MANAGEMENT CONTROL AGREEMENT RELATING TO BROWARD COUNTY OPERATION OF THE REGIONAL PUBLIC SAFETY INFRASTRUCTURE

This Management Control Agreement ("Agreement") is made and entered into by and between: Broward County, a political subdivision of the state of Florida ("County"), and ________________________, a municipal corporation organized and existing under the laws of the state of Florida ("City") (collectively, the County and the City are referred to as the "Parties").

RECITALS

A. City operates a police department that performs the administration of criminal justice and allocates a substantial part of its annual budget to the administration of criminal justice.

B. County operates the Regional Public Safety Infrastructure, which includes a portion of computer systems and network infrastructure interfacing directly or indirectly with the State of Florida Criminal Justice Network ("CJNet") for the interstate exchange of criminal history/criminal justice information.

C. The Parties desire to enter into a Management Control Agreement.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. Pursuant to the Criminal Justice Information Services (CJIS) Security Policy Version 5.6, Sections 3.2.2 and 5.1, it is agreed that with respect to administration of that portion of Regional Public Safety Infrastructure computer systems and network infrastructure interfacing directly or indirectly with CJNet for the interstate exchange of criminal history/criminal justice information, City shall have the authority, via managed control, to set and enforce:

   a) Priorities.

   b) Standards for the selection, supervision, and termination of personnel.

   c) Policy governing operation of justice systems, computers, access devices, circuits, hubs, routers, firewalls, and any other components, including encryption, that comprise and support a telecommunications network and related criminal justice systems to include but not limited to criminal history record/criminal justice information, insofar as the equipment is used to process or transmit criminal justice systems information guaranteeing the priority, integrity, and availability of service needed by the criminal justice community.

   d) Restriction of unauthorized personnel from access or use of equipment accessing the State network.
e) Compliance with all rules and regulations of the City Policies and CJIS Security Policy in the operation of all information received.

2. Responsibility for management of security control shall remain with the criminal justice agency, CJIS Security Policy Version 5.6, Section 3.2.

3. This Agreement covers the overall supervision of all City’s systems, applications, equipment, systems design, programming, and operational procedures associated with the development, implementation, and maintenance of any City system to include NCIC Programs that may be subsequently designed and/or implemented within the City.

4. The Parties agree that this Agreement shall be for a term of one (1) year commencing on the date of execution and shall automatically renew on a yearly basis unless terminated by either party. Either party may terminate this Agreement by providing the other party with five (5) days written notice. Notice may be delivered by facsimile and will be effective on the date that it is given.
IN WITNESS WHEREOF, the parties hereto have made and executed this Assignment Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, duly authorized to execute same and the CITY OF ______________________, signing by and through its _________________________, duly authorized to execute same.

COUNTY

WITNESS: 

_______________________________
(Signature)

_______________________________
(Print Name of Witness)

BROWARD COUNTY, by and through its County Administrator

By____________________________
County Administrator

____ day of ______________, 2018

Approved as to form by

_______________________________
(Signature)

_______________________________
(Print Name of Witness)

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By____________________________
René D. Harrod    (Date)
Deputy County Attorney

RDH
2018-05-30 Form Management Control Agreement
5/20/2018
#302926.1
MANAGEMENT CONTROL AGREEMENT RELATING TO BROWARD COUNTY OPERATION OF THE
REGIONAL PUBLIC SAFETY INFRASTRUCTURE

CITY

ATTEST:  CITY OF ________________

_______________________  By________________________________

City Clerk  City Manager  (Date)

AND

_______________________  By________________________________

City Clerk  City Manager  (Date)

APPROVED AS TO FORM:

_______________________  (Date)

City Attorney