Agenda Item No. D-1

DATE SUBMITTED	8/8/2017	COUNCIL ACTION	(x)
SUBMITTED BY	CITY MANAGER'S OFFICE	PUBLIC HEARING REQUIRED	( )
		RESOLUTION	( )
		ORDINANCE 1ST READING	( )
DATE ACTION REQUIRED	8/16/2017	ORDINANCE 2ND READING	( )
		CITY CLERK'S INITIALS	

IMPERIAL CITY COUNCIL
AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: AGREEMENT FOR SERVICES BETWEEN THE CITY OF IMPERIAL AND COUNTY OF IMPERIAL

1. APPROVAL OF TWO YEAR TERM AGREEMENT FOR WEB HOSTING GEOGRAPHIC INFORMATION SYSTEM SERVICES BETWEEN THE CITY OF IMPERIAL AND COUNTY OF IMPERIAL;
2. APPROVAL OF TWO YEAR TERM AGREEMENT FOR DATA SERVICE(S) BETWEEN THE CITY OF IMPERIAL AND COUNTY OF IMPERIAL.

DEPARTMENT INVOLVED: CITY MANAGER'S OFFICE & COMMUNITY DEVELOPMENT DEPARTMENT

BACKGROUND/SUMMARY:

In 2011 the City of Imperial and County of Imperial entered into an agreement for Web Hosting and Data GIS (Geo-Viewer) Services. The attached agreement will allow City of Imperial staff continued access to the Imperial County Geographic Information System (GIS). The agreement is to be renewed for a two year term expiring in 2019.

FISCAL IMPACT: NOT TO EXCEED $3,046.74 per year	ADMIN SERVICES SIGN INITIALS
STAFF RECOMMENDATION: It is staff's recommendation to approve the agreement with the County of Imperial for continued access to the GIS system.	DEPT. INITIALS OM
MANAGER'S RECOMMENDATION: It is the City Manager's recommendation to agreement with staff and continue the partnership with the County of Imperial.	CITY MANAGER's INITIALS

MOTION:

SECONDED:
AYES:
NAYES:
ABSENT:

APPROVED ( ) REJECTED ( )
DISAPPROVED ( ) DEFERRED ( )

REFERRED TO:

ROBERT MENVIELLE
ASSESSOR

JACK DUNNAM
ASSISSTANT ASSESSOR

IMPERIAL COUNTY ASSESSOR

940 W. MAIN ST., SUITE 115
EL CENTRO, CA 92243-2874
TEL: (442) 265-1300
FAX: (760) 482-4243
www.co.imperial.ca.us/Assessor

July 27, 2017

Mr. Stefan T. Chatwin
City Manager
City of Imperial
420 South Imperial Ave.
Imperial, CA 92251

RECEIVED
AUG 02 2017
By

RE: Web Hosting Agreement (GeoViewer)
Imperial County Data Service Agreement

Dear Mr. Stefan T. Chatwin,

The 2017-2019 Web Hosting GIS Data and Data Service Agreement was approved by the Imperial County Board of Supervisors on June 27th 2017.

Enclosed please find the 2017-2019 agreement and current fee schedule (Blue column-payable to Nobel Systems and Yellow column-payable to Imperial County Assessor).

Please remember that GeoViewer and the GIS Data is for official government use only.

Please sign where indicated and return the agreements to the Imperial County Assessor's Office. A copy of the executed Agreements will be sent to you once we collect all signatures.

Thank you for your continued support. If you have any questions or need additional information, please contact Laura Cervantes at (442) 265-1311.

Respectfully,

Robert Menvielle
Imperial County Assessor

Enclosures:
1. Web Host Agreement to be signed (Nobel).
2. Imperial County Data Service Agreement to be signed (County).
3. Data service cost (Exhibit "A").
4. 2017-2018 County invoice

RM/mf

AGREEMENT

THIS AGREEMENT, hereinafter "AGREEMENT," is made and entered into this _____ 2017, by and between the **COUNTY OF IMPERIAL**, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and **CITY OF EL CENTRO, CITY OF BRAWLEY, CITY OF IMPERIAL, CITY OF WESTMORLAND, CITY OF CALIPATRIA, CITY OF HOLTVILLE, CITY OF CALEXICO, IMPERIAL IRRIGATION DISTRICT, HEBER PUBLIC UTILITY DISTRICT, and STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION** ("CALTRANS"), individually and collectively referred to as "MEMBER" and "MEMBERS" respectively, and **NOBEL SYSTEMS, INC.**, an active California Corporation, hereinafter referred to as "CONSULTANT".

