

**CITY OF SPRUCE GROVE  
CITY POLICY**

**NUMBER  
6,026**

**REFERENCE:**

**ADOPTED BY  
CITY COUNCIL**

**SUPERSEDES  
NEW**

**RES.#: 015- 02**

**DATE: 14 Jan 02**

**1 of 3**

**REFERENCE: Third Party Access to City Computer Network System**

**POLICY STATEMENT:**

Outside agencies conducting business with the City of Spruce Grove and requiring network communication will normally be able to conduct this business using the Internet. In some cases however, the City or its Departments may be better served by a more direct connection between the City Network and the outside agency. Reasons for this may include faster access, a more reliable connection, or the exchange of network protocols not normally transmitted across the Internet. This Policy is established to make approved third party users of the City's computing resources aware of their privileges and responsibilities.

**1. DEFINITIONS:**

- a. City Network: the physical computer hardware which comprises the Computer Network owned and operated by the City of Spruce Grove and any and all software owned, controlled or licensed by the City. For clarity, City Network shall also include any software and hardware which the City utilizes to access the Internet
- b. Internet: the global computer network or World Wide Web.
- c. Logged On: connected to a City Network with a non-public user identification (e.g. personal account).
- d. Resource: any computing device, peripheral, software or related consumable (e.g. paper, disc, space, central processor time, network bandwidth) owned or controlled by the City.
- e. Service: any software that makes a computer's files or other locally stored information available for use by another computer or facilitates the transfer of data between two remote computers. Services include but are not limited to web, file, or e-mail server software.
- f. Spam: unsolicited mass e-mail for the purpose of advertising a service, achieving personal gain, or other inappropriate use.
- g. Third Party: a group, organization, society, activity or business that is not owned by, operated by, or a part of the City of Spruce Grove.
- h. Unlawful Activity: is that activity which is included in the Criminal Code of Canada.

\* This policy is subject to any specific provision of the Municipal Government Act or other relevant legislation or Union Agreement.

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**2. ADMINISTRATION**

a. Criteria

In order for a third party to be granted access to or the use of the City's computing resources they must meet one of the following criteria:

- (1) a clearly demonstrated benefit to service delivery by the City to it's clients,
- (2) demonstrated efficiencies to the City's operating procedures and processes that contribute to staff efficiencies, financial savings or administrative enhancements.

b. Conditions

Third party use must be consistent with law, the City's Mission Statement, the City's Leadership Principles and Organization of Choice guidelines. Any use of the City's computing resources that violate these guidelines, also violate this Policy and may result in the reduction or loss of computing privileges. The City retains the right to Deny access to the City's Computer Networks to any Third Party.

c. Procedure

- (1) Requests for Third Party access to the City's computing resources must be initiated or sponsored by a member of the City's Management Team and submitted to the **Finance Department / Information Technologist** for recommendation and approval.
- (2) The request must explain the nature of the desired connection and the expected benefits to the City, including the applicable criteria listed at Paragraph 2.a. to this Policy. Normally requests for direct connection to the City Network from contracted third parties providing computing or networking services will not be entertained. The request must indicate which files are to be accessed as read / write or read only.
- (3) The connection must be used solely to provide the improvement in service or process indicated by the sponsoring Department Manager in the initial request.

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	<p>(4) The Information Technologist will confirm the City's technical capability to meet the request and will advise the sponsoring Departmental Manager accordingly.</p> <p>(5) The Information Technology Section will create a contract with the Third Party on behalf of the City. The contract should contain, but not be limited to:</p> <ul style="list-style-type: none"> <li>(a) The length of the agreement</li> <li>(b) A list of authorized third party users</li> <li>(c) A list of files which may be accessed read / write and those which are read only</li> <li>(d) Any limits to file storage space</li> <li>(e) Financial considerations or compensation to the City (where appropriate).</li> </ul> <p>d. <u>Acceptable Use Agreement</u> The Acceptable Use Agreement (Annex A) shall be completed by both parties and shall be attached to and form part of the contract.</p> <p><u>Attachments</u></p> <p>Annex A. Network and Computer Resource Acceptable Use Agreement</p>
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**THE PURPOSE OF THIS POLICY IS TO-:** make approved third party users of the City's computing resources aware of their privileges and responsibilities.

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## **Network and Computer Resource Acceptable Use Agreement**

In consideration of the City agreeing to permit the User to have access to the City Network, the User agrees to the following terms and conditions:

### **Section 1: Definitions**

In this Agreement, the following terms shall have the following meanings:

- a. *City* - means the City of Spruce Grove.
- b. *City Network* -- the physical computer hardware which comprises the Computer Network owned and operated by the City of Spruce Grove and any and all software owned, controlled or licensed by the City. For clarity, City Network shall also include any software and hardware which the City utilizes to access the Internet.
- c. *Internet* -- the global computer network composed of millions of computers and thousands of networks.
- d. *Logged On* -- connected to a City Network with a non-public user identification (e.g., personal account).
- e. *Policy* - The City of Spruce Grove's policy No. 6,026 (Third Party Access to City Computer Network System);
- f. *Resource* -- any computing device, peripheral, software, or related consumable (e.g., paper, disk space, central processor time, network bandwidth) owned or controlled by the City.
- g. *Service* -- any software that makes a computer's files or other locally stored information available for use by another computer or facilitates the transfer of data between two remote computers. Services include, but are not limited to, web, file, and e-mail server software.
- h. *Spam* -- unsolicited mass e-mail for the purpose of advertising a service, personal gain, or other inappropriate use.
- i. *Third Party* -- a group, organization, society, or business that is not owned by, operated by or part of the City of Spruce Grove.
- j. *Unlawful Activity* -- is that activity which is prohibited under the laws of the Province of Alberta or the laws of Canada (including, without limitation, the **Criminal Code of Canada** including:
  - (1) Processing, downloading or distributing child pornography,
  - (2) Uploading or downloading information or software in violation of copyright laws;

- (3) Spreading viruses with the intent to cause harm,
  - (4) Harassment,
  - (5) Communication of Hate Propaganda, or
  - (6) Distributing, publishing, or possessing for the purpose of distribution, or publicly displaying any obscene material.
- i. *User* means an individual who has been authorized in writing to access and use the City Network.

