

RESOLUTION NO. 13-1

WHEREAS, the State of Illinois, Department of Information Technology would like to enter into an intergovernmental agreement with the Sangamon County Information Systems Department to provide cybersecurity services;

WHEREAS, these cybersecurity services would be limited to the review of Sangamon County's firewall logs using automated security tools that the State of Illinois, Department of Information Technology, has available, and Sangamon County Information Systems Department does not;

WHEREAS, an intergovernmental agreement has been prepared which does not involve any payments to the State of Illinois for this service;

NOW, THEREFORE, BE IT RESOLVED, that the Members of the Board of Sangamon County, Illinois, in session this 12th day of June, 2018, hereby approve the State of Illinois Intergovernmental Agreement attached.

RESPECTFULLY SUBMITTED

Building & Grounds Committee

Pam Depp
B. M. D.

RECEIVED
2660

MAY 18 2018

Andy Goleman
SANGAMON COUNTY AUDITOR

FILED

MAY 30 2018

Don [Signature]
Sangamon County Clerk

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE ILLINOIS DEPARTMENT OF INNOVATION & TECHNOLOGY
AND
SANGAMON COUNTY, ILLINOIS**

Pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, this Intergovernmental Agreement (Agreement) is hereby made and entered into as of the date of execution by and between the Illinois Department of Innovation & Technology (DoIT) and Sangamon County, Illinois (Sangamon). DoIT and Sangamon are collectively referred to herein as “Parties” or individually as a “Party.”

**ARTICLE I
INTRODUCTION**

1.01 Pursuant to Executive Order 2016-01, DoIT became a State agency on July 1, 2016 and serves as the State’s information technology (IT) agency for executive branch agencies.

1.02 Sangamon is a county located in central Illinois. Established in 1821, Sangamon spans 877 square miles and has an estimated population of approximately 200,000 people. Sangamon’s county seat of government is located in Springfield, Illinois, which also serves as the State capitol.

1.03 As one of its primary functions, DoIT is responsible for overseeing and improving the State’s cybersecurity infrastructure. In this role, DoIT operates a security operations center that has the capability to monitor network traffic for potential security vulnerabilities and malicious activity.

1.04 As part of Sangamon’s efforts to strengthen internal protections against cybersecurity threats, Sangamon desires to obtain cybersecurity services from DoIT on a trial basis. Specifically, the purpose of this Agreement is to allow Sangamon to securely share its cyber activity data, including but not limited to logs of source and destination internet protocol (IP) addresses, with DoIT so that DoIT may assist Sangamon in monitoring its cyber traffic on a cost-free trial basis. In particular, DoIT shall assist Sangamon in monitoring its cyber traffic by (i) identifying potential instances of malicious code or activity, and (ii) alerting Sangamon accordingly.

1.05 Should the Parties desire to continue this arrangement upon termination of this Agreement and the trial period contemplated herein, then the Parties shall enter into a separate agreement that may specify payment terms and may include cost to Sangamon for the services received.

**ARTICLE II
RIGHTS AND OBLIGATIONS OF THE PARTIES**

2.01 Sangamon’s Responsibilities. Sangamon shall collect and maintain its cyber activity data on its internal systems. Such data may include firewall logs and information related to source and destination IP addresses and website traffic (Cyber Data). Sangamon shall be responsible for implementing an automatic, electronic procedure to securely transmit, in real time, all Cyber Data from Sangamon’s system to DoIT’s security operations center for cybersecurity monitoring.

2.02 DoIT's Responsibilities. DoIT's security operations center shall continuously monitor all Cyber Data received from Sangamon for any malicious activity. "Malicious activity" may include any computer code, IP address, or website that can cause damage or a virus to a computer or system. In performing these services, DoIT shall conduct real-time monitoring and analysis of source and destination IP addresses and websites and shall identify and investigate potential cyber threats to Sangamon. In the event that DoIT detects malicious activity in Sangamon's Cyber Data, DoIT shall study and record the findings and alert Sangamon as soon as reasonably practicable by following the documentation, examination, and notification procedures as agreed upon by both Parties.

2.03 Maintenance to Monitoring Systems. To the extent possible, DoIT shall continuously maintain, improve, and update its cybersecurity monitoring tools and systems as is necessary and appropriate to fulfill its obligations under this Agreement.

2.04 No Liability. DoIT shall provide these cybersecurity services only to assist Sangamon in developing its awareness of potential cybersecurity threats and vulnerabilities. DoIT shall have no liability with respect to the effects of malicious cyber activity or code at Sangamon, and DoIT shall not be responsible for failure to identify, prevent, remedy, or cure malicious activity that may cause damage to Sangamon's computers or systems.

