

**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 consideration to approve the Cherokee County Limited License Agreement for the use of Premier one CAD System.

Summary:

Request council approval to integrate Cherokee 911 CAD (Computer Aided Dispatch) system into Canton PD laptops. This will improve the police department's overall response to both non-emergency and emergency calls for service. Currently, Canton PD does not have CAD in our police vehicles.

The cost to fund 40 licenses and to implement the CAD system is ~ \$8,000/year.

Budget Implications:

Budgeted? ☒ Yes ☐ No ☐ N/A

Total Cost of Project: \$ 8,000.00 Check if Estimated ☐

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

Staff Recommendations:

Staff will request that the Council consider moving to approve the Limited License Agreement with Cherokee County for the use of the Premier One CAD system.

Reviews:

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

Attachments:

Limited License Agreement

**CHEROKEE COUNTY AND CITY OF CANTON LIMITED LICENSE AGREEMENT
FOR THE USE OF PREMIERONE CAD SYSTEM**

The Cherokee County and City of Canton Limited License Agreement for the use of PremierOne Mobile Dispatch Clients (hereinafter, the "Agreement") is made and entered into by and between Cherokee County, Georgia, a political subdivision of the state of Georgia, acting by and through its governing authority the Cherokee County Board of Commissioners (hereinafter, the "County") and the City of Canton, a municipal corporation acting by and through its governing authority, the City Council of Canton, Georgia (hereinafter, the "City") (County and City are each a "Party").

RECITALS

WHEREAS, a paramount objective of the Cherokee County Board of Commissioners is to protect the health, safety, and welfare of all of the County's residents, visitors, businesses and other organizations (hereinafter, the "Stakeholders"); and

WHEREAS, to protect the health, safety, and welfare of the Stakeholders, the Cherokee County Board of Commissioners authorized the acquisition from Motorola Solutions of the PremierOne CAD, Mobile, Records and Jail Management System (hereinafter, the "Cherokee County System"); and

WHEREAS, the County is the sole owner and operator of the Cherokee County System; and

WHEREAS, the purpose of Cherokee County System is to better enable the County's public safety agencies and public safety personnel to protect the health, safety, and welfare of the Stakeholders; and

WHEREAS, the Cherokee County Sheriff's Office, Cherokee County Fire and Emergency Services, and the Cherokee County Public Services Agency, will be better enabled by the Cherokee County System to protect the health, safety, and welfare of the Stakeholders; and

WHEREAS, the Cherokee County Board of Commissioners also desires to provide the cities of Cherokee County, the cities' public safety agencies, and the cities' public safety personnel with enhanced means to protect the health, safety, and welfare of the Stakeholders within each respective city; and

WHEREAS, the City is a municipality located within the County, the County and the City provide mutual assistance in emergency situations, and the broadest use possible of the Cherokee County System will greatly enable said mutual assistance; and

WHEREAS, to these public-safety-centered ends, the Cherokee County Board of Commissioners negotiated with Motorola Solutions for the Cherokee County System to include a

PremierOne Enterprise Site License that is defined to allow for limited and specific participation by the public safety agencies of the County's cities on the Cherokee County System; and

WHEREAS, said limited and specific participation of designated cities' public safety agencies as allowed by the PremierOne Enterprise Site License on the Cherokee County System provides for an unlimited number of PremierOne Mobile Dispatch Clients with Mapping for use by said public agencies of the cities; and

WHEREAS, said participation of designated of the cities' public safety agencies allowed by the PremierOne Enterprise Site License is solely and specifically limited to said PremierOne Mobile Dispatch Clients with Mapping; and

WHEREAS, said limited and specific participation regarding PremierOne Mobile Dispatch Clients with Mapping on the Cherokee County System is defined in the PremierOne Enterprise Site License to allow the participation of the City's public safety agency, the City of Canton Police Department (hereinafter, "Canton Police"); and

WHEREAS, it is also a paramount objective of the City to protect the health, safety, and welfare of the Stakeholders; and

WHEREAS, the City desires that Canton Police use the Cherokee County System in said limited and specific manner regarding PremierOne Mobile Dispatch Clients with Mapping pursuant to the terms and conditions of this Agreement; and

WHEREAS, the County and City are authorized to enter into this Agreement pursuant to the provisions of Article IX, Section III, Paragraph I of the Constitution of the State of Georgia; and

WHEREAS, this Agreement shall be considered an intergovernmental agreement in accordance with Article IX, Section III, Paragraph I of the Constitution of the State of Georgia.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the County and the City agree as follows:

I. Grant of Limited License

A. Description of Technology. The PremierOne Mobile Dispatch Client with Mapping software application that can be installed on City computers or tablets for use in the field. This Agreement permits Canton Police to install Motorola Solutions software on their mobile computers. Participation in the Agreement is not required for the County's public safety answering point to direct emergency calls to Canton Police; instead, the Agreement is intended to offer the City an optional enhanced level of service.

B. Participation. Pursuant to the PremierOne Enterprise Site License, the County grants to the City a revocable limited license (the "Limited License") for Canton Police to utilize an unlimited number of PremierOne Mobile Dispatch Clients with Mapping on the Cherokee County System, as is specifically allowed by the PremierOne Enterprise Site License and defined by Motorola Solutions.

C. No Property Interest of the Cherokee County System Control Conveyed. The Limited License does not grant to the City any property interest in or control over the Cherokee County System.

D. Limitation on Use of the Cherokee County System for Criminal Justice Information. Until the requirements of this section have been fully satisfied, the City shall not use the Cherokee County System to transmit or store any criminal justice information that has been directly or indirectly received from any state or federal agency or that is subject to regulation under state or federal law (hereinafter "CJI"). Upon execution of this Agreement, the City shall: [1] provide to the County the Canton Police CJI data security compliance procedures and requirements, including any requirements of the Criminal Justice Information Services ("CJIS") division of the Federal Bureau of Investigations; [2] to the extent permitted by law, modify Canton Police's procedures at the request of the County to ensure overall legal compliance in connection with using CJI on the Cherokee County System; [3] work with the County to set up the Cherokee County System so that CJI may be transmitted and stored in the Cherokee County System in compliance with applicable law (including CJIS regulatory requirements); and [4] pay for any vendor costs associated with such system modifications. The Parties acknowledge that state or federal laws and regulations may require the Parties to commit to additional contractual obligations in connection with storage and transmittal of CJI, and the Parties agree to enter into such contracts as may be required by state and federal law for this limited purpose, or if the Parties cannot agree on such contractual requirements, then any Party may terminate this Agreement with notice to the others. Once any necessary supplemental contracts are in place and the Cherokee County System is set up to handle the CJI data security compliance procedures and requirements of Canton Police, the County shall notify the City that CJI may be transmitted and stored on the Cherokee County System.

E. Additional Features and Products The Parties acknowledge that additional features and products may become commercially available for purchase and use on the Cherokee County System. If the City desires to add features or obtain supplemental licenses (such as a license to use handheld devices on the Cherokee County System), it shall notify the County and the Parties shall discuss the matter in good faith. The City will be solely responsible for all costs associated with any additional licenses required for the City's use of such features and products, and the City will be solely responsible for the configuration and security compliance of such features or products to the extent used by the City.

II. Obligations of the County

A. Core System Use and Access. The County agrees to allow the use of the PremierOne Mobile Dispatch Clients with Mapping by Canton Police as authorized and defined by the PremierOne Enterprise Site License and subject to the conditions of this Agreement. For this purpose, the County further agrees to provide remote access to the Cherokee County System to the mobile data terminal devices utilized by Canton Police. The County will also provide remote access to dedicated office terminal(s) maintained by the City, as required for reporting functionality. City users will be granted access to the Cherokee County System twenty-four (24) hours a day, seven (7) days a week. It is understood that access during these times may be disrupted due to scheduled maintenance or due to circumstances beyond the control of the County. While the County will use reasonable efforts to reduce the interruptions of access to the System, in no event will the City or any of its users hold the County responsible for any service disruption.

B. System Maintenance and Support. The County agrees to use good faith efforts to maintain and support the Cherokee County System; provided, however, that nothing in the Agreement will limit the County's discretion in modifying, updating, or operating the Cherokee County System.

C. Responsibility to Appoint Liaisons. The Cherokee County Public Services Agency will appoint a singular liaison (collectively "the County liaisons") to work with liaisons appointed by Canton Police (the "City liaison") on matters relating to the Cherokee County System. Each Party shall notify the others in the event of any change in the name or contact information for its appointed liaison(s). The Parties shall coordinate a mutually-acceptable division of responsibility among the liaisons to handle any issues or problems that may arise.

D. Change Management Responsibilities. The County liaisons will evaluate requests for changes to rights, procedures, and practices in the Cherokee County System received from their counterpart City liaisons and further evaluate the changes in a training environment. If any requested change is determined to negatively affect the County in terms of compliancy, process impediments, or work disruptions, the request for change will not be implemented into the production environment. (For purposes of this Agreement, "production environment" means standard live operations and "training environment" means a simulated situation that can be used for testing and training.) If the County liaisons agree to accept the proposed change, any configuration changes will be performed by the County staff who have the authority to make the necessary changes within the application, with support (as needed) from third-party vendors.

E. Access Assistance to the Cities. The County agrees to provide system support with regard to remote access. Said system support will only be available Monday to Friday, from 8:00 a.m. to 5:00 p.m., excluding County holidays and County closures. The City liaisons should contact the County liaisons with requests for support regarding remote access. The County liaisons will in turn

involve other required Cherokee County resources to provide the support, as appropriate.

F. Technical Assistance to the Cities. The County agrees to exert their best efforts to answer questions and share general knowledge to facilitate the use of the Cherokee County System by Canton Police. The County liaisons will be the City's technical assistance contacts. The County will retain sole access to Motorola's customer success team and, should a question need to be escalated to a more knowledgeable source, the County will escalate the question to the customer success team and transmit the response to the City. The training of the City's users is the ultimate responsibility of the City. Nevertheless, the County will exert their best efforts to provide knowledge and insights to help Canton Police enable the end-user training of staff.

G. Data Storage. The County agrees to act in good faith with respect to storage, backup, restoration and disaster recovery of data, but cannot guarantee the complete preservation and/or recovery of all data stored by or on behalf of the County.

H. Legal Compliance. The County agree to comply with all federal, state, and county statutory and regulatory mandates related to the operation of the Cherokee County System; provided, however, that the City shall be ultimately responsible for ensuring that CJI brought by the City into the Cherokee County System is in compliance with applicable law.

I. Notification. The County agrees to give timely written notification to the City of: **[1]** City violations, service interruption, and temporary removal of access to the Cherokee County System or other actions, including proposed revocation of the Limited License; **[2]** the County's intent to change the County System or vendor when the County's Board of Commissioners approves such change; **[3]** the County's intent to upgrade or enhance the mission critical functions related to the access granted by the Limited License to Canton Police.

III. Obligations of the City

A. Cherokee County System Limited License Fee. For the Limited License to use the Cherokee County System throughout the term of the Agreement, the City agrees to pay the County licensing fees as detailed on Schedule "B" ("Fee Schedule"), due and payable within thirty (30) days of the complete execution of the Agreement and annually thereafter by the same date of each applicable twelve-month period.

B. Prohibition of Sale, Assignment or Transfer. The City agrees to never sell, assign or otherwise transfer its Limited License, in whole or in part, to any other person or entity. Any attempted sale, assignment or transfer will make the Limited License automatically void.

C. Responsibility for Purchasing and Maintaining All Necessary Equipment. The City agrees that it shall be solely responsible for purchasing and maintaining all equipment necessary for

Canton Police to participate as additional users of the Cherokee County System pursuant to the Limited License, including mobile data terminal devices, with such equipment, meeting, when applicable, technical specifications required by Motorola Solutions. The City's Information Technology Department is responsible for installing the PremierOne Mobile Dispatch Client software.

D. Responsibility for Third-Party Licenses Required for Access to the County's Network and Required for Security Compliance. The City agrees that it shall be solely responsible for purchasing and maintaining all third-party licenses required for access to the County's network, which is necessary for participation on the Cherokee County System, in connection with utilization by Canton Police of the PremierOne Mobile Dispatch Clients with Mapping, and the City's office terminal(s) associated with reporting functionality. Said third-party licenses include, but might not be limited to, the following: Window User Client Access; Multi-Factor, and NetMotion. The City agrees that it is responsible for purchasing and maintaining all third-party licenses and other means necessary for security compliance as required by law, at its cost. As PremierOne information is stored locally on mobile terminal devices, said means may include, but are not limited to: enabling local encryption; multifactor authentication; and mobile device management tracking systems.

E. Responsibility for Complying with Software Security Requirements Imposed by the County.

1. The City agrees that City authorized personnel must utilize a secured virtual private network to gain remote access to the Cherokee County System. The City agrees to be bound by the County's security requirements, which are set forth in Schedule "A" (the "Security Requirements"). The City shall notify the County in writing the identity of the City's employees who are responsible for ensuring system security (hereinafter, the "City's Security Manager"). The City's Security Manager shall provide to the County in writing the number of Canton Police's vehicles and the number of corresponding users of the PremierOne Mobile Dispatch Clients and reporting terminal(s) needing remote access to the Cherokee County System. The City's Security Manager, working with the County's Chief Information Officer, will be responsible for ensuring the individual Canton Police users are complying with the County's Security Requirements. The City must immediately notify the County in the event of a change of the Security Manager. The City's Security Manager must notify the County within twenty- four (24) hours of a change in the employment status of any Canton Police user. The City's Security Manager must also notify the County within twenty-four (24) hours of the addition of any new Canton Police user. The County shall have the right from time to time to inspect, monitor and audit applicable equipment and records of the City to ensure compliance with the Security Requirements and the Agreement.

2. The Parties acknowledge that the City's users of the Cherokee County System will have

to utilize the County's network to participate on the System. The County reserves the right to restrict use of certain software while on that network. These restrictions include, without limitation, the following: The City's users shall install Windows updates when they are on the City's network as opposed to the County's. While on the County's network, the City shall not use any applications that exist outside of the County network; provided, however, that the County, solely at its discretion, based on security risk analysis and bandwidth consumption, may provide a network pass allowing the use of specific outside applications.

3. The City Agrees that any IPADS or other HANDHELD devices used to access county resources must be registered with the County's Mobile Device Management (MDM) solution and that all devices adhere to the County's PIN/Password and other security policies. Any loss of such registered device must be reported to appointed County and City liaisons.

F. Legal Compliance. The City agrees to comply with all federal, state, and county statutory and regulatory mandates related to its participation in the Cherokee County System. These include, without limitation, all CJI requirements imposed by regulatory agencies, including the Georgia Bureau of Investigation and the Criminal Justice Information Services (CJIS) division of the Federal Bureau of Investigations.

G. Responsibility for Complying with Vendor Software Security Requirements. The City agrees that it must comply with any software security requirements imposed by vendors enabling the Cherokee County System. The City is responsible for all costs of such compliance.

H. Data Storage Responsibilities.

1. Cloud Storage. The Parties acknowledge that the PremierOne Mobile Dispatch Clients does not involve cloud storage. If that changes in the future, then the following will be applicable. Cherokee County System involves cloud storage of some data, and the County purchases a cloud data storage service for this purpose. The City's use of the cloud storage will be subject to the terms and conditions of the contract between the County and storage provider. Additionally, the City shall comply with any restrictions imposed by the County on the use of this storage capacity. Until further notice from the County, the City shall limit file storage on the cloud to text documents (e.g. PDF/.doc), pictures (e.g., .jpg), and audio (e.g. .wav) files and may not store video files in this location. The City agrees that it will be responsible for the cost of cloud storage based on its usage compared to overall storage capacity. For example, if the City's data stored on the cloud as of the end of a given billing period makes up 15% of the total cloud storage space purchased by the County for the Cherokee County System, the City will be responsible for 15% of the cost for such space during that billing period. The County will invoice the City on a quarterly basis for such

costs, with the amount due to be paid by the City within thirty (30) days receipt of the invoice.

2. **On-Site Storage.** The Parties acknowledge the Cherokee County System stores some data on infrastructure owned and maintained locally by the County. The City shall comply with any restrictions imposed by the County on the use of this storage capacity. Until further notice from the County, the City shall limit file storage on the County's local infrastructure to information stored in the application saved on the database.

I. Responsibility to Appoint Liaisons. The City agrees that Canton Police must each appoint a singular liaison for their respective departments to work with the County liaisons.

J. Change Management Responsibilities. The City agrees that the City liaisons will submit any requests for changes of rights, procedures, and practices in the Cherokee County System in writing to the County liaisons. The request will specifically outline the requested change, its anticipated result, any anticipated benefits, any risks, and any anticipated adverse impact. The County liaisons will evaluate the request for change and evaluate the proposed change in a training environment. If any requested change is determined to negatively affect the County in terms of compliancy, process impediments, or work disruptions, the request for change will not be implemented into the production environment. If the County liaisons agree to accept the proposed change, any additional costs charged by Motorola Solutions or another vendor to assist in implementing the change will be the responsibility of the City.

K. Responsibility to Share Views. The City agrees that views of applicable Computer Aided Dispatch modules will be shared with the County. Notwithstanding the foregoing, all City information will be accessible to the designated County staff responsible for administering the Cherokee County System, and may be accessed by such staff for the limited purposes of supporting the functioning of the System.

L. Reporting Responsibilities. The City agrees that Canton Police will be responsible for generating and performing its own queries from the PremierOne reporting data warehouse. The City agrees that Canton Police will not have access to the PremierOne transactional server.

M. Crime Reporting Responsibilities. The City agrees that Canton Police will be responsible for submissions and corrections of crime reporting statistics.

N. Training of Personnel. The City agrees that it is ultimately responsible for the training of the Canton Police users of the PremierOne Mobile Dispatch Clients with Mapping.

O. Use Restrictions. The City agrees to restrict its use of the Cherokee County System to legitimate business-related purposes of Canton Police. The Cherokee County System shall not be used to conduct personal or unrelated business.

P. Infrastructure Capacity. The City acknowledges that the County has a finite amount of communications infrastructure (network bandwidth, storage, etc.) to support the data needs of the various devices that will be using the Cherokee County System. The City shall cooperate with the County to implement any steps and procedures that the County in its discretion determines are appropriate to avoid overburdening this infrastructure. For example, and without limitation, because map updating is a data-intensive process the County shall have discretion in limiting the frequency of system “pushes” of map update data to clients. If the City requests additional special infrastructure to be added to the County’s baseline capacity for the Cherokee County System, and such request is approved by the County, the City shall be fully responsible for the cost of upgrading the infrastructure as requested.

Q. Responsibility for Complying with PremierOne Enterprise Site License. The City shall not take any action or omit to take any action that would violate or cause the County to violate the PremierOne Enterprise Site License.

R. Indemnity. The City shall be responsible for any violation of law or other wrongdoing by the City or its personnel in connection with use of the Cherokee County System. To the maximum extent permitted by the law, the City shall indemnify the County and their officers and employees from any harm, damages, cost or liability arising from such wrongful use.

IV. General Provisions of this Agreement

A. Term and Termination for Convenience. This Agreement shall be deemed to take effect on _____, 2024(the “Effective Date”) and run until the earlier of: **[1]** termination or expiration without renewal of the County’s PremierOne Enterprise Site License; **[2]** ten years from the Effective Date or **[3]** the earlier termination of this Agreement as authorized herein. Certain requirements that logically should survive expiration or termination of the Agreement shall survive. The Agreement may be terminated for convenience by any Party when that Party gives notice in writing to the other Parties at least one hundred and eighty (180) days prior to the date of its withdrawal from the Agreement.

B. Breach of the Agreement. The failure by any Party to perform its obligations under the terms and conditions of the Agreement shall be deemed a breach of the Agreement and shall entitle the other Parties to either: **[1]** declare in writing a breach requiring the breaching Party to cure the breach within thirty (30) days of the declaration or **[2]** in the event of serious breach involving violation of law or material impact to the aggrieved Party, immediately terminate the Agreement. In addition, in the event of a failure of the City or of any Canton Police users of the Cherokee County System pursuant to the Limited License to comply with any of the Security Requirements of the Agreement, the County may immediately terminate the access to the system of Canton Police and/or of any particular City user.

C. Obligations Upon Termination or Expiration. In the event of termination or expiration of the Agreement, the City shall immediately return or delete (as appropriate) all data, software and hardware provided by the County for utilization pursuant to the Limited License and comply with any other steps reasonably necessary to fully remove the City from the Cherokee County System. The City also agrees to comply with the handling and disposal of confidential information in conjunction with the requirements imposed by law, including CJIS. Upon termination or expiration of the Agreement, the City shall have 30 days in which to request that the County return all City data in the possession or control of the County (including data on County equipment or stored in a cloud environment controlled by the County). The format of such data for return purposes shall be in the discretion of the County and/or its vendor. Upon termination or expiration of the Agreement, the City shall be responsible for any vendor costs of deletion of the City's data from County storage, to the extent such deletion is required by law or by the City's CJI data policies. If the City requests the copying and return of such data, the City shall pay any additional charges assessed by the County's vendor for that purpose.

D. No Joint Venture. The Parties agree that nothing contained within this Agreement can be or should be construed as creating a joint venture or partnership between the County and the City.

E. Governing Law, Disputes and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any disputes or issues arise in connection with this Agreement which cannot be resolved amicably, then any Party shall have the right to request the other Parties participate in non-binding mediation. The mediator shall be mutually agreed upon, and the costs of the mediator shall be shared equally between the Parties. In the event there is no request for mediation or mediation efforts fail, then any dispute or issues shall be resolved through litigation. In the event mediation is unsuccessful or deemed futile, the County and the City shall be entitled to pursue all available remedies at law or equity; provided that any action or suit related to this Agreement shall be brought in the Superior Court of the Blue Ridge Circuit of Georgia, and the Parties hereby submit to the jurisdiction and venue of such court. Accordingly, the prevailing Party shall be entitled to recover attorney's fees, court costs and other expenses in addition to damages or other judgment rendered.

F. Entire Agreement. This Agreement contains the entire agreement of the Parties and supersedes all prior communications or agreements, whether oral, written, or understood, regarding the subject of this Agreement.

G. Amendment. This Agreement may be modified or amended only pursuant to the mutual agreement of the Parties and in writing properly executed by the Parties.

H. Severability. If any portion of this Agreement shall be held to be invalid, illegal, void or

otherwise unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable but that, by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

I. Force Majeure. None of the Parties shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: **[1]** any cause beyond their respective reasonable control; **[2]** any act of God; **[3]** any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; **[4]** earthquake, fire, explosion or flood; **[5]** strike or labor dispute; **[6]** delay or failure to act by any governmental or military authority; or **[7]** any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

J. Records. Each Party shall maintain records relating to matters covered by this Agreement as required by Georgia law. Such records shall be maintained for a period of three years following the end of the term of this Agreement.

K. Counterparts. This Agreement may be executed in multiple counterparts, and each counterpart shall be considered an original.

L. Notice - All notices required by the provisions of this Agreement to be secured from or given by any of the Parties hereto to the others shall be in writing and shall be delivered either by: **[1]** hand delivery to the recipient Party at such Party's address; or **[2]** the United States Certified Mail – Return Receipt Requested, postage prepaid, and addressed to the recipient Party at such Party's address; or **[3]** national overnight commercial carrier to the other Parties at the addresses given below, or at a substitute address previously furnished to the Party by written notice in accordance herewith:

To County:

County Manager
1130 Bluffs Parkway
Canton, GA 30114

To Public Services Agency:

CAD Manager
150 Chattin Dr.
Canton, GA 30114

To City:

City Manager
110 Academy St.
Canton, GA 30114

The date of service of such notice shall be deemed to be either the day upon which such notice is hand delivered, the third day after the postmark date when sent by certified mail or the day when

delivered by national overnight commercial carrier. The Parties hereto agree that, even though notices shall be addressed to the attention of a particular person, title, or entity as forth in this Agreement, it shall be a valid and perfected delivery of notice even though the said named person or the person holding said title or named entity is not the person, title or entity who accepts or receives delivery of the said notice, but is the lawful successor person, title or entity of the named person, title or entity. Any notice, hand delivered or so mailed, the text of which is reasonably calculated to apprise the recipient Party of the substance thereof and the circumstances involved, shall be deemed sufficient notice under this Agreement. Any Party hereto may from time to time, by notice to the others, designate a different person or title, or both if applicable, or address to which notices to said Party shall be given.

