

STATE OF GEORGIA

COUNTY OF HALL/BARROW

INTERGOVERNMENTAL AGREEMENT
BETWEEN HALL COUNTY, GEORGIA
AND BARROW COUNTY, GEORGIA
REGARDING THE HALL REGIONAL RADIO SYSTEM

This Intergovernmental Agreement (hereinafter referred to as the "Agreement") is made on this _____ day of _____, 2025 (the "Effective Date") by and between Hall County, Georgia and Barrow County, Georgia (hereinafter sometimes referred to individually as the "Party" or collectively as the "Parties") regarding inclusion of Barrow County in the Hall Regional Radio System.

WITNESSETH:

WHEREAS, the Parties to this Agreement are governmental entities; and

WHEREAS, Article IX, Section III, Paragraph I of the Constitution of the State of Georgia authorizes and empowers the Parties to cooperate with each other and to that end enter into intergovernmental agreements with each other for up to fifty (50) years for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; and

WHEREAS, Hall County has acquired the "SmartZone Controller" (defined as a technological system used to process commands, call processing, and mobility management functions for the radio communications system and trunking call processing for system operations and known as the "core") and is capable of directly interfacing with Federal, State, and local governments, including Barrow County; and

WHEREAS, Barrow County is purchasing, designing, implementing and deploying a simulcast subsystem with technology that can interface directly with the SmartZone Controller acquired by Hall County; and

WHEREAS, it is advisable for the Parties to form a collaborative team to sustain a secure real-time interoperable communications network with the goal of achieving increased public safety through direct seamless communication; and

WHEREAS, the Parties agree to pursue grant funds jointly and separately to enhance interoperable radio communication between multiple jurisdictions through Georgia Emergency Management Agency (GEMA), the Department of Homeland Security (DHS) and other grant mechanisms; and

WHEREAS, Hall County has already entered into an intergovernmental agreement with Jackson County, Georgia, effective September 20, 2021, by which the HALL REGIONAL RADIO SYSTEM was created for the purpose of establishing a real-time interoperable communications network between governmental entities to enhance public safety;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises and undertakings contained herein, the Parties hereto do hereby agree and consent to the following:

I. PARTICIPATION OF BARROW COUNTY IN THE HALL REGIONAL RADIO SYSTEM

The Parties agree that Barrow County shall participate as a member of the HALL REGIONAL RADIO SYSTEM, a collaborative team created for the purposes set out in this Agreement and any other purposes related thereto. The HALL REGIONAL RADIO SYSTEM is and shall be managed by a committee as set forth below. The Parties further agree that each will act in accordance with the purposes of this Agreement as detailed below.

A. Purpose and Intent. The HALL REGIONAL RADIO SYSTEM has been created for the following purposes:

1. To establish interoperable communications among the first responder providers both within and between their designated geographic areas;
2. To plan for future real-time interoperable communication needs to enhance public safety;
3. To share in the costs of establishing and managing an effective interoperable communications system; and
4. To expand scope of voice and data communications in the region so that in the future surrounding counties may become a part of a larger interoperable communications network.

B. Terms for Sharing Costs. The Parties agree to share in the costs of the SmartZone Controller under the following terms:

1. The Parties agree to share in the costs of the SmartZone Controller, and each Party shall pay its respective proportion of the Annual Maintenance Expenses associated with the SmartZone Controller. For the purposes of this Agreement, "Annual Maintenance Expenses" shall be defined as the annual cost associated with the maintenance of infrastructure equipment shared by the Parties, including 3rd party and/or inhouse professional maintenance, Motorola monitoring, advanced replacement and repair of faulty components, 24/7 technical support, and any other expense associated with equipment shared by the Parties under this Agreement and billed to Hall County by Motorola and participating vendors.
2. Each party shall be responsible for its proportion of the Annual Maintenance Expenses of the SmartZone Controller, at a prorated basis following a Party's

connection of one or more mobile or portable radios to the SmartZone Controller. Hall County shall pay all costs associated with the SmartZone Controller prior to the commencement of a Party's cost share obligation.

