



COUNTY OF LOS ANGELES

REGISTRAR-RECORDER/COUNTY CLERK

12400 IMPERIAL HWY. – P.O. BOX 1024, NORWALK, CALIFORNIA 90651-1024

CONNY B. McCORMACK
Registrar-Recorder/County Clerk

November 8, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**REQUEST APPROVAL OF MEMORANDUM OF UNDERSTANDING
WITH THE CITY OF LOS ANGELES FOR
ONLINE ACCESS TO RECORDED REAL PROPERTY DOCUMENT IMAGES
(All Districts) (3 Votes)**

**CIO RECOMMENDATION: ☒ APPROVE () APPROVE WITH MODIFICATION
() DISAPPROVE**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Registrar-Recorder/County Clerk, or her designee, to execute the attached five-year Memorandum of Understanding (Agreement) with the City of Los Angeles (LA City) to provide LA City with online access to the Department of Registrar-Recorder/County Clerk (RR/CC) recorded real property document images.
2. Delegate the authority to the Registrar Recorder/County Clerk, or her designee, to execute amendments to the Agreement extending the term of the Agreement for an additional five years in one year increments, at no additional cost to the County.
3. Delegate the authority to the Registrar Recorder/County Clerk, or her designee, to execute amendments to the Agreement to modify service needs and increase or decrease service fees, in the event that there are changes in the number of users, costs of labor, or costs of software licenses, at no additional cost to the County.
4. Authorize the Registrar Recorder/County Clerk, or her designee, to terminate the Agreement pursuant to the termination provisions contained in the Agreement if needed, provided that: (a) County Counsel and Chief Administrative Office (CAO)

approval is obtained prior to terminating the Agreement; and (b) the Board and CAO are notified in writing within fifteen (15) days of terminating the Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide the LA City with online access to RR/CC recorded real property document images. Providing LA City with online access to recorded real property document images will eliminate the need for duplication of RR/CC microfilm and improve efficiency and service delivery to LA City residents.

Implementation of Strategic Plan Goals

The recommended actions support the County Strategic Plan as follows:

Goal No. 1: Service Excellence: Provide the public with easy access to quality information and services that are both beneficial and responsive. The services to be provided pursuant to the Agreement are technology-based and user-friendly. Providing LA City with online access to RR/CC's recorded real property document images will therefore enhance public service.

Goal No. 3: Organizational Effectiveness: Ensure that service delivery systems are efficient, effective, and goal-oriented. Approval of the Agreement will convert the current service delivery system using microfilm of recorded real property document images to direct online access to such images, which will greatly improve efficiency and effectiveness in serving the public.

FISCAL IMPACT/FINANCING

Under the Agreement, LA City shall pay County \$1,147 for initial setup and \$230 annual maintenance and support fee for each LA City computer which will have online access to RR/CC's recorded real property document images, until those prices are amended as provided in the Agreement or the termination of the Agreement. LA City estimates that access will be installed on thirteen (13) LA City computers for an initial cost of \$14,911; resulting in approximately \$2,990 in annual maintenance fees thereafter.

As discussed in greater detail in the following sections of this letter below, since April 1, 2000, RR/CC has provided microfilm of recorded real property document images to LA City under LA City Purchase Order Contract Numbers (Nos.) 56776 and 57991. In fiscal years 2003-04 and 2004-05, RR/CC generated combined revenue of approximately \$484,000. Currently, LA City is no longer requesting Real Property images on microfilm.

However, with the approval of the Agreement, the foregoing reduction in revenue will be offset by cost reductions resulting from the elimination of the need to duplicate recorded real property document images microfilm. This will enable RR/CC to receive a unit price

reduction from \$0.0214 to \$0.0175 per tiff image, which translates into cost reductions in excess of \$88,000 annually for the recorded real property document images microfilm and \$19,000 annually for vital records images microfilm. The unit price reduction will be realized by switching from 5 mm thickness microfilm to a thinner 2.5 mm microfilm.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Under LA City Purchase Order Contract Nos. 56776 and 57991, RR/CC has provided microfilm of recorded real property document images to LA City. The services are provided upon request by LA City, and LA City is not contractually obligated to a minimum purchase in any contract period. Under the contract, RR/CC duplicates the recorded real property document images on microfilm. The microfilm is picked up by the LA City messenger and delivered to the Land Records Division of the City Clerk's Office, which maintains a current record of all property owners in the City of Los Angeles. The records are used to notify property owners in a timely manner of matters pending before the LA City Council that may affect their property interests. The records are also used for official LA City business by other LA City departments.

