

HABERSHAM COUNTY BOARD OF COMMISSIONERS

EXECUTIVE SUMMARY

SUBJECT: Radio Network IGA with Alto, Baldwin, Demorest, Mount Airy and Tallulah Falls

DATE: October 13, 2026

☒ (X) RECOMMENDATION

☐ () POLICY DISCUSSION

BUDGET INFORMATION:

☐ () STATUS REPORT

ANNUAL - Municipal Usage-Fee Revenue

☐ () OTHER

CAPITAL - N/A

COMMISSION ACTION REQUESTED ON: October 19, 2026

PURPOSE: To request approval of intergovernmental agreements with the municipalities of Alto, Baldwin, Demorest, Mount Airy, and Tallulah Falls for access to and use of Habersham County's Northeast Georgia Regional Radio Network.

BACKGROUND / HISTORY

- Habersham County owns and maintains the Northeast Georgia Regional Radio Network, a Project 25 Phase II 700/800 MHz trunked communications system used for public safety and public service radio communications.
- PRIOR APPROVAL: The Habersham County Board of Commissioners approved the Northeast Georgia Regional Radio Network IGA with the City of Cornelia on August 17, 2026.
- CURRENT REQUEST: Approval is requested only for Alto, Baldwin, Demorest, Mount Airy, and Tallulah Falls. This action does not include Clarkesville. After approval by the Clarkesville City Council, the Clarkesville IGA is anticipated to be brought before the Board of Commissioners at its November meeting.

FACTS AND ISSUES:

- Usage fees are based on the number of subscriber units assigned to each municipality. The initial fee schedule reflects a rate of \$80.79 per subscriber unit per month, with municipality-specific totals shown in the attached schedules. Fees may be adjusted in later years based on the system cash-flow analysis, with advance notice to each municipality.
- Subscriber counts are reviewed annually. The County will bill each municipality annually, and payment is due within 60 days. The agreements also provide a process for requesting additional units and require advance discussion of system changes or expansions that could affect pricing.
- The initial term continues through June 30, 2027, followed by automatic one-year renewals unless either party provides the required notice. Either party may terminate without cause upon 60 days' written notice, and delinquent fees may result in suspension or termination of system access.

OPTIONS:

- 1) Approve the five intergovernmental agreements as presented
 - 2) Deny the agreements
 - 3) Commission-defined alternative
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RECOMMENDED SAMPLE MOTION: Motion to approve the Northeast Georgia Regional Radio Network intergovernmental agreements with Alto, Baldwin, Demorest, Mount Airy, and Tallulah Falls, and authorize the Chairman and County Clerk to execute the agreements and related documents.

DEPARTMENT: Emergency Management / E-911

Prepared by: Brandalin Carnes, County Clerk

Director: _____

ADMINISTRATIVE

COMMENTS: _____

_____ **DATE:** _____

County Manager

**STATE OF GEORGIA
HABERSHAM COUNTY**

**NORTHEAST GEORGIA REGIONAL RADIO NETWORK
INTERGOVERNMENTAL AGREEMENT
TOWN OF ALTO GEORGIA**

An intergovernmental agreement permitting the use of Habersham County's Northeast Georgia Regional Radio Network by the Town of Alto, Georgia for public safety and public service radio communication.

This Agreement is entered into as of the date of the last signature hereto ("Effective Date") between Habersham County, Georgia, by and through the Habersham County Board of Commissioners, a body politic and corporate ("COUNTY"), with its principal offices at 130 Jacob's Way, Clarkesville Georgia 30523, and the Town of Alto, a municipal corporation organized under the laws of the State of Georgia acting by and through the Town Council of the Town of Alto, hereinafter referred to as ("USER"), with its principal offices at 186 Wade Street, Alto, Georgia 30510. This Agreement is created under the existing laws of the State of Georgia and the Federal Communications Commission (the "FCC").

WHEREAS, the COUNTY owns and maintains a Project-25 Phase II Public Safety 700/800 MHz trunked radio communications system [known as the Northeast Georgia Regional Radio Network ("NEGRRN" or "System")] that provides radio and data communications coverage for areas within the boundaries of Habersham County; and

WHEREAS, the USER desires to utilize the COUNTY's System for public safety radio communications; and

WHEREAS, the COUNTY's System will provide interagency radio communication between the COUNTY and USER; and

WHEREAS, Part 90 of the Federal Communications Commission Rules and Regulations promote the use of interagency interoperability; and

WHEREAS, the USER agrees to compensate the COUNTY for a portion of the operational cost of the System radios, infrastructure and terminal equipment beginning July 1, 2026, and in subsequent years as set forth as part of this Agreement; and

WHEREAS, the USER agrees to abide by the rules and regulations set forth by Part 90 of the Federal Communication Commission Rules and Regulations for public safety radio communications, specifically including the NEGRRN, User

Equipment and Encryption Key Management Plan attached hereto as Exhibit "A" and incorporated herein by reference thereto; and

WHEREAS, units of local government are authorized and encouraged to enter into intergovernmental cooperation agreements pursuant to Article IX, Section III, Paragraph I of the Georgia Constitution; and

WHEREAS, the COUNTY and the USER have determined that it is in the best interests of their respective residents and taxpayers to execute this Agreement.

NOW, THEREFORE, BE IT RESOLVED, both parties agree that the above and foregoing recitals are incorporated by reference as if fully set forth herein and further agree herein as follows:

AGREEMENT

1. Use of the System

USER wishes to utilize the NEGRN for its public safety radio communications coverage and to establish interagency communication with the COUNTY and any other agency with similar agreement. USER agrees to utilize the system in accordance with the rules and regulations of the FCC, the COUNTY (including the NEGRN, User Equipment and Encryption Key Management Plan attached hereto), and the State of Georgia and will operate the System in a professional manner and only for USER's official business purposes. The COUNTY will not be responsible for additional coverage requirements as the USER's needs may grow, but will allow the USER to purchase, at the USER's expense, additional infrastructure to increase the USER's indoor coverage to designated critical facilities or buildings (e.g., distributed antenna system, bi-directional amplifier, and satellite receiver site) to the extent that such is reasonably available as determined by the County pursuant to paragraph 3.1 hereof.

2. Equipment Requirements

2.1 USER shall purchase equipment, at the USER's expense, which will allow access to the COUNTY's System. The USER shall only utilize portables, mobiles, control stations, MDTs, and accessories that meet the specifications established for the System. All USER radios must be capable of being disabled remotely by the COUNTY. USER shall be solely responsible for purchasing equipment appropriate and necessary for its purposes and shall be responsible for determining whether its equipment will be operational on the COUNTY's System. Any incompatibility of equipment obtained by USER will be at USER'S sole risk, responsibility and expense.

2.2 The COUNTY may voluntarily make upgrades or other changes to the COUNTY's System and will have the sole discretion to update or change the system, subject to the

following: 1) a good faith duty to discuss with USER, at least 90 days prior to enactment of any changes or

upgrades contemplated by this section, the reason, nature, and costs thereof; and 2) no upgrade or change shall violate the terms of this Agreement so long as it remains in full force and effect.

3. System Access

3.1 USER may request additional subscriber units by making formal application with supporting documentation of need to the Habersham County Emergency Management Agency ("EMA") Director or designee. The EMA Director or designee, in reviewing an application, will take into account system loading, airtime usage, and number of System buses, and will make a decision based on maintaining the efficiency of the COUNTY's System for all users.

3.2 USER guarantees that all persons operating subscriber units will be adequately trained in the use of the radio system. USER further guarantees that all operators will comply with all federal, state, and county laws, codes, regulations and ordinances. Alleged violations of any applicable law will be reviewed by the EMA Director after providing written notice of the alleged violation to the USER, and providing an evidentiary hearing meeting due process standards, and following due process hearings. Upon finding that a violation has occurred, the EMA Director or designee shall have the authority to remove a unit(s) from the System, place the USER on probation or take other reasonable action. Persistent violations or misuse of the System may result in the USER being removed entirely from the System. The removal of a USER from the System may be initiated by: 1) the Habersham County EMA Director; or 2) USER, in the event that USER desires to leave the System and provide its own public safety radio communications system upon termination of this Agreement.

4. Infrastructure Usage Fees and Terms

USER will pay the COUNTY an operational fee ("Usage Fee"), which is to be paid in accordance with the payment procedure set out upon Exhibit "B". The Usage Fees for USER's access and use of the System are set forth in attached Exhibit "C" entitled Habersham County NEGRN Inter-Agency Agreement Fee Schedule ("Fee Schedule"). Usage Fees will be calculated based on the number of subscriber units accessible to USER for the year. March of every year the User count will be completed to determine the usage fee total. The Usage Fees may adjust from year to year in accordance with the Cash Flow Analysis attached hereto as Exhibit "D". Notice of any adjusted Usage Fee will be furnished at least 60 days prior to billing. COUNTY will also furnish USER with an annual budget projection for the upcoming fiscal year by June 1 of each year this Agreement is in effect. Both parties agree to the amounts set forth in the Fee Schedule (Exhibit "C") for the initial billing cycle. USER agrees to pay the fees listed in the Fee Schedule within 60 days of billing. Failure to timely pay may

result in termination of the within Agreement. The billing cycle will be for 12 months of subscriber use. Billing will be scheduled each year on the last week of May. The billing total will be calculated to include the previous 10 months and the forecast for the next two months. The COUNTY shall bill the USER on an annual basis at least 60 days before the due date.

5. System Upgrades and Expansion

COUNTY shall, schedule periodic meetings with all participating parties on system status and future growth that could affect per radio pricing. When or if system upgrades and expansion are required the county will implement an extended notice period, provide a detailed presentation outlining the necessity and timing, opportunity for municipal input outside periodic meeting, and a flexible implementation timeline that can be adjusted by mutual agreement

6. License

COUNTY shall, as part of this Agreement, hold and maintain a valid Federal Communications Commission license to operate the Habersham County System. USER agrees to operate under and comply with all specifications, limitations, requirements, and conditions of the COUNTY's license. USER agrees that the COUNTY's System Administrator shall monitor all communication on the System to ensure compliance with Part 90 of Title 47 the Code of Federal Regulations (Private Land Mobile Radio Services). After an evidentiary hearing meeting due process standards, should misconduct be determined to have occurred, then the Administrator reserves the right to rectify any misconduct constituting a violation of Part 90 of the Code of Federal Regulations so as not to jeopardize the COUNTY's FCC license. USER agrees that the exercise of a remedy for any such misconduct rests entirely within the discretion of the Administrator. USER also agrees and understands that said remedies may include an immediate cessation of service.

7. Non-interference

USER agrees and warrants that its use of the Habersham County NEGRN will not cause interference to or with other users of the System. USER also agrees not to install any infrastructure that will cause coverage interference to the System. Any equipment, devices or subscriber units which may cause interference on the COUNTY's System shall be immediately taken out of service and repaired by USER. USER will be responsible for all repair costs and for any damages or consequences arising out of such problematic device, equipment or unit.

8. Term; Termination

8.1 This Agreement will commence upon the Effective Date and continue until June 30, 2027 (the "initial term"). At the expiration of the initial term this Agreement will automatically renew for consecutive one-year terms until terminated by either party by providing at least 30

days written notice to the other party prior to the commencement of any subsequent renewal term.

8.2 Additionally, either party shall have an absolute right to terminate this agreement without cause upon 60 days written notice to the other. This provision shall survive the termination of this Agreement.

8.3 Additionally, in the event full payment of fees due to the County under this Agreement have not been received by the County within sixty (60) days of the date payment is due, The County will notify the city of delinquent fees. If the fees are not received within sixty (30) days of the delinquency notice, The County will have the right to terminate this Agreement and disable all city subscribers on NEGRN. Once delinquent fees are received The County will reactivate all city subscribers on NEGRN. Exceptions for termination by default for non-payment include natural disaster, strikes, or government acts.

9. Warranties and Indemnification

9.1 EXCEPT AS SET FORTH ABOVE, COUNTY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. In no event shall COUNTY be liable to USER or any other party for any indirect, incidental, special or consequential damages, attributed to any malfunction of the System, regardless of the cause of action arising out of or in connection with a party's performance under this Agreement, even if a party has been advised of the possibility of such damages. The parties waive any claims for punitive or exemplary damages arising out of this Agreement. Either party's liability for claims brought under this Agreement or relating to users of the System, regardless of the form or cause of action, will be limited to direct damages, which will not exceed the amounts paid hereunder. Any legal action arising from or in connection with any defect or failure in the performance or nonperformance of any service provided by COUNTY, must be brought within one year after the event giving rise to such action. THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

9.2 USER agrees to defend themselves in any actions or disputes brought against the USER in connection with or as the result of this Agreement and agrees to defend, indemnify and hold COUNTY harmless and free from liability of any kind whatsoever resulting from the acts or conduct of the USER, its agents or representatives, or employees in the performance of this Agreement or in the furtherance thereof to the extent allowed by Georgia law.

9.3 COUNTY agrees to defend themselves in any actions or disputes brought against the COUNTY in connection with or as the result of this Agreement and agrees to defend, indemnify and hold USER harmless and free from any liability whatsoever resulting from the acts or conduct of the COUNTY, its agents and representatives, or employees in the performance of this Agreement or in the furtherance thereof.

10. Notices

Notices given by one party to the other under this Agreement will be in writing and will be delivered personally, sent by express delivery service, certified mail or first class U.S. mail postage prepaid and addressed to the respective parties as follows:

For County: Habersham County
Board of Commissioners
130 Jacob's Way
Clarkesville, Georgia 30523

For Town: Town of Alto
P. O. Box 215
Alto, Georgia 30510

or to such other address as either party designates by proper notice. Notices will be deemed given as of the earlier of a) the date of actual receipt, b) the next business day when notice is sent via express mail or personal delivery or c) three days after mailing in the case of first class or certified U.S. mail.

11. Assignment

Neither party will assign any right or obligation under this Agreement without the other party's prior written consent. Any attempted assignment will be void.

12. Force Majeure

Neither party, nor their respective employees or agents, will be liable in any way for delays, failure in performance, loss or damage due to any force majeure conditions including, but not limited to, labor strikes or labor disputes, acts of God, civil riot, restrictions by government authority, and any other causes beyond that party's reasonable control.

13. General

(a) Failure of either party to insist on performance of any term or condition of this Agreement or to exercise any right hereunder will not be construed as a continuing or future waiver of such term, condition, right or privilege.

(b) No third party shall have any rights under this Agreement as a third-party beneficiary.

(c) The parties represent that they have all requisite authority (corporate and otherwise) to enter into and perform the obligations under this Agreement.

(d) The rights and remedies set forth in this Agreement shall be the exclusive remedies, regardless of the cause of action, for the breach of this Agreement.

(e) Each party shall comply with all federal, state and local laws, rules and regulations applicable to its performance under this Agreement.

(f) If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a mutually agreeable valid and enforceable provision which so far as possible achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

14. Entire Agreement

This Agreement and the exhibits referred to herein, which are incorporated herein by this reference, constitute the entire agreement between the parties with respect to the subject matter hereof superseding all previous understandings and communications, oral and written, between the parties. This Agreement may not be modified, except by an instrument in writing signed by a duly authorized representative of each of the parties. The terms of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any invoice, purchase order or any other such document subsequently submitted by either party hereunder.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative as of the date of the last signature below.

Date: _____

HABERSHAM COUNTY, GEORGIA

Attest:

Brandalin Carnes
County Clerk

Chairman Bruce Harkness
Habersham County Board of Commissioners

Date: 8-11-2026

TOWN OF ALTO, GEORGIA

Attest:

Penny Rogers
Penny Rogers, Town Clerk

Gail Armour
Gail Armour, Mayor



EXHIBIT "A"

Northeast Georgia Regional Radio Network Communications System, User Equipment, and Encryption Key Management Plan

Habersham County has lawfully established a Public Safety Communications System to provide Land Mobile Radio Communications to local emergency responders throughout the county. It has been determined that public safety communications can be more efficiently carried out thorough consolidation of the infrastructure, frequencies, equipment, and overall backbone of the public safety communication system. Habersham County Emergency Management and 911 are responsible for public safety communications, dispatching all emergency responders throughout Habersham County.

1. Definitions and Terms

"Agency Head" means the designated administrator for each agency with a signed user agreement.

"BOCC" means the Habersham Board of County Commissioners

"Certificate of Authority (CA)" means an approved end user agency on the System

"Digital Certificate" means a protected encrypted key used by the management team to authorize/activate encryption on a user radio.

"EMA Director" means the Habersham County Emergency Management Director.

"Franklin" means Franklin County.

"Habersham" means Habersham County.

"Management Plan" means the NEGRRN Communications System, User Equipment and Encryption Key Management Plan.

"Management Team" means a team developed by the County that will include the Radio System Administrator and subcontractors managing the Habersham County Communications System.

"NEGRRN" means the Northeast Georgia Regional Radio Network.

"Public Safety Communications System (System)" means a lawfully established public safety communications system to provide land mobile radio communications to the local emergency responders throughout Habersham County.

"Radio System Administrator" means the Habersham County employee designated to manage the two-way radio system.

“Talk Groups” means a virtual channel that allows specific groups of users to communicate independently within a shared network.

2. Consolidation of System

The NEGRN shall be hosted and maintained by Habersham. The County will own all equipment required to maintain the infrastructure of the Core Communications System. Any end user subscriber devices included on the system shall be the responsibility of the end user agency. Any additional infrastructure added to the system for the purpose of extending coverage for end users shall be the responsibility of the end user agency after approval by the EMA Director.

2.1. Authority for operations

2.1.1. All radios and devices used on the Northeast Georgia Regional Radio Network must be owned and controlled by a government agency or commercial business with approved access to the Communications System. At no time will a device owned by a private individual be allowed. It is the responsibility of the owning agency to maintain control of assigned radios and devices.

2.1.2. Each agency shall be responsible for their agency’s operations on the Northeast Georgia Regional Radio Network.

2.1.3. The Radio System Administrator shall be responsible for the day-to-day radio infrastructure operations and System maintenance, which shall, except as otherwise expressly provided in this plan, be controlled by the policies and procedures of Habersham, which shall be amended to accommodate the unique tactical and operational protocols of all participating agencies.

2.1.4. Habersham’s Emergency Management Agency, in conjunction with the BOCC, shall establish standard radio user guidelines and procedures.

2.2. Incorporation of Services protocols

The agency(s) will continue to maintain complete control over their respective operations, and nothing contained herein shall be deemed to transfer or relinquish that control to any other entity or party to this plan.

2.3. Management Team Role

- 2.3.1. Habersham through the Radio System Administrator will provide day-to-day system management.
- 2.3.2. The System Management Team will provide System maintenance, System reports, fleet map and user profile management, LMR subscriber unit research and recommendations as well as a day-to-day user radio programming.
- 2.3.3. The Management Team will utilize contractors or other subject matter experts to facilitate management of the system as needed.

3. Communications System Infrastructure

- 3.1. System design is detailed in the "As built plans" provided by Communications International.
- 3.2. Any entry to System shelters, buildings, or equipment rooms shall be logged by the Habersham 911 Dispatch Center (Dispatch). All initial entries and final exits shall be called into Dispatch to be logged. When notifying Dispatch, the caller must state their name, company of employment, and immediate contact number when entering the shelters, buildings, or equipment rooms.

4. User/Subscriber Radios- Minimum operational characteristics

Any subscriber radio accessing the Northeast Georgia Regional Radio Network must have the following minimum capabilities and be authorized by the Radio System Administrator. All radios on the system must meet the requirements in this section. All radios operating in phase 1 FDMA mode must operate in phase 2 TDMA mode and be configured for Multi-Key AES encryption by the original date of connection to the System.

- 4.1. Must be P25 capable of meeting FCC Part 90 and all FCC rules.
- 4.2. All radio equipment must comply with APCO recommendations and EIA/TIA standards for Project-25 Phase I & II. Public Safety 700/800 MHz trunked radio systems.
- 4.3. Must be Phase II TDMA enabled.
- 4.4. Must be federally approved AES-256 multi-key encryption capable.

- 4.5. Non-public safety users may request a permanent exemption from encryption capabilities. The request must be submitted to the Radio System Administrator for approval.
- 4.6. Any temporary radio use, such as use on unencrypted event channels, may be exempt from required encryption capabilities, but requires approval from the Radio System Administrator.
- 4.7. The Radio System Administrator has the authority to disable any radio on the system. Killing or stunning the radio may be used as a last resort to remove radios from destructive operations.
- 4.8. The system fleet map will provide “event” Talk Groups (event for non-public safety and event for public safety) to allow simultaneous incidents to occur and be managed separately. There are also two unencrypted mutual aid Talk Groups provided that may be used by neighboring agencies to communicate with Habersham.
- 4.9. All public safety agencies joining the NEGRRN must include the following as part of their programming fleet map to ensure communications across all agencies and communities in Habersham.
 - 4.9.1. The “event 3” and “event 4” talk groups will be unencrypted.
 - 4.9.2. All agencies, regardless of public safety status, will be required to have the “event” Talk Groups provided in all system devices.
 - 4.9.3. All police, fire, and EMS agencies will have the two unencrypted mutual aid Talk Groups.
 - 4.9.4. The standard encryption key will only be changed upon direction of the Radio System Administrator and the System committee.
 - 4.9.5. Any change in encryption keys will be initiated by the user agency, reviewed by the Management Team and authorized by the Radio System Administrator and System committee.
- 4.10. The system may have an individual or a combined dispatch talk group.
 - 4.10.1. If an individual requests that this talk group will have a “Public” in nature status, it will become open to monitoring by scanners. If no standard encryption is used, it will be available to the public.
 - 4.10.2. Public Talk Groups will be at the discretion of the BOCC.

4.11. After the initial system deployment, subscriber devices capable of only a single key encryption or that do not otherwise meet the technical requirements hereof are subject to the following requirements.

4.11.1. Any exemption must be submitted to the Radio System Administrator for review and approval by the Management team.

4.11.2. If an exemption to the subscriber radio minimum requirements is granted by the Management Team, these additional subscriber radios must be upgraded to Phase II and multi-key encryption capable operations within 12 months of obtaining a system ID.

4.11.3. If devices cannot be acquired by the end of this 12-month period, that agency must resubmit its request for an exemption for use on the NEGRRN.

5. New Users and Devices

5.1. All devices on the NEGRRN must be owned by an agency as stated in section 2.1.1.

5.2. Each new system user must complete and submit a signed agreement to the Radio System Administrator. The Management Team will review and research system capabilities, coverage, fleet map and user IDs.

5.3. The Radio System Administrator will provide final review of the agreement.

5.4. Subscriber radios other than those purchased through the Habersham radio contract must be approved prior to issuing a radio ID on the system.

6. General Radio Programming and Installation Standards

6.1. The Management Team will be responsible for the development of radio programming templates, fleet map, talk groups and profiles associated with the creation of programming files and programming of all radios.

6.2. Subscriber programming shall only be done by an authorized member of the Management Team or authorized vendor as defined in section 7.1.

6.3. Prior to the programming and distribution/installation of all equipment a template review, one each per radio template, shall be submitted to the Radio System Administrator for review and approval.

6.4. It is the responsibility of the Radio System Administrator to ensure that all available state and local interoperability Talk Groups are included in the programming templates, as appropriate.