WITNESSETH

WHEREAS, COUNTY's Assessor requires the services of a CONSULTANT to perform web hosting services in connection with the Imperial County Geographic Information System ("ICGIS") for itself and the MEMBERS; and

WHEREAS, COUNTY is authorized to enter into this AGREEMENT under the provisions of California Government Code Section 31000; and

WHEREAS, COUNTY is desirous of engaging CONSULTANT for the performance of said services as are provided for herein and CONSULTANT is willing to accept such engagement.

NOW, THEREFORE, COUNTY hereby engages and CONSULTANT hereby accepts upon the terms and conditions set forth herein.

1. <u>PARTIES TO AGREEMENT</u>

1.1. This AGREEMENT is by and between COUNTY, MEMBERS and CONSULTANT.

1.2. It is not the intent of the parties to this AGREEMENT to create, and

nothing in this AGREEMENT shall be construed as creating a joint venture or partnership or any other relationship between the parties. Neither the COUNTY, the MEMBERS, nor CONSULTANT authorizes the others to act as its agent or representative.

2. WORK TO BE PERFORMED BY CONSULTANT

2.1. CONSULTANT shall perform and be responsible for providing the services described in **Exhibit "B"** which is attached hereto and incorporated by reference as though fully set forth herein.

2.2. Said work shall be completed in a lawful, professional, expeditious and timely manner.

2.3. CONSULTANT understands that all data supplied by COUNTY or MEMBERS and hosted by CONSULTANT shall be maintained on the COUNTY GIS Server (ICGIS) CONSULTANT shall upload or link to ICGIS to host data. Further if CONSULTANT contracts with COUNTY or MEMBER for additional services which involve loading data or layers to the system (data or layers available for view by all MEMBERS and COUNTY only), such input shall also be loaded to ICGIS. Layers or data solely for use by an individual MEMBER or COUNTY and not intended to be shared with any other MEMBER or COUNTY in any way, is not required to be maintained on ICGIS.

3. TERM OF AGREEMENT

This AGREEMENT shall become effective on July 1, 2017 and remain in effect until June 30, 2019.

4. COMPENSATION

4.1. CONSULTANT'S compensation for the services is required to be performed under this AGREEMENT shall not exceed Forty Thousand

Dollars ($40,000.00) per year. MEMBERS and COUNTY shall contribute in the following amounts:

Member:	Data Host Cost:
City of El Centro	$ 4,868.78
City of Calexico	3,724.81
City of Holtville	687.97
City of Brawley	3,212.58
City of Imperial	2,863.44
City of Calipatria	544.10
City of Westmorland	299.93
Imperial Irrigation District	6,458.37
CalTrans	6,458.86
Imperial County	10,114.46
Heber Public Utility District	766.71
Total	$40,000.00

A more detailed description is included in the attached **Exhibit "A"**, incorporated by this reference as though fully set forth herein.

4.2. The members listed in 4.1 are governmental entities that will have access to the ICGIS data upon payment of the web-hosting fee to the County of Imperial, Office of the County Assessor. Each member shall pay the COUNTY Assessor the required fee within thirty (30) days of invoice. ALL MEMBERS understand that each fee must be paid prior to being able to access the ICGIS data. The COUNTY shall contribute $10,114.46 upon execution of this AGREEMENT by COUNTY and CONSULTANT. If any MEMBER fails or refuses to pay its web-hosting fee within the required thirty-day period, each of the other MEMBERS shall pay the fee on a proportional basis in the same fashion as the original fee amount was calculated. However, COUNTY'S contribution remains and shall not exceed $10,114.46 and COUNTY is not obligated to pay any MEMBER'S fee, proportionally, wholly, or in any other way.

4.3. CONSULTANT acknowledges and agrees that COUNTY'S total obligation pursuant to this agreement shall not exceed $10,114.46.

4.4. CONSULTANT acknowledges COUNTY is under no obligation to compensate CONSULTANT for services rendered under this AGREEMENT not authorized by COUNTY.

4.5. If COUNTY requires work in addition to that defined in the Scope of Work, CONSULTANT shall provide a cost estimate and written description of the additional work needed to perform such services. Compensation and the time for completion of such additional services must be negotiated and approved in writing by the COUNTY prior to the commencement of any such services.

