

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF
800 MHz RADIO SYSTEM ACCESS
BETWEEN
FULTON COUNTY, GEORGIA and
THE CITY of COLLEGE PARK, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”), by and between Fulton County, Georgia (hereinafter the “County”), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and the City of College Park, Georgia (hereinafter “User”), a municipality authorized to do business in the State of Georgia, entered into this _____ day of _____, 2025.

WITNESSETH:

WHEREAS, the County is the sole owner and operator of an APCO P25 Phase 2 Digital 800 MHz radio system (hereinafter “the County System”); and

WHEREAS, numerous County departments, including the Police, Sheriff, Marshal, Public Works, General Services Administration, School Police, and National Park Services, are presently users on the System; and

WHEREAS, the County desires to have a unified system to include entities on the County System who affect and further the goal of protecting the citizens health, safety, and welfare; and

WHEREAS, User is a municipality duly incorporated under the laws of Georgia; and

WHEREAS, User is located within Fulton County and provides public safety services to the citizens of the City of College Park in Fulton County; and

WHEREAS, User therefore affects and furthers the goal of protecting the health, safety, and welfare of the citizens of the County;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the County hereby grants as follows:

(1) **TERM.** The County grants User a revocable license to use two hundred and seventy-four (274) radio units and four (4) console units on the County’s System for the period from January 1, 2025, and ending December 31, 2025, with one (1) consecutive one (1) year automatic renewal options ending on December 31, 2026. This agreement may be renewed by mutual agreement approved by both governing bodies.

(2) **EFFECTIVE DATE.** This Agreement shall become effective upon its adoption by

both governing authorities of the City and County or effective upon the Board of Commissioners approval through December 31, 2025, with renewal options ending December 31, 2026.

- (3) **LICENSE REVOCATION.** User's license may be revoked only for good cause and only after User has had an opportunity to show cause why its license should not be revoked before the Board constituted for such purpose as set out in Paragraph Six. Such license is not intended to and does not grant to User any property interest in the County System.
- (4) **NOTICE OF WITHDRAWAL.** Either party is free to withdraw from this Agreement for any reason and at no cost to each respective party upon sixty (60) days written notice to the other party.
- (5) **MEETINGS.** The parties will meet on or before December 31, 2026, to review service under this Agreement and consider proposed modifications of the term. Any such proposed change is subject to consideration and approval of the Board of Commissioners and College Park Council.
- (6) **RESPONSIBILITIES OF THE COUNTY.** In exchange for the Users participation, the County agrees to:
 - a. Maintain and support the core of the County System.
 - b. Use best efforts to answer questions and facilitate use of the County System by User.
 - c. Comply with federal, state, and county rules.
 - d. Give adequate notification to User of violations, service interruption, and intent to remove units from operation on the County System; and
 - e. Provide User one (1) year prior notice to any voluntary upgrades or early compliance with mandates to the County System that will affect User.
- (7) **RESPONSIBILITIES OF THE USER.** In exchange for the County System, the User agrees to:
 - a. **UNIT APPLICATIONS.** User agrees to limit the number of all subscriber units, including but not limited to mobile, portable, and console, to two hundred and seventy-four (274) radios and four (4) console units. User may request additional units by making formal application with supporting documentation of need to the Director of the Department of Emergency Services 911 or his/her designee. The application for additional units shall be reviewed and approved or denied by the Director or his/her designee. The Director or his/her designee, in reviewing an application, will take into account system loading, airtime usage, number of system busies, and will make a decision based on maintaining the efficiency of the County's System for all users. All requests for additional units

shall be made at least sixty (60) days prior to the beginning of the County's fiscal year (January 1). In extraordinary cases, additional units may be requested and added after such time and the cost of those additions shall be calculated on a pro rata basis of the original fiscal year contribution. Any application denied may be appealed to the Board constituted for such purposes as set out in Paragraph Six (6) hereinafter. User is absolutely prohibited from selling, assigning, or otherwise transferring its license to use the County System, in whole or in part, to any other person or entity.

- b. UNIT MAINTENANCE.** For purchasing and maintaining all equipment necessary to be a user on the County System. All subscriber units must be approved by type by the County. A conforming product list is available from the Department of Emergency Services 911 and will be updated from time to time. Products not listed will not be accepted. All maintenance performed on User's units must be certified by a Motorola certified technician, or otherwise consented to in writing by the Director of the Department of Emergency Services 911.
- c. UNIT COMPLIANCE VIOLATIONS.** Comply with Motorola Software security constraints. Upon finding a violation has occurred, the Director or his/her designee, in his/her discretion may require the User to remove a unit(s) from the System, place the User on probation which will not to exceed six (6) months, and/or take other reasonable action. Persistent violations or misuse of the County System may result in User being removed entirely from the County System after User has had an opportunity to show cause why its license should not be revoked before the Board as set out below. Any action taken by the Director, or his designee may be appealed to the Board constituted for such purposes, said Board to be comprised of the Director of the Department of Emergency Services 911, the Chief of the Fulton County Police Department, the Fulton County Sheriff, and Fulton County Marshal. Any adverse decision of this Board shall be appealed to the Fulton County Board of Commissioners, and their decision shall be final. All direct and indirect expenses arising out of violations or misuse by User and its employees and agents shall be borne by User. Additionally, User shall be responsible, at the request of the County, for responding to or assisting the County in responding to any correspondence or complaint received by the County from state or federal regulatory agencies involving User's units.
- d. UNIT REPAIRS AND COSTS.** Have any of its devices, equipment, or subscriber units, which cause any problems on the County System immediately taken out of service and repaired by User. User shall be responsible for all repair costs and for any damages or consequences arising out of such problematic device, equipment, or unit.
- e. UNITS TRAINING.** Guarantee that all persons who will be operating