6.5. This review and approval shall be completed within 20 business days of the submission of the radios.

- 6.6. Each agency shall be responsible for programming costs. Radios purchased under the L3 Harris contract will be programmed the initial two times as provided in the contract.
- 6.7. The first programming activity will be prior to the initial deployment; the second programming activity will be after radio deployment and operational use.
- 6.8. For radios ordered on the Communications International contract the Management Team will:
 - 6.8.1. coordinate the initial ordering, delivery, and inventory of all required subscriber equipment.
 - 6.8.2. supervise template development and programming activities.
 - 6.8.3. assist in coordinating mobile radio, mobile charger, and control station installations.
 - 6.8.4. assist agencies when trying to resolve programming and/or installation issues, coordinate user training.
- 6.9. A master list of all equipment, serial numbers with associated user IDs will be maintained by the Radio System Administrator. Any authorized shops will provide the Management Team with all required information.

7. Radio Programming Management

- 7.1. All programming will be done by an authorized service shop (or allocated Habersham personnel) with a signed agreement between that programmer/ shop and Habersham.
- 7.2. Any requested or utilized Talk Group or channel used in the radio must have an agreement from the agency owning that Talk Group or channel. This agreement must specifically authorize the receiving agency to add the Talk Group or channel to be programmed in the radio. This request should be submitted by the department head with an official memo or email.
- 7.3. Any new or updated Alias request for radio ID must be submitted by the requesting department head to the Radio System Administrator and the Management Team with an official memo or email.
- 7.4. Alias naming is the prerogative of the owning agency. However, it must follow standard structure.
 - 7.4.1. The change of a radio user also requires an updated alias associated with that new user.
 - 7.4.2. All Alias information (whether new or an update) must be submitted to the Radio System Administrator and Management Team, which will disseminate that new Alias to the communications supervisor to be updated

within the system, when and if approved.

7.4.3. All requests will be emailed to Habersham County Radio System Administrator and Management Team.

7.4.4. Naming of Talk Groups, and their Aliases, are also at the discretion of the owning agency. Talk Groups must be submitted in three formats:

7.4.4.1. One format containing seven or fewer characters. (Example: ABCdeFg)

7.4.4.2. A second format containing 11 or fewer characters. (Example: MF PD Disp)

7.4.4.3. A third format that is a fully-named description of that Talk Group (Example: Habersham County Fire Department Dispatch)

8. Fleet map and Programming Management Definitions

8.1. It should be noted that radio vendors utilize terminology that may overlap and apply to different items between the vendors. An example of this is with the word “Personality”.

8.1.1. In an L3Harris radio, a personality is defined as the overall programming for the radio. A profile is defined as an individual agency’s program configuration, which may join other agencies with a single radio.

8.1.2. For a Motorola Solutions radio, a code plug is defined as the overall programming for the entire radio. A personality is an individual agency’s program configuration, which may join other agencies within a single radio. Therefore, the code plug may consist of multiple personalities¹.

9. Encryption

9.1. Encryption Key Management Overview

If not done properly, Encryption Key Management can lead to compromise and disclosure of private keys plus compromise of the data. Users may understand it’s important to encrypt electronic communications, but they may not be familiar with minimum standards for the protection of encryption keys.

9.2. Purpose

¹ It should be noted that for Motorola Radios revision control includes deleting code plugs that are more than two revisions back.

This policy outlines the requirements for protecting encryption keys that are under the control of end users. These requirements are designed to prevent unauthorized disclosure and subsequent fraudulent use. The protection methods outlined will include operational and technical controls, such as key backup procedures, encryption under a separate key and use of tamper-resistant hardware.

10. Public Access to Private Information

10.1. Any radio or device that is programmed and authorized on the Northeast Georgia Regional Radio Network will not be utilized to provide information to public sources. All communications on the system are considered critical, private, and sensitive.

10.1.1. No communications data or voice communications on the Northeast Georgia Regional Radio Network will be made public through external websites, media sources, or any other entity without approval by the EMA Director.

10.1.2. No programming information or encryption keys will be provided to any agency, individual, or organization for radio equipment or devices without the written approval of the EMA Director and the Management Team.

10.1.3. Any radio equipment or device purchased or obtained for use on the Northeast Georgia Regional Radio Network will be owned by an agency authorized on the system. No individually-, privately-, or commercially-owned equipment is allowed without written authorization from the EMA Director and the Management Team.

11. Policy Compliance

11.1. Compliance

The Radio System Administrator and Management Team will verify compliance with this policy through various methods including, but not limited to, periodic walk-throughs, business tool reports, internal and external audits, and feedback to the EM Director.

11.1.1 Exceptions

Any exception to the policy must be approved by the Radio System Administrator and the Management Team in advance.

11.1.2 Non-Compliance

Upon notification of non-compliance, the Radio System Administrator and Management Team will research and report the violation to the EM Director. The Radio System Director will review the information and report it to the user's agency. In the event of an immediate threat to the system, the Radio System

Director can disable a user's access to the system.

12. Maintenance Responsibilities

To maintain the performance and reliability of the communications system it is vital that all equipment and user radios are in good repair and properly maintained.

12.1. Northeast Georgia Regional Radio Network

The Management Team is responsible for maintaining the communication sites including towers, buildings, transmitter equipment, microwave system, AC units, generators, and other ancillary equipment.

12.2. Users and Agencies

All radios and devices that are used on the communications system must meet the following maintenance guidelines.

12.2.1. Each radio must be kept in good repair when used on the system.

12.2.2. Each radio must have preventive maintenance performed on an annual basis or at intervals required by the equipment vendor.

12.2.3. Documentation must be provided to the Management Team to verify that each radio or equipment maintenance is current.

12.2.4. Failure to properly maintain radio equipment could result in the radio being disabled in the system.

13. Minimum Radio Technical Specifications

All radio equipment and devices purchased or obtained for use on the NEGRRN must meet the following specifications. Any deviations from these specifications must have written approval from the Radio System Administrator and the Management Team.

13.1. Mobile Radio Equipment

All proposed mobile radio equipment shall comply with APCO recommendations and EIA/ TIA standards for Project-25 Phase II, Public Safety 700/800 MHz trunked radio systems. The following minimum capabilities should exist:

13.1.1. Incorporate heavy-duty construction, weather-sealed enclosures and weather-sealed controls to meet Military Standard 810 C, D, E and F for water, shock, vibration, dust, humidity and high/low temperature performance.

13.1.2. Allow operations on Project-25 trunked and conventional (analog/Project-25) systems with priority scan of talk groups or channels.

13.1.3. Be capable of front ("dash") mount and rear mount ("split"), and dual control- head with single rear mount radio unit. Rear mount radios may require weatherproof control heads, speakers, microphones and other

accessories (specifically for fire operations or motorcycles).

- 13.1.4. Possess corporate electronic, alphanumeric displays (minimum of seven characters) to provide visual indication of system availability, channel/Talk Group/mode selection, incoming user ID and Emergency ID, call alerts, and operational status such as scan and channel busy.
- 13.1.5. EMERGENCY priority button required on mobile radio control panels to initiate an emergency priority call. This button, while required to be available, is not required to be programmed.
- 13.1.6. All proposed public safety mobile radios shall be capable of multi-key digital voice encryption, using P-25 Phase II vocoder technology and federally approved AES-256-bit encryption, to provide security during transmission and reception of sensitive communications. Any deviation from this encryption standard must be approved by the Management Team.
- 13.1.7. The mobile radio shall include a Transmit Time-Out Timer, set to 60 seconds, to warn the user of excessive transmission length. Time out timer should automatically disable the radio's transmitter after a predetermined period; thereby eliminating talk group/channel interference caused by either a defective speaker/microphone or PTT button.
- 13.1.8. Minimum Mobile Radio Electrical Specifications

Channel Capacity: 1024 Talk Groups

Talk Group Capacity: 16 Talk Groups per system/mode/zone

Primary Input Voltage: 11 to 16VDC, negative ground

Environmental: MIL-STD 810 C & D minimum for all users, with E & F additionally for public safety users, for shock, vibration, humidity and high/low temperature.

13.1.9. Mobile Transmitter Specifications

Frequency Range: 700/800 MHz RF

Output Impedance: 50 ohms

Output Power: Sufficient power to achieve required coverage but not less than 15 watts

Channel Spacing: 12.5/6.25 KHz

Modulation: 11K0F3E; 8K10F1E; 16K0F1E; 8K10F1D; 8K10F1W

Duty Cycle (EIA): Transmitter 20%

Mobile Receiver Specifications

Channel Spacing: 12.5/6.25 KHz

Sensitivity: 20dB SINAD, 0.35 microvolts - 5% BER 0.35 microvolts

Audio Output: 10 watts, no more than 3% distortion at 1KHz

Duty Cycle (EIA): Receiver 100%

13.2. Portable Radio Equipment

All proposed portable radio equipment must comply with APCO recommendations and EIA/ TIA standards for Project-25 Phase II, Public Safety 700/800 MHz trunked radio systems. The following minimum capabilities should exist:

- 13.2.1. Heavy duty construction and weather-sealed cases to meet Military Standards 810 D, E and F for shock, vibration, dust, humidity, high/low temperature and blowing rain. Additionally, must meet FM 3640 Certification and Class 1 Division 1 (for hazardous / explosive environments)
- 13.2.2. Allow operations on Project-25 trunked and/or conventional (analog/ Project-25) systems with priority scan of talk groups or channels.
- 13.2.3. Separate, top-mounted rotary controls with positive stops for Volume and Channel (Talk Group) selection.
- 13.2.4. Incorporate electronic, alphanumeric (minimum seven characters) display to provide visual indication of system availability, channel/talk group selected, incoming user ID, call alerts and operational status such as scan, transmit or low battery.
- 13.2.5. Non-protruding PUSH-TO-TALK switch, which would prevent accidental transmitter operation or damage to the switch caused by impact. The radio shall transmit a programmed user ID when the PUSH-TO-TALK is activated.
- 13.2.6. Protected EMERGENCY button to allow easy access when needed but incorporating an ergonomic design whereby the emergency function could not be accidentally activated.
- 13.2.7. Portable radios may have a "hot mic" feature that activates the radio's microphone when the EMERGENCY button is pushed (for a minimum of 10 seconds). Activation time shall be programmable.
- 13.2.8. The portable radio shall include a Transmit Time-Out Timer, set to 60 seconds, to warn the user that the radio may be transmitting longer than a predetermined time limit and then disable the transmitter.

13.2.9. All proposed public safety portable radios shall be capable of multi-key digital voice encryption, using P-25 Phase II vocoder technology and federally approved AES-256 bit encryption coding, to provide security during transmission and reception of sensitive communications.

13.2.10. User programmable audio alert in the event of loss of control channel.

13.2.11. Electrical Specifications

Channel capacity: 1024 Talk Groups

Talk Group Capacity: 16 per system/mode/zone

Shock, Vibration, Humidity: Shall meet or exceed MIL STD 810 C, D, E and for high/low temperature and blowing rain.

Frequency Range: 700/800 MHz minimum

13.2.12. Portable Radio Transmitter Specifications

RF Output Impedance: Sufficient power to achieve required coverage, but not less than 2.5 watts

Modulation: 11K0F3E;8K10F1E;16K0F3E;
8K10F1D;8K10F1W

13.2.13. Portable Radio Receiver Specifications

Channel Spacing: 12.5/6.25 KHz

Sensitivity: 20 dB Quieting 0.35 microvolts - 5%
BER 0.35 microvolts

13.3. Control Station / Interop Radio Equipment

A Control Station is defined as a mobile radio configured for indoor, desktop use. It shall include a mounting base (with integral speaker, if required), base station microphone, AC power supply, and external antenna.

All proposed Control Station equipment must comply with APCO recommendation and EIA/ TIA standards for Project-25 Phase II, Public Safety 700/800 MHz trunked radio systems. The following minimum capabilities should exist:

13.3.1. Available either as integrated 120V AC-powered desktop package or a remotely located, AC-powered radio package with separate "handset" type of desktop control unit.

13.3.2. Control stations and control units shall have optional provision to operate from a standby 12V DC source (battery) upon failure of AC power.

- 13.3.3. Capable of local and remote-control operation (accessory connector).
- 13.3.4. Allow operations on Project-25 Phase II trunked and conventional (analog/Project-25) systems with priority scan of talk groups or channels.
- 13.3.5. All proposed public safety control stations shall be capable of multi-key digital voice encryption, using P-25 Phase II vocoder technology and federally approved AES-256 bit encryption coding, to provide security during transmission and reception of sensitive communications
- 13.3.6. Incorporate electronic, alphanumeric displays (minimum of seven characters) to provide visual indication of system availability, channel/talk group selection, incoming user ID and Emergency ID, call alerts and operational status such as scan and channel busy.
- 13.3.7. The Control Station shall include a Transmit Time-Out Timer, set to 60 Seconds, to warn the user that the radio may be transmitting longer than a predetermined time limit and then disable the transmitter.
- 13.3.8. Control Station radios shall provide a contact closure/open collector output connection that activates when a "page alert" is received.
- 13.3.9. Control Station packaging shall incorporate sufficient electro-magnetic shielding of radio and power supply components to allow multiple control stations to be located at the same site without causing unit-to-unit interference.
- 13.3.10. Control Stations shall be installed with exterior antennas of a type and gain rating sufficient to provide acceptable operation. Interior "mag mount" antennas shall not be used without specific approval from Management Team.
- 13.3.11. Control Station specifications will be the same as the Mobile Radio specifications listed in section 13.1.

14. Revision History Requirements

All revisions made to this document after the published date will be documented in this section. All revisions will be made and documented by the EMA Director and the Management Team. The documented information will include the following:

- The date of the revision.
- The section number that contains the revision.
- And a summary and information pertaining to the revision.

14.1. Revision Document History

15. Authorized and Preferred Maintenance Shops

The following radio service shops are approved to provide maintenance to all radios on the Northeast Georgia Regional Radio Network.

Communications International:	Radio Manufacture: L3/Harris
Mobile Communications America	Radio Manufacture: Motorola Solutions

EXHIBIT "B"

Infrastructure Usage Fees Payment Procedure

Invoices for NEGRRN usage fees are to be paid by check to **Habersham County Board of Commissioners** and mailed to **130 Jacob's Way, Suite 302, Clarkesville, GA 30523**.

For questions on payment, please reach out to the department below.

Habersham County Finance Department

Accounts Receivable

Office: 706-839-0212

For questions, on usage fees and total counts reach out to contact below.

EMA/E911

Tom Priddy

Radio System Administrator

Office: 706-839-0593

Email: tpriddy@habershamga.com

EXHIBIT "C"

City of ALTO Pay Schedule Monthly or Annually

[illegible]

radios total	10	10	10	10	10	10	10	10	10	10	10	10	10
per radio	80.79	80.79	80.79	80.79	80.79	80.79	80.79	969.49	80.79	80.79	80.79	80.79	80.79
per month	\$807.90	\$807.90	\$807.90	\$807.90	\$807.90	\$807.90	\$807.90	\$9,694.90	\$807.90	\$807.90	\$807.90	\$807.90	\$807.90
Year	2038												
Month	January	February	March	April	May	June	Annual	July	August	September	October	November	December
radios total	10	10	10	10	10	10	10	10	10	10	10	10	10
per radio	80.79	80.79	80.79	80.79	80.79	80.79	969.49	80.79	80.79	80.79	80.79	80.79	80.79
per month	\$807.90	\$807.90	\$807.90	\$807.90	\$807.90	\$807.90	\$9,694.90	\$807.90	\$807.90	\$807.90	\$807.90	\$807.90	\$807.90
Year	2039												
Month	January	February	March	April	May	June	Annual	July	August	September	October	November	December
radios total	10	10	10	10	10	10	10	10	10	10	10	10	10
per radio	80.79	80.79	80.79	80.79	80.79	80.79	969.49	80.79	80.79	80.79	80.79	80.79	80.79
per month	\$807.90	\$807.90	\$807.90	\$807.90	\$807.90	\$807.90	\$9,694.90	\$807.90	\$807.90	\$807.90	\$807.90	\$807.90	\$807.90
Year	2040												
Month	January	February	March	April	May	June	Annual	July	August	September	October	November	December
radios total	10	10	10	10	10	10	10	10	10	10	10	10	10
per radio	80.79	80.79	80.79	80.79	80.79	80.79	969.49	80.79	80.79	80.79	80.79	80.79	80.79
per month	\$807.90	\$807.90	\$807.90	\$807.90	\$807.90	\$807.90	\$9,694.90	\$807.90	\$807.90	\$807.90	\$807.90	\$807.90	\$807.90
Year	2041												
Month	January	February	March	April	May	June	Annual	July	August	September	October	November	December
radios total	10	10	10	10	10	10	10	10	10				
per radio	80.79	80.79	80.79	80.79	80.79	80.79	969.49	80.79	80.79				
per month	\$807.90	\$807.90	\$807.90	\$807.90	\$807.90	\$807.90	\$9,694.90	\$807.90	\$807.90				

*This only includes radio count totals for maintenance/access. Fees can increase with the addition of mobile app users.

EXHIBIT “D”

Radio System Cash Flow
May 14, 2026

	15 year	Avg Per Year	Per Radio
System Maintenance Total Cost (15 years)	\$ 7,750,623.70	\$ 516,708.25	\$ 630.90
Radio Systems Administrator	\$ 1,380,000.00	\$ 92,000.00	\$ 112.33
Site Leases	\$ 579,483.00	\$ 38,632.20	\$ 47.17
Total Radio Maintenance Cost	\$ 933,660.00	\$ 62,244.00	\$ 76.00
Total 15 year Maintenance Cost	\$ 10,643,766.70	\$ 709,584.45	\$ 866.40

Number of Units

819

REVENUES																	
Charges Per Subscriber	# Radios	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	TOTAL
Habersham County	405	358,779	358,779	358,779	358,779	358,779	358,779	358,779	358,779	358,779	358,779	358,779	358,779	358,779	358,779	358,779	5,381,680
Alto	10	8,859	8,859	8,859	8,859	8,859	8,859	8,859	8,859	8,859	8,859	8,859	8,859	8,859	8,859	8,859	132,881
Baldwin	48	42,522	42,522	42,522	42,522	42,522	42,522	42,522	42,522	42,522	42,522	42,522	42,522	42,522	42,522	42,522	637,829
Clarkeville	47	41,636	41,636	41,636	41,636	41,636	41,636	41,636	41,636	41,636	41,636	41,636	41,636	41,636	41,636	41,636	624,541
Cornelia	77	68,212	68,212	68,212	68,212	68,212	68,212	68,212	68,212	68,212	68,212	68,212	68,212	68,212	68,212	68,212	1,023,184
Demorest	16	14,174	14,174	14,174	14,174	14,174	14,174	14,174	14,174	14,174	14,174	14,174	14,174	14,174	14,174	14,174	212,610
Mt Airy	4	3,543	3,543	3,543	3,543	3,543	3,543	3,543	3,543	3,543	3,543	3,543	3,543	3,543	3,543	3,543	53,152
Tallulah Falls	21	18,603	18,603	18,603	18,603	18,603	18,603	18,603	18,603	18,603	18,603	18,603	18,603	18,603	18,603	18,603	279,050
Piedmont University	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
NG Tech	5	4,429	4,429	4,429	4,429	4,429	4,429	4,429	4,429	4,429	4,429	4,429	4,429	4,429	4,429	4,429	66,440
School Board	186	164,772	164,772	164,772	164,772	164,772	164,772	164,772	164,772	164,772	164,772	164,772	164,772	164,772	164,772	164,772	2,471,586
10,643,766.70 885.87	819	725,530	725,530	725,530	725,530	725,530	725,530	725,530	725,530	725,530	725,530	725,530	725,530	725,530	725,530	725,530	10,882,952
EXPENDITURES																	
Contract Cost	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	TOTAL	
System Maintenance	7,750,624	-	-	-	407,670	418,267	667,198	490,116	451,939	1,728,630	476,049	507,711	784,566	507,796	521,297	789,384	7,750,624
Radio Sys Administrator	1,230,000	\$ 89,500.00	\$ 89,500.00	\$ 89,500.00	\$ 89,500.00	\$ 89,500.00	\$ 89,500.00	\$ 89,500.00	\$ 89,500.00	\$ 89,500.00	\$ 89,500.00	\$ 89,500.00	\$ 89,500.00	\$ 89,500.00	\$ 89,500.00	\$ 89,500.00	1,342,500
Terminal/Radio Maint.	933,660	-	-	-	-	-	86,598	86,598	86,598	86,598	86,598	94,890	94,890	94,890	94,890	94,890	907,440
\$76 per Radio 15 yrs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Site Leases	\$ 579,483.00	\$ 38,632.20	\$ 38,632.20	\$ 38,632.20	\$ 38,632.20	\$ 38,632.20	\$ 38,632.20	\$ 38,632.20	\$ 38,632.20	\$ 38,632.20	\$ 38,632.20	\$ 38,632.20	\$ 38,632.20	\$ 38,632.20	\$ 38,632.20	\$ 38,632.20	579,483.00
Total Expenditures	10,493,767	128,132	128,132	128,132	535,802	546,399	881,928	704,846	666,669	1,943,360	690,779	730,733	1,007,590	730,818	744,319	1,012,406	10,580,047
TOTAL BY YEAR	597,398	597,398	597,398	189,728	179,131	(198,398)	20,684	58,861	(1,217,838)	34,751	(5,203)	(282,069)	(5,205)	(18,789)	(286,876)	302,905.77	
CUMULATIVE TOTAL	597,398	1,194,796	1,792,194	1,981,922	2,161,053	2,004,655	2,025,339	2,084,200	866,370	901,121	895,918	613,858	608,570	589,782	302,906	302,905.77	

**STATE OF GEORGIA
HABERSHAM COUNTY**

**NORTHEAST GEORGIA REGIONAL RADIO NETWORK
INTERGOVERNMENTAL AGREEMENT
CITY OF BALDWIN, GEORGIA**

An intergovernmental agreement permitting the use of Habersham County's Northeast Georgia Regional Radio Network by the City of Baldwin, Georgia for public safety and public service radio communication.

This Agreement is entered into as of the date of the last signature hereto ("Effective Date") between Habersham County, Georgia, by and through the Habersham County Board of Commissioners, a body politic and corporate ("COUNTY"), with its principal offices at 130 Jacob's Way, Clarkesville Georgia 30523, and the City of Baldwin, a municipal corporation organized under the laws of the State of Georgia acting by and through the City Council of the City of Baldwin, hereinafter referred to as ("USER"), with its principal offices at 186 U.S. 441, Baldwin, Georgia 30511. This Agreement is created under the existing laws of the State of Georgia and the Federal Communications Commission (the "FCC").

WHEREAS, the COUNTY owns and maintains a Project-25 Phase II Public Safety 700/800 MHz trunked radio communications system [known as the Northeast Georgia Regional Radio Network ("NEGRRN" or "System")] that provides radio and data communications coverage for areas within the boundaries of Habersham County; and

WHEREAS, the USER desires to utilize the COUNTY's System for public safety radio communications; and

WHEREAS, the COUNTY's System will provide interagency radio communication between the COUNTY and USER; and

WHEREAS, Part 90 of the Federal Communications Commission Rules and Regulations promote the use of interagency interoperability; and

WHEREAS, the USER agrees to compensate the COUNTY for a portion of the operational cost of the System radios, infrastructure and terminal equipment beginning July 1, 2026, and in subsequent years as set forth as part of this Agreement; and

WHEREAS, the USER agrees to abide by the rules and regulations set forth by Part 90 of the Federal Communication Commission Rules and Regulations for public safety radio communications, specifically including the NEGRRN, User

Equipment and Encryption Key Management Plan attached hereto as Exhibit "A" and incorporated herein by reference thereto; and

WHEREAS, units of local government are authorized and encouraged to enter into intergovernmental cooperation agreements pursuant to Article IX, Section III, Paragraph I of the Georgia Constitution; and

WHEREAS, the COUNTY and the USER have determined that it is in the best interests of their respective residents and taxpayers to execute this Agreement.