5. REPRESENTATIONS BY CONSULTANT

5.1. CONSULTANT understands and agrees that COUNTY is relying upon CONSULTANT'S representations that it will provide services provided herein to the standard of care ordinarily exercised in CONSULTANT'S profession.

5.2. CONSULTANT represents and warrants that it is a lawful entity possessing all required licenses and authorities to do business in the State of California and perform all aspects of this AGREEMENT.

5.3. CONSULTANT represents and warrants that the people executing this AGREEMENT on behalf of CONSULTANT has the authority of CONSULTANT to sign this AGREEMENT and bind CONSULTANT to the performance of all duties and obligations assumed by CONSULTANT herein.

5.4. CONSULTANT represents and warrants that any employee, contractor and agent who will be performing any of the duties and obligations of

CONSULTANT herein possess all required licenses and authorities, as well as the experience and training, to perform such tasks.

5.5. CONSULTANT represents and warrants that the subject services shall be performed exclusively by CONSULTANT. Any agreements to the contrary must be consented to in writing by COUNTY.

5.6. CONSULTANT represents that the services provided herein shall be performed in a professional and lawful manner.

5.7. CONSULTANT represents and warrants that the allegations contained in **Exhibit "B"** attached hereto are true and correct.

5.8. CONSULTANT understands that COUNTY considers the representations made herein to be material and would not enter into this AGREEMENT with CONSULTANT if such representations were not made.

5.9. CONSULTANT represents and warrants that all reports, analyses or other documents developed under this AGREEMENT shall become the exclusive property of COUNTY and shall not be distributed by CONSULTANT without COUNTY'S written consent.

5.10. CONSULTANT represents and warrants that any errors in its services provided shall be corrected at no additional charge to COUNTY.

6. RETENTION AND ACCESS OF BOOKS AND RECORDS

6.1. CONSULTANT represents and warrants that it shall maintain books, records, documents, reports and other materials developed under this AGREEMENT as follows:

6.1.1. CONSULTANT shall maintain all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records relating to CONSULTANT'S charges for services or expenditures and disbursements charged to COUNTY for a minimum period of five (5) years, or for any longer period

required by law, from the date of final payment to CONSULTANT pursuant to this AGREEMENT.

6.1.2. CONSULTANT shall maintain all reports, documents and records, which demonstrate performance under this AGREEMENT for a minimum period of five (5) years, or for any longer period required by law, from the date of termination or completion of this AGREEMENT.

6.1.3. Any records or documents required to be maintained by CONSULTANT pursuant to this AGREEMENT shall be made available to COUNTY for inspection or audit, at any time during CONSULTANT'S regular business hours provided COUNTY provides CONSULTANT with seven (7) days advanced written or oral notice. Copies of such documents shall, at no cost to COUNTY, be provided to IMPERIAL COUNTY for inspection at CONSULTANT'S address indicated for receipt of notices under this AGREEMENT.

6.2. CONSULTANT represents and warrants that it has not been engaged by, nor will it be engaged by and owes no duty of performance to any other person or entity, which would constitute a conflict. For breach or violation of this warranty, COUNTY shall amongst other remedies at law, have the right to terminate this AGREEMENT without liability, or at its sole discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such fee, commission, percentage brokerage fee, gift or contingent fee paid or received from another entity or person.

7. <u>INDEMNIFICATION</u>

CONSULTANT shall defend, indemnify and hold harmless COUNTY and, MEMBERS from any and all claims, damages or loss arising out of the

performance by CONSULTANT, its agents or employees of this AGREEMENT, including the active or passive negligence of CONSULTANT, its agents or employees, or any obligation imposed thereby, or any act of or failure to act by CONSULTANT.

8. INDEPENDENT CONTRACTOR

8.1. In all situations and circumstances arising out of the terms and conditions of the AGREEMENT, CONSULTANT is an independent contractor, and as an independent contractor, the following shall apply:

8.2. CONSULTANT is not an employee of COUNTY and is only responsible for the requirements and results specified by this AGREEMENT or any other agreement.

8.3. CONSULTANT shall be responsible to COUNTY only for the requirements and results specified by this AGREEMENT and except as specifically provided in this AGREEMENT, shall not be subject to COUNTY'S control with respect to the physical actions or activities of CONSULTANT in fulfillment of the requirements of this AGREEMENT.

