

TO:	CHAIR AND MEMBERS CORPORATE SERVICES COMMITTEE MEETING ON OCTOBER 18, 2016
FROM:	MARTIN HAYWARD MANAGING DIRECTOR, CORPORATE SERVICES AND CITY TREASURER, CHIEF FINANCIAL OFFICER AND CATHY SAUNDERS CITY CLERK
SUBJECT	EMAIL ACCESS - COUNCIL MEMBERS' TEMPORARY CONTRACT ASSISTANTS

RECOMMENDATION

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer and the City Clerk, on the advice of the Director, Information Technology Services, the following actions be taken with respect to the provision of access to Council Members' email messages, calendars, contacts and other associated items in the Elected Official's Microsoft Exchange account by temporary contract assistants:

- a) the Director, Information Technology Services, BE AUTHORIZED to take the necessary steps to provide access to an Elected Official's email messages, calendars, contacts and other associated items in the Elected Official's Microsoft Exchange account, by their respective temporary contract assistant, using non-corporate devices, through the Outlook Web Application (OWA), over public Wi-Fi; and
- b) the attached process (Appendix "A") BE APPROVED for Council Members to authorize access to their email messages, calendars, contacts and other associated items in the Elected Official's Microsoft Exchange account, by their respective temporary contract assistants; and
- c) the attached proposed template (Appendix "B") for Council Members' agreements with individuals for the provision of contract assistance in carrying out the Council Members' duties as a Member of Council BE APPROVED; it being noted that the proposed template recognizes the requirement for assistants under contract to a Council Member to ensure they utilize OWA, and the information obtained through the use of OWA, for the sole purpose of carrying out work directly related to a Council Member's role, in accordance with applicable legislation and City of London policies and procedures; it being further noted that the responsibility for ensuring that contract assistants conduct themselves in a manner that complies with applicable legislation and City of London policies and procedures shall rest entirely with the Council Member who has engaged the contract assistant.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
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None.

BACKGROUND

Municipal Council, at its meeting held on September 13, 2016, resolved "That the Civic Administration BE DIRECTED to take the necessary steps to amend the Use of Technology Policy, and any other related policies, in order to permit Councillors' contract assistants to access Councillors' Outlook accounts."

The Civic Administration has reviewed Council Policy 5(29) – Issuance of Computer Equipment; Council Policy 28(2) – Council Members' Expense Account; and the Use of Technology Policy and has determined that Council Members' desire to enable their temporary contract assistants to access their email messages, calendars, contacts and other associated items in their Microsoft Exchange accounts can be accommodated by setting up contract assistants with a login which will permit access to the

above information, without significantly impacting the City of London’s information security risk profile.

By granting the temporary contract assistants full access through the Outlook Web Application (OWA) to Council Member’s email accounts, it is recognized that the temporary contract assistants will have full access to all actions in the Council Member’s email account, including: sending email, deleting email, adding meetings, and removing meetings all in the Council Member’s name.

In order to provide a temporary contract assistant with the necessary access, the Executive Assistant, Elected Officials, Councillors’ Office, will be required to assist the Council Members with processing the necessary request for Information Technology Services to provide the temporary contract assistant with a login account. The process for doing so is outlined in Appendix “A”.

In addition to the above, it is also important to protect the security of the information to which the temporary contract assistants will have access. Council Members can help accomplish this by entering into an agreement with their temporary contract assistants that clearly outlines the applicable legislation and City of London policies and procedures that must be adhered to. A proposed contract is provided as Appendix “B”.

While temporary contract assistants will be able to access Council Members’ Microsoft Exchange accounts using non-corporate devices, through the Outlook Web Application (OWA), over public Wi-Fi, it should also be noted that the Council Policy governing the annual expense allocation for Council Members permits Council Members to purchase additional computer equipment, outside of their standard corporate issue, for use by their temporary contract assistant, should they wish to do so.

Information Technology Services will support the temporary contract assistants with accessing and operating the Outlook Web Application (OWA). However, further to Council Policy 5(29), Information Technology Services will be unable to provide support for software, hardware or equipment not provided by the City of London.

RECOMMENDED BY:	RECOMMENDED BY:
MARTIN HAYWARD MANAGING DIRECTOR, CORPORATE SERVICES AND CITY TREASURER, CHIEF FINANCIAL OFFICER	CATHY SAUNDERS CITY CLERK

APPENDIX “A”

PROCESS TO AUTHORIZE AND PROVIDE ACCESS TO COUNCIL MEMBERS’ MICROSOFT EXCHANGE ACCOUNTS BY TEMPORARY CONTRACT ASSISTANTS

1. Upon entering into an Agreement for Contract Assistance, the Council Member completes the Temporary Contract Assistant Authorization Form (Schedule 1) and provides the completed Form to the Executive Assistant, Elected Officials, Councillors’ Office.
2. Executive Assistant, Elected Officials, Councillors’ Office requests Microsoft Exchange access for the Temporary Contract Assistant through the ITS Service Portal.
3. Information Technology Services provides email confirmation to the Executive Assistant, Elected Officials, Councillors’ Office, of the login information/instructions for the Temporary Contract Assistant.
4. Executive Assistant, Elected Officials, Councillors’ Office relays login information/instructions to the Temporary Contract Assistant.
5. Unless otherwise provided for in the Agreement for Temporary Contract Assistance, the Council Member provides the Executive Assistant, Elected Officials, Councillors’ Office with advance written confirmation of the date that access to their Microsoft Exchange account by their Temporary Contract Assistant is to be terminated.
6. The Executive Assistant, Elected Officials, Councillors’ Office, requests Microsoft Exchange access for the Temporary Contract Assistant to be terminated on the applicable date.
7. Information Technology Services provides email confirmation to the Executive Assistant, Elected Officials, Councillors’ Office, that the Temporary Contract Assistant’s Microsoft Exchange access has been terminated.

