

INTERGOVERNMENTAL AGREEMENT  
BETWEEN HALL COUNTY AND JACKSON COUNTY  
REGARDING THE HALL RADIO SYSTEM

This Agreement is made on this 20<sup>th</sup> day of Sept, 2021 (the "Effective Date") by and among Hall County and Jackson County, political subdivisions of the State of Georgia (collectively referred to hereafter as the "Hall Regional Radio System").

WITNESSETH:

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

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, the Parties are authorized to enter into Intergovernmental Agreements for periods not exceeding fifty (50) years in connection with activities these governments are authorized to undertake; 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 will be capable of directly interfacing with Federal, State, and local governments, including Jackson County. Further, Jackson 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, 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;

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. CREATION OF HALL REGIONAL RADIO SYSTEM

The Parties agree to create and participate as a member of a collaborative team for the purposes set out in this Agreement and any other purposes related thereto. The collaborative team created by this Agreement shall be referred to as the "Hall Regional Radio System." The Hall Regional Radio System

shall be managed by a committee as set forth below. The Parties 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 is 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 Smart Zone Controller under the following terms:

1. The parties agree to share in the costs of the Smart Zone Controller, and each party shall pay its respective proportion of the Annual Maintenance Expenses associated with the Smart Zone Controller. For the purposes of this Agreement, "Annual Maintenance Expenses" shall be defined as annual cost associated with the maintenance of infrastructure equipment shared by the parties, including local dispatch (Mobile Communications), 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 Expense of the Smart Zone Controller, commencing on January 1 of the year following a party's connection of one or more mobile or portable radios to the Smart Zone Controller. Hall County shall pay all costs associated with the Smart Zone Controller prior to the commencement of a party's cost share obligation.
3. Each party's proportional share of the Annual Maintenance Expense shall equal the total Annual Maintenance Expense divided by the number of parties to this Agreement. 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 Smart Zone Controller ("Providers"). Hall County shall pay directly to the Providers the full amount of fees incurred from the Smart Zone Controller and associated services. Each party's proportion of the Annual Maintenance Expense of the Smart Zone Controller shall be determined in January of each year by the Hall County Radio System Manager and communicated by that representative to the other parties in writing by January 31 of each year, accompanied by an invoice to be paid within thirty (30) day and a copy of the invoice(s) from Providers.

4. Each party agrees to participate in the replacement or future capital costs of the Smart Zone Controller. The Hall County Systems Manager will track and provide each party with estimated upgrade information and a timeline for shared equipment. See Exhibit A for likely shared equipment and time estimates.

C. Infrastructure Responsibility. Each county 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. Legal Compliance. Each County 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.

E. Upgrades. System upgrade schedules shall be implemented at the sole discretion of the Hall County Radio System Manager. The parties or their designee agree to work in good faith with Hall County to determine a practical and reasonable time for upgrades to occur.

F. 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 jurisdictions 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.

G. Creation of Committees and Mutual Responsibilities. The parties agree to create and participate in a committee designated to managing the Smart Zone 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 Jackson County Georgia shall be the executive committee members. The Chairperson of the Executive Committee shall be a representative from 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 is 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 HALL REGIONAL RADIO SYSTEM and any future members;
  - d. Meet with the frequency necessary (and at least quarterly), 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;
  - 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 sent via U.S. Mail to the address for the governing body of each party, with a copy to the county attorney for each party. All notices shall be effective when received.

## 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 their Mobile Communications Maintenance contract. See exhibit A for a complete list of shared equipment.

## VI. TERMINATION

Either Party may terminate this Agreement for breach if, after giving ninety(90) days prior written notice to the breaching Party, the breaching Party fails to cure its own material breach or default under this Agreement. 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 officers or employees or members of the governing body, agents or officials of any party.

## X. ENTIRE AGREEMENT

This Agreement constitutes 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. 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.

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 representative, on the day and date hereinabove written.


HALL COUNTY, GEORGIA

\_\_\_\_\_  
Richard Higgins, Chairman  
Hall County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Lisa A. Ritchie, County Clerk (SEAL)

JACKSON COUNTY, GEORGIA

  
\_\_\_\_\_  
Tom Crow, Chairman  
Jackson County Board of Commissioners

ATTEST:

  
\_\_\_\_\_  
Kevin Poe, County Clerk (SEAL)



## EXHIBIT A

Identifying shared equipment and the likely date of upgrade.

|   |
|---|
| HP DL380 G10 virtual server housing the zone controller and network management servers – EST APRIL 2028 |
| HP DL380 G8 virtual servers housing the zone controller and network management servers – EST APRIL 2028 |
|   |
| Seagate 4525 Direct-attached storage (DAS) – EST APRIL 2028   |
|   |
| MRV LX-4000T Terminal Server – EST APRIL 2028   |
|   |
| Two (2) Aruba 2930F-48 Core LAN Switches – EST APRIL 2028   |
|   |
| Motorola S6000 Core Router – EST APRIL 2028   |
|   |
| Juniper SRX 1500 Edge Router – EST APRIL 2028   |
|   |
| Two (2) Aruba 2930F-24 Core Backhaul Switches – EST APRIL 2028  |
|   |
| Fortinet FortiGate 101E Firewall – EST APRIL 2028   |
|   |
| TRAK 9100 Time and Frequency Standard – EST APRIL 2028  |
|   |
| Network Management Client – EST APRIL 2028  |