8.4. CONSULTANT is not, and shall not be, entitled to receive from, or through, COUNTY, and COUNTY shall not provide, or be obligated to provide, CONSULTANT with Worker's Compensation coverage or any other type of employment or worker insurance or benefit coverage required or provided by any Federal, State or local law or regulation for, or normally afforded to, an employee of COUNTY.

8.5. CONSULTANT shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of CONSULTANT, any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program, or any other type of pension, annuity, or

disability program required or provided by any Federal, State, or local law or regulation.

8.6. CONSULTANT shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program, including, but not limited to, COUNTY'S pension plan, medical and health care plan, dental and eye care plan, life insurance plan, or any other type of benefit program, plan, or coverage designated for, provided to, or offered to COUNTY'S employees.

8.7. COUNTY shall not withhold or pay, on behalf of CONSULTANT, any Federal, State, or local tax, including, but not limited to, any personal income tax, owed by CONSULTANT.

8.8. CONSULTANT is, and at all times during the term of this AGREEMENT, shall represent and conduct itself as an independent contractor, not as an employee of COUNTY.

8.9. CONSULTANT shall not have the authority, express or implied, to act on behalf of, bind or obligate COUNTY in any way without the written consent of COUNTY.

9. INSURANCE REQUIREMENTS

9.1. CONSULTANT, hereby agrees at its sole cost and expense, to obtain and maintain in full force during the entire term of this AGREEMENT and any extended term thereof the following types of insurance:

9.1.1. Commercial General Liability coverage in the minimum amount of one million dollars ($1,000,000) combined single limit to any one person ("CSL") and two million dollars ($2,000,000) aggregate for any one accident, including personal injury, death and property damage.

9.1.2. Automobile Liability coverage in a minimum amount of one million dollars

($1,000,000) for bodily injury and property damage including owned, non-owned and hired vehicles.

9.1.3. To the extent required by law, Workers' Compensation coverage, in full compliance with California statutory requirements for all employees of CONSULTANT and Employer's Liability in the minimum amount of one million dollars ($1,000,000).

9.1.4. Professional Liability insurance in a minimum amount of one million dollars ($1,000,000) per claim and annual aggregate.

9.2. Special Insurance Requirements. All insurance required under paragraph 9 shall:

9.2.1. Be procured from an insurer authorized to do business in California.

9.2.2. Be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be in excess of CONSULTANT'S insurance coverage and shall not contribute to it.

9.2.3. Name COUNTY as an additional insured on all policies and provides that COUNTY may recover for any loss suffered by COUNTY by reason of CONSULTANT'S negligence.

9.2.4. Not be canceled, non-renewed or reduced in scope of coverage until after thirty (30) days written notice has been given to the COUNTY. However, CONSULTANT may not terminate such coverage until it provides COUNTY with proof that equal or better insurance has been secured and is in place. Cancellation or change without the prior written consent of the COUNTY shall, at the option of the COUNTY, be grounds for termination of this AGREEMENT.

9.3. Additional Insurance Requirements.

9.3.1. COUNTY is to be notified immediately of all insurance claims.

COUNTY is also to be notified if any aggregate insurance limit is exceeded.

9.3.2. Deposit of Insurance Policy. Promptly on issuance, reissuance, or renewal of any insurance policy required by this AGREEMENT, the CONSULTANT shall, if requested by COUNTY, cause to be given to COUNTY satisfactory evidence that insurance policy premiums have been paid together with a duplicate copy of the policy or a certificate evidencing the policy and executed by the insurance company issuing the policy or its authorized agent.

9.3.3. CONSULTANT agrees to provide COUNTY with the following insurance documents on or before the effective date of this AGREEMENT:

9.3.3.1. Complete copies of certificates of insurance for all required coverages including Additional Insured Endorsements and 30 days Notice of Cancellation Clause endorsements.

9.3.3.2. The documents enumerated in Paragraph 9 shall be sent to the following:

County of Imperial
Risk Management Department
940 Main Street, Ste. 101
El Centro, CA 92243

And

Imperial County Assessor
Attention: Assessor
940 Main Street, Suite 115
El Centro, CA 92243

9.3.4. Nothing in this, or any other provision of this AGREEMENT, shall be

construed to preclude the CONSULTANT from obtaining and maintaining any additional insurance policies in addition to those required pursuant to this AGREEMENT.