In order to provide microfilm of recorded real property document images to LA City, the duplication process requires the use of 5 mm thickness microfilm, as opposed to the thinner 2.5 mm microfilm, which frequently breaks during the duplication process. The Agreement will eliminate the need for RR/CC to duplicate recorded real property document images microfilm, as it provides LA City with online access to recorded real property document images on the RR/CC database. The service fees include software installation, license fees, software maintenance and up to two (2) hours of technical support services annually for each computer setup with the program. LA City will terminate Contract No. 57991 once the Agreement is in place.

The Agreement provides County with the ability to adjust prices as employee salaries and benefits change, audit LA City compliance with the terms and conditions of the Agreement, and terminate the Agreement with 90 days advance notice to LA City if needed.

The County's Chief Information Office concurs with the Department's recommendation.

The Chief Administrative Office has reviewed and approved this Board letter. County Counsel has approved the attached Agreement as to form.

CONTRACTING PROCESS

There was no contracting process associated with the Agreement.

IMPACT ON CURRENT SERVICES

Approval of the Agreement will provide a fast, efficient, and effective method of RR/CC providing LA City with recorded real property document images, which will better serve LA City residents and strengthen County/City partnership in improving public services.

Approval of the Agreement will also benefit County as follows:

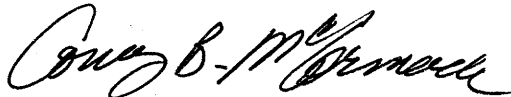
- Continuation of revenue for service provided.
- Eliminate the need to duplicate microfilm.
- Realize microfilm conversion price reduction from \$0.0214 to \$0.0175 per tiff image, which translates into total cost reductions in excess of \$107,000 annually.

CONCLUSION

Upon approval of the recommendation, it is requested that the Executive Officer/Clerk of the Board return one original stamped copy of the adopted Board letter to:

County of Los Angeles
Registrar-Recorder/County Clerk
12400 Imperial Highway, Room 7201
Norwalk, CA 90650
Attention: Ngozi Ume
Head, Management Services

Respectfully submitted,



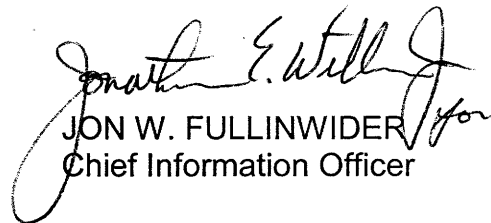
CONNIE B. McCORMACK
Registrar-Recorder/County Clerk

CBM:NU:rl

Attachment (1)

c: Chief Administrative Officer
County Counsel

Reviewed by:



JON W. FULLINWIDER
Chief Information Officer

CIO ANALYSIS

MEMORANDUM OF UNDERSTANDING (MOU) WITH THE CITY OF LOS ANGELES FOR ONLINE ACCESS OF REAL PROPERTY DEED IMAGES

CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATION
☐ DISAPPROVE

Contract Type:

☐ New Contract ☐ Contract Amendment ☐ Contract Extension
☐ Sole Source Contract ☒ MOU

New/Revised Contract Term: Base Term: N/A # of Option Yrs N/A

Contract Components:

☒ Software ☐ Hardware ☐ Telecommunications
☒ Professional Services

Project Executive Sponsor: Michael Petrucello

Budget Information :

Y-T-D Contract Amount	\$ N/A
Requested Contract Amount	\$ N/A
Aggregate Contract Amount	\$ N/A

Project Background:

Yes	No	Question
☐	☒	Is this project legislatively mandated?
☐	☒	Is this project subvented? If yes, what percentage is offset?

Strategic Alignment:

Yes	No	Question
☒	☐	Is this project in alignment with the County of Los Angeles Strategic Plan?
☒	☐	Is this project consistent with the currently approved Department Business Automation Plan?
☒	☐	Does the project's technology solution comply with County of Los Angeles IT Directions Document?
☒	☐	Does the project technology solution comply with preferred County of Los Angeles IT Standards?
☐	☒	Has data for this contract and/or project been entered into the Information Technology Tracking System (ITTS)?

