D-4

DATE SUBMITTED	MAY 14, 2015	**AGENDA ITEM NO.**	
		COUNCIL ACTION	(X)
		PUBLIC HEARING REQUIRED	( )
SUBMITTED BY	AJ GADDIS, HR MANAGER	RESOLUTION	( )
		ORDINANCE 1ST READING	( )
DATE ACTION REQUIRED	MAY 20, 2015	ORDINANCE 2ND READING	(
		CITY CLERK'S INITIALS	( )

IMPERIAL CITY COUNCIL
AGENDA ITEM

SUBJECT: **Surveillance Policy Statement**

DEPARTMENT INVOLVED Administration – Human Resources/Risk Management

BACKGROUND/SUMMARY:

Employers use cameras and video surveillance in the workplace to monitor operations and to protect employees. As long as the City has a legitimate need to film, the areas under surveillance are considered public and can be enforced by the employer as long as the employee is aware of the policy. Because filming and monitoring can implicate privacy rights, City of Imperial has drafted the following policy statement for all employees to read and understand.

FISCAL IMPACT: Fiscal Impact – None F.O. INITIALS_____

STAFF RECOMMENDATION:

City staff recommends that Council approve the Surveillance Policy Statement.

MANAGER'S RECOMMENDATION: MANAGER'S INITIALS M.D.B.

MOTION:

SECONDED:	APPROVED	( )	REJECTED	( )
AYES:	DISAPPROVED	( )	DEFERRED	( )
NAYES:				
ABSENT:	REFERRED TO:			

POLICY NAME: SURVEILLANCE POLICY STATEMENT	AUTHORITY: CITY OF IMPERIAL
APPLICATION: ALL CITY EMPLOYEES	DATE APPROVED: May 20, 2015

Acknowledgement

In accordance with CITY OF IMPERIAL's policies and procedures, I understand that all desks, storage areas, lockers, and all vehicles owned, financed, or leased by CITY OF IMPERIAL or used by the City for the purpose of conducting city business or providing city services to the public are subject to search at any time without my knowledge, presence, or permission. With the exception of my personal vehicle, I understand I am prohibited from locking or otherwise securing any such desk, storage area, locker, or vehicle with any lock or locking device not supplied or approved by CITY OF IMPERIAL. If I use my own lock on any such item, I agree to give my supervisor a copy of the key or combination to the lock so that the City may open the lock at any time that it may deem such action necessary. In the event that a search of my personal vehicle becomes necessary, I agree to allow personnel designated by CITY OF IMPERIAL to conduct such a search at any time the City may direct during my duty shift.

I understand that in order to promote the safety of employees and any person conducting business with the CITY OF IMPERIAL, as well as the security of its facilities, CITY OF IMPERIAL may conduct video surveillance of any portion of its premises at any time, the only exception being private areas of restrooms, showers, and dressing rooms, and that video cameras will be positioned in appropriate places within and around CITY OF IMPERIAL buildings and used in order to help promote the safety and security of people and property. I hereby give my consent to such video surveillance at any time the City may choose.

I further understand that GPS-equipped technology provided by CITY OF IMPERIAL belongs to the City and are only to be used for the purpose of conducting City business or providing services to the community, and are not to be used for personal use. CITY OF IMPERIAL reserves the right to use GPS in devices provided to city employees to keep track of the employees during working hours.

Consent and Release

I acknowledge that I have received a copy of CITY OF IMPERIAL updated personnel policies, that I have been given the opportunity to read and ask any questions that I might have about same, and that by signing this acknowledgement, I agree to adhere to the policies as a condition of my employment and/or continuing employment with CITY OF IMPERIAL. I understand and agree that in acknowledging and signing this form, no contract of employment is hereby created, and further understand that no promise or guarantee of employment for any particular term is hereby made. I further acknowledge that my failure to adhere to these policies may subject me to disciplinary action, up to and possibly including immediate termination without warning.

I hereby release CITY OF IMPERIAL from all liability, including liability for negligence, associated with the enforcement of these policies and/or any searches or surveillance undertaken pursuant to these policies.

_____	_____	_____	_____
Employee Signature	Date	Employee Name/Department	Date