

1 **Title:** Open Data

2 **Scope:** Citywide

3 **Type:** Master

4 **Category:** Technology & Communications

5 **Sub Category:** Records

6

7 **Policy Statement:**

8 In order to ensure a more transparent, effective and accountable government, the
9 City of Sacramento (City) shall make information available online using open data
10 standards while complying with applicable law and adhering to City policies and
11 procedures.

12 This Open Data Policy is intended to improve the internal management of
13 information controlled by the City and it is not intended to, and does not,
14 create any right or benefit, substantive or procedural, enforceable at law or in
15 equity, by a party against the City, its departments, divisions, its officers,
16 employees, or agents.

17 Nothing in this Data Policy alters, or impedes the ability to carry out, the
18 authority of the City to perform responsibilities under the law and consistent
19 with applicable legal authorities, appropriations, and City Manager guidance,
20 nor does this Data Policy limit the protection afforded any information by other
21 provisions of law.

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1 **Document History:**

2 New

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4 **Management**

5 Primary Department: Office of the City Clerk

6 Division: City Clerk

7 Department ID: 04000011

8 Contact: Wendy Klock-Johnson, Assistant City Clerk

9 (916) 808-7509, wklockjohnson@cityofsacramento.org

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11 Other Department(s): Information Technology

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13 **Regulatory References:**

14 California Government Code §34090

15 California Public Records Act-CPRA, Government Code §6250 et seq.

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1 **Applicability**

2 This policy and procedure applies to all City data presented to the public via the
3 City of Sacramento's open data portal at www.data.cityofsacramento.org.

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5 **Responsibility**

6 **City Clerk**

7 As the City's official record keeper, the City Clerk or designee (Records
8 Manager) will confer with appropriate stakeholders and the City Attorney, as
9 appropriate, before approving data sets for delivery through the City's Open
10 Data Portal. All data sets accessed through the open data portals are confined
11 to public information and **must not** contain any protected data as defined
12 herein.

13 If the city is notified that data on this data portal is factually inaccurate or
14 misleading, or is protected data, the Records Manager shall as appropriate,
15 promptly correct or remove such data from the City's data portal.

16 **Primary Data Custodian**

17 Requests for delivery of City data sets via the City's Open Data Portal shall
18 be submitted to the City's Records Manager as designated by the City Clerk
19 for vetting and approval.

20
21 **Enforcement**

22 Any data sets appearing on the City's Open Data Portal that are not
23 approved by the City's Records Manager will be removed until the data is
24 properly vetted.

1 **California Public Records Act (CPRA)**

2 The California Public Records Act (California Government Code Section 6250 et
3 seq provides for public access to governmental records, upon request, unless
4 there is a legal basis not to disclose the records.

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6 **Chief Information Officer (CIO)**

7 The Chief Information Officer is the Information Technology Department Director
8 or designee and coordinates initiatives to improve City decision making and
9 management by providing the Charter Officers with appropriate data analysis
10 tools.

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12 **Data**

13 Data means final versions of statistical or factual information that:

- 14 ▪ is in alphanumeric form reflected in a list, table, graph, chart or other non-
15 narrative form, that can be digitally transmitted or processed; and
- 16 ▪ is regularly created or maintained by or on behalf of the City and is
17 controlled by the City; and
- 18 ▪ records a measurement, transaction or determination related to the mission
19 of the City.

20 The term “data” shall not include image files, such as designs, drawings,
21 photos or scanned copies of original documents; provided, however, that the
22 term “data” shall include statistical or factual information about image files and
23 geographic information system (GIS) data.

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25 **Data Set**

26 Data Sets are named collections of related records, with the collection
27 containing data organized or formatted in a specific or prescribed way, often in
28 tabular form, and accessed by a specific method that is based on the data set
29 organization.

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1 **Derivative Work**

2 Any work that is based in any manner or to any extent upon the Data,
3 including, without limitation, any work that uses the Data in a modified form.

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5 **Open Data Coordinator**

6 Open data coordinator means the person designated by a City department to
7 coordinate data for release through the City's open data portal, typically the
8 records coordinator.

9

10 **Open Data Portal**

11 The Open Data Portal is the Internet site established and maintained by or on
12 behalf of the City, located at www.data.CityofSacramento.org or its successor
13 website.

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15 **Protected Data**

16 Protected data is data or data set, or portion thereof, that is confidential,
17 privileged, or otherwise exempt from disclosure to the California Public Records
18 Act or any other law, rule or regulation.

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20 **Public Data**

21 Public data is any data, or data set published via the Open Data Portal

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23 **Records Manager**

24 The Sacramento City Charter appoints the City Clerk as the keeper of all City
25 records. The City Clerk designates the City's Records Manager to coordinate
26 the compliance and expansion of the City's Open Data Policy. The Records
27 Manager facilitates the sharing of information between City departments.

