

*HABERSHAM COUNTY BOARD OF COMMISSION*  
*EXECUTIVE SUMMARY*

**SUBJECT: IGA with City of Cornelia for FCC Frequency Access Authorization**

**DATE: 11/06/2024**

- RECOMMENDATION**
- POLICY DISCUSSION**
- STATUS REPORT**
- OTHER**

**BUDGET INFORMATION:**  
ANNUAL-  
CAPITAL-

**COMMISSION ACTION REQUESTED ON: 11/18/2024**

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**PURPOSE:** The City of Cornelia police department requires permission via an intergovernmental agreement (IGA) to utilize frequencies on a Habersham County's FCC license to continue use of radar guns for speed violations.

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**BACKGROUND / HISTORY:** To operate a radar gun to identify speeding vehicles a law enforcement agency must have an FCC license under the public safety pool designation. The public safety pool designation with the FCC is under the category of safety of life. The City of Cornelia operates on Habersham County's FCC licenses and does not have any public safety pool licenses of their own. The office of professional standards requires an intergovernmental agreement with the license holder if the law enforcement agency applying for radar gun use does not have a public safety pool FCC license. The City of Cornelia will require an intergovernmental agreement with Habersham County for FCC frequency access authorization to continue using radar guns.

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**FACTS AND ISSUES:**

- a. The City of Cornelia has no public safety pool FCC license.
  - b. The City of Cornelia has operated under Habersham County's FCC license since 2012.
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**OPTIONS:**

- 1) Approve signing IGA with City of Cornelia for FCC frequency access authorization.
  - 2) Deny signing IGA with City of Cornelia for FCC frequency access authorization.
  - 3) Recommendation from the commission.
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**RECOMMENDED SAMPLE MOTION:** I make a motion to approve signing intergovernmental agreement with City of Cornelia for FCC frequency access authorization.

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**DEPARTMENT:**

Prepared by: Tom Priddy

Director Lynn Smith \_\_\_\_\_

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**ADMINISTRATIVE  
COMMENTS:** \_\_\_\_\_

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\_\_\_\_\_ **DATE:** \_\_\_\_\_

County Manager

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**INTERGOVERNMENTAL AGREEMENT FOR ACCESS TO HABERSHAM  
COUNTY'S FEDERAL COMMUNICATIONS COMMISSION'S AUTHORIZED  
FREQUENCIES BY AND BETWEEN THE CITY OF \_\_\_\_\_,  
GEORGIA, AND HABERSHAM COUNTY, GEORGIA**

**THIS INTERGOVERNMENTAL AGREEMENT** is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Habersham County, Georgia, a political subdivision of the State of Georgia ("County") with an office and place of business being located at the County Administration Building, 130 Jacob's Way, Clarkesville, Georgia 30523 by and through its duly authorized governing authority, the Board of Commissioners, and the City of \_\_\_\_\_, Georgia, a municipal corporation organized under the laws of the State of Georgia with an office and place of business being located at City Hall, \_\_\_\_\_, \_\_\_\_\_, Georgia 305\_\_\_\_ ("City"), by and through its duly authorized governing authority, the \_\_\_\_\_ City Council, the purpose of which Agreement is to set forth the responsibilities of each Party as it concerns access by the City to the County's FCC authorized frequencies. The Agreement, as it relates to such issue, provides as follows:

**WHEREAS**, where possible and practical, it is the policy of both the City and the County to avoid duplication of services where the same high level of service may be provided to the citizens of both entities for the same or lesser cost by the cooperation and sharing of access to the County's FCC Frequency Access License; and

**WHEREAS**, the City is in the process of renewing the radar certifications for its police department, which now requires an FCC license to operate the radar guns assigned to said police department; and

**WHEREAS**, the FCC now requires there to be an Intergovernmental Agreement regarding the sharing of access to the FCC Licensed Frequencies; and

**WHEREAS**, Habersham County holds an FCC license for a certain frequency which is in use within the boundaries of Habersham County, Georgia; and

**WHEREAS**, the County is willing and able to share access to the FCC Authorized Frequency and allow the City access thereto for the purpose of operating its radar guns by law enforcement in the City;

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

## I.

### SERVICES

Frequency Access. The County hereby authorizes the City to access the frequencies listed on Exhibit A entitled Frequency Access Authorization attached hereto and by this reference made part hereof (hereinafter “Authorized Frequency Access” or “Authorized Frequencies”). Exhibit A may be modified without amendment to this Agreement by written approval from the County and written acceptance from the City. Written approval and acceptance required by this section may be made by an authorized employee or designee of each Party having responsibility for frequency coordination. Any and all modifications to Exhibit A shall be maintained by the County and the City each in its separate records as exhibits to this Agreement.