NOW, THEREFORE, BE IT RESOLVED, both parties agree that the above and foregoing recitals are incorporated by reference as if fully set forth herein and further agree herein as follows:

AGREEMENT

1. Use of the System

USER wishes to utilize the NEGRRN for its public safety radio communications coverage and to establish interagency communication with the COUNTY and any other agency with similar agreement. USER agrees to utilize the system in accordance with the rules and regulations of the FCC, the COUNTY (including the NEGRRN, User Equipment and Encryption Key Management Plan attached hereto), and the State of Georgia and will operate the System in a professional manner and only for USER's official business purposes. The COUNTY will not be responsible for additional coverage requirements as the USER's needs may grow, but will allow the USER to purchase, at the USER's expense, additional infrastructure to increase the USER's indoor coverage to designated critical facilities or buildings (e.g., distributed antenna system, bi-directional amplifier, and satellite receiver site) to the extent that such is reasonably available as determined by the County pursuant to paragraph 3.1 hereof.

2. Equipment Requirements

2.1 USER shall purchase equipment, at the USER's expense, which will allow access to the COUNTY's System. The USER shall only utilize portables, mobiles, control stations, MDTs, and accessories that meet the specifications established for the System. All USER radios must be capable of being disabled remotely by the COUNTY. USER shall be solely responsible for purchasing equipment appropriate and necessary for its purposes and shall be responsible for determining whether its equipment will be operational on the COUNTY's System. Any incompatibility of equipment obtained by USER will be at USER'S sole risk, responsibility and expense.

2.2 The COUNTY may voluntarily make upgrades or other changes to the COUNTY's System and will have the sole discretion to update or change the system, subject to the

following: 1) a good faith duty to discuss with USER, at least 90 days prior to enactment of any changes or

upgrades contemplated by this section, the reason, nature, and costs thereof; and 2) no upgrade or change shall violate the terms of this Agreement so long as it remains in full force and effect.

3. System Access

3.1 USER may request additional subscriber units by making formal application with supporting documentation of need to the Habersham County Emergency Management Agency ("EMA") Director or designee. The EMA Director or designee, in reviewing an application, will take into account system loading, airtime usage, and number of System busies, and will make a decision based on maintaining the efficiency of the COUNTY's System for all users.

3.2 USER guarantees that all persons operating subscriber units will be adequately trained in the use of the radio system. USER further guarantees that all operators will comply with all federal, state, and county laws, codes, regulations and ordinances. Alleged violations of any applicable law will be reviewed by the EMA Director after providing written notice of the alleged violation to the USER, and providing an evidentiary hearing meeting due process standards, and following due process hearings. Upon finding that a violation has occurred, the EMA Director or designee shall have the authority to remove a unit(s) from the System, place the USER on probation or take other reasonable action. Persistent violations or misuse of the System may result in the USER being removed entirely from the System. The removal of a USER from the System may be initiated by: 1) the Habersham County EMA Director; or 2) USER, in the event that USER desires to leave the System and provide its own public safety radio communications system upon termination of this Agreement.

4. Infrastructure Usage Fees and Terms

USER will pay the COUNTY an operational fee ("Usage Fee"), which is to be paid in accordance with the payment procedure set out upon Exhibit "B". The Usage Fees for USER's access and use of the System are set forth in attached Exhibit "C" entitled Habersham County NEGRN Inter-Agency Agreement Fee Schedule ("Fee Schedule"). Usage Fees will be calculated based on the number of subscriber units accessible to USER for the year. March of every year the User count will be completed to determine the usage fee total. The Usage Fees may adjust from year to year in accordance with the Cash Flow Analysis attached hereto as Exhibit "D". Notice of any adjusted Usage Fee will be furnished at least 60 days prior to billing. COUNTY will also furnish USER with an annual budget projection for the upcoming fiscal year by June 1 of each year this Agreement is in effect. Both parties agree to the amounts set forth in the Fee Schedule (Exhibit "C") for the initial billing cycle. USER agrees to pay the fees listed in the Fee Schedule within 60 days of billing. Failure to timely pay may

result in termination of the within Agreement. The billing cycle will be for 12 months of subscriber use. Billing will be scheduled each year on the last week of May. The billing total will be calculated to include the previous 10 months and the forecast for the next two months. The COUNTY shall bill the USER on an annual basis at least 60 days before the due date.

5. System Upgrades and Expansion

COUNTY shall, schedule periodic meetings with all participating parties on system status and future growth that could affect per radio pricing. When or if system upgrades and expansion are required the county will implement an extended notice period, provide a detailed presentation outlining the necessity and timing, opportunity for municipal input outside periodic meeting, and a flexible implementation timeline that can be adjusted by mutual agreement

6. License

COUNTY shall, as part of this Agreement, hold and maintain a valid Federal Communications Commission license to operate the Habersham County System. USER agrees to operate under and comply with all specifications, limitations, requirements, and conditions of the COUNTY's license. USER agrees that the COUNTY's System Administrator shall monitor all communication on the System to ensure compliance with Part 90 of Title 47 the Code of Federal Regulations (Private Land Mobile Radio Services). After an evidentiary hearing meeting due process standards, should misconduct be determined to have occurred, then the Administrator reserves the right to rectify any misconduct constituting a violation of Part 90 of the Code of Federal Regulations so as not to jeopardize the COUNTY's FCC license. USER agrees that the exercise of a remedy for any such misconduct rests entirely within the discretion of the Administrator. USER also agrees and understands that said remedies may include an immediate cessation of service.

7. Non-interference

USER agrees and warrants that its use of the Habersham County NEGRN will not cause interference to or with other users of the System. USER also agrees not to install any infrastructure that will cause coverage interference to the System. Any equipment, devices or subscriber units which may cause interference on the COUNTY's System shall be immediately taken out of service and repaired by USER. USER will be responsible for all repair costs and for any damages or consequences arising out of such problematic device, equipment or unit.

8. Term; Termination

8.1 This Agreement will commence upon the Effective Date and continue until June 30, 2027 (the "initial term"). At the expiration of the initial term this Agreement will automatically renew for consecutive one-year terms until terminated by either party by providing at least 30

days written notice to the other party prior to the commencement of any subsequent renewal term.

8.2 Additionally, either party shall have an absolute right to terminate this agreement without cause upon 60 days written notice to the other. This provision shall survive the termination of this Agreement.

8.3 Additionally, in the event full payment of fees due to the County under this Agreement have not been received by the County within sixty (60) days of the date payment is due, The County will notify the city of delinquent fees. If the fees are not received within sixty (30) days of the delinquency notice, The County will have the right to terminate this Agreement and disable all city subscribers on NEGRN. Once delinquent fees are received The County will reactivate all city subscribers on NEGRN. Exceptions for termination by default for non-payment include natural disaster, strikes, or government acts.

9. Warranties and Indemnification

9.1 EXCEPT AS SET FORTH ABOVE, COUNTY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. In no event shall COUNTY be liable to USER or any other party for any indirect, incidental, special or consequential damages, attributed to any malfunction of the System, regardless of the cause of action arising out of or in connection with a party's performance under this Agreement, even if a party has been advised of the possibility of such damages. The parties waive any claims for punitive or exemplary damages arising out of this Agreement. Either party's liability for claims brought under this Agreement or relating to users of the System, regardless of the form or cause of action, will be limited to direct damages, which will not exceed the amounts paid hereunder. Any legal action arising from or in connection with any defect or failure in the performance or nonperformance of any service provided by COUNTY, must be brought within one year after the event giving rise to such action. THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

9.2 USER agrees to defend themselves in any actions or disputes brought against the USER in connection with or as the result of this Agreement and agrees to defend, indemnify and hold COUNTY harmless and free from liability of any kind whatsoever resulting from the acts or conduct of the USER, its agents or representatives, or employees in the performance of this Agreement or in the furtherance thereof to the extent allowed by Georgia law.

9.3 COUNTY agrees to defend themselves in any actions or disputes brought against the COUNTY in connection with or as the result of this Agreement and agrees to defend, indemnify and hold USER harmless and free from any liability whatsoever resulting from the acts or conduct of the COUNTY, its agents and representatives, or employees in the performance of this Agreement or in the furtherance thereof.

10. Notices

Notices given by one party to the other under this Agreement will be in writing and will be delivered personally, sent by express delivery service, certified mail or first class U.S. mail postage prepaid and addressed to the respective parties as follows:

For County: Habersham County
 Board of Commissioners
 130 Jacob's Way
 Clarkesville, Georgia 30523

For City: City of Baldwin
 186 U.S. 441
 Baldwin, Georgia 30511

or to such other address as either party designates by proper notice. Notices will be deemed given as of the earlier of a) the date of actual receipt, b) the next business day when notice is sent via express mail or personal delivery or c) three days after mailing in the case of first class or certified U.S. mail.

11. Assignment

Neither party will assign any right or obligation under this Agreement without the other party's prior written consent. Any attempted assignment will be void.

12. Force Majeure

Neither party, nor their respective employees or agents, will be liable in any way for delays, failure in performance, loss or damage due to any force majeure conditions including, but not limited to, labor strikes or labor disputes, acts of God, civil riot, restrictions by government authority, and any other causes beyond that party's reasonable control.

13. General

(a) Failure of either party to insist on performance of any term or condition of this Agreement or to exercise any right hereunder will not be construed as a continuing or future waiver of such term, condition, right or privilege.

(b) No third party shall have any rights under this Agreement as a third-party beneficiary.

(c) The parties represent that they have all requisite authority (corporate and otherwise) to enter into and perform the obligations under this Agreement.

(d) The rights and remedies set forth in this Agreement shall be the exclusive remedies, regardless of the cause of action, for the breach of this Agreement.

(e) Each party shall comply with all federal, state and local laws, rules and regulations applicable to its performance under this Agreement.

(f) If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a mutually agreeable valid and enforceable provision which so far as possible achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

14. Entire Agreement

This Agreement and the exhibits referred to herein, which are incorporated herein by this reference, constitute the entire agreement between the parties with respect to the subject matter hereof superseding all previous understandings and communications, oral and written, between the parties. This Agreement may not be modified, except by an instrument in writing signed by a duly authorized representative of each of the parties. The terms of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any invoice, purchase order or any other such document subsequently submitted by either party hereunder.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative as of the date of the last signature below.

Date: _____

HABERSHAM COUNTY, GEORGIA

Attest:

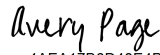
Brandalin Carnes
County Clerk

Chairman Bruce Harkness
Habersham County Board of Commissioners

Date: 9/3/2026

CITY OF BALDWIN, GEORGIA

Attest:

Signed by:

4AEA17B6D48E4D7...

City Clerk

Signed by:

03A3C9EE00A24A2...

Mayor

**STATE OF GEORGIA
HABERSHAM COUNTY**

**NORTHEAST GEORGIA REGIONAL RADIO NETWORK
INTERGOVERNMENTAL AGREEMENT
CITY OF DEMOREST, GEORGIA**

An intergovernmental agreement permitting the use of Habersham County's Northeast Georgia Regional Radio Network by the City of Demorest, Georgia for public safety and public service radio communication.

This Agreement is entered into as of the date of the last signature hereto ("Effective Date") between Habersham County, Georgia, by and through the Habersham County Board of Commissioners, a body politic and corporate ("COUNTY"), with its principal offices at 130 Jacob's Way, Clarkesville Georgia 30523, and the City of Demorest, a municipal corporation organized under the laws of the State of Georgia acting by and through the City Council of the City of Demorest, hereinafter referred to as ("USER"), with its principal offices at 250 Alabama Street, Demorest, Georgia 30535. This Agreement is created under the existing laws of the State of Georgia and the Federal Communications Commission (the "FCC").

WHEREAS, the COUNTY owns and maintains a Project-25 Phase II Public Safety 700/800 MHz trunked radio communications system [known as the Northeast Georgia Regional Radio Network ("NEGRRN" or "System")] that provides radio and data communications coverage for areas within the boundaries of Habersham County; and

WHEREAS, the USER desires to utilize the COUNTY's System for public safety radio communications; and

WHEREAS, the COUNTY's System will provide interagency radio communication between the COUNTY and USER; and

WHEREAS, Part 90 of the Federal Communications Commission Rules and Regulations promote the use of interagency interoperability; and

WHEREAS, the USER agrees to compensate the COUNTY for a portion of the operational cost of the System radios, infrastructure and terminal equipment beginning July 1, 2026, and in subsequent years as set forth as part of this Agreement; and

WHEREAS, the USER agrees to abide by the rules and regulations set forth by Part 90 of the Federal Communication Commission Rules and Regulations for public safety radio communications, specifically including the NEGRRN, User

Equipment and Encryption Key Management Plan attached hereto as Exhibit "A" and incorporated herein by reference thereto; and

WHEREAS, units of local government are authorized and encouraged to enter into intergovernmental cooperation agreements pursuant to Article IX, Section III, Paragraph I of the Georgia Constitution; and

WHEREAS, the COUNTY and the USER have determined that it is in the best interests of their respective residents and taxpayers to execute this Agreement.

NOW, THEREFORE, BE IT RESOLVED, both parties agree that the above and foregoing recitals are incorporated by reference as if fully set forth herein and further agree herein as follows:

AGREEMENT

1. Use of the System

USER wishes to utilize the NEGRN for its public safety radio communications coverage and to establish interagency communication with the COUNTY and any other agency with similar agreement. USER agrees to utilize the system in accordance with the rules and regulations of the FCC, the COUNTY (including the NEGRN, User Equipment and Encryption Key Management Plan attached hereto), and the State of Georgia and will operate the System in a professional manner and only for USER's official business purposes. The COUNTY will not be responsible for additional coverage requirements as the USER's needs may grow, but will allow the USER to purchase, at the USER's expense, additional infrastructure to increase the USER's indoor coverage to designated critical facilities or buildings (e.g., distributed antenna system, bi-directional amplifier, and satellite receiver site) to the extent that such is reasonably available as determined by the County pursuant to paragraph 3.1 hereof.

2. Equipment Requirements

2.1 USER shall purchase equipment, at the USER's expense, which will allow access to the COUNTY's System. The USER shall only utilize portables, mobiles, control stations, MDTs, and accessories that meet the specifications established for the System. All USER radios must be capable of being disabled remotely by the COUNTY. USER shall be solely responsible for purchasing equipment appropriate and necessary for its purposes and shall be responsible for determining whether its equipment will be operational on the COUNTY's System. Any incompatibility of equipment obtained by USER will be at USER'S sole risk, responsibility and expense.

2.2 The COUNTY may voluntarily make upgrades or other changes to the COUNTY's System and will have the sole discretion to update or change the system, subject to the

following: 1) a good faith duty to discuss with USER, at least 90 days prior to enactment of any changes or

upgrades contemplated by this section, the reason, nature, and costs thereof; and 2) no upgrade or change shall violate the terms of this Agreement so long as it remains in full force and effect.

3. System Access

3.1 USER may request additional subscriber units by making formal application with supporting documentation of need to the Habersham County Emergency Management Agency ("EMA") Director or designee. The EMA Director or designee, in reviewing an application, will take into account system loading, airtime usage, and number of System busies, and will make a decision based on maintaining the efficiency of the COUNTY's System for all users.

3.2 USER guarantees that all persons operating subscriber units will be adequately trained in the use of the radio system. USER further guarantees that all operators will comply with all federal, state, and county laws, codes, regulations and ordinances. Alleged violations of any applicable law will be reviewed by the EMA Director after providing written notice of the alleged violation to the USER, and providing an evidentiary hearing meeting due process standards, and following due process hearings. Upon finding that a violation has occurred, the EMA Director or designee shall have the authority to remove a unit(s) from the System, place the USER on probation or take other reasonable action. Persistent violations or misuse of the System may result in the USER being removed entirely from the System. The removal of a USER from the System may be initiated by: 1) the Habersham County EMA Director; or 2) USER, in the event that USER desires to leave the System and provide its own public safety radio communications system upon termination of this Agreement.

4. Infrastructure Usage Fees and Terms

USER will pay the COUNTY an operational fee ("Usage Fee"), which is to be paid in accordance with the payment procedure set out upon Exhibit "B". The Usage Fees for USER's access and use of the System are set forth in attached Exhibit "C" entitled Habersham County NEGRN Inter-Agency Agreement Fee Schedule ("Fee Schedule"). Usage Fees will be calculated based on the number of subscriber units accessible to USER for the year. March of every year the User count will be completed to determine the usage fee total. The Usage Fees may adjust from year to year in accordance with the Cash Flow Analysis attached hereto as Exhibit "D". Notice of any adjusted Usage Fee will be furnished at least 60 days prior to billing. COUNTY will also furnish USER with an annual budget projection for the upcoming fiscal year by June 1 of each year this Agreement is in effect. Both parties agree to the amounts set forth in the Fee Schedule (Exhibit "C") for the initial billing cycle. USER agrees to pay the fees listed in the Fee Schedule within 60 days of billing. Failure to timely pay may

result in termination of the within Agreement. The billing cycle will be for 12 months of subscriber use. Billing will be scheduled each year on the last week of May. The billing total will be calculated to include the previous 10 months and the forecast for the next two months. The COUNTY shall bill the USER on an annual basis at least 60 days before the due date.

5. System Upgrades and Expansion

COUNTY shall, schedule periodic meetings with all participating parties on system status and future growth that could affect per radio pricing. When or if system upgrades and expansion are required the county will implement an extended notice period, provide a detailed presentation outlining the necessity and timing, opportunity for municipal input outside periodic meeting, and a flexible implementation timeline that can be adjusted by mutual agreement

6. License

COUNTY shall, as part of this Agreement, hold and maintain a valid Federal Communications Commission license to operate the Habersham County System. USER agrees to operate under and comply with all specifications, limitations, requirements, and conditions of the COUNTY's license. USER agrees that the COUNTY's System Administrator shall monitor all communication on the System to ensure compliance with Part 90 of Title 47 the Code of Federal Regulations (Private Land Mobile Radio Services). After an evidentiary hearing meeting due process standards, should misconduct be determined to have occurred, then the Administrator reserves the right to rectify any misconduct constituting a violation of Part 90 of the Code of Federal Regulations so as not to jeopardize the COUNTY's FCC license. USER agrees that the exercise of a remedy for any such misconduct rests entirely within the discretion of the Administrator. USER also agrees and understands that said remedies may include an immediate cessation of service.

7. Non-interference

USER agrees and warrants that its use of the Habersham County NEGRRN will not cause interference to or with other users of the System. USER also agrees not to install any infrastructure that will cause coverage interference to the System. Any equipment, devices or subscriber units which may cause interference on the COUNTY's System shall be immediately taken out of service and repaired by USER. USER will be responsible for all repair costs and for any damages or consequences arising out of such problematic device, equipment or unit.

8. Term; Termination

8.1 - This Agreement will commence upon the Effective Date and continue until June 30, 2027 (the "initial term"). At the expiration of the initial term this Agreement will automatically renew for consecutive one-year terms until terminated by either party by providing at least 30

days written notice to the other party prior to the commencement of any subsequent renewal term.

8.2 Additionally, either party shall have an absolute right to terminate this agreement without cause upon 60 days written notice to the other. This provision shall survive the termination of this Agreement.

8.3 Additionally, in the event full payment of fees due to the County under this Agreement have not been received by the County within sixty (60) days of the date payment is due, The County will notify the city of delinquent fees. If the fees are not received within sixty (30) days of the delinquency notice, The County will have the right to terminate this Agreement and disable all city subscribers on NEGRN. Once delinquent fees are received The County will reactivate all city subscribers on NEGRN. Exceptions for termination by default for non-payment include natural disaster, strikes, or government acts.

9. Warranties and Indemnification

9.1 EXCEPT AS SET FORTH ABOVE, COUNTY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. In no event shall COUNTY be liable to USER or any other party for any indirect, incidental, special or consequential damages, attributed to any malfunction of the System, regardless of the cause of action arising out of or in connection with a party's performance under this Agreement, even if a party has been advised of the possibility of such damages. The parties waive any claims for punitive or exemplary damages arising out of this Agreement. Either party's liability for claims brought under this Agreement or relating to users of the System, regardless of the form or cause of action, will be limited to direct damages, which will not exceed the amounts paid hereunder. Any legal action arising from or in connection with any defect or failure in the performance or nonperformance of any service provided by COUNTY, must be brought within one year after the event giving rise to such action. THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

9.2 USER agrees to defend themselves in any actions or disputes brought against the USER in connection with or as the result of this Agreement and agrees to defend, indemnify and hold COUNTY harmless and free from liability of any kind whatsoever resulting from the acts or conduct of the USER, its agents or representatives, or employees in the performance of this Agreement or in the furtherance thereof to the extent allowed by Georgia law.

9.3 COUNTY agrees to defend themselves in any actions or disputes brought against the COUNTY in connection with or as the result of this Agreement and agrees to defend, indemnify and hold USER harmless and free from any liability whatsoever resulting from the acts or conduct of the COUNTY, its agents and representatives, or employees in the performance of this Agreement or in the furtherance thereof.

10. Notices

Notices given by one party to the other under this Agreement will be in writing and will be delivered personally, sent by express delivery service, certified mail or first class U.S. mail postage prepaid and addressed to the respective parties as follows:

For County: Habersham County
Board of Commissioners
130 Jacob's Way
Clarkeville, Georgia 30523

For City: City of Demorest
250 Alabama Street
Demorest, Georgia 30535

or to such other address as either party designates by proper notice. Notices will be deemed given as of the earlier of a) the date of actual receipt, b) the next business day when notice is sent via express mail or personal delivery or c) three days after mailing in the case of first class or certified U.S. mail.

11. Assignment

Neither party will assign any right or obligation under this Agreement without the other party's prior written consent. Any attempted assignment will be void.

12. Force Majeure

Neither party, nor their respective employees or agents, will be liable in any way for delays, failure in performance, loss or damage due to any force majeure conditions including, but not limited to, labor strikes or labor disputes, acts of God, civil riot, restrictions by government authority, and any other causes beyond that party's reasonable control.

13. General

(a) Failure of either party to insist on performance of any term or condition of this Agreement or to exercise any right hereunder will not be construed as a continuing or future waiver of such term, condition, right or privilege.

(b) No third party shall have any rights under this Agreement as a third-party beneficiary.

(c) The parties represent that they have all requisite authority (corporate and otherwise) to enter into and perform the obligations under this Agreement.

(d) The rights and remedies set forth in this Agreement shall be the exclusive remedies, regardless of the cause of action, for the breach of this Agreement.

(e) Each party shall comply with all federal, state and local laws, rules and regulations applicable to its performance under this Agreement.

(f) If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a mutually agreeable valid and enforceable provision which so far as possible achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

14. Entire Agreement

This Agreement and the exhibits referred to herein, which are incorporated herein by this reference, constitute the entire agreement between the parties with respect to the subject matter hereof superseding all previous understandings and communications, oral and written, between the parties. This Agreement may not be modified, except by an instrument in writing signed by a duly authorized representative of each of the parties. The terms of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any invoice, purchase order or any other such document subsequently submitted by either party hereunder.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative as of the date of the last signature below.

