

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF POWDER SPRINGS, GEORGIA AND THE CITY OF SMYRNA, GEORGIA FOR THE PURPOSE OF DATA ENTRY INTO THE GEORGIA CRIMINAL JUSTICE INFORMATION SYSTEM (CJIS)

THIS INTERGOVERNMENTAL AGREEMENT is entered into this _____ day of May, 2016, by and between the City of Powder Springs, Georgia (“Powder Springs”) and the City of Smyrna, Georgia (“Smyrna”).

WHEREAS, Smyrna, through its E-911 Center, operates a 365/7/24 staffed center which constantly monitors and makes entries into the Georgia Criminal Justice Information System (CJIS); and

Whereas, Powder Springs desires to have Smyrna to monitor and make entries into the Georgia CJIS on their behalf; and

WHEREAS, Smyrna is willing to monitor and make entries into the Georgia CJIS pursuant to the rules, regulations, and laws governing such entries 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 Powder Springs 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:

1. Purpose. Powder Springs and Smyrna agree to enter into this agreement regarding services related to the monitoring and handling of data entry into the Georgia Criminal Justice Information system (CJIS). Powder Springs will transfer these duties from the Cobb County Sheriff’s Office to Smyrna in an effort to better focus their resources on the delivery of law enforcement services. Smyrna has agreed, consistent with this document, to undertake these administrative duties as outlined in this agreement.
2. Agreement. Smyrna will assume responsibility for all data entry into the Georgia Criminal Justice Information System (CJIS), maintained by the Georgia Criminal Information System (GCIC), on behalf of Powder Springs. The parties acknowledge that the ultimate responsibility for the validity of the data entry rests with Powder Springs. Smyrna agrees to provide GCIC trained and certified staff twenty-four (24) hours per day.
3. Period of Performance. This agreement shall be in effect from **June 29, 2016** through **June 30, 2017** or until terminated as hereinafter provided. This Agreement shall thereafter automatically renew for up to (4) successive on-year terms commencing on July 1 and terminating on June 30, unless terminated as hereafter provided. Either party may terminate this Agreement by giving the other party written notice at least **ninety (90) days** prior to the effective date of termination of the agreement or the end of the initial term, or the end of any renewal term, as the case may be, advising that it no longer wishes to continue this agreement in effect. Should conditions of an unusual nature occur making it impractical to continue monitoring or entering CJIS information, Smyrna may suspend this

Agreement by giving written notice to Powder Springs. Such notice will be provided to the Chief of Police of Powder Springs by the Chief of Police of Smyrna **sixty (60) days** in advance of the effective date of the formal termination, and at least **thirty (30) days** in advance of a suspension of this Agreement.

4. CJIS Entry. Initial transfer of responsibilities will include the physical conveyance of all original existing municipal warrants and HOT files to Smyrna. These records will remain the property of Powder Springs and Smyrna will maintain them in a fiduciary capacity. Smyrna will assume responsibility for the clerical function of CJIS data entry and record update related to warrants and incident reports as these records are provided to Smyrna. The data entry Smyrna performs is completely dependent on the delivery of timely data from Powder Springs. In order to maintain statistical integrity and provide the ability for Powder Springs to easily reassume some or all of these responsibilities should they choose to do so, all record entries will be made using the Powder Springs Georgia Crime Information Center (GCIC) agency identifier (**ORI-GA0330800**). To facilitate the assigned responsibilities, communications from GCIC for Powder Springs related to CJIS files and transactions will be electronically forwarded to Smyrna through the GCIC network. Once commenced, all CJIS correspondence will be routed to Smyrna and remain continually in effect (24/7/365). While Smyrna will adhere to applicable GCIC rules pertaining to "HIT" responses, the notification information will be communicated to designated Powder Springs' personnel for the ultimate decision and course of action regarding the hit response. Existing Powder Springs' electronic CJIS files will remain in the system. All newly issued original warrants will be hand-delivered by Powder Springs to the Smyrna E-911 Center for CJIS entry. New incident reports and updates will be sent to the Smyrna E-911 Center via electronic communication for entry. A specific address/facsimile number will be designated for this purpose. The files will be maintained in a designated area specifically established for Powder Springs' warrants and CJIS case files. While validations will be performed by Smyrna, as mandated by GCIC rules and established schedule, Powder Springs will be solely responsible for retrieving any required files not maintained by Smyrna for GCIC audit purposes.
5. Consideration. Powder Springs agrees to pay Smyrna \$3750 (three thousand, seven hundred, and fifty dollars) each month for the first year and the first subsequent yearly renewal of this agreement. Upon the second renewal of this agreement, the amount paid to Smyrna will adjust to \$4167 (four thousand, one hundred, and sixty seven dollars) per month for the remainder of the renewals. Both parties reserve the right to renegotiate the terms and/or amount due as stated in this agreement by providing **sixty (60) days'** written notice to the other of their intent to renegotiate.

Payment under this agreement will be due on the **thirtieth (30th) calendar day** of each month covered by this agreement commencing on the first month of services provided by Smyrna. If the due date falls on a non-working day, then the payment due date will be the next working day. The date of payment received by Smyrna shall be considered to be the date payment is made.

6. Modification/Disputes. Either party may initiate a request for modification to this Agreement in writing. All modifications will be written and approved by the governing bodies of the parties.

Disputes, questions or concerns pertaining to this Agreement will be resolved by the Chiefs of Police of the cities, and failing that, by the Powder Springs City Manager and the Smyrna City Manager.

7. Indemnification. Each party shall defend, indemnify and hold harmless the other, its officials, officers, employees and agents from any and all injuries, claims, damages, liabilities, costs and expenses caused by, relating to or based upon the data entry into CJIS on behalf of Powder Springs, for claims arising out of an allegation of negligence or other wrong doing by the other party. Nothing in this paragraph shall be construed as a waiver of Powder springs or Smyrna's sovereign immunity or any individual's qualified good faith immunity, and this Agreement shall not be construed to create rights in any third party.
8. Independent Contractor Status. Nothing contained in the Agreement shall be deemed to create any relationship other than that of an independent contractor between Powder Springs and Smyrna. Under no circumstances shall any Smyrna official or employee be deemed to be an employee of Powder springs for any purpose. Under no circumstances shall any Powder Springs official or employee be deemed an employee of Smyrna for any purpose.
9. Miscellaneous. This agreement constitutes the entire Agreement between the parties, and supersedes any prior discussions. This Agreement can only be modified in writing by both parties. This Agreement is not assignable. This Agreement shall be construed in accordance with the laws of the state of Georgia.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF SMYRNA

By:

Title:

APPROVED AS TO FORM:

City Attorney

CITY OF POWDER SPRINGS

By:

Title:

APPROVED AS TO FORM:

City Attorney