

DATA SHARING AND NON-DISCLOSURE AGREEMENT BETWEEN THE CITY OF HEALDSBURG AND COUNT OF SONOMA

This Data Sharing and Non-Disclosure Agreement ("Agreement") is made and entered into by and between the City of Healdsburg, a public utility, ("CITY" or "Public Utility"), on the one hand, and County of Sonoma ("Sonoma County" or "Receiving Agency") on the other hand, who jointly shall be referred to herein as the "Parties" and individually as a "Party." This Agreement shall govern the use of certain confidential, customer information CITY may provide to Sonoma County and mutual assistance between CITY and Sonoma County in the use of such information.

WHEREAS, the CITY, a public utility, possesses contact information of resident and commercial utility customers;

WHEREAS, the CITY wishes to share that information with Sonoma County, pursuant to California Government Code 8593.4, for the sole purpose of enrolling county residents in a county-operated public emergency warning system;

WHEREAS, Government Code 8593.4 also requires that this Agreement include procedures to enable any County resident to opt out of the warning system and a process to terminate Sonoma County's access to the contact information of the resident from CITY;

WHEREAS, Government Code 8593.4 also prevents Sonoma County from using the information gathered for any purpose other than for emergency notification, and requires that Sonoma County ensure that the confidentiality of the contact information be protected using reasonable security procedures;

WHEREAS, Government Code 8593.4 also provides that, notwithstanding any other law, CITY shall not be subject to civil or criminal liability for the accuracy of, or any use, nonuse, or improper release of, the contact information it provides to Sonoma County, including, without limitation, for any deficiencies or inaccuracies of the contact information provided; and

WHEREAS, CITY and Sonoma County wish to continue their coordination and cooperation in emergency response planning and emergency services for Sonoma County residents and CITY customers during emergencies, and the Parties believe that a County wide emergency response system will further that coordination;

NOW, THEREFORE, based on the mutual consideration described below, CITY and Sonoma County agree as follows:

1. CITY will provide the Sonoma County Department of Emergency Management the current contact information of CITY customers who receive City utility service within Sonoma County ("Confidential Customer Information") in the format and frequency described in Attachment 2 to this Agreement.

2. Sonoma County will use the Confidential Customer Information solely for the purposes of updating its emergency contact information and emergency notification systems as authorized by California Government Code Section 8593.4.

3. All Confidential Customer Information provided to Sonoma County under this Agreement is proprietary and confidential information owned by CITY and shall not be sold or transferred to any other party except with express written prior consent of CITY.

4. Sonoma County shall immediately notify CITY in writing of any unauthorized access or disclosure of the Confidential Customer Information. In such cases:

- a. Sonoma County shall take reasonable measures within its control to immediately stop the unauthorized access or disclosure of Confidential Customer Information to prevent recurrence and to return to CITY any copies.
- b. Sonoma County shall, at its own expense, investigate such breach or potential breach, and shall inform CITY in the most expeditious time possible and without reasonable delay, in writing, of the results of such investigation, and assist CITY, at Sonoma County's sole cost and expense, in maintaining the continued and future confidentiality of such Confidential Customer Information.
- c. If requested in writing by CITY, Sonoma County will notify the potentially affected persons regarding such breach or potential breach within a reasonable time period determined by CITY and in a form as specifically approved in writing by CITY. Sonoma County shall not issue or permit to be issued any public statements regarding the security breach involving the Confidential Customer Information before notifying CITY and potentially affected customers. The CITY must agree to any public statement from Sonoma County prior to such statement being issued.

5. In the event that a court or other governmental authority of competent jurisdiction issues an order, subpoena, or other lawful process requiring the disclosure of Confidential Customer Information, Sonoma County shall notify CITY immediately upon receipt, or otherwise preserve the confidentiality of Confidential Customer Information. Sonoma County shall not be in violation of the Agreement if Sonoma County complies

with an order of such court or governmental authority to disclose Confidential Information, after notifying CITY to give it the opportunity to maintain the confidentiality of such information as provided herein, or after the CITY has notified Sonoma County in writing that it will take no action to maintain such confidentiality.

6. If requested in writing to return or destroy the Confidential Customer Information to CITY, Sonoma County shall, within fifteen days of such request, undertake to return Confidential Customer Information to CITY, or shall destroy the materials and certify in writing that the materials have been destroyed, as requested by CITY. To the extent Confidential Customer Information is not returned or destroyed, it shall remain subject to this Agreement.

