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COUNTY OF LOS ANGELES

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF LONG BEACH

AND

COUNTY OF LOS ANGELES OFFICE OF THE ASSESSOR

FOR

**ACCESS TO CITY OF LONG BEACH LASERFICHE ENTERPRISE
CONTENT MANAGEMENT SYSTEM**

May 2014

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**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE CITY OF LONG BEACH AND THE COUNTY OF LOS
ANGELES OFFICE OF THE ASSESSOR FOR
ACCESS TO CITY OF LONG BEACH LASERFICHE ENTERPRISE CONTENT
MANAGEMENT SYSTEM**

This Memorandum of Understanding ("Agreement") is made and entered into effect as of MAY 14, 2014 by and between the City of Long Beach ("City"), and the County of Los Angeles Office of the Assessor ("Assessor"). City and Assessor are hereinafter referred to collectively as the "Parties" and each individual as a "Party".

I. PURPOSE

The purpose of this Agreement is to provide Assessor with online access to view the City's Laserfiche Enterprise Content Management System ("LECMS") for the sole purpose of conducting official Assessor business.

By having access to the City's LECMS, the Assessor is able to remotely obtain valuable information pertaining to building plans and permits relative to property records and pertinent information relating to the proper assessment of property.

II. SCOPE

Pursuant to this Agreement, City will provide Assessor with online access to the City's LECMS to view the building plans/records and permits, which will allow Assessor to remotely conduct official department business. The Assessor shall not provide any building records and/or permits available on the City's LECMS to anyone outside the Office of the Assessor nor utilize the information for any purpose other than for official (Department) business. The Assessor shall not provide the City's LECMS information to any person, including but not limited to, any agency, business, or department, including any other County department without the express written consent of City.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

III. CITY RESPONSIBILITIES

1. Once the Agreement has been executed, City shall provide connection information and user accounts to allow authorized Assessor employees access to City's LECMS to view building records for the sole purpose of conducting official departmental business.
2. City shall provide Assessor with online access to the City's LECMS at no cost. However, in the event that any unforeseen additional cost or fees are incurred by City in connection with Assessor's online access to the City's

LECMS, including but not limited to, any licensing fees or costs which may be imposed by software manufacturers, City shall notify Assessor in advance of imposing said fees/costs and a negotiated Amendment shall be executed between both Parties in accordance with Section V (General Terms), Paragraph 4 of this Agreement.

IV. ASSESSOR RESPONSIBILITIES

1. Assessor shall cause each Assessor employee assigned access to the City's LECMS to complete and sign a City Network Access Policy Statement and Conditions of Usage ("Policy") form. A sample copy of the Policy form is attached hereto for informational purposes as Attachment 1. The Assessor shall also use the Policy form for any changes or deletions to Assessor employee access. Assessor shall submit an executed Policy form to City prior to any employee access or changes; deletions shall be submitted no later than five (5) business days after occurrence. Policy forms, once signed by the authorizing Assessor manager, shall be addressed to City's contact as set forth in Section V, (General Terms) of this Agreement.
2. Assessor shall maintain the confidentiality of all information obtained from the City in accordance with all applicable federal, state and local laws, rules and regulations, ordinances, directives, guidelines, policies and procedures.
3. Assessor shall restrict its use of the City's LECMS to official Assessor business.
4. Assessor shall establish mutually satisfactory and appropriate procedures to ensure that all information is safeguarded from improper disclosure in accordance with all applicable federal, state, and local laws, rule and regulations, ordinances, directives, guidelines, policies and procedures, and shall inform all of its officers, employees, and agents having access to the City's LECMS of the confidentiality provisions of this Agreement.
5. City retains the right to audit Assessor compliance with the terms and conditions of this Agreement. In the event that the City or any state or federal auditor conducts an audit in connection to this Agreement, Assessor shall be solely liable for its prospective audit findings and sanctions, if any.
6. Assessor shall not copy or modify any computer software associated with the services provided under this Agreement.

