# County of Kendall, Illinois LAW, JUSTICE, AND LEGISLATION COMMITTEE Remote Meeting Agenda

Monday, July 13, 2020 ~ 3:15 p.m.

- 1. Call to order
- 2. Pledge of Allegiance to the American Flag
- 3. Roll call and determination of a quorum: Tony Giles (Chair), Matthew Prochaska (Vice Chair), Judy Gilmour, Audra Hendrix, Robyn Vickers
- 4. Approval of the Agenda
- 5. Approval of the June 8, 2020 meeting minutes
- 6. Public Comment
- 7. Status reports
  - A. Coroner
  - B. Emergency Management Agency
  - C. Public Defender
  - D. Court Services
  - E. Sheriff's Office
    - 1. Operations Division
    - 2. Corrections Division
    - 3. Records Division
- 8. Old Business
- 9. New Business

From Sheriff's Office:

> Discussion and Approval of Body Worn Cameras for Patrol and Corrections

From Emergency Management Agency:

- Approval of Memorandum of Agreement between the Kendall County Emergency Management Agency and the Federal Emergency Management Agency Integrated Public Alert and Warning System (IPAWS) Program Management Office
- 10. Legislative update
- 11. Chairman's report/comments
- 12. Executive Session
- 13. Adjournment

If special accommodations or arrangements are needed to attend this County meeting, please contact the Administration Office at (630) 553-4171, a minimum of 24-hours prior to the meeting time

# COUNTY OF KENDALL, ILLINOIS Law, Justice and Legislation Committee Monday, June 8, 2020 Meeting Minutes

<u>Call to Order and Pledge Allegiance</u> – Vice Chair Matthew Prochaska called the meeting to order at 3:22p.m. and led the Pledge of Allegiance.

### Roll Call:

Committee Member	Status	Arrived at Meeting	Left Meeting
Amy Cesich	Appointed to form a quorum	9	
Tony Giles	ABSENT		
Judy Gilmour	ABSENT		
Audra Hendrix	Here		
Matthew Prochaska	Here		
Robyn Vickers	ABSENT		

With only two committee members present, Vice Chair Prochaska appointed Vice County Board Chair Cesich to the committee to form a quorum. Once a quorum was determined, the committee was able to conduct business.

Others Present: Sheriff Dwight Baird, EMA Director Roger Bonuchi, Public Defender Vicki Chuffo, Court Services Director Alice Elliott, County Administrator Scott Koeppel, Sheriff's Executive Assistant Tracy Page, Chief Deputy Mike Peters, Chief Judge Robert Pilmer, and Coroner Jacquie Purcell, Undersheriff Bobby Richardson

Approval of the Agenda – Member Hendrix made a motion to approve the agenda, second by Member Cesich. With all members present voting ave, the amended agenda was approved.

<u>Approval of Minutes</u> – Member Hendrix made a motion to approve the March 9, 2020 meeting minutes, second by Member Cesich. <u>With all members present voting ave, the motion carried</u>.

# Public Comment - None

# Status Reports

Coroner – Coroner Purcell reviewed the monthly report with the committee, and reported 39 deaths; with 204 year-to-date deaths.

The Coroner's Office responded to one accidental overdose death, and authorized 25 cremations. There were six COVID-19 related deaths within Kendall County in the month of May. Written report provided.

EMA – Written report provided. Director Roger Bonuchi reported multi-agency Search and Rescue Training was cancelled due to COVID-19.

EMA continues working closely with the Kendall County Health Department regarding the changing status of the Corona Virus. EMA Volunteers loaded and delivered 1,700 isolation gowns, and 2,000 masks to four long-term Care Facilities in the County on May 27th, made additional PPE orders that will be delivered to Oswego District 308 and the Regional Office of Education.

Mr. Bonuchi reported he continues to attend PPE and IEMA Region 3 meeting three times per week, and Siren, STARCOM and WSPY EAS testing continues on a monthly basis.

Public Defender — Written report provided. Public Defender Chuffo stated that appointments for felony, misdemeanor and traffic cases increased slightly since last month, but her office is still seeing the effects of the pandemic on arrests and case filings with a total of new 56 new cases between May 1 and June 1, 2020.

Court Services -Director Elliott stated that due to the Pandemic the number of detentions has decreased, which helps with their budget.

Ms. Elliott stated that for a second year, Court Services is applying for the Family Violence Coordinating Council Grant between the State of Illinois Criminal Justice Information Authority and the 16<sup>th</sup> and 23<sup>rd</sup> Judicial Circuits. Kendall County serves as the fiscal agent only, and all expenditures are equal to the revenue. It was the will of the Committee to send the item directly to the County Board for discussion and approval.

Ms. Elliott also reported that on May 23rd, the General Assembly adopted the state budget with full funding for the Illinois Supreme Court. Part of that budget is full funding for probation officer reimbursement for the counties, which is good news for Kendall County as some of the fully county funded positions were converted last year to reimbursable positions. Court Services should receive an appropriations letter from AOIC sometime in late July or August. Worth noting is that during the appropriation hearings, legislators expressed the need for a robust probation/pretrial division as the focus on reducing the numbers of those incarcerated increases. Written report provided.

# Sheriff's Report

a. Operations Division – Undersheriff Bobby Richardson reported that over the weekend, they tested 123 applicants for Patrol positions.

Undersheriff Richardson also reported on Sheriff's Office participation with local municipalities in civil unrest protests the last few weeks including Aurora, Plano, Plainfield and Naperville. Sheriff Baird also mentioned increased Sheriff's Deputy participation in Community Public Service mobile events throughout the committee. Written report provided.

- b. Corrections Division Chief Deputy Peters provided a briefing on the COVID-19 impact on the jail, stating that employees have been instrumental in participating, encouraging immate participation, safety and compliance, making suggestions for increased safety of employees and immates, limiting admittance of volunteers, visitors, and vendors, and increased cleaning and decreased interaction where possible. Written report provided.
- c. Records Division Written report provided.

Old Business - None

New Business - None

Chairman's Report/Comments - No report

Public Comment - None

Legislative Update - None

Executive Session - Not needed

Adjournment - Member Hendrix made a motion to adjourn the meeting, second by Member Cesich. With three members in agreement, the meeting adjourned at 3:50p.m.

Respectfully Submitted,

Valarie McClain Administrative Assistant



# KENDALL COUNTY CORONER

- JACQUIE PURCELL -

Description	**	June 2020	Fiscal Year-to-Da	June 2020 te
Total Deaths		29	233	25/165
Natural Deaths		22	215	22/155
Accidental Deaths		3	10	1/3
Pending		2	2	0/0
Suicidal Deaths		2	6	2/6
<b>Homicidal Deaths</b>		0	0	0/0
Toxicology		7	21	3/13
Autopsies		3	15	1/10
Cremation Authorizations		17	144	13/98
Scenes Responded	to:	Transported by Co	roner's Office:	External Examinations:
8		8		5

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**(S)**:

- 1. 06/10/2020 Plano 52yo, Male, Gunshot Wound to the Head
- 2. 06/19/2020 Yorkville 22yo, Male, Hanging

(A):

- 1. 06/13/2020 Yorkville 23yo, Male, Overdose Death
- 2. 06/30/2020 Yorkville 25yo, Male, Passenger, Automobile vs Tree Collision
- 3. 06/30/2020 Yorkville 46yo, Male, Driver, Automotive vs Tree Collision

(P):

- 1. 06/20/2020 Montgomery 60yo, Male, Pending
- 2. 06/23/2020 Oswego 44yo, Male, Pending

# PERSONNEL/OFFICE ACTIVITY:

- 1. Intern, Maggie Klemm, began working in the office 6/1/2020. Maggie is studying Forensic Anthropology at Western Carolina University in North Carolina.
- 2. Chief Deputy Coroner Gotte provided orientation training for the new KCSO Corrections Officers on June 18.
- 3. A total of 20.5 community service hours were served in June.

