RESOLUTION 9-1

WHEREAS, this agreement is made pursuant to the Illinois Governmental Cooperation Act, 5 ILCS 220, et. seq., and entered into by and between Sangamon County, acting by and through the Sangamon County Emergency Telephone System Department, and Sherman Fire Protection District (the User) acting by and through its governing body; and

WHEREAS, the County owns, or may subscribe to, a public safety wireless data system with frequencies and tower sites that are licensed by the Federal Communications Commission (the "FCC"), which permits radio communications and transmissions via mobile data devices; and

WHEREAS, the User desires to obtain access to the County's communications systems in order to communicate among various public safety units; and

WHEREAS, the Sherman Fire Protection District executed and signed their respective agreement; and,

NOW THERFORE BE IT RESOLVED that the members of the Sangamon County Board this 13th day of March, 2018, hereby approves this agreement and authorize the County Board Chairman and the ETSD to execute this agreement with their respective signatures.

RESPECTFULLY SUBMITTED:

Andy Van Meter, Chairman Sangamon County Board



MAR 0 9 2018.

Andy Goleman SANGAMON COUNTY AUDITOR



MAR 0 9 2018

Don Khay

9-2

Respectfully Submitted, Finance Committee

 , Chairman
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Intergovernmental Agreement Criminal Justice/Public Safety Data Systems Service Fee Schedule

Exhibit "A"

The following Service Fee Schedule is an agreement for Sangamon County to provide the User with the subscribed services as described in the Intergovernmental Agreement.

Agency / USER:	Sherman	Fire		
Mailing Info: NAME:				
ADDRESS:				
CITY:		IL.	ZIP:	
PHONE:	217	Email:		

Please enter the Total Quantity of Mobile Data Devices (MDD) and VPN Connections you anticipate will be installed and available for use at your department. Sangamon County is providing one subscription of each free in support of the Criminal Justice Integration Incentive (CJII). Then compute the Total/Month fee by using the fee schedule below. Example: You have 6 MDDs, #1 is free, #2-5 are \$100 each and #6 is \$75 for a total cost of \$475.



Verizon Conn	Verizon Connections(MDD)		VPN Connections	
Quantity	Unit Cost	Quantity	Unit Cost	
1	Free	1	Free	
2-5	\$100	2+	\$50	
6-10	\$75			
11+	\$50			

Network & Network Usage is required to connect your mobile data devices with the dispatch Software center.

Usage: Software usage includes:

- New World Systems' Mobile Client or CAD Viewer Software,
- ESRI Mapping Product,
 - Scene PD (Drawing Tool),
 - Virus Protection.
 - Additionally, New World Systems' Record Management and Mobile Field Reporting will be available later in 2007 at no additional fee. (Use of these products will require a high-speed network connection from your office to the Sangamon County building).

This monthly fee is a monthly cost for each mobile data device, and is billed on a quarterly basis. This is required to utilize the mobile technology.

Total/Month: Please enter the total monthly service fee as determined by the fee schedule.

Approved By: Signature Print Name / Title TOOD MASTERIAL

Date: <u>2/7/2018</u>

Intergovernmental Cooperation Agreement Criminal Justice/Public Safety Mobile Data Systems WIRELESS COMMUNICATION POLICY

Exhibit "B"

The following Network Usage Policy is an agreement between Sangamon County and the User regarding the use of network services while performing Criminal Justice / Public Safety activities.

Agency / USER:				
Mailing Info: NAME:				
ADDRESS:				
· ·				
CITY:	·	IĻ.	ZIP:	
PHONE:	217	Email:		

Your signature reflects that you and all personnel within your agency that will be using the Sangamon County communications network have read, understand, and agree to abide by the attached "Sangamon County Network Usage Policy".