2.05 Confidentiality. In the course of carrying out its responsibilities under this Agreement, DoIT shall have or gain access to confidential data or information that is owned and maintained by Sangamon ("Confidential Information"). DoIT shall presume that all information and Cyber Data it gains access to or receives pursuant to this Agreement is confidential. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated without the written consent of Sangamon, either during the period of the Agreement or thereafter, except as authorized by law or required under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140). Should DoIT receive a FOIA request for data provided under the terms of this Agreement, it shall notify Sangamon as soon as reasonably practicable and shall consult with Sangamon as to the legality and advisability of any release of Sangamon data under the FOIA laws. Upon written request by Sangamon, DoIT shall (i) promptly return any and all data collected, maintained, created or used in the course of the performance of the Agreement, in whatever form it is maintained, at the end of the Agreement or earlier if so requested by Sangamon, or (ii) notify Sangamon in writing of its destruction, except for such retention as may be required by applicable law, regulation, or legal process, provided that DoIT shall continue to maintain any such retained Confidential Information in confidence in accordance with the Agreement. The foregoing obligations shall not apply to confidential data or information that is (i) lawfully in DoIT's possession prior to its acquisition from Sangamon; (ii) received in good faith from a third party not subject to any confidentiality obligation to Sangamon; (iii) now, or later becomes, publicly known through no breach of confidentiality obligation by DoIT; or (iv) independently developed by DoIT without the use or benefit of Sangamon's Confidential Information.

2.06 Cost-Free Trial Basis. DoIT shall provide these cybersecurity services on a trial basis of twelve (12) months and at no cost to Sangamon. The Parties do not contemplate that any money shall be exchanged under this Agreement.

**ARTICLE III
TERM**

3.01 This Agreement shall commence on the date of execution and shall continue until terminated by either Party.

**ARTICLE IV
TERMINATION**

4.01 Termination on Notice. This Agreement may be terminated by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party.

4.02 Termination for Cause. In the event either Party breaches this Agreement and fails to cure such breach within ten (10) business days' written notice thereof from the non-breaching Party, the non-breaching Party may terminate this Agreement upon written notice to the breaching Party.

**ARTICLE V
MISCELLANEOUS**

5.01 Amendments. This Agreement may be modified or amended at any time during its term by mutual consent of the Parties, expressed in writing and signed by the Parties.

5.02 Applicable Law and Severability. This Agreement shall be governed in all respects by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof. In the event that this Agreement is determined to be invalid by a court of competent jurisdiction, it shall be terminated immediately.

5.03 Records Retention. The Parties shall maintain for a minimum of one (1) year from the expiration of this Agreement adequate books, records and supporting documents, including all copies of Cyber Data received from Sangamon. If an audit, litigation or other action involving the records is begun before the end of the one-year period, the records shall be retained until all issues arising out of the action are resolved.

5.04 No Personal Liability. No member, official, director, employee or agent of Sangamon or DoIT shall be individually or personally liable in connection with this Agreement.

5.05 Assignment; Binding Effect. This Agreement, or any portion thereof, shall not be assigned by any of the Parties without the prior written consent of the other Parties. This Agreement shall inure to the

benefit of and shall be binding upon Sangamon and DoIT and their respective successors and permitted assigns.

5.06 Precedence. In the event there is a conflict between this Agreement and any of the exhibits hereto, this Agreement shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

5.07 Entire Agreement. This Agreement constitutes the entire agreement between the Parties; no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Party.

5.08 Notices. All written notices, requests and communications may be made by electronic mail to the e-mail addresses set forth below.

To Sangamon: Wayne Rovey
Sangamon County
200 South Ninth St., Room 312
Springfield, IL 62701
wayner@co.sangamon.il.us

To DoIT: Chris Hill
DoIT
120 W. Jefferson
Springfield, IL 62702
Chris.Hill@illinois.gov @illinois.gov

5.09 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

5.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

5.11 Governing Law. This Agreement shall be governed by and construed in accordance with the applicable laws of the State of Illinois.

5.12 Exhibits. None.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**ILLINOIS DEPARTMENT OF INNOVATION
& TECHNOLOGY**

SANGAMON COUNTY, ILLINOIS

Kirk Lonbom
Acting Secretary

Andy Van Meter
Sangamon County Board Chairman

Date: _____

Date: _____