

**Action Requested/Required:**

- ☒ Vote/Action Requested
☐ Discussion or Presentation Only
☐ Public Hearing
Report Date: _____
Hearing Date: _____
Voting Date: _____

Department: Police Presenter(s) & Title: Chief M. P. Ferrell

Agenda Item Title:

Discussion and Possible Action on the Intergovernmental Agreement between the City of Canton and the Cherokee County Sheriff's Office for the Intelligence as a Service (IaaS) software platforms.

Summary:

Canton Police Department is requesting Council's consideration to approve the Intergovernmental Agreement between the City of Canton and the Cherokee County Sheriff's Office for the shared use of Intelligence as a Service (IaaS) platforms. Access to these platforms will enhance our law enforcement and investigative capabilities to better serve the public interest.

Budget Implications:

Budgeted? ☒ Yes ☐ No ☐ N/A

Total Cost of Project: Check if Estimated ☐

Fund Source: General Fund ☒ Water & Sewer ☐ Sales Tax ☐ Other:

Staff Recommendations:

Staff will ask for Council's consideration for: Motion to approve the Intergovernmental Agreement between the City of Canton and the Cherokee County Sheriff's Office for the shared use of Intelligence as a Service (IaaS) platforms.

Reviews:

Has this been reviewed by Management and Legal Counsel, if required? ☒ Yes ☐ No

Attachments:

Intergovernmental Agreement between the City of Canton and the Cherokee County Sheriff's Office.

**INTERGOVERNMENTAL AGREEMENT BETWEEN
CHEROKEE COUNTY SHERIFF'S OFFICE AND THE CITY OF CANTON
FOR LAW ENFORCEMENT SOFTWARE**

STATE OF GEORGIA
COUNTY OF CHEROKEE

"Intelligence as a Service (IaaS)"

This INTERGOVERNMENTAL AGREEMENT BETWEEN CHEROKEE COUNTY SHERIFF'S OFFICE AND THE CITY OF CANTON FOR LAW ENFORCEMENT SOFTWARE (hereinafter "Agreement") is entered into this ____ day of _____, 2025 by and between the CHEROKEE COUNTY SHERIFF'S OFFICE, a political subdivision law enforcement entity of the State of Georgia, acting by and through its elected Sheriff (hereinafter "County"), and the CITY OF CANTON, GEORGIA, a municipal corporation, acting by and through its governing authority, the Mayor and City of Canton City Council (hereinafter "City"), with both said entities existing under the laws of the State of Georgia (with each entity collectively being referred as "the Parties").

WHEREAS, County and City each provide law enforcement services to their respective jurisdictions; and

WHEREAS, County has procured access to an Intelligence-as-a-Service (IaaS) software platform to enhance law enforcement and investigative capabilities;

WHEREAS, City desires to utilize the County's access to such software for its police department's operational and investigative purposes; and

WHEREAS, the parties agree that such cooperative use of services serves the public interest and enhances public safety across jurisdictional boundaries; and

WHEREAS, Article IX, Section III, Paragraph I of the Constitution of the State of Georgia provides, in pertinent part, that any county, municipality, or other political subdivision of the State of Georgia may contract for any period not exceeding fifty (50) years with each other or with any public agency, public corporation, or public County for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, for such activities, services, or facilities which the county, municipality, or public County is authorized by law to undertake or provide; and

WHEREAS, this Agreement shall be considered an intergovernmental agreement in accordance with the terms Article IX, Section III, Paragraph I of the Constitution of the State of Georgia and shall identify the responsibilities of the Parties hereto; and

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants, promises, agreements, representations and warranties contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby covenant, promise, agree, represent and warrant as follows:

1. Information Regarding Intelligence as a Service (IaaS). "Intelligence as a Service" (IaaS) refers to cloud-based platforms that provide law enforcement agencies with advanced tools for data analysis, investigative support, and decision-making. These platforms aggregate and analyze data from various sources to enhance investigative capabilities and operational efficiency. Using such platforms, IaaS is capable of consolidating data from multiple sources, including criminal records, surveillance footage, social media, and open-source intelligence, to provide comprehensive insights that are useful for law enforcement activities. Furthermore, IaaS can use such information to identify patterns, predict criminal activities, and uncover connections between individuals and events that enhance the ability of law enforcement to effectively operate.
2. Purpose of Agreement. This Agreement shall establish a framework for the City's police department to share access and utilize intelligence services of the County's IaaS platform for the purpose of improving public safety, law enforcement intelligence, and operational efficiency.
3. Term. The term of this Agreement shall be for a period of one (1) year, commencing on the date first written above and shall automatically renew for an additional one (1) year unless the governing authority of one or both Parties takes affirmative action not to renew at the end of the initial term, said term is modified by mutual agreement, or the Agreement is terminated in accordance with the terms and conditions of this Agreement.

This Agreement may be terminated for convenience by either Party when that Party gives notice to the other Party in writing at least fifteen (15) days prior to its intended withdrawal from this Agreement.