3. Each Party's proportional share of the Annual Maintenance Expenses shall equal the total Annual Maintenance Expenses divided by the number of Parties to this Agreement and any other governmental entities that are members of the HALL REGIONAL RADIO SYSTEM. The total amount of the fees incurred shall be provided by invoice(s) from the company or companies that provide the services associated with the SmartZone Controller (hereinafter the "Providers"). Hall County shall pay directly to the Providers the full amount of fees incurred from the SmartZone Controller and associated services. Each Party's proportion of the Annual Maintenance Expenses of the SmartZone Controller shall be determined in January of each year by the Hall Regional Radio System Manager and communicated by the representative to the other Parties in writing by January 31 of each year, accompanied by an invoice to be paid within thirty (30) days and a copy of the invoice(s) from the Providers.
 4. Each Party agrees to participate in the replacement or future capital costs of the SmartZone Controller. The Hall Regional Radio System Manager will track and provide each Party with estimated upgrade information and a timeline for shared equipment.
 5. Motorola shall be responsible for the task of switching over radios currently maintained by Barrow County to the HALL REGIONAL RADIO SYSTEM as outlined in Barrow County's contract with Motorola and attached to this Agreement. See Exhibit A.
- C. Infrastructure Responsibility. Each Party shall be responsible for the design, implementation, testing and maintenance of its own infrastructure including electronics, tower sites and auxiliary equipment. Equipment shall be installed and maintained to industry standards and vendor recommendations. To maintain system integrity, all equipment, both infrastructure and subscribers, shall meet industry and vendor standards and shall be reviewed by the Executive Committee or their designees as identified below.
- D. Cybersecurity. Each Party (or Barrow County) is responsible for having and maintaining an advanced, state-of-the-art cybersecurity system that shall be a Managed Detection and Response (MDR) platform for the purpose of monitoring and protecting from cybersecurity threats all equipment, systems, and data in use with the HALL REGIONAL RADIO SYSTEM.
- E. Legal Compliance. Each Party shall be responsible for systems that comply with Federal, State and local regulations including, but not limited to, maintaining FCC licensing of its equipment, implementing sites that meet FAA requirements, and utilizing the most recent APCO, NFPA, National Electric Code and other applicable standards.

- F. Upgrades. System upgrade schedules shall be implemented at the sole discretion of the Hall County Radio System Manager. The Parties or their designees agree to work in good faith with Hall County to determine a practical and reasonable time for upgrades to occur.
- G. Interoperable Communications. To ensure that both jurisdictions have the ability to communicate seamlessly with each other and to provide for interoperable communications during significant events, disasters, or planned events, both Parties agree to the following:
1. Each Party shall create a zone in all subscriber units and dispatch consoles that contain appropriate jurisdictional talk groups that may be utilized as needed for the purpose of efficient communications during inter-agency operations.
 2. Each Party shall create a zone in all subscriber units and dispatch consoles that contain pre-established interoperable talk groups.
 3. The use of the above-mentioned talk groups will be considered as "Wide Area Roaming" talk groups. In the event there is an unacceptable number of System Busies, either Party may request that the other Party meet and evaluate the shared Wide Area Talk Groups in an attempt to resolve the System Busies issue.
- H. Creation of Committees and Mutual Responsibilities. The Parties agree to create and participate in a committee designated to managing the SmartZone Controller and the terms of this Agreement, assigning sufficient and knowledgeable personnel to carry out the goals and specific projects of the HALL REGIONAL RADIO SYSTEM, and to carry out any other related objectives and goals associated with achieving interoperable communications for public safety purposes among various agencies. To facilitate the goals of this provision, the Parties agree to the following:
1. The Directors of EMA and 911 of the governing bodies of Hall County and Barrow County shall be members of the executive committee. The Chairperson of the Executive Committee shall be a representative of Hall County.
 2. The Executive Committee shall meet when necessary to discuss issues relative to the goals of the HALL REGIONAL RADIO SYSTEM, organize themselves as they deem necessary, and do whatever else in the interest of achieving the goals of the HALL REGIONAL RADIO SYSTEM.
 3. The Members of the Executive Committee shall:
 - a. Create ad hoc committees as needed, such as technical and operational committees.

- b. Work together to execute vendor contracts, implement communications technologies, and improve public safety operations for their citizens, and all such contracts shall be subject to the approval of the Executive Committee and the governing bodies of each of the member counties, as appropriate;
- c. Plan for future communication needs of the members of the HALL REGIONAL RADIO SYSTEM and any future members;
- d. Meet with the frequency necessary, and organize themselves as they deem necessary to perform these tasks and to advise the Executive Committee members on current issues regarding the matters referenced herein;
- e. Cooperate in the day-to-day issues of implementing the various contracts negotiated and entered hereunder and upgrading and testing the communication equipment purchased and used by their governmental units; and do anything else necessary or advisable to carry out the objectives and goals associated with achieving interoperable communications among various agencies; and
- f. Establish any function that deals with the operation of the system.

II. TERM

This Agreement shall commence on the effective date set forth herein and shall continue for a term of twenty (20) years. This Agreement may be renewed for up to four (4) additional five (5) year terms by agreement of the governing bodies of each Party.

III. NOTICE

All notices and written requests required herein shall be deemed validly given if sent via U.S. Mail, certified mail, or overnight delivery, return receipt requested, addressed to the governing body of each Party. A mailed or electronic copy shall also be provided to the County Attorney for each Party. All notices shall be effective when received. The addresses for each Party are as follows:

**Hall County, Georgia
Attn: Hall County Administrator
Hall County Government Center
2875 Browns Bridge Road
Gainesville, Georgia 30504**

**Barrow County, Georgia
Attn: Barrow County Manager
Barrow County Historic Courthouse
30 North Broad Street
Winder, Georgia 30680**

IV. EXECUTION OF THIS AGREEMENT

Each Party to this Agreement shall sign two (2) signature pages in blue ink.

V. ANNUAL MAINTENANCE ON SHARED EQUIPMENT

Hall County agrees to provide annual maintenance on shared equipment under its Motorola contract.

VI. TERMINATION

Either Party may terminate this Agreement for breach if, after giving ninety (90) days prior written notice of the nature and extent of the breach to the breaching Party, the breaching Party fails to cure its own material breach or default under this Agreement. If the alleged breach is not cured within the ninety (90) day notice period, then the non-breaching party may serve a subsequent written notice of termination of the Agreement, and the Agreement will automatically terminate as of the date of the receipt of the subsequent (second) notice. In the event of notice of a breach, the Parties shall continue to perform their duties and obligations under this Agreement during the applicable notice period in the manner prescribed herein. In the event of a breach, the Parties shall have all rights and remedies provided by law. This Agreement may also be terminated on a specific date if mutually agreed upon by both Parties.

VII. NO THIRD-PARTY BENEFICIARIES

This Agreement is for the benefit of the Parties hereto only and is not intended to benefit any third party or to give rise to any duties to or causes of action for any third party.

VIII. GOVERNING LAW

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Georgia.

IX. SUCCESSORS AND ASSIGNS

No Party shall assign, sublet or transfer its interest in this Agreement without the written consent of the other Parties hereto. Nothing herein shall be construed as creating any personal liability on the part of any officer or employees or members of the governing body, agents or officials of any Party.

X. ENTIRE AGREEMENT

This Agreement and any attached exhibits constitute the entire Agreement between the Parties hereto as to all matters contained herein. No representation, oral or written, not set forth

and incorporated herein shall be binding upon the Parties hereto. All subsequent changes to this Agreement must be signed by all Parties.

XI. AMENDMENTS

This Agreement shall not be amended or changed except by written instrument signed by both Parties.

XII STRICT PERFORMANCE

The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement shall not constitute a waiver thereof.

XIII IMMUNITIES

No provision of this Agreement is intended, nor shall it be construed, to in any way waive any immunities, protections, or defenses to liability provided to either of the Parties hereto by the laws of the State of Georgia or by federal law.

XIV SEVERABILITY

In the event any section of this Agreement is declared and adjudged invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions of this Agreement.

XV AUTHORIZATION

The Parties hereto specifically represent and certify that they have the power and authority under law to enter into this Agreement, and that the signatories below are authorized to sign this Agreement on behalf of each party hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in two counterparts, each to be considered as an original, by its authorized representatives who have set their hands and affixed their seals on the day and date hereinabove written.

[Signatures on following page.]

HALL COUNTY, GEORGIA

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

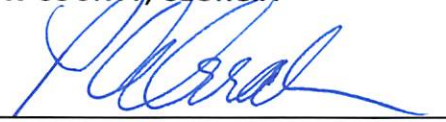
ATTEST:

_____(SEAL)
Jennifer Rivera, County Clerk
Hall County, Georgia

APPROVED AS TO FORM:

Justin R. Lawhon, County Attorney
Hall County, Georgia

BARROW COUNTY, GEORGIA

By: 
Pat Graham, Chairman
Barrow County Board of Commissioners

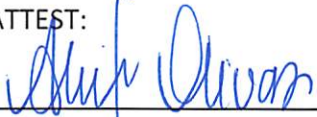
ATTEST: 
_____(SEAL)
Abril Olivas, County Clerk
Barrow County, Georgia



Exhibit A