

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: April 10, 2018

Consent

Regular

Public Hearing

Workshop

Department:

Submitted by: Information Systems Services (ISS)

Submitted for: Information Systems Services

I. EXECUTIVE BRIEF

Motion and Title: **Staff recommends motion to approve:** Management Control Agreement (“MCA”) between the Palm Beach County Board of County Commissioners (County) and the State Attorney’s Office, 15th Judicial Circuit (“SAO”) as required by the U.S. Department of Justice, Federal Bureau of Investigation Criminal Justice Information Systems (“CJIS”) Security Policy.

Summary: ISS provides various data transport and network services used to operate SAO systems, including access to the National Crime Information Center (NCIC) and the Florida Crime Information Center (FCIC). The CJIS Security Policy requires that a formal MCA be entered into with any non-criminal justice agency, such as ISS, having access to NCIC and/or FCIC, criminal history and criminal justice information. Countywide (DCB)

Background and Justification: ISS is responsible for maintaining the network infrastructure that supports the activities of the SAO. Any non-criminal justice agency having access to criminal justice information is required to be a party to an MCA as stipulated in the CJIS Security Policy, Section 5.1.1.4:

“5.1.1.4 Interagency and Management Control Agreements

A NCJA (government) designated to perform criminal justice functions for a CJA shall be eligible for access to the CJI. Access shall be permitted when such designation is authorized pursuant to executive order, statute, regulation, or interagency agreement. The NCJA shall sign and execute a management control agreement (MCA) with the CJA, which stipulates management control of the criminal justice function remains solely with the CJA. The MCA may be a separate document or included with the language of an interagency agreement. An example of an NCJA (government) is a city information technology (IT) department.”

Attachments:

- 1. Management Control Agreement

Recommended by: Steve Bordelon 3-22-18
Department Director Date

Approved by: W. Baker 3/28/18
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Capital Expenditures	(\$0)	(\$0)	(\$0)	(\$0)	(\$0)
Operating Costs	\$0	\$0	\$0	\$0	\$0
External Revenues	\$0	\$0	\$0	\$0	\$0
Program Inc (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u>(\$0)</u>	<u>(\$0)</u>	<u>(\$0)</u>	<u>(\$0)</u>	<u>(\$0)</u>
# Additional FTE Positions (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Is Item Included in Current Budget Yes X No
 Does this item include the use of Federal Funds? NO
 Expenditure Budget Number: Fund Dept Unit Object

B. Recommended Sources of Funds / Summary of Fiscal Impact
NO FISCAL IMPACT

C. Department Fiscal Review: *Patricia ... 3/20/18*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development & Control Comments:

Deepran ... 3/23/18 *Dr. J. ... 3/26/18*
 OFMB *(initials)* 3/23 3/22 Contract Administration
 * 3/23 3/20/18

B. Legal Sufficiency:

M.C.W. 3/27/18
 Assistant County Attorney

C. Other Department Review:

 Department Director

THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.

Management Control Agreement

This Management Control Agreement ("MCA"), dated as of this _____ day of _____, 2018, is made between the **State Attorney's Office, 15th Judicial Circuit** ("SAO") and **Palm Beach County**, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("County"). This MCA pertains to technical services provided by the County, through its Information Systems Services department, to the SAO for data transport, network services used to access equipment, systems design, programming and operational procedures associated with the development, implementation, and maintenance of the SAO system, to include the National Crime Information Center ("NCIC") and the Florida Crime Information Center ("FCIC") programs that may be subsequently designed and/or implemented within the SAO.

Pursuant to the U.S. Department of Justice, Federal Bureau of Investigation Criminal Justice Information Systems (CJIS) Security Policy ("Security Policy"), 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 (FCIC/NCIC) located within the SAO for the interstate exchange of criminal history/criminal justice information, the SAO shall have the authority, via managed control, to set, maintain, and enforce:

- (1) Priorities. CJIS priorities regarding the access, use, and maintenance of CJIS equipment used for transporting and processing CJIS data.
- (2) Standards for the selection, supervision, and termination of personnel. The County will provide the SAO a list of personnel who will have physical and/or logical access to the network accessing, processing, storing or transmitting CJIS data. Prior to giving those individuals access to the network or any component thereof, confirmation that the individual has passed a fingerprint-based records check completed by the Palm Beach County Electronic Systems and Services and the Palm Beach Sheriff's Office and Level 4 Security Awareness Training will be submitted to the SAO. If the County terminates a member of the information technology team, the SAO will be notified and all rights and privileges for that individual will be immediately revoked. The County will update and keep current a list of individuals with access and provide that to the SAO any time a change occurs.
- (3) 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. The County will notify SAO of any system or network security incidences or intrusions that may affect the SAO. If detected, the County will work to contain the breach and limit the loss of data or system integrity. If the County outsources to a third-party vendor, it will consult with the SAO for guidance regarding personnel and access prior to allowing the third-party any physical or logical access to the criminal justice network.
- (4) Restriction of unauthorized personnel from access or use of equipment accessing the Florida state network. Any individual that works directly or indirectly with the County who fails to maintain up-to-date Security Awareness Training or whose fingerprint-based record check reveals a felony of any kind, will be denied physical and logical access to CJIS until a review by the CJIS Systems Officer is either approved or denied.
- (5) Compliance with all rules and regulations of the SAO Policies and CJIS Security Policy in the operation of all information received. The County will comply with all rules, regulations and procedures outlined by the SAO and the CJIS Security Policy.

As per Section 5.1.1.4 of the Security Policy, management control of the criminal justice function remains solely with the SAO.

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

The County and the SAO have each caused this MCA to be executed by its duly authorized official as of the date set forth above.

ATTEST:
Sharon R. Bock, Clerk & Comptroller

**PALM BEACH COUNTY, a political
subdivision of the State of Florida, by and
through its Board of County
Commissioners:**

By: _____
Deputy Clerk

By: _____
Melissa McKinlay, Mayor

APPROVED AS TO TERMS
AND CONDITIONS:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: Steve Bordelon
Steve Bordelon
Director, Information Systems Services

By: M.C.W.
County Attorney

STATE ATTORNEY'S OFFICE, 15TH JUDICIAL CIRCUIT

By: Dave Aronberg
Dave Aronberg, State Attorney

APPROVED AS TO TERMS
AND CONDITIONS:

By: Sarah Lynn Hoedtke
Witness: 15th Circuit

By: Joanne M. Greene-Hoedtke
Joanne Greene-Hoedtke, Director
Information Technology, SAO