Project/Contract Description:

The Department of Registrar-Recorder/County Clerk (RR/CC) is requesting your Board to delegate authority to the Registrar-Recorder/County Clerk, or her designee, to sign a Memorandum of Understanding (MOU) with the City of Los Angeles (LA City) for online access of real property images for a period of five years with five one-year renewal options. The RR/CC is also requesting delegated authority to exercise renewal options; amend the MOU if needed to reflect service changes and; terminate the MOU pursuant to the termination provisions contained in the Agreement contingent on approvals from County Counsel and the Chief Administrative Office and written notification to the Board and CAO 15 days prior to termination. Under the MOU, LA City will be charged an estimated initial set-up fee of \$14,911 and an annual maintenance fee of \$2,990.

Background:

Several LA City departments use copies or images of recorded deeds from RR/CC for various uses, including;

- Notifying property owners of City Council public hearings and meetings on issues that may impact their property interests;
- Evaluating and determining if building permits may be issued;
- Acquiring and determining disposition of easements and right-of-ways for public works projects and infrastructure;
- Evaluating and determining if a Real Property lot has been illegally subdivided/split;
- Notifying property owners of City sponsored workshops; and
- Maintaining the City's Landbase Information for Geographic Information System Mapping by referencing parcel boundaries and easement information.

Currently, LA City departments update their records using microfilmed recorded deed images purchased from the RR/CC and paper copies obtained through on-site visits to the RR/CC offices. Under this MOU, the RR/CC will install internally developed software on LA City computers to enable the city to securely view and print RR/CC real property deed images online from city offices.

Project Justification/Benefits:

Your Board's approval will better automate this largely manual process, eliminate the need for microfilm, and improve LA City access to current information to better serve city residents.

Project Metrics

The primary metric is the ability for LA City to successfully access online RR/CC real property deed images.

Impact If Proposal Is Not Approved

The City of LA's ability to access current real property deed information would be constrained if the Board does not approve this agreement.

Alternatives Considered:

No other alternatives were considered.

Project Risks:

None

Risk Mitigation Measures:

None

Financial Analysis:

Under the MOU, LA City will be charged an estimated initial set-up fee of \$14,911 and an annual fee of \$2,990.

CIO Concerns:

None

CIO Recommendations:

The CIO recommends approval of this agreement.

CIO APPROVAL

Date Received:

Prepared by:

Date:

Approved:

Date:

10/23/2005
Lucy Melendez
10/23/2005
James Smith
10/22/2005

MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF LOS ANGELES
AND
CITY OF LOS ANGELES
FOR
ONLINE ACCESS TO RECORDED
REAL PROPERTY DOCUMENT IMAGES

Prepared by:

Department of the
Registrar-Recorder/County Clerk
Finance and Management Division/Contracts Section
12400 Imperial Highway, Room 5203
Norwalk, CA 90650

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF LOS ANGELES
AND
CITY OF LOS ANGELES
FOR
ONLINE ACCESS TO RECORDED
REAL PROPERTY DOCUMENT IMAGES**

This Memorandum of Understanding ("Agreement") is made and entered into effective as of _____, 2005 by and between the County of Los Angeles, a political subdivision of the State of California ("County"), by and through its Department of the Registrar-Recorder/County Clerk ("RR/CC"), and the City of Los Angeles ("LA CITY"), by and through the LA CITY Clerk's Office ("City Clerk"). County and LA CITY are hereinafter sometimes referred to collectively as the "Parties" and each individually as a "Party."

WHEREAS, certain LA CITY departments (the "Departments") are responsible for providing various services ("Services") to residents living within the boundaries of LA CITY;

WHEREAS, in connection with the provision of the Services, the Departments use copies or images of real property documents which have been recorded with the RR/CC (such recorded documents, the "Real Property Documents");

WHEREAS, the Services requiring use of the Real Property Documents by the Departments include, but are not limited to:

- Notifying property owners of LA CITY Council public hearings and meetings on matters that may affect their property interests;
- Evaluating and determining if building permits may be issued;
- Acquiring and determining disposition of easements and right-of-ways for public works projects and infrastructure;
- Evaluating and determining if a parcel of real property has been illegally subdivided/split;
- Notifying real property owners of LA CITY-sponsored workshops.
- Maintaining LA CITY's landbase information for Geographic Information System ("GIS") mapping by referencing parcel boundaries and easement information;
- Conducting other related LA CITY business;