9.3.5. The comprehensive or commercial general liability shall contain a provision of endorsements stating that such insurance:

i. Includes contractual liability.

ii. Does not contain a "pro rata" provision which looks to limit the insurer's liability to the total proportion that its policy limits bear to the total coverage available to the insured.

iii. Does not contain an "excess only" clause, which requires the exhaustion of other insurance prior to providing coverage.

iv. Does not contain an "escape clause" which extinguishes the insurer's liability if the loss is covered by other insurance.

v. Includes COUNTY as an additional insured.

vi. States that it is primary insurance and regards COUNTY as an additional insured and contains a cross-liability or severability of interest clause.

10. DEFAULT, TERMINATION and WITHDRAWAL.

10.1. Consultant's Default. If CONSULTANT fails or refuses to perform any provision, covenant or condition to be kept or performed, including those in **Exhibit "B"** under this AGREEMENT, COUNTY, prior to exercising any of its rights or remedies, shall give written notice to CONSULTANT of such default, specifying in said notice the nature of such default and CONSULTANT shall have thirty (30) days from receipt of such notice to cure said default. If such default is not cured within said thirty (30) day period, then COUNTY may in its sole discretion terminate this

AGREEMENT and/or pursue those remedies available under the law at the time this AGREEMENT is executed as well as any future remedies that are created.

10.2. County's Default. If COUNTY fails or refuses to perform any provision, covenant or condition to be kept or performed by COUNTY under this AGREEMENT, CONSULTANT, prior to exercising any of its rights or remedies, shall give written notice to COUNTY of such default, specifying in said notice the nature of such default and COUNTY shall have thirty (30) days from receipt of such notice to cure said default. If such default is not cured within said thirty (30) day period, then CONSULTANT may in its sole discretion terminate this AGREEMENT and/or pursue those remedies available under the law at the time this AGREEMENT is executed as well as any future remedies that are created.

10.3. Termination Clause. Notwithstanding Paragraph 10.1, this AGREEMENT is subject to termination by COUNTY as to CONSULTANT without cause by COUNTY upon thirty (30) days prior written notice. In the event of termination, CONSULTANT shall return any fees received but unearned, proportionally, within thirty (30) days of the date of termination.

10.4. MEMBERS may withdraw from this AGREEMENT by giving all other parties to this AGREEMENT thirty (30) days prior written notice. In the event of withdrawal, MEMBERS forfeit any fees paid.

11. ASSIGNMENTS AND SUBCONTRACTS.

11.1. Neither this AGREEMENT nor any rights, duties or obligations hereunder shall be assignable and/or subcontracted by CONSULTANT without the prior written consent of COUNTY.

11.2. COUNTY may demand such assurances, including financial assurances,

modification of this AGREEMENT, or such other requirements as, in its sole discretion, it deems advisable, as a condition to granting its consent to any assignee or subcontractor hereunder. Nothing herein shall be construed as requiring COUNTY to grant such approval if COUNTY, in its sole opinion, deems such grant of consent to be not in the best interests of COUNTY.

11.3. Consent by COUNTY to an assignment or subcontract shall not release CONSULTANT from its primary liability under this AGREEMENT, and COUNTY'S consent to one assignment or subcontract, shall not be deemed a consent to other assignments and/or subcontracts.

11.4. Any attempt by the CONSULTANT to assign or otherwise transfer any interest in this AGREEMENT without obtaining prior written consent of COUNTY shall be void.

12. BINDING

This AGREEMENT shall be binding upon the heirs, successors, assigns and subcontractors of the Parties hereto.

13. NOTICES

13.1. Any notice by either party to the other shall be personally delivered to the party or sent by certified mail, return receipt requested, to the addresses set forth below:

CONSULTANT:	COUNTY:
President Nobel Systems, Inc. 436 E Vanderbilt Way San Bernardino, CA 92408	Imperial County Assessor 940 Main Street, Suite 115 El Centro, CA 92243

MEMBERS:

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

City of Calipatria
125 N. Park Ave.
Calipatria, CA 92233

City of Holtville
121 W. 5th
Holtville, CA 92250

City of Westmorland
355 S. Center
Westmorland, CA 92281

City of Brawley
400 Main Street
Brawley, CA 92227

City of Imperial
420 S. Imperial Ave.
Imperial, CA 92251

City Manager
City of Calexico
608 Heber Ave.
Calexico, CA 92231

Imperial Irrigation District
P. O. Box 937
333 E. Barioni Blvd.
Imperial, CA 92251

State of California
Department of Transportation
District 11, MS-50
2829 Juan Street
San Diego, CA 92110

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

13.2. Either party may change its address for notice by providing written notice to the other parties in accordance with Paragraph 13.1. Notices shall be deemed effective on the date of delivery.

