

HABERSHAM COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Intergovernmental Agreement

DATE: May 24, 2022

BUDGET INFORMATION:

ANNUAL-0

CAPITAL-0

SPLOST - 0

☒ **RECOMMENDATION**

☐ **POLICY DISCUSSION**

☐ **STATUS REPORT**

☐ **OTHER**

COMMISSION ACTION REQUESTED ON: 06/20/2022

PURPOSE: Habersham County would like to enter into an intergovernmental agreement with the City of Demorest for locations identified as potential tower sites for the new P25-700/80MHz Simulcast Trunked Radio Network. Land must be acquired before the project can begin the build. This agreement is at no cost to the County.

BACKGROUND / HISTORY: Habersham County is in the process of acquiring land to co-locate towers on various sites within the county for the new P25-700/80MHz Simulcast Trunked Radio Network. Two of the identified sites are water tanks operated by the City of Demorest. These sites are vital to the network project. Agreements have been drawn up by the County Attorney and accepted by the City of Demorest.

FACTS AND ISSUES:

- a) These two sites have been identified as needed coverage sites to complete the network between tower sites.
 - b) Equipment would be located at these two sites to keep the county from purchasing additional land.
 - c) The new P25-700/800Mhz Simulcast Trunked Radio Network can not be completed without these two sites.
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OPTIONS:

- 1. Approve signing of the two intergovernmental agreements between Habersham County and the City of Demorest.
 - 2. Deny approval of intergovernmental agreements
 - 3. Find other property that will need to be purchased or leased.
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RECOMMENDED SAMPLE MOTION: I make a motion to have Mr. Chairman sign the two intergovernmental agreements for the Radio Network Project between Habersham County and the City of Demorest.

DEPARTMENT:

Prepared by: Lynn Smith, EMA

Director: Lynn Smith_____

**ADMINISTRATIVE
COMMENTS:**

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_____ **DATE:** _____

County Manager

**INTERGOVERNMENTAL AGREEMENT FOR THE CONSTRUCTION AND
MAINTENANCE OF THE HABERSHAM COUNTY P25-700/800MHz
SIMULCAST TRUNKED RADIO NETWORK PROJECT BETWEEN
THE CITY OF DEMOREST, GEORGIA AND HABERSHAM COUNTY, GEORGIA**

This Intergovernmental Agreement is entered into as of the 7 day of June, 2022, by and between Habersham County, Georgia, a political subdivision of the State of Georgia ("County"), with an office and place of business being located at the County Administration Building, 130 Jacob's Way, Clarkesville, Georgia 30523, by and through its duly authorized governing authority and the City of Demorest, Georgia, a municipal corporation organized and existing under the laws of the State of Georgia, with an office and place of business being located at City Hall, 546 Georgia Street, Demorest, Georgia 30535 ("City"), by and through its duly authorized governing authority, the Demorest City Council, the purpose of which Agreement is to set forth the responsibilities of each party as it concerns the construction, use and access easements concerning the erection of the Habersham County P25-700/800 MHz Simulcast Trunked Radio Network Project ("Network Project" hereinafter), its tower, equipment and all other appurtenances, the terms of which are as follows:

WITNESSETH

WHEREAS, the County owns a certain parcel of land located between Cider Ridge and Bear Gap Road adjacent to the Orchard Subdivision being known as Tax Parcel No. 140-080D and consisting of approximately 1.5 acres as shown on a plat of survey recorded in Plat Book 38 at Page 17 of the deed records of Habersham County, Georgia and being the same property acquired by Habersham County from Virgil Lovell by Warranty Deed recorded in Deed Book 489 at Page 910 dated October 5, 2000; and

WHEREAS, the City of Demorest has constructed and maintains a water tower on said property; and

WHEREAS, the County is desirous of utilizing the existing Demorest water tower located thereon to construct, operate and maintain its Network Project; and

WHEREAS, the City of Demorest is desirous and agreeable to allowing the County to utilize its water tower for the construction, use and maintenance of the County Network Project, acknowledging the benefits to the citizens of the City of Demorest of having a network project transmission tower located thereon; and

WHEREAS, it is in the best interest of all citizens and residents of both entities to have the two governments cooperate and commit to the construction, use and maintenance of the Network Project; and

WHEREAS, Article IX, Section III, Paragraph I of the Georgia Constitution of 1983 authorizes any county and any municipal corporation to contract with each other for joint services, for the provision of services or for the joint or separate use of facilities or equipment;

NOW, THEREFORE, in consideration of the recitals hereinabove stated and the mutual promises and agreements herein stated, the receipt and sufficiency of which are hereby acknowledged by both Habersham County and the City of Demorest and both intending to be legally bound, they hereby agree as follows:

**I.
CITY RECITALS**

1. The County is the legal owner of the property identified as Tax Parcel No. 140-080D of the present tax mapping system of the Habersham County tax office in Clarkesville, Georgia.
2. The City of Demorest maintains a water tower on said parcel of property and is agreeable and does hereby agree to allow the County to utilize the existing Demorest water tower for the installation of antennae, satellite dishes and wave guide as well as ground and align antennae as part of its P25 Network Project including all appurtenances thereto such as and including a concrete shelter with generator equipment, LP tank and microwave dishes.
3. The City shall continue to be solely responsible for the care and maintenance of the existing Demorest water tower located thereon. If the water tower is destroyed or damaged, the City may, but is not required to, repair or reconstruct the water tower.