Date: _____

HABERSHAM COUNTY, GEORGIA

Attest:

Chairman Bruce Harkness
Habersham County Board of Commissioners

Brandalin Carnes
County Clerk

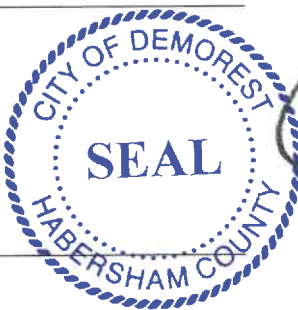
Date: 10/6/2026

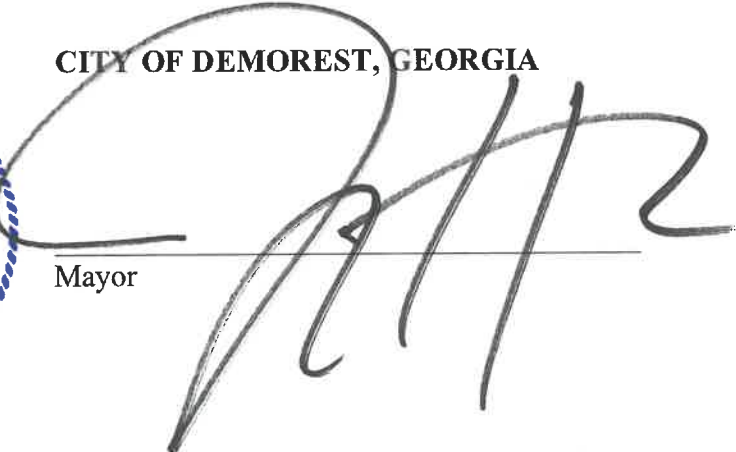
CITY OF DEMOREST, GEORGIA

Attest:



City Clerk





Mayor

EXHIBIT “A”

Northeast Georgia Regional Radio Network Communications System, User Equipment, and Encryption Key Management Plan

Habersham County has lawfully established a Public Safety Communications System to provide Land Mobile Radio Communications to local emergency responders throughout the county. It has been determined that public safety communications can be more efficiently carried out through consolidation of the infrastructure, frequencies, equipment, and overall backbone of the public safety communication system. Habersham County Emergency Management and 911 are responsible for public safety communications, dispatching all emergency responders throughout Habersham County.

1. Definitions and Terms

“Agency Head” means the designated administrator for each agency with a signed user agreement.

“BOCC” means the Habersham Board of County Commissioners

“Certificate of Authority (CA)” means an approved end user agency on the System

“Digital Certificate” means a protected encrypted key used by the management team to authorize/activate encryption on a user radio.

“EMA Director” means the Habersham County Emergency Management Director.

“Franklin” means Franklin County.

“Habersham” means Habersham County.

“Management Plan” means the NEGRRN Communications System, User Equipment and Encryption Key Management Plan.

“Management Team” means a team developed by the County that will include the Radio System Administrator and subcontractors managing the Habersham County Communications System.

“NEGRRN” means the Northeast Georgia Regional Radio Network.

“Public Safety Communications System (System)” means a lawfully established public safety communications system to provide land mobile radio communications to the local emergency responders throughout Habersham County.

“Radio System Administrator” means the Habersham County employee designated to manage the two-way radio system.

“Talk Groups” means a virtual channel that allows specific groups of users to communicate independently within a shared network.

2. Consolidation of System

The NEGRN shall be hosted and maintained by Habersham. The County will own all equipment required to maintain the infrastructure of the Core Communications System. Any end user subscriber devices included on the system shall be the responsibility of the end user agency. Any additional infrastructure added to the system for the purpose of extending coverage for end users shall be the responsibility of the end user agency after approval by the EMA Director.

2.1. Authority for operations

2.1.1. All radios and devices used on the Northeast Georgia Regional Radio Network must be owned and controlled by a government agency or commercial business with approved access to the Communications System. At no time will a device owned by a private individual be allowed. It is the responsibility of the owning agency to maintain control of assigned radios and devices.

2.1.2. Each agency shall be responsible for their agency’s operations on the Northeast Georgia Regional Radio Network.

2.1.3. The Radio System Administrator shall be responsible for the day-to-day radio infrastructure operations and System maintenance, which shall, except as otherwise expressly provided in this plan, be controlled by the policies and procedures of Habersham, which shall be amended to accommodate the unique tactical and operational protocols of all participating agencies.

2.1.4. Habersham’s Emergency Management Agency, in conjunction with the BOCC, shall establish standard radio user guidelines and procedures.

2.2. Incorporation of Services protocols

The agency(s) will continue to maintain complete control over their respective operations, and nothing contained herein shall be deemed to transfer or relinquish that control to any other entity or party to this plan.

2.3. Management Team Role

- 2.3.1. Habersham through the Radio System Administrator will provide day-to-day system management.
- 2.3.2. The System Management Team will provide System maintenance, System reports, fleet map and user profile management, LMR subscriber unit research and recommendations as well as a day-to-day user radio programming.
- 2.3.3. The Management Team will utilize contractors or other subject matter experts to facilitate management of the system as needed.

3. Communications System Infrastructure

- 3.1. System design is detailed in the “As built plans” provided by Communications International.
- 3.2. Any entry to System shelters, buildings, or equipment rooms shall be logged by the Habersham 911 Dispatch Center (Dispatch). All initial entries and final exits shall be called into Dispatch to be logged. When notifying Dispatch, the caller must state their name, company of employment, and immediate contact number when entering the shelters, buildings, or equipment rooms.

4. User/Subscriber Radios- Minimum operational characteristics

Any subscriber radio accessing the Northeast Georgia Regional Radio Network must have the following minimum capabilities and be authorized by the Radio System Administrator. All radios on the system must meet the requirements in this section. All radios operating in phase 1 FDMA mode must operate in phase 2 TDMA mode and be configured for Multi-Key AES encryption by the original date of connection to the System.

- 4.1. Must be P25 capable of meeting FCC Part 90 and all FCC rules.
- 4.2. All radio equipment must comply with APCO recommendations and EIA/TIA standards for Project-25 Phase I & II. Public Safety 700/800 MHz trunked radio systems.
- 4.3. Must be Phase II TDMA enabled.
- 4.4. Must be federally approved AES-256 multi-key encryption capable.

- 4.5. Non-public safety users may request a permanent exemption from encryption capabilities. The request must be submitted to the Radio System Administrator for approval.
- 4.6. Any temporary radio use, such as use on unencrypted event channels, may be exempt from required encryption capabilities, but requires approval from the Radio System Administrator.
- 4.7. The Radio System Administrator has the authority to disable any radio on the system. Killing or stunning the radio may be used as a last resort to remove radios from destructive operations.
- 4.8. The system fleet map will provide “event” Talk Groups (event for non-public safety and event for public safety) to allow simultaneous incidents to occur and be managed separately. There are also two unencrypted mutual aid Talk Groups provided that may be used by neighboring agencies to communicate with Habersham.
- 4.9. All public safety agencies joining the NEGRRN must include the following as part of their programming fleet map to ensure communications across all agencies and communities in Habersham.
 - 4.9.1. The “event 3” and “event 4” talk groups will be unencrypted.
 - 4.9.2. All agencies, regardless of public safety status, will be required to have the “event” Talk Groups provided in all system devices.
 - 4.9.3. All police, fire, and EMS agencies will have the two unencrypted mutual aid Talk Groups.
 - 4.9.4. The standard encryption key will only be changed upon direction of the Radio System Administrator and the System committee.
 - 4.9.5. Any change in encryption keys will be initiated by the user agency, reviewed by the Management Team and authorized by the Radio System Administrator and System committee.
- 4.10. The system may have an individual or a combined dispatch talk group.
 - 4.10.1. If an individual requests that this talk group will have a “Public” in nature status, it will become open to monitoring by scanners. If no standard encryption is used, it will be available to the public.
 - 4.10.2. Public Talk Groups will be at the discretion of the BOCC.

4.11. After the initial system deployment, subscriber devices capable of only a single key encryption or that do not otherwise meet the technical requirements hereof are subject to the following requirements.

4.11.1. Any exemption must be submitted to the Radio System Administrator for review and approval by the Management team.

4.11.2. If an exemption to the subscriber radio minimum requirements is granted by the Management Team, these additional subscriber radios must be upgraded to Phase II and multi-key encryption capable operations within 12 months of obtaining a system ID.

4.11.3. If devices cannot be acquired by the end of this 12-month period, that agency must resubmit its request for an exemption for use on the NEGRN.

5. New Users and Devices

5.1. All devices on the NEGRN must be owned by an agency as stated in section 2.1.1.

5.2. Each new system user must complete and submit a signed agreement to the Radio System Administrator. The Management Team will review and research system capabilities, coverage, fleet map and user IDs.

5.3. The Radio System Administrator will provide final review of the agreement.

5.4. Subscriber radios other than those purchased through the Habersham radio contract must be approved prior to issuing a radio ID on the system.

6. General Radio Programming and Installation Standards

6.1. The Management Team will be responsible for the development of radio programming templates, fleet map, talk groups and profiles associated with the creation of programming files and programming of all radios.

6.2. Subscriber programming shall only be done by an authorized member of the Management Team or authorized vendor as defined in section 7.1.

6.3. Prior to the programming and distribution/installation of all equipment a template review, one each per radio template, shall be submitted to the Radio System Administrator for review and approval.

6.4. It is the responsibility of the Radio System Administrator to ensure that all available state and local interoperability Talk Groups are included in the programming templates, as appropriate.

6.5. This review and approval shall be completed within 20 business days of the submission of the radios.

- 6.6. Each agency shall be responsible for programming costs. Radios purchased under the L3 Harris contract will be programmed the initial two times as provided in the contract.
- 6.7. The first programming activity will be prior to the initial deployment; the second programming activity will be after radio deployment and operational use.
- 6.8. For radios ordered on the Communications International contract the Management Team will:
 - 6.8.1. coordinate the initial ordering, delivery, and inventory of all required subscriber equipment.
 - 6.8.2. supervise template development and programming activities.
 - 6.8.3. assist in coordinating mobile radio, mobile charger, and control station installations.
 - 6.8.4. assist agencies when trying to resolve programming and/or installation issues, coordinate user training.
- 6.9. A master list of all equipment, serial numbers with associated user IDs will be maintained by the Radio System Administrator. Any authorized shops will provide the Management Team with all required information.

7. Radio Programming Management

- 7.1. All programming will be done by an authorized service shop (or allocated Habersham personnel) with a signed agreement between that programmer/ shop and Habersham.
- 7.2. Any requested or utilized Talk Group or channel used in the radio must have an agreement from the agency owning that Talk Group or channel. This agreement must specifically authorize the receiving agency to add the Talk Group or channel to be programmed in the radio. This request should be submitted by the department head with an official memo or email.
- 7.3. Any new or updated Alias request for radio ID must be submitted by the requesting department head to the Radio System Administrator and the Management Team with an official memo or email.
- 7.4. Alias naming is the prerogative of the owning agency. However, it must follow standard structure.
 - 7.4.1. The change of a radio user also requires an updated alias associated with that new user.
 - 7.4.2. All Alias information (whether new or an update) must be submitted to the Radio System Administrator and Management Team, which will disseminate that new Alias to the communications supervisor to be updated

within the system, when and if approved.

7.4.3. All requests will be emailed to Habersham County Radio System Administrator and Management Team.

7.4.4. Naming of Talk Groups, and their Aliases, are also at the discretion of the owning agency. Talk Groups must be submitted in three formats:

7.4.4.1. One format containing seven or fewer characters. (Example: ABCdeFg)

7.4.4.2. A second format containing 11 or fewer characters. (Example: MF PD Disp)

7.4.4.3. A third format that is a fully-named description of that Talk Group (Example: Habersham County Fire Department Dispatch)

8. Fleet map and Programming Management Definitions

8.1. It should be noted that radio vendors utilize terminology that may overlap and apply to different items between the vendors. An example of this is with the word “Personality”.

8.1.1. In an L3Harris radio, a personality is defined as the overall programming for the radio. A profile is defined as an individual agency’s program configuration, which may join other agencies with a single radio.

8.1.2. For a Motorola Solutions radio, a code plug is defined as the overall programming for the entire radio. A personality is an individual agency’s program configuration, which may join other agencies within a single radio. Therefore, the code plug may consist of multiple personalities¹.

9. Encryption

9.1. Encryption Key Management Overview

If not done properly, Encryption Key Management can lead to compromise and disclosure of private keys plus compromise of the data. Users may understand it’s important to encrypt electronic communications, but they may not be familiar with minimum standards for the protection of encryption keys.

9.2. Purpose

¹ It should be noted that for Motorola Radios revision control includes deleting code plugs that are more than two revisions back.

This policy outlines the requirements for protecting encryption keys that are under the control of end users. These requirements are designed to prevent unauthorized disclosure and subsequent fraudulent use. The protection methods outlined will include operational and technical controls, such as key backup procedures, encryption under a separate key and use of tamper-resistant hardware.

10. Public Access to Private Information

10.1. Any radio or device that is programmed and authorized on the Northeast Georgia Regional Radio Network will not be utilized to provide information to public sources. All communications on the system are considered critical, private, and sensitive.

10.1.1. No communications data or voice communications on the Northeast Georgia Regional Radio Network will be made public through external websites, media sources, or any other entity without approval by the EMA Director.

10.1.2. No programming information or encryption keys will be provided to any agency, individual, or organization for radio equipment or devices without the written approval of the EMA Director and the Management Team.

10.1.3. Any radio equipment or device purchased or obtained for use on the Northeast Georgia Regional Radio Network will be owned by an agency authorized on the system. No individually-, privately-, or commercially-owned equipment is allowed without written authorization from the EMA Director and the Management Team.

11. Policy Compliance

11.1. Compliance

The Radio System Administrator and Management Team will verify compliance with this policy through various methods including, but not limited to, periodic walk-throughs, business tool reports, internal and external audits, and feedback to the EM Director.

11.1.1 Exceptions

Any exception to the policy must be approved by the Radio System Administrator and the Management Team in advance.

11.1.2 Non-Compliance

Upon notification of non-compliance, the Radio System Administrator and Management Team will research and report the violation to the EM Director. The Radio System Director will review the information and report it to the user's agency. In the event of an immediate threat to the system, the Radio System

Director can disable a user's access to the system.

12. Maintenance Responsibilities

To maintain the performance and reliability of the communications system it is vital that all equipment and user radios are in good repair and properly maintained.

12.1. Northeast Georgia Regional Radio Network

The Management Team is responsible for maintaining the communication sites including towers, buildings, transmitter equipment, microwave system, AC units, generators, and other ancillary equipment.

12.2. Users and Agencies

All radios and devices that are used on the communications system must meet the following maintenance guidelines.

12.2.1. Each radio must be kept in good repair when used on the system.

12.2.2. Each radio must have preventive maintenance performed on an annual basis or at intervals required by the equipment vendor.

12.2.3. Documentation must be provided to the Management Team to verify that each radio or equipment maintenance is current.

12.2.4. Failure to properly maintain radio equipment could result in the radio being disabled in the system.

13. Minimum Radio Technical Specifications

All radio equipment and devices purchased or obtained for use on the NEGRN must meet the following specifications. Any deviations from these specifications must have written approval from the Radio System Administrator and the Management Team.

13.1. Mobile Radio Equipment

All proposed mobile radio equipment shall comply with APCO recommendations and EIA/ TIA standards for Project-25 Phase II, Public Safety 700/800 MHz trunked radio systems. The following minimum capabilities should exist:

13.1.1. Incorporate heavy-duty construction, weather-sealed enclosures and weather-sealed controls to meet Military Standard 810 C, D, E and F for water, shock, vibration, dust, humidity and high/low temperature performance.

13.1.2. Allow operations on Project-25 trunked and conventional (analog/Project-25) systems with priority scan of talk groups or channels.

13.1.3. Be capable of front ("dash") mount and rear mount ("split"), and dual control- head with single rear mount radio unit. Rear mount radios may require weatherproof control heads, speakers, microphones and other

accessories (specifically for fire operations or motorcycles).

13.1.4. Possess corporate electronic, alphanumeric displays (minimum of seven characters) to provide visual indication of system availability, channel/Talk Group/mode selection, incoming user ID and Emergency ID, call alerts, and operational status such as scan and channel busy.

13.1.5. EMERGENCY priority button required on mobile radio control panels to initiate an emergency priority call. This button, while required to be available, is not required to be programmed.

13.1.6. All proposed public safety mobile radios shall be capable of multi-key digital voice encryption, using P-25 Phase II vocoder technology and federally approved AES-256-bit encryption, to provide security during transmission and reception of sensitive communications. Any deviation from this encryption standard must be approved by the Management Team.

13.1.7. The mobile radio shall include a Transmit Time-Out Timer, set to 60 seconds, to warn the user of excessive transmission length. Time out timer should automatically disable the radio's transmitter after a predetermined period; thereby eliminating talk group/channel interference caused by either a defective speaker/microphone or PTT button.

13.1.8. Minimum Mobile Radio Electrical Specifications

Channel Capacity: 1024 Talk Groups

Talk Group Capacity: 16 Talk Groups per system/mode/zone

Primary Input Voltage: 11 to 16VDC, negative ground

Environmental: MIL-STD 810 C & D minimum for all users, with E & F additionally for public safety users, for shock, vibration, humidity and high/low temperature.

13.1.9. Mobile Transmitter Specifications

Frequency Range: 700/800 MHz RF

Output Impedance: 50 ohms

Output Power: Sufficient power to achieve required coverage but not less than 15 watts

Channel Spacing: 12.5/6.25 KHz

Modulation: 11K0F3E; 8K10F1E; 16K0F1E; 8K10F1D; 8K10F1W

Duty Cycle (EIA): Transmitter 20%

Mobile Receiver Specifications

Channel Spacing: 12.5/6.25 KHz

Sensitivity: 20dB SINAD, 0.35 microvolts - 5% BER 0.35 microvolts

Audio Output: 10 watts, no more than 3% distortion at 1KHz

Duty Cycle (EIA): Receiver 100%

13.2. Portable Radio Equipment

All proposed portable radio equipment must comply with APCO recommendations and EIA/ TIA standards for Project-25 Phase II, Public Safety 700/800 MHz trunked radio systems. The following minimum capabilities should exist:

- 13.2.1. Heavy duty construction and weather-sealed cases to meet Military Standards 810 D, E and F for shock, vibration, dust, humidity, high/low temperature and blowing rain. Additionally, must meet FM 3640 Certification and Class 1 Division 1 (for hazardous / explosive environments)
- 13.2.2. Allow operations on Project-25 trunked and/or conventional (analog/ Project-25) systems with priority scan of talk groups or channels.
- 13.2.3. Separate, top-mounted rotary controls with positive stops for Volume and Channel (Talk Group) selection.
- 13.2.4. Incorporate electronic, alphanumeric (minimum seven characters) display to provide visual indication of system availability, channel/talk group selected, incoming user ID, call alerts and operational status such as scan, transmit or low battery.
- 13.2.5. Non-protruding PUSH-TO-TALK switch, which would prevent accidental transmitter operation or damage to the switch caused by impact. The radio shall transmit a programmed user ID when the PUSH-TO-TALK is activated.
- 13.2.6. Protected EMERGENCY button to allow easy access when needed but incorporating an ergonomic design whereby the emergency function could not be accidentally activated.
- 13.2.7. Portable radios may have a "hot mic" feature that activates the radio's microphone when the EMERGENCY button is pushed (for a minimum of 10 seconds). Activation time shall be programmable.
- 13.2.8. The portable radio shall include a Transmit Time-Out Timer, set to 60 seconds, to warn the user that the radio may be transmitting longer than a predetermined time limit and then disable the transmitter.

13.2.9. All proposed public safety portable radios shall be capable of multi-key digital voice encryption, using P-25 Phase II vocoder technology and federally approved AES-256 bit encryption coding, to provide security during transmission and reception of sensitive communications.

13.2.10. User programmable audio alert in the event of loss of control channel.

13.2.11. Electrical Specifications

Channel capacity: 1024 Talk Groups

Talk Group Capacity: 16 per system/mode/zone

Shock, Vibration, Humidity: Shall meet or exceed MIL STD 810 C, D, E and for high/low temperature and blowing rain.

Frequency Range: 700/800 MHz minimum

13.2.12. Portable Radio Transmitter Specifications

RF Output Impedance: Sufficient power to achieve required coverage, but not less than 2.5 watts

Modulation: 11K0F3E;8K10F1E;16K0F3E;
8K10F1D;8K10F1W

13.2.13. Portable Radio Receiver Specifications

Channel Spacing: 12.5/6.25 KHz

Sensitivity: 20 dB Quietening 0.35 microvolts - 5%
BER 0.35 microvolts

13.3. Control Station / Interop Radio Equipment

A Control Station is defined as a mobile radio configured for indoor, desktop use. It shall include a mounting base (with integral speaker, if required), base station microphone, AC power supply, and external antenna.

All proposed Control Station equipment must comply with APCO recommendation and EIA/ TIA standards for Project-25 Phase II, Public Safety 700/800 MHz trunked radio systems. The following minimum capabilities should exist:

13.3.1. Available either as integrated 120V AC-powered desktop package or a remotely located, AC-powered radio package with separate "handset" type of desktop control unit.

13.3.2. Control stations and control units shall have optional provision to operate from a standby 12V DC source (battery) upon failure of AC power.

- 13.3.3. Capable of local and remote-control operation (accessory connector).
- 13.3.4. Allow operations on Project-25 Phase II trunked and conventional (analog/Project-25) systems with priority scan of talk groups or channels.
- 13.3.5. All proposed public safety control stations shall be capable of multi-key digital voice encryption, using P-25 Phase II vocoder technology and federally approved AES-256 bit encryption coding, to provide security during transmission and reception of sensitive communications
- 13.3.6. Incorporate electronic, alphanumeric displays (minimum of seven characters) to provide visual indication of system availability, channel/talk group selection, incoming user ID and Emergency ID, call alerts and operational status such as scan and channel busy.
- 13.3.7. The Control Station shall include a Transmit Time-Out Timer, set to 60 Seconds, to warn the user that the radio may be transmitting longer than a predetermined time limit and then disable the transmitter.
- 13.3.8. Control Station radios shall provide a contact closure/open collector output connection that activates when a “page alert” is received.
- 13.3.9. Control Station packaging shall incorporate sufficient electro-magnetic shielding of radio and power supply components to allow multiple control stations to be located at the same site without causing unit-to-unit interference.
- 13.3.10. Control Stations shall be installed with exterior antennas of a type and gain rating sufficient to provide acceptable operation. Interior “mag mount” antennas shall not be used without specific approval from Management Team.
- 13.3.11. Control Station specifications will be the same as the Mobile Radio specifications listed in section 13.1.

14. Revision History Requirements

All revisions made to this document after the published date will be documented in this section. All revisions will be made and documented by the EMA Director and the Management Team. The documented information will include the following:

- The date of the revision.
- The section number that contains the revision.
- And a summary and information pertaining to the revision.

14.1. Revision Document History

15. Authorized and Preferred Maintenance Shops

The following radio service shops are approved to provide maintenance to all radios on the Northeast Georgia Regional Radio Network.

