

CITY OF SANTA ROSA
CITY COUNCIL

TO: MAYOR AND CITY COUNCIL
SUBJECT: AGREEMENT WITH THE COUNTY OF SONOMA FOR
COMPUTER ACCESS FOR COUNTY
CLERK/RECORDER/ASSESSOR INFORMATION
STAFF PRESENTER: SHEILA EDWARDS, ADMINISTRATIVE TECHNICIAN
TRANSPORTATION AND PUBLIC WORKS
AGENDA ACTION: MOTION

ISSUE(S)

Shall the City Council authorize the City Manager to execute an Agreement with the County of Sonoma for computerized access to public information maintained by the Clerk/Recorder/Assessor's office?



COUNCIL GOALS AND STRATEGIES

This computerized access will be mutually beneficial for both City and County staff by increasing productivity, effectiveness of staff and cost savings associated with more efficient use of staff resources. (Goal 2)

The significant reduction in the need for staff to travel to the County Complex directly reduces use of energy and greenhouse gas emissions. (Goal 3)

BACKGROUND

1. City staff working on CIP projects and reviewing development projects need access to public records to research and verify right of way information to include: ownership title, water and sewer easements, and land descriptions as recorded. The County of Sonoma holds these records. Historically, City staff traveled to the county complex to conduct property and ownership research.
2. On October 27, 2009 the County Board of Supervisors approved City staff computerized access to public records maintained by the Clerk/Recorder/Assessor's office for a trial period, which is now expired.
3. Computerized access to this vital information has been extremely valuable in expediting research and greatly reducing staff time and expense to travel to County Complex.

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ANALYSIS

1. City staff is interested in continuing this computerized access and has collaborated with County staff to develop an agreement for Computer Services between the County of Sonoma and the City of Santa Rosa. Under the proposed agreement, the City would be provided access to the County Recorder's intranet site, the document index, and scanned documents (e.g., recorded deeds, maps, etc.) in the Clerk/Recorder/Assessor's System. The connections include two Virtual Private Network (VPN) user logins and passwords and two Recorder System user logins and passwords. Staff would have computer access at both Municipal Services Center – South and City Hall. The services would be mutually beneficial for both the City and County. The express purpose of this Agreement is to promote data sharing between the two government entities, reduce use of energy and green house gas emissions, and realize cost savings associated with more efficient use of staff resources. The term of this Agreement is three years. Access fees are currently \$12.77 per month. The City may increase or decrease VPN logins as needed during the course of this Agreement.
2. The City Attorney's Office has reviewed and approved this Agreement.
3. This Agreement is tentatively scheduled for action at the County Board of Supervisor's meeting on February 26, 2013.

RECOMMENDATION

It is recommended by the Transportation and Public Works Department that Council, by motion, authorize the City Manager to execute an Agreement with the County of Sonoma for computerized access by City staff to public information maintained by the Clerk/Recorder/Assessor's office including recorded property title and easement deeds, land descriptions and maps.

Author: Sheila Edwards

Attachments:

- Agreement

**AGREEMENT FOR COMPUTER SERVICES BETWEEN
THE COUNTY OF SONOMA AND
THE CITY OF SANTA ROSA, CALIFORNIA**

1. Purpose

The following agreement is entered into between the County of Sonoma (hereinafter “County”) and the City of Santa Rosa (hereinafter “Customer”) to secure those data processing services which will provide the Customer with two connections to access certain public information data available on the County's computer network. The express purpose of this arrangement is to promote data sharing between the two government entities, reduce use of energy and greenhouse gas emissions, and realize cost savings associated with more efficient use of staff resources. The Customer’s access lines are located at the following locations: 1) City of Santa Rosa, Transportation and Public Works Department, 69 Stony Circle, Santa Rosa, CA 95401; and 2) City of Santa Rosa, Engineering Development Services, 100 Santa Rosa Avenue, Room 5, Santa Rosa, CA 95404.

2. Effective Date and Duration of the Agreement

This agreement shall become effective on _____, **2013**, (“Effective Date”) and shall remain in effect for three years from the effective date, or until terminated in accordance with Section 3.

3. Termination/Suspension

- a. This agreement may be canceled by either party for any reason upon giving forty-five days' written notice to the other party of the intent to withdraw from the agreement.
- b. In the event that the Customer or its agents, officers, or employees, causes or allows use of equipment which interferes with the reliable operation of the County's computers, or causes or allows unauthorized use of computer access, the County may immediately suspend access by or service to the Customer. The County will notify the Customer in writing of the reasons for the suspension and demand the problem be corrected before service will be resumed. Notwithstanding the written notice provisions, subsection a of this Section 3, County may, at its sole discretion, immediately terminate this agreement in the event Customer, its agents, officers or employees, cause or allow unauthorized use of computer access, or otherwise violate this agreement or fail to perform any of its obligations hereunder, within the time and in the manner herein provided.

4. Services provided by the County

- a. The County will operate the County computers which support the functions covered by this agreement. The computers will be operational from 7 AM to 7 PM on County business days, except for periods when file back-up, computer upgrades, repairs or

unavoidable problems make the computers unavailable for use by the Customer. County retains sole discretion to determine when computers are unavailable for use by Customer.

