

## **CONSENSUAL RELATIONSHIP ACKNOWLEDGMENT AND AGREEMENT**

by and between Bruce Gibson, an elected official of the County of San Luis Obispo, and Cherie Aispuro, an unclassified employee of the County of San Luis Obispo.

WHEREAS, Bruce Gibson is an elected official of County of San Luis Obispo and has served on the Board of Supervisors since January, 2007; and

WHEREAS, Cherie Aispuro is employed by the County in the unclassified service as a Legislative Assistant and was appointed to her position in January of 2007 by Bruce Gibson pursuant to County Code, section 2.44.010; and

WHEREAS, Bruce Gibson and Cherie Aispuro disclosed a personal relationship to the County Administrative Officer and County Counsel on November 13, 2012; and

WHEREAS, whenever a personal relationship, such as that disclosed to County staff by Bruce Gibson and Cherie Aispuro, develops between someone in a position to affect another person's employment, it is imperative to establish that the relationship is purely consensual; and

WHEREAS, following the disclosure of the relationship, the County performed a review of the situation and determined that the relationship is consensual, no County resources were improperly used and no County policies or rules were violated. Further, nothing was found at the time of the review which would indicate a liability for the County; and

WHEREAS, as an unclassified employee, Cherie Aispuro serves at will to Bruce Gibson and has no civil service rights pursuant to County Code, Section 2.40.130; and

WHEREAS, as an unclassified (non-civil service) position, the legislative assistant is different than other positions within the County in that it is a political appointment that serves at will to a County supervisor and the County supervisor has the sole discretion with respect to hiring of a legislative assistant: and

WHEREAS, the legislative assistant is the only employee supervised directly by a County supervisor and a legislative assistant does not supervise any other employees; and

WHEREAS, there is no comparable position to a legislative assistant within the County organization given the at-will status, the manner of appointment and the reporting structure. As such, County staff does not have the ability to intervene in the appointment of this position.

NOW, THEREFORE, the parties mutually agree as follows:

1. Bruce Gibson and Cherie Aispuro each expressly affirms that we are in a personal relationship with each other and that the relationship is welcome to each of us individually. We each entered into this relationship voluntarily, and we acknowledge it is a consensual relationship.

2. We each understand and agree to comply with the County's Policy Against Discriminatory Harassment, attached hereto as Exhibit A. We each acknowledge that we have read this Policy and that it may be updated from time to time. We agree to review and comply with any and all revisions.

3. Neither one of us feels compelled to continue the relationship in order to retain employment or in exchange for employment opportunities or benefits of any kind. Each of us agrees that any significant management decision Bruce Gibson makes regarding Cherie Aispuro, including but not limited to performance evaluations and/or termination, will be done in consultation with the Human Resource Director and County Counsel.

4. Each of us individually agrees to immediately notify the County Human Resources Director if either one of us ends our personal relationship. In addition, should either of us develop any concern regarding the potential effect of this relationship upon the County, such concern will immediately be submitted to the County Human Resources Director, County Counsel or County Administrator.

5. The parties acknowledge that Bruce Gibson retains the sole appointing authority for the legislative assistant position, and further understand that an adverse change in the personal relationship may make the employment relationship unworkable and may result in the termination of Cherie Aispuro. The parties agree that the Release in paragraph nine of this Agreement includes releasing any claims associated with such termination.

6. Bruce Gibson agrees that he will recuse himself from decisions regarding the employment status of the legislative assistants and the setting of their salaries. Bruce Gibson agrees that he will not interfere or try to influence the decisions of other county officials, including but not limited to the County Administrative Officer, County Counsel, and/or County Human Resources Director, regarding employment conditions of Cherie Aispuro when such decisions are within their authority.

7. We each agree to behave professionally and not to allow our personal relationship to affect our work. We agree to refrain from any displays of affection in the workplace or at work-related events that others could perceive as intimate personal conduct.

8. We each acknowledge that any computers, hardware, software, telephone equipment, electronic mail, voice mail, text messaging, and any other systems or devices provided by the County may be accessed by the County at any time without prior notice to individuals who use the system or device. We each agree to comply with the County Information Security Program Acceptable Use Policy, attached hereto as Exhibit B. We each acknowledge that we have read this Policy and that it may be updated from time to time. We agree to review and comply with any and all revisions.