# Kendall County Emergency Management Agency

1102 Cornell Lane, Yorkville Illinois 60560 Roger Bonuchi, Director Tracy Page, Deputy Director

# **EMA/Search and Rescue Report**

### **JUNE 2020**

### COVID-19

• Supplied PPE to Oswego Township, KC Clerk's Office for election judges, KC Public Defender's office, Newark SD and Lisbon Grade School.

• Met with a commercial PPE supplier and have some pricing to move forward with.

Worked up a 150-day outlook (through November) for PPE at our current burn rate. We're short ~5,000 N95 masks if we continue to give out PPE to school districts, Oswego Township, Newark FD, etc. If we close the scope down to only Kendall County offices and departments, we have all we need through November and likely December. Buying the 5,000 N95 masks is ~\$14,000.

### Weather

• Opened the EOC for storm monitoring and NWS reports on Friday, June 26th ~5pm. Newark had wind damage, trees down, and power outages. After the storms had passed, drove to Newark to provide mutual aid by assisting in closing down roadways that had downed power lines.

Basic weather spotter class at Newark fire house was a success on Thursday, June 18th @ 7pm

Working on FEMA IPAWS implementation.

### KENCOM

• Working on review/replacement of the severe weather policy with KENCOM.

Paging call out lists have been validated

# **Hazardous Materials Incident Report**

Received a report from IEMA on a release of Gasoline, E85, & Diesel fuel at 8115 IL Rte #47,
 Yorkville, IL. It came from an unground storage tank. There is no action required on our part.

### EOP

Working to getting responses from all the county departments for the EOP.

# **Hazard Mitigation Plan**

• Our hazard mitigation plan is outdated. A vendor contacted us about updating it with they being paid by an IEMA grant. This was the method used some 4-5 years ago here and is not uncommon.

### Search & Rescue.

- June 2 Romeoville/Will County EMA Missing person search for 83 YOA dementia female.
- June 12 Kendall County Sheriff Office Missing person search for a 14 YOA female that had threatened suicide previously.
- June 23 Multi Agency Search and Rescue Training in the subject of Map Technology via Zoom. Fifty-two (52) personnel from eleven (11) area agencies attended. Class went 2 hours

### Meetings

- Meeting with Rob DeLong (Oswego Township EMA Coordinator)
- Attended Boulder Hill meeting.
- Will County EMA
- Attending PPE and IEMA Region 3 meetings 3 times a week.
- Semiweekly meetings to discuss EOP, grants, plans, etc.
- EMA scheduled for July 13, 2020 will have a presentation on the Great New Madrid Earthquake

### Outreach

- Continued with siren testing on the first Tuesday morning of the month
- Continued with STARCOM testing first Tuesday morning of the month
- WSPY EAS testing first Tuesday morning of the month did not occur in June. The EAS system is down, Doug Nelson with WSPY is aware of the problem.
- SitRep will be sent out every Wednesday going forward
- KCEMA will no longer be attending Prairiefest since it has been cancelled this year by the Oswegoland Park District

TO: Law, Justice and Legislation Committee Members

FROM: Victoria Chuffo, Public Defender; Monthly Report VC

NUMBER OF CASES ASSIGNED TO EACH PUBLIC DEFENDER
AS OF JULY 6, 2020

# VICTORIA CHUFFO, Public Defender

- 136 cases / last month 156 cases Felony cases
  COURTNEY TRANSIER, First Asst. Public Defender
- 207 cases / last month 217 cases Felony cases
  MICHAEL MONTGOMERY, Asst, Public Defender
- 276 cases / last month 279 cases Felony/ Juvenile cases LINDSEY LACHANSKI, Asst. Public Defender
  - \_\_ 506 cases/ last month 461 cases \_\_ Misdemeanor/Traffic/Juvenile cases

JESSICA DEETS, Asst. Public Defender

\_\_ 494 case/ last month 443 cases -Misdemeanor/Traffic/Juvenile cases

My office has been appointed a total of 226 new cases between June 1, 2020 and July 6, 2020. The Kendall County Public Defender's Office currently has 1,619 open cases as of today's date; July 6, 2020. The Public Defender appointments for felony; misdemeanor; driving under the influence; juvenile delinquency; juvenile abuse and neglect; ordinance violations and traffic offenses increased since last month; I have noticed huge increases for misdemeanor; juvenile delinquency and traffic cases from last month. My office has been appointed to 12 individuals for bond call only appointments from June 1, 2020 to July 6, 2020.

To:

Kendall County Board \* Law, Justice and Legislation Committee

From:

Alice Elliott, Director \* Kendall County Court Services

Date:

July 2020

Re:

**Monthly Report** 

Juvenile Detention - FY2020 ~ Costs Incurred

Kendall County Court Services FY2020 Summary - Juvenile Detention		Same Time 2019	Same Time 2018	Same Time 2017	Same Time FY2016	Same Time FY2015				
Month	Total New Admissions	Total Holdovers*	Total Days	Total Cost Incurred						
					\$18,652,00* Paid FY19 incurred FY18					
12/2019	3	4	55	\$6,600.00	\$17,640.00	\$10,450,00	\$8,690.00	\$15,620.00	\$3,000.00	
01/2020	6	1	93	\$11,160.00	\$12,120.00	\$9,020.00	10,560.00	15,180.00	8,400,00	
02/2020	5	2	85	\$10,200.00	\$10,320.00	\$11,330.00	15,070.00	11,110.00	4,100.00	
03/2020	5	4	151	\$18,120.00	\$6840.00	\$21,730.00	9,900.00	3,410.00	2.300.00	
04/2020	2	1	33	\$3,960.00	\$7920.00	\$15,960.00	13,640.00	5,940,00	2,400,00	
05/2020	2	2	57	\$6,840.00	\$18,840.00	\$10,560.00	5,610.00	4.180.00	7.800.00	
06/2020	4	2	86	\$10,320.00	\$24,000.00	\$7,320.00	6,270.00	11,660.00	5,500.00	
07/2020					\$14,880.00	\$11,760.00	1,540.00	10,120.00	8,400.00	
08/2020					\$4560.00	\$12,000.00	3,850.00	11,880.00	7,400.00	
09/2020					\$4560.00	\$9120.00	9,130.00	2,640.00	16,000.00	
10/2020					\$9000.00	\$15,120.00	10,780.00	5,610.00	15,440,00	
11/2020					Paid in FY20	\$18,600,00	5,173,00	11,110.00	15,100,00	
TOTAL		- A solono detalo		\$67,200.00	\$149,332,00	\$152,970.00	\$100,210.00	\$108,460,00	\$95,840.00	

\*Holdover=A minor detained on the last day of the previous month carried over to the first day of the current month.