## II.

### CITY OBLIGATIONS

- (a) The City agrees that the Authorized Frequency Access does not constitute an assignment or transfer of the County’s Frequency License(s).
- (b) The City shall not assign or otherwise transfer its rights to access the frequencies to a third party.
- (c) The City shall restrict its use of the frequencies to permissible activities allowed under FCC rules.
- (d) The City acknowledges and agrees that the County will maintain access and control over all frequencies authorized under its FCC License(s).
- (e) The City shall be responsible for any programming of its radios for use of the Authorized Frequencies.

## III.

### COUNTY OBLIGATIONS

- (a) The County will notify the City of any changes to the Authorized Frequencies.
- (b) The County will cooperate with the City to troubleshoot issues related to the use of the Authorized Frequencies.

#### IV.

#### ADDITIONAL OBLIGATIONS OF THE PARTIES

Conditions of Use. The Parties agree that the conditions of use identified in Exhibit A shall be additional obligations of the Parties to the extent that they do not conflict with the terms of this Agreement.

#### V.

#### MISCELLANEOUS

(a) Termination:

- (1) The Parties may terminate this Agreement by mutual written consent at any time.
- (2) Either Party may terminate this Agreement with a thirty-day written notice to the other Party.
- (3) The County may terminate this Agreement effective upon delivery of written notice to the City or at such later date as may be established by the County under any of the following conditions:
  - (i) If the City fails to comply with any of the City's Obligations of this Agreement, and after receipt of written notice from the County fails to correct such failures within ten days or such longer period as the County may authorize.
  - (ii) If federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the Frequency Access authorized under this Agreement is prohibited.

(b) Entire Agreement. This Agreement and all exhibits constitute the entire Agreement between the Parties on the subject matter hereof. If there are any conflicts between this Agreement and the contents of any exhibit attached hereto or approved and accepted under the terms of Paragraphs I and V(e) of this Agreement, the terms of this Agreement shall govern.

(c) Term. The term of this Agreement shall commence as of \_\_\_\_\_, 20\_\_\_\_ and shall continue until one Party terminates the contract by written notice to the other but in no event shall such term exceed 20 years from the above date. Each Party to this Agreement shall have the right to terminate said Agreement without cause. Such termination shall be effective as of the first day of the next fiscal year after written receipt of intent to terminate by the other Party.

- (d) Assignment: Neither Party herein shall, without written consent of the other, assign or transfer this Agreement or any rights or obligations hereunder.
- (e) Modifications: The terms of this Agreement shall not be altered, amended, or modified except in writing signed by duly authorized officers of the County and the City.
- (f) Construction Under Georgia Law: This Agreement shall be construed under the laws of the State of Georgia.
- (g) Notice: Any notice or communications herein shall be in writing and shall be deemed to have been delivered when deposited into the United States Mail, registered or certified, addressed as follows:

Habersham County  
 Attention: County Manager  
 130 Jacob's Way  
 Clarksville, GA 30523

City of \_\_\_\_\_  
 Attention: City Manager  
 \_\_\_\_\_  
 \_\_\_\_\_, GA 305\_\_\_\_

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

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

HABERSHAM COUNTY, GEORGIA

CITY OF \_\_\_\_\_

By: \_\_\_\_\_  
 County Commission  
 Chairman

By: \_\_\_\_\_  
 Mayor

Attest: \_\_\_\_\_  
 County Clerk

Attest: \_\_\_\_\_  
 City Clerk

## Exhibit A – FREQUENCY ACCESS AUTHORIZATION

To provide more effective cooperation between agencies and to enhance our ability to safeguard the lives and property of the motoring public, the County authorizes the City to install the below mobile frequencies presently licensed to the County.

FCC CALL SIGN
WQQD474
WQQD475
WQQD476
WQQD477
WQTY958
WQTY959
WQUS827
WNUX304
KAA383
KNGG769
KNNG758
WNJV953
WNPY539
WPAB377
WPAH937
WPBA838
WPWJ387

### REFEENCE COPIES OF THE LICENSES CAN BE FOUND AT THE ADDRESS BELOW

<https://wireless2.fcc.gov/UlsApp/UlsSearch/searchLicense.jsp>

The purpose of this authorization is to improve emergency communications between the respective agencies during emergency operations which require mutual aid response as well as provide for the operation of radar in the City.

The Parties mutually agree that the above authorization is in the public interest and it shall be subject to the following conditions:

1. This authorization to share the use of certain radio frequencies between the County and the City shall be valid until revoked or until the FCC license covering the use of the shared frequencies becomes invalid for any reason. It shall be the responsibility of the County to notify the shared users (the City) immediately if the license becomes invalid. Such notification shall be in writing and shall become effective 30 days from the date of mailing the notification.

2. Neither this authorization nor any expenditure of money or any other act shall provide any vested interest in the use of any frequency by either Party to this Agreement.
3. When using shared frequencies under this authorization, radio operations will be conducted under the control and supervision of the County as licensed on the frequency being used.
4. It is further agreed that repeated violations of either operational or technical FCC rules shall be cause for revocation of this authorization.
5. This agreement shall be valid for 65 mobile units.
6. This agreement shall not be valid for base control stations under any circumstances.