Date: 3/7/2018 Approved By: Print Name / Title: TODD MASTERIAN FC Signature:

APPROVED AS TO FORM:

JOHN SCHMIDT Sangamon County State's Attorney

SANGAMON COUNTY, ILLINOIS

By:____

Jim Grohne Assistant State's Attorney

Print Name:	
Title:	

By:

Date Signed:_____

Date Signed:

USER B

Print Name: 70DD MASTERHAN Title: <u>FIRE CHIEF</u>

2018 Date Signed: Z

INTERGOVERNMENTAL AGREEMENT FOR USE OF PUBLIC SAFETY DATA SYSTEMS

This agreement is made pursuant to the Illinois Intergovernmental Cooperation Act, 5 ILCS 220, et. seq., and entered into by and between **Sangamon County**, Illinois (the "County") acting by and through the Sangamon County Emergency Telephone System Department, and \underline{Herman} , (the "User") acting by and through its governing body, the

RECITALS:

The County owns, or may subscribe to, a public safety wireless data system with frequencies and tower sites that are licensed by the Federal Communications Commission (the "FCC"), which permits radio communications and transmissions via mobile data devices; and

The User desires to obtain access to the County's communications systems in order to communicate among various public safety units.

NOW, THEREFORE, the parties, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

TERMS:

I.

For purposes of this Agreement, the following definitions apply:

A. Mobile Data Device:

Mobile, stationary, or portable digital communications units communicating among themselves by approved high-speed connections;

B. Wireless Data System:

A Public Safety Wireless Data System that is owned, or may be subscribed to, by Sangamon County, and licensed by the Federal Communication Commission and that enables the engagement of radio communications or radio transmissions of energy via Mobile Data Devices, (hereinafter referred to as "MDD") in accordance with technical specifications. IPMobileNet is the provider of the County's Wireless Data System;

C. <u>System Code Identification Number:</u> An identification number that allows MDD's to gain access to the Radio System to enable the MDD's to communicate among themselves at certain airwave frequencies, and providing access to a Primary Dispatch System for a User's Mobile Digital Terminals.

П.

The County agrees that during the term of this Agreement, it will:

- A. Allow the User to have access to its Wireless Data System to engage in radio communications among its MDD's as a Primary Dispatch System;
- B. Provide the User with a Systems Code Identification Number to allow access to the System;
- C. Upon being notified that one or more of the User's MDD's have been lost or stolen, attempt to disable the lost or stolen MDD's; and
- D. Provide the same level of Priority Access to the System for the User as that afforded the County.

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During the term of this Agreement, the User agrees to:

- A. Affirm that the County assumes no cost or responsibility for providing the MDD's that will have access to the County's System except as provided in Section IV;
- B. Give the County at least ten (10) days prior written notice of its intent to increase, decrease, or otherwise change the number of MDD's that have access to the County's Wireless Data System;
- C. Notify the County that one or more of its MDD's have been lost or stolen within twenty-four (24) hours of determining that the MDD's have been lost or stolen;
- D. Use the System Code Identification Number described in this Agreement to access the County's radio system as a Primary Dispatch System;
- E. Observe and abide by all applicable statutes, laws, rules and regulation, including, but not limited to, those of the FCC; and,
- F. The User agrees to observe and abide by any applicable administrative policy promulgated by the County (see Exhibit "B") from and after the date such rules become effective and have been delivered to User. If the User violates either Section E or Section F of this Article, the County may, at its sole discretion, terminate this Agreement with the User within five (5) working days after the User has received notification of the County's intent. Further, the User acknowledges that, should any of these statutes, rules, regulations or administrative rules change during the term of this Agreement, such new statutes, rules, regulations or administrative rules shall be considered incorporated in this Agreement as though set forth in hoc verbae, without the necessity of written amendment to this Agreement. Should the County notify the User of any such change, the User shall have thirty (30) days to review and agree to any proposed changes made to this Agreement. If assent to the change is not given, this Agreement terminates.

IV.

The User expressly understands and agrees to pay the County for access to the Wireless Data System at a rate specified in "Exhibit A" attached hereto and incorporated herein as "Exhibit A". The User expressly agrees to prepay said charge quarterly in full at the beginning of each term of this Agreement, based upon the number of the MDD's then in service. Should the User change the number of MDD's in service during the term of this Agreement, the following provisions apply:

- A. In the event the number of MDD's in service increases during a term of this Agreement, the charge for each additional Unit is based upon the remaining fractional part of the current quarterly term of this Agreement. The User agrees to prepay the County the entire amount owed for additional MDD's for the time remaining in the then current term at least ten (10) days before the User obtains access to the Wireless System with the additional MDD's.
- B. In the event the number of MDD's in service decreases during the term of this Agreement, the County agrees to allow a credit to the User of a fractional part of the quarterly term remaining under this Agreement. The County agrees to effectuate said credit within thirty (30) days of the date the User gives the County written notice of its decrease in the number of MDD's it has in service. The County may, at any reasonable time, audit the number of Devices the User has in service.