Kendall County Fiscal Year 2020 (Invenile Detention):

Kendali County Fiscal Year 2020 (Juvenile Board & Care):

Amount Budgeted: \$150,000.00 Amount Expended: \$67.200.00 Amount Budgeted: \$ 70,000.00 Amount Expended: \$ 0

Amount Remaining:

\$ 67.200.00 \$82,800.00 Amount Expended: \$ 0 Amount Remaining: \$ 70,000.00

Iuvenile Board & Care - FY2020 ~ Costs Incurred

	Number of Minors Placed	Days Paid	Total Monthly Cost Incurred	Total Cost Incurred (Running Total)
12/2019	NA NA	NA	NA NA	NA
01/2020	NA	NA	NA NA	NA
02/2020	NA NA	NA	NA NA	NA
03/2020	NA	NA	NA NA	NA NA
04/2020	NA	NA	NA NA	NA.
05/2020	NA NA	NA	NA NA	NA.
06/2020	N/A	N/A	NA NA	NA NA
07/2020				6482
08/2020				
09/2020				
10/2020				
11/2020				
TOTAL				

Items Worthy of notice to the County Board:

Last month it was reported that the Supreme Court will be providing full funding for probation services for the new state budget year. Another piece of good news is the increase of funding for one of our partially salary funded probation positions to now full salary funding. This is retroactive back to July 1 2019 and moving forward. This decision was made to ensure continued support of community corrections and provide support at the local level to support and enhance community based corrections,

Sadly, our Pretrial Supervisor has moved on to Aurora Police Department and therefore we are short a supervisor for the Special Programs Division. Applications have been coming in and interviews are scheduled to take place mid-july with an anticipated start date of mid-August. Unfortunately, this does impact our timeline for working toward Pretrial Accreditation. However, we are continuing in our efforts toward this goal and hope to get things caught up soon. Additionally, the National Institute of Corrections has agreed to provide a training for our Pretrial Stakeholders. This training will ensure all system players are on the same page and Pretrial Best Practices are built into the foundation of our program.

# KENDALL COUNTY SHERIFFS OFFICE MONTH-END REPORT



JUNE 2020

POLICE SERVICES	April-18	June 2
Calls for Service	699	804
Police Reports	381	30:
Total Arrests	48	69
Ordinance Citations Issued	1	(
TRAFFIC SERVICES	June-19	June-20
Traffic Contacts	606	265
Traffic Citations Issued	133	108
DUI Arrests	3	8
TRAFFIC CRASH INVESTIGATIONS	June-19	June-20
Property Damage	45	10
Personal Injury	6	27
Fatalities	0	1
TOTAL CRASH INVESTIGATIONS	51	38
VEHICLE USAGE	June-19	June-20
Total Miles Driven by Sheriff's Office	51,721	57,231
Vehicle Maintenance Expenditures	\$4,149	\$3,294
Fuel Expenditures	\$9,997	\$9,775
Fuel Gallons Purchased	3,972	4,926
Squad Damage Reports	0	0
AŬXILIARY DEPUTIES	June-19	June-20
Ride-A-Long Hours	0	0
Auxiliary Hours	75	13
TOTAL AUXILIARY HOURS	28	13
EVIDENCE/PROPERTY ROOM	June-19	June-20
New Items into Property Room	252	144
Disposal Orders Processed	0	30
Items Disposed Of	47	85
tems Sent to Crime Lab for Processing	25	21
Pounds of Prescription Meds Collected from Drop Box Program	25	3
NVESTIGATIONS/COPS ACTIVITIES	June-19	June-20
Total Assigned Cases (Patrol/Invest)	24	26
Total Closed Cases (Patrol/Invest)	21	13
Total Open Cases (Patrol/Invest)	125	134
Community Policing Meetings/Presentations	38	26
Sex Offender / Violent Offenders Against Youth Registrations	June-19	June-20,
Sex Offender Registrations	10	13
iex Offender - Address Verifications Completed	2	1
ex Offender - Address Verification Attempted	2	1
otal # of Sex Offenders- Jurisdiction	30	31
otal # of Sex Offenders- Entire County	64	81
lolent Offenders Against Youth Registrations	1	0
OAY - Address Verification Completed	0	0
OAY - Address Verification Attempted	0	0
otal # of VOAY- Jurisdiction	4	5
otal # of VOAY- Entire County 11/32	16	20

RECORDS DIVISION		
SHERIFF SALES	June-19	June-20
Sales Scheduled	31	6
Sales Cancelled	21	6
Sales Conducted	10	0
CIVIL PAPERWORK	June-19	Jane-20
Papers Filed/Received	184	151
Papers Served/Executed	90	127
REPLEVINS/LEVY	June-19	June-20
Replevin/Levy Scheduled	0	0
Replevin/Levy Conducted	0	0
SA, SUBPOENA & POIA REQUESTS	June-19	June-20
Electronic and Recording Copy Requests		59
Accident Reports	16	11
Background Checks	24	17
Incidents	48	67
Subpoenas	6	5
TOTAL REQUESTS	94	159
WARRANTS	June-19	June-20
Total Warrants on File	1,416	1,439
New Warrants Issued	96	47
Total Warrants Served	115	11
Warrants Quashed	23	15
EVICTIONS	June-19	June-20
Evictions Scheduled for Month	9	0
Evictions Cancelled	3	0
Evictions Conducted	6	0
FEES	June-19	June-20
Civil Process Fees	\$4,252.50	\$6,978.00
Sheriff Sales Fees	\$7,800.00	\$0.00
Records Fees/Fingerprinting	\$140.00	\$259.65
Bond Processing Fees	\$542.06	\$794.54
TOTAL FEES COLLECTED	\$12,735	\$8,032
CORRECTIONS DIVISION		
IAIL POPULATION	June-19	June-28
New Intake Bookings	233	89
Inmates Released	224	83
Federal Inmate ADP	98	75
Kendail County Inmate ADP	63	46
Other Jurisdictions Inmate ADP	4	6
Average Daily Population	165	127
IAIL MEALS	June-19	June-20
Number of Meals Prepared Consolidated Food	14,534	11,287
Price Per Meal 12/32	\$1.23	\$1.34

NMATE TRANSPORTS	June-19	June-20
To and From Kendall County Courthouse	98	25
Other County Court Transports	4	1
Out of County Prisoner Pickups	20	1 8 0
To I.D.O.C	2	_
Medical/Dental Transports	4	0
Court ordered medical transports	1	1
Juvenile To and From Youth Homes/Courts Federal Transports	37	12
_	25	5
TOTAL INMATE TRANSPORTS	191	52
INMATE WORK CREWS	June-19	June-20
Number of Inmates	9	0
Number of Locations	1	0
Total Hours Worked	10	0
REVENUE	June-19	June-20
Amount invoiced for inmates Housed for Other Juris.	\$7,500.00	\$11,160.00
Amount Invoiced for Federal Housing	\$219,825.00	\$179,921.00
Amount Invoiced for Federal Court Transport	\$16,550.70	\$366.20
Amount Invoiced for Federal Medical Transport	\$445.52	\$576.85
TOTAL INVOICED	\$244,321	\$192,024
MEDICAL BILLING	June-19	June-20:
Medical Contractual Services	\$15,380.78	\$19,425.89
Prescriptions	\$3,604.78	\$1,027.82
Medical	\$79.55	\$109.26
Dental	\$0.00	\$0.00
Emergency Medical Services	\$0.00	\$0.00
Medical Supplies	\$378.28	\$392.46
TOTAL MEDICAL BILLING	\$19,443	\$20,955
Outstanding FTA Fees	June-19	June-20
FTA Fees- Outstanding	\$300.00	\$75.00
COURT SECURITY	June-19	June-20
Entries	14,236	11,565
Items X-rayed	4,879	3,209
Bond Call - In Person	48	10
Bond Call - Video	26	29
Kendall Prisoners	88	72
Other Prisoners	27	5
Arrests made at Courthouse	27	17
Contraband Refused	82	80