**II.
COUNTY RECITALS**

1. The County has proposed and the City has hereby accepted the County proposal to utilize the existing Demorest water tower in the construction of its Network Project including the erection of antenna and microwave dishes thereon and the erection of a prefabricated concrete aggregate 10 x 26 shelter with a separate isolated generator equipment area which will include a 45kW propane generator, DC power supply, microwave and P25 equipment which shall include two antennae, a transmission line with grounding, two dishes and wave guide, ground, and align antennae and a shelter therefor including ice shields. The County shall be responsible for all costs in the construction of the Network Project described herein as well as the future maintenance and operational cost of the P25 Network Project thereon.
2. The County shall be responsible for acquiring appropriate, properly trained and certified personnel to routinely maintain and inspect the P25 Network Project equipment installed thereon.
4. The City shall specifically be allowed to utilize any and all access easements across the County's property to access the water tower. The County hereby grants to the City of Demorest rights to use any access or construction easements it may have acquired or may acquire in the future to said parcel of property across the lands of others if the said tax parcel is sold.
5. The City may need to repair or do routine maintenance to the water tower. If the City certifies in writing that the P25 Network Project equipment must be removed to allow repair or maintenance, upon 30 days' notice, the County will temporarily remove the P25 Network Project equipment for

that purpose. The City will make every effort to avoid moving the P25 Network Project equipment due to the resultant disruption of said system.

III. MISCELLANEOUS

1. **Term.** The term of this Agreement shall commence as of _____, 2022, and shall continue for a term of 50 years unless the parties by written agreement terminate the within prior thereto.
2. **Assignment.** Neither party hereto shall, without written consent of the other, assign or transfer this Agreement or any rights and obligations hereunder.
3. **Modifications.** The terms of the Agreement shall not be altered, amended or modified except in writing signed by duly authorized officers of Habersham County and the City of Demorest.
4. **Construction Under Georgia Law.** This Agreement shall be construed under the laws of the State of Georgia.
5. **Notice.** Any notice or communications hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, registered or certified, addressed as follows:

Habersham County
Attention: Alicia Vaughn
County Manager
130 Jacob's Way
Clarkesville, GA 30523

The City of Demorest
Attention: Jerry Harkness
546 Georgia Street
Demorest, GA 30535

or to such other address as either party may designate for itself by written notice to the other party given from time to time in the matter herein provided.

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized representatives, have executed this Agreement as of the day and year above written.

HABERSHAM COUNTY, GEORGIA

By: _____
County Commission Chairman

ATTEST:

County Clerk

CITY OF DEMOREST

By: _____
Mayor/Mayor Pro-Tem

ATTEST:

City Clerk



**INTERGOVERNMENTAL AGREEMENT FOR THE CONSTRUCTION AND
MAINTENANCE OF THE HABERSHAM COUNTY P25-700/800MHz
SIMULCAST TRUNKED RADIO NETWORK PROJECT BETWEEN
THE CITY OF DEMOREST, GEORGIA AND HABERSHAM COUNTY, GEORGIA**

This Intergovernmental Agreement is entered into as of the 1 day of JUNE, 2022, by and between Habersham County, Georgia, a political subdivision of the State of Georgia ("County"), with an office and place of business being located at the County Administration Building, 130 Jacob's Way, Clarkesville, Georgia 30523, by and through its duly authorized governing authority and the City of Demorest, Georgia, a municipal corporation organized and existing under the laws of the State of Georgia, with an office and place of business being located at City Hall, 546 Georgia Street, Demorest, Georgia 30535 ("City"), by and through its duly authorized governing authority, the Demorest City Council, the purpose of which Agreement is to set forth the responsibilities of each party as it concerns the construction, use and access easements concerning the erection of the Habersham County P25-700/800 MHz Simulcast Trunked Radio Network Project ("Network Project" hereinafter), its tower, equipment and all other appurtenances, the terms of which are as follows:

WITNESSETH

WHEREAS, the City owns a certain parcel of land pursuant to a Warranty Deed from Phillip J. Hulsey and Nina Hulsey dated September 25, 1996 and recorded in Deed Book 364 at Page 367 of the Habersham County Deed Records (attached hereto as Exhibit "B") located near the intersection of Ducks Hill Parkway with Rock Road and being surrounded by property located on Four Winds Drive being known as Tax Parcel No. 146074, said parcel consisting of 0.23 acres as shown on a plat of survey recorded in Plat Book 67 at Page 197 of the deed records of Habersham County, Georgia attached hereto as Exhibit "A"; and

WHEREAS, the City of Demorest has constructed and maintains a water tower on said property; and

WHEREAS, the County is desirous of utilizing the existing Demorest water tower located thereon as well as the 0.23-acre parcel of property to construct, operate and maintain its Network Project; and

WHEREAS, the County is desirous of utilizing the access easement described in said Deed and as shown on said Plat; and

WHEREAS, the City of Demorest is desirous and agreeable to allowing the County to utilize its water tower and property for the construction, use and maintenance of the County Network Project, acknowledging the benefits to the citizens of the City of Demorest of having a network project transmission tower located on said property of the City of Demorest; and

WHEREAS, it is in the best interest of all citizens and residents of both entities to have the two governments cooperate and commit to the construction, use and maintenance of the Network Project; and

WHEREAS, Article IX, Section III, Paragraph I of the Georgia Constitution of 1983 authorizes any county and any municipal corporation to contract with each other for joint services, for the provision of services or for the joint or separate use of facilities or equipment;

NOW, THEREFORE, in consideration of the recitals hereinabove stated and the mutual promises and agreements herein stated, the receipt and sufficiency of which are hereby acknowledged by both Habersham County and the City of Demorest and both intending to be legally bound, they hereby agree as follows:

I. CITY RECITALS

1. The City of Demorest is the legal owner of the property identified as Tax Parcel No. 146075 of the present tax mapping system of the Habersham County tax office in Clarkesville, Georgia.
2. The City of Demorest maintains a water tower on said parcel of property and is agreeable and does hereby agree to allow the County to utilize the existing Demorest water tower for the installation of antennae, satellite dishes and wave guide as well as ground and align antennae as part of its P25 Network Project including all appurtenances thereto such as and including a concrete shelter with generator equipment, LP tank and microwave dishes.
3. The City shall continue to be solely responsible for the care and maintenance of the existing Demorest water tower located thereon. If the water tower is destroyed or damaged, the City may, but is not required to, repair or reconstruct the water tower.

II. COUNTY RECITALS

1. The County has proposed and the City has hereby accepted the County proposal to utilize the existing Demorest water tower in the construction of its Network Project including the erection of antenna and microwave dishes thereon.
2. The County has proposed and the City has also accepted the County's proposal to utilize said property for the erection of a prefabricated concrete aggregate 10 x 26 shelter with a separate isolated generator equipment area which will include a 45kW propane generator, DC power supply, microwave and P25 equipment which shall include two antennae, a transmission line with grounding, two dishes and wave guide, ground and align antennae and a shelter therefor including ice shields. The County shall be responsible for all costs in the construction of the Network Project on the property described herein as well as the future maintenance and operational cost of the P25 Network Project thereon.
3. The County shall be responsible for acquiring appropriate, properly trained and certified personnel to routinely maintain and inspect the P25 Network Project equipment installed thereon.

4. The County shall specifically be allowed to utilize any and all access easements that the City of Demorest has or may acquire in the future to access the property for said purposes. Similarly, the County hereby grants to the City of Demorest similar rights to use any access or construction easements it may have acquired or may acquire in the future to said parcel of property across the lands of others.

5. The City may need to repair or do routine maintenance to the water tower. If the City certifies in writing that the P25 Network Project equipment **must** be removed to allow repair or maintenance, upon 30 days' notice, the County will temporarily remove the P25 Network Project equipment for that purpose. The City will make every effort to avoid moving the P25 Network Project equipment due to the resultant disruption of said system.

III. MISCELLANEOUS

1. **Term.** The term of this Agreement shall commence as of _____, 2022, and shall continue for a term of 50 years unless the parties by written agreement terminate the within prior thereto.

2. **Assignment.** Neither party hereto shall, without written consent of the other, assign or transfer this Agreement or any rights and obligations hereunder.

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Attention: Alicia Vaughn
County Manager
130 Jacob's Way
Clarkesville, GA 30523

The City of Demorest
Attention: Jerry Harkness
546 Georgia Street
Demorest, GA 30535

or to such other address as either party may designate for itself by written notice to the other party given from time to time in the matter herein provided.

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized representatives, have executed this Agreement as of the day and year above written.

HABERSHAM COUNTY, GEORGIA

By: _____
County Commission Chairman

ATTEST:

County Clerk

CITY OF DEMOREST

By: _____
Mayor/Mayor Pro-Tem

ATTEST:

City Clerk