7. All Confidential Customer Information shall be maintained by Sonoma County and other persons and entities provided access to such information under this Agreement, in a secure place. Sonoma County shall implement reasonable administrative, technical, and physical safeguards to protect the Confidential Customer Information from unauthorized access, use, destruction, modification, or disclosure, including but not limited to the following:

- a. Password protected workstations at Sonoma County's premises, any premises where work or services are being performed, and any premises of any person who has access to such Confidential Customer Information;
- b. Encryption in transit and at rest of the Confidential Customer Information;
- c. Measures to safeguard against the unauthorized access, destruction, use, alteration or disclosure of any such Confidential Customer Information including, but not limited to, restriction of physical access to such data and information, implementation of logical access controls, sanitization or destruction of media, including hard drives, and establishment of an information security program that at

all times is in compliance with reasonable security requirements as agreed to between Recipient and CITY;

- d. At the termination of any event subject to disclosure of Confidential Customer Information, destruction or deletion of all Confidential Customer Information disclosed to Sonoma County for purposes of mutual assistance during the event, and documentation provided to CITY demonstrating such destruction or deletion; and
- e. In the event CITY determines Sonoma County has not complied with appropriate security measures, CITY shall provide written notice to Sonoma County describing the deficiencies. Sonoma County shall have sixty (60) calendar days to cure. If Sonoma County has not cured the deficiencies within sixty (60) calendar days, CITY may terminate this Agreement.

8. Confidential Customer Information shall be treated as confidential by Sonoma County and by persons and entities provided access to such information under this Agreement in accordance with the certificate executed by such persons and entities attached to this Agreement as Attachment 1. Sonoma County shall keep reasonable records of all Confidential Customer Information received and shall cooperate and expeditiously provide access to and documentation of such records in response to any request by CITY. Any copies of Confidential Customer Information shall become Confidential Customer Information.

9. Sonoma County and CITY agree that Confidential Customer Information is exempt from disclosure under the California Public Records Act, Cal. Gov't Code Sections 6250, *et seq.*, under the exemptions provided in the California Public Records Act, including Sections 6254(e), 6254(k), and/or 6255(a), and Sonoma County agrees to withhold production of such materials unless ordered to do so by a court of competent

jurisdiction as provided in Paragraph 5. Under this Agreement, Sonoma County agrees to comply with all applicable laws, regulations and orders related to the protection of customer privacy.

10. All Confidential Customer Information disclosed under this Agreement is provided "as is, with all faults." CITY expressly disclaims all warranties and conditions of any kind, express or implied, regarding the accuracy, completeness, intended use, improper use or release, or other attributes of the Confidential Customer Information disclosed hereunder.

11. Neither of the Parties waives the right to pursue any other legal or equitable remedies that may be available in the event of actual or anticipated disclosure of Confidential Customer Information. The Parties agree that, in addition to whatever other remedies may be available to a Party under applicable law, a Party shall be entitled to obtain injunctive relief with respect to any actual or threatened violation of this Agreement by any other Party. In the event of any action or proceeding instituted by either Party in connection with this Paragraph, the prevailing party shall be entitled to seek recovery of all of its costs and expenses, including reasonable attorney's fees, incurred in connection with that action or proceeding.

12. This Agreement is made in the State of California and shall be governed by and interpreted in accordance with its laws.

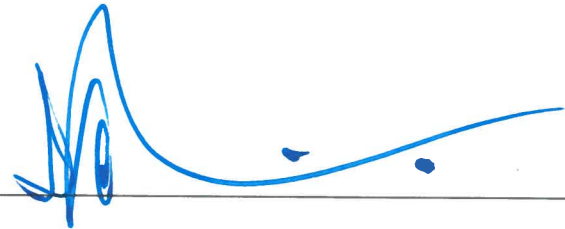
13. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of the Agreement shall remain in full force and effect.

14. This Agreement may be executed and amended in two or more counterparts, all of which shall be considered one and the same Agreement. CITY and Sonoma County may mutually agree by email or other electronic or written documentation

in counterparts to amend this Agreement to expand the categories of events subject to this Agreement at their sole discretion.

IN WITNESS WHEREOF the Parties execute this Agreement, by and through their counsel, as of the latest date set forth below.

Dated: May 19, 2020



THE CITY OF HEALDSBURG

by: David Michaelson, Healdsburg City Manager

Dated: _____

COUNTY OF SONOMA

by: _____

SAMPLE

ATTACHMENT 1**NON-DISCLOSURE CERTIFICATE**

I hereby certify my understanding that access to Confidential Customer Information is provided to me pursuant to the terms and restrictions of the Data Sharing and Non-Disclosure Agreement ("Agreement") between the City of Healdsburg ("CITY") and Sonoma County executed to permit Sonoma County to receive and use Confidential Customer Information, as that term is defined in Paragraph 1 of the Agreement, for the sole purpose of enrolling county residents in a county-operated public emergency warning system. I have received a copy of and read the Agreement, and I agree to be bound by it. I understand that any notes, memoranda, correspondence, or any other form of information that copies or discloses Confidential Customer Information shall not be disclosed other than in accordance with that Agreement, the terms and conditions of which are fully incorporated into this Non-Disclosure Certificate.

By: _____

Printed Name: _____

Title: _____

Representing: _____

Date: _____

ATTACHMENT 2**CITY RESIDENTIAL & COMMERCIAL CUSTOMER CONTACT INFORMATION
SPECIFICATIONS**

CITY will deliver Confidential Customer Information to Sonoma County in accordance with the following specifications (data elements, format, frequency of updating):

Data Elements

Customer ID
Customer Name
Premise_Address_line_1
Premise_Address_line_2
Premise City
Premise ZIP
Customer_Phone_1
Customer_Phone_2

Format

- Tab delimited text file

Frequency

- Annual delivery of information