	TOTAL HOURS	27	0
NATURE OF TRAINING			ند ند
AUXHARY		June-19	June-20
	TOTAL HOURS	.0	1.5
LEADS Recertification			1.5
NATURE OF TRAINING		0	0
RECORDS DIVISION		June-19	June-20
	TOTAL HOURS	13	8
LEADS Recertification			1.5
Lexipol Daily Training Bulletin			4.5
CourtSmart Monthly Training			2
NATURE OF TRAINING		-	
COURT SECURITY		June-19	June-20
	TOTAL HOURS	1,197.50	212.5
Leveraging Private Sector Cooperation to Solve	e Crimes		1
Felony Traffic Stop Practicals			63
SRT			32
Room Clearing Drills			72
Lexipol Daily Training Bulletin			24
CourtSmart Monthly Training			20.5
NATURE OF TRAINING			Service Alex
OPERATIONS DIVISION		iune-19	June-20
	TOTAL HOURS	355.5	137.5
Policy Supervisory Liability			16
Mental Health First Aid for Public Safety	-		8
Corrections One (Understanding Behavior, Bu	rnout, &		1
Taser X-2 Certification			8
Restraint Chair Procedures			2
PREA: Your Role Responding to Sexual Abuse			9
CorrectionsOne Academy (PREA)			1
Open Meetings Act On-Line			2
LEADS Re-Certification			10.5
LEADS Certification			8
KC SAO Anti-Harassment & Discrimination Tra	•		1
CorrectionsOne Academy (Booking & Admissi	ions)		
BLS CPR Certification	, , , , , , , , , , , , , , , , , , ,		10.
CERT (Taser X-2 Re-Certification/Cell Extraction	on)		
OC Pepper Spray Certification	iai assiirelli, EtC		
Policy #315: Against Unlaw. Discrimination, H	•		1
CorrectionsOne Academy (Classification of In	mates)		1
CERT (Pepperball)			
Lexipol Daily Training Bulletins  Nova Intermediate Course			25.
NATURE OF TRAINING			
CORRECTIONS DIVISION		June-19	June-20
ISSNESS IN WASHINGTON AND THE TOTAL			



# KENDALL COUNTY OFFICE OF THE SHERIFF

Dwight A. Baird, Sheriff 1102 Cornell Lane Yorkville Illinois 60560 Phone: 630-553-7500 Fax: 630-553-1972 www.co.kendall.il.us/sheriff



### INTEROFFICE MEMORANDUM

To:

Sheriff Baird

From: Commander Langston

Date: 07/08/2020

Purchase of Body Worn Cameras (BWC)

Copies: As needed

### Sheriff.

In 2017 we conducted a Request for Proposals (RFP) to procure new in car audio/video recording systems for our fleet of squad cars. Part of the RFP specs required the system to be scalable to include the addition and integration of a Body Worn Camera (BWC). Getac, the manufacture of the in car system we deployed, has a BWC available and ready to be purchased and deployed. This equipment was included in the prior RFP. Additionally, BWC's are included in the current 5-year capital request plan in 2021 at an estimated cost of \$30,064 for each division. Current pricing is slightly higher as a more refined and exact assessment of needs has been conducted leading to the determination that more units need to be purchased.

The current political and public environment impacting the procedures and performance of Law Enforcement have led to an increased need for supplemental documentation of interactions between police and the public. Members of the public have also come to expect the existence and availability of BWC footage for a variety of interactions to include use of force cases and other direct public/police contacts. There is also a strong push to require the deployment of this technology via legislative actions. In 2018 a demonstration/evaluation period of BWC's was conducted in the Operations Division. The feedback from the Deputies that utilized the cameras provided positive feedback overall and recommended moving forward with deployment of them. They indicated that the BWC's provided an improved audio recording capability than the in car audio/video recording mics, a good officer's or birds eye view of the scene, improved documentation of interactions/interviews, and sometimes functioned as a deterrent as people realized they were being recorded. The Corrections Division also evaluated the BWC's in 2017 providing similar feedback including the impact it had on inmates' behavior. Taking these points into consideration as well as the feedback from the trial deployment of BWC's; it is my recommendation that we pursue the acquisition of the BWC's from the previous RFP to deploy in conjunction with our Getac in car audio/video recording systems.

An analysis of needs to ensure the appropriate number of cameras was conducted with input from the BWC manufacturer to ensure enough cameras were available to avoid any gaps or shortages in deployment as well as to ensure they were charged fully at the beginning of each shift. The prior capital request plan was for 16 cameras in each division when both were working on 12 hour shifts. Having the desire to cover each shift staffing levels with sufficient cameras available for extra details, repairs, and overtime needs; 20 cameras were needed for patrol and 24 cameras were needed for corrections to ensure full coverage and enough time to fully charge each device between shifts. Corrections moved to a three shift 8.5-hour day schedule in 2020 increasing their needs for devices and accessories.

The charts on the following page indicate the costs associated with this recommendation based upon a quote from 06/25/2020. Chart 1.1 details the Operations Division projected costs to outfit the Operations Division deputies with 20 BWC's to be shared as a pool resource integrated into their assigned squads. Other peripheral costs associated with the project would be the installation of vehicle related accessories. It is estimated that the fees from our fleet up-fitter would be approximately \$500 for each vehicle. The operations division would require 23 vehicles to be outfitted with the equipment for a total cost of \$11,500. The initial purchase of the equipment, associated accessories, professional services, installation, and video storage for Operations is projected at \$48,230.00. Chart 1.2 details the Corrections Division projected costs to outfit the Corrections Division deputies with 24 cameras to be deployed by shift and rotation to ensure every member of on duty would be equipped with a camera. Corrections would only have 3 vehicles to be outfitted for a total cost of \$1,500. The initial purchase of the equipment, associated accessories, professional services, and video storage for Corrections is projected at \$39,204,00.

This would bring the total startup year one costs to \$48,230 for Operations and \$39,204 for Corrections. If both divisions were to be deployed at the same time the cost would be \$87,434 for the first year and \$25,872,00 annually for data storage costs.

	Operations Body Worn Camera Cost Breakfown	CHA	RT 1.1	EFFE HAT
item #	Description	Unit Cost	Quantity	Total Cost
GET-OVWX2MXXXXX1	Body Camera	\$ 295,00	20	\$ 5,900.00
GET-ORB36X	Magnetic Shirt Mount	\$ 37.00	5.0	\$ 1,850.00
GET-OD2DAU	Roll Call Charge/Dnld, Dock	\$ 1,298,00	2	\$ 2,596.00
GET-OUA041	(yr 1)Cloud Storage for video	\$ 588.00	20	\$ 11,760.00
GET-GE-SVEWEXT2Y	Extnd. Warranty (2-3yr + device swap/upgrade)	5 122.00	20	\$ 2,440.00
GET-OTX11X	Squad signal trigger box	\$ 140.00	23	\$ 3,220.00
GET-ORB39X	BWC breakaway USB charging cable	\$. 59.00	23	\$ 1,357,00
GET-ORB24U	2 port charging dock	\$ 71.00	2	\$ 142.00
GET-OWC011	Getac Entërprise-video license	\$ 193,00	5	\$ 965.00
Pro-Services	Set up, configuration, and training at roll out	\$ 6,500.00	1	\$ 6,500.00
CommiDirect	Install into Squads	\$ 500.00	23	\$ 11,500.00
			Total:	\$ 48,230.09
Pre-pay	ment of storage costs for years 2-5			
GET-OUA041	(yr 1)Cloud Storage for video	\$ 588.00	20	\$ 11,760.00
GET-QUA041	(yr 1)Cloud Storage for video	\$ 588.00	20	\$ 11,760.00
GET-OUA041	(yr 1)Cloud Storage for video	\$ 588,00	20	\$ 11,760.00
GET-OUA041	(yr 1)Cloud Storage for video	\$ 588.00	20	\$ 11,760.00
			Total:	\$ 95,270,00

