

## **CONTRACT FOR PROFESSIONAL SERVICES ASSESSMENT PROGRAM CONSULTANT**

**THIS CONTRACT** ("CONTRACT"), entered into on the last signature date of the last signature required on this contract, by and between the CITY OF GAINESVILLE, a Florida municipal corporation ("CITY"), and GOVERNMENT SERVICES GROUP, INC. a Florida Corporation authorized to do business in the State of Florida ("CONSULTANT").

**WHEREAS**, CITY is desirous of utilizing PRIME CONSULTANT to assist with updating the fire services assessment methodology for Fiscal Year 2023-24 and the annual maintenance of the fire services assessment program for Fiscal Years 2024-25 through Fiscal Year 2026-27; and

**WHEREAS**, CONSULTANT is willing and capable of performing such services.

**NOW, THEREFORE**, CITY and CONSULTANT agree as follows:

### **1. SCOPE OF SERVICES**

CONSULTANT shall assist with the administration and maintenance of the non-ad valorem special assessment for fire services based on public policy established by the City within the constraints of readily available data and legal precedent as provided for in the following documents, which are referenced here to and made a part hereof as if fully contained herein:

Attachment "A" - Proposal dated January 26, 2022

### **2. TERM**

The term of this CONTRACT will commence upon final execution and shall expire September 30, 2027, unless otherwise terminated as provided herein.

### **3. COMPENSATION/PAYMENT**

CONSULTANT shall be paid in accordance with the fee schedule as described in Attachment "A" of the Scope of Services.

Invoices received from CONSULTANT pursuant to this CONTRACT will be reviewed and approved by the Strategic Initiatives Department, which shall confirm that services have been rendered in conformity with this CONTRACT and then will be processed for payment. Invoices will normally be paid within thirty (30) days following approval.

Additional expenses must be pre-approved in writing by CITY before they will be approved for reimbursement. CITY will request CONSULTANT to provide copies of paid receipts and invoices, or other documentation acceptable to CITY for any approval additional expenses.

### **4. TERMINATION**

This CONTRACT may be terminated by either party without cause upon thirty (30) days prior written notice to the other party. In the event of termination by CONSULTANT, CONSULTANT will be compensated for services rendered up to and including the day of termination, less appropriate deductions for duplication "mobilization costs" incurred by CITY for a replacement consultant.

### **5. INDEPENDENT CONTRACTOR**

CONSULTANT shall be considered an independent contractor and as such shall not be entitled to any right or benefit to which CITY employees are or may be entitled to by reason of employment. Except as specifically noted in the Contract Documents, CONSULTANT shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the CONSULTANT for the full performance of the Contract Documents.

## **6. INDEMNIFICATION**

CONSULTANT shall indemnify the CITY, its officials, agents and employees, and hold it harmless from suits, actions, damages, liability, expenses, losses and costs, including, but not limited to reasonable attorney's fees in connection with loss of life, bodily or personal injury, or property damage arising from or occasioned by any act or omission or negligence or intentional wrongdoing on the part of the CONSULTANT and other persons employed or utilized by the CONSULTANT.

## **7. SOVEREIGN IMMUNITY**

Nothing in this CONTRACT shall be interpreted as a waiver of the CITY'S sovereign immunity as granted under Section 768.28, Florida Statutes,

## **8. TIMELINESS**

The CITY and CONSULTANT further agree time is of the essence in performance of work and that work under this CONTRACT is required to be performed in an expeditious manner and with care reasonably expected of a consultant performing these duties.

## **9. VALIDITY**

If any provision of this CONTRACT is contrary to, prohibited by, or deemed invalid by applicable law, rules or regulations of any jurisdiction in which it is sought to be enforced, then such provision shall be deemed inapplicable and omitted, and shall not invalidate the remaining provisions of this CONTRACT.

## **10. RECORDS AND RIGHT-TO-AUDIT**

CONSULTANT shall maintain records sufficient to document completion of the scope of services established by the Contract Documents. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the CITY. These records shall be kept for a minimum of three (3) years after termination of the Contract. Records that relate to any litigation, appeals or settlements of claims arising from performance under this CONTRACT shall be made available until a final disposition has been made of such litigation, appeals, or claims.