V.

The User expressly understands that purchase, installation, hardware maintenance and associated costs of any and all MDD's are the sole responsibility of the User. The User agrees to pay the County for access to the Wireless Data System, and for license fees and installation of primary Dispatch System software, and other software modules at a rate specified in "Exhibit A".

VI.

If the User desires data network connection back to a specified location, the County may allow such connection to the extent resources are available, and solely at its discretion, the User agrees to pay all associated fees for setting up and maintaining this connection.

VII.

The County or a County specified third party shall provide initial support for the software as described in "Exhibit A'. The County will provide initial hardware and equipment diagnostics but will not be responsible for the repair or replacement of this hardware and equipment.

It is expressly understood and agreed that the County may increase the fees provided in this Agreement by giving the User written notice of its intention to increase fees at least ninety (90) days before the effective date of the proposed increase. Should such increase become effective during a term of this Agreement, the increase will be reflected in the next quarterly statement after appropriate notice has been given. Notice may be in the form of an invoice.

IX.

The term of this Agreement is one (1) year and shall commence on the date this Agreement is executed by the User. Thereafter, this Agreement will automatically renew for successive one-year terms. This Agreement terminates:

- A. Immediately if all or substantially all of the authorization held by the County or the User is revoked by the FCC or its successor agency; or
- B. Upon either party giving the other party thirty (30) days written notice of its intent to terminate. Should the User terminate this Agreement, all obligations owed to the County by the User are immediately due and payable from the date of the notice. Should either party terminate the Agreement, the User is entitled to a refund of the pro rata share of any prepayment.

X.

If the User fails to make any payment of any sum due under this Agreement and such failure continues for forty-five (45) days after the County has given the User written notice of such failure, then the User is in default under this Agreement. In the event of the User's default, the County has the right to terminate the Agreement, deny the User any service provided by the County under this Agreement, and retain all moneys paid to the County pursuant to the terms and conditions of this Agreement as liquidated damages. Each and every right and remedy of the County and User are cumulative to and not in lieu of each and every other such right and remedy afforded by law and equity.

XI.

Should the County fail to perform as provided under the terms of this Agreement, the User's sole remedy is termination of this Agreement, and the County agrees to make a refund to the User of the portion of the pre-paid fee based upon that fractional part of the one-year term remaining under this Agreement.

XII.

It is expressly understood and agreed that one hundred percent (100%) coverage area at all times is improbable. There may be adverse transmission condition such as short-term unpredictable meteorological effects and sky-wave interference from distant stations that can interrupt the Wireless Data System. There may be equipment failures, and down-time due to equipment repair and upgrade. There may be circuit problems or software failures. Likewise, there are other causes beyond reasonable control of the County, including but not limited to, motor ignition and other electrical noise that may be minimized by corrective devices at the User's expense. Any such interruption in service does not relieve the User of any of its obligations or duties under this agreement.

XIII.

It is expressly understood that the County assumes no responsibility for installation or use of equipment, or for the reliability or adequacy of services provided hereunder; and makes no warranties of any kind, express or implied with regard thereto. The User agrees to install all equipment to the manufacturer's specification.

By requesting that the County provide services, the User assumes and accepts all risk for any loss or liability caused by, associated with, or derived from, the installation of the radio equipment, software, and hardware; and any loss or liability caused by, associated with, or derived from the use of the radio equipment so installed; and any loss or liability caused by, associated with, or derived from the use of radio equipment to which other radio services have been provided by the County. The risk of loss or liability assumed by the User hereunder includes all causes of action and damages, whether direct, derivative, or consequential.

XIV.

All notices and communications permitted or required under this Agreement are to be mailed by United States Postal Service, certified mail, return-receipt requested, to the following addresses:

FOR THE COUNTY: All notices and communications must be mailed as follows:

Original to:	1.	Sangamon County Board Office 200 S. 9 th Street, Room 201
		Springfield, Illinois 62701
		Attn: County Administrator

And

Copy to: 2. Sangamon County ETSD 2000 Shale Road Springfield, Illinois 62703 Attn: Director

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FOR THE USER:

These addresses may be changed upon giving written notice to the other party. All mailed notices and communications are deemed given and complete upon depositing them in the United States Mail.