WHEREAS, the Departments currently access images of the Real Property Documents through (i) microfilm thereof purchased from the RR/CC, (ii) paper copies thereof obtained by Department employees from RR/CC sites, and (iii) third-party data providers;

WHEREAS, RR/CC maintains images of the Real Property Documents which are accessible online through the RR/CC Document Imaging System ("DIS");

WHEREAS, access by the Departments to images of the Real Property Documents through the DIS will provide LA CITY with the ability to view and print the Real Property Documents from multiple LA CITY locations;

WHEREAS, use of the DIS by the Departments will significantly reduce Department employee travel time to RR/CC for paper copies of the Real Property Documents; eliminate storage costs and the need for space to house microfilm; and reduce LA CITY's reliance on subscriptions to third-party data providers.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the Parties agree as follows:

A. PURPOSE.

The purpose of this Agreement is to provide the Registered Departments (as such term is defined below) with online access to the RR/CC's database of Real Property Documents through the DIS, which will allow the Registered Departments to view and print Real Property Documents from LA CITY computers for the purpose of conducting LA CITY business.

B. GENERAL TERMS AND CONDITIONS.

1. This Agreement shall take effect upon the execution hereof by the Parties, and shall expire five (5) years thereafter (hereinafter, the "Initial Term"), unless sooner terminated or extended, in whole or in part, as provided in this Agreement. Upon expiration of the Initial Term, and upon mutual agreement by the Parties, the City and County may renew this Agreement for five (5) additional one-year terms (each such additional term, hereinafter an "Extended Term") one (1) year at a time through a written amendment to this Agreement.
2. Either Party may terminate this Agreement by giving ninety (90) days prior written notice thereof to the other Party.
3. This Agreement may be modified or amended only upon the mutual written consent of the Parties

4. Departments which have registered for access to the DIS under this Agreement (the "Registered Departments") are set forth on Exhibit 1 (Registered LA CITY Departments) attached hereto and incorporated herein by this reference. Any additions, deletions or other changes to Exhibit 1 (Registered LA CITY Departments) shall be effectuated by a written amendment to this Agreement in accordance with Paragraph 3 above, provided, however, that any such change to Exhibit 1 (Registered LA City Departments) shall be made only with the prior approval of the City Clerk after consultation with the RR/CC.
5. The Registered Departments shall be subject to the terms and conditions of this Agreement.
6. The County shall provide online access to the DIS to the Registered Departments at the prices set forth on Exhibit 2 (Pricing Schedule) attached hereto and incorporated herein by this reference.
7. The County may effectuate changes to Exhibit 2 (Pricing Schedule) by a written amendment to this Agreement in accordance with Paragraph 3 above, provided, however, that (i) any such changes shall become effective the following July 1, and (ii) the County shall notify LA CITY of any such changes by written notice not less than (90) days prior to the effective date of such changes.
8. The installation of YODA (Your Online Document Access) software on LA CITY computers under this Agreement is **solely** to allow the Registered Departments to view and print Real Property Documents.
9. All printed Real Property images shall contain the overlay "For Government Use Only" imprinted on each page.
10. The County contact for this Agreement is:

Barbara Murray, Manager
Recorder and Management Systems Division
County of Los Angeles Registrar-Recorder/County Clerk
12400 Imperial Highway, Technical Services, Rm 6014
Norwalk, CA 90650
Telephone Number: (562) 462-2706
Fax Number: (562) 864-8013
E-mail Address: bmurray@rrcc.co.la.ca.us

Unless otherwise provided under this Agreement, all notices, submissions or deliveries to be made to County under this Agreement shall be directed as indicated above.

11. The LA CITY contact for this Agreement is:

Greg Allison, Director of Systems
City of Los Angeles
Office of the City Clerk – Systems
200 N. Spring Street Rm. 232
Los Angeles, CA 90012
Telephone Number: (213) 978-0351
Fax Number: (213) 978-0343
E-mail Address: gallison@clerk.lacity.org

Unless otherwise provided under this Agreement, all notices, submissions or deliveries to be made to LA CITY under this Agreement shall be directed as indicated above.