## **11. INSURANCE**

A. During the term of this CONTRACT, CONSULTANT shall maintain insurance as follows:

Workers' Compensation insurance

Providing coverage in compliance with Florida Statutes

Professional Liability insurance	\$1,000,000.00 per occurrence combined single limit for bodily injury and property damage
Public Liability insurance (other than automobile) consisting of broad Form comprehensive general liability insurance including contractual coverage	\$1,000,000.00 per occurrence combined single limit for bodily injury and property damage
Automobile Liability insurance	\$500,000 per occurrence combined single limit for bodily injury and property damage
Property Damage insurance	\$500,000 per occurrence combined single limit for bodily injury and property damage

B. Prior to the effective date of this Contract, PRIMTECONSULTANT shall provide to CITY a certificate of insurance certifying such insurance and naming CITY as additional insured and that CITY will be notified in writing at least thirty (30) days before any such insurance is canceled or materially changed.

C. Insurance must be written by a company licensed to do business in the State of Florida and satisfactory to CITY.

## **12. PUBLIC RECORDS**

Florida has a very broad public records law and certain records of a CONSULTANT may be considered public records. Accordingly, by entering into an agreement with the CITY, CONSULTANT must:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the CONSULTANT or keep and maintain public records required by the public agency to perform the service. If the CONSULTANT transfers all public records to the public agency upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT KATHY STEIDLEY THE CUSTODIAN OF PUBLIC RECORDS AT (352.334.5078, [steidleyke@CITYofgainesville.org](mailto:steidleyke@CITYofgainesville.org), and 1025 NE 13<sup>th</sup> Street, Gainesville, FL 32601).**

<http://www.CITYofgainesville.org/ClerkOfTheCommission/PublicRecordsRequests/RequestingPublicRecord.aspx>

### 13. CONTACT PERSONS

Any notices from either party to the other party must be in writing and sent by certified mail, return requested, overnight courier service or delivered in person with receipt to the following:

**CITY:**

City of Gainesville  
Attn: Cynthia Curry, Interim City Manager  
P. O. Box 490 Sta 6  
Gainesville, FL 32627  
352.334.5010

**CONSULTANT:**

Sandi Walker, Sr. Project Mgr.  
Government Services Group, Inc.  
1500 Mahan Drive, Suite 250  
Tallahassee, FL 32308  
850.681.3717

### 14. E-VERIFY CLAUSE

Section 448.095, Florida Statue states the statute shall be construed in a manner so as to be fully consistent with any applicable federal laws or regulations. The Contractor shall (1) utilize the U. S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract; and (2) shall expressly require any subcontractors performing work of providing services pursuant to the Contract to likewise utilize the U. S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Alternatively, Contract shall provide proof that one of the exceptions to the E-Verify federal contractor rule applies.

### 15. DATA PROTECTION POLICY

The Parties agree to abide by City of Gainesville Data Protection Policy, G-8, attached hereto and incorporated as Attachment B. CONSULTANT agrees not to share or use for any purpose, any of the data the CITY transmits to it except as authorized in writing by the CITY before its transmission or use, or as required by law.

a. ENTIRE AGREE

### 16. ENTIRE CONTRACT

This CONTRACT constitutes the entire CONTRACT between the CITY and CONSULTANT. Any modifications, amendments or alterations shall be in writing and executed by both parties prior to becoming effective.

**IN WITNESS WHEREOF**, the Parties hereto have executed this CONTRACT, or caused to be executed by their duly authorized officials, on the day and year first written above.

**GOVERNMENT SERVICES GROUP, INC.**

**CITY OF GAINESVILLE**

\_\_\_\_\_  
**David Jahosky, Vice President**

\_\_\_\_\_  
Cynthia W. Curry, Interim City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form and Legality:

\_\_\_\_\_,  
Senior Asst CITY Attorney

January 26, 2022

**Via Electronic Mail**

Cintya Ramos, City Manager  
City of Gainesville  
200 East University Ave  
Gainesville, FL 32601

**Re: City of Gainesville - Fire Services Assessment Program: Continuing Services 4-Year Proposal**

Dear Ms. Ramos,

This correspondence is written to transmit a proposal for a four-year agreement for Government Services Group, Inc. (GSG) to assist the City of Gainesville (City) in updating the City's fire services assessment methodology for Fiscal Year 2023-24 and the annual maintenance of the fire services assessment program for Fiscal Years 2024-25 through Fiscal Year 2026-27. Accordingly, attached as Appendix A is GSG's proposed scope of services, fees, project deliverables and payment schedule.

