



MEMORANDUM OF UNDERSTANDING
BETWEEN

Effingham County Board of Commissioners
-Effingham County Prison-

AND

Effingham County Board of Education

I. **Parties**

This Memorandum of Understanding (herein referred to as "MOU") is made and entered into by and between the Effingham County Board of Commissioners, located at 601 North Laurel Street and Effingham County Board of Education, located at 405 North Ash Street, Springfield, Georgia 31329.

II. **Purpose**

The purpose of this Memorandum of Understanding is to outline and standardize operating procedures to be used when emergency transportation is required due to a disaster or an evacuation of the facility; Effingham County Prison and/or in the event an evacuation need arises for the Effingham County Citizens.

III. **Payment**

The Effingham County Board of Commissioners shall be responsible for the purchase of any and all fuel used during the emergency transport as well as any emergency roadside repairs to include inoperable vehicles which require the use of a tow company to return the vehicle back to the Effingham County Bus Shop.

IV. **Terms**

This MOU supersedes any previous MOU's and is effective upon the day and date signed and executed by the duly authorized representatives of the parties to this MOU. It shall remain in effect until June 30th, 2015. This MOU shall automatically renew annually however it may be terminated, without cause, by either party upon 30 days written notice, which notice shall be delivered by hand or by certified mail to the address listed above.





V. Authority

Authority to activate this MOU for emergency transport will rest upon the Warden of the Effingham County Prison through the Effingham County Emergency Management Agency and/or the Effingham County Emergency Management Agency Director.

VI. Responsibilities

A. Effingham County Prison will:

1. In the event of an unexpected emergency, disaster or an evacuation which requires emergency transport due to evacuation of the Effingham County Prison; will contact the Effingham County Emergency Management Agency to activate this MOU.
2. Will have a contingency plan in place in the event that the Effingham County Board of Education has no busses available at the time of the request.
3. Will be responsible for all fuel used during the emergency transport as well as any emergency roadside repairs to include inoperable vehicles which require the use of a tow company to return the vehicle back to the Effingham County Bus Shop.
4. Will provide legally qualified bus drivers to operate the vehicles at all times.
5. Will assist with the county population evacuation needs as requested by the Effingham County Emergency Management Agency after their priority obligations are met to their prisoners.
6. Will return the vehicles to the Effingham County Bus Shop at the conclusion of the activation of this MOU clean and full of fuel.

B. The Effingham County Board of Education will:

1. Will provide seven (7) buses to Effingham County Prison in the event of an unexpected emergency, disaster or an evacuation which requires emergency transport due to evacuation.
2. Will provide the EEMA Director a current "after hours" contact number for such a request.
3. Will inspect vehicles used and report any noncompliance to the EEMA Director within twenty-four (24) hours of the busses return.



VII. Limitations

It is understood that mechanical issues arise and all seven (7) busses may not be available at the time of the request; It shall be the responsibility of the Board of Education to make all reasonable efforts to fulfill the entirety of the request at the time this MOU is activated, however back up contingency plans should be in place by Effingham County Prison.

VIII. MOU Primary Coordinators

A. Effingham County Board of Commissioners

The Primary Coordinator for this MOU will be:

Warden
Effingham County Prison
601 N. Laurel Street
Springfield, Ga. 31329
Phone: (912) 754-2108
EEMA@effinghamcounty.org

B. Effingham County Board of Education.

The Primary Coordinator for this MOU will be:

Slade Helmly
Executive Director of Administrative Services
Effingham County Board of Education
405 North Ash Street
Springfield, Ga. 31329
Phone: (912) 213-1972
shelmly@effingham.k12.ga.u



VII. Signatures

In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood and agreed to the terms and conditions of this MOU as set forth herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

1. Effingham County Board of Commissioners


Wendall Kessler, Chairman
Effingham County Board of Commissioners

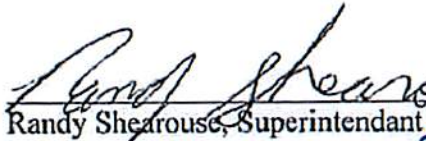
2/17/2015
Date

Signed, sealed and delivered
this 17th day of February,
20 15 in the presence of:


Witness


Notary Public

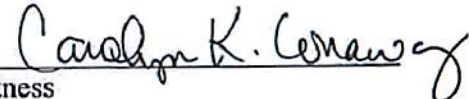
2. Effingham County Board of Education


Randy Shearouse, Superintendent

1/22/15
Date

Signed, sealed and delivered
this 22 day of Jan,
20 15 in the presence of:




Witness


Notary Public

This concludes the Memorandum of Understanding between the Effingham County Board of Commissioners and Effingham County Board of Education.