Communications International:	Radio Manufacture: L3/Harris
Mobile Communications America	Radio Manufacture: Motorola Solutions

EXHIBIT “B”

EXHIBIT “C”

EXHIBIT “D”

Northeast Georgia Regional Radio Network

Communications System, User Equipment, and Encryption Key Management Plan

Habersham County has lawfully established a Public Safety Communications System to provide Land Mobile Radio Communications to local emergency responders throughout the county.

It has been determined that public safety communications can be more efficiently carried out thorough consolidation of the infrastructure, frequencies, equipment, and overall backbone of the public safety communication system.

Habersham County Emergency Management and 911 are responsible for public safety communications, dispatching all emergency responders throughout Habersham County.

1. Definitions and Terms

Agency Head - The designated administrator for each agency with a signed user agreement.

Certificate authority (CA) - An approved end user agency on the system

Digital certificate - a protected encrypted key used by the management team to authorize/activate encryption on a user radio.

Public Safety Communications System – A lawfully established Public Safety Communications System to provide Land Mobile Radio communications to the local emergency responders throughout Habersham County.

EM Director- Emergency Management

Director BOCC – Habersham Board of

County Commissioners

Management Team – A team developed by the County that will include the Radio System Administrator, and Subcontractors managing the Habersham County Communications System.

Radio System Administrator- Habersham County employee designated to manage two-way radio system.

2. Consolidation of System

The Northeast Georgia Regional Radio Network shall be hosted and maintained

by Habersham County. The County will own all equipment required to maintain the infrastructure of the Core Communications System.

Any end user subscriber devices included on the system shall be the responsibility of the end user agency. Any additional infrastructure added to the system for the purpose of extending coverage for end users shall be the responsibility of the end user agency after approval by the EM Director.

2.1. Authority for operations

- 2.1.1. All radios and devices used on the Northeast Georgia Regional Radio Network must be owned and controlled by a government agency or commercial business with approved access to the Communications System. At no time will a device owned by a private individual be allowed. It is the responsibility of the owning agency to maintain control of their radios and devices.
- 2.1.2. Each agency shall be responsible for their agency's operations on the Northeast Georgia Regional Radio Network.
- 2.1.3. The Radio System Administrator shall be responsible for the day-to-day Radio Infrastructure operations and system Maintenance, which shall, except as otherwise expressly provided in this plan, be controlled by the policies and procedures of the Habersham County, which shall be amended to accommodate the unique tactical and operational protocols of all participating agencies.
- 2.1.4. Emergency Management in conjunction with the Board of Habersham County Commissioners shall establish standard radio user guidelines and procedures.

2.2. Incorporation of Services protocols

The agency(s) will continue to maintain complete control over their respective operations, and nothing contained herein shall be deemed to transfer or relinquish that control to any other entity or party to this plan.

2.3. Management Team Role

- 2.3.1. Habersham County through the Radio System Administrator will provide Day-to-Day system management.
- 2.3.2. The system management team will provide system maintenance, system reports, fleet map and user profile management, LMR subscriber unit research and recommendations as well as a day-to-day user radio programming.
- 2.3.3. The management Team will utilize contractors or other subject matter experts to facilitate management of the system as needed.

3. Communications System Infrastructure

- 3.1. System design is detailed in the "As built plans provided by Communications International".
- 3.2. Any entry to system shelters, buildings, or equipment rooms shall be logged by the Habersham County 911 Dispatch center. All initial entry and final exit shall be called into Dispatch to be logged. When notifying dispatch, the caller must state their name, company of employment, and immediate contact number when entering the shelters, buildings, or equipment rooms.

4. User/Subscriber Radios- Minimum operational characteristics

Any subscriber radio accessing the Northeast Georgia Regional Radio Network must have the following minimum capabilities and be authorized by the Radio System Administrator. All radios on the system must meet the requirements in this section. All radios operating in phase 1 FDMA mode must operate in phase 2 TDMA mode and be configured for Multi-Key AES encryption by the following dates.

TBD

- 4.1. Must be P25 Capable meeting FCC Part 90 and all FCC rules.
- 4.2. All radio equipment must comply with APCO recommendations and EIA/TIA standards for Project-25 Phase I & II. Public Safety 700/800 MHz Trunked radio systems.
- 4.3. Must be Phase II TDMA enabled.
- 4.4. Must be federally approved AES-256 Multi-key encryption capable.
- 4.5. Non-public safety users may request a permanent exemption from encryption capabilities. The request must be submitted to the Radio System Administrator, for approval.
- 4.6. Any temporary radio use, such as use on unencrypted event channels, may be exempt from required encryption capabilities, but requires approval from the Radio System Administrator.
- 4.7. The Radio System Administrator has the authority to disable any radio on the system. Killing, or stunning the radio could be used as a last resort to remove radios from destructive operations.
- 4.8. The system fleet map will provide "event" Talk Groups (event for non-public safety and event for public safety) to allow simultaneous incidents to occur and be managed separately. There are also two unencrypted Mutual Aid Talk groups provided that can be used by neighboring agencies to communicate with Habersham County.
- 4.9. All Public-Safety agencies joining the Northeast Georgia Regional Radio Network must include the following as part of their programming fleet map to insure communications across all agencies and communities in Habersham County.
 - 4.9.1. The "event 3 and event 4" talk groups will be unencrypted.
 - 4.9.2. All agencies, regardless of public-safety status, will be required to have the "event" talk groups provided in all system devices.

- 4.9.3. All Police, Fire, and EMS agencies will have the two unencrypted Mutual Aid talk groups.
- 4.9.4. The standard encryption key will only be changed upon direction of the Radio System Administrator and the Radio System Committee.
- 4.9.5. Any change in encryption keys will be initiated by the user agency, reviewed by the Management Team, and authorized by the Radio System Administrator and Radio system committee.
- 4.10. The system may have an individual or a combined dispatch talk group.
 - 4.10.1. If an individual requests that this talk group will have a "Public" in nature status, it will become open to monitoring by scanners. If no standard encryption is used, it will be available to the public.
 - 4.10.2. Public talk groups will be at the discretion of the BOCC.
- 4.11. After the initial system deployment, subscriber devices capable of only a single key encryption, or do not otherwise meet the technical requirements are subject to the following requirements.
 - 4.11.1. Any exemption must be submitted to the Radio System Administrator, for review and approval by the Management team.
 - 4.11.2. If an exemption to the subscriber radio minimum requirements is granted by the Management team, these additional subscriber radios must be upgraded to Phase II and multi-key encryption capable operations within 12 months of obtaining a system ID.
 - 4.11.3. If devices cannot be acquired by the end of this 12-month period, that agency must resubmit and exemption for use on the Northeast Georgia regional Radio Network.

5. New Users and Devices

- 5.1. All devices on the Northeast Georgia Regional Radio Network must be owned by and agency as stated in section 2.1.1.
- 5.2. Each new system user must complete and submit a signed agreement to the Radio System Administrator. The Management team will review and research system capabilities, coverage, fleet map and user ID's.
- 5.3. The Radio System Administrator will provide final review of the agreement
- 5.4. Subscriber radios other than those purchased through the Habersham County radio Contract must be approved prior to issuing a radio ID on the system.

6. General Radio Programming and Installation Standards

- 6.1. The management team will be responsible for the development of radio programming templates, fleet map, talk groups and profiles associated with the creation of programming files, and programming of all radios.
- 6.2. Subscriber programming shall only be done by an authorized member of the management team or authorized vendor as defined

in section 7.1.

- 6.3. Prior to the programming and distribution/installation of all equipment a template review, one each per radio template, shall be submitted to the team director for review and approval.
- 6.4. It is the responsibility of the Radio System Administrator to ensure that all available State and local interoperability talkgroups are included in the programming templates, as appropriate.
- 6.5. This review and approval shall be completed within 20 business days of the submission of the radios.
- 6.6. Each agency shall be responsible for programming costs. Radios purchased under the L3 Harris contract will be programmed the initial two times that are included in the contract.
- 6.7. The first programming activity will be prior to the initial deployment; the second programming activity will be after radio deployment and operational use.
- 6.8. For radios ordered on the Communications International contract the Management Team will:
 - 6.8.1. coordinate the initial ordering, delivery, and inventory of all required subscriber equipment.
 - 6.8.2. supervise template development and programming activities.
 - 6.8.3. assist in coordinating mobile radio, mobile charger, and control station installations.
 - 6.8.4. Assist agencies when trying to resolve programming and/or installation issues, coordinate user training.
- 6.9. A master list of all equipment, serial numbers with associated user IDs will be maintained by the Radio System Administrator. Any authorized shops will provide the management team with all required information.

7. Radio Programming Management

- 7.1. All programming will be done by an authorized service shop, or allocated Habersham County personnel with a signed agreement between that programmer/shop and Habersham County.
- 7.2. Any requested or utilized talkgroup or channel used in the radios must have an agreement from the agency owning that talkgroup or channel. This agreement must specifically authorize the receiving agency to add the talkgroup or channel to be programmed in the radio. This request should be submitted by the department head with an official memo or email.

- 7.3. Any new, or updated Aliases requests for Radio IDs must be submitted by the requesting department head to the Radio System Administrator and the Management Team with an official memo or email.
- 7.4. Alias naming is the prerogative of the owning agency. However, it must follow standard structure.
 - 7.4.1. The change of a radio user also requires an updated alias associated with that new user.
 - 7.4.2. All Alias information (whether new or an update) must be submitted to the Radio System Administrator and Management Team, which will disseminate that new Alias to the communications supervisor to be updated within the system, when and if approved.
 - 7.4.3. All requests will be emailed to Habersham County Radio System Administrator and Management Team.
 - 7.4.4. Naming of Talkgroups, and their Aliases, are also at the discretion of the owning agency. Talkgroups must be submitted in three formats:
 - 7.4.4.1. One format containing 7 or fewer characters (Example: ABCdeFg)
 - 7.4.4.2. A second format containing 11 or fewer characters (Example: MF PD Disp)
 - 7.4.4.3. A third format that is a full named description of that talkgroup (Example: Habersham County Fire Department Dispatch)
 - 7.4.5.

8. Fleetmap and Programming Management Definitions

- 8.1. It should be noted that radio vendors utilize terminology that may overlap and apply to different items between the vendors. An example of this is with the word "Personality".
 - 8.1.1. In an L3Harris radio, a personality is defined as the overall programming for the entire radio. A profile is defined as an individual agency's program configuration, which may join other agencies within a single radio.
 - 8.1.2. For a Motorola Solutions radio, a codeplug is defined as the overall programming for the entire radio. A personality is an individual agency's program configuration, which may join other agencies within a single radio. Therefore, the codeplug may consist of multiple personalities.
- 8.2. It should be noted that for Motorola Radios revision control includes deleting codeplugs that are more than 2 revisions back.

9. Encryption

9.1. Encryption Key Management Overview

If not done properly, Encryption Key Management can lead to compromise and disclosure of private keys and compromise of the data. Users may understand it's important to encrypt electronic communications, but they may not be familiar with minimum standards for the protection of encryption keys.

9.2. Purpose

This policy outlines the requirements for protecting encryption keys that are under the control of end users. These requirements are designed to prevent unauthorized disclosure and subsequent fraudulent use. The protection methods outlined will include operational and technical controls, such as key backup procedures, encryption under a separate key and use of tamper-resistant hardware.

9.3. Scope

10. Public Access to Private Information

10.1. Any radio or device that is programmed and authorized on the Northeast Georgia Regional Radio Network will not be utilized to provide information to public sources. All communications on the system are considered critical, private, and sensitive information.

10.1.1. No communications data or voice communications on the Northeast Georgia Regional Radio Network will be made public through external websites, media sources, or any other entity without approval by the EM Director.

10.1.2. No programming information or encryption keys will be provided to any agency, individual, or organization for radio equipment or devices without the written approval of the EM Director and the Management Team.

10.1.3. Any radio equipment or device purchased or obtained for use on the Northeast Georgia Regional Radio Network will be owned by an agency authorized on the system. No individually, privately or commercially owned equipment is allowed without written authorization from the EM Director and the Management Team.

11. Policy Compliance

11.1. Compliance

The Radio System Administrator and management team will verify compliance with this policy through various methods, including but not limited to, periodic walk-throughs, business tool reports, internal and external audits, and feedback to the Director.

1.1. Exceptions

Any exception to the policy must be approved by the Radio System

Administrator and the Management Team in advance.

1.2. Non-Compliance

Upon notification of non-compliance the Radio System Administrator Management Team will conduct their research and report the violation to the EM Director. The Director will review the information and report it to the user's agency. In the event of an immediate threat to the system, the Director can disable user's access to the system.

12. Maintenance Responsibilities

To maintain the performance and reliability of the communications system it is vital that all equipment and user radios are in good repair and properly maintained.

12.1. Northeast Georgia Regional Radio Network

The Management Team is responsible for maintaining the communication sites including towers, buildings, transmitter equipment, microwave system, AC units, generators, and other ancillary equipment.

12.2. Users and Agencies

All radios and devices that are used on the communications system must meet the following maintenance guidelines.

12.2.1. Each radio must be kept in good repair when used on the system.

12.2.2. Each radio must have preventive maintenance performed on an annual basis or at intervals required by the equipment vendor.

12.2.3. Documentation must be provided to the Management Team to verify that each radio or equipment maintenance is current.

12.2.4. Failure to properly maintain radio equipment could result in the radio being disabled in the system.

13. Minimum Radio Technical Specifications

All radio equipment and devices purchased or obtained for use on the Northeast Georgia Regional Radio Network must meet the following specifications. Any deviations from these specifications must have written approval from the Radio System Administrator and the Management Team.

13.1. Mobile Radio Equipment

All proposed mobile radio equipment shall comply with APCO recommendations and EIA/ TIA standards for Project-25 Phase II, Public Safety 700/800 MHz trunked radio systems. The following minimum capabilities should exist:

13.1.1. Incorporate heavy-duty construction, weather-sealed enclosures and weather-sealed controls to meet Military Standard 810 C, D, E and F for water, shock, vibration, dust, humidity and high/low temperature performance.

- 13.1.2. Allow operations on Project-25 trunked and conventional (analog/Project-25) systems with priority scan of talk groups or channels.
- 13.1.3. Be capable of front ("dash") mount and rear mount ("split"), and dual control-head with single rear mount radio unit. Rear mount radios may require weatherproof control heads, speakers, microphones and other accessories (specific for fire operations or motorcycles).
- 13.1.4. incorporate electronic, alphanumeric displays (minimum of seven characters) to provide visual indication of system availability, channel/talk group/mode selection, incoming user ID and Emergency ID, call alerts, and operational status such as scan and channel busy.
- 13.1.5. EMERGENCY priority button on mobile radio control panels to initiate an emergency priority call. This button, while required to be available, is not required to be programmed.
- 13.1.6. All proposed public safety mobile radios shall be capable of multi-key digital voice encryption, using P-25 Phase II vocoder technology and federally approved AES-256-bit encryption, to provide security during transmission and reception of sensitive communications. Any deviation from this encryption standard must be approved by the management team.
- 13.1.7. The mobile radio shall include a Transmit Time-Out Timer, set to 60 seconds, to warn the user of excessive transmission length. Time out timer should automatically disable the radio's transmitter after a predetermined period; thereby eliminating talk group/channel interference caused by either a defective speaker/microphone or PTT button.
- 13.1.8. Minimum Mobile Radio Electrical Specifications
 - Channel Capacity: 1024 talkgroups
 - Talk Group Capacity: 16 Talkgroups per system/mode/zone
 - Primary Input Voltage: 11 to 16VDC, negative ground
 - Environmental: MIL-STD 810 C & D minimum for all users, with E & F additionally for public safety users, for shock, vibration, humidity and high/low temperature
- 13.1.9. Mobile Transmitter
 - Specifications Frequency
 - Range: 700/800 MHz RF
 - Output Impedance: 50 ohms
 - Output Power: Sufficient power to achieve required coverage, not less than 15 watts

Channel Spacing: 12.5/6.25 KHz

Modulation: 11K0F3E; 8K10F1E; 16K0F1E; 8K10F1D; 8K10F1W

Duty Cycle (EIA): Transmitter 20%

Mobile Receiver

Specifications Channel

Spacing: 12.5/6.25 KHz

Sensitivity: 20dB SINAD, 0.35 microvolts - 5% BER 0.35

microvolts Audio Output: 10 watts, no more than 3%

distortion at 1KHz

Duty Cycle (EIA): Receiver 100%

13.2. Portable Radio Equipment

All proposed portable radio equipment must comply with APCO recommendations and EIA/ TIA standards for Project-25 Phase II, Public Safety 700/800 MHz trunked radio systems. The following minimum capabilities should exist:

- 13.2.1. Heavy duty construction and weather-sealed cases to meet Military Standards 810 D, E and F for shock, vibration, dust, humidity, high/low temperature and blowing rain. Additionally, must meet FM 3640 Certification and Class 1 Division 1 (for hazardous / explosive environments)
- 13.2.2. Allow operations on Project-25 trunked and/or conventional (analog/ Project-25) systems with priority scan of talk groups or channels.
- 13.2.3. Separate, top-mounted rotary controls with positive stops for Volume and Channel (talkgroup) selection.
- 13.2.4. Incorporate electronic, alphanumeric (minimum seven-character) display to provide visual indication of system availability, channel/talk group selected, incoming user ID, call alerts and operational status such as scan, transmit or low battery.
- 13.2.5. Non-protruding PUSH-TO-TALK switch, which would prevent accidental transmitter operation or damage to the switch caused by impact. The radio shall transmit a programmed user ID when the PUSH-TO-TALK is activated.
- 13.2.6. Protected EMERGENCY button to allow easy access when needed but incorporating an ergonomic design whereby the emergency function could not be accidentally activated.
- 13.2.7. Portable radios may have a "hot mic" feature that activates the radio's microphone when the EMERGENCY button is pushed (for a minimum of 10 seconds). Activation time shall be

programmable.

13.2.8. The portable radio shall include a Transmit Time-Out Timer, set to 60 seconds, to warn the user that the radio may be transmitting longer than a predetermined time limit and then disable the transmitter.

13.2.9. All proposed public safety portable radios shall be capable of multi-key digital voice encryption, using P-25 Phase II vocoder technology and federally approved AES-256 bit encryption coding, to provide security during transmission and reception of sensitive communications.

13.2.10. User programmable audio alert in the event of loss of control channel.

13.2.11. Electrical Specifications

Channel capacity:	1024 talkgroups
Talk Group Capacity:	16 per system/mode/zone
Shock, Vibration, Humidity: C, D, E	Shall meet or exceed MIL STD 810 and for high/low temperature and blowing rain.
Frequency Range:	700/800 MHz umum

13.2.12. Portable Radio Transmitter Specifications

RF Output Impedance:	Sufficient power to achieve required coverage, but not less than 2.5 watts
Modulation:	11K0F3E;8K10F1E ;16K0F3E; 8K10F1D;8K10F1W

13.2.13. Portable Radio Receiver

Specifications Channel Spacing:	12.5 /6.25 KHz
Sensitivity:	20 dB Quieting 0.35 microvolts - 5% BER 0.35 microvolts

13.3. Control Station / Interop radio Equipment

A Control Station is defined as a mobile radio configured for indoor, desktop use. It shall include a mounting base (with integral speaker, if required), base station microphone, AC power supply, and external antenna.

All proposed Control Station equipment must comply with APCO recommendations and EIA/ TIA standards for Project-25 Phase II, Public Safety 700/800 MHz trunked radio systems. The following minimum capabilities should exist:

- 13.3.1. Available either as integrated 120VAC-powered desktop package or a remotely located, AC-powered radio package with separate "handset" type of desktop control unit.
- 13.3.2. Control stations and control unit shall have optional provision to operate from a standby 12VDC source (battery) upon failure of AC power.
- 13.3.3. Capable of local and remote-control operation (accessory connector)
- 13.3.4. Allow operations on Project-25 Phase II trunked and conventional (analog/Project-25) systems with priority scan of talk groups or channels.
- 13.3.5. All proposed public safety control stations shall be capable of multi-key digital voice encryption, using P-25 Phase II vocoder technology and federally approved AES-256 bit encryption coding, to provide security during transmission and reception of sensitive communications
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- 13.3.11. Control station specifications will be the same as the Mobile Radio specifications as listed in section 13.1.

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- The date of the revision.
- The section number that contains the revision.
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The following radio service shops are approved to provide maintenance to all radios on the Northeast Georgia Regional Radio Network.

Communications International

Radio Manufacture: L3/Harris

Mobile Communications America

Radio Manufacture: Motorola Solutions

Infrastructure Usage Fees Payment Procedure

Invoices for NEGRRN usage fees are to be paid by check to **Habersham County Board of Commissioners** and mailed to **130 Jacob's Way, Suite 302, Clarkesville, GA 30523**.

For questions on payment, please reach out to the department below.

Habersham County Finance Department

Accounts Receivable

Office: 706-839-0212

For questions, on usage fees and total counts reach out to the contact below.