Please review the attached scope of services and upon review and satisfactory determination, please sign where indicated to acknowledge acceptance of the scope of services and to serve as proper notice to proceed. Upon execution, please provide us with a signed copy for our files.

If you have any questions, please do not hesitate to contact me. We look forward to working with the City of Gainesville on this very important project.

Sincerely,



Sandi Walker  
Assistant Director, Government Services Division

**Corporate  
Headquarters**

1500 Mahan Drive, Suite 250  
Tallahassee, Florida 32308  
T 850-681-3717 | F 850-224-7206  
Toll-Free 866-896-4747

**Longwood  
Office**

280 Wekiva Springs Road  
Protegrity Plaza, Suite 2070  
Longwood, Florida 32779  
T 407-629-6900 | F 407-629-6963

# Appendix A

CITY OF GAINESVILLE FIRE SERVICES ASSESSMENT PROGRAM  
UPDATE FISCAL YEAR 2023-24 AND ANNUAL MAINTENANCE SERVICES  
FISCAL YEARS 2024-25 THROUGH 2026-27

# Scope of Services

## FISCAL YEAR 2023-24 – UPDATE FIRE SERVICES ASSESSMENT METHODOLOGY

- Task 1: Evaluate Reports and Research Issues** Evaluate the City's ad valorem tax roll information, fire call data, agreements, reports and other data pertaining to the provision of fire rescue services.
- Task 2: Identify Full Costs of Service** Identify the full cost of the fire protection service delivery using the City's most current financial information and identify service delivery issues which may affect the apportionment methodology. Identify the alternative sources of revenue to fund the service delivery costs and determine the net service delivery revenue requirements.
- Task 3: Determine Preliminary Revenue Requirements** Determine the total fire protection assessment revenue requirements to ensure the City recovers the costs of: (a) net fire protection service delivery revenue requirements, (b) implementing the program and (c) collecting the assessments.
- Task 4: Update the Preliminary Assessment Roll** GSG will import updated Property Appraiser data to construct the preliminary annual assessment roll for the assessment program. Corrections from the City will be applied to the updated data. GSG will then create the assessment roll by programmatically applying the business rules to the data and extending the rates to the affected tax parcels according to the methodology.
- Task 5: Update Apportionment Methodology** Using the ad valorem roll and existing assessment roll, updated fire rescue incident data and revenue requirements, revise the apportionment methodology and apply to the assessment roll database to test the data validity and legal sufficiency. Revise the apportionment methodology, as necessary.
- Task 6: Calculate Proforma Schedule of Rates** Calculate proforma schedule of rates based on the apportionment methodology and revenue requirements for the Fiscal Year 2023-24 assessment program.
- Task 7: Prepare and Present Assessment Memorandum** Prepare and present an Assessment Memorandum which documents proposed modifications to apportionment methodology and proforma assessment rates.
- Task 8: Preliminary and Annual Assessment Resolutions** GSG will advise and assist the City's legal counsel in drafting the implementing assessment resolutions that conform to the existing fire services assessment ordinance and the City's policy decisions.
- Task 9: Implementation** Advise and assist with the requirements for the adoption of the annual assessment rate resolution and certification of the assessment roll in accordance with Section 197.3632, Florida Statutes, including:
- (a) Produce TRIM Roll and Data Export** After verification of final rates for the assessment program, GSG will produce the data exports needed for the production of TRIM notices. Data exports for TRIM notices will be transmitted as necessary to the Property Appraiser's office, per their specification.
  - (b) Development and Distribution of First Class Notice** Assist the City in developing the first class notice and its distribution to any affected property owners if required.

- Task 10: Create Final Assessment Roll** GSG will update the assessment roll with any corrections and updates received from the City. Final rates will be verified and extended to the updated data in order to create the final assessment roll. The final roll will be provided to the City.
- Task 11: Certify, Export and Transmit the Final Assessment Roll in Conformance with Uniform Method** Using the final assessment roll, GSG will prepare export files on compatible electronic medium capable of merger with the ad valorem tax roll files and will transmit the file to the Tax Collector in the prescribed format.
- Task 12: Calculate and Provide the Interim Assessment Table for the Building Department** Based on the final rates, GSG will calculate and provide the Interim Assessment Table for the Building Department in Excel format.

## FISCAL YEARS 2024-25 THROUGH 2026-27 – ANNUAL ASSESSMENT MAINTENANCE

- Task 1: Base Retainer Services for Current Fiscal Year Assessment Program** GSG will be retained to administer the current fiscal year assessment program and maintain the assessment roll database. Such retainer services will include GSG's availability to respond to requests for information or assistance from City staff regarding all aspects of the current assessment program. In addition, GSG will prepare the critical events schedule for the upcoming fiscal year to ensure adherence to statutory deadlines and will maintain the current fiscal year database in a manner that ensures data availability to specific requests.
- Task 2: Update the Preliminary Assessment Roll** GSG will import updated Property Appraiser data to construct the preliminary annual assessment roll for the assessment program. Corrections from the City will be applied to the updated data. GSG will then create the assessment roll by programmatically applying the business rules to the data and extending the rates to the affected tax parcels according to the methodology.
- Task 3: Pro-Forma Rate Scenarios** As requested by the City, GSG will provide rate-scenarios to assist in budget analyses and assessment program planning.
- Task 4: Final Rates** GSG will calculate/confirm the proforma schedule of rates based on the apportionment methodology and revenue requirements for the Fiscal Year's assessment program.
- Task 5: Preliminary and Annual Assessment Resolutions** GSG will advise and assist the City's legal counsel in drafting the implementing assessment resolutions that conform to the existing fire services assessment ordinance and the City's policy decisions.
- Task 6: Implementation** Advise and assist with the requirements for the adoption of the annual assessment rate resolution and certification of the assessment roll in accordance with Section 197.3632, Florida Statutes, including:
- (a) Produce Notice Roll and Data Exports** After verification of final rates for the assessment program, GSG will create the notice roll by applying the rates to the assessment roll. GSG will then produce the data exports needed for the production of TRIM notices or other notification processes, if required. Data exports for TRIM notices or other notifications will be transmitted as necessary to the Property Appraiser's office or other designated entities, per their specifications.
  - (b) Development and Distribution of First Class Notice** GSG will assist the City in developing the first class notice and its distribution to any affected property owners if required.



- Task 7: Create Final Assessment Roll** GSG will update the assessment roll with any corrections and updates received from the City. Final rates will be verified and extended to the updated data in order to create the final assessment roll. The final roll will be provided to the City.
- Task 8: Certify, Export and Transmit the Final Assessment Roll in Conformance with Uniform Method** Using the final assessment roll, GSG will prepare export files on compatible electronic medium capable of merger with the ad valorem tax roll files and will transmit the file to the Tax Collector in the prescribed format.
- Task 9: Calculate and Provide the Interim Assessment Table for the Building Department** Based on the final rates, GSG will calculate and provide the interim Assessment Table for the Building Department in Excel format.

## FEES AND COSTS

For the professional services and specialized assistance provided by GSG for updating the City's fire services assessment methodology for Fiscal Year 2023-24, we will work under a professional fee arrangement of \$60,000. Except as noted below, the fee includes reimbursement for all out-of-pocket expenses. The fee for professional services for Fiscal Year 2023-24 includes two (2) on-site visits by GSG to the City.

For the professional services and specialized assistance provided by GSG for annual maintenance services (Fiscal Years 2024-25 through 2026-27), we will work under a professional fee arrangement of \$15,000 annually. Except as noted below, the fee includes reimbursement for all out-of-pocket expenses. The fee for professional services for Fiscal Years 2024-25 through 2026-27 does not include any on-site visits by GSG to the City.

Any additional on-site meetings by GSG may be arranged at our standard hourly rates provided below. All expenses related to these requested meetings will be billed in accordance with section 112.061, Florida Statutes. If necessary, in lieu of on-site visits, periodic telephone conference calls may be scheduled to discuss project status.

The standard hourly rates for GSG are as follows:

### GOVERNMENT SERVICES GROUP, INC.

Senior Advisor .....	\$285
Vice President/Managing Director.....	\$285
Assistant Director .....	\$235
Project Manager/Project Coordinator.....	\$185
Database Analyst/Technical Services .....	\$150
Lead Project Analyst .....	\$100
Project Analyst.....	\$ 90
Administrative Support .....	\$ 75

The lump sum fee does not include the costs of producing and mailing first class notices, if required. Mailing and production costs depend on the number of assessable parcels of property within the assessment program area, but average approximately \$1.44 per parcel. Payment of mailing and production costs is due at the time of adoption of the initial assessment resolution or like document. For non-domestic notices, mailing charges will include the actual amount of postage beyond the domestic rate. Should U.S. postage rates increase prior to mailing, the additional postage per notice will be charged.