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Item #	Description	Unit Cost	Quantity	Total Cost
GET-OVWXZMXXXXXX	Body Camera	\$ 298.00	24	\$ 7,080.00
GET-ORB36X	Magnetic Shirt Mount	\$ 37.00	44	\$ 1,628.00
GET-ODZDAU	Roll Call Charge/Dold. Dock	\$ 1,298.00	3	5 3,894,00
GET-OUA041	(yr 1)Cloud Storage for video	5 588.00	24	5 14,112,00
GET-GE-SVBWEXT2Y	Extnd. Warranty (2-3yr + device swap/upgrade)	\$ 122.00	24	\$ 2,928.00
GET-OTX11X	Squad signal trigger box	\$ 140.00	3.	\$ 420.00
GET-ORB39X	BWC breakaway USB charging cable	\$ 59.00	3.	\$ 177.00
GET-ORB24U	2 port charging dock	5 71.00	0:	\$ -
GET-OWC011	Getat: Enterprise-video license	\$ 199.00	5.	\$. 965.00
Pro-Services	Set up, configuration, and training at roll out	\$ 6,500.00	1	\$ 8,500.00
CommDirect	Install into Vans	\$ 500.00	3	\$ 1,500.00
	I LCo.N		Total;	\$ 39,204.00
Pre-pay	ment of storage costs for years 2-5	District Control		
GET-OUA041	(yr 1)Cloud Storage for video	5 -588.00	24	5 14.112.00
GET-OUA041	(yr 1)Cloud Storage for video	\$ 588.00	24	\$ 14,112.00
GET-OUA041	(yr 1)Cloud Storage for video	\$ 588.00	24	\$ 14,112.00
SET-GUA041	(vr 1)Cloud Storage for video	\$ 588,00	24	\$ 14,112,00
		£ *1.	Total:	\$ 95,652.00

Additional costs to consider are Kendall County Sheriff's Office staff that may be impacted by the addition of this equipment; specifically, the Records Division, responsible for Freedom of Information Act (FOIA) requests. There would likely be an increase in FOIA requests made as a result of the deployment of BWC's. The labor burden for this would be on average an hour of work for each 10 minutes of video FOIA requested. The average labor rate per hour/per employee functioning as FOIA officers, including benefits costs based on current wage and benefit costs, is estimated at \$26.31 per hour inclusive of salary and benefit costs. Agencies in the area were contacted regarding the typical FOIA requests they receive related to BWC's. The responses locally ranged from not having BWC's to only 1 since deployment. Wider requests were sent out and limited responses were received to provide a direct example locally. A 2018 Police Executive Research Forum study found that Mesa, AZ Police Department were processing approximately 300 FOIA requests for BWC flootage and had a designated supervisor and staff member solely for this purpose. Locally, if an average of 10 FOIA requests for BWC flootage were received and each was 10 minutes in length the cost would be approximately \$263.10 per month and would take away approximately 10 hours of labor time not completing other records related job functions.

Additional input was obtained from Technology Services in the county as well. Their recommendation to prepay or contractually lock in the storage fees is highly preferred. The vendor, Brite Computers and Gerac, have confirmed that with either prepayment or signing of a contract for purchase of the BWC's, future storage rates would lock at the above noted rate for 5 years.

# Rinal Recommendation

Given the stated information. I would recommend the request for an initial purchase of \$48,230 be approved to purchase PWC for the patrol division. I would propose this purchase be made by reallocating capital funds budgeted to purchase radios in 2020 to this project. The radios are being acquired by an alternative funding source. I would also recommend that years 2-5 of storage expenses be budgeted for in operations expenses from the Contractual Services line for FY2022-FY2025 at an expense of \$11,760.00 per year. I would further request that the purchase and acquisition of HWC's for the Corrections Division be approved. The initial purchase of the equipment, associated accessories, professional services, and video storage for Corrections is projected at \$39,204.00. I would propose the funds to make this purchase for the Corrections Division come from the commissary fund. I would also recommend that years 2-5 of storage expenses be budgeted for in operations expenses from the Commissary Fund line for FY2022-FY2025 at an expense of \$14,112.00 per year.

These recommendations total to an initial purchase cost of \$87,434 for the first year and \$25,872.00 annually for data storage costs. I would also recommend that additional staffing needs be assessed at least annually to determine if an increase in Records Division staffing becomes necessary to accommodate FOIA requests.

Respectfully submitted

Commander Jason Langston Kendall County Sheriff's Office

1102 Cornell Lane Yorkville IL 60560

IL.

# Memorandum of Agreement between the Kendall County Emergency Management Agency and the



# Federal Emergency Management Agency Integrated Public Alert and Warning System (IPAWS) Program Management Office

Regarding the use of:
Kendall County Emergency Management Agency
Interoperable System(s)
and

IPAWS OPEN Platform for Emergency Networks (IPAWS-OPEN)

Version 4.2

09 Jul 2020

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### MEMORANDUM OF AGREEMENT

1.0 SUPERSEDES: Kendall County Emergency Management Agency\_MOA-1, signed 09/21/2017

### 2.0 INTRODUCTION

The purpose of this memorandum is to establish a management agreement between the Kendall County Emergency Management Agency hereinafter referred to as the Collaborative Operating Group (COG), and the Federal Emergency Management Agency (FEMA) IPAWS Program regarding the utilization and security of Kendall County Emergency Management Agency Interoperable System(s) (as shown in Appendix A), which interoperate with the IPAWS-Open Platform for Emergency Networks (IPAWS-OPEN). The expected benefit is to enable information interoperability across emergency response organizations and systems as intended by the FEMA IPAWS Program.

This agreement will govern the relationship between the Collaborative Operating Group and FEMA, including designated managerial and technical staff and system users associated with the aforementioned COG. As indicated within the terms of this agreement, both parties agree to allow system interoperability through the use of SOAP over HTTPS via the public internet. Under this agreement, no direct or networked connection using VPN (or equivalent technology) between the systems named in Appendix A and IPAWS-OPEN is allowed. In the event a direct connection is required, an Interconnection Security Agreement must be executed.

### 3.0 AUTHORITY

The authority for this agreement is based on the Communications Act of 1934, as amended (47 U.S.C § 606) and the implementation of regulation 47 C.F.R § 11 which establishes the statutory basis under which the FEMA IPAWS Program operates emergency alerting systems. In addition, Executive Order 13407 of June 26, 2006, Public Alert and Warning System Executive Order states, "it is the policy of the United States to have an effective, reliable, integrated, flexible, and comprehensive system to alert and warn the American people...establish or adopt, as appropriate, common alerting and warning protocols, standards, terminology, and operating procedures for the public alert and warning system to enable interoperability and the secure delivery of coordinated messages to the American people". In response, FEMA established the IPAWS Program Management Office (PMO) in April 2007.

### 4.0 BACKGROUND

It is the intent of both parties to this agreement to establish and utilize a standardized web based application interface (as defined by the IPAWS-OPEN Web Service Interface Design Guidance) between the information technology (IT) systems shown below to facilitate the exchange of emergency messages within the production environment. The testing of the interoperability of these systems has been performed through the use of FEMA's Test and Development environment to ensure the transference and receipt of emergency messages using approved messaging standards. The interoperability between these systems is supported by the use of SOAP over HTTPS via the public internet.

### 5.0 COMMUNICATIONS

Frequent formal communications are essential to ensure the successful management and operation of system interoperability. Both parties agree to maintain open lines of communication between designated staff (as indicated in Appendix B) at both the managerial and technical levels. All communications described herein must be conducted in writing and may be disseminated by electronic means unless otherwise noted.

