

INTERGOVERNMENTAL AGREEMENT BETWEEN

Habersham County School District
Habersham County
Habersham County Sheriff's Office

This Intergovernmental Agreement ("IGA") is entered into this 19th day of May, 2016, between the Habersham County School District, (District), and Habersham County ("County"), and Habersham County Sheriff's Office ("Sheriff"). Each entity may be referred to individually as a "party" and collective as the "parties"

Background

WHEREAS. School District has entered into an Agreement dated May 19th, 2016 with Gatekeeper Systems Inc. (Vendor) to provide a School Bus Stop Arm Camera Enforcement Program; and

WHEREAS, County wishes to implement an School Bus Stop Arm Camera Enforcement Program for school bus stop arm violations; and

WHEREAS, Gatekeeper Systems Inc. has the knowledge, is in possession of and ownership of certain equipment, licenses, and processes, referred to collectively as the Student Protector™ System" (herein Student Protector"), to allow the Habersham County School District to implement and maintain a School Bus Safety Camera Enforcement Program.

1.0 Agreement

NOW THEREFORE, in consideration of the mutual covenants and promises, the parties agree as follows:

The purpose of this Agreement is to allocate responsibility amongst the parties for:

- 1) implementing a photo traffic stop arm enforcement program ("Program") to capture recorded images of motor vehicles unlawfully passing school buses; and
- 2) capturing the fundamental terms and conditions of services to be performed by each party, the means and methods of Program funding, accounting and recordkeeping and the allocation of revenue realized from fees and surcharges related to the Program. Each party warrants that it has board authorization to enter into this Agreement.

2.0 School District responsibilities

School District will contract with Vendor for the provision of violation detection technology equipment and services necessary to administer the Program ("Student Protector Agreement "). This administration shall include, installation and field technical services and any other agreed-to services such as transferring video from the School Bus to the Vendors TIMS (Traffic Infraction Management System), make available access to TIMS via an Internet connection, printing and mailing of citations, collection of fines, distribution of proceeds to named parties and reporting on violations.

The Student Protector Agreement, attached hereto as Attachment A, is fully incorporated herein as part of this Agreement. School District will be responsible for managing the Student Protector Agreement

and Vendor relationship. Upon expiration or termination of the Program, School District will be responsible for the winding up of performance, in accordance with the Program Agreement.

3.0 County Responsibilities

County will provide resources necessary to administer the Program and prosecute violations. County warrants that it has sufficient funds and personnel to implement the responsibilities of this Agreement.

County will reasonably cooperate with the School District in the administration of the Program. Such cooperation may include, but is not limited to, working directly with the School District's Vendor to communicate enforcement determinations or approvals necessary for Vendor to process all paperwork (i.e., notices of violation, citations and other administrative or collections activities) and payment of civil monetary penalties.

Provide judicial services in the event that the recipient of the citation wishes a contest the citation in a court of law.

County shall maintain accounting records for violations, citations, and other administrative or collection activities and such records shall be made available for review to parties of this Agreement within ten (10) days upon request. County shall send monthly progress reports to the School District and Vendor detailing the violations funds collected by the County. The balance or value of an account shall be determined as of the last day of each month during the course of the Program Agreement contract term.

4.0 Sheriff's Office Responsibilities

Sheriff's Office will provide law enforcement resources necessary to administer traffic enforcement and violation assessment for the Program.

Sheriff's Office will ensure that qualified deputies, or other qualified staff, review the recorded images no later than forty-eight (48) hours and communicate electronically, through provisions in TIMS (Vendors Traffic Infraction Management System), the final determination as to whether there is sufficient evidence to proceed to printing and mailing of a citation. The forty-eight (48) hours shall commence once electronic transmission of data, using TIMS, is complete, indicating a possible traffic violation has occurred in accordance with Georgia law.

Sheriff's Office will supply and maintain at least one (1) personal computer with Internet access available to the appropriate personnel in order to access the vendors TIMS system for the purpose of reviewing the recorded images and determine whether an infraction occurred.

The Sheriff's Office warrants that it has sufficient funds and personnel to implement the responsibilities of this Agreement, including, but not limited to, issuing citations, serving as a witness when necessary, and facilitating such law enforcement duties of the Sheriff Office.

5.0 Financing and Reimbursement

Each party will bear its respective administrative costs associated with the Program.

The Vendor shall distribute proceeds of paid citations as defined in the Student Protector Agreement.

6.0 Term

This Agreement will commence on the Effective Date of the Program Agreement and will run concurrently with the term (including any renewal terms) set forth in the Student Protector Agreement ("Term")

In the event that School District's contract with Vendor (the Student Protector Agreement)to supply and maintain equipment and devices necessary to supply the images required for final determination under O.C.G.A. section 40-6-163, this agreement may be terminated by any Party.

7.0 Agency

No personnel of one Party will be considered an employee or agent of any other Party to this Agreement.

Each Party to this Agreement assumes full responsibility related to the Program. Each Party shall be solely responsible for the supervision, daily direction, control and payment of salary (including provision of benefits and withholding of income taxes and social security), worker's compensation and disability benefits.

8.0 Non Assignability

None of the parties to this Agreement shall assign any of the obligations or benefits of this Agreement without the mutual written consent of all parties.

9.0 Miscellaneous Provisions

All notices or demands upon any party to this IGA will be in writing and will be delivered in person or sent by mail, addressed as follows:

Habersham County
555 Monroe Street, Unit 20
Clarkesville, GA 30523
Attn: _____

Habersham County Sheriff's Office
1000 Detention Drive
Clarkesville, GA 30523
Attn: Joey Terrell

Habersham County School District
132 Stanford Mill Road
Clarkesville, GA 30523
Attn: _____

- a) Headings are used for convenience only and will not be construed to limit or derogate from the meaning of each clause.
- b) This IGA may be signed in counterparts (including electronic or facsimile transmission); each counterpart will be deemed an original and all taken together constitute one and the same instrument.

- c) To the extent required by applicable law, the parties will include as attachments to this IGA authenticated copies of each appropriate action by ordinance, resolution or otherwise of the governing bodies authorizing the execution hereof
- d) This IGA represents the parties' entire understanding and complete IGA on the subject matter contained herein and supersedes any prior or contemporaneous IGAs, representations or understandings, either written or verbal. This IGA may not be modified or amended, except by a mutually-agreed writing that is signed by an authorized representative of each party and, to the extent required by law made effective by authentication, determination of an agency lawyer or Attorney General or recording.

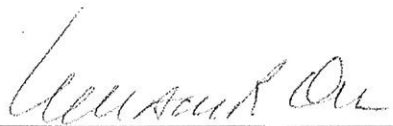
10.0 ACKNOWLEDGED AND AGREED TO BY:


Matthew Cooper
Superintendent of Schools

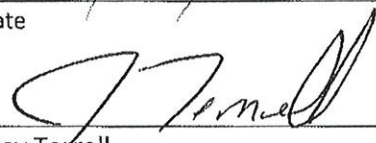
9-20-16
Date


Phillip Sutton
Habersham County Manager

9/13/2016
Date


William R. Oliver
Solicitor for Habersham County

9/13/16
Date

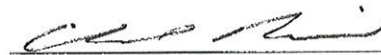

Joey Terrell
Sheriff of Habersham County

9-13-16
Date



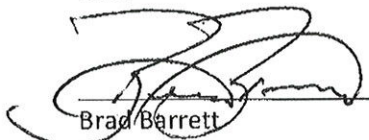
Tim Vaughn
Alto – Chief of Police

9-13-16
Date



Chad Nichols
Baldwin – Chief of Police

09-13-16
Date



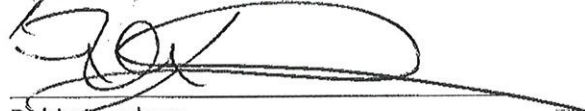
Brad Barrett
Clarkesville – Chief of Police

9/19/2016
Date



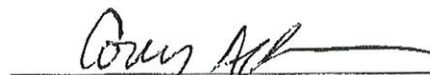
Chad Smith
Cornelia – Chief of Police

9/14/16
Date



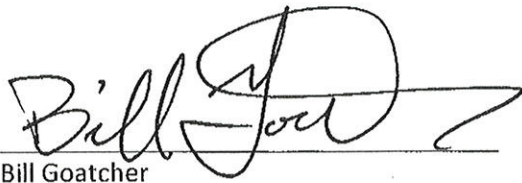
Robin Krockum
Demorest – Chief of Police

9/16/16
Date



Cory Allen
Mount Airy – Chief of Police

9/16/16
Date



Bill Goatcher

Tallulah Falls – Chief of Police

9-14-16

Date

Appendix A
Student Protector Agreement