



**BOARD REPORT**

NO. 16-188

DATE: September 09, 2016

C.D. 11

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: WESTCHESTER SENIOR CITIZENS CENTER – MEMORANDUM OF UNDERSTANDING WITH WESTSIDE PACIFIC VILLAGES FOR A DONATION OF INTERNET CONNECTIVITY THROUGH THE INSTALLATION OF DIGITAL SUBSCRIBER LINE(S) (DSL), ASSOCIATED EQUIPMENT, AND DSL SERVICE; EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 3(4) OF THE CITY CEQA GUIDELINES

AP Diaz	_____	*V. Israel	_____
R. Barajas	_____	K. Regan	_____
H. Fujita	_____	N. Williams	_____

  
\_\_\_\_\_  
General Manager

Approved  \_\_\_\_\_ Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

RECOMMENDATIONS

- 1) Accept a donation from Westside Pacific Villages, a California 501(c)(3) non-profit public benefit corporation (Donor), consisting of the provision of data service through Digital Subscriber Line(s) (DSL) and associated equipment with connectivity to the Internet at Westchester Senior Citizens Center, as more fully described in the Summary of this Report, and that appropriate recognition be given to the Donor;
- 2) Approve a proposed Memorandum of Understanding (MOU) between City and Donor with a term of three years, as shown on Attachment 1, establishing their respective roles, responsibilities, and financial relationship with respect to the furnishing, installing, maintaining, operating, and removal (when necessary) of DSL service at Westchester Senior Citizens Center, subject to the approval of the Mayor and of the City Attorney as to form;
- 3) Direct the Board Secretary to transmit the proposed MOU to the Mayor in accordance with Executive Directive No. 3, and concurrently to the City Attorney for review and approval as to form;
- 4) Authorize the Board President and Secretary to execute the MOU subsequent to all necessary approvals; and
- 5) Find that the Project is exempt from provisions of the California Environmental Quality Act pursuant to Article III, Section 1, Class 3(4) of the City CEQA Guidelines.

## BOARD REPORT

PG. 2 NO. 16-188

### SUMMARY:

Westside Pacific Villages (Donor) desires to arrange and pay for the costs of installation and use of DSL with connectivity to the Internet at Westchester Senior Citizens Center, as a donation to the City of Los Angeles (City) for the benefit and enjoyment of patrons at Westchester Senior Citizens Center (WSCC). WSCC is located at 8740 Lincoln Boulevard, Los Angeles, California 90045. The Donor hopes to benefit patrons of the facility by providing Internet connectivity for the purposes of conducting training, tutoring, and better access to information on the web.

The Donor's contribution in connection with the Project is the provision and installation of computer systems and equipment, and the payment of all associated costs and fees charged by a third-party DSL service provider for installation, maintenance, repair, and service of the DSL line(s) installed, with no cost to the Department of Recreation and Parks (RAP). The value of the DSL installation is approximately \$150.00, and monthly DSL service is approximately \$100.00 per month (\$1,200.00 per year).

The proposed Memorandum of Understanding (MOU) between the City and Donor outlines each party's respective roles, responsibilities, and financial relationship with respect to the furnishing, installing, maintaining, operating, and removing (when necessary) of DSL services at WSCC. The term of the proposed MOU commences upon its execution and terminates after three years, or earlier if either party terminates the MOU or Donor ceases to pay DSL service monthly charges for WSCC.

### ENVIRONMENTAL IMPACT STATEMENT

RAP Staff has determined that the Project consists of installation of computer equipment and provision of Internet service for public use involving negligible or no expansion of facility use. Therefore, the Project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 3(4) of the City CEQA Guidelines.

### FISCAL IMPACT STATEMENT

Acceptance of this donation results in no fiscal impact to the RAP General Fund as Westside Pacific Villages will be solely responsible for all costs and expenses associated with the provision of Internet access at Westchester Senior Citizens Center.

This Report was prepared by Alex Yee, Director of Systems, Systems Division, and Carolyn James, Principal Recreation Supervisor II, Pacific Region Operations.