## **Section 2: Introduction**

a. The User acknowledges that the Policy is established to make third party users of the City's computing resources aware of their privileges and responsibilities and to maximize the value of those resources to the Third Party agency while permitting maximum freedom of use consistent with law, the City's mission statement, the City's leadership principles, and the Organization of Choice guidelines. Any use of the City's computing resources or the City Network, which violates the Policy shall also constitute a violation of this Agreement.

b. Violation of this Agreement by the User shall result in the reduction or loss of computing privileges as the City may, in its sole discretion, determine. Violation of law will result in referral to appropriate authorities.

## **Section 3: General Usage Statement**

The User agrees to abide by the following terms and conditions in the use of the City Network:

- a. Network and computing resources of the City are provided primarily to support the mission of the City. Users may occasionally use the City Network for personal needs as long as such use is consistent with established City policy. The City will not provide, and will not be responsible for, software kept on personally owned computers, nor are they responsible for the installation, repair, maintenance or upgrade of personally owned hardware. The City will not be responsible for any damage to User's computers, operating systems, software or programs caused by or as a consequence of being connected to the City's Network.
- b. Users should not leave a computer Logged On if the user will be away from the computer for an extended period of time (e.g., two hours) or if the computer is in an unsecured area. Personal accounts are private and should not be shared with others. The User shall be solely responsible for any unauthorized use of its personal account.
- c. The use of the City Network for political gain or exclusive personal gain is not permitted.
- d. The City may restrict the use of computing and network resources which comprise the City Network. This includes the right to block Spam messages and to delete User files and mail to conserve disk space on City owned computers.

- e. Third Party information stored on the City's Network or computer resources constitutes placing all material in the custody and control of the City for the purposes of the Freedom of Information and Protection of Privacy Act, SA, 1994, c. F-18.5 (as amended) and the User acknowledges that this information may be subject to public access with specific exceptions as allowed under the Act.
- f. The User acknowledges that it is aware that the accuracy and relevance of material found on the Internet cannot be guaranteed and the full responsibility for ensuring accuracy of information lies with the User. Sites may contain information that is out-of-date, erroneous, illegal, offensive, controversial or sexually explicit. The responsibility for identifying and avoiding information is the Users.
- g. The User shall be solely responsible to ensure that appropriate virus checking measures are taken by the User and any viruses found must be reported immediately to the City.
- h. The User shall comply with any policies or guidelines which others may have imposed upon the use of their websites or the access of information on their computer systems.
- i. The User shall ensure that all of its employees comply with the terms and conditions of this Agreement.

#### **Section 4: Unacceptable Uses**

The User shall not use the City Network for the following uses:

- a. Using City Network resources for any unlawful activity.
- b. Sending Spam or creating or retransmission of chain e-mail messages.
- c. Sending e-mail from another user's account.
- d. Altering the header of an e-mail message to prevent the recipient from determining the actual sender of the e-mail.
- e. Logging into or using any computer account or accessing, modifying, or creating any files without the account owner's permission.
- f. Introducing new services or resources (e.g., personal web server) or altering existing services or resources (e.g., registering personal domain name) on the City Network without the approval of the City of Spruce Grove.
- g. Transmitting, without authorization, information proprietary to the City or information that could be construed as a statement of official City policy, position, or attitude.
- h. Wasting resources such as print services, disk space, and Network bandwidth.
- i. Intercepting network traffic without authorization.

- j. Using the City Network for any activity that results in degradation of City provided services, denies services to other City users, or jeopardizes the security or capabilities of the City’s Network.
- k. Accessing portions of the City Network that the User has not specifically been given the right to access;
- l. Engaging in any communication that is obscene, defamatory, or offensive or accessing such information.
- m. Using the City Network for electronic “snooping”, (i.e., to satisfy idle curiosity about the affairs of others) with no legitimate business reason for obtaining access to the files or communications of others.

The City of Spruce Grove reserves the right to monitor the User’s access of the City Network and the Internet (through the City Network) and to access any User or Third Party files stored on the City Network for the purpose of monitoring for violations of this section.

**Section 5: Agreement**

a. The User hereby certifies that the User has read, understands, and agrees to the terms set forth in this Agreement and in the Policy. The User further certifies that the User has received a copy of the policy. The User acknowledges and agrees that access to the City’s Network is a privilege and not a right and that if the User fails to conform to the terms of this agreement, the City may revoke the User’s City Network account(s) and City Network access. The User further acknowledges that Illegal activity will be referred to the appropriate authorities.

b. I understand the above stated conditions for accessing the City Network and the Internet, and I agree to abide by these terms and conditions. I understand that certain material found on the Internet is offensive to some people and that I access the Internet of my own free will and at my own risk. Furthermore, I request access to the City of Spruce Grove’s Computing resources and/or an account on the City’s Network.

c. The Policy shall be attached to and become part of this contract between the City of Spruce Grove and \_\_\_\_\_(User name).

In witness whereof the City and the User have executed this agreement this \_\_\_day of\_\_\_\_\_, 20\_\_

**The City of Spruce Grove**

**Per:** \_\_\_\_\_

**User**

**Per:** \_\_\_\_\_