The owners of the respective systems agree to designate and provide contact information for technical leads for their respective systems, and to facilitate direct contacts between technical leads to support the management and operation of system interoperability. To safeguard the confidentiality, integrity, and availability of the systems and the data they store, process, and transmit, both parties agree to provide notice of specific events within the timeframes indicated below:

• Security Incidents: Technical, administrative and/or help desk staff will immediately notify their designated counterparts by telephone or e-mail when a security incident(s) is detected and/or a violation of the Rules of Behavior (see Appendix C) has been identified. Both parties agree to make the appropriate technical and administrative individuals available for all necessary inquiries and/or investigations. Containment and/or

resolution procedures will be documented by the identifying party and after action reports generated and submitted to the system owner and/or designated security officials within five (5) business days after detection of the incident(s).

- Disasters and Other Contingencies: The FEMA IPAWS Program Office will notify the COG by telephone, e-mail or other acceptable means in the event of a disaster or other contingency that disrupts the normal operation of IPAWS-OPEN.
- System Interconnections: This MOA is intended for systems interoperating with IPAWS-OPEN using SOAP over HTTPS via the public Internet. If in the future, an interconnection (i.e. dedicated system-to-system connection) is required to IPAWS-OPEN, this MOA must be updated and an Interconnection Security Agreement (ISA) must be executed. If a change in status from interoperating to interconnected system is required, the initiating party will notify the other party at least 3 months before the planned interconnection is to be in place.
- Discontinuation of Use: In the event the use of IPAWS-OPEN is no longer required, the COG agrees to
  immediately notify, in writing, the FEMA IPAWS Program Office at which time the COGID and associated
  access credentials will be deactivated.
- Personnel Changes: Both parties agree to provide notification of changes to their respective system owner or technical lead. In addition, both parties will provide notification of any changes in the point of contact information provided in Appendix B. All relevant personnel changes and changes to contact information must be provided within 5 business days of the change.

### 6.0 TYPE OF INTERCONNECTIVITY

Both parties agree that the COG will utilize only the assigned COGID, associated credentials and digital certificates provided by the FEMA IPAWS Program Office to support interoperability between the system(s) listed in Appendix A and IPAWS-OPEN. In addition, all interoperable systems must be configured to interface with IPAWS-OPEN over the public Internet using only approved web service standards and associated requirements. A listing of approved web service standards and supporting requirements can be obtained from the IPAWS-OPEN Web Service Interface Design Guidance document.

In the event, a dedicated connection is required, both parties will agree to negotiate and execute an Interconnection Security Agreement (ISA) as required per Department of Homeland Security (DHS) policy which must be signed by all required parties before the interconnection is activated. Proposed changes to either system that affect system interoperability will be reviewed and evaluated to determine the potential impact. If the proposed changes impact the agreed upon terms, the MOA will be renegotiated and executed before changes are implemented.

### 7.0 SECURITY

To ensure the joint security of the systems and the message data they store, process, and transmit, both parties agree to adhere to and enforce the Rules of Behavior (as specified in Appendix C). In addition, both parties agree to the following:

- Ensure authorized users accessing the interoperable system(s) receive, agree to abide by and sign (electronically
  or in paper form) the IPAWS-OPEN Rules of Behavior as specified in Appendix C. Each jurisdiction is
  responsible for keeping the signed Rules of Behavior on file or stored electronically for each system user.
- Utilize FEMA approved PKI certificates to digitally sign messages as they are transported over the public Internet.
- Certify that its respective system is designed, managed and operated in compliance with all relevant federal laws, regulations, and policies.
- Document and maintain jurisdictional and/or system specific security policies and procedures and produce such documentation in response to official inquiries and/or requests.

- Provide physical security and system environmental safeguards for devices supporting system interoperability with IPAWS-OPEN.
- Ensure physical and logical access to the respective systems as well as knowledge of the COGID and associated access criteria are only granted to properly vetted and approved entities or individuals.
- Where applicable, ensure that only individuals who have successfully completed FEMA-required training can utilize the interoperable systems to issue alerts and warnings intended for distribution to the public.
- Where applicable, document and maintain records of successful completion of FEMA-required training and produce such documentation in response to official inquiries and/or requests.

### 8.0 PROFICIENCY DEMONSTRATION

Once enabled, each COG operating under this agreement must demonstrate their ability to compose and send a message through the IPAWS-OPEN system at regular intervals. Such demonstration must be performed on a monthly basis through generation of a message successfully sent through the IPAWS-OPEN Training and Demonstration environment.

### 9.0 ASSOCIATED SOFTWARE REQUIREMENTS

The COG will need to select a software package which will allow the COG to properly populate a Common Alerting Protocol (CAP) message which complies with both the OASIS Common Alerting Protocol, v. 1.2 USA Integrated Public Alert and Warning System Profile Version 1.0. With respect to the software and the software vendor selected FEMA expects the selected software to provide the following minimum critical capabilities and services:

### Permissions:

- o The ability to assign and manage user permissions; and
- o The ability to retrieve and view IPAWS Alerting Permissions

### Proficiency:

- The provision of vendor support, to include user training, and around the clock technical support;
- The ability to submit both live and test digital certificates, with clear, easily identifiable information that indicates the environment to which the software is pointed (Live or Test)

### User Interface:

- o The provision of an intuitive user interface, to include help menus; and
- o The ability to notify the user of digital certificate expiration; and
- o The ability to constrain event types and geocodes to user permissions; and
- o The ability to send one alert to multiple channels; and
- o The provision of displays that show required fields based on selected channel; and
- o The ability to pre-populate fields to the greatest extent possible; and
- o The ability to support templates; and
- o The ability to create a polygon or circle, of less than 100 nodes; and
- o The ability to update or cancel an alert, without having to reenter all of the data; and
- The ability to alert the end user if a software license has expired; and
- Clear explanations if alert information is case sensitive when entered

### Confirmation and Error Checking:

- The ability to pre-check an alert message for errors, prior to sending; and
- The ability to create free-form 90-character WEA text, while preventing prohibited characters; and

- o The provision to IPAWS of alert status codes for any sent alert, with a clear definition of whether the codes are advice codes or error codes, along with the meaning of those codes; and
- o The provision of user confirmation of connectivity to IPAWS; and
- The ability for users to see alert history and/or logs

### 10.0 COST CONSIDERATIONS

This agreement does not authorize financial expenditures by the COG on behalf of FEMA. The FEMA IPAWS Program is responsible for the costs associated with developing, operating and maintaining the availability of the IPAWS-OPEN system. The COG is responsible for all costs related to providing their users with access to IPAWS-OPEN via the public Internet. These costs may include hardware, software, monthly Internet charges, completion of security awareness training and other related jurisdictional costs.

### 11.0 PROPERTY OWNERSHIP

Each Party agrees and acknowledges that nothing in this Agreement shall be construed as giving a party any proprietary rights in or to the intellectual property of the other party. Each Party further agrees that nothing in this Agreement shall be construed as creating or granting to a party any implied or express license in or to the intellectual property of the other party.