### LIST OF ATTACHMENTS

- 1) Proposed Memorandum of Understanding with Westside Pacific Villages

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE CITY OF LOS ANGELES**  
**AND**  
**WESTSIDE PACIFIC VILLAGES**  
**FOR DATA CONNECTIVITY AT THE WESTCHESTER SENIOR CITIZENS CENTER**

**THIS MEMORANDUM OF UNDERSTANDING** (hereinafter "MOU") is made and entered into this \_\_\_\_ of \_\_\_\_\_, 201\_\_, by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners, (hereinafter referred to as "CITY"), and Westside Pacific Villages, a California 501(c)(3) non-profit public benefit corporation, (hereinafter "WPV"). CITY and WPV may be referred to collectively herein as "PARTIES", and individually as "PARTY".

**WHEREAS**, the Department of Recreation and Parks (RAP) owns and operates the Westchester Senior Citizens Center (hereinafter "WESTCHESTER SCC"), located at 8740 Lincoln Boulevard, Los Angeles, California 90045; and,

**WHEREAS**, WPV is incorporated as a California 501(c)(3) nonprofit public benefit corporation whose mission is to help older adults (55+) remain as active and independent as possible, in the comfort and security of their own homes and neighborhoods, by providing services and programs that promote healthy and engaged living; and,

**WHEREAS**, the purpose of this MOU is to establish the respective roles, responsibilities, and financial relationship between RAP and WPV, with respect to furnishing, installing, maintaining, operating and removing of Digital Subscriber Line (DSL) service, with connectivity to the Internet, for the purpose of conducting training, tutoring, and general access to the public at WESTCHESTER SCC.

**NOW, THEREFORE**, in consideration of the covenants and conditions contained herein, and the performance thereof, the PARTIES hereto mutually agree as follows:

CITY and WPV hereby agree and understand as follows:

**1. PARTIES**

CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS:  
Michael A. Shull, General Manager  
221 N. Figueroa Street, Suite 350  
Los Angeles, CA 90012  
Telephone: (213) 202-2633

WESTSIDE PACIFIC VILLAGES:  
Carol Kitabayashi, Executive Director  
8939 South Sepulveda Boulevard, Suite 326  
Los Angeles, California 90045  
Telephone: (310) 695-7030

## **2. PURPOSE**

The purpose of this MOU is to clarify the roles and responsibilities between RAP and the WPV in regard to the installation and use of a Digital Subscriber Line (DSL) at WESTCHESTER SCC in connection with a computer program to be conducted by WPV and to ensure that all RAP regulations are followed in the use of computers or other devices and Internet connectivity.

This MOU is in addition to any other permits or agreements between RAP and WPV that may be required in the future or may exist with regard to the conduct of other activities at WESTCHESTER SCC.

## **3. TERM**

The term of this MOU shall commence upon its full execution by the PARTIES hereto (Effective Date), and shall expire three (3) years from the Effective Date (hereinafter, "TERM") or when WPV ceases to pay for DSL service at WESTCHESTER SCC, or if RAP determines that the DSL service is causing any disruption to the operation of WESTCHESTER SCC.

This MOU may be revoked by either PARTY upon sixty (60) calendar days advanced written notice to the other PARTY; or immediately for default of any terms or conditions set forth herein if such default is not cured within thirty (30) days of receiving written notice of such default by either PARTY. If in the future a third-party elects to pay for the DSL service (other than WPV), such third-party and WPV shall arrange for the transfer of billing to the third-party and notify the RAP representative listed in Section 9 of this MOU, so that a replacement MOU can be prepared and executed between CITY and the third-party.

## **4. OBLIGATIONS OF PARTIES**

RAP and WPV hereby understand and agree to the following:

WPV shall be responsible for arranging for the purchase and installation of a DSL connection and any associated equipment or software at WESTCHESTER SCC.

WPV agrees to not bring into WESTCHESTER SCC, install, or alter, any equipment that could potentially harm WESTCHESTER SCC patrons, staff, assets, grounds, or the facility.

WPV shall be solely responsible for the maintenance, repair, and/or replacement of any computers, equipment, and/or software that WPV brings into, installs or uses at WESTCHESTER SCC, regardless of reason, including vandalism, theft, or misuse.

CITY shall not be responsible for theft, damage or destruction of WPV computers, equipment, or software, unless such theft, damage, or destruction is the result of the willful negligence of CITY or its employees.