subscriber units are adequately trained in the use of such units, with such training requiring persons to:

- i. Attend an in-house training program for ten (10) to twelve (12) weeks in order to obtain the following certifications that are mandatory to perform the duties and responsibilities as a communications officer:
 1. The State of Georgia Peace Officer Standards and Training's Basic Communications Officer Training Course certification;
 2. The International Academy of Emergency Dispatch's Emergency Medical Dispatch certification; and
 3. The American Heart Association's Healthcare Provider Cardio Pulmonary Resuscitation certification; and
 4. The Georgia Crime Information Center's ("GCIC") Criminal Justice Information Services certification; and the GCIC's Security Awareness certification.

(8) **RESTRICTED USE.** Restrict its use of the County System to legitimate business-related purposes of the User. The County System shall not be used to conduct personal or unrelated business, except that which is incidental and occasional.

(9) **REGULATORY COMPLIANCE.** Guarantee that its employees who are trained and authorized to use the County System in compliance with federal, state, and county laws, codes, regulations, and ordinances, as well as this Agreement. All parties must abide by any reasonable rules and regulations promulgated by the County regarding the use of the County System. The User shall have the right to review the rules and regulations prior to their adoption and to make suggested changes if any rules or regulations present a conflict with the reasonable operation of the User System. Changes or exceptions to the rules or regulations will voluntarily be made by the County upon a showing by the User of such a conflict.

(10) **MANDATES.** The County will in no way be responsible for bringing User into compliance with the mandate(s) or be responsible for any direct or indirect, tangible, or intangible costs, damages, or losses incurred due to the mandates. Notwithstanding the foregoing, upon receipt of a two (2) years prior notice, User agrees to comply with the County mandate(s) in a time period that is shorter than required by the regulatory agency. If User is unable to comply with the mandate(s) within the applicable time allowed (either by a regulatory agency or the County), User agrees it shall be removed in whole or in part from the County System.

(11) **UPGRADES.** Comply within one (1) year of receipt of notice from the County with any voluntary upgrades to Users equipment that are required due to upgrades or changes to the County System, including a change in vendor. The County will have the sole discretion to update or change the County System. The County will not be responsible for any expenditure, losses, or other claims caused by or attributable to such voluntary upgrades and/or changes to the County System.

(12) **FEES AND PAYMENT.** Remit to the County in a timely fashion its pro rata share of the estimated cost of the actual annual maintenance cost of the County System. The amount to be paid by User will be calculated based on the number of units accessible to User. If additional units are added within a fiscal year, the cost of the use of those units shall be calculated on a pro rata basis of the original fiscal year contribution.

(13) **INVOICES.** The County Department of Emergency Services 911 will invoice the User at least thirty (30) days prior to the due date. Due date shall be annually and payments payable on January 1st of each year; and the first payment under this contract shall be due and payable within 30 days of agreement execution for the remaining months within the calendar year.

(14) **LATE PENALTY.** A late payment penalty, of ten percent (10%), will apply on all payments not received by the due date. Interest will also accrue at the rate of one percent (1%) per month or part thereof for any payment that is delinquent. The monies received will be placed in a restricted designated fund and managed by the County Finance Department. All monies in the account will be expended exclusively for maintenance, and/or upgrade of the County System.

(15) **EXPENDITURES.** The Board of Commissioners of Fulton County shall have the sole authority to authorize any expenditure from the account. In the event the County System is replaced during the term of this agreement, and in the event the cost of such replacement is less than the amount contained in the designated fund, User's pro rata portion of the amount remaining in the fund will be reimbursed.

(16) **REIMBURSEMENTS.** If there is no replacement of the County System during the term of this agreement, User shall receive no reimbursement or pay any additional assessment.

(17) **PRO RATA SHARE.** The pro rata share for years 2023 and 2024 was \$417.00 times the number of radio units, 274, plus \$1,830.00 times the number of console units 4, which equals annual cost of \$121,578.00. The pro rata share for years 2025 and 2026 increased by approximately 6% to \$442.00 times the number of radio units, 274, plus \$1,830.00 times the number of console units 4, which equals annual cost of \$128,428.00.

