

**Intergovernmental Agreement between The City of Smyrna, Georgia and The City of Austell, Georgia**

**Mobile Field Reporting (MFR) and Records Management System (RMS) Hosting**

This Agreement is made this 25<sup>th</sup> day of June, 2024 by and between The City of Austell, Georgia (“Austell”) and The City of Smyrna, Georgia (“Smyrna”).

WHEREAS, Smyrna, through its Information Technology (IT) Department, provides servers, networking, and IT services; and

WHEREAS, Austell desires to utilize Smyrna’s existing IT infrastructure and public safety software system to host their records management system (RMS); and

WHEREAS, Smyrna is willing to host the OSSI MFR and RMS server for Austell subject to the terms and conditions of this agreement; and

WHEREAS, pursuant to Article 9, Section 3, Paragraph 1 of the Constitution of the State of Georgia, Smyrna and Austell are authorized to enter into this intergovernmental agreement.

Now THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties agree as follows:

**SECTION 1**

**Definitions**

1. Cyber Incident – any unauthorized access, disruption, or misuse of the servers, network, computers, or software, or any event that could potentially lead to such unauthorized activities.
2. CJIS – Criminal Justice Information Services is a set of policies created by the FBI to govern criminal justice information access.
3. IT – Information Technology or the technology that enables the software systems to function.
4. IT Infrastructure – The servers, networking, and other related components that enable staff to access software hosted on-premises for their daily duties.
5. RMS – Records Management System
6. OSSI – Name of the software suite that runs the public safety software system, which is comprised of several modules including but not limited to CAD, Mobile MCT, MFR, RMS.
7. CAD – Computer aided dispatching
8. MCT – Mobile Computer Terminal
9. MFR – Mobile Field Reporting
10. RMS – Records Management System
11. VPN – Virtual Private Network

### **Section 3**

#### **Term**

1. **Effective Date.** The Effective Date of this Agreement shall be \_\_\_\_\_.
2. **Term.** The initial term of this agreement shall be a period of 5 years, ("initial term"), unless sooner terminated under the provisions set forth in section 6 of this agreement.

### **Section 2**

#### **Services Scope**

1. Smyrna will host the OSSI RMS and MFR servers and its related software for Austell using Smyrna's IT infrastructure.
2. Smyrna and Austell will provide a Site-to-Site VPN tunnel connection that will allow Austell to connect to Smyrna's IT infrastructure, thus enabling Austell to make use of the OSSI MFR and RMS systems.
3. Smyrna and Austell will modify their networks and firewalls respectively to allow the necessary network traffic for the OSSI system.
4. Smyrna and Austell will create an Active Directory trust between both agencies so that Austell can authenticate their authorized users to access the OSSI MFR and RMS Systems.
5. Any request for support related to the Austell's RMS and MFR servers will be made to Smyrna's IT Ticketing system by emailing [helpdesk@smyrnaga.gov](mailto:helpdesk@smyrnaga.gov) or calling 678-631-5553 and leaving a voicemail with a description of the issue.
  - a. Austell should report all issues to their own IT department or vendor first. Austell's IT department should investigate and troubleshoot all issues on their end before escalating to the Smyrna IT Department.
  - b. Support from the Smyrna IT Department will only be provided to ensure the OSSI system is made available to Austell.
  - c. Any other issues related to the functionality of the OSSI system must be made to the vendor, Central Square using their appropriate support channels.
6. Austell must supply and maintain their own workstations, network infrastructure, internet connection, and technical support services.
7. Austell must acquire the appropriate licenses from CentralSquare in order to use the OSSI system.

### **Section 3**

#### **Security Requirements**

1. Both parties agree to maintain endpoint security software such as anti-virus to secure workstations and servers.

2. Both parties agree to maintain an active firewall filtering subscription to help minimize the risk of malicious traffic moving laterally between both parties' networks.
3. Both parties agree to keep their computing systems patched with the latest security updates and will remove end-of-life devices from their networks promptly.
4. Both parties agree to remain in compliance with CJIS and GCIC policies.
5. Austell acknowledges and accepts the right of Smyrna to suspend network and server access without prior notice upon detection, confirmation, or notification of any unauthorized access. If unauthorized access occurs, Smyrna and Austell will attempt to resolve those security issues to the satisfaction of both parties. If no satisfactory resolution of security issues is identified, Smyrna reserves the right to terminate network and server access to Austell.