4. Access and Use. The County shall provide the City with login credentials and technical access to the IaaS where applicable. City shall be responsible for confirming that City has appropriate information technology services in place to utilize and access the IaaS at City's sole cost. City further agrees that access to such system shall be limited to authorized personnel of the City's police department, who shall be subject to the same policies, training, and restrictions as County users. City also agrees to connect City's Report Management System data to the Peregrine system maintained by the County in order for such data to be utilized via the IaaS system by each department.

County and City agree to abide by all applicable federal, state, and local laws governing the use, sharing, and security of data accessed via the IaaS and each Party shall be responsible for the actions of its personnel and shall ensure proper oversight and data use compliance.

5. Cost Sharing. County agrees to be responsible for the initial contract and costs related to IaaS system. In order to be granted access as described above, City agrees to reimburse the County in the amount of seventy-five thousand dollars (\$75,000.00) for the first year in order to access and utilize the IaaS. Such payment shall be due within thirty (30) days of invoice unless otherwise agreed upon by the parties. These funds are intended for use by the Cherokee Sheriff's Office for IaaS. These funds may be used for operations or personnel to maximize the efficiency of the IaaS. Proper budget amendments will be completed to allocate funding to the Intelligence Division's budget upon receipt of payment to the Cherokee County Board of Commissioners. After the first year of use, and should the Parties wish to renew this Agreement for subsequent years, the annual reimbursement shall be determined by the County based on the total cost incurred for use of the IaaS. The reimbursement rate may be subject to change each year based on vendor pricing adjustments, expanded service features, or changes in user allocation. The

County shall provide written notice to the City of the upcoming year's cost share amount no later than sixty (60) days prior to the start of each subsequential renewal period.

6. Amendments. This Agreement may be amended at any time by the written, signed consent of all the Parties.
7. Assignment. The Parties shall not assign any obligation it incurs in the Agreement without the written consent of the other Party.
8. Severability. Should any part of this Agreement be invalidated or otherwise rendered null and void, the remainder of this Agreement shall remain in full force and effect.
9. Execution Powers. The undersigned officials are authorized to execute this Agreement on behalf of the Parties and hereby confirm that such execution has been authorized by resolution or motion of the governing body of the respective Party.
10. Entire Agreement. The parties acknowledge that this Agreement sets forth the entire agreement and understanding between the County and City. The Parties affirm that the only consideration for their agreement to execute, and their execution of the Agreement, are the terms as stated herein, and that there are no other promises or agreement of any kind which have caused them to execute this Agreement. This Agreement and the covenants and conditions contained herein shall be binding upon and in use to the benefit of each of the Parties hereto and their respective successors, assigns and successors in title. The Parties further acknowledge that they fully understand the meaning and intent of this Agreement, including but not limited to its binding effect. The Parties acknowledge that they have had the benefit of consulting an attorney before executing this Agreement.
11. Descriptive Headings. The titles, captions and paragraph headings are inserted for convenience only and are in no way intended to interpret, define, or limit the scope or content of this Agreement or any provision hereof.

12. Time is of the Essence. Time is of the essence with regard to performance of any services under this Agreement, unless the Parties agree otherwise in writing.
13. Waiver. One party's waiver of the other party's breach of any provision, term, or condition contained in this Agreement, shall not be deemed to be a waiver of such provision, term, or condition or any subsequent breach of the same or any other provision contained in this Agreement unless it is in writing. No waiver or waivers shall serve to establish a course of performance between the Parties contradictory to the terms of this agreement.
14. Force Majeure. Neither Party shall be liable for any loss or damage suffered by the other Party, directly or indirectly, as a result of the first Party's failure to perform, or delay in performing, any of its obligations contained in this Agreement (except any obligations to make payments hereunder), where such failure or delay is caused by circumstances beyond the first Party's control or which makes performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, judicial action, power failure, acts of God or other natural circumstances.
15. Choice of Law/Venue. This Agreement shall be governed by the laws of the State of Georgia. The Parties agree that jurisdiction and venue for any dispute arising under this Agreement shall be in any state or federal court of competent jurisdiction located in Cherokee County, Georgia.
16. Rights Cumulative. All rights, powers, and privileges conferred hereunder upon Parties hereto shall be cumulative and not restrictive of those given by law. Nothing contained herein shall impair the right of City or County to exercise its governmental and legislative functions.

[this portion intentionally left blank]

17. Notice. All notices, request, demands, and other communications provided for in this Agreement shall be in writing and shall be sent either by first class United States certified mail, return receipt requested, delivered by overnight carrier, or personally delivered to the applicable party at the following addresses:

For County:

Cherokee County Sheriff's Office
ATTN: Sheriff
498 Chattin Drive
Canton, Georgia 30115

For City:

City of Canton, Georgia
ATTN: City Manager
110 Academy Street
Canton, Georgia 30114

IN WITNESS WHEREOF, the Parties have caused their duly authorized officers to hereunto set their hands and affix their respective seals as of the day and year first above written.

Signed On Behalf of Cherokee County Sheriff's Office:

By: _____
FRANK A. REYNOLDS, Sheriff

Date

Attest: _____

Date

APPROVED by the City Council of Canton
this ____ day of _____, 20 ____.

Signed On Behalf of City of Canton, Georgia:

By: _____
BILL GRANT, Mayor

Date

Attest: _____
ANNIE FORTNER, City Clerk

Date