14. ENTIRE AGREEMENT

This AGREEMENT contains the entire contract between COUNTY, MEMBERS and CONSULTANT relating to the transactions contemplated hereby and supersedes all prior or contemporaneous agreements, understandings, provisions, negotiations, representations, or statements, either written or oral.

15. MODIFICATION

No modification, waiver, amendment, discharge, or change of this AGREEMENT shall

be valid unless the same is in writing and signed by all parties.

16. PARTIAL INVALIDITY

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

17. WAIVER

No waiver of any breach or of any of the covenants or conditions of this AGREEMENT shall be construed to be a waiver of any other breach or to be consent to any further or succeeding breach of the same or any other covenant or condition.

18. CHOICE OF LAW

This AGREEMENT shall be governed by the laws of the State of California. This AGREEMENT is made and entered into in Imperial County, California. To the extent permitted by law, any action brought by any party with respect to this AGREEMENT shall be brought in a court of competent jurisdiction within said County.

19. ATTORNEY'S FEES

If a party herein brings an action to enforce the terms thereof or declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to its reasonable attorney's fees to be paid by the losing party as fixed by the court.

20. AUTHORITY

20.1. Each of the individuals executing this AGREEMENT on behalf of CONSULTANT, COUNTY and MEMBERS represents and warrants that:

20.1.1. He or she is duly authorized to execute and deliver this AGREEMENT on behalf of CONSULTANT, COUNTY or MEMBER as applicable;

20.1.2. Such execution and delivery on behalf of CONSULTANT is in accordance with the terms of the Articles of Incorporation, By-Laws or Resolutions of CONSULTANT; and

20.1.3. Such execution and delivery on behalf of COUNTY is duly authorized by the Board of Supervisors and within the authority of the signatory identified below.

20.1.4. MEMBERS warrant that the party executing this Agreement on behalf of MEMBER is authorized to do so by MEMBER'S legislative or governing body, consistent with California Gov. Code §6502.

21. COUNTERPARTS

This AGREEMENT may be executed in counterparts.

22. REVIEW OF AGREEMENT TERMS

This AGREEMENT has been reviewed and revised by legal counsel for both COUNTY and CONSULTANT, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of the same or any subsequent amendments thereto.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed the day and year first above written.

COUNTY OF IMPERIAL

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

ATTEST:

By: Blanca Acosta
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL
Katherine Turner

By: Eric Havens
Deputy County Counsel

NOBEL SYSTEMS, INC.
a California Corporation

By: Michael Samuel, President

APPROVED AS TO FORM AND CONTENT:

CITY OF EL CENTRO:

_____
City Manager

CITY OF HOLTVILLE:

_____
City Manager

CITY OF CALEXICO:

_____
City Manager

CITY OF BRAWLEY:

_____
City Manager

CITY OF IMPERIAL:

_____
City Manager

CITY OF CALIPATRIA:

_____
City Manager

CITY OF WESTMORLAND:

_____
Mayor

IMPERIAL IRRIGATION DISTRICT:

_____

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION:

_____

HEBER PUBLIC UTILITY DISTRICT:

_____

IMPERIAL COUNTY

DATA SERVICE AGREEMENT

This Data Service Agreement ("Agreement") is made and entered into this _____, 2017 by and between **COUNTY OF IMPERIAL** ("COUNTY"), a political subdivision of the State of California, and **CITY OF EL CENTRO, CITY OF BRAWLEY, CITY OF IMPERIAL, CITY OF WESTMORLAND, CITY OF CALIPATRIA, CITY OF HOLTVILLE, CITY OF CALEXICO, THE IMPERIAL IRRIGATION DISTRICT, THE HEBER PUBLIC UTILITIES DISTRICT** and the **COACHELLA VALLEY WATER DISTRICT** (individually "MEMBER" and collectively "MEMBERS"), all municipal entities or public agencies.

