

OPEN DATA REVIEW AND APPROVAL PROCEDURE



1 The following steps identify the actions required before data sets are released for
 2 publication by the City’s open data portal. This review and approval process is
 3 intended to facilitate the release of public data in accordance with the City’s
 4 Open Data Policy.

Who	Action
Requestor	<ul style="list-style-type: none"> ▪ Complete the <i>Open Data Review and Approval Form</i> ▪ Attach a digital Data Set sampling to the <i>Open Data Review and Approval Form</i>
Requestor	<ul style="list-style-type: none"> ▪ Email Open Data Review and Approval Form to Clerk-Records@cityofsacramento.org with Email Subject: OPEN DATA REVIEW and APPROVAL
Clerk-Records	<ul style="list-style-type: none"> ▪ Review <i>Open Data Review and Approval Form</i> ▪ Review Sample Data Set for protected data ▪ Consult with City Attorney, if appropriate ▪ Consult with IT Open Data coordinator, if appropriate
Clerk-Records	<ul style="list-style-type: none"> ▪ If Data Set is approved, forward <i>Open Data Review and Approval Form</i> to: <ul style="list-style-type: none"> ➤ IT Open Data Coordinator, ➤ Requestor ▪ If Data Set NOT approved, forward <i>Open Data Review and Approval Form</i> to Requestor with a clear explanation of the reason for not publishing the Data Set via the City’s Open Data Portal.
Requestor	<ul style="list-style-type: none"> ▪ If Data Set is approved, provide IT Open Data Coordinator with Data Set access.



1 **Introduction**

2 The City of Sacramento, California (the "City") will make a variety of publicly
3 available data sets (the "Data"), which are provided for informational purposes
4 only and made available for download through the City of Sacramento, California
5 website (data.cityofsacramento.org). The City grants any interested user (the
6 "User") access to and use of the Data subject to the City's Open Data Terms of
7 Use (the "Terms") and applicable laws. The Terms, constituting a binding
8 agreement between the City and the User, govern and control the User's right to
9 access and use the Data, including any Derivative Work.

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11 **Acceptance**

12 The User must accept and agree to the Terms in order to access and use the
13 Data. The User accepts and agrees to the Terms by machine-consuming, or
14 downloading and using the Data, which signifies the User's express or implicit
15 acceptance of the Terms at that point in time.

16 The User represents that he/she has the legal capacity and authority to accept
17 the Terms. If the User accepts the Terms on behalf of a third party (for
18 example, another individual, an employer, or entity), the User represents and
19 warrants that he/she has the legal capacity and due authority to act on behalf of
20 the third party and obligate the third party and himself/herself to comply with
21 the Terms.

22 The User acknowledges and agrees that there may be additional terms and
23 conditions that are embedded or otherwise stated in any file, containing the
24 Data, or on the page from which the Data is accessed, which the User accesses
25 and uses; those terms and conditions will be considered a part of the Terms, as
26 they are deemed incorporated in the Terms.

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1 **Definitions**

- 2 ▪ **Data** means final versions of statistical or factual information that
 - 3 • is in alphanumeric form reflected in a list, table, graph, chart or other non-
 - 4 narrative form, that can be digitally transmitted or processed; and
 - 5 • is regularly created or maintained by or on behalf of the City and is
 - 6 controlled by the City; and
 - 7 • records a measurement, transaction or determination related to the
 - 8 mission of the City.
 - 9 • The term “data” shall not include image files, such as designs, drawings,
 - 10 photos or scanned copies of original documents; provided, however, that
 - 11 the term “data” shall include statistical or factual information about image
 - 12 files and geographic information system (GIS) data.

- 14 ▪ **Derivative Work** refers to any work that is based in any manner or to any
- 15 extent upon the Data, including, without limitation, any work that uses the
- 16 Data in a modified form.

- 18 ▪ **User** means the individual who accesses and/or uses the Data, including the
- 19 Derivative Work from the City's Open Data Portal at
- 20 www.data.CityofSacramento.org.

22 **Reservation of Rights**

23 The City reserves the right to discontinue availability of content on this website
24 at any time and for any reason. The City reserves the right to claim or seek to
25 protect any patent, copyright, trademark, or other intellectual property rights in
26 any of the information, images, software, or processes displayed or used at this
27 website.