9. We each release, waive and forever discharge the County of San Luis Obispo, its officers, agents, assigns and legal representatives and each other from any and all claims, liens,

demands, actions, causes of action, rights, damages, costs, expenses and compensation whatsoever, whether known or unknown, now or in the future, which are in any way connected to our relationship in the workplace. That in executing this release, we do hereby waive all rights and benefits which we may have now or in the future by virtue of the terms of Section 1542 of the Civil Code of the State of California, which section reads as follows:

“A general release does not extend to the claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

10. In the event that any action is filed by either of us, we agree to defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted and that arise out of or which are in any way connected to our relationship in the workplace.

11. We each acknowledge that we have been advised to seek legal counsel individually before signing this Acknowledgment and Agreement and that we have had a reasonable period of time to do so. We each understand and agree that this Acknowledgment and Agreement is enforceable under the laws of the State of California and that we have had the opportunity to modify its terms and language.

12. Each of us voluntarily and without any pressure from the other or from the County of San Luis Obispo enters into this Acknowledgment and Agreement.



BRUCE GIBSON

Date:

1/17/13



CHERIE AISPURO

Date:

1-17-13

## **San Luis Obispo County Policy Against Discriminatory Harassment**

It is the policy of San Luis Obispo County that all employees shall have a working environment free of unlawful discrimination. A businesslike workplace assures courteous treatment for both employees and the public we serve. Harassment of an applicant or employee by a supervisor, manager or coworker on the basis of race, religion, national origin, marital status, disability, age, sex or sexual orientation is employee misconduct that constitutes illegal discrimination and is grounds for disciplinary action up to and including termination. San Luis Obispo County requires that all employees treat the public and other employees with courtesy and respect.

**Discriminatory Harassment:** Includes unwelcome derogatory comments, physical acts, written or visual insults which are made on the basis of an employee's protected status. The harassing conduct unreasonably interferes with an employee's work performance by creating an intimidating, hostile or offensive working environment.

**Sexual Harassment:** Includes unwelcome sexual overtures by any officer, employee, supervisor or manager, whether written, verbal, physical or visual where submission is made a term or condition of employment or the basis of an employment decision. Sexually harassing conduct unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

**Because the County seeks to prevent any form of illegal harassment, behavior such as unnecessary touching, sexual or discriminatory remarks or joking, which may lead to illegal harassment, will not be tolerated.**

Often, simply telling someone of the offensive nature of his/her behavior will resolve the problem. If possible, an employee should inform the harasser that his/her behavior is unwelcome, offensive, in poor taste, and highly inappropriate. An employee who wishes to seek advice is encouraged to contact the County's Affirmative Action Office at telephone number (805) 781-5959. Confidential advice is also available from the County's Employee Assistance Program at telephone number (800) 999-7222.

When an employee's efforts to resolve the discriminatory harassment concern are unsuccessful, or when an employee feels uncomfortable or threatened in raising the issue with the harasser, the employee is urged to:

1. Advise, in writing, closest level supervisor not a part of the problem, the department's Harassment Prevention Coordinator, or departmental personnel staff of the situation and/or
2. Make a complaint to the Personnel Department which will be investigated with the appointing authority.

**Please note:** It is the policy of the County to investigate all allegations of discriminatory harassment, including those in which anonymity is requested. Departmental supervisors, managers, personnel staff or Harassment Prevention Coordinators who receive complaints of discriminatory harassment including sexual harassment must document the complaint and advise the Personnel Department. At that time, a determination will be made by the Personnel Department in conjunction with the Department regarding an investigation into the alleged discriminatory harassment. The Personnel Department will ensure that allegations of discriminatory/illegal harassment are investigated. All departments must report to the Personnel Director the number and type of discriminatory harassment complaints received, the parties involved, the result of any investigation, and the action taken.

Further, every employee has the right to use the formal written grievance procedures of the Civil Service Commission. The Personnel Department Affirmative Action Officer (extension 5959) is available to discuss inquiries, formal and informal complaints and appropriate solutions.

Employees are also advised that state and federal enforcement agencies are available to provide protection to victims of discriminatory harassment. Those agencies are cited below:

<u>Agency:</u>	<u>Telephone No.</u>
State of California Fair Employment and Housing (Ventura Office)	(800) 884-1684
United States Equal Employment Opportunities Commission (Los Angeles Office)	(800) 669-4000

COUNTY OF SAN LUIS OBISPO  
*Countywide Information Security Program*  
Administrative Policy

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**Title:** Information Security Program Acceptable Use Policy

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**Effective Date:** April 2, 2004  
**Prepared by:** Countywide Information Security Committee  
**Review Date:** November 4, 2012  
**Approved by:** Information Technology Executive Steering Committee  
**Approval Date:** November 4, 2011

**1. PURPOSE**

The purpose of this policy is to outline the acceptable use of County Computing Assets (see DEFINITIONS).

