

STATE OF GEORGIA

COUNTY OF FULTON

INTERGOVERNMENTAL AGREEMENT
between,
HALL COUNTY, GEORGIA
and the
GEORGIA DEPARTMENT OF PUBLIC SAFETY
for
USE OF CERTAIN CHANNELS AND/OR TALK GROUPS

This Intergovernmental Agreement ("Agreement") is made between Hall County, Georgia ("Agency"), and the Georgia Department of Public Safety ("DPS"), on the _____ day of _____, 2025. The Agency and DPS are each referred to as "Party", or, collectively, as "the Parties".

1. PURPOSE

This Agreement provides the framework for the Parties to share certain Party-designated radio frequencies, channels, talk groups, and mutual aid frequencies (referred to collectively as "Channels") that are granted to them by the Federal Communications Commission (referred to as "FCC"). The Channels are provided by each Party to the other at no cost and for the sole purpose of sharing law enforcement communications to enhance public safety in the State of Georgia.

2. RESPONSIBILITIES OF THE PARTIES

For the shared communications, each Party agrees to only utilize designated Channels specifically agreed upon by the Parties.

The Parties agree to use good faith efforts to limit the use of the Channels to matters involving law enforcement purposes, and to assist each other to identify and eliminate inappropriate use. Such purposes include emergency events being worked by the Parties, planned events, and good faith, mutual aid.

The Parties agree to assist each other with any necessary training for access, use, and proper operations of each other's Channels.

The Parties agree to abide by all rules and regulations of the Federal Communications Commission, as well as any other federal, state, or local laws, and the Parties' consistent policies and procedures.

3. ACCESS TO MUTUAL AID FREQUENCIES

The Parties agree that DPS will have access to the Channel(s) designated by Paragraph 9.

The Parties agree that, if the Agency has access to the State LTE Network, the Agency's designated sworn members, communications operators, and radio technicians will have access to the local GSP Post LTE talk group that is primary for DPS patrols of the Agency's community.

4. TERM AND TERMINATION / INTERFERENCE

This Agreement becomes operational upon signatures of authorized representatives of both Parties and may be terminated by either Party at any time and for any reason with (14) fourteen days' notice to the other.

The Parties agree to cease transmission on permitted channels in the event of harmful radio interference on either Party's radio system. The Parties shall use good faith efforts to resolve any such harmful radio interference for any further use.

Use of Channels other than those designated by the Parties shall be considered a violation of this Agreement and may result in an automatic termination at the discretion of the Party whose system has been violated.

5. CHANNEL AUTHORIZATIONS

The Parties agree that DPS is authorized to program the Channels to DPS communication devices of DPS sworn law enforcement officers and communications operators.

The Parties agree that DPS is authorized to establish a communications patch or bridge ("Patch") for connecting and simulcasting designated Channels to the Statewide LTE radio network. Access to the Patch will be provided to DPS sworn members and Department of Natural Resources Game Wardens and may be provided to DPS radio technicians or its contracted radio technicians for the purpose of radio maintenance only.

6. LIABILITY

This Agreement does not establish liability against the Parties for death, personal injury, or property damage of a non-Party or by any individual in the course of performing this Agreement.

7. MODIFICATION

This Agreement may be modified at any time with the mutual consent of the Parties, by a writing setting forth the amendment, and effective only with signature of the DPS Commissioner or his designee and the County Administrator or his/her designee.

8. NOTIFICATIONS

Notices required by this Agreement shall be by hand delivery, or by registered or Certified Mail, return receipt requested, and provided to the receiving Party at the address set forth below.

GEORGIA DEPARTMENT OF PUBLIC SAFETY:

Lt. Derrell Thigpen
Director of Communications
Post Office Box 1456
Atlanta, GA 30371-1456
dthigpen@gsp.net
404-670-7929

County Administrator
Hall County Government
2859 Browns Bridge Rd
Gainesville, GA 30504

9. CONVENTIONAL/ANALOG SYSTEM

Channel Name	System type	Tx	Tone	Rx	Tone

TRUNKED SYSTEM

TRUNKED SYSTEM NAME: HALL COUNTY P25 800MHZ RADIO SYSTEM

SYSTEM ID/WACN: 01DE

ALPHA TAG (CHANNEL NAME)	Talkgroup Identification Number (DEC/HEX)	DESCRIPTION	Donor Radio Alias
HALL SO NORTH			
HALL SO SOUTH			
HALL SO CENTRAL			
HALL EVENT 4			
GAINESVILLE PD			

IN WITNESS WHEREOF, the Georgia Department of Public Safety and the Agency have executed this Intergovernmental Agreement which shall be effective as of the date first above written.


FOR THE GEORGIA DEPARTMENT OF PUBLIC SAFETY:

Colonel W. W. Hitchens, III
Commissioner

For HALL COUNTY:

Name: _____

Title: _____

APPROVED AS TO FORM

William J. Linkous III, County Attorney

APPROVED AS TO FORM

William J. Lukens III, County Attorney