EMA/E911

Tom Priddy

Radio System Administrator

Office: 706-839-0593

Email: tpriddy@habershamga.com

Year			
Month	July	August	September
radio total	308	308	308
per radio	80.79	80.79	80.79
per month	\$24,883.32	\$24,883.32	\$24,883.32

Year			
Month	July	August	September
radios total	308	308	308
per radio	80.79	80.79	80.79
per month	\$24,883.32	\$24,883.32	\$24,883.32

Year			
Month	July	August	September
radios total	308	308	308
per radio	80.79	80.79	80.79
per month	\$24,883.32	\$24,883.32	\$24,883.32

Year			
Month	July	August	September
radios total	308	308	308
per radio	80.79	80.79	80.79
per month	\$24,883.32	\$24,883.32	\$24,883.32

Year			
Month	July	August	September
radios total	308	308	308
per radio	80.79	80.79	80.79
per month	\$24,883.32	\$24,883.32	\$24,883.32

Year			
Month	July	August	September
radios total	308	308	308
per radio	80.79	80.79	80.79
per month	\$24,883.32	\$24,883.32	\$24,883.32

Year			
Month	July	August	September
radios total	308	308	308

per radio	80.79	80.79	80.79
per month	\$24,883.32	\$24,883.32	\$24,883.32
Year			
Month	July	August	September
radios total	308	308	308
per radio	80.79	80.79	80.79
per month	\$24,883.32	\$24,883.32	\$24,883.32
Year			
Month	July	August	September
radios total	308	308	308
per radio	80.79	80.79	80.79
per month	\$24,883.32	\$24,883.32	\$24,883.32
Year			
Month	July	August	September
radios total	308	310	308
per radio	80.79	80.79	80.79
per month	\$24,883.32	\$25,044.90	\$24,883.32
Year			
Month	July	August	September
radios total	308	310	308
per radio	80.79	80.79	80.79
per month	\$24,883.32	\$25,044.90	\$24,883.32
Year			
Month	July	August	September
radios total	308	310	308
per radio	80.79	80.79	80.79
per month	\$24,883.32	\$25,044.90	\$24,883.32
Year			
Month	July	August	September
radios total	308	308	308
per radio	80.79	80.79	80.79
per month	\$24,883.32	\$24,883.32	\$24,883.32
Year			
Month	July	August	September
radios total	308	308	308
per radio	80.79	80.79	80.79

per month	\$24,883.32	\$24,883.32	\$24,883.32
Year			
Month	July	August	September
radios total	308	308	308
per radio	80.79	80.79	80.79
per month	\$24,883.32	\$24,883.32	\$24,883.32
Year			
Month	July	August	September
radios total	308	308	308
per radio	80.79	80.79	80.79
per month	\$24,883.32	\$24,883.32	\$24,883.32
Year			
Month	July	August	September
radios total	308	308	308
per radio	80.79	80.79	80.79
per month	\$24,883.32	\$24,883.32	\$24,883.32



HABERSHAM COUNTY NGRN Inter-Agency

2026			
October	November	December	January
308	308	308	308
80.79	80.79	80.79	80.79
\$24,883.32	\$24,883.32	\$24,883.32	\$24,883.32
2027			
October	November	December	January
308	308	308	308
80.79	80.79	80.79	80.79
\$24,883.32	\$24,883.32	\$24,883.32	\$24,883.32
2028			
October	November	December	January
308	308	308	308
80.79	80.79	80.79	80.79
\$24,883.32	\$24,883.32	\$24,883.32	\$24,883.32
2029			
October	November	December	January
308	308	308	308
80.79	80.79	80.79	80.79
\$24,883.32	\$24,883.32	\$24,883.32	\$24,883.32
2030			
October	November	December	January
308	308	308	308
80.79	80.79	80.79	80.79
\$24,883.32	\$24,883.32	\$24,883.32	\$24,883.32
2031			
October	November	December	January
308	308	308	308
80.79	80.79	80.79	80.79
\$24,883.32	\$24,883.32	\$24,883.32	\$24,883.32
2032			
October	November	December	January
308	308	308	308

80.79	80.79	80.79	80.79
\$24,883.32	\$24,883.32	\$24,883.32	\$24,883.32
2033			
October	November	December	January
308	308	308	308
80.79	80.79	80.79	80.79
\$24,883.32	\$24,883.32	\$24,883.32	\$24,883.32
2034			
October	November	December	January
308	308	308	308
80.79	80.79	80.79	80.79
\$24,883.32	\$24,883.32	\$24,883.32	\$24,883.32
2035			
October	November	December	January
310	308	310	308
80.79	80.79	80.79	80.79
\$25,044.90	\$24,883.32	\$25,044.90	\$24,883.32
2036			
October	November	December	January
310	308	310	308
80.79	80.79	80.79	80.79
\$25,044.90	\$24,883.32	\$25,044.90	\$24,883.32
2037			
October	November	December	January
310	308	310	308
80.79	80.79	80.79	80.79
\$25,044.90	\$24,883.32	\$25,044.90	\$24,883.32
2038			
October	November	December	January
308	308	308	308
80.79	80.79	80.79	80.79
\$24,883.32	\$24,883.32	\$24,883.32	\$24,883.32
2039			
October	November	December	January
308	308	308	308
80.79	80.79	80.79	80.79

\$24,883.32	\$24,883.32	\$24,883.32	\$24,883.32
2040			
October	November	December	January
308	308	308	308
80.79	80.79	80.79	80.79
\$24,883.32	\$24,883.32	\$24,883.32	\$24,883.32
2041			
October	November	December	January
308	308	308	308
80.79	80.79	80.79	80.79
\$24,883.32	\$24,883.32	\$24,883.32	\$24,883.32
2042			
October	November	December	January
308	308	308	308
80.79	80.79	80.79	80.79
\$24,883.32	\$24,883.32	\$24,883.32	\$24,883.32

***This only includes radio count totals for maintenance/access. Fee**

Agreement Fee Schedule

2027		
February	March	April
308	308	308
80.79	80.79	80.79
\$24,883.32	\$24,883.32	\$24,883.32
2028		
February	March	April
308	308	308
80.79	80.79	80.79
\$24,883.32	\$24,883.32	\$24,883.32
2029		
February	March	April
308	308	308
80.79	80.79	80.79
\$24,883.32	\$24,883.32	\$24,883.32
2030		
February	March	April
308	308	308
80.79	80.79	80.79
\$24,883.32	\$24,883.32	\$24,883.32
2031		
February	March	April
308	308	308
80.79	80.79	80.79
\$24,883.32	\$24,883.32	\$24,883.32
2032		
February	March	April
308	308	308
80.79	80.79	80.79
\$24,883.32	\$24,883.32	\$24,883.32
2033		
February	March	April
308	308	308

80.79	80.79	80.79
\$24,883.32	\$24,883.32	\$24,883.32
2034		
February	March	April
308	308	308
80.79	80.79	80.79
\$24,883.32	\$24,883.32	\$24,883.32
2035		
February	March	April
308	308	308
80.79	80.79	80.79
\$24,883.32	\$24,883.32	\$24,883.32
2036		
February	March	April
310	308	310
80.79	80.79	80.79
\$25,044.90	\$24,883.32	\$25,044.90
2037		
February	March	April
310	308	310
80.79	80.79	80.79
\$25,044.90	\$24,883.32	\$25,044.90
2038		
February	March	April
310	308	310
80.79	80.79	80.79
\$25,044.90	\$24,883.32	\$25,044.90
2039		
February	March	April
308	308	308
80.79	80.79	80.79
\$24,883.32	\$24,883.32	\$24,883.32
2040		
February	March	April
308	308	308
80.79	80.79	80.79

\$24,883.32	\$24,883.32	\$24,883.32
2041		
February	March	April
308	308	308
80.79	80.79	80.79
\$24,883.32	\$24,883.32	\$24,883.32
2042		
February	March	April
308	308	308
80.79	80.79	80.79
\$24,883.32	\$24,883.32	\$24,883.32
2043		
February	March	April
308	308	308
80.79	80.79	80.79
\$24,883.32	\$24,883.32	\$24,883.32

s can increase with the addition of mobile app users.

2026-2027		
May	June	
308	308	308
80.79	80.79	969.49
\$24,883.32	\$24,883.32	\$298,599.84
2027-2028		
May	June	Annual
308	308	308
80.79	80.79	969.49
\$24,883.32	\$24,883.32	\$298,599.84
2028-2029		
May	June	Annual
308	308	308
80.79	80.79	969.49
\$24,883.32	\$24,883.32	\$298,602.92
2029-2030		
May	June	Annual
308	308	308
80.79	80.79	969.49
\$24,883.32	\$24,883.32	\$298,602.92
2030-2031		
May	June	Annual
308	308	308
80.79	80.79	969.49
\$24,883.32	\$24,883.32	\$298,602.92
2031-2032		
May	June	Annual
308	308	308
80.79	80.79	969.49
\$24,883.32	\$24,883.32	\$298,602.92
2032-2033		
May	June	Annual
308	308	308

80.79	80.79	969.49
\$24,883.32	\$24,883.32	\$298,602.92
		2033-2034
May	June	Annual
308	308	308
80.79	80.79	969.49
\$24,883.32	\$24,883.32	\$298,602.92
		2034-2035
May	June	Annual
308	308	308
80.79	80.79	969.49
\$24,883.32	\$24,883.32	\$298,602.92
		2035-2036
May	June	Annual
308	310	308
80.79	80.79	969.49
\$24,883.32	\$25,044.90	\$298,602.92
		2036-2037
May	June	Annual
308	310	308
80.79	80.79	969.49
\$24,883.32	\$25,044.90	\$298,602.92
		2037-2038
May	June	Annual
308	310	308
80.79	80.79	969.49
\$24,883.32	\$25,044.90	\$298,602.92
		2038-2039
May	June	Annual
308	308	308
80.79	80.79	969.49
\$24,883.32	\$24,883.32	\$298,602.92
		2039-2040
May	June	Annual
308	308	308
80.79	80.79	969.49

\$24,883.32	\$24,883.32	\$298,602.92
		2040-2041
May	June	Annual
308	308	308
80.79	80.79	969.49
\$24,883.32	\$24,883.32	\$298,602.92
		2041-2042
May	June	Annual
308	308	308
80.79	80.79	969.49
\$24,883.32	\$24,883.32	\$298,602.92
		2042-2043
May	June	Annual
308	308	308
80.79	80.79	969.49
\$24,883.32	\$24,883.32	\$298,602.92



HABERSHAM CO SO

11/6/2025

	Serial Number	Model	LID	ASSIGNED	PERSONALITY
1	A4019800594F	XL-95P	0010-0818-0101	101	HABERSHAM CO SO XL95P
2	A40198005950	XL-95P	0010-0818-0103	103	HABERSHAM CO SO XL95P
3	A40198005951	XL-95P	0010-0818-0104	104	HABERSHAM CO SO XL95P
4	A40198005952	XL-95P	0010-0818-0105	105	HABERSHAM CO SO XL95P
5	A40198005953	XL-95P	0010-0818-0106	106	HABERSHAM CO SO XL95P
6	A40198005954	XL-95P	0010-0818-0107	107	HABERSHAM CO SO XL95P
7	A40198005955	XL-95P	0010-0818-0108	108	HABERSHAM CO SO XL95P
8	A40198005956	XL-95P	0010-0818-0109	109	HABERSHAM CO SO XL95P
9	A40198005957	XL-95P	0010-0818-0110	110	HABERSHAM CO SO XL95P
10	A40198005958	XL-95P	0010-0818-0111	111	HABERSHAM CO SO XL95P
11	A40198005963	XL-95P	0010-0818-0112	112	HABERSHAM CO SO XL95P
12	A40198005964	XL-95P	0010-0818-0113	113	HABERSHAM CO SO XL95P
13	A40198005965	XL-95P	0010-0818-0114	114	HABERSHAM CO SO XL95P
14	A40198005966	XL-95P	0010-0818-0115	115	HABERSHAM CO SO XL95P
15	A40198005967	XL-95P	0010-0818-0116	116	HABERSHAM CO SO XL95P
16	A40198005968	XL-95P	0010-0818-0117	117	HABERSHAM CO SO XL95P
17	A40198005969	XL-95P	0010-0818-0118	118	HABERSHAM CO SO XL95P
18	A4019800596A	XL-95P	0010-0818-0119	119	HABERSHAM CO SO XL95P
19	A4019800596B	XL-95P	0010-0818-0121	121	HABERSHAM CO SO XL95P
20	A4019800596C	XL-95P	0010-0818-0122	122	HABERSHAM CO SO XL95P
21	A4019800596D	XL-95P	0010-0818-0123	123	HABERSHAM CO SO XL95P
22	A4019800596E	XL-95P	0010-0818-0124	124	HABERSHAM CO SO XL95P
23	A4019800596F	XL-95P	0010-0818-0125	125	HABERSHAM CO SO XL95P
24	A40198005970	XL-95P	0010-0818-0128	128	HABERSHAM CO SO XL95P
25	A40198005971	XL-95P	0010-0818-0129	129	HABERSHAM CO SO XL95P
26	A40198005972	XL-95P	0010-0818-0130	130	HABERSHAM CO SO XL95P
27	A40198005973	XL-95P	0010-0818-0131	131	HABERSHAM CO SO XL95P
28	A40198005974	XL-95P	0010-0818-0132	132	HABERSHAM CO SO XL95P
29	A40198005975	XL-95P	0010-0818-0133	133	HABERSHAM CO SO XL95P
30	A40198005976	XL-95P	0010-0818-0134	134	HABERSHAM CO SO XL95P
31	A40198005995	XL-95P	0010-0818-0135	135	HABERSHAM CO SO XL95P
32	A40198005996	XL-95P	0010-0818-0136	136	HABERSHAM CO SO XL95P
33	A40198005997	XL-95P	0010-0818-0137	137	HABERSHAM CO SO XL95P
34	A40198005998	XL-95P	0010-0818-0138	138	HABERSHAM CO SO XL95P
35	A40198005999	XL-95P	0010-0818-0139	139	HABERSHAM CO SO XL95P
36	A4019800599A	XL-95P	0010-0818-0140	140	HABERSHAM CO SO XL95P
37	A4019800599B	XL-95P	0010-0818-0141	141	HABERSHAM CO SO XL95P
38	A4019800599C	XL-95P	0010-0818-0143	143	HABERSHAM CO SO XL95P
39	A4019800599D	XL-95P	0010-0818-0144	144	HABERSHAM CO SO XL95P
40	A4019800599E	XL-95P	0010-0818-0147	147	HABERSHAM CO SO XL95P
41	A401980059A9	XL-95P	0010-0818-0148	148	HABERSHAM CO SO XL95P
42	A401980059AA	XL-95P	0010-0818-0149	149	HABERSHAM CO SO XL95P
43	A401980059AC	XL-95P	0010-0818-0150	150	HABERSHAM CO SO XL95P
44	A401980059AD	XL-95P	0010-0818-0153	153	HABERSHAM CO SO XL95P
45	A401980059AE	XL-95P	0010-0818-0154	154	HABERSHAM CO SO XL95P
46	A401980059AF	XL-95P	0010-0818-0155	155	HABERSHAM CO SO XL95P
47	A401980059B0	XL-95P	0010-0818-0157	157	HABERSHAM CO SO XL95P
48	A401980059B1	XL-95P	0010-0818-0158	158	HABERSHAM CO SO XL95P
49	A401980059B2	XL-95P	0010-0818-0167	167	HABERSHAM CO SO XL95P
50	A401980059BD	XL-95P	0010-0818-0168	168	HABERSHAM CO SO XL95P
51	A401980059BE	XL-95P	0010-0818-0170	170	HABERSHAM CO SO XL95P
52	A401980059BF	XL-95P	0010-0818-0171	171	HABERSHAM CO SO XL95P
53	A401980059C0	XL-95P	0010-0818-0173	173	HABERSHAM CO SO XL95P

54	A401980059C1	XL-95P	0010-0818-0174	174	HABERSHAM CO SO XL95P
55	A401980059C2	XL-95P	0010-0818-0175	175	HABERSHAM CO SO XL95P
56	A401980059C3	XL-95P	0010-0818-0180	180	HABERSHAM CO SO XL95P
57	A401980059C4	XL-95P	0010-0818-0181	181	HABERSHAM CO SO XL95P
58	A401980059C5	XL-95P	0010-0818-0182	182	HABERSHAM CO SO XL95P
59	A401980059C6	XL-95P	0010-0818-2096	PIO	HABERSHAM CO SO XL95P
60	A401980059DB	XL-95P	SPARE		HABERSHAM CO SO XL95P
61	A401980059DC	XL-95P	SPARE		HABERSHAM CO SO XL95P
62	A401980059DD	XL-95P	SPARE		HABERSHAM CO SO XL95P
63	A401980059DE	XL-95P	SPARE		HABERSHAM CO SO XL95P
64	A40198005CF1	XL-95P		SRO	HABERSHAM CO SO XL95P
65	A40198005D75	XL-95P		SRO	HABERSHAM CO SO XL95P
66	A40198005CF2	XL-95P		SRO	HABERSHAM CO SO XL95P
67	A40198005D76	XL-95P		SRO	HABERSHAM CO SO XL95P
68	A40198005CF	XL-95P		SRO	HABERSHAM CO SO XL95P
69	A40198005D77	XL-95P		SRO	HABERSHAM CO SO XL95P
70	A40198005CF5	XL-95P		SRO	HABERSHAM CO SO XL95P
71	A40198005D7A	XL-95P		SRO	HABERSHAM CO SO XL95P
72	A40198005D73	XL-95P		SRO	HABERSHAM CO SO XL95P
73	A40198005D7B	XL-95P		SRO	HABERSHAM CO SO XL95P
74	A40198005D74	XL-95P		SRO	HABERSHAM CO SO XL95P
75	A40198005D7C	XL-95P		SRO	HABERSHAM CO SO XL95P
1	A40209244908	XG-75M	0010-0818-1100	SOV1	HABERSHAM CO SO XG75M
2	A40209244909	XG-75M	0010-0818-1101	SOV2	HABERSHAM CO SO XG75M
3	A40209244910	XG-75M	0010-0818-1102	SOV3	HABERSHAM CO SO XG75M
4	A40209244911	XG-75M	0010-0818-1103	SOV4	HABERSHAM CO SO XG75M
5	A40209244912	XG-75M	0010-0818-1104	SOV5	HABERSHAM CO SO XG75M
6	A40209244913	XG-75M	0010-0818-1105	SOV6	HABERSHAM CO SO XG75M
7	A40209244914	XG-75M	0010-0818-1106	SOV7	HABERSHAM CO SO XG75M
8	A40209244915	XG-75M	0010-0818-1107	SOV8	HABERSHAM CO SO XG75M
9	A40209244916	XG-75M	0010-0818-1108	SOV9	HABERSHAM CO SO XG75M
10	A40209244917	XG-75M	0010-0818-1109	SOV10	HABERSHAM CO SO XG75M
11	A40209244918	XG-75M	0010-0818-1110	SOV11	HABERSHAM CO SO XG75M
12	A40209244919	XG-75M	0010-0818-1111	SOV12	HABERSHAM CO SO XG75M
13	A40209244920	XG-75M	0010-0818-1112	SOV13	HABERSHAM CO SO XG75M
14	A40209244921	XG-75M	0010-0818-1113	SOV14	HABERSHAM CO SO XG75M
15	A40209244922	XG-75M	0010-0818-1114	SOV15	HABERSHAM CO SO XG75M
16	A40209244923	XG-75M	0010-0818-1115	SOV16	HABERSHAM CO SO XG75M
17	A40209244924	XG-75M	0010-0818-1116	SOV17	HABERSHAM CO SO XG75M
18	A40209244926	XG-75M	0010-0818-1117	SOV18	HABERSHAM CO SO XG75M
19	A40209244927	XG-75M	0010-0818-1118	SOV19	HABERSHAM CO SO XG75M
20	A40209244928	XG-75M	0010-0818-1119	SOV20	HABERSHAM CO SO XG75M
21	A40209244929	XG-75M	0010-0818-1120	SOV21	HABERSHAM CO SO XG75M
22	A40209244930	XG-75M	0010-0818-1121	SOV22	HABERSHAM CO SO XG75M
23	A40209244931	XG-75M	0010-0818-1122	SOV23	HABERSHAM CO SO XG75M
24	A40209244932	XG-75M	0010-0818-1123	SOV24	HABERSHAM CO SO XG75M
25	A40209244938	XG-75M	0010-0818-1124	SOV25	HABERSHAM CO SO XG75M
26	A40209244939	XG-75M	0010-0818-1125	SOV26	HABERSHAM CO SO XG75M
27	A40209244940	XG-75M	0010-0818-1126	SOV27	HABERSHAM CO SO XG75M
28	A40209244941	XG-75M	0010-0818-1127	SOV28	HABERSHAM CO SO XG75M
29	A40209244942	XG-75M	0010-0818-1128	SOV29	HABERSHAM CO SO XG75M
30	A40209244943	XG-75M	0010-0818-1129	SOV30	HABERSHAM CO SO XG75M
31	A40209244944	XG-75M	0010-0818-1130	SOV31	HABERSHAM CO SO XG75M
32	A40209244945	XG-75M	0010-0818-1131	SOV32	HABERSHAM CO SO XG75M
33	A40209244946	XG-75M	0010-0818-1132	SOV33	HABERSHAM CO SO XG75M

34	A40209244947	XG-75M	0010-0818-1133	SOV34	HABERSHAM CO SO XG75M
35	A40209244948	XG-75M	0010-0818-1134	SOV35	HABERSHAM CO SO XG75M
36	A40209244949	XG-75M	0010-0818-1135	SOV36	HABERSHAM CO SO XG75M
37	A40209244950	XG-75M	0010-0818-1136	SOV37	HABERSHAM CO SO XG75M
38	A40209244951	XG-75M	0010-0818-1137	SOV38	HABERSHAM CO SO XG75M
39	A40209244952	XG-75M	0010-0818-1138	SOV39	HABERSHAM CO SO XG75M
40	A40209244968	XG-75M	0010-0818-1139	SOV40	HABERSHAM CO SO XG75M
41	A40209244969	XG-75M	0010-0818-1140	SOV41	HABERSHAM CO SO XG75M
42	A40209244970	XG-75M	0010-0818-1141	SOV42	HABERSHAM CO SO XG75M
43	A40209244971	XG-75M	0010-0818-1142	SOV43	HABERSHAM CO SO XG75M
44	A40209244972	XG-75M	0010-0818-1143	SOV44	HABERSHAM CO SO XG75M
45	A40209244973	XG-75M	0010-0818-1144	SOV45	HABERSHAM CO SO XG75M
46	A40209244974	XG-75M	0010-0818-1145	SOV46	HABERSHAM CO SO XG75M
47	A40209244975	XG-75M	0010-0818-1146	SOV47	HABERSHAM CO SO XG75M
48	A40209244976	XG-75M	0010-0818-1147	SOV48	HABERSHAM CO SO XG75M
49	A40209244977	XG-75M	0010-0818-1148	SOV49	HABERSHAM CO SO XG75M
50	A40209244978	XG-75M	0010-0818-1149	SOV50	HABERSHAM CO SO XG75M
51	A40209244979	XG-75M	0010-0818-1150	SOV51	HABERSHAM CO SO XG75M
52	A40209244980	XG-75M	0010-0818-1151	SOV52	HABERSHAM CO SO XG75M
53	A40209244981	XG-75M	0010-0818-1152	SOV53	HABERSHAM CO SO XG75M
54	A40209244982	XG-75M	0010-0818-1153	SOV54	HABERSHAM CO SO XG75M
55	A40209244983	XG-75M	0010-0818-1154	SOV55	HABERSHAM CO SO XG75M
56	A40209244984	XG-75M	0010-0818-1155	SOV56	HABERSHAM CO SO XG75M
57	A40209244985	XG-75M	0010-0818-1156	SOV57	HABERSHAM CO SO XG75M
58	A40209244986	XG-75M	0010-0818-1157	SOV58	HABERSHAM CO SO XG75M
59	A40209244987	XG-75M	0010-0818-1158	SOV59	HABERSHAM CO SO XG75M
60	A40209244988	XG-75M	0010-0818-1159	SOV60	HABERSHAM CO SO XG75M
61	A40209244989	XG-75M	0010-0818-1160	SOV61	HABERSHAM CO SO XG75M
62	A40209244990	XG-75M	0010-0818-1161	SOV62	HABERSHAM CO SO XG75M
63	A40209244991	XG-75M	0010-0818-1162	SOV63	HABERSHAM CO SO XG75M
1	a40153105568	XG-25M	0010-0818-0099	JAIL BASE	HABERSHAM CO SO XG75M
2	A40153105359	XG-25M	0010-0818-0098	SOUTH BASE	HABERSHAM CO SO XG75M
1	837ccp0371	APX900	0010-0818-0097	motorcycle1	HAB SO APX900
2	837ccp0370	APX900	0010-0818-0096	motorcycle 2	HAB SO APX900

**STATE OF GEORGIA
HABERSHAM COUNTY**

**NORTHEAST GEORGIA REGIONAL RADIO NETWORK
INTERGOVERNMENTAL AGREEMENT
TOWN OF MT. AIRY, GEORGIA**

An intergovernmental agreement permitting the use of Habersham County's Northeast Georgia Regional Radio Network by the Town of Mt. Airy, Georgia for public safety and public service radio communication.

This Agreement is entered into as of the date of the last signature hereto ("Effective Date") between Habersham County, Georgia, by and through the Habersham County Board of Commissioners, a body politic and corporate ("COUNTY"), with its principal offices at 130 Jacob's Way, Clarkesville Georgia 30523, and the Town of Mt. Airy, a municipal corporation organized under the laws of the State of Georgia acting by and through the Town Council of the Town of Mt. Airy, hereinafter referred to as ("USER"), with its principal offices at 1231 Dicks Hill Parkway, Mt. Airy, Georgia 30563. This Agreement is created under the existing laws of the State of Georgia and the Federal Communications Commission (the "FCC").

