

## **Management Control Agreement** **(Between the Baldwin County Commission** **and the Foley Police Department)**

This Management Control Agreement (Agreement) is made by and between the Baldwin County Commission (BCC) and the Foley Police Department (FOPD). The Baldwin County Commission and the Foley Police Department (collectively referred to as "parties") hereby acknowledge and agree as follows:

WHEREAS, pursuant to the CJIS Security Policy Version 5, Sections 3.2.2 and 5.1, regarding the administration of that portion of computer systems and network infrastructure interfacing directly or indirectly with the state network ACJIC for the interstate exchange of criminal history/criminal justice information, the Foley Police Department wishes to have the authority, via managed control, to set and enforce various matters; and

WHEREAS, the parties have reached an agreement pertaining to the computer systems and network infrastructure interfacing directly or indirectly with the state network ACJIC for the interstate exchange of criminal history/criminal justice information.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and in relation to the overall supervision of all Foley Police Department systems, applications, equipment, systems design, programming, and operational procedures associated with the development, implementation, and maintenance of any Foley Police Department system to include NCIC Programs that may be subsequently designed and/or implemented within the Foley Police Department, the sufficiency of all such consideration is hereby acknowledged, the parties do hereby agree as follows:

**1. Managed Control by FOPD.** Pursuant to the CJIS Security Policy Version 5, Sections 3.2.2 and 5.1, it is agreed that, with respect to administration of that portion of computer systems and network infrastructure interfacing directly or indirectly with the state network ACJIC for the interstate exchange of criminal history/criminal justice information, the Foley Police Department 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 Foley Police Department Policies and CJIS Security Policy in the operation of all information received.

2. **CJA Management & Control.** Responsibility for management of security control shall remain with the criminal justice agency. (See CJIS Security Policy Version 5 Section 3.2).

3. **Certain Authority.** Notwithstanding anything written or implied within this Agreement, the FOPD shall in no way have any authority to manage, set standards, set priorities, or otherwise control official policies relating to, without limitation, administrative, personnel, computer information systems of the BCC and such attempt to do so will render this Agreement void.

4. **No Agency Created.** It is neither the express nor the implied intent of the FOPD or the BCC to create an agency relationship pursuant to this Agreement; therefore, neither Party acts in any manner act on behalf of the other Party and the creation of such a relationship is prohibited and void.

5. **Entire Agreement.** This agreement represents the entire and integrated agreement between the BCC and the FOPD and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.

6. **Effective Date & Termination.** This Agreement shall be effective on the date of full execution. The BCC and the FOPD may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, both parties shall discontinue their work to the extent specified in the notice.

7. **Force Majeure.** The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

8. **State of Alabama.** This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

9. **Indemnification.** FOPD shall indemnify, defend and hold the BCC and its Commissioners, affiliates, employees, agents, representatives, contractors, subcontractors, licensees and invitees harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees and costs, of any nature whatsoever, incurred by, asserted against, or imposed upon BCC related to or arising out of this Agreement or the services provided pursuant to this Agreement. This indemnification shall survive the termination or expiration of this Agreement.

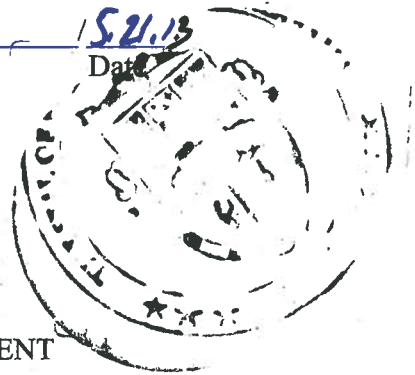
10. **Number of Originals.** This Agreement shall be executed with any number of originals, all of which are equally valid as an original.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties subscribed below.

BALDWIN COUNTY COMMISSION

BY: Tucker Dorsey / 5-21-13  
Chairman Date

ATTEST: David A. Z. Brewer / 5-24-2013  
County Administrator Date



FOLEY POLICE DEPARTMENT

BY: David Wilson / 5-20-13  
Chief of Police Date

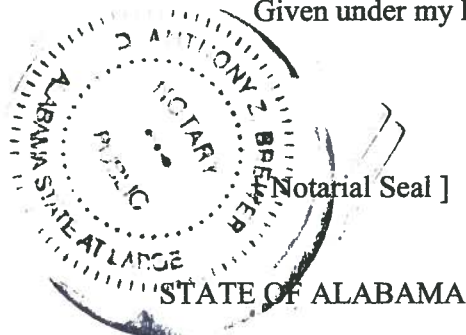
**\*Notary Page to Follow\***

STATE OF ALABAMA

COUNTY OF BALDWIN

I, D. Anthony A. Brewer, a notary public in and for said county in said state, hereby certify that TUCKER DORSEY, whose name as Chairman of the Baldwin County Commission, as the governing body of BALDWIN COUNTY, a political subdivision of the State of Alabama, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said commission on the day the same bears date.

Given under my hand and official seal this 21<sup>st</sup> day of May, 2013.



D. Anthony A. Brewer  
Notary Public

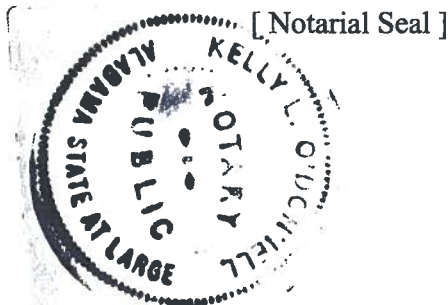
My Commission Expires: 2-9-2014

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Kelly L. O'Donnell, a notary public in and for said county in said state, hereby certify that DAVID WILSON, whose name as Chief of the Foley Police Department, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Foley Police Department on the day the same bears date.

Given under my hand and official seal this 20 day of May, 2013.



Notary Public Kelly L. O'Donnell  
My Commission Expires:

