

**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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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:

BROWARD COUNTY, by and through
its County Administrator

(Signature)

By _____
County Administrator

(Print Name of Witness)

____ day of _____, 2018

(Signature)

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

(Print Name of Witness)

By _____
René D. Harrod (Date)
Deputy County Attorney

RDH
2018-05-30 Form Management Control Agreement
5/20/2018
#302926.1

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CITY

ATTEST:

CITY OF _____

City Clerk

By _____
City Manager (Date)

AND

By _____
Chief of Police (Date)

APPROVED AS TO FORM:

City Attorney (Date)