

INTERGOVERNMENTAL AGREEMENT

STATE OF GEORGIA

COUNTY OF GWINNETT

This Intergovernmental Agreement is made and entered into this ____ day of _____, 2022, by and between The City of Sugar Hill (the "CITY") and Gwinnett County, a political subdivision of the State of Georgia (the "COUNTY").

WITNESSETH:

WHEREAS, the COUNTY owns and maintains an 800 megahertz (MHz) Radio System (the "SYSTEM") that provides radio communications coverage for areas primarily within the geographic boundaries of Gwinnett County, Georgia; and

WHEREAS, the COUNTY holds a Federal Communications Commission license to operate the SYSTEM; and

WHEREAS, the SYSTEM was designed to provide a mode of communication for public safety personnel; and

WHEREAS, the SYSTEM provides communication infrastructure for portable, mobile, and base radio equipment, has the capability of almost 2,000 talk groups, and is designed to operate 24 hours a day, seven days a week; and

WHEREAS, the SYSTEM provides a benefit to, and serves all of the residents and businesses of Gwinnett County through utilization by local government personnel dedicated to protecting the lives, safety, and property within the County as well as provide efficient and effective services; and

WHEREAS, the CITY desires to utilize the SYSTEM for communications and for interagency public safety communications, primarily within the geographical boundaries of Gwinnett County and in furtherance of the safety and security of its school campuses and personnel; and

WHEREAS, it is in the best interests of the COUNTY and the CITY and the citizens they serve for their public safety radio communications to be as efficient as possible.

NOW, THEREFORE, in consideration of the mutual benefits to be realized from the obligations hereinafter set forth, the COUNTY and the CITY have entered into this Agreement as follows:

THE SYSTEM

The SYSTEM is a Motorola P25 800 MHz Trunking System. "P25 (Project 25)" refers to a specific set of standards to which systems are built that will be compatible with equipment manufactured by other vendors.

2.
COUNTY RESPONSIBILITIES

(a) Provided the CITY has complied with its obligations below, the COUNTY shall provide, for the use of the CITY, access to talk groups on the SYSTEM.

(b) The COUNTY shall provide the appropriate number of radio system identification numbers for use by the CITY.

(c) The COUNTY shall provide the CITY with operational procedures and guidelines covering the use and maintenance of the SYSTEM.

(d) The COUNTY shall advise and assist the CITY with any necessary training of CITY personnel regarding the proper operation of the COUNTY communications system.

(e) The COUNTY shall maintain its Federal Communications Commission license to operate the SYSTEM.

(f) The COUNTY shall fund the SYSTEM as allowable under O.C.G.A. § 46-5-120 et seq. relating to maintenance, construction, and operation of the SYSTEM.

3.
CITY RESPONSIBILITIES

(a) The CITY shall purchase and install any and all radio equipment necessary for the CITY to utilize the SYSTEM. All such radio equipment shall be approved in advance as being one-hundred percent (100%) system compatible by both the COUNTY and the manufacturer of the SYSTEM.

(b) The CITY shall provide one hundred-twenty (120) days advanced notice to the COUNTY regarding the number of radio devices that they will add to the SYSTEM.

(c) The CITY shall cover and maintain all hardware devices under a service and maintenance agreement from the original manufacturer during the time in which said hardware is being used on the SYSTEM.

(d) The CITY agrees to utilize only the talk groups designated by the COUNTY for the CITY'S use and to utilize the SYSTEM in accordance with the procedures and guidelines provided by the COUNTY, including all rules and regulations of the Federal Communications Commission, and any other applicable federal, state or local laws.

(e) The CITY shall indemnify the COUNTY against and hold the COUNTY harmless from any and all claims, actions, damages, including reasonable attorney's fees, obligations and liabilities arising from or in any way connected with actions which arise from the negligent conduct, negligent actions or negligent failure to act on behalf of CITY employees, or which arise

from the CITY'S breach of this contract. Furthermore, the CITY shall indemnify the COUNTY against any injury to a CITY employee while acting in his capacity as an employee of the CITY which arises from or results in any way from the implementation of this Agreement.

(f) The CITY agrees that the SYSTEM will only be used to enhance communications for services provided by CITY and agrees it shall not use the SYSTEM for any other purpose.

(g) The CITY acknowledges it has educated and informed the users of the SYSTEM of the applicable rules and regulations enacted.

4.

MUTUAL RESPONSIBILITIES

(a) The parties shall each appoint a designated representative to coordinate the implementation and on-going use of the SYSTEM as authorized under the terms of this Agreement, and any future upgrades that need to occur in order to maintain the SYSTEM.

(b) This Agreement is not intended to create any rights or benefits for any person other than the COUNTY and the CITY. The CITY shall not have any rights or benefits under any other contract or agreement regarding the SYSTEM unless said contract or agreement specifically provides otherwise.

(c) This Agreement shall not be assigned to any other party throughout the term of the Agreement.

5.

TERM

The term of this Agreement shall be ten (10) years.

6.

TERMINATION

(a) Except as provided in Paragraph 5 hereof, this Agreement shall continue in force and effect for ten (10) years from the date of execution hereof. As long as a party is not in default hereunder, a party may renew this Agreement for an additional ten-year term by providing written notice thereof to the other party at least ninety (90) days and no more than one hundred-eighty (180) days prior to the expiration of the original term.

(b) Notwithstanding the provisions of Paragraph 5 hereof, the COUNTY may terminate this Agreement immediately upon written notice to the CITY upon the occurrence of one or more of the following:

(i) The CITY'S failure to correct within thirty (30) days after written notice from the COUNTY of any nonconformity or malfunction in the CITY'S radio equipment being utilized with the SYSTEM;

(ii) The CITY'S failure to correct within thirty (30) days after written notice from the COUNTY any noncompliance by CITY personnel with the procedures and guidelines

provided by the COUNTY to the CITY; or

(iii) The CITY'S failure to correct within thirty (30) days after written notice from the COUNTY any material breach in the CITY'S obligations herein under.

7.

NO REPRESENTATION OR WARRANTIES

The COUNTY makes no representation or warranties regarding the communications services offered under this Agreement through the SYSTEM, and the CITY accepts the use of the SYSTEM "as is, where is."

8.

ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties and shall not be altered, amended, or modified except by an agreement in writing executed by the duly authorized officials of the COUNTY and CITY.

9.

NOTICES

All notices required or permitted to be sent to the CITY hereunder shall be hand-delivered or sent via U. S. Mail to the CITY manager. All notices required or permitted to be sent to the COUNTY hereunder shall be hand-delivered or sent via U.S. Mail to the Director of the Information Technology Services Department, with a copy to the County Administrator.

10.

GOVERNING LAWS

This Agreement shall be governed by the laws of the State of Georgia.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have fully executed this Agreement.

GWINNETT COUNTY, GEORGIA

CITY OF SUGAR HILL

By: _____
Nicole Love Hendrickson, Chairwoman

By: _____
Brandon Hembree
Mayor, City of Sugar Hill

Attest:

Attest:

By: _____
Tina King, County Clerk

By: _____
Jane Whittington, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

County Attorney

City Attorney