M. Authority. Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents to the other Parties that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or board in accordance with all applicable laws and spread upon the minutes thereof. The Parties hereto agree that this Agreement is an intergovernmental contract, and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

[SIGNATURES ON THE FOLLOWING PAGE]

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.

APPROVED by the Cherokee County Board of Commissioners
this ____ day of _____, 2024.

Signed On Behalf of Cherokee County, Georgia:

By: _____
HARRY B. JOHNSTON, Chairman Date _____

Attest: _____
CHRISTY BLACK, County Clerk Date _____

APPROVED by the City Council of Canton
this ____ day of _____, 2024.

Signed On Behalf of City of Canton, Georgia:

By: _____
BILL GRANT, Mayor Date _____

Attest: _____
ANNIE FORTNER, City Clerk Date _____

SCHEDULE “A” SECURITY REQUIREMENTS

This Schedule contains the requirements and obligations of the City and of the City’s staff using the Cherokee County System (“System Users”) to safeguard the County’s network and data.

1. Device Security

- a. The City’s mobile devices must include reasonable hardware, software, and procedural security control measures, acceptable to the County, designed to prevent the following:
 - i. Unauthorized access and attempts to disrupt services;
 - ii. Unauthorized changes to software and hardware components; and
 - iii. Propagation and execution of harmful code, including but not limited to computer viruses/worms and malware.
- b. The City must have operational procedures and or tools installed in operation the following security controls on their mobile devices:
 - i. Controls in place to protect/secure devices from loss and theft; if such occurrence occurs, notification to the County to deactivate account must be made within twenty-four (24) hours.
 - ii. Password protected screen lock that is automatically activated by a period of inactivity of no more than fifteen (15) minutes;
 - iii. System firewall and Endpoint Detection and Response (EDR) software, acceptable to the County.
 - iv. Ensure all operating systems, hardware, and applications are up to date with security patches (to be performed monthly while disconnected from County network).
 - v. Conduct security audits and risk assessments on a monthly basis with remediation completed on identified vulnerabilities.
 - vi. Any other security requirements to combat changes in threat landscape as dictated through cyber security insurance mandates.
- c. The PremierOne Mobile program does transmit and cache locally to Windows devices CJIS and HIPAA information. The City’s mobile devices will be required to adhere to additional security requirements for the protection of that information.

2. User Security

- a. The City shall make its authorized System User’s aware of their internal written security policies and the obligations of this Agreement.
- b. The City agrees that it will at all times comply with, and will ensure that all System Users will comply with all rules or directions made or given by the County to ensure System security including the following:
 - i. Individually, unique System User and device accounts will be created.
 - ii. System User accounts will require strong password authentication, including multifactor authentication.

- iii. Each System User will not disclose any passwords needed to access the System, nor transfer any security hardware or software needed to access the System to any person or organization without the prior written approval of the County.
- iv. Each System User will not record nor share the passwords necessary to access the System or allow unauthorized individuals to use them.
- v. Each City System User will be required to change their password every ninety (90) days following the guidelines specified by the County.
- c. Notification will be provided to the County within twenty-four (24) hours of change in employment status of any System User.

3. Breaches of Security

- a. In the event a breach is suspected, including but not limited to the loss of a mobile device, the City shall take corrective action to identify and notify the County immediately of such breach identifying the steps being taken to prevent a recurrence.
- b. Should any actions of the City or a City System User cause/create a breach of the System, City shall agree to be responsible for any and all reasonable costs incurred by the County to remedy such breach.
- c. The City understands that the County may carry out inspections or investigations necessary to ensure the adequate protection of information. If a deficiency is discovered, the City must promptly take steps to correct such deficiency as acceptable by the County.

**SCHEDULE “B”
FEE SCHEDULE**

License Description	Unit Price, Year 1*
Public Safety Secured Virtual Private Network Renewal	\$ 86.98
Multi-Factor Authentication Renewal	\$ 82.11
Client Access Licenses (CALs) to Windows Server(s)	\$ 19.00

* Unit prices may increase annually, up to 10% per year as charged by supplier.