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1 If the City claims or seeks to protect any patent, copyright, or other intellectual
2 property right(s) in the Data, including the Derivative Work, the City’s website
3 will indicate on the webpage on or from which such Data or Derivative Work are
4 accessed. The Terms do not grant to the User any right, title or interest in or to
5 any patent, copyright, or intellectual property right(s) that the City and/or any
6 third party may have in the Data, including the Derivative Work.

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1 **Warranty Disclaimer**

2 The Data, including the Derivative Work, may contain statistical or factual
3 information that the City and/or any third party has/have compiled and
4 processed.

5 The User acknowledges, understands and agrees that the information in the
6 Data, including the Derivative Work, may be incomplete and/or inaccurate and
7 thus may not be relied upon by the User without the User’s independent
8 verification. The User uses the Data, including the Derivative Work, at his/her
9 own risk.

10 The City makes no warranty, representation or guaranty as to the content,
11 accuracy, timeliness, or completeness of any of the data provided at this
12 website. The City disclaims any responsibility for any defect, deficiency,
13 inaccuracy or incompleteness in or of the Data, including the Derivative Work.
14 The Data, including the Derivative Work, are made available on an “as is” and
15 “as available” basis without any express or implied warranty, including, without
16 limitation, the implied warranties of merchantability, fitness for a particular
17 purpose, and non-infringement.

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19 **Limitation of Liability**

20 The City shall not be liable for: 1) any errors, omissions, or inaccuracies in the
21 Data or Derivative Work provided at this website regardless how caused; and 2)
22 any decision made or action taken or not taken by anyone using or relying upon
23 Data or Derivative Work provided at this website.

24 The City, its officials, officers, and employees will not be liable for any direct,
25 indirect, incidental, consequential or special damages (including, without
26 limitation, loss of use, time or data, inconvenience, commercial loss, lost profits
27 or savings, or the cost of computer equipment and software), arising out of or
28 related to the City's Data Portal, Data or Derivative Work, to the full extent that
29 liability may be disclaimed by law.

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1 This limitation of City liability applies to a third party claim against the User.
2 The City is not liable for any damage to any computer that might occur during or
3 as a result of accessing this website or the Data or Derivative Work therein.

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5 **Indemnity**

6 To the full extent permitted by law, the User will indemnify, defend at his/her
7 sole cost and expense, and hold harmless the City, its officials, officers, and
8 employees from and against any claim, injury, liability, loss or damage of any
9 kind, nature and description (including, without limitation, incidental and
10 consequential damages, court cost, attorney’s fees and costs of investigation),
11 that may arise, directly or indirectly, in whole or in part, from the User’s
12 download of and use of the Data, including the Derivative Work. The User’s
13 obligation to indemnify, defend and hold harmless the City arises, even if the
14 claim may be groundless, false or fraudulent; the obligation will arise at the time
15 the City tenders the claim to the User and continues at all times thereafter.

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17 **Miscellaneous Provisions**

18 The Terms represent the entire understanding and agreement regarding the
19 User’s access and use of the Data, including the Derivative Work.
20 The Terms are governed by and interpreted by the laws of the State of California
21 without regard to any of its conflict of law’s provisions.
22 Any dispute regarding the Terms will be resolved and settled by informal
23 mediation or, if mediation should fail, by litigation. Any action at law or in
24 equity will be commenced in a federal or state court located in the County of
25 Sacramento, California; the User and the City consent to the venue and
26 jurisdiction of such courts when the User expressly or impliedly accepts the
27 Terms.

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1 The City may modify the Terms at any time and post notice of the Terms'
2 modification(s) to the City's website; the modification(s) will take effect
3 immediately upon posting.

4 The waiver of any default or breach will not constitute a waiver of any other
5 right under the Terms or of any subsequent breach or default. If the City does
6 not exercise or enforce any legal right or remedy the City's inaction will not be
7 considered a formal waiver of the City's rights. The City's waiver of any of the
8 Terms will be effective only if the waiver is made, in writing, and signed by the
9 City's duly authorized representative.

10 If any of the Terms is determined to be invalid by a court of competent
11 jurisdiction, then the remaining provisions will nevertheless remain in full force
12 and effect.

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This document is included in the City of Sacramento Open Data Policy.