WHEREAS, California Government Code Section 6502, et seq. authorizes public entities, including cities, counties, special districts, and joint agencies to enter into agreements; and

WHEREAS, COUNTY and MEMBERS have a mutual interest in developing and maintaining accurate, current and non-duplicated electronically-retrievable geographic information about Imperial County; and

WHEREAS, COUNTY and MEMBERS recognize that a countywide Geographic Information System ("GIS") benefits the citizens of Imperial County by improving the efficiency and effectiveness of local and regional government and enhancing the economic competitiveness of the region; and

WHEREAS, COUNTY and MEMBER recognize that each of them maintains diverse information databases and that combining the information systems will add significantly to the usefulness of a GIS; and

WHEREAS, the COUNTY, pursuant to California Revenue and Taxation Code Section 409, may recover the appropriate costs associated with the reproduction and distribution of the Assessor's assessment roll, parcel maps, and other data.

NOW, THEREFORE, it is agreed by and between the parties that:

1. Term. The effective term of this Agreement shall be July 1, 2017 until June 30, 2019.

2. GIS Services. COUNTY and MEMBERS enter into this Agreement wherein the COUNTY will provide the following GIS services to the MEMBERS:

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

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

C. File Transfer Protocol Specification.

i. FTP is a method for transferring files over the Internet. MEMBER will use this as the primary method of accessing GIS data.

ii. COUNTY agrees to provide: 1) a recommendation for the FTP client software to connect to the GIS server and 2) a single point of contact.

iii. MEMBERS agree to provide: 1) a public Internet address that will be used to connect to the GIS server and 2) a single point of contact.

iv. MEMBERS must acquire FTP software to be configured to GIS specifications, an Internet connection, and any other item or device necessary to access the GIS server over the Internet.

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

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

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

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

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

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

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

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

City of El Centro	$ 705.67
City of Calexico	$ 462.44
City of Holtville	$ 116.04
City of Brawley	$ 513.65
City of Imperial	$ 183.30
City of Calipatria	$ 128.83
City of Westmorland	$ 83.20
Imperial Irrigation District	$ 8,000.00
Heber Public Utility District	$ 79.08
Coachella Valley Water District	$ 8,000.00
Total	$18,272.21

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

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

nontransferable license for the sole purpose of carrying out legitimate governmental purposes. "Legitimate governmental purpose" includes, but is not limited to: hard copy maps, printed reports, and manipulated and/or processed data files incorporating MEMBER'S data such that the original source data cannot be reconstructed. "Legitimate governmental purpose" shall not include selling, trading or otherwise transferring the data, data system or other forms of electronic information to any other person or entity for profit. MEMBER agrees to display the following disclaimer on all hard copy maps produced from COUNTY data:

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

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

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

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

9. Liability and Indemnification. Each party agrees to indemnify, defend and hold 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

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

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

COUNTY:
Imperial County Assessor
940 Main Street, Suite 115
El Centro, CA 92243

MEMBERS:

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

City of Calipatria
125 N. Park Ave.
Calipatria, CA 92233

City of Holtville
121 W 5th
Holtville, CA 92250

City of Westmorland
355 S Center
Westmorland, CA 92281

City of Brawley
400 Main Street
Brawley, CA 92227

City of Imperial
420 S. Imperial Ave.
Imperial, CA 92251

City Manager
City of Calexico
608 Heber Ave.
Calexico, CA 9223

Imperial Irrigation District
P. 0. Box 937
333 E. Barioni Blvd.
Imperial, CA 92251

Heber Public Utility District
1078 Dogwood Road, Suite 103
P. 0. Box H
Heber, CA 92249

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

11. Termination and Cancellation.

A. Termination By County. This Agreement is subject to immediate termination by 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

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

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

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

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

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

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

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

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

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

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

oral.

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

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

COUNTY OF IMPERIAL:

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

ATTEST:

_____
By: Blanca Acosta
Clerk of the Board of Supervisors

APPROVED AS TO CONTENT:

_____
By: Robert Menvielle
Imperial County Assessor

APPROVED AS TO FORM:

COUNTY COUNSEL
Katherine Turner

_____
By: Eric Havens
Deputy County Counsel

MEMBERS:

CITY OF EL CENTRO:

_____
City Manager

CITY OF HOLTVILLE:

_____
City Manager

CITY OF CALEXICO:

_____
City Manager

CITY OF BRAWLEY:

_____
City Manager

CITY OF IMPERIAL:

_____
City Manager

CITY OF CALIPATRIA:

_____
City Manager

CITY OF WESTMORLAND:

_____
Mayor

IMPERIAL IRRIGATION DISTRICT:

_____

HEBER PUBLIC UTILITY DISTRICT:

_____

COACHELLA VALLEY WATER DISTRICT:

_____

EXHIBIT "A"

ANNUAL DATA SERVICE COST

Contract Date July 01, 2017 through June 30, 2019

MEMBERS COST FOR ASSESSOR'S DATA & ELECTRONIC ACCESS

Information Systems Department Fee one time cost	$	200.00
Data Products- Cost per Parcel		
.DBF file format - parcroll	$	0.03
Maximum Cost per Parcel	$	0.03
Assessor's Maps - Cost per Map Pg.		
.PDF - .TIF file format - parcmap	$	2.00

County wide parcel count: **85,352** March 29,2007*
Total Map Pages: **2,755** *

WEB DATA HOST COST: (Unlimited Users) **Nobel 2 year Contract.**	$	40,000.00
Cities & HPU Dist. Share of Cost 42.42% (36,207 parcels)	$	16,968.32
Balance to be shared by County, IID and Caltrans	$	23,031.68
County's Cost	$	10,114.46
IID Cost	$	6,458.37
CalTrans	$	6,458.86
	$	40,000.00

Web Host per unit cost. $ 0.47

2017-2018 MAINTENANCE FEE STRUCTURE PER MEMBER

2011-13Property Changes	TRA	No. of Map Pages	City Parcel Count	COUNTY Data Cost	NOBEL* Data Host Cost	TOTAL Total Cost
BRAWLEY	1-000	154	6,855	$ 513.65	$ 3,212.58	$ 3,726.23
CALEXICO	2-000	112	7,948	$ 462.44	$ 3,724.81	$ 4,187.25
CALIPATRIA	3-000	47	1,161	$ 128.83	$ 544.10	$ 672.93
EL CENTRO	4-000	197	10,389	$ 705.67	$ 4,868.78	$ 5,574.45
HOLTVILLE	5-000	36	1,468	$ 116.04	$ 687.97	$ 804.01
IMPERIAL	6-000	87	6,110	$ 183.30	$ 2,863.44	$ 3,046.74
WESTMORLAND	7-000	32	640	$ 83.20	$ 299.93	$ 383.13
COUNTY				$ -	$ 10,114.46	$ 10,114.46
IID		ALL		$ 8,000.00	$ 6,458.37	$ 14,458.37
HEBER P. U. D.	66-002	15	1636	$ 79.08	$ 766.71	$ 845.79
CALTRANS				$ -	$ 6,458.86	$ 6,458.86
COACHELLA VALLEY WATER DISTRICT		ALL		$ 8,000.00	$ -	$ 8,000.00
TOTALS		680	36,207	$ 18,272.21	$ 40,000.00	$ 58,272.21

Imperial County Assessor
Robert Menvielle
940 West Main Street, Suite 115
El Centro, CA 92243

Invoice No. 2234

INVOICE

Customer

Name: City of Imperial
Address: 420 South Imperial Ave
City: Imperial State: CA ZIP: 92251
Phone:

Misc

Date: 6/8/2017
Order No.:
Rep:
FOB:

Qty	Description	Unit Price	TOTAL
1	2017-2018 Data Service Agreement to Coutny	$ 183.30	$ 183.30
	Attn: Mr. Stefan T. Chatwin		
		SubTotal	$ 183.30
		Shipping	
	Tax Rate(s)		
		TOTAL	$ 183.30

Payment Credit

Name:
Credit Card #:
Expires:
C V V #:
Billing Address:

Office Use Only

Please, make checks payable to Imperial County Assessor
Attention Laura Cervantes

NOBEL SYSTEMS
436 E. Vanderbilt Way
San Bernardino, CA 92408
Phone: (909) 890-5611
Fax: (909) 890-5612
TAX ID: 77-0323606

INVOICE

DATE	INVOICE #
6/26/2017	14123

BILL TO
City of Imperial Accounts Payable 420 S Imperial Ave Imperial, CA 92251 01-350-5250

P.O. No.

DESCRIPTION	QUANTITY	RATE	AMOUNT
GIS Annual Subscription (Hosting of Data) for GeoViewer from July 1, 2017 through June 30, 2018		2,863.44	2,863.44
		Total	USD 2,863.44