SCHEDULE 1

TEMPORARY CONTRACT ASSISTANT AUTHORIZATION FORM FOR OUTLOOK EMAIL ACCESS AND OUTLOOK EMAIL ACCOUNT CREATION

Name of Temporary Contract Assistant: _____

Name of Council Member: _____

“Temporary Contract Assistant” means the individual retained by a Council Member, who is not an employee of The Corporation of the City of London;

I, [COUNCILLORS' NAME], request that a corporate email address be created to be used by [TEMPORARY ASSISTANT'S NAME] in the execution of his/her duties as my Temporary Contract Assistant, as per our Agreement.

I, [COUNCILLORS' NAME] understand that the use of and access to this corporate account shall be executed on a remote device and not on the City of London's network.

I, [COUNCILLORS' NAME], agree to provide [TEMPORARY ASSISTANT'S NAME] with access to my corporate email files, including the ability to take any and all actions regarding those files in my name.

I, [COUNCILLORS' NAME], agree to provide [TEMPORARY ASSISTANT'S NAME] with the relevant City policies, procedures and standards with respect to computer usage, handling of information and general conduct, noting that the term “employee” in the relevant policies, procedures and standards shall be deemed to also apply to the Temporary Contract Assistant, even though the Temporary Contract Assistant is not an employee of the City.

ACCOUNT ACCESS AND ACTIVATION BETWEEN [MM/DD/YYYY] TO [MM/DD/YYYY]

Signed this _____ day of _____, 2016.

Signature of Council Member

APPENDIX “B”

TEMPLATE AGREEMENT FOR COUNCIL MEMBERS’ TEMPORARY CONTRACT ASSISTANTS

PERSONAL SERVICE AGREEMENT BETWEEN TEMPORARY CONTRACT ASSISTANT AND COUNCIL MEMBER

THIS AGREEMENT made this _____ day of _____, _____

BETWEEN:

herein referred to as the “Assistant”

-and-

herein referred to as the “Councillor”

1. **Engagement:** The Councillor hereby engages the Assistant to carry out the duties as set out by the Councillor subject to the adherence by the Councillor and the Assistant with all by-laws, resolutions, policies, procedures, rules and regulations of The Corporation of the City of London. The term “employee” contained in the above-noted by-laws, resolutions, policies, procedures, rules and regulations shall be deemed to refer to the Assistant, even though the Assistant is not an employee of The Corporation of the City of London. It is understood that the Councillor will make reasonable efforts to inform the Assistant of the rules, standards and procedures which are in effect and which apply to them.
2. **Duties:** The Assistant shall perform such duties as set out from time to time by the Councillor and shall carry out these duties and responsibilities in compliance with all by-laws, resolutions, policies, procedures, rules and regulations of The Corporation of the City of London, with a high level of competence, cooperation, loyalty, integrity, initiative and resourcefulness.
3. **Period of Engagement:** The term of this Agreement shall be for the period commencing _____ and expiring _____, subject however to prior termination as herein provided.
4. **Compensation:** For services pursuant to this Agreement, regardless of the difficulty, or materials or equipment required, the Assistant’s compensation shall be at a fee of \$ _____ per hour ,inclusive. The hours of services will be as assigned by the Councillor.
5. **Confidentiality:** The Assistant shall ensure they are informed of the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA) and shall handle any and all data or information not generally known outside The Corporation of the City of London and/or a Councillor or received by The Corporation of the City of London or a Councillor, or from any outside source in keeping with the provisions of MFIPPA legislation. Without limiting the scope of this definition, confidential information includes any constituent files, constituent emails, any business, finance or record data, plan or survey; and any other record or information relating to the present or future business, or service of The Corporation of the City of London, or individual Councillors.

Recognizing that all confidential information and copies thereof acquired by the Assistant while fulfilling their contract are the sole property of The Corporation of the City of London and/or individual Councillors, the Assistant shall not, directly or indirectly, disclose, divulge, provide or disseminate, in any manner to any person or entity at any time, any confidential information or secrets, or use any confidential information or secrets, other than pursuant to their contract by and for the benefit of Councillor and The Corporation of the City of London. Failure to follow the noted confidential

information protocol, MFIPPA, or failure to follow the policies, procedures and standards governing the conduct of employees of The Corporation of the City of London, will result in the termination of this contract.

I, _____, agree to the terms of this Agreement.
(the “Assistant”)

Dated this: _____ day of _____, _____.

Signature: _____
(the “Assistant”)

Signature: _____
(the “Councillor”)