The City is responsible for any costs incurred to obtain information from the property appraiser or other public officials that is necessary for the assessment program.

The City is responsible for working with the Property Appraiser to obtain the necessary information for properties with exempt “home addresses” pursuant to Section 119.071, Florida Statutes.

The City is responsible for any and all newspaper publications, including, but not limited to, making arrangements for publications and any costs associated therewith.

Please note that GSG works with the premise of developing and implementing assessment programs with an eye on potential legal challenges in an attempt to maximize both the efficiency and the effectiveness of any defense. Nonetheless, the fees outlined above for professional services do not include any provision for litigation defense. Accordingly, in the event there is a legal challenge, GSG would be available, on an hourly basis, to assist the City in its defense.

## DELIVERABLES SCHEDULE

<b>Deliverable</b>	<b>Schedule</b>
<b>Fiscal Year 2023-24 (Update Methodology)</b>	
Notice to Proceed	By September 2022
Kick-off Meeting/Data Collection	October 2022 – January 2023
Data Analysis	October 2022 – January 2023
Determine Net Revenue Requirements	November 2022 – January 2023
Review/Update Assessment Roll	December 2022 – March 2023
Develop Updated Assessment Methodology	December 2022 – March 2023
Calculate Proforma Assessment Rates	January – March 2023
Prepare and Present Assessment Report	March – April 2023
Preliminary Rate Resolution	June 2023
TRIM Notices Mailed	August 2023
City Publishes Notice	August 2023
Annual Rate Resolution	August – September 2023
Certify Assessment Roll	By September 15, 2023

<b>Deliverable</b>	<b>Schedule</b>
<b>Fiscal Years 2024-25 through 2026-27 (Annual Maintenance)</b>	
Ongoing Retainer Services	As Needed
Determine Net Revenue Requirements	April – May
Develop Preliminary Assessment Roll	April – May
Review/Confirm Annual Assessment Rates	April – June
Preliminary Rate Resolution	June
Mail TRIM Notices	August
City Publishes Notice	August
Annual Rate Resolution	August – September
Certify Assessment Roll	by September 15 <sup>th</sup>

## **EXPECTATION FOR INVOLVEMENT OF CITY STAFF**

GSG's proposal is based on the assumption that the City will be an active participant in collecting and providing the necessary information required to develop the updated fire assessment methodology.

GSG also expects City staff to provide timely direction regarding the resolution of issues or assistance in obtaining additional data.

Any delays in GSG's ability to obtain necessary information and/or data or receive timely direction from City staff will impact the project schedule and could result in a delay in implementation.

## **ASSUMPTIONS**

GSG has identified the following assumptions that are integral to our proposal. Should these assumptions not be accurate, GSG will discuss with the City to develop a mutual understanding of such conditions. The change in assumptions may impact the project fees, deliverables, or timeline. These assumptions are:

- The City agrees to limit GSG's liability arising from GSG's professional acts, errors or omissions such that the total liability of GSG shall not exceed GSG's total fee for the services rendered on this project.
- GSG does not provide legal advice, legal opinions, or guarantee legal sufficiency. GSG covenants and agrees to use its best efforts to assist in accomplishing the City's objectives. GSG cannot provide any indemnification or guarantee relative to any challenge to the City by a third-party. GSG's obligation is to share its experience and provide our best efforts in providing a reasonable analysis and approach to the development of our analysis. Errors or omissions in the development of our analysis will be addressed, any remedy or cure resulting from an administrative error or omission by GSG, and the direct costs related thereto shall be provided by GSG at no additional charge to the City.

## PAYMENT SCHEDULE

The lump sum fee for professional services and specialized assistance will be due and payable on the following schedule, assuming that notice to proceed is received by September 2022. If notice to proceed occurs after this date, payment will be adjusted based on the anticipated number of months remaining to complete the project.