**2. SCOPE**

This policy applies to all Users of County Computing Assets. Inappropriate use exposes the County to risks and threats to telecommunications, information systems, networks, facilities, and legal issues.

**3. POLICIES**

**3.1. Overview**

- 3.1.1. The County is committed to protecting itself from illegal or damaging actions, whether by intentional or unintentional means.
- 3.1.2. County Computing Assets are provided for conducting County business.
- 3.1.3. Effective security is a team effort involving the participation and support of every User of County Computing Assets. Every User must know this policy and conduct their activities in compliance with it.
- 3.1.4. A full listing of County Information Security Program Policies is listed under RELATED DOCUMENTS/POLICIES.

**3.2. General Use and Ownership**

- 3.2.1. The County may conduct audits or investigations on its Computing Assets to ensure compliance with this policy.

- 3.2.2. Nothing in this section will change the legal status of confidential or privileged information.
- 3.2.3. Users should be aware that the data they create on County Computing Assets is the property of the County, unless the legal ownership is otherwise defined by law, as in confidential or privileged information.
- 3.2.4. All Users acknowledge that there is no personal right of privacy for the User using County Computing Assets. The use of a password does not create a right to privacy.
- 3.2.5. Authorized individuals within the County may monitor equipment, systems, network traffic, or any Computing Asset at any time for security, network maintenance and policy compliance purposes (see EXCEPTIONS).
- 3.2.6. The County provides a best effort, technical solution to block access to known Internet sites that contain adult/sexually explicit, gambling and remote Proxy Sites.

### 3.3. Electronic Mail

- 3.3.1. County provided Internet E-mail sent to, or received from an Internet address, if undeliverable for a variety of reasons, may have its contents reviewed for the sole purpose of determining addressability.
- 3.3.2. County provided virus protection will be maintained for all inbound and outbound E-mail. If possible, when an infected message is detected at the mail server, the virus protection software will attempt to clean it; if unable, it may delete the infected attachment or the entire message if needed to remove the virus. When an infected message is detected, a notification will be sent to the recipient and the E-mail administrator, regardless of whether the message is cleaned or deleted.
- 3.3.3. Message backup occurs by duplicating all messages and creating a storage copy. This procedure is performed nightly and held for a period of time.
  - 3.3.3.1. When authorized, messages can be restored from a backup copy. These procedures are intended for disaster recovery purposes, and not for customer convenience or use when responding to a public records request.
  - 3.3.3.2. Users are expected to work with their department head to determine retention schedules for E-mail that constitutes a final work product or contains information that may need to be provided in response to a public records request.

3.3.4. When establishing an E-mail 'out of office' agent, it is recommended that you do not automatically reply to E-mail from the Internet.

#### 3.4. Instant Messaging

3.4.1. The use of Instant Messaging (IM) between County Users on County Computing Assets is permitted.

3.4.2. The use of Instant Messaging (IM) between County Users on County Computing Assets and any person on non-County Computing Assets is allowed only with Department Head approval.

3.4.3. IM is to be limited to text only. Attachments are not to be sent nor opened within IM.

3.4.4. IM's are not to be used in circumstances where there is a policy or other requirement to preserve the communications.

3.4.5. Final work products should be memorialized by accepted practices (i.e., letter or E-mail) not IM.

#### 3.5. Use of County Provided E-mail, Internet services, access to commercial Instant Messaging, telephone services, and Computing Assets for personal use

3.5.1. The County provides E-mail, Internet services, access to commercial Instant Messaging, telephone services, and other Computing Assets to enable Users to conduct the County's business in an efficient manner. These services and hardware systems are provided for the use in the direct conduct of the County's business.

3.5.2. Except as otherwise stated, Users may occasionally use County provided Internet services, E-mail services, access to commercial Instant Messaging, telephone services, and Computing Assets for personal use.

3.5.2.1. Users must limit their personal use so that Computing Assets are available for County use at all times.

3.5.2.2. Computing Assets shall not be used for purposes that are in conflict with the County Organizational Values, or in any way contrary to the interests of the County.

#### 3.6. Security and Proprietary Information

3.6.1. Information contained on Internet/Intranet/Extranet-related systems is either confidential or public, as defined by organizational confidentiality guidelines. Examples of confidential information include, but are not limited to: Personally Identifiable Information, medical information, personnel information, User data, vendor and bidder sensitive information,

specifications, and other data. Users should take all necessary steps to prevent unauthorized access to this information.