WHEREAS, the COUNTY owns and maintains a Project-25 Phase II Public Safety 700/800 MHz trunked radio communications system [known as the Northeast Georgia Regional Radio Network ("NEGRRN" or "System")] that provides radio and data communications coverage for areas within the boundaries of Habersham County; and

WHEREAS, the USER desires to utilize the COUNTY's System for public safety radio communications; and

WHEREAS, the COUNTY's System will provide interagency radio communication between the COUNTY and USER; and

WHEREAS, Part 90 of the Federal Communications Commission Rules and Regulations promote the use of interagency interoperability; and

WHEREAS, the USER agrees to compensate the COUNTY for a portion of the operational cost of the System radios, infrastructure and terminal equipment beginning July 1, 2026, and in subsequent years as set forth as part of this Agreement; and

WHEREAS, the USER agrees to abide by the rules and regulations set forth by Part 90 of the Federal Communication Commission Rules and Regulations for public safety radio communications, specifically including the NEGRRN, User

Equipment and Encryption Key Management Plan attached hereto as Exhibit "A" and incorporated herein by reference thereto; and

WHEREAS, units of local government are authorized and encouraged to enter into intergovernmental cooperation agreements pursuant to Article IX, Section III, Paragraph I of the Georgia Constitution; and

WHEREAS, the COUNTY and the USER have determined that it is in the best interests of their respective residents and taxpayers to execute this Agreement.

NOW, THEREFORE, BE IT RESOLVED, both parties agree that the above and foregoing recitals are incorporated by reference as if fully set forth herein and further agree herein as follows:

AGREEMENT

1. Use of the System

USER wishes to utilize the NEGRN for its public safety radio communications coverage and to establish interagency communication with the COUNTY and any other agency with similar agreement. USER agrees to utilize the system in accordance with the rules and regulations of the FCC, the COUNTY (including the NEGRN, User Equipment and Encryption Key Management Plan attached hereto), and the State of Georgia and will operate the System in a professional manner and only for USER's official business purposes. The COUNTY will not be responsible for additional coverage requirements as the USER's needs may grow, but will allow the USER to purchase, at the USER's expense, additional infrastructure to increase the USER's indoor coverage to designated critical facilities or buildings (e.g., distributed antenna system, bi-directional amplifier, and satellite receiver site) to the extent that such is reasonably available as determined by the County pursuant to paragraph 3.1 hereof.

2. Equipment Requirements

2.1 USER shall purchase equipment, at the USER's expense, which will allow access to the COUNTY's System. The USER shall only utilize portables, mobiles, control stations, MDTs, and accessories that meet the specifications established for the System. All USER radios must be capable of being disabled remotely by the COUNTY. USER shall be solely responsible for purchasing equipment appropriate and necessary for its purposes and shall be responsible for determining whether its equipment will be operational on the COUNTY's System. Any incompatibility of equipment obtained by USER will be at USER'S sole risk, responsibility and expense.

2.2 The COUNTY may voluntarily make upgrades or other changes to the COUNTY's System and will have the sole discretion to update or change the system, subject to the

following: 1) a good faith duty to discuss with USER, at least 90 days prior to enactment of any changes or

upgrades contemplated by this section, the reason, nature, and costs thereof; and 2) no upgrade or change shall violate the terms of this Agreement so long as it remains in full force and effect.

3. System Access

3.1 USER may request additional subscriber units by making formal application with supporting documentation of need to the Habersham County Emergency Management Agency ("EMA") Director or designee. The EMA Director or designee, in reviewing an application, will take into account system loading, airtime usage, and number of System busies, and will make a decision based on maintaining the efficiency of the COUNTY's System for all users.

3.2 USER guarantees that all persons operating subscriber units will be adequately trained in the use of the radio system. USER further guarantees that all operators will comply with all federal, state, and county laws, codes, regulations and ordinances. Alleged violations of any applicable law will be reviewed by the EMA Director after providing written notice of the alleged violation to the USER, and providing an evidentiary hearing meeting due process standards, and following due process hearings. Upon finding that a violation has occurred, the EMA Director or designee shall have the authority to remove a unit(s) from the System, place the USER on probation or take other reasonable action. Persistent violations or misuse of the System may result in the USER being removed entirely from the System. The removal of a USER from the System may be initiated by: 1) the Habersham County EMA Director; or 2) USER, in the event that USER desires to leave the System and provide its own public safety radio communications system upon termination of this Agreement.

4. Infrastructure Usage Fees and Terms

USER will pay the COUNTY an operational fee ("Usage Fee"), which is to be paid in accordance with the payment procedure set out upon Exhibit "B". The Usage Fees for USER's access and use of the System are set forth in attached Exhibit "C" entitled Habersham County NEGRN Inter-Agency Agreement Fee Schedule ("Fee Schedule"). Usage Fees will be calculated based on the number of subscriber units accessible to USER for the year. March of every year the User count will be completed to determine the usage fee total. The Usage Fees may adjust from year to year in accordance with the Cash Flow Analysis attached hereto as Exhibit "D". Notice of any adjusted Usage Fee will be furnished at least 60 days prior to billing. COUNTY will also furnish USER with an annual budget projection for the upcoming fiscal year by June 1 of each year this Agreement is in effect. Both parties agree to the amounts set forth in the Fee Schedule (Exhibit "C") for the initial billing cycle. USER agrees to pay the fees listed in the Fee Schedule within 60 days of billing. Failure to timely pay may

result in termination of the within Agreement. The billing cycle will be for 12 months of subscriber use. Billing will be scheduled each year on the last week of May. The billing total will be calculated to include the previous 10 months and the forecast for the next two months. The COUNTY shall bill the USER on an annual basis at least 60 days before the due date.

5. System Upgrades and Expansion

COUNTY shall, schedule periodic meetings with all participating parties on system status and future growth that could affect per radio pricing. When or if system upgrades and expansion are required the county will implement an extended notice period, provide a detailed presentation outlining the necessity and timing, opportunity for municipal input outside periodic meeting, and a flexible implementation timeline that can be adjusted by mutual agreement

6. License

COUNTY shall, as part of this Agreement, hold and maintain a valid Federal Communications Commission license to operate the Habersham County System. USER agrees to operate under and comply with all specifications, limitations, requirements, and conditions of the COUNTY's license. USER agrees that the COUNTY's System Administrator shall monitor all communication on the System to ensure compliance with Part 90 of Title 47 the Code of Federal Regulations (Private Land Mobile Radio Services). After an evidentiary hearing meeting due process standards, should misconduct be determined to have occurred, then the Administrator reserves the right to rectify any misconduct constituting a violation of Part 90 of the Code of Federal Regulations so as not to jeopardize the COUNTY's FCC license. USER agrees that the exercise of a remedy for any such misconduct rests entirely within the discretion of the Administrator. USER also agrees and understands that said remedies may include an immediate cessation of service.

7. Non-interference

USER agrees and warrants that its use of the Habersham County NEGRN will not cause interference to or with other users of the System. USER also agrees not to install any infrastructure that will cause coverage interference to the System. Any equipment, devices or subscriber units which may cause interference on the COUNTY's System shall be immediately taken out of service and repaired by USER. USER will be responsible for all repair costs and for any damages or consequences arising out of such problematic device, equipment or unit.

8. Term; Termination

8.1 This Agreement will commence upon the Effective Date and continue until June 30, 2027 (the "initial term"). At the expiration of the initial term this Agreement will automatically renew for consecutive one-year terms until terminated by either party by providing at least 30

days written notice to the other party prior to the commencement of any subsequent renewal term.

8.2 Additionally, either party shall have an absolute right to terminate this agreement without cause upon 60 days written notice to the other. This provision shall survive the termination of this Agreement.

8.3 Additionally, in the event full payment of fees due to the County under this Agreement have not been received by the County within sixty (60) days of the date payment is due, The County will notify the city of delinquent fees. If the fees are not received within sixty (30) days of the delinquency notice, The County will have the right to terminate this Agreement and disable all city subscribers on NEGRN. Once delinquent fees are received The County will reactivate all city subscribers on NEGRN. Exceptions for termination by default for non-payment include natural disaster, strikes, or government acts.

9. Warranties and Indemnification

9.1 EXCEPT AS SET FORTH ABOVE, COUNTY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. In no event shall COUNTY be liable to USER or any other party for any indirect, incidental, special or consequential damages, attributed to any malfunction of the System, regardless of the cause of action arising out of or in connection with a party's performance under this Agreement, even if a party has been advised of the possibility of such damages. The parties waive any claims for punitive or exemplary damages arising out of this Agreement. Either party's liability for claims brought under this Agreement or relating to users of the System, regardless of the form or cause of action, will be limited to direct damages, which will not exceed the amounts paid hereunder. Any legal action arising from or in connection with any defect or failure in the performance or nonperformance of any service provided by COUNTY, must be brought within one year after the event giving rise to such action. THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

9.2 USER agrees to defend themselves in any actions or disputes brought against the USER in connection with or as the result of this Agreement and agrees to defend, indemnify and hold COUNTY harmless and free from liability of any kind whatsoever resulting from the acts or conduct of the USER, its agents or representatives, or employees in the performance of this Agreement or in the furtherance thereof to the extent allowed by Georgia law.

9.3 COUNTY agrees to defend themselves in any actions or disputes brought against the COUNTY in connection with or as the result of this Agreement and agrees to defend, indemnify and hold USER harmless and free from any liability whatsoever resulting from the acts or conduct of the COUNTY, its agents and representatives, or employees in the performance of this Agreement or in the furtherance thereof.

10. Notices

Notices given by one party to the other under this Agreement will be in writing and will be delivered personally, sent by express delivery service, certified mail or first class U.S. mail postage prepaid and addressed to the respective parties as follows:

For County: Habersham County
 Board of Commissioners
 130 Jacob's Way
 Clarkesville, Georgia 30523

For City: Town of Mt. Airy
 P. O. Box 257
 Mt. Airy, Georgia 30563

or to such other address as either party designates by proper notice. Notices will be deemed given as of the earlier of a) the date of actual receipt, b) the next business day when notice is sent via express mail or personal delivery or c) three days after mailing in the case of first class or certified U.S. mail.

11. Assignment

Neither party will assign any right or obligation under this Agreement without the other party's prior written consent. Any attempted assignment will be void.

12. Force Majeure

Neither party, nor their respective employees or agents, will be liable in any way for delays, failure in performance, loss or damage due to any force majeure conditions including, but not limited to, labor strikes or labor disputes, acts of God, civil riot, restrictions by government authority, and any other causes beyond that party's reasonable control.

13. General

(a) Failure of either party to insist on performance of any term or condition of this Agreement or to exercise any right hereunder will not be construed as a continuing or future waiver of such term, condition, right or privilege.

(b) No third party shall have any rights under this Agreement as a third-party beneficiary.

(c) The parties represent that they have all requisite authority (corporate and otherwise) to enter into and perform the obligations under this Agreement.

(d) The rights and remedies set forth in this Agreement shall be the exclusive remedies, regardless of the cause of action, for the breach of this Agreement.

(e) Each party shall comply with all federal, state and local laws, rules and regulations applicable to its performance under this Agreement.

(f) If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a mutually agreeable valid and enforceable provision which so far as possible achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

14. Entire Agreement

This Agreement and the exhibits referred to herein, which are incorporated herein by this reference, constitute the entire agreement between the parties with respect to the subject matter hereof superseding all previous understandings and communications, oral and written, between the parties. This Agreement may not be modified, except by an instrument in writing signed by a duly authorized representative of each of the parties. The terms of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any invoice, purchase order or any other such document subsequently submitted by either party hereunder.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative as of the date of the last signature below.

Date: _____

HABERSHAM COUNTY, GEORGIA

Attest:

Chairman Bruce Harkness
Habersham County Board of Commissioners

Brandalin Carnes
County Clerk

Date: 9/14/2026

TOWN OF MT. AIRY, GEORGIA

Attest:

Shen Perry

Adam Miller
Mayor

Town Clerk

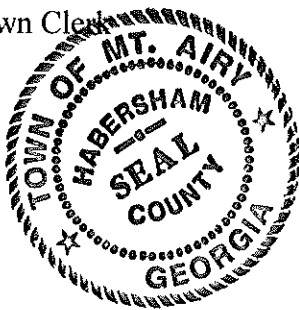


EXHIBIT "A"

Northeast Georgia Regional Radio Network Communications System, User Equipment, and Encryption Key Management Plan

Habersham County has lawfully established a Public Safety Communications System to provide Land Mobile Radio Communications to local emergency responders throughout the county. It has been determined that public safety communications can be more efficiently carried out through consolidation of the infrastructure, frequencies, equipment, and overall backbone of the public safety communication system. Habersham County Emergency Management and 911 are responsible for public safety communications, dispatching all emergency responders throughout Habersham County.

1. Definitions and Terms

"Agency Head" means the designated administrator for each agency with a signed user agreement.

"BOCC" means the Habersham Board of County Commissioners

"Certificate of Authority (CA)" means an approved end user agency on the System

"Digital Certificate" means a protected encrypted key used by the management team to authorize/activate encryption on a user radio.

"EMA Director" means the Habersham County Emergency Management Director.

"Franklin" means Franklin County.

"Habersham" means Habersham County.

"Management Plan" means the NEGRRN Communications System, User Equipment and Encryption Key Management Plan.

"Management Team" means a team developed by the County that will include the Radio System Administrator and subcontractors managing the Habersham County Communications System.

"NEGRRN" means the Northeast Georgia Regional Radio Network.

"Public Safety Communications System (System)" means a lawfully established public safety communications system to provide land mobile radio communications to the local emergency responders throughout Habersham County.

"Radio System Administrator" means the Habersham County employee designated to manage the two-way radio system.

“Talk Groups” means a virtual channel that allows specific groups of users to communicate independently within a shared network.

2. Consolidation of System

The NEGRRN shall be hosted and maintained by Habersham. The County will own all equipment required to maintain the infrastructure of the Core Communications System. Any end user subscriber devices included on the system shall be the responsibility of the end user agency. Any additional infrastructure added to the system for the purpose of extending coverage for end users shall be the responsibility of the end user agency after approval by the EMA Director.

2.1. Authority for operations

2.1.1. All radios and devices used on the Northeast Georgia Regional Radio Network must be owned and controlled by a government agency or commercial business with approved access to the Communications System. At no time will a device owned by a private individual be allowed. It is the responsibility of the owning agency to maintain control of assigned radios and devices.

2.1.2. Each agency shall be responsible for their agency’s operations on the Northeast Georgia Regional Radio Network.

2.1.3. The Radio System Administrator shall be responsible for the day-to-day radio infrastructure operations and System maintenance, which shall, except as otherwise expressly provided in this plan, be controlled by the policies and procedures of Habersham, which shall be amended to accommodate the unique tactical and operational protocols of all participating agencies.

2.1.4. Habersham’s Emergency Management Agency, in conjunction with the BOCC, shall establish standard radio user guidelines and procedures.

2.2. Incorporation of Services protocols

The agency(s) will continue to maintain complete control over their respective operations, and nothing contained herein shall be deemed to transfer or relinquish that control to any other entity or party to this plan.

2.3. Management Team Role

- 2.3.1. Habersham through the Radio System Administrator will provide day-to-day system management.
- 2.3.2. The System Management Team will provide System maintenance, System reports, fleet map and user profile management, LMR subscriber unit research and recommendations as well as a day-to-day user radio programming.
- 2.3.3. The Management Team will utilize contractors or other subject matter experts to facilitate management of the system as needed.

3. Communications System Infrastructure

- 3.1. System design is detailed in the “As built plans” provided by Communications International.
- 3.2. Any entry to System shelters, buildings, or equipment rooms shall be logged by the Habersham 911 Dispatch Center (Dispatch). All initial entries and final exits shall be called into Dispatch to be logged. When notifying Dispatch, the caller must state their name, company of employment, and immediate contact number when entering the shelters, buildings, or equipment rooms.

4. User/Subscriber Radios- Minimum operational characteristics

Any subscriber radio accessing the Northeast Georgia Regional Radio Network must have the following minimum capabilities and be authorized by the Radio System Administrator. All radios on the system must meet the requirements in this section. All radios operating in phase 1 FDMA mode must operate in phase 2 TDMA mode and be configured for Multi-Key AES encryption by the original date of connection to the System.

- 4.1. Must be P25 capable of meeting FCC Part 90 and all FCC rules.
- 4.2. All radio equipment must comply with APCO recommendations and EIA/TIA standards for Project-25 Phase I & II. Public Safety 700/800 MHz trunked radio systems.
- 4.3. Must be Phase II TDMA enabled.
- 4.4. Must be federally approved AES-256 multi-key encryption capable.

- 4.5. Non-public safety users may request a permanent exemption from encryption capabilities. The request must be submitted to the Radio System Administrator for approval.
- 4.6. Any temporary radio use, such as use on unencrypted event channels, may be exempt from required encryption capabilities, but requires approval from the Radio System Administrator.
- 4.7. The Radio System Administrator has the authority to disable any radio on the system. Killing or stunning the radio may be used as a last resort to remove radios from destructive operations.
- 4.8. The system fleet map will provide “event” Talk Groups (event for non-public safety and event for public safety) to allow simultaneous incidents to occur and be managed separately. There are also two unencrypted mutual aid Talk Groups provided that may be used by neighboring agencies to communicate with Habersham.
- 4.9. All public safety agencies joining the NEGRRN must include the following as part of their programming fleet map to ensure communications across all agencies and communities in Habersham.
 - 4.9.1. The “event 3” and “event 4” talk groups will be unencrypted.
 - 4.9.2. All agencies, regardless of public safety status, will be required to have the “event” Talk Groups provided in all system devices.
 - 4.9.3. All police, fire, and EMS agencies will have the two unencrypted mutual aid Talk Groups.
 - 4.9.4. The standard encryption key will only be changed upon direction of the Radio System Administrator and the System committee.
 - 4.9.5. Any change in encryption keys will be initiated by the user agency, reviewed by the Management Team and authorized by the Radio System Administrator and System committee.
- 4.10. The system may have an individual or a combined dispatch talk group.
 - 4.10.1. If an individual requests that this talk group will have a “Public” in nature status, it will become open to monitoring by scanners. If no standard encryption is used, it will be available to the public.
 - 4.10.2. Public Talk Groups will be at the discretion of the BOCC.

4.11. After the initial system deployment, subscriber devices capable of only a single key encryption or that do not otherwise meet the technical requirements hereof are subject to the following requirements.

4.11.1. Any exemption must be submitted to the Radio System Administrator for review and approval by the Management team.

4.11.2. If an exemption to the subscriber radio minimum requirements is granted by the Management Team, these additional subscriber radios must be upgraded to Phase II and multi-key encryption capable operations within 12 months of obtaining a system ID.

4.11.3. If devices cannot be acquired by the end of this 12-month period, that agency must resubmit its request for an exemption for use on the NEGRN.

5. New Users and Devices

5.1. All devices on the NEGRN must be owned by an agency as stated in section 2.1.1.

5.2. Each new system user must complete and submit a signed agreement to the Radio System Administrator. The Management Team will review and research system capabilities, coverage, fleet map and user IDs.

5.3. The Radio System Administrator will provide final review of the agreement.

5.4. Subscriber radios other than those purchased through the Habersham radio contract must be approved prior to issuing a radio ID on the system.

6. General Radio Programming and Installation Standards

6.1. The Management Team will be responsible for the development of radio programming templates, fleet map, talk groups and profiles associated with the creation of programming files and programming of all radios.

6.2. Subscriber programming shall only be done by an authorized member of the Management Team or authorized vendor as defined in section 7.1.

6.3. Prior to the programming and distribution/installation of all equipment a template review, one each per radio template, shall be submitted to the Radio System Administrator for review and approval.

6.4. It is the responsibility of the Radio System Administrator to ensure that all available state and local interoperability Talk Groups are included in the programming templates, as appropriate.

6.5. This review and approval shall be completed within 20 business days of the submission of the radios.

- 6.6. Each agency shall be responsible for programming costs. Radios purchased under the L3 Harris contract will be programmed the initial two times as provided in the contract.
- 6.7. The first programming activity will be prior to the initial deployment; the second programming activity will be after radio deployment and operational use.
- 6.8. For radios ordered on the Communications International contract the Management Team will:
 - 6.8.1. coordinate the initial ordering, delivery, and inventory of all required subscriber equipment.
 - 6.8.2. supervise template development and programming activities.
 - 6.8.3. assist in coordinating mobile radio, mobile charger, and control station installations.
 - 6.8.4. assist agencies when trying to resolve programming and/or installation issues, coordinate user training.
- 6.9. A master list of all equipment, serial numbers with associated user IDs will be maintained by the Radio System Administrator. Any authorized shops will provide the Management Team with all required information.

7. Radio Programming Management

- 7.1. All programming will be done by an authorized service shop (or allocated Habersham personnel) with a signed agreement between that programmer/ shop and Habersham.
- 7.2. Any requested or utilized Talk Group or channel used in the radio must have an agreement from the agency owning that Talk Group or channel. This agreement must specifically authorize the receiving agency to add the Talk Group or channel to be programmed in the radio. This request should be submitted by the department head with an official memo or email.
- 7.3. Any new or updated Alias request for radio ID must be submitted by the requesting department head to the Radio System Administrator and the Management Team with an official memo or email.
- 7.4. Alias naming is the prerogative of the owning agency. However, it must follow standard structure.
 - 7.4.1. The change of a radio user also requires an updated alias associated with that new user.
 - 7.4.2. All Alias information (whether new or an update) must be submitted to the Radio System Administrator and Management Team, which will disseminate that new Alias to the communications supervisor to be updated

within the system, when and if approved.

7.4.3. All requests will be emailed to Habersham County Radio System Administrator and Management Team.

7.4.4. Naming of Talk Groups, and their Aliases, are also at the discretion of the owning agency. Talk Groups must be submitted in three formats:

7.4.4.1. One format containing seven or fewer characters. (Example: ABCdeFg)

7.4.4.2. A second format containing 11 or fewer characters. (Example: MF PD Disp)

7.4.4.3. A third format that is a fully-named description of that Talk Group (Example: Habersham County Fire Department Dispatch)

8. Fleet map and Programming Management Definitions

8.1. It should be noted that radio vendors utilize terminology that may overlap and apply to different items between the vendors. An example of this is with the word "Personality".

8.1.1. In an L3Harris radio, a personality is defined as the overall programming for the radio. A profile is defined as an individual agency's program configuration, which may join other agencies with a single radio.

8.1.2. For a Motorola Solutions radio, a code plug is defined as the overall programming for the entire radio. A personality is an individual agency's program configuration, which may join other agencies within a single radio. Therefore, the code plug may consist of multiple personalities¹.

9. Encryption

9.1. Encryption Key Management Overview

If not done properly, Encryption Key Management can lead to compromise and disclosure of private keys plus compromise of the data. Users may understand it's important to encrypt electronic communications, but they may not be familiar with minimum standards for the protection of encryption keys.

9.2. Purpose

¹ It should be noted that for Motorola Radios revision control includes deleting code plugs that are more than two revisions back.

This policy outlines the requirements for protecting encryption keys that are under the control of end users. These requirements are designed to prevent unauthorized disclosure and subsequent fraudulent use. The protection methods outlined will include operational and technical controls, such as key backup procedures, encryption under a separate key and use of tamper-resistant hardware.