WPV shall expend reasonable efforts to configure hardware devices and install software to block Internet pornographic content and malicious software from the WPV DLS service.

CITY recognizes that the computer systems and other Internet connected devices being brought into WESTCHESTER SCC by the members of WPV are the property of such members of the WPV. To ensure a safe working and learning environment, RAP has guidelines that must be followed for appropriate Internet usage while on RAP property, regardless of the ownership of such equipment. A copy of the RAP Internet and Computer Use Policies are attached hereto and incorporated herein by reference as Exhibit A. Members of the WPV must fully comply with these rules when accessing the Internet on RAP property.

During the TERM of this MOU, RAP shall allow WPV, its employees, and agents, appropriate access to WESTCHESTER SCC, for the purpose of installation and maintenance of the DSL service.

## **5. COST AND FEES**

WPV shall pay all costs and fees associated with the installation, maintenance, repair, and service of such DSL line(s) installed pursuant to the terms and conditions of this MOU. WPV agrees to make arrangements for direct invoicing and payments between WPV and applicable service providers, vendors, and /or contractors. No fees shall be charged by RAP for WPV's installation of the DSL lines or service at WESTCHESTER SCC. RAP shall not be responsible or liable for any costs or fees in connection with this DSL service, or its removal.

## **6. TRANSFER OR SUBLETTING**

No rights granted herein to WPV may be assigned or transferred without the express written permission of RAP, nor may the use or right to use the DSL service be sublet or permitted in any way to any other individual or organization without the mutual consent of PARTIES.

## **7. RESTORATION OBLIGATIONS**

At the end of the TERM, or upon termination of this MOU by either PARTY, WPV agrees that it shall be responsible for the removal of all equipment and Internet connections at WPV's own cost and expense. As such, WPV agrees to pay any and all charges resulting from the removal of the equipment and connections. Other than normal wear and tear, WPV shall immediately repair any damage(s) to WESTCHESTER SCC caused by DSL service installation, use, or its removal.

## **8. INDEMNIFICATION**

Except for the active negligence or willful misconduct of CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, WESTSIDE PACIFIC VILLAGES undertakes and agrees to defend, indemnify and hold harmless the CITY and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including WESTSIDE PACIFIC VILLAGES'S volunteers, employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any

manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this MOU by WESTSIDE PACIFIC VILLAGES or its volunteers and subcontractors of any tier. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this MOU and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of clause shall survive expiration or termination of this MOU.

## **9. DEPARTMENT COORDINATION**

Ms. Carolyn James, Principal Recreation Supervisor, or her designee, shall be RAP's representative for activities at WESTCHESTER SCC authorized under this MOU. Ms. James can be reached at (310) 548-7675.

## **10. INSURANCE**

WPV shall obtain and keep in force an insurance policy which covers all operations conducted pursuant to this MOU. Such insurance policy must also insure CITY, and comply with the Office of the City Administrative Officer's Insurance Requirements stipulated on Form Gen. 146 (Rev. 9/06), attached hereto and incorporated herein by reference as Exhibit B. Instructions and Information for submitting insurance to the CITY [Form Gen. 133 (Rev. 05/12)] are attached hereto and incorporated herein by reference as Exhibit C. CITY, based upon advice of the CITY Risk Manager, may increase or decrease the amounts of required insurance coverage within thirty (30) days' advance written notice to WPV.

## **11. PUBLICITY**

PARTIES agree to cooperate and coordinate with respect to the nature, text, and timing of any press release or public announcement(s) concerning the existence of this MOU, the use or promotion of WESTCHESTER SCC, and/or construction or installation of any improvements at WESTCHESTER SCC, except as may be legally required by applicable laws, regulations, or judicial order. PARTIES agree to notify each other in writing of any press release, public announcement, marketing, or promotion of WESTCHESTER SCC if related to this MOU. Further, any press release, public announcement, marketing materials, or brochures prepared by either PARTY, shall appropriately acknowledge the contributions of both PARTIES. To the extent stipulated in any grant agreement, PARTIES shall duly notify any grantors, and each other, prior to any public or media event publicizing the accomplishments funded by any such grant agreement, and shall provide the opportunity for attendance and participation by grantor representatives. Further, PARTIES shall coordinate the scheduling and organization of any public or media event to provide the opportunity for attendance and participation by officials and/or representatives of both PARTIES; including elected officials and other public officials. Similarly, any document, written report, or brochure prepared by either PARTY, in whole or in part pursuant to the acquisition of property and/or installation of improvements, shall contain any acknowledgements required under any grant agreement.