### 12.0 TIMELINE

This agreement will remain in effect based on the life of the Authority to Operate (ATO) for IPAWS-OPEN or a maximum of three (3) years after the last date on either signature in the signature block below. Upon expiration of the IPAWS-OPEN ATO or after three (3) years (whichever comes first), this agreement will expire without further action and system access privileges will be revoked. If the parties wish to extend this agreement, they may do so by reviewing, updating, and reauthorizing this agreement. This agreement supersedes all earlier agreements, which should be referenced above by title and date. If one or both of the parties wish to terminate this agreement prematurely, they may do so upon 30 days' advanced notice or in the event of a security incident that necessitates an immediate response. This agreement may be suspended by FEMA for failure to perform the Proficiency Demonstration for two consecutive months. A suspended COG may be reinstated upon a completion of a successful Proficiency Demonstration,

### SIGNATORY AUTHORITY

I agree to the terms of this Memorandum of Agreement. Noncompliance on the part of either organization or its users or contractors concerning the policies, standards, and procedures explained herein may result in the immediate termination of this agreement.

Kendall County Emergency Management Agency Official

Name: Scott Gryder

Title: County Board Chairman

Federal Emergency Management Agency

**IPAWS-OPEN System Owner** 

Name: Mark A. Lucero

Title: Chief, IPAWS Engineering

(Signature Date)

Kendall County Emergency Management Agency 111 West Fox Street Yorkville, IL, 60560 (Signature

Date)

Attn: IPAWS-OPEN System Owner, Suite 5NW-0309

Federal Emergency Management Agency

500 C Street SW

Washington, D.C. 20472-3153

# Appendix A

# **Listing of Interoperable Systems**

The FEMA IPAWS Program recognizes that Emergency Management organizations may utilize multiple tools to facilitate the emergency management process. As a result, jurisdictions may need to interoperate with IPAWS-OPEN using more than one system. In order to comply with DHS policy, all systems interoperating with IPAWS-OPEN must be documented and supported by a Memorandum of Agreement. As a result this appendix must be completed to identify all systems associated with the COG and used for interoperating with IPAWS-OPEN. This Appendix must be amended as applicable systems are added or removed from operations.

### IPAWS-OPEN

Function:	IPAWS-OPEN is the backbone system that structures the alert and distributes the message from one interoperating and/or interconnected system (message sender) to another interoperating and/or interconnected system (message recipient).
Location:	Bluemont, VA; Clarksville, VA
Description of data, including sensitivity or classification level:	Messaging data is considered Sensitive But Unclassified (SBU) information and does not contain Personally Identifiable Information (PII), Financial data, Law Enforcement Sensitive Information or classified information. Each message that flows through the IPAWS-OPEN system will be associated to a specifically assigned system User ID and COGID as captured within the message elements. This information will be retained in system logs.

The systems listed below are managed and operated by the COG and are subject to the terms defined within the Memorandum of Agreement including the Rules of Behavior in Appendix C. Each interoperable system will be assigned unique authentication credentials, which must be protected by the COG. In the event these credentials are compromised, the COG is expected to immediately contact the FEMA IPAWS Program Management Office. The systems listed below are only allowed to interoperate with IPAWS-OPEN based on the criteria set forth within the IPAWS-OPEN Web Service Interface Design Guidance.

# Illinois Emergency Management Network (IL EMnet)

Function:	Emergency Message Notification System for the State of Illinois for EAS mesages, Amber Alerts, and Other Warning messages.
Location:	Yorkville, IL;
Description of data, including sensitivity or classification level:	Unclassified alert and emergency response information.

# • Everbridge - Mass Notification System (MNS)

Function:	Everbridge MNS provides critical information to residents during emergencies by sending public alerts for major events for dissemination via WEA/CMAS, EAS, NWEM and Public Feed.	
Location:	Burbank, CA; Denver, CO; Amazon West Northern, CA;	
Description of data, including sensitivity or classification level:	Data is comprised of emergency public alert messages.	

# Appendix B

### **COG Point of Contact Information**

**Designated COG Primary Point of Contact:** 

Name: Michael Roger Bonuch!

Title: Director

Business Email Address: rbonuchi@co.kendail.il.us

Primary Phone Number: 630.659.9183

**Alternate Phone Number:** 

Organization: Kendai County Emergency Management Agency

Mailing Address: 1102 Cornell Lane, Yorkville, IL, 60560

Designated Alternate Point of Contact:

Name: Tracy Page

**Title: Deputy Director** 

Business Email Address: tpage@co.kendail.ll.us

Primary Phone Number: 630-553-7500

Alternate Phone Number:

Organization: Kendall County Emergency Management Agency

Malling Address: 1102 Cornell, Yorkville, IL, 60560

**Designated Technical Point of Contact:** 

Name: Michael Roger Bonuchi

Title: Director

Business Email Address: rbonuchl@co.kendail.il.us

Primary Phone Number: 630.659.9183

**Alternate Phone Number:** 

Organization: Kendal County Emergency Management Agency

Mailing Address: 1102 Cornell Lane, Yorkville, IL, 60560

# FEMA: Integrated Public Alert and Warning System Open Platform for Emergency Networks (IPAWS-OPEN)

Contact Name	Contact Number	Email Address	Summary of System Responsibilities
Lytwaive Hutchinson	202-212-2480	lytwaive.hutchinson@fema.dhs.gov	Chief Information Officer, FEMA
Dr. Cynthia Sutherland	202-701-5329	cynthia.sutherland@fema.dhs.gov	Chief Information Security Officer
Mark Lucero	202-646-1386	mark.lucero@fema.dhs.gov	System Owner
Gary Ham	703-899-6241	gary.ham@associates.fema.dhs.gov	FEMA PMO - IPAWS- OPEN
Gustavo Barbet	202-212-3586	gustavo.barbet@associates.fema.dhs.gov	FEMA ISSO - IPAWS- OPEN
Neil Bourgeois	703-732-6331	neil.bourgeois@associates.fema.dhs.gov	FEMA-EADIS IPAWS- OPEN Tech Lead

# Appendix C

### **IPAWS-OPEN Rules of Behavior**

### 1.0 INTRODUCTION

The following rules of behavior apply to all persons with application access to Kendall County Emergency Management Agency Interoperable System(s) and/or who have been issued a COGID with associated credentials for IPAWS-OPEN. These individuals shall be held accountable for their actions related to the information resources entrusted to them and must comply with the following rules or risk losing their access privileges. The Rules of Behavior apply to users on official travel as well as at their primary workplace (e.g., Emergency Operations Center – EOC) and at any alternative workplace (e.g., telecommuting from a remote or satellite site) using any electronic device including laptop computers and portable electronic devices (PED's). PED's include personal digital assistants (PDA's) (e.g. Palm Pilots), cell phones, text messaging systems (e.g., Blackberry), and plug-in and wireless peripherals that employ removable media (e.g. CDs, DVDs, etc.). PEDs also encompass USB flash memory (thumb) drives, external drives, and diskettes. These Rules of Behavior are consistent with existing DHS policies and DHS Information Technology (IT) Security directives and are intended to enhance the awareness of each user's responsibilities regarding accessing, storing, receiving and/or transmitting information using IPAWS-OPEN.

### 2.0 APPLICATION RULES

### 2.1 Official Use

- IPAWS-OPEN is a Federal application to be used only in the performance of the user's official duties in support of public safety as described in the National Incident Management System (NIMS).
- The use of the IPAWS-OPEN for unauthorized activities is prohibited and could result in verbal or written warning, loss of access rights, and/or criminal or civil prosecution.
- By utilizing IPAWS-OPEN, the user of the interoperable system(s) consents to allow system monitoring to ensure appropriate usage for public safety is being observed.
- Kendall County Emergency Management Agency will be held accountable for safeguarding all configuration items and information entrusted to them by FEMA. Kendall County Emergency Management Agency is expected to manage the relationship with supporting vendors, consultants and any other entities providing system support on their behalf. In addition, Kendall County Emergency Management Agency will be held accountable in the event of a security breach or disclosure of sensitive configuration information such as digital certificates. Kendall County Emergency Management Agency understands that the use of digital signatures, used on their behalf, is binding and Kendall County Emergency Management Agency will be held accountable accordingly. In the event sensitive information is mishandled, utilization of IPAWS-OPEN may be immediately revoked by FEMA.
- If software interoperating with IPAWS-OPEN enables users to geo-target public alert messages by means
  of geospatial polygons or circles, then the user shall restrict any such geospatial boundaries so as to remain
  within the geographical limits of their public warning authority (or as near as possible), as determined by
  applicable state and/or local laws and duly adopted operational plans.