XV.

Neither party hereto shall sell, assign, or transfer any of its rights or obligations under this Agreement in whole or part, without the prior written consent of the other party. This Agreement shall bind and benefit the County and the User and shall not bestow any rights upon any third party.

XVI.

This Agreement is governed by and construed according to the laws of the State of Illinois. Exclusive venue of any action or claim arising out of this Agreement is Sangamon County, Illinois. Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon the default or failure by an appropriate remedy, shall not be considered a waiver of strict compliance with any other obligation hereunder, and shall not be considered a waiver of the exercise of any rights or remedies occurring as a result of any future development or failure of performance.

XVII.

This instrument contains the entire Agreement between the parties relating to the rights granted and the obligations assumed. Any modifications concerning this Agreement are of no force and effect unless in writing and executed by both parties except for those modifications effectuated pursuant to the provisions of Paragraph IX.

This Agreement may be executed in multiple counterparts, each having equal force and effect of an original. This Agreement shall become binding and effective only after it has been authorized and approved by the governing bodies of each governmental entity, as evidenced by the signature of the appropriate authority.

SANGAMON COUNTY

NETWORK USAGE POLICY

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POLICY DEVELOPMENT PROCESS

This Network Usage policy is intended to be a policy and procedure which outlines computer, computer use, data storage, data use, networking, and security of data files and hardware for Client Users of the Sangamon County Public Data System. Consequently, as result of technological advances as well as ever changing security risks, this policy will be reviewed as needed. Such reviews are intended to assess the efficiency and effectiveness of the policy and provide an established process for amending the policy. The policy as amended and approved by the E & S Governance Committee will be in effect upon its approval.

POLICY STATEMENT

The Sangamon County expects Users of the Public Data System computer, network, and/or data resources to utilize such resources in a responsible and professional manner. This policy provides guidelines for the appropriate use of Sangamon County Public Data System computer, network, and/or data resources. The privilege to use the computing resources is associated with specific responsibilities outlined in this policy.

POLICY PURPOSE

The Sangamon County Public Data System is designed to provide technical and technological support to the infrastructure. To provide administrative, technical and technological support to the Sangamon County Public Data System and other Users computers, computer systems, and networks for both hardware and software functions.

These policies are intended to provide for the security and functionality of that portion of the Computer Network under the direct control of Sangamon County Public Data System.

This Computer and Network Policy governs use of computer systems including all computers owned and operated by the Sangamon County Public Data System and includes hardware, software, data, communication networks associated with those systems, and password protected accounts assigned to Sangamon County and User computer users. This policy includes the components of the Backup Dispatch Center at the Auburn Police Department in Auburn, IL, which are owned by the County.

The scope of the policy is limited to employees, administrators, and staff of the County, ETSD, SCCDS, and those employees of any client agency using any computer, other network equipment, or resources owned or operated by the Sangamon County Public Data System. Acceptance and use of any Sangamon County owned equipment implies agreement to the policies stated herein.

DEFINITIONS

<u>Authorized use:</u> Authorized use of Sangamon County owned equipment and network resources consistent with the Public Safety Mission of Sangamon County Public Data System and this policy.

<u>Authorized User</u>: An authorized user is an employee granted access to the Sangamon County Public Data System network, equipment and/or resources.

Authorized users include, but are not limited to employees of the County, ETSD and SCCDS, and other Client Agency employees. Personnel who are considered authorized users will change periodically according to this policy or changes in employment or position status.

An authorized user is a person who has been issued a valid account allowing access to a particular piece of equipment, program, or system. A valid account is an account issued by the

employee(s) designated by the Sangamon County Public Data System to administer access to the programs. Generally this will be the System Administrators.

Guidelines for Appropriate Use

Access to the Sangamon County Public Data System, whether local or remote, is a privilege requiring individuals to act in a responsible, courteous manner while respecting the rights of other users and the integrity of the computing system and related resources. The following privileges are conditional upon acceptance of the ensuing responsibilities.

User Privileges – Privacy

Computer users must respect the privacy of other computer users. Attempts (electronic or otherwise) to gain unauthorized access to the system or to unauthorized departmental information violate Sangamon County Public Data System policy and may violate applicable law.

User Responsibilities

Access to resources infrastructure both within and beyond the Sangamon County Public Data System requires that each user accept the responsibility to protect the rights of the Sangamon County Public Data System. Sangamon County expects each user affiliated with the Client Departments to be a responsible user of its resources, and as such, each user is accountable for his or her actions, and those originating from his or her computer or Departmentally assigned computer as a condition of continued use.

Privacy of Information

A user must not intentionally seek or provide information on, obtain copies of, or modify data files, programs, or passwords belonging to the Sangamon County Public Data System without the permission of E & S Governance Committee. Users who are authorized access to Departmental information are required to preserve the confidentiality of such information.

Property Rights

A user must attribute and honor the property rights of the County.

Harassment

No User of the Sangamon County Public Data System may, under any circumstances, use access to Departmental computers or networks to libel, slander, or harass any person.

Computer Harassment includes but is not limited to:

Intentionally using a computer to trouble, intimidate, or threaten another person by conveying obscene language, pictures, or other materials, or threaten bodily harm to the recipient or the recipient's immediate family.

Intentionally using a computer to contact another person repeatedly with the intent to harass, whether or not any actual message is communicated, and/or where no purpose of legitimate communication exists, and where the recipient has expressed a desire for the communication to cease.

Integrity and Security of Information System Resources

A computer user must respect the integrity of computer-based information system resources and is strictly prohibited from attempting to circumvent or subvert any of the Sangamon County computer and network security measures. This does not preclude use of security tools by Sangamon County Public Data System Administration personnel.

Modification or Removal of Equipment

A computer user must not attempt to modify, move, or cause to be moved any computer equipment, software, or peripherals that are owned by the County or ETSD without proper authorization.

A user of SCCDS Call Taker or Dispatch computers must not alter or modify workstation setups, wallpaper, fonts, window colors, or any other preset configurations. These machines must have the original setup configurations at all times to facilitate System Administrator Troubleshooting over the telephones.

Portable Data Files/Media

A computer user is not to insert and access any portable data/media disk, tape, or CD into the drive or drives of any departmentally owned computer. (Not applicable to System Administration Personnel when performing their normal duties)

Unauthorized or Destructive Programs

A computer user must not intentionally develop or use programs, which disrupt other computer users, damage hardware or software, or access restricted portions of the Sangamon County Public Data System. Such unauthorized use may result in civil and or criminal action.

Unauthorized Access

A computer user must not seek to gain unauthorized access to information resources or to facilitate unauthorized access by others. Accessing the Sangamon County Public Data System via an unauthorized IP address constitutes unauthorized access.

Sharing Access

Computer passwords and/or password protected accounts are assigned to individual user and must not be shared with others. A computer user is responsible for any use of his or her account. A computer user must report any unauthorized use of his or her account immediately to system administration personnel.

Permitting Unauthorized Access

A computer user must not run or otherwise configure software or hardware to intercept or decode passwords to intentionally allow access by unauthorized users.

Unauthorized Monitoring

A computer user may not use computing resources for unauthorized monitoring of electronic communication.

Privileged Access

A computer user who is provided special access to information or other special computing privileges will use such access and privileges only in performing official duties. Information accessed in this manner is considered confidential.

Adding New Authorized Users

Access to the Sangamon County Public Data System will be limited to the County, SCCDS, and ETSD personnel except as otherwise specified in the following.

Police and Fire personnel requiring access to certain programs and records to perform their regularly assigned duties. These personnel will be designated by the Chiefs of the various Departments and the Sheriff of Sangamon County. Each has the authority to designate personnel within his/her own department or grant access to other departments for accessing certain records available only in his/her department's records.

Each Department Head grants Administrator Access to the Sangamon County Public Data System Technical Support Personnel for the purpose of upgrading, troubleshooting, and repair of programs under direct control of the Sangamon County Public Data System. Further, each Department Head authorizes the Sangamon County Public Data System Technical Support Personnel to grant access to Program Vendor Technical Personnel for upgrading, troubleshooting, and repair of the Vendor's programs. This implied authority is granted by each department's acceptance and use of these programs.

New personnel or personnel with new duties requiring access can be added as need at any time. New access requests will be submitted in written form to the Sangamon County Public Data System Technical Support.