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1 **User**

2 The individual who downloads and uses the Data, including the Derivative
3 Work.

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1 **Providing Available Data**

- 2 ▪ The City of Sacramento (City) is committed to creating an unprecedented
3 level of transparency, honesty and accountability to the public.
- 4 ▪ Timely and consistent publication of public information and data is an
5 essential component of an open and effective government.
- 6 ▪ Interactive mechanisms that enable the public to provide feedback to the
7 City through Social Media on the quality of its published information enable
8 the City to respond to the feedback it receives.
- 9 ▪ The timely online publication of public data empowers Sacramento’s
10 residents by providing them with information facilitating participation in
11 local government in a meaningful manner.
- 12 ▪ Access to information allows the public and businesses to assist in
13 identifying possible solutions to pressing governmental problems, and to
14 promote innovative strategies for social progress and economic growth.
- 15 ▪ The City’s Records Manager and Chief Information Officer are uniquely
16 qualified to facilitate expanded public access to information to make that
17 information easily available online in a machine-readable, open format that
18 can be easily retrieved, downloaded, indexed, sorted and searched utilizing
19 readily available Web search applications and software.
- 20 ▪ Each City department shall, to the extent practicable, and in consultation
21 with the City’s Records Manager, make available online, through the open
22 data portal, at a level of acceptable granularity appropriate data sets and
23 associated metadata under their control. No protected data will be
24 released.

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1 ▪ For purposes of identifying data sets for inclusion on the Open Data Portal,
2 each department shall consider whether the information embodied in the
3 data set:

- 4 ➤ is identified in the City's Record Retention Schedule;
- 5 ➤ is appropriate for public release;
- 6 ➤ is frequently the subject of a written request for public records of the
7 type that a public body is required to make available for inspection or
8 copying under California Public Records Act;
- 9 ➤ increases accountability, efficiency, responsiveness or delivery of
10 services;
- 11 ➤ improves public knowledge of the City and its operations;
- 12 ➤ furthers the City's mission;
- 13 ➤ creates economic opportunity; and
- 14 ➤ is not a Protected Data set.

15 All departments shall make reasonable and appropriate efforts to update its
16 public data on a regular basis to the extent that the City regularly maintains or
17 updates its data sets.

19 **Open Data Coordinator**

20 Each department director shall designate an Open Data coordinator to assist
21 the department in implementing the City's Open Data Policy, which includes;

- 22 ▪ serving on the open data advisory group;
- 23 ▪ meeting with the open data advisory group to discuss matters pertaining to
24 open data, as needed; and
- 25 ▪ assisting in the preparation of the annual open data compliance reports.

1 **City of Sacramento Open Data Portal**

2 A single web portal (SacCityData) shall be:

- 3 ▪ established and maintained by or on behalf of the City of Sacramento;
- 4 ▪ administered by Department of Information Technology; and
- 5 ▪ located at www.data.cityofsacramento.org or its successor website.

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7 Any data set made accessible on the City's Open Data Portal shall:

- 8 ▪ use a format that permits automated processing of such data; and
- 9 ▪ be accessible to external search capabilities.

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11 Protected Data shall not be posted to the City's Open Data Portal.

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13 The open data portal will be maintained by the Department of Information
14 Technology who shall:

- 15 ▪ collaborate with the City's Record Manager and the City Attorney as
16 appropriate, to determine appropriate data sets for release on the Open
17 Data Portal; and
- 18 ▪ catalogue and post on the Open Data Portal a list of all data sets available
19 on the Portal.

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21 **Open Data Advisory Group**

22 The Open Data Advisory group shall:

- 23 ▪ be chaired by the Records Manager;
- 24 ▪ include Open Data Coordinators from all City departments;
- 25 ▪ assist in the creation of the annual Open Data Compliance Report;
- 26 ▪ coordinate implementation, compliance and expansion of the City's Open
27 Data Policy;
- 28 ▪ facilitate the sharing of information between City departments; and
- 29 ▪ coordinate initiatives to improve City decision making and management
30 through data analysis.

1 **Open Data Compliance Report**

2 Annually, the Records Manager shall submit to the City Manager an annual
3 Open Data Compliance Report prepared with the assistance of the Open Data
4 Advisory Group. This report shall:

- 5 ▪ establish, on a department specific basis, reasonable timelines,
6 implementation plans and review processes to promote, over time and in
7 steadily graduated fashion to increase online public access to City
8 department data sets that are appropriate for online disclosure and that
9 protect against online disclosure of Protected Data; and
- 10 ▪ summarize and comment on the state of open data and data set availability
11 in City departments.

12 13 **Disclosures/Disclaimers**

14 The City's Open Data Portal will clearly display the following Disclaimers:

- 15 ▪ Public data made available on the Open Data Portal are provided for on
16 an "as is" basis and informational purposes only. The City makes no
17 warranty, representation, or guaranty of any type as to the
18 completeness, accuracy, content or fitness for any particular purpose or
19 use of any public data set made available on the City's Open Data Portal,
20 nor shall any warranties be implied with respect to the data provided.
- 21 ▪ The City is not liable for any errors, omissions, or inaccuracies in the
22 data provided on the City's Open Data Portal, regardless of how caused;
23 or any decision made or action taken or not taken by anyone using or
24 relying upon such data; or any damage to any computer that might
25 occur during or as a result of accessing such Portal or the data provided
26 therein; or any other act identified in any disclaimer of liability,
27 indemnification provision, any other provision set forth herein or in the
28 Terms of Use.

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- 1 ▪ The use of the City's Open Data Portal and all public data available
2 through such Portal shall be subject to Terms of Use posted on the data
3 portal.
- 4 ▪ The City reserves the right to discontinue availability of content on the
5 City's Open Data Portal at any time and for any reason. The City
6 reserves the right to claim or seek to protect any patent, copyright,
7 trademark, or other intellectual property rights in any of the data,
8 information, images, software, or processes displayed through the City's
9 Open Data Portal.

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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.

18

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.