V. GENERAL TERMS

1. This Agreement shall take effect upon the signatures of both Parties and shall remain in effect until terminated in accordance with Section V (General Terms), Paragraph 3 of this Agreement.
2. The term of the Agreement shall commence upon the Effective Date and run consecutively for one (1) year. The Agreement will automatically renew in one (1) year increments unless one or both Parties object or there are modifications to the Agreement that would require mutual agreement and signature of both Parties.
3. Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party hereto.
4. It is mutually agreed that this Agreement may be modified or amended by either Party and modification shall become effective upon the written mutual consent of the Parties hereto.
5. Online access to the City's LECMS under this Agreement is to allow Assessor to view the building records for the sole purpose of conducting official department business.
6. Each Party will appoint a person to serve as the official contact and coordinate the activities of each department in carrying out this Agreement. Unless otherwise provided under this Agreement, all notices, submissions or deliveries to be made to City and Assessor under this Agreement shall be directed as indicated below.

The City contact for this Agreement is:

David Khorram, Building Official
City of Long Beach
Department of Development Services
333 W. Ocean Blvd. 4th Floor
Long Beach, CA 90802
Telephone No: (562) 570-7713
Fax No: (562) 570-6205
Email: David.Khorram@longbeach.gov

and

The Assessor contact for this Agreement is:

Jennifer Budzak, Chief
Office of the Assessor
South District Office
1401 E. Willow St.

Signal Hill, CA 90755
Telephone No: (562) 256-1837
Fax No: (562) 427-6215
Email: jbudzak@assessor.lacounty.gov

VI. SOFTWARE OWNERSHIP AND LICENSING

Subject to the terms and conditions herein and any use restrictions set forth in this Agreement, City grants Assessor a non-exclusive, non-transferable license to use City's LECMS to view the BUILDING RECORDS for official departmental business purposes only. The license shall commence on the effective date of this Agreement and shall continue in effect until termination of this Agreement.

In addition, City reserves the right to grant Assessor additional non-exclusive, non-transferable license(s) to use the City's LECMS or any applicable system replacing the City's LECMS.

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE CITY OF LONG BEACH AND COUNTY OF LOS ANGELES
OFFICE OF THE ASSESSOR
FOR
ONLINE ACCESS TO REAL PROPERTY INDEX**

IN WITNESS THEREOF, and executed as of the date first above written above, the Parties to this Agreement do hereby agree and consent to all terms and conditions provided herein.

CITY OF LONG BEACH

COUNTY OF LOS ANGELES
OFFICE OF THE ASSESSOR

 Assistant City Manager

PATRICK H. WEST
City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.



SHARON MOLLER,
Chief Deputy Assessor

This contract is approved as to form on 5/19, 2014.

CHARLES PARKIN, City Attorney

By 

Deputy

ATTACHMENT 1

**City of Long Beach
Department of Development Services
City Network Access Policy Statement and
Conditions of Usage**

The City of Long Beach (City) supplies Internet/Network access to designated individuals to enhance the productivity, efficiency and effectiveness of City operations. It is a condition of usage that all designated individuals (hereafter "covered individuals") who have access to the City's network systems comply with the following Conditions of Usage:

- A. City networks and related systems are the sole and exclusive property of the City and may be monitored when the City deems it necessary to do so.
- B. Covered individuals are strictly accountable for the use of their personal password as it provides an audit trail for system activity.
- C. Covered individuals shall use a strong password to gain access to the City's computer network.
- D. The following are restricted activities under this policy:
 - 1. The City prohibits unauthorized copying, transfer, or reproduction of City owned software.
 - 2. Covered individuals shall not access, take, copy or send data or files that disclose sensitive, personal, confidential or proprietary information without appropriate authorization.
 - 3. Covered individuals shall not attempt to decode system or user passwords; or read, delete, copy or modify data without appropriate authorization; or attempt to gain unauthorized access to any City equipment, computers or technology system.
 - 4. Covered individuals shall not share passwords with anyone. Passwords shall not be revealed in e-mail messages or saved on files in any computer system. All passwords are to be treated as confidential City information.
 - 5. Covered individuals shall not directly or indirectly expose the City's information systems, data, and network to viruses, worms, trojans or other unauthorized programs.

My signature on this document indicates that I have received and read the City's Registered User Information Policy Statement and Conditions of Usage and that I will abide by this policy and conditions of usage. Any attempt to violate this policy may result in having my access revoked or suspended and may be subject to civil action. Violations of local, state, and federal laws carry additional penalties.

Employee Name (printed) Signature Date

User Division/Bureau Location/Address