Review/Termination of Access

When a computer user ceases to be an employee of the County, ETSD, or SCCDS or a Client Agency, his or her access will be terminated. This information will be transmitted in writing to Sangamon County Public Data System Administration personnel within 24 hours of termination. Access for such personnel will be removed immediately upon receipt of official termination. To ensure minimum possibility of unauthorized access by retired, resigned, or terminated personnel, User Accounts will be automatically disabled after 90 days of no sign-in activity.

If a computer user is assigned a new position and/or responsibilities within the County, ETSD, SCCDS, or a Client Agency, his or her access authorization must be reviewed. Individuals must not use facilities, accounts, access codes, privileges, or information for which they are not authorized in their new assignment.

Annual Security Access Audit

On an annual basis, an audit of all users will be conducted to insure only authorized personnel retain access to the system. This audit will include the County, ETSD, SCCDS, and all Client Agencies. Each agency will provide in written or acceptable electronic form to Sangamon County Public Data System Administration, a list of all authorized users, and a list of all personnel terminated, resigned, or retired since the last Annual Security Access Audit. The format and date of this audit will be provided to each agency in sufficient time for completion prior to the audit date.

Use of Copyrighted Information

A computer user is prohibited from using, copying, and storing copyrighted computer software except as specifically stipulated by the owner of the copyright or otherwise permitted by copyright law.

Use of Licensed Software

A computer user may not install, copy, or use licensed or unlicensed software on the Sangamon County Public Data System computing resources. All software is to be installed and supplied by authorized computer support technicians.

Information Integrity

A computer user should be aware of the potential for and possible effects of manipulating information in electronic form. A computer user should understand the changeable nature of electronically stored information and be prepared to take the appropriate steps to verify the integrity and completeness of information that the user complies or uses.

Personal Use

The Sangamon County Public Data System information system resources are not intended for activities unrelated to the County, ETSD, SCCDS or proper Client Agency functions. Incidental personal use is not allowed.

SANGAMON COUNTY PUBLIC DATA SYSTEM PRIVILEGES

Sangamon County is the legal owner and operator of all computers and networks purchased or leased by the County, ETSD, or SCCDS. Responsibility for the management of these resources has been delegated to Sangamon County.

Allocation of Resources

The County, ETSD or SCCDS may allocate resources in different ways in order to achieve its overall mission. This includes all physical assets and personnel resources associated with the computer and network system. The County, ETSD and SCCDS reserve the right to determine computer and network use priorities.

In the event that the Sangamon County Public Data System computer and network resources become limited (e.g. large volume processes, system upgrades, and maintenance etc.) access to specific computing services may be temporarily restricted.

Assignment of IP Addresses

The County or ETSD Network Administrator will have sole responsibility for assigning a single IP address to each workstation, as well as to each piece of computer equipment connected to the Sangamon County Public Data System.

Each Client Agency will designate an individual responsible for control of IP addresses and coordination with the County and ETSD Network Administration personnel.

Assignment of Computer Names

The County and ETSD Network Administrators will have sole responsibility for assigning a single computer name to each workstation, as well as to each piece of computer equipment connected to the Sangamon County Public Data System. The County or ETSD Network Administrator will provide a series of names and ID numbers to each Client Agency for the

purpose of connection to the Sangamon County Public Data System. These are the only Names and ID numbers authorized for connection to the Sangamon County Public Data System Network.

Network/Workstation Utilization

The County or ETSD Network Administrator will monitor utilization of the Department's computers and network resources to determine any additional needs, as well as policy and procedure compliance.

Control of Access to Information

The County and ETSD will control access to its information and the devices on which it is stored, manipulated, and transmitted.

Connection of Private Machines

An owner of a private computer who holds a valid user account and who is granted access to the Sangamon County Public Data System host machine assumes the privileges and responsibilities specified in this policy.

Computer and Network System Administration Policy Administration

The County and ETSD, as owner and operator of all computers and networks purchased or leased within the Sangamon County Public Data System, has the authority to delegate oversight of the computer and network systems located at or attached to the Sangamon County Public Data System to one or more appropriate individuals within the County and ETSD. Each Client Agency retains this right within their agency.

The Computer and Network Policy Administrator shall be responsible for:

- 1. Administration of the Network Usage Policy.
- 2. Communication with the appropriate individuals, responsible for insuring compliance with the Network Usage Policy.
- 3. Designating authority to inspect data, gather electronic evidence, or monitor electronic activity when there is legitimate cause to suspect improper use of computer or network resources.