3.6.2. All County Users must acknowledge having received the County's Acceptable Use Policy (ATTACHMENT) annually, and are assigned accounts for their specific use based on their defined needs. Passwords are required to enable Users to keep their County Computing Assets secure. Users:

3.6.2.1.1. Are responsible for the security of their accounts.

3.6.2.1.2. Are not authorized to share their passwords.

3.6.2.1.3. Must change their password in accordance with established policies and individual application requirements.

### 3.6.3. Data Protection

3.6.3.1. Password-protected screensavers, with automatic activation set at 10 minutes or less (of inactivity), are required on all non-public use Computing Assets and Mobile Computing Assets.

3.6.3.2. Mobile Computing Assets should power down and/or automatically be secured at 5 minutes or less when inactive.

3.6.3.3. It is recommended that Users log off the network when their workstations will be unattended for extended periods of time. All devices must require password re-authorization when re-activating.

3.6.3.4. Use encryption, when/where available, for information that Users consider sensitive or vulnerable in compliance with established departmental standards.

3.6.4. Because information contained on Mobile Computing Assets is especially vulnerable, exercise special care in the handling, storage and transportation of this equipment.

3.6.5. All computers that are connected to the County Internet/Intranet/Extranet, whether owned by the User or County, must continually execute approved virus-scanning software with a current virus database. (see ISP Virus Protection Policy)

3.6.6. Do not open E-mail attachments from an unknown sender, as it may contain malicious software, generally known as Malware. (see DEFINITIONS)

### 3.7. Unacceptable Use

3.7.1. The following activities are prohibited on County Computing Assets. The activities listed below are not exhaustive but attempt to provide a framework for activities that fall into the category of unacceptable use. Prohibited uses include:

3.7.1.1. System Activities

3.7.1.1.1. Any use which violates federal, state, local laws, or County policies and their implementing regulations.

3.7.1.1.1.1. Using a County Computing Asset to knowingly engage in viewing, reading, creating, conveying, downloading, transferring, transmitting, scanning, or printing:

3.7.1.1.1.1.1. Any Harmful Matter or Obscene Matter as those terms are defined in California Penal Code sections 311 and 313, which can be found on the State of California, Office of Legislative Counsel's Website;

<http://www.leginfo.ca.gov/calaw.html>

3.7.1.1.1.1.2. Any Matter in a manner that violates the San Luis Obispo County Policy Against Discriminatory Harassment or the San Luis Obispo County Workplace Violence Awareness Policy;

3.7.1.1.1.1.3. Any illegal Matter (including child pornography) or sexually explicit images deemed by community standards to be obscene;

3.7.1.1.1.1.4. Materials that are sexually explicit, obscene, vulgar, profane, hateful, harmful, malicious, threatening, hostile, abusive.

3.7.1.1.1.2. This provision does not apply to law enforcement and/or other County employees in situations where they are engaging in such activities in the performance of their job duties.

3.7.1.1.2. Using products that are not appropriately licensed for use by the County or those that violate the rights of any person or organization protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software.

3.7.1.1.3. Abuse, damage, or exploitation of County Computing Assets.

- 3.7.1.1.4. Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books, or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which the County or the User does not have an active license.
  - 3.7.1.1.5. Exporting software, technical information, encryption software, or technology, in violation of international or regional export control laws is illegal. Consult the appropriate management prior to exporting any material of this nature.
  - 3.7.1.1.6. Exporting, exploiting, sharing, or using for personal gain, data contained within County Computing Assets; with a private enterprise, the public, or other Users without permission of the data owning department. This includes Users developing applications or accessing data for their own department, or another County department.
  - 3.7.1.1.7. Knowingly introducing Malware programs into any County Computing Asset.
  - 3.7.1.1.8. Engaging in fraudulent offers of products, items, or services originating from any County Computing Asset.
  - 3.7.1.1.9. Engaging in activity that is contrary to the interests of the County.
  - 3.7.1.1.10. Engaging in activity for personal profit including commercial activities and solicitation, conducting personal business interests, or pursuing business interests for other individuals or organizations.
  - 3.7.1.1.11. Engaging in gambling or on-line gaming.
  - 3.7.1.1.12. Using a County Computing Asset to knowingly engage in viewing, reading, creating, conveying, downloading, transferring, transmitting, scanning, or printing materials that are inconsistent with the Organizational Values of the County of San Luis Obispo which include; Integrity, Collaboration, Professionalism, Accountability, and Responsiveness.
- 3.7.1.2. Network Activities
- 3.7.1.2.1. Effecting security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the User is not an intended recipient or logging into a server or account that the User is not expressly

authorized to access. For purposes of this section, "disruption" includes, but is not limited to, Network Sniffing, Pinged Floods, packet Spoofing (see DEFINITIONS), denial of service, and forged routing information for unauthorized purposes.