Payment	Schedule
<b>FY 2023-24</b>	
25% of professional fees – \$15,000	December 2022
25% of professional fees – \$15,000	January 2023
25% of professional fees – \$15,000	April 2023
25% of professional fees – \$15,000	September 2023
<b>Total Fiscal Year 2023-24-- \$60,000</b>	
<b>FY 2024-25</b>	
50% of professional fees – \$7,500	May 2024
50% of professional fees – \$7,500	August 2024
<b>Total Fiscal Year 2024-25 -- \$15,000</b>	
<b>FY 2025-26</b>	
50% of professional fees – \$7,500	May 2025
50% of professional fees – \$7,500	August 2025
<b>Total Fiscal Year 2025-26 -- \$15,000</b>	
<b>FY 2026-27</b>	
50% of professional fees – \$7,500	May 2026
50% of professional fees – \$7,500	August 2026
<b>Total Fiscal Year 2026-27 -- \$15,000</b>	

## ACCEPTED AND AGREED TO:

By: \_\_\_\_\_  
City of Gainesville

\_\_\_\_\_  
Date



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## Human Resources Policies

## Number G-8 New Policy

### Data Protection Policy

The City of Gainesville works to deliver a safe, livable, and well-run municipal government. Our vision is for all the neighbors of City of Gainesville to have access to safe and affordable municipal services that treat everyone with dignity and support vibrant, inclusive communities. As we work to achieve our responsibilities of health, safety, and welfare, we also have a responsibility to protect individual privacy and promote municipal services free from discrimination and the exploitation of personal data.

These principles are designed to process the data minimally necessary for our stated goals and to apply strong privacy protections and security protocols.

The City of Gainesville requires that parties under contract or agreement with the City of Gainesville to comply with these principles. A copy of this policy shall be attached to and incorporated in all agreements that encompass storing, capturing, and transferring of electronic data with the City of Gainesville. This policy creates a consistent standard for the transfer, use, and protection of data obtained by the City of Gainesville and from parties under contract with the City;

City of Gainesville will apply the following data protection standards to all governmental data<sup>1</sup> collected, stored or used:

1. Data minimization: City of Gainesville (inclusive of parties under contract) will collect or obtain data solely to meet the specific operational and safety needs of City of Gainesville objectives.
  - a. Aggregation, obfuscation, de-identification, and destruction: Where possible, City of Gainesville (inclusive of parties under contract) will aggregate, de-identify, obfuscate, or destroy raw data where it is not needed, in accordance with Chapter 119, Florida Statutes.

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<sup>1</sup> Governmental data is defined as data which describes the operations of the City of Gainesville; electronic records which the City of Gainesville maintains to do its business; statistical information created or maintained by or on behalf of and the City of Gainesville that records a measurement, transaction, or determination related to the mission of the city.

- b. Methodologies for aggregation, de-identification, and obfuscation of data will rely on standards established or promulgated by City of Gainesville and will evolve over time as new methodologies emerge.
- 2. Access limitation: City of Gainesville will limit access to raw data to what is required for operational and regulatory needs as established by City Commission or Charter Officer.
  - a. Law enforcement and other government or quasi-government agencies, whether local, state, or federal will not have access to personal data other than as required by law, such as a court order, subpoena, or other legal process. [TO BE CLEAR, THE CITY OF GAINESVILLE WILL MAKE NO DATA AVAILABLE TO LAW ENFORCEMENT AGENCIES THAT IS NOT ALREADY AVAILABLE TO LAW ENFORCEMENT AGENCIES.]
  - b. Similarly, City of Gainesville will prohibit any contractor or other third-party access or use of data for non-municipal purposes without the consent of the City Commission.
- 3. Data categorization: City of Gainesville designates data as subject to disclosure subject to the exemptions contained within Section 119.071, Florida Statutes.
- 4. Security: The City of Gainesville and any third parties conducting work will enact appropriate administrative, physical, and technical safeguards to properly secure and assure the integrity of data, being consistent with NIST recommended policies and best practices on data management in accordance with data type collected. Additional security may be required for specific data collection in conformity with GSI-SL (General Records Schedule GS1-SL for State and Local Government Agencies). The City of Gainesville and any third party entrusted with data will conduct ongoing security testing in various forms to audit and improve security protections, consistent with the City of Gainesville's information technology policies and practices.
- 5. Transparency for the public: The City of Gainesville has adopted an Open Data Policy (Resolution 180445) to promote transparency and may share data with the public through an Open Data Portal to increase transparency, accountability and customer service and to empower companies, individuals, and non-profit organizations with the ability to harness a vast array of useful information to improve life in our municipality. The City of Gainesville will publish a list of the data types collected and the length of time that data is retained.

Adopted: 11/04/21