The standing Administrator of the Network Usage Policy is the E & S Governance Committee.

System Administration

The E & S Governance Committee may designate or authorize other person or persons to manage the computer and network system(s). Such individuals, known as System or Network Administrators, are typically responsible for the technical operations of a particular machine. A System Administrator may access any file and/or folder for the maintenance of network and computing and storage systems.

A System Administrator should use reasonable efforts to:

- 1. Take precautions against theft of, or damage to, computer and network system components.
- 2. Execute all hardware and software licensing agreements applicable to the system.

- 3. Treat information about and information stored by the system's users in an appropriate manner and take precautions to protect the security of a system or network and the information contained therein.
- 4. Promulgate information about specific policies and procedures that govern access to and use of the system, and services provided or not provided to the user. A written document or electronic message posted on a computer system shall be considered adequate notice. Cooperate with the County, ETSD and other System Administrators of the computer system or networks within and outside of the Sangamon County Public Data System, to find and correct problems caused on another system by use of the system under the System Administrator's authority.
- 5. Take reasonable action as authorized by the E & S Governance Committee and the provisions of this policy to implement and enforce the usage and service policies of the system and to provide for the security of the system.
- 6. Take reasonable action as authorized by the E & S Governance Committee and the provisions of this policy to inspect, monitor, or temporarily suspend access privileges in the event that such action is determined as necessary or appropriate to maintain the integrity of the computer system, network, or the protection of other users and individuals.

A System Administrator is equally accountable to the Network Usage Policy as any other user. A System Administrator who violates any provision of the Network Usage Policy, or who misuses his or her authority, is subject to disciplinary action.

Sangamon County Responsibilities

User Security

The County and ETSD has the responsibility to develop, implement, maintain, and enforce appropriate security procedures to ensure the integrity of the Sangamon County Public Data System information, however stored, and to take appropriate action when privacy is intentionally violated.

Protection from Harassment

The County and ETSD has the responsibility to develop, implement, maintain, and enforce appropriate anti-harassment procedures for users of its computers or networks and to take appropriate action when harassment occurs.

Copyright and License Provisions

The County and ETSD have the responsibility to respect and enforce all copyright and license agreements and all laws governing the acquisition and use of such information.

Procedures Related to Alleged Misuse of Computing Privileges

Filing a Complaint

All alleged violations of this policy, shall be reported to E & S Governance Committee.

Response to Alleged Misuse of Computing Privileges

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Upon receipt of a complaint, the E & S Governance Committee will gather information relevant to the complaint and take appropriate action. In doing so, the E & S Governance Committee will communicate with appropriate individuals regarding the complaint.

If the E & S Governance Committee has persuasive evidence of misuse of computer and network resources, and if that evidence implicates the computing activities or the computer files of an individual, the E & S Governance Committee is authorized to:

Request that a System Administrator take the necessary technical steps to preserve the user's files for inspection by E & S Governance Committee or authorized authorities.

Determine the nature and immediacy of corrective action.

If a person appears to have violated this policy, and the violation is deemed to be minor by the E & S Governance Committee, and the individual has not been implicated in prior incidents, then the incident may be addressed by the E & S Governance Committee or by the employee's supervisor.

In the case of repeated violations, or if the violation threatens the security of the computer and network system, the E & S Governance Committee may authorize the appropriate System Administrator to temporarily disable any offending or apparently compromised computer accounts, or to temporarily disconnect or block offending computers/users from the network.

A user found in violation of this policy is subject to a full range of sanctions, including the loss of computer or network privileges, disciplinary action consistent with the County, ETSD, and Client Agency rules and regulations, collective bargaining agreements, and legal action. The County, ETSD, and Client Agencies will meet their responsibility to report violations that may constitute criminal offenses to the appropriate authorities.

ACCESS TO THE SANGAMON COUNTY PUBLIC DATA SYSTEM

ARCHIVE AND BACKUPS

ARCHIVE-The copying of certain data to tape or optical media for the purpose of retaining in storage should it be needed in the future. Once the copy is made the data is removed from the Primary system.

BACKUP-The copying of certain data to tape or optical media for the purpose of retaining in storage should it be needed in the future. The data is not removed from the Primary System after the copy is made.