consistent with
4 California Gov. Code §6502.

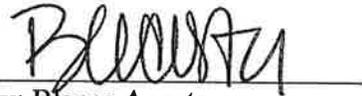
5 IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written
6 above.

7 **COUNTY OF IMPERIAL:**

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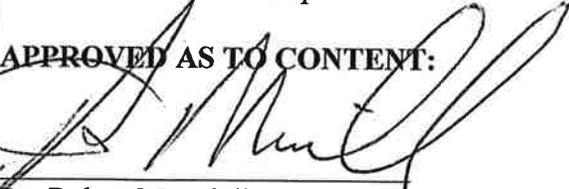
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10 By: MICHAEL W. KELLEY
Chairman of the Board of Supervisors

11 **ATTEST:**

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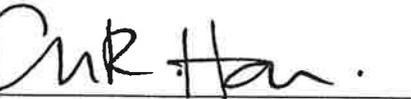
14 By: Blanca Acosta
15 Clerk of the Board of Supervisors

16 **APPROVED AS TO CONTENT:**

17 
18 By: Robert Menvielle
19 Imperial County Assessor

20 **APPROVED AS TO FORM:**

21 COUNTY COUNSEL
22 Katherine Turner

23 

24 By: Eric Havens
25 Deputy County Counsel

1 MEMBERS:

2 CITY OF EL CENTRO:

CITY OF HOLTVILLE:

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4 *Action* Norma M. Velic
5 City Manager

City Manager

6 CITY OF CALEXICO:

CITY OF BRAWLEY:

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8 _____
City Manager

City Manager

10 CITY OF IMPERIAL:

CITY OF CALIPATRIA:

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12 _____
13 City Manager

City Manager

14 CITY OF WESTMORLAND:

IMPERIAL IRRIGATION DISTRICT:

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16 _____
17 Mayor

18 HEBER PUBLIC UTILITY DISTRICT:

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22 COACHELLA VALLEY WATER DISTRICT:

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1 **MEMBERS:**

2 **CITY OF EL CENTRO:**

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5 City Manager

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7 **CITY OF CALEXICO:**

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10 City Manager

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12 **CITY OF IMPERIAL:**

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14 City Manager

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16 **CITY OF WESTMORLAND:**

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18 Mayor

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20 **HEBER PUBLIC UTILITY DISTRICT:**

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24 **COACHELLA VALLEY WATER DISTRICT:**

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CITY OF HOLTVILLE:

_____ City Manager

CITY OF BRAWLEY:

_____ City Manager

CITY OF CALIPATRIA:

_____ City Manager

IMPERIAL IRRIGATION DISTRICT:

1 **MEMBERS:**

2 **CITY OF EL CENTRO:**

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5 _____
City Manager

6 **CITY OF CALEXICO:**

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City Manager

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10 **CITY OF IMPERIAL:**

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13 _____
City Manager

14 **CITY OF WESTMORLAND:**

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16 _____
17 Mayor

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19 **HEBER PUBLIC UTILITY DISTRICT:**

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23 **COACHELLA VALLEY WATER DISTRICT:**

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CITY OF HOLTVILLE:

CITY OF BRAWLEY:

CITY OF CALIPATRIA:

IMPERIAL IRRIGATION DISTRICT:

1 **MEMBERS:**

2 **CITY OF EL CENTRO:**

CITY OF HOLTVILLE:

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City Manager

City Manager

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6 **CITY OF CALEXICO:**

CITY OF BRAWLEY:

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City Manager

City Manager

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10 **CITY OF IMPERIAL:**

CITY OF CALIPATRIA:

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City Manager

City Manager

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CITY OF WESTMORLAND:

IMPERIAL IRRIGATION DISTRICT:

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Lawrence D. Gathiel
Mayor

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HEBER PUBLIC UTILITY DISTRICT:

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COACHELLA VALLEY WATER DISTRICT:

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1 **MEMBERS:**

2 **CITY OF EL CENTRO:**

CITY OF HOLTVILLE:

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4
5 City Manager

City Manager

6 **CITY OF CALEXICO:**

CITY OF BRAWLEY:

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8 City Manager

City Manager

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10 **CITY OF IMPERIAL:**

CITY OF CALIPATRIA:

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12 City Manager

City Manager

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14 **CITY OF WESTMORLAND:**

IMPERIAL IRRIGATION DISTRICT:

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17 Mayor

18 **HEBER PUBLIC UTILITY DISTRICT:**

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21 *Laura Fisher*

22 **COACHELLA VALLEY WATER DISTRICT:**

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1 **MEMBERS:**

2 **CITY OF EL CENTRO:**

CITY OF HOLTVILLE:

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City Manager

City Manager

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CITY OF CALEXICO:

CITY OF BRAWLEY:

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City Manager

City Manager

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CITY OF IMPERIAL:

CITY OF CALIPATRIA:

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City Manager

City Manager

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CITY OF WESTMORLAND:

IMPERIAL IRRIGATION DISTRICT:

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Mayor

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HEBER PUBLIC UTILITY DISTRICT:

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COACHELLA VALLEY WATER DISTRICT:

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MATTHEW PALAVIDO
BUSINESS APPLICATIONS MANAGER

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MEMBERS:

CITY OF EL CENTRO:

City Manager

CITY OF CALEXICO:

City Manager

CITY OF IMPERIAL:

City Manager

CITY OF WESTMORLAND:

Mayor

HEBER PUBLIC UTILITY DISTRICT:

COACHELLA VALLEY WATER DISTRICT:

CITY OF HOLTVILLE:



City Manager

CITY OF BRAWLEY:

City Manager

CITY OF CALIPATRIA:

City Manager

IMPERIAL IRRIGATION DISTRICT:

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MEMBERS:

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Mayor

HEBER PUBLIC UTILITY DISTRICT:

COACHELLA VALLEY WATER DISTRICT:

CITY OF HOLTVILLE:

City Manager

CITY OF BRAWLEY:



City Manager

CITY OF CALIPATRIA:

City Manager

IMPERIAL IRRIGATION DISTRICT:

1 **MEMBERS:**

2 **CITY OF EL CENTRO:**

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City Manager

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6 **CITY OF CALEXICO:**

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City Manager

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10 **CITY OF IMPERIAL:**

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City Manager

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14 **CITY OF WESTMORLAND:**

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Mayor

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19 **HEBER PUBLIC UTILITY DISTRICT:**

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22 **COACHELLA VALLEY WATER DISTRICT:**

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CITY OF HOLTVILLE:

City Manager

CITY OF BRAWLEY:

City Manager

CITY OF CALIPATRIA:

City Manager

IMPERIAL IRRIGATION DISTRICT:

1 MEMBERS:

2 CITY OF EL CENTRO:

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City Manager

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6 CITY OF CALEXICO:

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City Manager

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10 CITY OF IMPERIAL:

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City Manager

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CITY OF WESTMORLAND:

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Mayor

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HEBER PUBLIC UTILITY DISTRICT:

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COACHELLA VALLEY WATER DISTRICT:

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CITY OF HOLTVILLE:

City Manager

CITY OF BRAWLEY:

City Manager

CITY OF CALIPATRIA:

City Manager

IMPERIAL IRRIGATION DISTRICT: