

STATE OF GEORGIA
COUNTY OF HALL

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT, (hereinafter, “Agreement”) is made and entered into this ____ day of _____, 2026, by and among the **HALL COUNTY SCHOOL DISTRICT** by and through the **HALL COUNTY BOARD OF EDUCATION** (hereinafter, the “Board of Education”), **HALL COUNTY, GEORGIA** (hereinafter, the “County”), the **HALL COUNTY SHERIFF** (hereinafter, the “Sheriff”), the **HALL COUNTY SOLICITOR GENERAL** (hereinafter, the “Solicitor General”), and the **HALL COUNTY CLERK OF COURT** (hereinafter, the “Clerk of Court”). The Board of Education, the County, the Sheriff, the Solicitor General, and the Clerk of Court may be referred to individually as a “party” and collectively as the “parties.”

WITNESSETH:

WHEREAS, the parties to this Agreement are governmental entities and constitutional officers authorized to enter into this Agreement and to perform the duties described herein; and

WHEREAS, Article IX, Section III, Paragraph I of the Georgia Constitution allows governmental entities to enter into intergovernmental contracts not to exceed 50 years for joint services, for the provision of services, or for the joint or separate use of facilities and equipment; and

WHEREAS, O.C.G.A § 40-6-163 authorizes the use of recorded images for enforcement of the prohibition on unlawfully passing a school bus; and

WHEREAS, pursuant to O.C.G.A § 40-6-163, law enforcement agencies having jurisdiction within County boundaries are empowered to enforce civil and criminal traffic laws, investigate suspected violations of traffic laws, and issue citations to motorists for violations thereunder; and

WHEREAS, O.C.G.A § 40-6-163 authorizes local governing authorities to enter into an intergovernmental agreement to offset expenses regarding the implementation and ongoing operation of video recording devices serving the purpose of captioning recorded images of motor vehicles unlawfully passing a school bus;

NOW, THEREFORE, in consideration of the mutual promises and understandings made in this Agreement, and for other good and valuable consideration, the Board of Education, the County, and the Sheriff agree as follows:

SECTION 1. RECITALS

The foregoing recitals, each being true, are made a part of this Agreement by reference.

SECTION 2. TERM

The term of this Agreement shall commence upon the last date that this Agreement has been executed and delivered by each of the parties and shall terminate upon the passing of any of the following events, whichever occurs first:

- a) Fifty (50) years from the date of commencement of this Agreement;
- b) Upon sixty (60) days written notice from any party evidencing the governing body's adoption of a binding resolution declaring its intentions to terminate this Agreement;
- c) Upon thirty (30) days written notice of intent to terminate for cause from any party after due notice and an opportunity to cure a material breach have been afforded in conformance with the notice requirements of this Agreement; or
- d) Upon thirty (30) days after the Board of Education ceases to have a contract with a third party to supply and maintain the equipment and devices and supply the images necessary to comply with O.C.G.A. § 40-6-163.

SECTION 3. REPRESENTATIONS OF THE PARTIES

Each party hereto makes the following representations and warranties which are specifically relied upon by all of the other parties as a basis for entering into this Agreement:

- a) All parties have the legal authority to enter into this Agreement under the laws of the State of Georgia and the United States of America;

- b) All parties agree to perform and complete all of the obligations described herein;
- c) All parties stipulate that this Agreement shall be binding upon the parties and their assigns, employees, agents, representatives, and successors in office for the fifty-year term of this Agreement as authorized by law; and
- d) All parties agree that they are subject to O.C.G.A. § 40-6-163.

SECTION 4. OBLIGATIONS OF THE BOARD OF EDUCATION

- a) Procurement of Devices and Equipment. The Board of Education shall enter into an agreement to procure devices and equipment which are capable of performing in accordance with the requirements of O.C.G.A. § 40-6-163. The Board of Education shall be responsible for installing the devices and equipment on the Board of Education's school buses.
- b) Costs. The Board of Education shall be financially responsible for all costs associated with the following:
 - i. procurement of the devices and equipment;
 - ii. any scheduled maintenance contract provided by the manufacturer or supplier of the devices and equipment; and
 - iii. costs associated with transferring the data to the Sheriff in furtherance of O.C.G.A. § 40-6-163.
- c) Inspection. The Board of Education shall provide the County, Sheriff, and their designated representatives access to the devices and equipment during and subsequent to the installation process at times mutually convenient to the Board of Education, the County, and the Sheriff. Said access shall not be unreasonably withheld.
- d) Access to Generated Data. The Board of Education shall provide to the Sheriff all authorizations, access information, and other data necessary for the Sheriff to access and utilize the data generated from the devices and equipment in furtherance of O.C.G.A. § 40-6-163.

SECTION 5. OBLIGATIONS OF HALL COUNTY

- a) Operation of Courts. The County shall allocate resources for the prosecution of violations of O.C.G.A. § 40-6-163 in County courts designated to hear violations of O.C.G.A. § 40-6-163 and shall take all steps necessary to facilitate the duties of the Board of Education and the Sheriff created by this Agreement and O.C.G.A. § 40-6-163.
- b) Compensation. For purposes of this subsection, “net amount” means the amount of civil penalties actually collected and received from violations of O.C.G.A. § 40-6-163 after deduction of any third-party vendor fees, payment processing fees, refunds, chargebacks, or other costs expressly authorized by law or contract relating to the collection of such penalties. The parties acknowledge that the Board of Education may receive the net amount of civil penalties through a third-party contractor retained in connection with the administration of this program.

On a monthly basis, the Board of Education shall remit to Hall County sixty percent (60%) of the net amount of civil penalties received by the Board of Education during the preceding month pursuant to O.C.G.A. § 40-6-163. Upon receipt, Hall County, as the governing body for purposes of O.C.G.A. § 40-6-163(d), shall allocate such funds as follows:

Sheriff's Office — 50% of the net amount;
Solicitor General's Office — 5% of the net amount; and
Clerk of Court — 5% of the net amount.

Such allocations shall be deposited into the respective restricted funds or accounts maintained by the County for the benefit of those offices and shall be used solely for purposes authorized by O.C.G.A. § 40-6-163.

The Board of Education shall retain the remaining forty percent (40%) of the net amount as consideration for providing access to and use of the Board of Education's school buses, associated administrative support, and school transportation safety measures necessary to facilitate enforcement of O.C.G.A. § 40-6-163.

All funds distributed pursuant to this Agreement shall be used in a manner consistent with O.C.G.A. § 40-6-163 and shall be devoted to law enforcement, public safety, court administration related to the enforcement of O.C.G.A. § 40-6-163, student transportation safety, and other governmental functions directly necessary to implement and enforce O.C.G.A. § 40-6-163.

All parties acknowledge that enforcement of O.C.G.A. § 40-6-163 requires the coordinated involvement and support of the Clerk of Court and the Solicitor General's Office. The parties further acknowledge that the Clerk of Court and Solicitor General perform necessary functions related to the processing, adjudication, prosecution, disposition, administration of proceedings arising under O.C.G.A. § 40-6-163. Accordingly, the allocation of funds to those offices is intended to support the enforcement and public safety objectives authorized under O.C.G.A. § 40-6-163, including the enforcement of school bus stop-arm violations and the promotion of student safety. All parties agree that the compensation due to the Board of Education constitutes consideration for providing access to and use of the Board of Education's school buses, associated insurance, administrative expense, and school transportation safety measures necessary to facilitate enforcement of O.C.G.A. § 40-6-163 and to promote student safety.

SECTION 6. OBLIGATIONS OF THE SHERIFF

- a) Obligations under O.C.G.A. § 40-6-163. The Sheriff acknowledges that the Sheriff's Office and its qualified employees shall serve as "law enforcement" as that term is used in O.C.G.A. § 40-6-163 and shall fulfill the duties therein assigned to law enforcement, including but not limited to issuing citations, sending notices, preparing verifications and summons, serving as a witness when necessary, and otherwise facilitating prosecution of violations under O.C.G.A. § 40-6-163 with the costs of said law enforcement duties being borne by the Sheriff.
- b) Cooperation with the Board of Education and County. The Sheriff agrees to cooperate with the Board of Education and the County to receive and process physical evidence demonstrating violations of O.C.G.A. § 40-6-163 and shall comply with all laws and procedures regarding evidence and chain of custody.
- c) Reporting. The Sheriff shall provide the County and the Board of Education with written reports during the term of this Agreement, to include the following information:
 - i. summary report of all citations issued for violations of O.C.G.A. § 40-6-163 within thirty (30) days of the issuance of said citation;
 - ii. summary report of all notices, summons, and certifications prepared pursuant to O.C.G.A. § 40-6-163 within thirty (30) days of the issuance of same; and

- iii. periodic written amendments of the reports listed in this subsection to reflect all updates and changes to the information contained therein.

SECTION 7. OBLIGATIONS OF THE CLERK OF COURT

a) **Court Administration.** The Clerk of Court shall perform those duties assigned by applicable law and those ministerial and administrative functions customarily performed by the Clerk of Court that are reasonably necessary to facilitate the processing, adjudication, and disposition of citations issued pursuant to O.C.G.A. § 40-6-163.

b) **Cooperation.** The Clerk of Court shall cooperate with the Board of Education, the County, the Sheriff's Office, and the Solicitor General's Office as reasonably necessary to implement this Agreement with respect to citations issued pursuant to O.C.G.A. § 40-6-163.

c) **Records.** The Clerk of Court shall maintain court records relating to citations and proceedings arising under O.C.G.A. § 40-6-163 in accordance with applicable law and records retention requirements.

SECTION 8. OBLIGATIONS OF THE SOLICITOR GENERAL

a) **Prosecution.** Subject to applicable law and any separate memorandum of understanding or resolution adopted by the County, the Solicitor General shall prosecute or otherwise represent the County in proceedings arising under O.C.G.A. § 40-6-163 to the extent authorized by law.

b) **Cooperation.** The Solicitor General shall cooperate with the Board of Education, the County, the Sheriff's Office, and the Clerk of Court in the review, preparation, prosecution, and disposition of citations issued pursuant to O.C.G.A. § 40-6-163.

SECTION 9. OWNERSHIP AND CONTROL OF DATA

As between the Board of Education, the County, and the Sheriff, the data generated by the devices and equipment which are the subject of this Agreement ("generated data") shall at all times remain the property of the Board of Education.

Notwithstanding the Board of Education's ownership of the generated data, the Sheriff shall have the right to retain, duplicate, preserve, disclose, and utilize such generated data as reasonably necessary for law enforcement purposes, prosecution of violations of O.C.G.A. § 40-6-163, court proceedings, evidence preservation, compliance with discovery obligations, public records compliance, audits, records

retention requirements, and any other purpose required by applicable law. Nothing contained herein shall be construed to transfer ownership of the generated data from the Board of Education or otherwise diminish the Board of Education's ownership interest therein.

Except as expressly authorized in the preceding paragraph, neither the County nor the Sheriff shall have the right to duplicate, mirror, alter, destroy, or tamper with the generated data except as otherwise expressly approved by the Board of Education and only for the furtherance of this Agreement. The parties acknowledge that access to and disclosure of generated data shall be governed by applicable federal and state law, including the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq., and any applicable exemptions thereto.

SECTION 10. FORCE MAJEURE

If, by reason of *force majeure*, any party hereto shall be rendered unable wholly, or in part, to carry out its obligations under this Agreement, then if such party shall give written notice in full particulars of such force majeure to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term “*force majeure*” as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of a public enemy, orders, refusals or denials of any required permit(s) of any kind from the government of the United States or the State of Georgia, or any agency thereof, or any civil or military authority, insurrections, riots, epidemics, earthquakes, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or inability on the part of the Board of Education to operate buses with the devices and equipment described herein because of any of the above-stated instances, or on account of any other cause not reasonably within the control of the party claiming such inability.

SECTION 11. BREACH OF CONTRACT

In the event that any party to this Agreement contends that any other party has breached the terms of this Agreement, written notice of the breach shall be forwarded to the other parties by certified mail. If the stated breach is not remedied within thirty (30) days of the receipt of said notice, the aggrieved party

may submit a claim to dispute resolution, as provided in the section below entitled “Dispute Resolution” or declare in writing that the offending party has failed to cure their breach and the Agreement is thereby terminated.

SECTION 12. DISPUTE RESOLUTION

The parties hereby agree to submit any controversy arising under this Agreement for non-binding mediation. Any party may file a petition in the Superior Court of Hall County with notice to all other parties and request that the presiding judge appoint a neutral mediator within thirty (30) days of receipt of the petition.

Where the mediation is unsuccessful, the neutral party or parties shall prepare a report which shall be provided to each governing authority and made a public record. The cost of mediation authorized by this section shall be shared equally by the disputing parties. Thereafter, any party who remains aggrieved may file suit in the Superior Court of Hall County to enforce any breach of this Agreement following ten (10) days written notice to the other parties of the aggrieved party’s intent to file suit.

SECTION 13. NOTICES

Any notices required to be sent under the provisions of this Agreement shall be delivered in writing to the parties at the following addresses:

Board of Education: Hall County School District, Office of the Superintendent 711 Green Street, Gainesville, GA 30501	County: Hall County Commissioners’ Office Attn: County Administrator P.O. Drawer 1435 Gainesville, GA 30503	Clerk of Court: Clerk of Courts’ Office Hall County Courthouse P.O. Box 1275 Gainesville, GA 30503	Solicitor General: Solicitor General’s Office Hall County Courthouse 225 Green Street SE 1 st Floor Gainesville, GA 30501	Sheriff: Hall County Sheriff’s Office 2859 Browns Bridge Road Gainesville, GA 30504
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All notices shall be sent to the successors in office to any of the persons signing this Agreement.

SECTION 14. MISCELLANEOUS PROVISIONS

- a) Headings in this Agreement are used for convenience only and will not be construed to limit or derogate from the meaning of each clause;

- b) This Agreement may be signed in counterparts (including electronic or facsimile transmission); each counterpart will be deemed an original and all taken together shall constitute one and the same instrument;
- c) None of the parties to this Agreement shall assign any of the obligations or benefits of this Agreement without the mutual written consent of all parties; and
- d) This Agreement represents the parties' entire understanding and complete agreement on the subject matter contained herein and supersedes any prior or contemporaneous agreements, representations or understandings, either written or verbal. This Agreement may not be modified or amended except by a mutually agreed writing that is signed by an authorized representative of each party and, to the extent required by law, made effective by authentication.

SECTION 15. SOVEREIGN IMMUNITY

Nothing contained herein shall be construed as a waiver of any sovereign immunity, governmental immunity, official immunity, or other immunity or limitation of liability available to any party under the Constitution and laws of the State of Georgia. Each party shall remain responsible for the acts and omissions of its own officers, employees, and agents.

IN WITNESS WHEREOF, the undersigned hereby affix their hands and seals this ____ day of _____, 2026.

[SIGNATURES ON FOLLOWNG 2 PAGES]

HALL COUNTY BOARD OF EDUCATION:

By: _____
Name: William Schofield
Title: Superintendent
Authorized Representative

Attest

By: _____
Name: _____
Title: _____

[Seal]

HALL COUNTY, GEORGIA:

By: _____
Name: David Gibbs
Title: Chairman

Attest

By: _____
Name: Jennifer Rivera
Title: County Commission Clerk

[Seal]

HALL COUNTY SHERIFF:

By: _____
Name: Gerald Couch
Title: Sheriff

Attest

By: _____
Name: _____
Title: _____

[Seal]

HALL COUNTY SOLICITOR GENERAL:

By: _____

Name: Inez Grant

Title: Solicitor General

Attest

By: _____

Name: _____

Title: _____

[Seal]

HALL COUNTY CLERK OF COURT:

By: _____

Name: Mark Pettitt

Title: Clerk of Court

Attest

By: _____

Name: _____

Title: _____

[Seal]

APPROVED AS TO FORM:

Justin R. Lawhon
County Attorney