C. COUNTY RESPONSIBILITIES.

1. Upon the written request of LA CITY, County shall install YODA software on Registered Department computers which will allow access to the DIS, at the prices set forth on Exhibit 2 (Pricing Schedule).
2. County shall provide software maintenance and two (2) hours of technical support services annually for each Registered Department computer on which the YODA software have been installed pursuant to Section C, Paragraph 1 above for the price set forth on Exhibit 2 (Pricing Schedule) commencing in the fiscal year (July 1 through June 30) following the initial installation.
3. County shall invoice each Registered Department annually and no later than June 1st of each year for all amounts due and payable to County under this Agreement, and shall direct such invoice as indicated on Exhibit 1 (Registered LA CITY Departments).

D. LA CITY RESPONSIBILITIES.

1. LA CITY shall cause each LA CITY employee having access to the DIS under this Agreement to complete and execute Exhibit 3 (User Registration for Access to the Registrar-Recorder/County Clerk Data Center) attached hereto and incorporated herein by this reference, and shall submit each completed and executed form to County prior to County's installation of YODA software. Exhibit 3 (User Registration for Access to the Registrar-Recorder/County Clerk) shall also be used by LA CITY for changes or deletions to Department employees' access. LA CITY shall notify County prior to any such changes or deletions to LA CITY employees' access to the DIS. Notification shall be addressed to County's contact as set forth in Section A, Paragraph 10 of this Agreement.

2. LA CITY shall procure and cause to be installed NetManage Rumba Telnet Edition software, version 7.1.0 or higher, on each Registered Department computer which will have access to the DIS.
3. Upon written demand (invoice) by County to a Registered Department hereunder, such Registered Department shall pay to County such amounts as set forth on said written demand (invoice).
4. LA CITY shall maintain the confidentiality of all records obtained from County under this Agreement in accordance with all applicable State and Federal laws and regulations.
5. LA CITY shall restrict its use of Real Property Documents to official LA CITY business.
6. LA CITY shall inform all of its officers, employees, and agents having access to the Real Property Documents of the confidentiality provisions of this Agreement to ensure that all information is safeguarded from improper disclosure in accordance with applicable State and Federal laws and regulations.
7. The County retains the right to audit LA CITY compliance with the terms and conditions of this Agreement. In the event that an audit is conducted by County or any State or Federal auditor in connection to this Agreement, LA CITY shall be solely liable for their respective audit findings and sanctions, if any.
8. LA CITY shall be responsible for any additional cost or fees incurred in connection with its online access to the Real Property Documents, included, but not limited to, any licensing fees or costs which may be imposed by software manufacturers.
9. LA CITY shall not copy or modify County computer software without the prior express written consent of County.

E. SOFTWARE OWNERSHIP AND LICENSING.

Subject to the terms and conditions herein and any use restrictions set forth in this Agreement, County grants to LA CITY a non-exclusive, non-transferable license to use County's YODA (Your Online Document Access) software to be installed on Registered Department computers under this Agreement. The license shall commence on the effective date of this Agreement and shall continue in effect until the expiration or other termination of this Agreement.

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF LOS ANGELES
AND
CITY OF LOS ANGELES
FOR
ONLINE ACCESS TO RECORDED
REAL PROPERTY DOCUMENT IMAGES**

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding on the date first indicated above.

**CITY OF LOS ANGELES
OFFICE OF THE CITY CLERK**

FRANK T. MARTINEZ
City Clerk

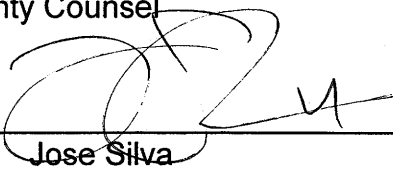
APPROVED AS TO FORM AND LEGALITY:
ROCKARD J. DELGADILLO
City Attorney