WPV agrees that any public release or distribution of information related to this MOU or related projects, programs or services, shall include the following statement at the beginning or introduction of such release:

"In collaboration with the City of Los Angeles Department of Recreation and Parks"

## **12. SIGNAGE**

No signs or banners of any kind may be displayed unless previously approved in writing by RAP, subject to additional approval by the Board of Recreation and Park Commissioners (BOARD) if applicable. CITY may require removal or refurbishment, at WPV's expense, of any sign previously approved. If required, additional requirements for the installation of signage shall be stipulated in a separate project permit or agreement, in accordance with CITY policies and sign laws.

## **13. NOTICES**

Any notice, request for consent, or statement ("Notice"), that RAP or WPV is required or permitted to give or cause to be given to the other, shall be in writing and shall be delivered or addressed as set forth below. Either RAP or WPV may designate a different address for any Notice by written statement to the other in accordance with the provisions of this Section. Notices shall be delivered personally or sent by reliable courier providing tracking services, or by deposit with the United States Postal Service with prepaid postage and return receipt requested.

**14.** All Notices shall be addressed as follows:

If to RAP:                      Attn: Alex Yee, Director of Systems  
Information Technology Division  
City of Los Angeles Department of Recreation and Parks  
221 N. Figueroa Street Suite 450  
Los Angeles, CA 90012

Telephone: (213) 202-3290

If to WPV:                      Carol Kitabayashi, Executive Director  
Westside Pacific Villages  
8939 South Sepulveda Boulevard, Suite 326  
Los Angeles, California 90045

Telephone: (310) 695-7030

## **15. NO JOINT VENTURE OR AGENCY RELATIONSHIP**

Nothing herein contained shall be construed to place the PARTIES to this MOU in the relationship of a joint venture, association, partnership, or other form of a business organization or agency relationship. WPV shall have no power to obligate or bind CITY in any manner whatsoever. Further, under no circumstances will WPV represent itself to be an agent of the CITY or any of its departments. Nothing in this MOU may be construed to have authorized or vested in WPV the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.

## **16. RELATIONSHIP OF PARTIES**

PARTIES agree that no other party shall have any right, power, or authority to assume,

create, or incur any expense, liability, or obligation, expressed or implied, on behalf of any other party, except as expressly provided herein.

### **17. REPRESENTATIONS AND WARRANTIES**

CITY and WPV each represents and warrants to the other that it has full power and authority to execute this MOU and to perform its obligations and requirements hereunder. This MOU constitutes the valid and legal binding obligation of CITY and WPV, enforceable in accordance with its terms and conditions.

### **18. ENTIRE AGREEMENT**

Except as specified herein, this MOU shall supersede any prior oral or written understanding or communications between PARTIES and constitutes the entire agreement of the PARTIES with respect to the subject matter hereof. This MOU may not be amended or modified, except in writing and signed by both PARTIES.

### **19. INCORPORATION OF DOCUMENTS**

The following documents are incorporated and made a part hereof by reference:

- Exhibit A: Internet and Computer Use Policies
- Exhibit B: Insurance Requirements
- Exhibit C: Instructions for Submitting Insurance

The order of precedence in resolving conflicting language, if any, in the documents shall be: 1) This MOU exclusive of attachments; 2) Exhibit A; 3) Exhibit B; and 4) Exhibit C.

**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the parties have executed this MEMORANDUM OF UNDERSTANDING as of the day and year first above written.