Customer will have access to specific public data on the following County Intranet Site (web addresses subject to change):

Official Public Records (Recorder's Office)

<http://sc-recorder-image/> for records after 1964; "Digital Reel client" for records 1850-1980;

- b. The County will specify to the Customer the computer equipment which may be used by the Customer to access the County computer.
- c. The County will provide a copy of the software required for the Customer's computer to access the County computer.
- d. The County will provide start-up assistance via telephone or internet during the initial installation of the on-line service and provide telephone assistance to resolve problems during normal County business hours.

5. Responsibilities of the Customer

- a. Customer will provide the computer equipment necessary at the Customer's site to access the County computer. Only equipment approved by the County may be used to access the County computer.
- b. Customer will allow only authorized Customer personnel to access the County computer for authorized uses, and will keep confidential, the password, County computer telephone number and access procedures provided by the County.
- c. Customer will keep each computer access as brief as possible and detach from the County computer as soon as each group of inquiries is completed.
- d. Customer will use the access to the County's computers and the information gained by such access only for the primary business needs of the Customer and will not sell or use the information for other purposes, nor provide this data to the public either directly or via the GIS system, except as otherwise required by law. Such sale or use is a breach of this agreement and will subject Customer to liability for monetary damages as well as any other legal relief available to County.

6. Indemnification

Customer agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to County, and to defend, indemnify, hold harmless, reimburse and release County, its officers, agents, and employees, from and against any and all actions, claims, damages, disabilities, liabilities and expense including, but not limited to attorneys' fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in an action by County to enforce the indemnity provisions herein, whether arising from personal

injury, property damage or economic loss of any type, that may be asserted by any person or entity, including Customer, arising out of or in connection with the performance of Customer hereunder, whether or not there is concurrent negligence on the part of County, but, to the extent required by law, excluding liability due to the sole or active negligence or due to the willful misconduct of County. If there is a possible obligation to indemnify, Customer's duty to defend exists regardless of whether it is ultimately determined that there is not a duty to indemnify. County shall have the right to select its own legal counsel at the expense of Customer, subject to Customer's approval, which approval shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Customer or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

7. Cost Reimbursement

Operating Costs: Customer agrees to pay \$12.77 per month per access line in exchange for access to County computer data as specified in this contract. The cost covers setup and maintenance of VPN connection, County network connectivity, user access to the Recorder system, and technical support to access County resources. City agrees to bear the cost of maintaining its own Internet connection and/or troubleshooting problems related to its Internet connectivity, which are outside the County's control (see Operating Cost Waiver below).

- a. Operating Costs are subject to annual review and change by the Board of Supervisors. In the event of a rate change, the County will notify the Customer a minimum of sixty (60) days in advance of a change in rates.
- b. Customer may choose to reduce or increase VPN connections with a written request in accordance with Section 10. The monthly charge will be adjusted at the 1st of the month following notification of said change.
- c. Costs not covered by this agreement. The following costs are not covered by this agreement and are the responsibility of the Customer:
 - (1) Cost of purchasing equipment used at the Customer's site.
 - (2) Electrical work required to install equipment.
 - (3) Furniture, such as chairs and desks which will be needed for the equipment.
 - (4) Re-location of equipment after initial installation.
 - (5) Maintenance, repairs or replacement of equipment.
 - (6) Supplies needed to operate the equipment, such as paper and printer ribbons.
 - (7) Any other costs not specifically covered by this Agreement.
- d. In the event that fees are incurred by the Customer, the County will invoice the Customer quarterly, in advance. Payment shall be due and payable within thirty days of the date of the invoice.

8. Extra or Changed Work/Implementation

Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes which do not change the amount paid by Customer under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules, may be executed or effected by the respective Department Directors in a form approved by County Counsel and the City Attorney. All other extra or changed work must be authorized by the Board of Supervisors and the City Council.

9. Merger

This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

10. Notices

Any notices required by this Agreement to the County shall be addressed to:

Information Systems Director
County of Sonoma
2615 Paulin Drive
Santa Rosa, CA 95403

Notices to the Customer shall be addressed to:

Chief Technology Officer
City of Santa Rosa
City Hall Annex
90 Santa Rosa Avenue, 2nd Floor
Santa Rosa, CA 95404

11. Assignment and Delegation

Neither party hereto shall assign, delegate, sublet or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. No Waiver of Breach

The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this agreement.

13. No Third Party Beneficiaries

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

14. Construction

To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Customer and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Customer and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

15. Applicable Law and Forum: This Agreement shall be construed and interpreted according to California law and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.

16. Nondiscrimination: Customer shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition, pregnancy, disability, or other prohibited basis. All nondiscrimination rules or regulation required by law to be included in this agreement are incorporated by reference herein.

This agreement is entered into by the undersigned, this _____ day of _____, 2013.

FOR THE COUNTY OF SONOMA

CERTIFICATES OF INSURANCE ON

FILE WITH AND APPROVED AS TO
SUBSTANCE FOR COUNTY:

By: _____
John Hartwig, Information Systems Director

Date: _____

By: _____
William R. Rousseau, County Recorder

APPROVED AS TO FORM FOR COUNTY:

By: _____
County Counsel

Date: _____

FOR THE CUSTOMER – City of Santa Rosa

ATTEST:

Terri Griffin, City Clerk

DATE: _____

BY: _____
Kathleen A. Millison, City Manager

DATE: _____

Approved as to Form:

Angela Casagrande, City Attorney

DATE: _____