By _____
Deputy City Attorney

COUNTY OF LOS ANGELES

CONNY B. McCORMACK
Registrar-Recorder/County Clerk

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.
County Counsel

By  _____
Jose Silva
Principal Deputy County Counsel

REGISTERED LA CITY DEPARTMENTS

	User Department	Install Location/Address (include room no.)	Invoice/Billing Address	Contact Name	Contact Phone	# of Computers
1.	Office of the City Clerk	1.) Systems Division 200 N. Spring St. Rm 232 – City Hall Los Angeles, CA 90012	200 N. Spring St. Rm. 232 – City Hall Los Angeles, CA 90012 Attn: Greg Allison	Greg Allison Director of Systems	213-978-0351	1
		2.) Land Records Division 201 N. Figueroa Rm. 730 Los Angeles, CA 90012	(Same As Above)	Greg Allison Director of Systems	213-978-0351	7
2.	City Planning Department	1.) Systems and Mapping Division 200 N. Spring St. Rm. 825 – City Hall Los Angeles, CA 90012	200 N. Spring St. Rm. 825 – City Hall Los Angeles, CA 90012 Attn: Eva Yuan-McDaniel	Eva Yuan-McDaniel Director of Systems	213-978-1399	1
3.	Department of Public Works - Bureau of Engineering	1.) Mapping Division 201 N. Figueroa Rm. 1150 Los Angeles, CA 90012	201 N. Figueroa Rm. 1150 Los Angeles, CA 90012 Attn: Randy Price	Randy Price Division Manager – Mapping	213-482-7120	1
		2.) Real Estate Division 600 S. Spring St. Rm. 700 Los Angeles, CA 90012	(Same As Above)	Randy Price Division Manager - Mapping	213-482-7120	1
4.	Department of Building and Safety	1.) Financial Services 201 N. Figueroa Rm. 940 Los Angeles, CA 90012	201 N. Figueroa Rm. 1050 Los Angeles, CA 90012 Attn: David Schnitger	David Schnitger Director of Systems	213-482-6708	1
		2.) Records Management 201 N. Figueroa Rm. 790 Los Angeles, CA 90012	(Same as Above)			1

PRICING SCHEDULE

A. Start-Up Cost Per Computer:

DESCRIPTION	COST
RR/CC Set-Up Cost (Staff)	\$230.00
Software Licensing Cost	\$687.00
Annual Software Maintenance	\$130.00
Annual RR/CC Technical Support (2 Hours Maximum)	\$100.00

TOTAL \$1,147.00

B. Annual Cost Per Computer:

DESCRIPTION	COST
Annual Software Maintenance	\$130.00
Annual RR/CC Technical Support (2 Hours Maximum Per Year)	\$100.00

TOTAL \$230.00



USER REGISTRATION FOR ACCESS TO THE REGISTRAR-RECORDER/COUNTY CLERK DATA CENTER AGENCIES

- 1) Date: _____ 2) Check One: ☐ Add ID ☐ Delete ID: ☐ Change Access
3) Logon ID (change and delete only): _____

USER INFORMATION:

- 4) Full Name: _____ 5) Work Phone #: () _____
6) Agency Name: _____ 7) Supervisor: _____
8) Work Address: _____
9) Employee Status (Check and complete one):
☐ City Employee# _____ ☐ Non-Employee
10) Purpose for access: _____

CHECK REQUIRED FUNCTIONS:

RECORDER SYSTEMS

VITAL RECORDS

☐ Vital Records Inquiry

RECORDABLE DOCUMENTS

☐ Recordable Documents Inquiry

SIGNATURE APPROVAL:

13) EMPLOYEE SIGNATURE _____

14) PHONE _____

DATE _____

15) AUTHORIZING MANAGER SIGNATURE _____

16) PHONE _____

DATE _____

Forms will not be accepted if incomplete.

TECHNICAL SERVICES USE ONLY:

MANAGER, RECORDER & COMPUTING SERVICES INITIALS _____

MAJOR GROUP CODE: GR ACCOUNT #: A1130082370 BIN #: B12
RJE ACCESS NEEDED: N LOCAL SECURITY GROUP _____ TSO CODE: RV

ACF2 _____ TSO _____ NAT _____ GRPS _____ APPL _____ R/V _____ BY: _____ DATE: _____

**Return Original Forms to:
Recorder & Management Systems Division, 6th Floor, Room 6014.**

**COUNTY OF LOS ANGELES AGREEMENT FOR
ACCEPTABLE USE AND
CONFIDENTIALITY OF
COUNTY'S INFORMATION TECHNOLOGY ASSETS,
COMPUTERS, NETWORKS, SYSTEMS AND DATA**

As a Los Angeles County employee, contractor, vendor or other authorized user of County Information Technology (IT) assets including computers, networks, systems and data, I understand that I occupy a position of trust. I will use County IT assets for County management approved business purposes only and maintain the confidentiality of the County's business and Citizen's private data. As a user of County's IT assets, I agree to the following:

1. Computer crimes: I am aware of California Penal Code 502(c) - Comprehensive Computer Data Access and Fraud Act (attached). I will immediately report any suspected computer misuse or crimes to my Management.
2. Security access controls: I will not subvert or bypass any security measure or system that has been implemented to control or restrict access to computers, networks, systems or data. I will not share my computer identification codes (log-in ID, computer access codes, account codes, ID'S, etc.) or passwords.
3. Approved business purposes: I will use the County's Information Technology (IT) assets including computers, networks, systems and data for County management approved business purposes only.
4. Confidentiality: I will not access or disclose any County program code, data, information or documentation to any individual or organization unless specifically authorized to do so by the recognized information owner.
5. Computer virus and malicious code: I will not intentionally introduce any computer virus, worms or malicious code into any County computer, network system or data. I will not disable or delete computer virus detection and eradication software on County computers, servers and other computing devices I am responsible for.
6. Offensive materials: I will not access or send any offensive materials, e.g., sexually explicit, racial, harmful or insensitive text or images, over County owned, leased or managed local or wide area networks, including the public Internet and other electronic mail systems, unless it is in the performance of my assigned job duties, e.g., law enforcement. I will report to my supervisor any offensive materials observed by me or sent to me on County systems.
7. Public Internet: I understand that the Public Internet is uncensored and contains many Sites that may be considered offensive in both text and images. I will use County Internet services for approved County business purposes only, e.g., as a research tool or for electronic communication. I understand that the County's Internet services may be filtered but in my use of them I may be exposed to offensive materials. I agree to hold the County harmless should I be inadvertently exposed to such offensive materials. I understand that my Internet activities may be logged, are a public record, and are subject to audit and review by authorized individuals.
8. Electronic mail and other electronic data: I understand that County electronic mail (e-mail), and data, in either electronic or other forms, are a public record and subject to audit and review by authorized individuals. I will comply with County e-mail use policy and use proper business etiquette when communicating over e-mail systems.
9. Copyrighted materials: I will not copy any licensed software or documentation except as permitted by the license agreement.
10. Disciplinary action for non-compliance: I understand that my non-compliance with any portion of this Agreement may result in disciplinary action including my suspension, discharge, denial of service, cancellation of contracts or both civil and criminal penalties.

**CALIFORNIA PENAL CODE 502(c) "COMPREHENSIVE COMPUTER
DATA ACCESS AND FRAUD ACT"**

Below is a section of the "Comprehensive Computer Data Access and Fraud Act" as it pertains specifically to this Agreement. California Penal Code 502(c) is incorporated in its entirety into this Agreement by reference and all provisions of Penal Code 502(c) apply. For a complete copy, consult the Code directly at website www.leginfo.ca.gov/.

502.(c) Any person who commits any of the following acts is guilty of a public offense:

- (1) Knowingly accesses and without permission alters, damages, deletes, destroys, or otherwise uses any data, computer, computer system, or computer network in order to either (A) devise or execute any scheme or artifice to defraud, deceive, or extort, or (B) wrongly control or obtain money, property, or data.
- (2) Knowingly accesses and without permission takes, copies or makes use of any data from a computer, computer system or computer network, or takes or copies supporting documentation, whether existing or residing internal or external to a computer, computer system, or computer network.
- (3) Knowingly and without permission uses or causes to be used computer services.
- (4) Knowingly accesses and without permission adds, alters, damages, deletes, or destroys any data, computer software, or computer programs which reside or exist internal or external to a computer, computer system, or computer network.
- (5) Knowingly and without permission disrupts or causes the disruption of computer services or denies or causes the denial of computer services to an authorized user of a computer, computer system, or computer network.
- (6) Knowingly and without permission provides or assists in providing a means of accessing a computer, computer system, or computer network is in violation of this section.
- (7) Knowingly and without permission accesses or causes to be accessed any computer, computer system, or computer network.
- (8) Knowingly introduces any computer contaminant into any computer, computer system, or computer network.

I HAVE READ AND UNDERSTAND THE ABOVE AGREEMENT

EMPLOYEE NAME (PRINT)

EMPLOYEE SIGNATURE

EMPLOYEE NUMBER (IF COUNTY EMPLOYED) DATE

Authorizing Manager Signature

MANAGER NAME (PRINT)

MANAGER SIGNATURE

PHONE

DATE

ORIGINAL to be placed in Personnel Folder