Executed this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_

THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS

By \_\_\_\_\_  
PRESIDENT

By \_\_\_\_\_  
SECRETARY

Executed this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_

WESTSIDE PACIFIC VILLAGES, a 501(c)(3) California non-profit corporation

By \_\_\_\_\_  
EXECUTIVE DIRECTOR

By \_\_\_\_\_  
SECRETARY

Approved as to Form:

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

MICHAEL N. FEUER,  
City Attorney

By \_\_\_\_\_  
DEPUTY CITY ATTORNEY

**DEPARTMENT OF RECREATION AND PARKS  
COMPUTER INTERNET/INTRANET POLICIES AND GUIDELINES**

[Please Print] Payroll Division #: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Work Phone Number: \_\_\_\_\_

Supervisor Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature of Supervisor Distributing Policies: \_\_\_\_\_

I have read and reviewed the Department of Recreation and Parks Policies and Guidelines on the Use of City Information Systems (or "Policies and Guidelines"). By signing this form, I agree to abide by the current Policies and Guidelines and agree to keep myself informed of any changes or modifications to them. I recognize that the law and associated policy regarding the use of Internet, electronic mail, and the information systems are continually evolving. Therefore, I acknowledge and understand that my regular review of policy is required. I understand that updates to the Citywide policies and guidelines will be available on the City's intranet Web pages at (<http://rapintra/systems/internetPolicies.htm>), ([http://ita.ci.la.ca.us/netdocs/itpc\\_policy/itaintraitpc\\_policy277673397\\_09192011.pdf](http://ita.ci.la.ca.us/netdocs/itpc_policy/itaintraitpc_policy277673397_09192011.pdf)). I also understand that both web addresses should be included in my browser bookmark lists for easy reference.

Location Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Please return signed page to the Human Resources Division, 221 N. Figueroa St., Los Angeles, CA 90012. Stop # 625-24 within 5 days of receipt.

**DEPARTMENT OF RECREATION AND PARKS  
SUMMARY OF POLICIES AND GUIDELINES ON THE USE OF  
CITY INFORMATION SYSTEMS**

This document was created to advise all users on the disclosure of information created, transmitted, received and stored via the use of the Internet, City e-mail, and other computer systems (collectively referred to as the "City's Information Systems"). These policies and guidelines cover all computer systems activity at the workplace, regardless of origin of equipment or whether the computer is attached to the Department's network.

**GENERAL**

Users of the Systems waive any rights of privacy in anything they create, store, send or receive on the Department's computer system. The Department of Recreation and Parks can, but is not obligated to, monitor e-mails without prior notification. The following policies and guidelines apply to any employee using the City's Information Systems.

- The City reserves the right to monitor Internet use, all e-mail, and other computer transmissions, as well as any stored information, created or received by City employees. If there is evidence that an employee is not adhering to the policies and guidelines, the department reserves the right to take disciplinary action, including termination and/or legal action.
- The use of public resources by City employees for personal gain and/or private use such as, but not limited to, outside employment or for political campaign purposes is prohibited and punishable by disciplinary action which may include termination and/or criminal prosecution depending on the nature and severity of the transgression. The term public resource as used in this policy includes not only the unauthorized use of equipment, hardware, software or other tangible articles, but also any time spent by the employee engaging in the unauthorized use while on duty.
- Browsing internet sites, participating in chat rooms, sending or receiving e-mail, or otherwise engaging in any information exchange of a sexual or sexually explicit nature is prohibited and will result in disciplinary action which may include termination and/or criminal prosecution.
- Hacking is the unauthorized attempt or entry into any other computer. Never make an unauthorized attempt to enter any computer. Such action is a violation of the Federal Electronic Communications Privacy Act (ECPA) 18 U.S.C. 2510.
- Never copy or transfer electronic files without permission.

- Never send, post, or provide access to any confidential City materials or information.
- All data and software is subject to the Federal Copyright Laws. Every employee is to cooperate with any investigation regarding the use of his/her computer equipment whenever such investigation has been authorized by the General Manager.
- The City has no control or responsibility for content on an external server not under the control of the City of Los Angeles. Some information may be offensive and/or unsuitable for dissemination.
- Actively disclaim speaking for the City of Los Angeles unless you have authority to do so. Note that if you use a City of Los Angeles system to post to Internet mailing Lists and Usenet News Groups, the City's name is carried along with what you post in (at least) the headers. The "standard" disclaimers attached to many articles are meaningless if the reader finds the article offensive.
- Employees must not use the system to solicit for personal business endeavors or undertakings that are not job related, or assist others in doing so.