### 2.2 Access Security

- All Email addresses provided in connection with interoperable system(s) user accounts must be associated
  to an approved email account assigned by the user's emergency management organization. The use of
  personal email accounts to support emergency messaging through IPAWS-OPEN is prohibited.
- Upon approval of the MOA by FEMA, a COG account with COGID and Digital Certificate will be created
  and issued to the designated technical representative. All individuals with knowledge of these credentials
  must not share or alter these authentication mechanisms without explicit approval from the FEMA IPAWS

Program.

 Every interoperable system user is responsible for remote access security as it relates to their use of IPAWS-OPEN and shall abide by these Rules of Behavior.

### 2.3 Interoperable System User Accounts and Passwords

- All users must have a discrete user account ID which cannot be the user's social security number. To
  protect against unauthorized access, passwords linked to the user ID are used to identify and authenticate
  authorized users.
- Accounts and passwords shall not be transferred or shared. The sharing of both a user ID and associated
  password with anyone (including administrators) is prohibited.
- Accounts and passwords shall be protected from disclosure and writing passwords down or electronically storing them on a medium that is accessible by others is prohibited.
- The selection of passwords must be complex and shall:
  - o Be at least eight characters in length
  - o Contain a combination of alphabetic, numeric and special characters
  - Not the same as any of the user's previous 8 passwords.
- Passwords shall not contain any dictionary word.
- Passwords shall not contain any proper noun or the name of any person, pet, child, or fictional character.
   Passwords shall not contain any employee serial number, Social Security number, birth date, phone number, or any information that could be readily guessed about the creator of the password.
- Passwords shall not contain any simple pattern of letters or numbers, such as "qwerty" or "xyz123".
- Passwords shall not be any word, noun, or name spelled backwards or with a single digit appended, or with a two-digit "year" string, such as 98xyz123.
- Pass phrases, if used in addition to or instead of passwords, should follow the same guidelines.
- Passwords shall not be the same as the User ID.
- Users shall either log off or lock their workstations when unattended.
- Workstations shall be configured to either log off, or activate a password-protected lock, or password-protected screensaver within fifteen (15) minutes of user inactivity.
- Locked sessions shall remain locked until the user re-authenticates.
- Workstations shall be protected from theft.
- A user's account shall be automatically locked after three consecutive failed logon attempts.
- The automatic lockout period for accounts locked due to failed login attempts shall be set for a minimum of twenty (20) minutes.
- A process shall exist for manually unlocking accounts prior to the expiration of the twenty (20) minute period, after sufficient user identification is established.
- Sessions shall automatically be terminated after sixty (60) minutes of inactivity.

- Users are required to change their passwords at least once every 90 days.
- Passwords must be promptly changed whenever a compromise of a password is known or suspected.

### 2.4 Integrity Controls & Data Protection

- All computer workstations accessing IPAWS-OPEN must be protected by up-to-date anti-virus software.
   Virus scans must be performed on a periodic basis and when notified by the anti-virus software.
- Users accessing interoperable system(s) to utilize IPAWS-OPEN must:
  - o Physically protect computing devices such as laptops, PEDs, blackberry devices, smartphones, etc;
  - o Protect sensitive data sent to or received from IPAWS-OPEN;
  - Not use peer-to-peer (P2P) file sharing, which can provide a mechanism for the spreading of viruses and put sensitive information at risk;
  - Not program computing devices with automatic sign-on sequences, passwords or access credentials when utilizing IPAWS-OPEN.

Users may not provide personal or official IPAWS-OPEN information solicited by e-mail. If e-mail messages are received from any source requesting personal information or asking to verify accounts or other authentication credentials, immediately report this and provide the questionable e-mail to the Local System Administrator and/or the Kendall County Emergency Management Agency Help Desk.

- Only devices officially issued through or approved by DHS, FEMA and/or approved emergency
  management organizations are authorized for use to interoperate with IPAWS-OPEN and use of personal
  devices to access and/or store IPAWS-OPEN data and information is prohibited.
- If a Blackberry, smartphone or other PED is used to access the interoperable system(s) to utilize IPAWS-OPEN, the device must be password protected and configured to timeout or lock after 10 minutes of inactivity.
- If sensitive information is processed, stored, or transmitted on wireless devices, it must be encrypted using approved encryption methods.

### 2.5 System Access Agreement

- I understand that I am given access to the interoperable system(s) and IPAWS-OPEN to perform my
  official duties.
- I will not attempt to access data, information or applications I am not authorized to access nor bypass access control measures.
- I will not provide or knowingly allow other individuals to use my account credentials to access the interoperable system(s) and IPAWS-OPEN.
- To prevent and deter others from gaining unauthorized access to sensitive resources, I will log off or lock
  my computer workstation or will use a password-protected screensaver whenever I step away from my
  work area, even for a short time and I will log off when I leave for the day.
- To prevent others from obtaining my password via "shoulder surfing", I will shield my keyboard from view
  as I enter my password.
- I will not engage in, encourage, or conceal any hacking or cracking, denial of service, unauthorized tampering, or unauthorized attempted use of (or deliberate disruption of) any data or component within the interoperable system(s) and IPAWS-OPEN.

- I agree to inform my Local System Administrator when access to the interoperable system(s) and/or IPAWS-OPEN is no longer required.
- I agree that I have completed Computer Security Awareness training as may be required by my jurisdiction
  prior to my initial access to the interoperable system(s) and IPAWS-OPEN and that as long as I have
  continued access, I will complete Computer Security Awareness training on an annual basis. If my
  jurisdiction does not provide Computer Security Awareness training, I will complete the FEMA self-study
  course IS-906: Workplace Security Awareness (https://training.fema.gov/is/courseoverview.aspx?code=IS906) on an annual basis.

### 2.6 Accountability

- I understand that I have no expectation of privacy while using any services or programs interoperating with IPAWS-OPEN.
- I understand that I will be held accountable for my actions while accessing and using interoperable system(s) and IPAWS-OPEN, including any other connected systems and IT resources.
- I understand it is my responsibility to protect sensitive information from disclosure to unauthorized persons or groups.
- I understand that I must comply with all software copyrights and licenses pertaining to the use of IPAWS-OPEN.

### 2.7 Incident Reporting

 I will promptly report IT security incidents, or any incidents of suspected fraud, waste or misuse of systems to the Local System Administrator and/or the Kendall County Emergency Management Agency Help Desk.

# 3.0 IPAWS-OPEN Rules of Behavior Statement of Acknowledgement

I have read and agree to comply with the requirements of these Rules of Behavior. I understand that the terms of this agreement are a condition of my initial and continued access to Kendall County Emergency Management Agency Interoperable System(s) and IPAWS-OPEN and related services and that if I fail to abide by the terms of these Rules of Behavior, my access to any and all IPAWS-OPEN information systems may be terminated and I may be subject to criminal or civil prosecution. I have read and presently understand the above conditions and restrictions concerning my access.

Printed Name (as listed in Appendix B):	
Signature:	Date: