



MEMORANDUM OF UNDERSTANDING
BETWEEN

Effingham County Board of Commissioners
-Emergency Management Agency-

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, whose address is 601 North Laurel Street, Springfield, Georgia 31329, and the Effingham County Board of Education whose address is 405 North Ash Street, Springfield, Georgia 31329.

II. Purpose

The purpose of this Memorandum of Understanding is to establish the terms and conditions under which the Effingham County School facilities may be used as a critical workforce shelters, post event shelters and/or Point of Distributions (herein referred to as "POD") when requested by the Emergency Management Agency of Effingham County. The shelter / POD agreement also encompasses the parking of equipment and supplies that will accompany the personnel. This list of facilities are as follows; Effingham County High School, Effingham County Middle School, South Effingham County High School, South Effingham County Middle School, Blanford Elementary School and the Marlow Learning Center.

III. Terms

This MOU is effective upon the day and date signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in effect for a period of one (1) year. This MOU shall automatically renew annually however 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.



IV. Payment

The Effingham County Board of Commissioners will be responsible for payment and reimbursement for any damage, with the exclusion of reasonable wear, tear, force majeure and use herein permitted done to the facility while this MOU is in effect and the provisions established by the MOU are activated. An inspection of the facility will be conducted by representatives of both parties immediately after operations to document any post existing conditions. Under the provisions of O.C.G.A. title 38-3-32, Georgia Emergency Management Act of 1981, Immunity is granted through certain conditions of law. To the extent not prohibited by Georgia Law, Effingham County covenants to indemnify and save hold harmless Effingham County Board of Education and any of their officers, directors, agents, employees and representatives from any and every claim, demand, or judgment asserted against them, arising from any incident which occurs in connection with the use of the facility which is caused by negligence of Effingham County, its employees, agents, and representatives during the execution of this MOU.

V. General Provisions

A. Amendments

Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

B. Applicable Law

The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Georgia.

C. Authority Granted and Chain of Command

The MOU Primary Coordinators identified in section 8A and 8B are authorized to coordinate the planning, exercise, execution and operation of the terms of this MOU. Unless the primary coordinators identified in Section 8A and 8B are executive members with authority to make commitments on behalf of their respective organization, neither of the primary coordinators shall have the authority to commit funds of either governing body without the proper approval through their respective organizations.

D. Entirety of Agreement

This MOU consist of the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.



E. Severability

Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in effect, and either party may renegotiate the terms affected by the severance.

F. Sovereign Immunity

Effingham County, Effingham County Emergency Management Agency, Effingham County Board of Education and their respective governing bodies do not wave their sovereign immunity by entering into this MOU. Each entity fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

G. Third Party Beneficial Rights

The parties do intend to allow The American Red Cross and Coastal Health District access during a post disaster event which creates the status of a third party beneficiary. The parties to this MOU intend and expressly agree that only the parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU; to seek any remedy arising out of the parties performance or failure to perform any term or condition of this MOU; or bring an action for the breach of this MOU.

VI. Responsibilities

- A. The Effingham EMA Director responsibilities shall include;
1. Administer this MOU for Effingham County Board of Commissioners.
 2. Cooperatively plan, exercise and execute the provisions of this MOU with the identified Effingham County Board of Education primary coordinator.
 3. Provide the Effingham Board of Education representative an estimated timetable for the occupation of the shelter / POD area. This will also include the time for facility clearance.
 4. Provide a representative for the post inspections after the shelter / POD operations.
 5. Insure that the facility is returned to the Effingham County Board of Education in a clean and fully operational condition of its original state, to include refueling any generator that was used.
 6. Provide security during the time the shelter / POD is occupied through the Emergency Operations Plan ESF 13.



7. Designate a shelter / POD manager to coordinate operations with the Effingham County Board of Education designated Liaison Officer.
8. Determine if / when the American Red Cross is to establish a shelter.

- B. The Effingham County Board of Education responsibilities shall include;
1. Designate a staff member in Section 8B as the primary coordinator for this MOU and cooperatively plan, exercise and execute the provisions of this MOU with identified Effingham Emergency Management Agency primary coordinator.
 2. Notify the Effingham Emergency Management Agency when the facility will be available for occupancy during a declared emergency.
 3. Provide a representative for the post inspection.
 4. Provide appropriate maintenance personnel familiar with the facility.
 5. Designate a liaison officer to coordinate shelter / POD operations with the shelter manager from Effingham County.

VII. Limitations of Use

The use of the school facility is only allowed in common area, gymnasium, hallways, main administrative area and any other areas agreed prior to the occupation of the building by both representatives. No classrooms, labs, or other areas with valuables will be used during the operation of the facility.

VIII. MOU Primary Coordinators

A. **Effingham County Emergency Management Agency.**

The Primary Coordinator for this MOU will be:

~~Ed Wyck Director~~ Clint Hodges, Director
Effingham County Emergency Management Agency
601 North Laurel Street, Springfield, GA 31329
(912) 754-8200, Email address: eema@effinghamcounty.org

B. **Effingham County Board of Education.**

The Primary Coordinator for this MOU will be:

Slade Helmly
405 North Ash Street, Springfield, GA 31329
(912) 754-6491 Email address: shelmly@effingham.k12.ga.us



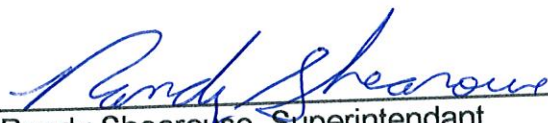
VII. Signatures

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.



C.D. Zeigler, Chairman
Effingham County Board of Commissioners

6/19/12
Date



Randy Shearouse, Superintendant
Effingham County Board of Education

5/21/12
Date

This concludes the Memorandum of Understanding between the Effingham County Board of Commissioners - Effingham Emergency Management Agency and the Effingham County Board of Education.