## INTERNET

- The Internet must not be used to violate any law, regulation, or City policy.
- Employees must not visit sexually explicit, offensive or otherwise inappropriate web sites, including racist or "hate" web sites. Such sites not only violate this policy but may also violate the sexual harassment policy.
- Employees must not engage in computer games or gambling activities.
- The Internet must not be used to commit any crime, including but not limited to sending obscene e-mails over the Internet to annoy, abuse, threaten, or harass another person.
- Employees must not use the system to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior management authorization.
- Downloading a file from the Internet can bring viruses with it. Scan all downloaded files with City standard virus prevention software.
- Downloading and installing of screen savers, shopping utilities, and desktop pictures that did not come with the machine may cause loss of both data and productivity due to conflicts with the installed program and the system. Programs

that go to the internet and self update also consume bandwidth. Do not install any of these programs without the express permission of the System Group.

- If you are using information from an Internet site, you should verify the integrity of that information. Just because it is there does not mean that it is accurate or valid.

## E-MAIL

The Department's e-mail system is provided to employees for the purpose of conducting legitimate City business. All messages distributed via the department's e-mail system are the property of the City of Los Angeles, and therefore can be monitored by the Department.

The following rules are to be strictly adhered to. It is prohibited to:

- Send or receive your Internet Service Provider (ISP) e-mail via the internet (e.g., Yahoo Mail, Hot Mail, AOL, Earthlink, etc.)
- Send or forward e-mails containing offensive or disruptive content, which includes, but is not limited to defamatory, offensive, racist, or obscene remarks. If you receive an e-mail of this nature, you must promptly notify your supervisor.
- Send unsolicited e-mail messages or chain e-mail
- Send e-mail using another person's e-mail account without permission of the user
- Send an attachment that contains a virus
- Forward employees' e-mail addresses to internet sites
- Forward your work e-mail to your personal Internet Service Provider (ISP) e-mail account (the permission of your supervisor is required should you specifically need to monitor work e-mail off-site)
- Forward your ISP e-mail to your work e-mail account
- Forge or attempt to forge e-mail messages or disguise or attempt to disguise identity when sending mail
- Send e-mail that requires extensive network capacity (sending unnecessary e-mail, not exercising constraint when sending very large files, or sending e-mail to a large number of recipients unnecessarily consumes network resources that are needed for critical City business)

- Send or forward confidential City and Department information without proper authorization from the management.

## SYSTEM MONITORING AND BEST PRACTICES

Incoming and outgoing messages and attachments are subject to being accessed, reviewed, disclosed or monitored – and will be monitored – at the sole discretion of the Department, in the ordinary course of business, at any time, with or without notice, and notwithstanding any password.

The Department has and reserves the right to track and monitor employee use of the Internet, including websites visited and files downloaded by employees.

All e-mails will be deleted after 60 days. If a user has sufficient reason to keep a copy of an e-mail, the message must be moved to the folder for archiving.

Do not send unnecessary attachments to e-mail.. An e-mail attachment should be no larger than 10MB if the e-mail is being sent within the City and no larger than 5MB if the e-mail is being sent outside the City.

Users should request permission from their supervisor before sending fliers regarding birthday parties, retirement luncheons, publications, funeral services, etc.

When replying to an e-mail message, routinely select “Reply to Sender” and use “Reply To All” only when absolutely necessary; always remember that selecting “Reply To All” will send your reply to each e-mail account the original message was sent to.

For important items, let senders know you have received their e-mail, even if you cannot respond in depth immediately and watch your punctuation and spelling as it can reflect on your professionalism.

Delete any e-mail messages that you do not need to have a copy of, and set your e-mail client to automatically empty your deleted items folder after a set number of days, 14 to 30.

## GLOSSARY of TERMS

**Archiving E-mail:** To copy E-mail files to long-term storage.

**Attachment:** A file attached to an e-mail message.

**E-mail:** Short for electronic mail; the transmission of messages over communications networks. The messages can be notes entered from the keyboard or electronic files stored on disk. Some electronic-mail systems are confined to a single computer system or network, but others have gateways to other computer systems, enabling users to send electronic mail anywhere in the world.

**E-mail Address:** A name that identifies an electronic post office box on a network where e-mail can be sent. Different types of networks have different formats for e-mail addresses. On the Internet, all e-mail addresses have the form: For example, webmaster@sandybay.com. Every user on the Internet has a unique e-mail address.

**Electronic Mail:** Electronic Mail (e-mail) may include non-interactive communication of text, data, images or voice messages between a sender and designated recipient(s) by systems utilizing telecommunications links. It may also include correspondence transmitted and stored electronically using software facilities called "e-mail," "facsimile", or "messaging" system; or voice messages transmitted and stored for later retrieval from a computer system.

**GroupWise:** The name of the software the Department uses for E-mail.

**Guidelines:** Recommendations derived from experience and which should be used and followed.

**Hacking:** Attempting to break into another system on which you have no account or authorization.

**Home Page:** the first page of a Web site.

**HTML:** Acronym for Hypertext Markup Language. The scripting language used to create Web document.

**HTTP:** Acronym for Hypertext Transport Protocol. The network protocol used by the World Wide Web.

**Internet:** A worldwide network of networks, connecting informational networks communication through a common communications language, or "protocol".

**Internet Service Provider (ISP):** A company that provides access to the Internet. Many ISP web sites are available from any computer that is connected to the internet thereby allowing a user to access their account and retrieve e-mail.

**Intranet:** Internal corporate Web site. Intranets are shielded from external Internet users by a firewall.

**Mailbox:** An area in memory or on a storage device where e-mail is placed. In e-mail systems, each user has a private mailbox.

**Mailing list:** A service that sends e-mail to everyone on a list whenever e-mail is sent to the service, permitting a group of users to exchange e-mail on a particular topic.

**Netiquette:** A combination of "network" and "etiquette." It is the practice of good manners in a networked environment.

**Policy:** Primary objectives of the City of Los Angeles as contained in this document.

**Standards:** Departmental directions or instructions describing how to achieve policy. Mandatory statement of direction.

**Users:** The public and City employees.

**Vendors:** Any private person or business enterprise.

**Virus:** A program or piece of code that is loaded onto your computer without your knowledge and runs against your wishes. Viruses can also replicate themselves. All computer viruses are manmade. A simple virus that can make a copy of itself over and over again is relatively easy to produce. Even such a simple virus is dangerous because it will quickly use all available memory and bring the system to a halt. An even more dangerous type of virus is one capable of transmitting itself across networks and bypassing security systems.

### Required Insurance and Minimum Limits

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

Agreement/Reference: \_\_\_\_\_

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)

WC Statutory

EL \_\_\_\_\_

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

General Liability

Products/Completed Operations

Sexual Misconduct

Fire Legal Liability

Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)

Professional Liability (Errors and Omissions)

Discovery Period 12 Months After Completion of Work or Date of Termination

Property Insurance (to cover replacement cost of building - as determined by insurance company)

All Risk Coverage

Boiler and Machinery

Flood

Builder's Risk

Earthquake

Pollution Liability

Surety Bonds - Performance and Payment (Labor and Materials) Bonds 100% of the contract price

Crime Insurance

Other: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CITY OF LOS ANGELES**  
**INSTRUCTIONS AND INFORMATION**  
**ON COMPLYING WITH CITY INSURANCE REQUIREMENTS**

(Share this information with your insurance agent or broker)

1. **Agreement/Reference** All evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the best method of submitting your documents. **Track4LA**<sup>®</sup> is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format – the CITY is a licensed redistributor of ACORD forms. **Track4LA**<sup>®</sup> advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA**<sup>®</sup> at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 that have been approved by the State of California may be accepted, however *submissions other than through Track4LA<sup>®</sup> will significantly delay the insurance approval process as documents will have to be manually processed.* All Certificates must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Completed **Insurance Industry Certificates other than ACORD 25 Certificates** are sent electronically to [CAO.insurance.bonds@lacity.org](mailto:CAO.insurance.bonds@lacity.org).

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **Track4LA**<sup>®</sup>, the CITY's online insurance compliance system, at <http://track4la.lacity.org>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **Track4LA**<sup>®</sup> at <http://track4la.lacity.org>.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at ([www.2sparta.com](http://www.2sparta.com)), or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.