



COUNTY COMMISSION

BALDWIN COUNTY

312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

(251) 580-2564

(251) 580-2500 Fax

www.co.baldwin.al.us

LORI G. RUFFIN
Records Manager

August 24, 2010

Mr. Michael E. Rowland
Chief of Police
City of Bay Minette
Post Office Box 1208
Bay Minette, Alabama 36507

RE: Management Control Agreement

Dear Chief Rowland:

Enclosed is a **fully executed copy** of the *Management Control Agreement*, approved during the August 3, 2010, Baldwin County Commission meeting between the Commission and the City of Bay Minette Police Department related to the administration of computer systems and network infrastructure which interface with the Alabama Criminal Justice Information Center (ACJIC) network.

If you have any questions or need further assistance, please do not hesitate to contact Warren Donald, Information Systems Manager, at (251) 580-2576.

Sincerely,

LORI G. RUFFIN, Records Manager
Baldwin County Commission

LGR/met Item EG1

cc: Warren Donald
David Pimperl
Scott Barnett
Erich Bergdolt

ENCLOSURE

RECEIVED
AUG 24 2010
BY: MFO

**Management Control Agreement
(Between the Baldwin County Commission
and the Bay Minette Police Department)**

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

WHEREAS, pursuant to the CJIS Security Policy Version 4.5, 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 Bay Minette 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 Bay Minette Police Department systems, applications, equipment, systems design, programming, and operational procedures associated with the development, implementation, and maintenance of any Bay Minette Police Department system to include NCIC Programs that may be subsequently designed and/or implemented within the Bay Minette Police Department, the sufficiency of all such consideration is hereby acknowledged, the parties do hereby agree as follows:

1. Managed Control by BMPD. Pursuant to the CJIS Security Policy Version 4.5, 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 Bay Minette 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 Bay Minette 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 4.5).
3. Certain Authority. Notwithstanding anything written or implied within this Agreement, the BMPD 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 BMPD 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 BMPD 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 BMPD 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. BMPD shall indemnify, defend and hold the BCC and its 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, of any nature whatsoever, incurred by, asserted against, or imposed upon BCC.

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 Memorandum of Understanding has been duly executed by the parties subscribed below.

BALDWIN COUNTY COMMISSION

BY: Charles F. Gruber / 8-24-2010
Charles F. Gruber Date
Chairman

ATTEST:

Michael L. Thompson / 8/24/2010
Michael L. Thompson Date
Administrator

BAY MINETTE POLICE DEPARTMENT

BY: Michael E. Rowland / 08/18/10
Michael E. Rowland Date
Chief of Police/AISO
Bay Minette Police Department

Notary Page to Follow

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Pamela M. Thompson, a Notary Public in and for said County in said State, do hereby certify that Michael E. Rowland, Chief of Police/AISO of the Bay Minette Police Department, whose name is signed to the foregoing Memorandum of Understanding and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he voluntarily executed the same with full authority to do so on the day the same bears date.

GIVEN under my hand and seal this the 18th day of August, 2010.



Pamela M. Thompson
Notary Public

My Commission Expires: My Commission Expires 7/20/2011