

**PORT OF NEWPORT  
RESOLUTION NO. 2020-15**

**A RESOLUTION ADOPTING AN EXTERNAL COMPUTER USE POLICY**

**WHEREAS**, the Port of Newport Board of Commissioners By-laws states in Section 2 that the Board of Commissioners shall adopt policies for the governance of the Port; and

**WHEREAS**, from time to time Port Commissioners, Staff and/or other designees may be assigned computer devices and peripherals for Port business use at home or at other locations outside of Port property to meet the needs of the Port; and

**WHEREAS**, the Port of Newport presently does not have an enumerated policy with regard to external computer use; and

**WHEREAS**, Port staff has prepared an External Computer use Policy document, attached hereto as Exhibit A, that outlines related policies and procedures;

NOW THEREFORE,

**THE PORT OF NEWPORT BOARD OF COMMISSIONERS RESOLVES AS FOLLOWS:**

**Section I.** The Port of Newport External Computer Use Policy attached hereto as Exhibit A, is hereby adopted by reference.

**Section II.** The Policies and Procedures may be modified by Resolution or may be modified administratively to follow best practices or to incorporate new laws and rules.

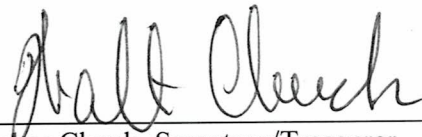
**Section III.** Staff is directed to codify this policy according to past administrative practices.

**APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS** this 15<sup>th</sup> day of December 2020.

ATTESTED:

**james m burke** Digitally signed by james m burke  
Date: 2020.12.18 12:43:31 -08'00'

James Burke, President



Walter Chuck, Secretary/Treasurer



# External Computer Use Policy

*Adopted by Resolution XXXX-XX  
Date*

Title and Revision Date

# PORT OF NEWPORT

## External Computer Use Policy

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## Chapter 1. General Provisions

- 1.1 Title.** This Policy and any amendments hereto shall be called, collectively, the Port of Newport External Computer Use Policy.
- 1.2 Purpose and Scope.** The purpose of this policy is to ensure that the Port of Newport identifies the proper use and care of tablets, laptops or other devices issued for Commissioner, Employee or other Assignee use.
- 1.3 Variances.** The General Manager shall have the discretion to vary or modify the strict application of the provisions of the policy in any case in which the strict application of said provisions would result in practical difficulties or unnecessary hardships.
- 1.4 Interpretation.** If any section or part of this policy is found to be inconsistent with any laws of the State of Oregon or of the United States, or any rule, regulation or standard established pursuant thereto, such section, or part thereof shall be interpreted in the manner most consistent with its original intent that is not inconsistent with any laws of the State of Oregon or the United States or any rules, regulations or standards established pursuant thereto. Nothing contained in this policy shall be construed as a limitation of any rights, privileges, or remedies previously existing under any applicable laws or as a limitation of the powers of the Port Commission or management.
- 1.5 Severability.** Should any portion or the application thereof to any person or property be found invalid for any reason, the validity of the remainder of these provisions or the application of such remainder to other persons or property shall not be affected.

## Chapter 2. Use and Care

- (a) The Port of Newport (hereinafter referred to as "Port") may lend to an elected official, employee, or other designated individual (hereinafter referred to as "Assignee") a Port computer device and peripherals (hereinafter referred to as "device") in good working order for use outside of the Port locations.
- (b) It is the responsibility of the Assignee to ensure that the device is retained in a safe environment.
- (c) Assignee will acknowledge and agree that the Assignee's use of the device is a privilege, and the Assignee has the responsibility to protect and safeguard the device and to return the same in good condition upon request by the Port.
- (d) The device is, and at all times remains, the property of the Port and is provided to the Assignee for use throughout the association with the Port.
- (e) Assignees may not deface, destroy, or otherwise damage the device in any way. Assignee will agree to use best efforts to ensure that the device is not damaged or rendered inoperative.

- (f) Failure to use the device in the appropriate manner will result in consequences as determined by Port policy, or civil and/or criminal liability under applicable laws, and may result in disciplinary action, revocation of the Assignee's privilege to use and/or access the device, including the privilege to take the device home.
- (g) The device and all applications and software installed by the Port thereon are the property of the Port and are made available under the terms of this Policy for Assignee's use during their association with the Port.
- (h) The Port retains control, custody, and supervision of all devices and in accordance with the law reserves the right to monitor all activity by Assignee, and the device may be subject to random search.
- (i) Assignee should have no expectation of privacy in their use of devices including email, stored files, or internet sites visited.
- (j) Each device is assigned to an individual Assignee. Assignees should never swap/share their device with another Assignee.
- (k) Assignees shall not store or put anything on the device or in an email that would be embarrassing, inappropriate, or illegal.
- (l) Port policies and State Statutes regarding public records are in effect at all times and apply to all Assignees and their use of assigned devices.
- (m) Assignees may not make any attempt to add, delete access, or modify user accounts on the device.
- (n) Assignees may not install or use any software other than software owned and/or approved by the Port.
- (o) Assignee may use the device for non-commercial, personal purposes in accordance with Port policies, procedures, guidelines and rules, and local, state, and federal statutes and regulations.
- (p) The Port General Manager or appointed designee reserves the right to search devices and the files thereon when there may be a violation or the State of Oregon records laws and/or when order, health, and the safety of persons may be an issue. This standard also applies to any and all Port sponsored activities at any location.
- (q) The Port is responsible for tracking and monitoring devices. Devices will be entered into inventory and tagged. Identification labels will be placed on the devices. These labels are not to be removed or modified. If the labels become damaged or missing, Assignee shall contact the Port for replacements. Additional stickers, labels or markings of any kind may not be added to the device.
- (r) If the device is lost or stolen, Assignee will report the loss or theft to the Port as soon as possible.

- (s) Assignees agree to bring any device that is damaged or not working properly to the Port for repair or replacement. Assignees are not authorized to attempt repairs themselves or to contract with any other individual or business for repair of the device.

### **Chapter 3. Relinquishment**

- (a) Assignees resigning or otherwise terminating their relationship with the Port will return the device before their last day.
- (b) If the device is not returned, the Assignee will be financially responsible for the replacement of the device.
- (c) Failure to return the device may result in civil and/or criminal liability under applicable laws.

### References

Reserved.



## External Computer Use Policy & Device Receipt Acknowledgment Form

As an Assignee of a Port of Newport device, I acknowledge the following:

I have been provided a copy of or given access to the External Computer Use Policy. I have both read and understood the information in the Policy and have asked the General Manager, Supervisor, or designee for the clarification of any information I did not understand.

I acknowledge receipt of the following to use in accordance with the Policy:

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\_\_\_\_\_  
Assignee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Assignee's Name