

**MEMORANDUM OF AGREEMENT
BETWEEN AUGUSTA, GEORGIA AND
BLYTHE OF BLYTHE, GEORGIA**

REGARDING REMOVAL AND DISPOSAL OF DEBRIS

This Memorandum of Agreement is made and entered into this ____ day of March, 2025, by and between Augusta, Georgia, a consolidated city-county government pursuant to the laws of the State of Georgia hereinafter referred to as AUGUSTA; and the City of Blythe, Georgia, a Georgia municipal corporation hereinafter referred to as BLYTHE; and

WHEREAS, the BLYTHE has control of and responsibility for maintenance and upkeep of the right-of-way on city roads and parks within its city limits; and,

WHEREAS, a significant disaster event occurred on September 27, 2024, which the President of the United State declared a state of emergency and/or a disaster (EVENT) that entitles the removal of disaster generated debris from the right-of-way on BLYTHE roads; and,

WHEREAS, on or about December 6, 2024, the President of the United States authorized a 120-day period of the state's choosing, within the first 180 days from the start of the incident period, for 100 percent Federal cost share reimbursement for eligible debris removal and other emergency measures from the September 27, 2024 EVENT that hit BLYTHE and other parts of the State of Georgia; and,

WHEREAS, there is storm debris that has been placed on BLYTHE right-of-ways, on BLYTHE roads, and at the park on BLYTHE property. BLYTHE requests AUGUSTA to remove storm debris from the right-of ways on BLYTHE roads and the park on BLYTHE property; and,

NOW, THEREFORE, the parties hereto agrees as follows:

1. BLYTHE authorizes AUGUSTA, its agent(s), or its contractor(s) to enter upon BLYTHE's roads and/or right of way as well as BLYTHE's parks, at AUGUSTA's discretion, in order to remove debris caused by the EVENT and monitor removal in those instances where monitoring is required, and dispose of the debris .

2. AUGUSTA, its agent(s), or its contractor(s) began debris removal from BLYTHE's roads, parks, and right-of-way on November 6, 2024 pursuant to an Intergovernmental Agreement executed on October 15, 2024. This Agreement is made to correct discrepancies in terms of which party will file for relief and to include parks owned and operated by BLYTHE.
3. AUGUSTA, its agent, or its contractor(s) will perform debris removal under this Agreement during the 120-day period of 100 percent Federal cost share grant(s) and for any time needed thereafter for 75 percent Federal cost share grant(s).
4. BLYTHE will timely and properly apply with the Federal Emergency Management Agency (FEMA) for Federal cost share grant(s) to cover eligible debris removal expenses. BLYTHE will promptly provide AUGUSTA copies of any and all claims filed with FEMA for Federal cost share grant(s) under this agreement.
5. BLYTHE agrees to pay AUGUSTA for 100 percent of AUGUSTA's debris removal expenses incurred under this Agreement during the 120-day period of the 100 percent Federal cost share grant(s), and any extension of the deadline by FEMA. Further BLYTHE agrees to pay AUGUSTA for debris removal completed after the expiration of the 100 percent Federal cost share grant period as follows: any and all reimbursement from FEMA for such debris removal, with any remaining balance to be paid by BLYTHE. For any and all debris removal expenses incurred by AUGUSTA during this Agreement that are not covered by FEMA, BLYTHE agrees to pay AUGUSTA for those expenses. BLYTHE may not deduct any administrative expenses and/or maintenance fees from AUGUSTA's payment(s).

6. This Memorandum of Agreement, upon execution by both parties, shall apply retroactively to October 15, 2024, and shall continue until terminated as provided herein, amended, or replaced with a new agreement. Except for as provided herein, this Memorandum of Agreement may be terminated with or without cause by either party by written notice. If AUGUSTA has authorized a contractor to remove debris in response to a disaster, the terms of that Agreement shall survive the termination of this Memorandum of Agreement for those areas which have been responded to prior to the termination until final payment and reimbursement is made for such debris removal and disposal.
7. AUGUSTA and BLYTHE agree that each is an independent contracting entity, and this Memorandum of Agreement is not intended to create an agency relationship between AUGUSTA and BLYTHE.
8. AUGUSTA and BLYTHE agree to cooperate and coordinate fully to ensure the success of this Memorandum of Agreement.
9. All activities conducted under this Memorandum of Agreement shall be conducted in accordance with state and federal law.
10. BLYTHE will protect, defend, indemnify and hold harmless AUGUSTA, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all actions, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this Agreement, and/or BLYTHE's failure to comply with all applicable laws or regulations.

11. AUGUSTA, the officials, officers, and employees, in both their official and individual capacities, and their agents, contractors and/or assigns, shall not be held responsible for any damage done to BLYTHE's roads, rights-of-way, and/or parks for the debris removal performed under this Agreement.
12. Pursuant to federal and state law, by signing this Memorandum of Agreement, AUGUSTA and BLYTHE affirm, for the duration of this Memorandum of Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Georgia. Furthermore, a party found to be in violation of this provision shall be deemed in breach of the Memorandum of Agreement and shall be responsible for all damages resulting therefrom.
13. By signing this Memorandum of Agreement, AUGUSTA and BLYTHE affirm, for the duration of this Memorandum of Agreement to remain in compliance with O.C.G.A. § 50-5-85, AUGUSTA and BLYTHE hereby agree that they are not currently engaged in, and will not engage in, the boycott of a person or entity based in or doing business with a jurisdiction with which this state can enjoy open trade.
14. Any eligibility disputes or appeals regarding BLYTHE's debris removal performed by AUGUSTA will be made on behalf of BLYTHE with AUGUSTA handling the administrative and legal aspects of such disputes or appeals, with all costs to be the responsibility of BLYTHE. BLYTHE will promptly notify AUGUSTA of any and all denials of any claims by FEMA and/or requests for additional information or corrections needed in any submittal of Federal cost share grant(s) claims for debris removal performed by AUGUSTA that are filed by BLYTHE with FEMA.

IN WITNESS WHEREOF, AUGUSTA and BLYTHE have executed this Memorandum of Agreement on the date indicated below, and each of the undersigned personal represent and warrant that they have the full right, power, and authority to execute this Memorandum of Agreement on behalf of the respective parties.

AUGUSTA, GEORGIA

By: _____
Its: Mayor

Attest:

Its: Clerk of Commission

CITY OF BLYTHE

By: *Tom C. [Signature]*
Its: Mayor

Attest:

Laura H. Cherry
Its: City Clerk