10. Public Access to Private Information

10.1. Any radio or device that is programmed and authorized on the Northeast Georgia Regional Radio Network will not be utilized to provide information to public sources. All communications on the system are considered critical, private, and sensitive.

10.1.1. No communications data or voice communications on the Northeast Georgia Regional Radio Network will be made public through external websites, media sources, or any other entity without approval by the EMA Director.

10.1.2. No programming information or encryption keys will be provided to any agency, individual, or organization for radio equipment or devices without the written approval of the EMA Director and the Management Team.

10.1.3. Any radio equipment or device purchased or obtained for use on the Northeast Georgia Regional Radio Network will be owned by an agency authorized on the system. No individually-, privately-, or commercially-owned equipment is allowed without written authorization from the EMA Director and the Management Team.

11. Policy Compliance

11.1. Compliance

The Radio System Administrator and Management Team will verify compliance with this policy through various methods including, but not limited to, periodic walk-throughs, business tool reports, internal and external audits, and feedback to the EM Director.

11.1.1 Exceptions

Any exception to the policy must be approved by the Radio System Administrator and the Management Team in advance.

11.1.2 Non-Compliance

Upon notification of non-compliance, the Radio System Administrator and Management Team will research and report the violation to the EM Director. The Radio System Director will review the information and report it to the user's agency. In the event of an immediate threat to the system, the Radio System

Director can disable a user's access to the system.

12. Maintenance Responsibilities

To maintain the performance and reliability of the communications system it is vital that all equipment and user radios are in good repair and properly maintained.

12.1. Northeast Georgia Regional Radio Network

The Management Team is responsible for maintaining the communication sites including towers, buildings, transmitter equipment, microwave system, AC units, generators, and other ancillary equipment.

12.2. Users and Agencies

All radios and devices that are used on the communications system must meet the following maintenance guidelines.

12.2.1. Each radio must be kept in good repair when used on the system.

12.2.2. Each radio must have preventive maintenance performed on an annual basis or at intervals required by the equipment vendor.

12.2.3. Documentation must be provided to the Management Team to verify that each radio or equipment maintenance is current.

12.2.4. Failure to properly maintain radio equipment could result in the radio being disabled in the system.

13. Minimum Radio Technical Specifications

All radio equipment and devices purchased or obtained for use on the NEGRN must meet the following specifications. Any deviations from these specifications must have written approval from the Radio System Administrator and the Management Team.

13.1. Mobile Radio Equipment

All proposed mobile radio equipment shall comply with APCO recommendations and EIA/ TIA standards for Project-25 Phase II, Public Safety 700/800 MHz trunked radio systems. The following minimum capabilities should exist:

13.1.1. Incorporate heavy-duty construction, weather-sealed enclosures and weather-sealed controls to meet Military Standard 810 C, D, E and F for water, shock, vibration, dust, humidity and high/low temperature performance.

13.1.2. Allow operations on Project-25 trunked and conventional (analog/Project-25) systems with priority scan of talk groups or channels.

13.1.3. Be capable of front ("dash") mount and rear mount ("split"), and dual control- head with single rear mount radio unit. Rear mount radios may require weatherproof control heads, speakers, microphones and other

accessories (specifically for fire operations or motorcycles).

- 13.1.4. Possess corporate electronic, alphanumeric displays (minimum of seven characters) to provide visual indication of system availability, channel/Talk Group/mode selection, incoming user ID and Emergency ID, call alerts, and operational status such as scan and channel busy.
- 13.1.5. EMERGENCY priority button required on mobile radio control panels to initiate an emergency priority call. This button, while required to be available, is not required to be programmed.
- 13.1.6. All proposed public safety mobile radios shall be capable of multi-key digital voice encryption, using P-25 Phase II vocoder technology and federally approved AES-256-bit encryption, to provide security during transmission and reception of sensitive communications. Any deviation from this encryption standard must be approved by the Management Team.
- 13.1.7. The mobile radio shall include a Transmit Time-Out Timer, set to 60 seconds, to warn the user of excessive transmission length. Time out timer should automatically disable the radio's transmitter after a predetermined period; thereby eliminating talk group/channel interference caused by either a defective speaker/microphone or PTT button.

13.1.8. Minimum Mobile Radio Electrical Specifications

Channel Capacity: 1024 Talk Groups

Talk Group Capacity: 16 Talk Groups per system/mode/zone

Primary Input Voltage: 11 to 16VDC, negative ground

Environmental: MIL-STD 810 C & D minimum for all users, with E & F additionally for public safety users, for shock, vibration, humidity and high/low temperature.

13.1.9. Mobile Transmitter Specifications

Frequency Range: 700/800 MHz RF

Output Impedance: 50 ohms

Output Power: Sufficient power to achieve required coverage but not less than 15 watts

Channel Spacing: 12.5/6.25 KHz

Modulation: 11K0F3E; 8K10F1E; 16K0F1E; 8K10F1D; 8K10F1W

Duty Cycle (EIA): Transmitter 20%

Mobile Receiver Specifications

Channel Spacing: 12.5/6.25 KHz

Sensitivity: 20dB SINAD, 0.35 microvolts - 5% BER 0.35 microvolts

Audio Output: 10 watts, no more than 3% distortion at 1KHz

Duty Cycle (EIA): Receiver 100%

13.2. Portable Radio Equipment

All proposed portable radio equipment must comply with APCO recommendations and EIA/ TIA standards for Project-25 Phase II, Public Safety 700/800 MHz trunked radio systems. The following minimum capabilities should exist:

- 13.2.1. Heavy duty construction and weather-sealed cases to meet Military Standards 810 D, E and F for shock, vibration, dust, humidity, high/low temperature and blowing rain. Additionally, must meet FM 3640 Certification and Class 1 Division 1 (for hazardous / explosive environments)
- 13.2.2. Allow operations on Project-25 trunked and/or conventional (analog/ Project-25) systems with priority scan of talk groups or channels.
- 13.2.3. Separate, top-mounted rotary controls with positive stops for Volume and Channel (Talk Group) selection.
- 13.2.4. Incorporate electronic, alphanumeric (minimum seven characters) display to provide visual indication of system availability, channel/talk group selected, incoming user ID, call alerts and operational status such as scan, transmit or low battery.
- 13.2.5. Non-protruding PUSH-TO-TALK switch, which would prevent accidental transmitter operation or damage to the switch caused by impact. The radio shall transmit a programmed user ID when the PUSH-TO-TALK is activated.
- 13.2.6. Protected EMERGENCY button to allow easy access when needed but incorporating an ergonomic design whereby the emergency function could not be accidentally activated.
- 13.2.7. Portable radios may have a "hot mic" feature that activates the radio's microphone when the EMERGENCY button is pushed (for a minimum of 10 seconds). Activation time shall be programmable.
- 13.2.8. The portable radio shall include a Transmit Time-Out Timer, set to 60 seconds, to warn the user that the radio may be transmitting longer than a predetermined time limit and then disable the transmitter.

13.2.9. All proposed public safety portable radios shall be capable of multi-key digital voice encryption, using P-25 Phase II vocoder technology and federally approved AES-256 bit encryption coding, to provide security during transmission and reception of sensitive communications.

13.2.10. User programmable audio alert in the event of loss of control channel.

13.2.11. Electrical Specifications

Channel capacity: 1024 Talk Groups

Talk Group Capacity: 16 per system/mode/zone

Shock, Vibration, Humidity: Shall meet or exceed MIL STD 810 C, D, E and for high/low temperature and blowing rain.

Frequency Range: 700/800 MHz minimum

13.2.12. Portable Radio Transmitter Specifications

RF Output Impedance: Sufficient power to achieve required coverage, but not less than 2.5 watts

Modulation: 11K0F3E;8K10F1E;16K0F3E;
8K10F1D;8K10F1W

13.2.13. Portable Radio Receiver Specifications

Channel Spacing: 12.5/6.25 KHz

Sensitivity: 20 dB Quieting 0.35 microvolts - 5%
BER 0.35 microvolts

13.3. Control Station / Interop Radio Equipment

A Control Station is defined as a mobile radio configured for indoor, desktop use. It shall include a mounting base (with integral speaker, if required), base station microphone, AC power supply, and external antenna.

All proposed Control Station equipment must comply with APCO recommendation and EIA/ TIA standards for Project-25 Phase II, Public Safety 700/800 MHz trunked radio systems. The following minimum capabilities should exist:

13.3.1. Available either as integrated 120V AC-powered desktop package or a remotely located, AC-powered radio package with separate "handset" type of desktop control unit.

13.3.2. Control stations and control units shall have optional provision to operate from a standby 12V DC source (battery) upon failure of AC power.

- 13.3.3. Capable of local and remote-control operation (accessory connector).
- 13.3.4. Allow operations on Project-25 Phase II trunked and conventional (analog/Project-25) systems with priority scan of talk groups or channels.
- 13.3.5. All proposed public safety control stations shall be capable of multi-key digital voice encryption, using P-25 Phase II vocoder technology and federally approved AES-256 bit encryption coding, to provide security during transmission and reception of sensitive communications
- 13.3.6. Incorporate electronic, alphanumeric displays (minimum of seven characters) to provide visual indication of system availability, channel/talk group selection, incoming user ID and Emergency ID, call alerts and operational status such as scan and channel busy.
- 13.3.7. The Control Station shall include a Transmit Time-Out Timer, set to 60 Seconds, to warn the user that the radio may be transmitting longer than a predetermined time limit and then disable the transmitter.
- 13.3.8. Control Station radios shall provide a contact closure/open collector output connection that activates when a “page alert” is received.
- 13.3.9. Control Station packaging shall incorporate sufficient electro-magnetic shielding of radio and power supply components to allow multiple control stations to be located at the same site without causing unit-to-unit interference.
- 13.3.10. Control Stations shall be installed with exterior antennas of a type and gain rating sufficient to provide acceptable operation. Interior “mag mount” antennas shall not be used without specific approval from Management Team.
- 13.3.11. Control Station specifications will be the same as the Mobile Radio specifications listed in section 13.1.

14. Revision History Requirements

All revisions made to this document after the published date will be documented in this section. All revisions will be made and documented by the EMA Director and the Management Team. The documented information will include the following:

- The date of the revision.
- The section number that contains the revision.
- And a summary and information pertaining to the revision.

14.1. Revision Document History

15. Authorized and Preferred Maintenance Shops

The following radio service shops are approved to provide maintenance to all radios on the Northeast Georgia Regional Radio Network.

Communications International:	Radio Manufacture: L3/Harris
Mobile Communications America	Radio Manufacture: Motorola Solutions

EXHIBIT “B”

EXHIBIT “C”

EXHIBIT “D”

**STATE OF GEORGIA
HABERSHAM COUNTY**

**NORTHEAST GEORGIA REGIONAL RADIO NETWORK
INTERGOVERNMENTAL AGREEMENT
TOWN OF TALLULAH FALLS, GEORGIA**

An intergovernmental agreement permitting the use of Habersham County's Northeast Georgia Regional Radio Network by the Town of Tallulah Falls, Georgia for public safety and public service radio communication.

This Agreement is entered into as of the date of the last signature hereto ("Effective Date") between Habersham County, Georgia, by and through the Habersham County Board of Commissioners, a body politic and corporate ("COUNTY"), with its principal offices at 130 Jacob's Way, Clarkesville Georgia 30523, and the Town of Tallulah Falls, a municipal corporation organized under the laws of the State of Georgia acting by and through the Town Council of the Town of Tallulah Falls, hereinafter referred to as ("USER"), with its principal offices at 255 Main Street, Tallulah Falls, Georgia 30573. This Agreement is created under the existing laws of the State of Georgia and the Federal Communications Commission (the "FCC").

WHEREAS, the COUNTY owns and maintains a Project-25 Phase II Public Safety 700/800 MHz trunked radio communications system [known as the Northeast Georgia Regional Radio Network ("NEGRRN" or "System")] that provides radio and data communications coverage for areas within the boundaries of Habersham County; and

WHEREAS, the USER desires to utilize the COUNTY's System for public safety radio communications; and

WHEREAS, the COUNTY's System will provide interagency radio communication between the COUNTY and USER; and

WHEREAS, Part 90 of the Federal Communications Commission Rules and Regulations promote the use of interagency interoperability; and

WHEREAS, the USER agrees to compensate the COUNTY for a portion of the operational cost of the System radios, infrastructure and terminal equipment beginning July 1, 2026, and in subsequent years as set forth as part of this Agreement; and

WHEREAS, the USER agrees to abide by the rules and regulations set forth by Part 90 of the Federal Communication Commission Rules and Regulations for public safety radio

communications, specifically including the NEGRN, User

Equipment and Encryption Key Management Plan attached hereto as Exhibit "A" and incorporated herein by reference thereto; and

WHEREAS, units of local government are authorized and encouraged to enter into intergovernmental cooperation agreements pursuant to Article IX, Section III, Paragraph I of the Georgia Constitution; and

WHEREAS, the COUNTY and the USER have determined that it is in the best interests of their respective residents and taxpayers to execute this Agreement.

NOW, THEREFORE, BE IT RESOLVED, both parties agree that the above and foregoing recitals are incorporated by reference as if fully set forth herein and further agree herein as follows:

AGREEMENT

1. Use of the System

USER wishes to utilize the NEGRN for its public safety radio communications coverage and to establish interagency communication with the COUNTY and any other agency with similar agreement. USER agrees to utilize the system in accordance with the rules and regulations of the FCC, the COUNTY (including the NEGRN, User Equipment and Encryption Key Management Plan attached hereto), and the State of Georgia and will operate the System in a professional manner and only for USER's official business purposes. The COUNTY will not be responsible for additional coverage requirements as the USER's needs may grow, but will allow the USER to purchase, at the USER's expense, additional infrastructure to increase the USER's indoor coverage to designated critical facilities or buildings (e.g., distributed antenna system, bi-directional amplifier, and satellite receiver site) to the extent that such is reasonably available as determined by the County pursuant to paragraph 3.1 hereof.

2. Equipment Requirements

2.1 USER shall purchase equipment, at the USER's expense, which will allow access to the COUNTY's System. The USER shall only utilize portables, mobiles, control stations, MDTs, and accessories that meet the specifications established for the System. All USER radios must be capable of being disabled remotely by the COUNTY. USER shall be solely responsible for purchasing equipment appropriate and necessary for its purposes and shall be responsible for determining whether its equipment will be operational on the COUNTY's System. Any incompatibility of equipment obtained by USER will be at USER'S sole risk, responsibility and expense.

2.2 The COUNTY may voluntarily make upgrades or other changes to the COUNTY's

System and will have the sole discretion to update or change the system, subject to the following: 1) a good faith duty to discuss with USER, at least 90 days prior to enactment of any changes or

upgrades contemplated by this section, the reason, nature, and costs thereof; and 2) no upgrade or change shall violate the terms of this Agreement so long as it remains in full force and effect.

3. System Access

3.1 USER may request additional subscriber units by making formal application with supporting documentation of need to the Habersham County Emergency Management Agency ("EMA") Director or designee. The EMA Director or designee, in reviewing an application, will take into account system loading, airtime usage, and number of System busies, and will make a decision based on maintaining the efficiency of the COUNTY's System for all users.

3.2 USER guarantees that all persons operating subscriber units will be adequately trained in the use of the radio system. USER further guarantees that all operators will comply with all federal, state, and county laws, codes, regulations and ordinances. Alleged violations of any applicable law will be reviewed by the EMA Director after providing written notice of the alleged violation to the USER, and providing an evidentiary hearing meeting due process standards, and following due process hearings. Upon finding that a violation has occurred, the EMA Director or designee shall have the authority to remove a unit(s) from the System, place the USER on probation or take other reasonable action. Persistent violations or misuse of the System may result in the USER being removed entirely from the System. The removal of a USER from the System may be initiated by: 1) the Habersham County EMA Director; or 2) USER, in the event that USER desires to leave the System and provide its own public safety radio communications system upon termination of this Agreement.

4. Infrastructure Usage Fees and Terms

USER will pay the COUNTY an operational fee ("Usage Fee"), which is to be paid in accordance with the payment procedure set out upon Exhibit "B". The Usage Fees for USER's access and use of the System are set forth in attached Exhibit "C" entitled Habersham County NEGRN Inter-Agency Agreement Fee Schedule ("Fee Schedule"). Usage Fees will be calculated based on the number of subscriber units accessible to USER for the year. March of every year the User count will be completed to determine the usage fee total. The Usage Fees may adjust from year to year in accordance with the Cash Flow Analysis attached hereto as Exhibit "D". Notice of any adjusted Usage Fee will be furnished at least 60 days prior to billing. COUNTY will also furnish USER with an annual budget projection for the upcoming fiscal year by June 1 of each year this Agreement is in effect. Both parties agree to the amounts set forth in the Fee Schedule (Exhibit "C") for the initial billing cycle. USER agrees

to pay the fees listed in the Fee Schedule within 60 days of billing. Failure to timely pay may result in termination of the within Agreement. The billing cycle will be for 12 months of subscriber use. Billing will be scheduled each year on the last week of May. The billing total will be calculated to include the previous 10 months and the forecast for the next two months. The COUNTY shall bill the USER on an annual basis at least 60 days before the due date.

5. System Upgrades and Expansion

COUNTY shall, schedule periodic meetings with all participating parties on system status and future growth that could affect per radio pricing. When or if system upgrades and expansion are required the county will implement an extended notice period, provide a detailed presentation outlining the necessity and timing, opportunity for municipal input outside periodic meeting, and a flexible implementation timeline that can be adjusted by mutual agreement

6. License

COUNTY shall, as part of this Agreement, hold and maintain a valid Federal Communications Commission license to operate the Habersham County System. USER agrees to operate under and comply with all specifications, limitations, requirements, and conditions of the COUNTY's license. USER agrees that the COUNTY's System Administrator shall monitor all communication on the System to ensure compliance with Part 90 of Title 47 the Code of Federal Regulations (Private Land Mobile Radio Services). After an evidentiary hearing meeting due process standards, should misconduct be determined to have occurred, then the Administrator reserves the right to rectify any misconduct constituting a violation of Part 90 of the Code of Federal Regulations so as not to jeopardize the COUNTY's FCC license. USER agrees that the exercise of a remedy for any such misconduct rests entirely within the discretion of the Administrator. USER also agrees and understands that said remedies may include an immediate cessation of service.

7. Non-interference

USER agrees and warrants that its use of the Habersham County NEGRN will not cause interference to or with other users of the System. USER also agrees not to install any infrastructure that will cause coverage interference to the System. Any equipment, devices or subscriber units which may cause interference on the COUNTY's System shall be immediately taken out of service and repaired by USER. USER will be responsible for all repair costs and for any damages or consequences arising out of such problematic device, equipment or unit.

8. Term; Termination

8.1 This Agreement will commence upon the Effective Date and continue until June 30, 2027 (the "initial term"). At the expiration of the initial term this Agreement will automatically

renew for consecutive one-year terms until terminated by either party by providing at least 30 days written notice to the other party prior to the commencement of any subsequent renewal term.

8.2 Additionally, either party shall have an absolute right to terminate this agreement without cause upon 60 days written notice to the other. This provision shall survive the termination of this Agreement.

8.3 Additionally, in the event full payment of fees due to the County under this Agreement have not been received by the County within sixty (60) days of the date payment is due, The County will notify the city of delinquent fees. If the fees are not received within sixty (30) days of the delinquency notice, The County will have the right to terminate this Agreement and disable all city subscribers on NEGRN. Once delinquent fees are received The County will reactivate all city subscribers on NEGRN. Exceptions for termination by default for non-payment include natural disaster, strikes, or government acts.

9. Warranties and Indemnification

9.1 EXCEPT AS SET FORTH ABOVE, COUNTY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. In no event shall COUNTY be liable to USER or any other party for any indirect, incidental, special or consequential damages, attributed to any malfunction of the System, regardless of the cause of action arising out of or in connection with a party's performance under this Agreement, even if a party has been advised of the possibility of such damages. The parties waive any claims for punitive or exemplary damages arising out of this Agreement. Either party's liability for claims brought under this Agreement or relating to users of the System, regardless of the form or cause of action, will be limited to direct damages, which will not exceed the amounts paid hereunder. Any legal action arising from or in connection with any defect or failure in the performance or nonperformance of any service provided by COUNTY, must be brought within one year after the event giving rise to such action. THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

9.2 USER agrees to defend themselves in any actions or disputes brought against the USER in connection with or as the result of this Agreement and agrees to defend, indemnify and hold COUNTY harmless and free from liability of any kind whatsoever resulting from the acts or conduct of the USER, its agents or representatives, or employees in the performance of this Agreement or in the furtherance thereof to the extent allowed by Georgia law.

9.3 COUNTY agrees to defend themselves in any actions or disputes brought against the COUNTY in connection with or as the result of this Agreement and agrees to defend, indemnify and hold USER harmless and free from any liability whatsoever resulting from the acts or conduct of the COUNTY, its agents and representatives, or employees in the

performance of this Agreement or in the furtherance thereof.

10. Notices

Notices given by one party to the other under this Agreement will be in writing and will be delivered personally, sent by express delivery service, certified mail or first class U.S. mail postage prepaid and addressed to the respective parties as follows:

For County: Habersham County
 Board of Commissioners
 130 Jacob's Way
 Clarkesville, Georgia 30523

For City: Town of Tallulah Falls
 P. O. Box 56
 Tallulah Falls, Georgia 30573

or to such other address as either party designates by proper notice. Notices will be deemed given as of the earlier of a) the date of actual receipt, b) the next business day when notice is sent via express mail or personal delivery or c) three days after mailing in the case of first class or certified U.S. mail.

11. Assignment

Neither party will assign any right or obligation under this Agreement without the other party's prior written consent. Any attempted assignment will be void.

12. Force Majeure

Neither party, nor their respective employees or agents, will be liable in any way for delays, failure in performance, loss or damage due to any force majeure conditions including, but not limited to, labor strikes or labor disputes, acts of God, civil riot, restrictions by government authority, and any other causes beyond that party's reasonable control.

13. General

(a) Failure of either party to insist on performance of any term or condition of this Agreement or to exercise any right hereunder will not be construed as a continuing or future waiver of such term, condition, right or privilege.

(b) No third party shall have any rights under this Agreement as a third-party beneficiary.

(c) The parties represent that they have all requisite authority (corporate and otherwise)

to enter into and perform the obligations under this Agreement.

(d) The rights and remedies set forth in this Agreement shall be the exclusive remedies, regardless of the cause of action, for the breach of this Agreement.

(e) Each party shall comply with all federal, state and local laws, rules and regulations applicable to its performance under this Agreement.

(f) If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a mutually agreeable valid and enforceable provision which so far as possible achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

14. Entire Agreement

This Agreement and the exhibits referred to herein, which are incorporated herein by this reference, constitute the entire agreement between the parties with respect to the subject matter hereof superseding all previous understandings and communications, oral and written, between the parties. This Agreement may not be modified, except by an instrument in writing signed by a duly authorized representative of each of the parties. The terms of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any invoice, purchase order or any other such document subsequently submitted by either party hereunder.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative as of the date of the last signature below.

Date: _____

HABERSHAM COUNTY, GEORGIA

Attest:

Chairman Bruce Harkness
Habersham County Board of Commissioners

Brandalin Carnes
County Clerk

Date: 09-09-2026

TOWN OF TALLULAH FALLS, GEORGIA

Attest:



Town Clerk



Mayor

