

STATE OF GEORGIA :
:
COUNTY OF CHATHAM :

**INTERGOVERNMENTAL AGREEMENT FOR
LAW ENFORCEMENT AND SECURITY SERVICES BETWEEN
GEORGIA PORTS AUTHORITY AND HALL COUNTY, GEORGIA**

THIS AGREEMENT made and entered into this 30th day of March, 2026, by and between GEORGIA PORTS AUTHORITY, an instrumentality of the State of Georgia (“GPA”), and Hall County, Georgia, a political subdivision within the State of Georgia (“County”).

WITNESSETH

WHEREAS, the Georgia Ports Authority is empowered to provide for a security force which includes POST-certified law enforcement officers who enforce all applicable laws on GPA property and provide security for GPA property and facilities;

WHEREAS, GPA owns and operates an inland port in Gainesville, Hall County, Georgia, referred to as the Gainesville Inland Port (“GIP”);

WHEREAS, the Hall County Sheriff’s Office (“HSCO”) is a qualified law enforcement agency in Hall County, State of Georgia;

WHEREAS, the law enforcement officers of the HSCO are qualified to provide efficient, high quality law enforcement and security services in the event of emergencies both within and without the corporate limits of Hall County, Georgia, and are further qualified to protect and secure GPA property and facilities within Hall County;

WHEREAS, the assistance of HSCO to the police agency of GPA on the premises of GIP is desirable to assist with security of GPA facilities and property;

WHEREAS, there are provisions in the Official Code of Georgia Annotated OCGA 36-69-3 (2024) authorizing governmental entities to enter into cooperative agreements for law enforcement assistance; and

WHEREAS, it is in the best interest of the County and GPA to enter into a similar agreement;

NOW THEREFORE, in consideration of the premises the parties agree as follows:

SECTION 1. PURPOSE OF AGREEMENT

It is recognized that in certain situations the use of law enforcement officers to perform police duties outside of the territorial limits of the governmental entity where the officers are legally employed may be desirable and necessary in order to preserve and protect the health, safety and welfare of the public, such situations including the prevention or detection of violations of certain laws and the apprehension or arrest of any person who violates a criminal law of this State.

SECTION 2. AUTHORIZATION

Intergovernmental law enforcement services and assistance may be provided between GPA and Hall County when mutual aid and routine law enforcement work would best serve the interests of those parties.

SECTION 3. PARTIES

Hall County is a political subdivision of the State of Georgia, and the Georgia Ports Authority is a public corporation and instrumentality of the State of Georgia charged with the responsibility of operating a State System of Ports, maritime, inland, or otherwise, which includes providing security and enforcing laws, rules and regulations.

SECTION 4. POWER AND AUTHORITY

A. Hall County and the Georgia Ports Authority authorize and direct the Hall County Sheriff or the officer commanding in the Sheriff's absence to provide, at a minimum, one off-duty deputy sheriff or other POST-certified law enforcement officer in a marked police unit to provide security to and for GPA's facilities and property in Hall County, between the hours of 8 p.m. (2000) and 6 a.m. (0600) Monday through Friday, and weekends 8 p.m. (2000) Friday evening through 6 a.m. (0600) Monday morning. The judgment of the Sheriff, or officer commanding in his absence, of Hall County, as to the amount of personnel and equipment available, shall be final. In no event shall less than one law enforcement officer be provided by Hall County to be available at all times. GPA reserves the right to request modification of its security needs within Hall County and will inform Hall County, in writing, at least 7 days in advance of any change in hours, days, or weeks needed for the security services described herein.

B. Law enforcement officers performing police duties outside the terminal or jurisdictional limits of the party for which they regularly serve shall be under the direction and authority of one person designated by the head law enforcement officer of Hall County. That person shall in turn be under the direction and authority of the local commanding law enforcement officer of the party to which they are called to perform police or peace duties. They shall have all the powers, duties, rights, privileges, and immunities as if they were performing their duties in the territory which they are normally employed as required by Section 36-69-4 of the Official Code of Georgia Annotated, including the power of arrest.

SECTION 5. COMPENSATION TO COUNTY PROVIDING AID

GPA's sole responsibility for compensation to Hall County shall be to reimburse the County for services and assistance of one (1) off-duty law enforcement officer at the rate of \$75.00

per hour. GPA shall have no responsibility for any other wage, benefit, or costs associated with employment of county law enforcement officers. Cooperative police services shall be rendered without charge during the normal conduct of law enforcement business or in case of an emergency.

SECTION 6. LIABILITY

Any injury, disability, or death incurred by any employee while rendering such aid shall be deemed to have arisen out of, and to have been sustained in the course of, employment with the County. If any employee, or anyone on his / her behalf, files a claim for workers' compensation benefits against GPA, for any injury claimed to have been sustained while furnishing aid, the County for whom the employee is regularly employed shall indemnify, defend, and hold harmless GPA to the extent permitted under Georgia law.

SECTION 7. APPLICABILITY OF PRIVILEGES, IMMUNITIES, EXEMPTIONS AND BENEFITS

All of the privileges and immunities from liability, exemption from laws, ordinances, and rules, and all pensions, insurance, relief, disability, workers' compensation, salary, death, and other benefits, which apply to the activity of law enforcement officers when performing their functions within the territorial limits of their respective political subdivisions shall apply to such officers to the same degree, manner and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this Agreement.

SECTION 8. LIABILITY FOR ACTS OR OMISSIONS OF RESPONDING AGENCY EMPLOYEES

Any party requesting police assistance shall not be liable for acts or omissions of the other party's employees who render assistance extraterritorially under the provisions of this Agreement.

SECTION 9. RULES AND REGULATIONS

The head law enforcement officers of the parties shall establish uniform rules and regulations for giving and receiving aid, which shall be subject to the approval of each party. A

copy of the rules and regulations shall be filed with the clerk of the County and the President & CEO of GPA. The rules and regulations may be revised and amended by the head law enforcement officers upon their unanimous agreement, subject to the approval of each party, and a copy of each revision or amendment shall be filed with the clerk of each party.

SECTION 10. EFFECTIVE DATE OF AGREEMENT

This Agreement shall be in full force and effect and legally binding on May 4, 2026, after it is signed and certified by the Hall County Commissioner and the Chief Administrative Officer of the Georgia Ports Authority, and consented to by the Hall County Sheriff.

SECTION 11. TERMINATION OF AGREEMENT

Notwithstanding anything herein to the contrary, this Agreement may be terminated by GPA or the County for any reason, or for no reason, at any time during the Term, upon thirty (30) days' prior written notice.

SECTION 12. NO THIRD-PARTY BENEFICIARY

This Agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action under this Agreement for any cause whatsoever.

SECTION 13. CONSTRUCTION

This Agreement shall be deemed to have been executed in the State of Georgia and construed according to the laws of the State.

The provisions of this Agreement shall not be construed as creating a duty on the part of the law enforcement officers of either party to respond to a request from the other party. They shall further not be construed as creating a duty on the part of law enforcement officers rendering assistance extraterritorially to stay at the scene of a local emergency for any length of time. Such

responding officers may depart the scene of a local emergency at any time at the discretion of the officer in command of them at the scene of the local emergency.

SECTION 14. ENTIRE AGREEMENT

This Agreement terminates and supersedes all prior agreements between the parties hereto pertaining to the subject matter herein, whether orally or in writing, and constitutes the entire agreement between the parties hereto, subject only to modification by a subsequent writing of equal formality with this instrument executed by them and making reference to the same.

SECTION 15. SEPARABILITY

If any provision of this Agreement is contrary to any existing or future statute or judicial decision or any court, neither the validity nor the effectiveness of any of the other terms or provisions of this Agreement shall be affected thereby. This Agreement, however, is not deemed to supersede or impair contemporaneous or subsequent written agreements between the parties hereto referenced or contemplated herein.

SECTION 16. AUTHORITY

The parties covenant and warrant that each has the legal authority to enter into this Agreement.

[Signatures follow on the next page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

HALL COUNTY, GEORGIA

By: _____
Chairman, Board of Commissioners

Attest: _____
Clerk of Commission/County

GEORGIA PORTS AUTHORITY

By: *Edward M. Carthy*
Chief Operating Officer

Attest: _____
Manager, Properties and Contracts

Consented to by:

By: *[Signature]*
Hall County Sheriff

APPROVED AS TO FORM

Justin R. Lawhon
Justin R. Lawhon,
County Attorney