STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES
Flood Risk Assessment and Mitigation Office (FRAMO)

CENTRAL VALLEY FLOODPLAIN EVALUATION AND DELINEATION PROGRAM

STATE ACQUIRED DATA SHARING AND MANAGEMENT WITH PUBLIC AGENCIES

Data Request/Release Agreement

DATA REQUEST/RELEASE AGREEMENT

Purpose

This document addresses how data from the Central Valley Floodplain Evaluation and Delineation Program (Data) may be shared by the California Department of Water Resources (DWR) with Public Agencies and DWR's disclaimer of liability.

Data Requests

The following basic steps should be considered by all interested parties that request DWR Data:

1. The *Data Request/Release Agreement* must be completed and signed before submission
2. This request will be processed for approval or denial
3. Depending on the Data requested, the Requestor may have to provide, at a minimum, password protected hard drive(s) or storage materials required for Data transfer
4. Please Contact Yiguo Liang at DWR for any questions

Yiguo Liang
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Flood Risk Assessment and Mitigation Office
Department of Water Resources
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Email: yliang@water.ca.gov

Legal Authority

DWR's data policy is governed by California's State Public Records law, California Government Code § 6250 *et. seq*. Records may also be subject to the Protected Critical Infrastructure Information Act of 2002 found at 6 U.S.C. § 131 et seq. and the implementing Regulation at 6 C.F.R. Part 29.

Records provided under this Agreement contain "Confidential" information and are shared with public agencies under the terms of this Agreement. Confidential information means information designated by DWR the disclosure of which is

restricted, prohibited or privileged by State or federal law. Confidential information includes, but is not limited to, information exempt from disclosure under the California Public Records Act (Government Code sections 6250-6255), personal information about individuals as provided in California Civil Code Section 1798.3 of the Information Practices Act and privileged information under the California Evidence Code. Confidential information may also include, but is not limited to, financial, appraisal, statistical, personal, engineering, technical, and other data and information related to operations or planning by DWR as permitted by law.

Protection of Confidential Information

The Requestor shall ensure that all media, including electronic media, containing Confidential information, to which the Requestor and its officers, employees, and affiliates are given access, are protected at the level of the most confidential or sensitive piece of data on the media. The Requestor shall notify DWR promptly if a security breach involving Confidential information occurs or if the Requestor becomes legally compelled to disclose any Confidential information to parties other than DWR. The Requestor agrees to notify DWR promptly of any requests for disclosure of any Confidential records provided by DWR.

All data, reports, and information compiled, developed, processed, stored or created by the Requestor or the Requestor's affiliates using Confidential information shall be protected by the Requestor and affiliates. No such data, reports, or other information in any form derived from Confidential information shall be released, published or made available to any person, except to DWR, without prior written approval from DWR.

The Requestor agrees its obligations under this Agreement shall continue until DWR terminates the Agreement. Upon termination, DWR shall notify the Requestor in writing to either (a) destroy all Confidential information; (b) return all Confidential information to DWR; or (c) retain such information beyond the termination of the Agreement. The Requestor agrees to conform to the termination option provided in the notification within 14 days of receipt of the notification.

Failure by the Requestor to adhere to these requirements may be grounds for immediate termination of the Agreement by DWR as well as imposition of civil and criminal penalties.

Disclaimer of Liability

DWR MAKES NO WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESSED OR IMPLIED, AS TO THE COMPLETENESS, ACCURACY OR CORRECTNESS OF THE DATA, NOR ACCEPTS OR ASSUMES ANY LIABILITY ARISING FROM ITS USE.

DWR will retain all ownership of the digital data it has generated and any derivative works using the digital data as its source. The Requestor agrees to immediately notify DWR in writing of any and all defects, errors, inaccuracies or any other problems with the Data discovered during Data usage.

The Requestor and DWR agree that this Agreement may only be amended in writing.

Authorization

The Requestor hereby states that he/she/it is requesting reports, maps, models, and/or other technical and nontechnical data, thereon, from the DWR. The information is Confidential as provided in this Agreement.

The application for this request and the information requested is as follows:

Data Application (project, location, etc)
Host the data set on DWR's enterprise image server for only DWR use

Data Requested (topographic, hydrologic, hydraulic, floodplain delineations, etc.)
CVFED aerial photography and LiDAR data

The Requestor warrants and represents to DWR that the signatory has full power, right and authority to enter into, and where applicable, to act as agent for the requestors' agency and to be bound to perform all the terms and conditions pursuant to this request for Data.

In witness whereof, the parties hereto have executed this Agreement:

Requestor:

Gregory R. Smith	(Printed Name)
Enterprise GIS Committee Chair	(Title)
Department of Water Resources	(Agency)
Gregory R. Smith	(Signature)
August 15, 2012	(Date)

DWR Approval:

Paul A. Marshal/	(Printed Name)
Acting Chief, FRAMO	(Title)
Department of Water Resources	(Agency)
	(Signature)
8/24/12	(Date)