## **Section 4**

### **Responsibilities for Reporting Cyber Incidents**

#### **4.1 Reporting Incidents**

1. Both Smyrna and Austell must report any cyber incidents to the other party as soon as possible, but no later than within 24 hours of discovering the incident.
2. Smyrna Incident Response Contact:
  - a. Smyrna IT Department, [helpdesk@smyrnaga.gov](mailto:helpdesk@smyrnaga.gov), 678-631-5553 (leave voicemail)
3. Austell Incident Response Contact:
  - a. Marcus Coleman [mcoleman@austellga.gov](mailto:mcoleman@austellga.gov) / 770-990-8239
4. A cyber incident is defined as any unauthorized access, disruption, or misuse of the servers, network, computers, or software, or any event that could potentially lead to such unauthorized activities.

#### **4.2 Response to Incidents**

1. Upon reporting a cyber incident, both parties agree to cooperate fully in investigating the incident.
2. Smyrna will take immediate steps to mitigate the impact of the incident and restore normal service as quickly as possible.
3. Austell agrees to assist in the investigation by providing relevant information and access to affected systems as needed.
4. Either party may disable the site-to-site VPN tunnel while the affected party is investigating the cyber incident to minimize the effects of the incident.

## **Section 5**

### **Compensation**

Smyrna shall be entitled to an annual payment of \$1,000 for hosting services to cover the cost of recurring subscriptions related to the new Austell MFR and RMS Servers. These subscriptions include but are not limited to backup and disaster recovery systems, firewall filtering services, anti-virus and endpoint detection response sensors, networking bandwidth, and any additional IT overhead that is typically associated with hosting these systems. Invoices are due upon receipt. Failure to promptly remit may result in termination of this agreement and loss of access to the OSSI Systems.

## **Section 6**

### **Termination**

This agreement may be terminated, in whole or in part, upon any one of the following conditions:

1. **Mutual Agreement.** The parties may terminate this agreement at any time by mutual agreement
2. **For Cause.** Any party may terminate this agreement for cause upon thirty (30) days prior written notice to the other party for failure to perform the terms of this agreement.
3. **For Convenience.** Any party may terminate this agreement for its convenience at any time upon sixty (60) days prior notice to the other party.
4. **Upon Conclusion of Agreement.** At the conclusion of the initial term or any renewal terms agreed to by the parties, this agreement shall be terminated unless a new contract is entered.

## **Section 7**

### **Entire Agreement**

This Agreement constitutes the entire agreement of the parties relating to the subject matter. All prior negotiations and understandings are merged in this Agreement. Modifications or amendments of this Agreement shall be made only in writing and signed by the parties. No modifications or amendments of this Agreement shall be valid until executed in writing by all parties.

## **Section 8**

### **MISCELLANEOUS**

1. **Governing Law, Jurisdiction.** This Agreement and the rights and obligations of the parties hereto (including third party beneficiaries) shall be governed, construed, and interpreted according to the laws of the State of Georgia. The parties hereby submit to the exclusive jurisdiction of the Superior Court of Cobb County, Georgia for the purposes of all legal proceedings arising out of or relating to this Agreement, and the parties irrevocably waive, to

the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of any such proceeding which is brought in such a court.

2. **Severability.** If any provision of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable under any particular circumstances because it conflicts with any provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement.
3. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, and all of which constitute but one and the same instrument.
4. **Amendments in Writing.** No waiver, amendment, release, or modification of this Agreement shall be established by conduct, custom, or course of dealing, but solely by a document in writing duly executed and delivered by Austell or Smyrna.
5. **Notices.** Except as otherwise specifically provided herein, all notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by certified mail, return receipt requested, postage prepaid or when personally delivered or when sent by registered overnight mail or delivery service charges prepaid, or when so specified herein by Electronic Means, to the Parties hereto at the following addresses or such other address designated by such Party in writing:

a. Contract City:

City of Austell

5000 Austell Powder Springs RD  
Suite 302 Austell GA. 30106

Attention: Chief O.S. Hamilton

Telephone: (478) 963-7810

Email: Shamilton@austellga.gov

City of Smyrna

2800 King Street SE

Smyrna, GA 30080

Attention: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

6. **Headings.** All headings herein are intended for convenience and ease of reference purposes only and in no way define, limit, or describe the scope or intent thereof, or of this Agreement, or in any way affect this Agreement.

In Witness Whereof, this Agreement has been executed by Smyrna and a duly authorized representative of The City of Austell as of this date set forth above.

**CITY OF SMYRNA**

**CITY SEAL**

\_\_\_\_\_  
Derek Norton, Mayor

**ATTEST:**

\_\_\_\_\_  
Heather K. Peacon-Corn, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Scott Cochran, City Attorney

**CITY OF AUSTELL**

**CITY SEAL**

*Ollie Clemons Jr.*  
\_\_\_\_\_  
Ollie Clemons Jr., Mayor

**ATTEST:**

*Elizabeth Young*  
\_\_\_\_\_  
Elizabeth Young, City Clerk

**APPROVED AS TO FORM:**

*[Signature]*  
\_\_\_\_\_  
City Attorney