- 3.7.1.2.2. Executing any form of network monitoring that will intercept data not intended for the User's workstation, such as port scanning or security scanning, is expressly prohibited.
  - 3.7.1.2.3. Circumventing or mimicking (Spoofing) User authentication or security of any host, network, or account.
  - 3.7.1.2.4. Interfering with or denying service to any Computing Asset other than the User's own workstation (e.g., denial of service attack).
  - 3.7.1.2.5. Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable any Computing Asset, via any means, locally or via the Internet/Intranet/Extranet.
  - 3.7.1.2.6. Providing information about, or lists of, County Users to parties outside the County, for other than authorized County business purposes.
  - 3.7.1.2.7. Adding any unauthorized networked component that is connected either directly to the County's Wide-Area-Network, or indirectly connected via a Local-Area-Network segment that creates the potential for a breach of the County's network.
- 3.7.1.3. E-mail and Communications Activities
- 3.7.1.3.1. Sending unsolicited E-mail messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (i.e. E-mail spam).
  - 3.7.1.3.2. Any form of harassment or discrimination via E-mail, telephone, or paging, whether through language, frequency, or size of messages.
  - 3.7.1.3.3. Creating or forwarding "chain letters," "Ponzi," or other "pyramid" schemes of any type, pornography or fraudulent E-mail as listed on the Federal Trade Commission's Website:  
<http://www.ftc.gov/bcp/menus/consumer/tech/spam.shtml>
  - 3.7.1.3.4. Posting the same or similar non-business-related messages to large numbers of Usenet newsgroups, effectively producing newsgroup spam.

#### 4. EXCEPTIONS

- 4.1. County electronic mail (E-mail) records may be accessed with written permission to the County GSA Director from the County Administrative Officer, or the User's department head.
- 4.2. A listing of Internet or Intranet sites visited by a User from a County Computing Asset may be requested with written permission to the County GSA Director from the County Administrative Officer, or the User's department head.
- 4.3. In response to subpoenas.
- 4.4. In response to Freedom of Information Act or California Public Records Act requests, only County information normally available to the public may be accessed.
- 4.5. Interdepartmental records requests must be approved in writing by the County Administrative Officer prior to submission to the County GSA Director.
- 4.6. Other access after consultation for legal review by County Counsel.

## 5. FORMS

ATTACHMENT: Acceptable Use Policy Acknowledgement, which is signed annually by each authorized User of County Computing Assets.

## 6. REVISION HISTORY

Version	Date	Chapter/Section	Details
1.9	Nov. 4, 2011	All	Changes to include Mobile Computing Assets and, Page 8 – E-mail public records request; Page 9 Clean-up of personal use language and add Organizational values; Page 12 —Engaging in activity that is contrary to the interests of the County.
1.8	Apr. 8, 2011	3.7 Unacceptable Use	Several minor edits; reference to the Workplace Violence Awareness Policy (3.7.1.1.1.2); Added 3.7.1.1.1.4, 3.7.1.1.9 (for profit), 3.7.1.1.10 (gambling), 3.7.1.1.11 (Org Values)
1.7	Sep. 23, 2010	3.2.6	Added the County's blocking of sites
1.6	Apr. 2, 2010	3.6.1, 3.6.3.2, 3.6.4	Added PII, Added Portable Computing Devices
1.5	Sep. 4, 2009	3.4, 3.5	Added text regarding Instant Messaging
1.4	Jan. 9, 2009	Acknowledgement	Added a reference on the form to the mySLO location
1.3	June 1, 2007	3.1.4 and 8.5 3.6.1.1.1.1 and 4.4 3.6.1.3.2	Add a reference to the full listing of policies Changes that reflect "Matter" as the defining noun  Add "or discrimination"
1.2	May 5, 2006	3.6.1.1.1	Added language prohibiting viewing, etc. obscene and illegal material
		9.0	Removed the word "purposely"
1.1	April 2, 2005	3.6.1.1.6	Added section: "Exporting, exploring, sharing or using for personal gain, data contained... This includes Users developing applications or accessing data for their own

			department or another County department."
1.1	April 2, 2005	4.2	Added "officers, agents"
1.0	April 2, 2004	All	New policy entitled <i>ISP Acceptable Use Policy</i>