(18) **DEFAULT REMEDIES:** In the event that either party shall default on its obligations under this Agreement, including but not limited to failure to remit payment for license use or failure to provide access to the 800 MHz system, the other party may provide the breaching party with a written notice of default specifying the basis for the default and advising the defaulting party of the time frame to cure the default. All defaults shall be cured within a (30) days. The non-defaulting party may grant the defaulting party additional time to cure the default. Subject to the provisions of this Agreement, the non-defaulting party may elect to terminate the Agreement if the default is not remedied in the agreed upon cure period. The County and User reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

(19) **TERMINATION.** Either party may terminate this Agreement for its convenience at

any time upon sixty (60) days written notice to the other party. If the County terminates, the City of College Park shall be entitled to receive reimbursement for fees received for services beyond the 60 days. If the city terminates, the County shall be entitled to termination fees prorated for 180 days.

(20) **NOTICES.** All notices shall be given by first class mail except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notice shall be addressed to the parties at the following addresses:

If to the County:

Richard "Dick" Anderson, County Manager
141 Pryor Street, S.W.,
Suite 1000
Atlanta, Georgia 30303
404-612-8335
404-612-0350 (facsimile)

With a copy to:

Y. Soo Jo, County Attorney
141 Pryor Street, S.W.,
Suite 4038
Atlanta, Georgia 30303
404-612-0235
404-730-6324 (facsimile)

If to the City:

Bianca Motley Broom, Mayor
City of College Park
3667 Main Street
College Park, Georgia 30337
404-767-1537

Stanley Hawthorne, City Manager
City of College Park
3667 Main Street
College Park, Georgia 30337
404-767-1537

Connie Rogers, Chief of Police
3717 College Street
College Park, Georgia 30337
404-761-3131

Sterling Jones, Fire Chief
3737 College Streete
College Park, Georgia 30337
404-766-8248

(21) **ENTIRE AGREEMENT.** This Agreement constitute the entire agreement between the Parties with respect to the subject matter contained herein. All prior agreements, representations, statements, negotiations and undertakings between the Parties regarding the subject matter of the Agreement shall not be of any force or effect. Neither Party has relied upon any representation, promise, or inducement not contained herein.

(22) **LIMITATION OF LIABILITIES.** THE USER SHALL HAVE NO LIABILITY FOR ANY CLAIM RELATING TO THIS AGREEMENT. IN NO EVENT SHALL THE CITY OF COLLEGE PARK BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

(23) **GENERAL PROVISIONS.**

- a. *Section and Paragraph Headings.* Section and paragraph headings are for convenience only and shall not be a part of the Terms and Conditions of this Agreement.
- b. *Waiver.* Failure by either party at any time to enforce any obligation by the other party, to claim a breach of any term of this Agreement, or to exercise any power agreed to hereunder will not be construed as a waiver of any right, power, or obligation under this Agreement, will not affect any subsequent breach, and will not prejudice either party in regard to any subsequent action.
- c. *Severability.* If any term or provision of this Agreement should be declared invalid by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain unimpaired and in full force and effect.
- d. *Assignment.* Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other party.
- e. *Modification.* This Agreement may be modified at any time during the term by mutual written consent of the parties. No modification, waiver or amendment of any term or condition of this Agreement shall be effective unless and until it shall be reduced to writing and signed by both of the parties hereto or their legal representatives and specifically reference this Agreement.
- f. *Governing Law.* This Agreement shall be governed by and construed and enforced as if the Agreement were made for performance entirely within the State of Georgia and the County of Fulton. Both Parties consent to jurisdiction and venue in the state and federal courts in Fulton County, Georgia.
- g. *Interpretation.* The Parties stipulate that for good business reasons, each Party has determined to negotiate, and each party has had significant voice in the preparation

of this Agreement. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing it shall not construe the Agreement more strictly against either Party because it drafted a particular provision, or the provision was for the Party's benefit, or the Party enjoyed a superior bargaining position.

WHEREFORE, the parties having read and understood the terms of this agreement, do hereby agree to such terms by execution of their signatures on the next page.

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

(SIGNATURE ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

FULTON COUNTY, GEORGIA

ATTEST:

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Tonya R. Grier, Clerk (SEAL)
Clerk to the Commission

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE

Y. Soo Jo
County Attorney

Chris Sweigart, Director
Department of Emergency Services 911

CITY OF COLLEGE PARK, GEORGIA

ATTEST:

Bianca Motley Broom, Mayor (SEAL)
City of College Park

Shavala Ames, City Clerk
City of College Park

APPROVED AS TO SUBSTANCE

Stanley Hawthorne, City Manager
City of College Park

Connie Rogers, Chief of Police
City of College Park

APPROVED AS TO FORM:

Sterling Jones, Fire Chief
City of College Park

City Attorney