



**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**CHATHAM COUNTY, GA**

**AND**

**EFFINGHAM COUNTY, GA**

**AND**

**JASPER COUNTY, SC**

This Memorandum of Agreement (MOA) is made and entered into this 18th day of July, 2025 by and between Chatham County, GA Board of Commissioners, represented by the Chatham Emergency Management Agency, whose address is 124 Bull Street, Room 140, Savannah, GA 31401 (hereinafter referred to as the Chatham County and/or CEMA) and Effingham County, GA Board of Commissioners, represented by Clint Hodges of Effingham Emergency Management 804 S Laurel St, Springfield, GA 31329 (hereinafter referred to as "Participating Party 1" and Jasper County, SC Board of Commissioners, represented by Michael Tambini, 1509 Grays Hwy, Ridgeland S.C (hereinafter referred to as "Participating Party 2").

WHEREAS, Chatham County Board of Commissioners is the governing authority for Chatham County, Georgia; and

WHEREAS, the Chatham Emergency Management Agency is an agency within the government of Chatham County whose purpose is to promote emergency management principles for the safety and welfare of its citizens; and

WHEREAS, the parties acknowledge the State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies, and

WHEREAS, the Georgia Emergency Management Act, as amended (The Act) gives the local governments the authority to make agreements for mutual aid assistance. Pre-existing agreements for mutual aid assistance help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

NOW THEREFORE, this mutual aid agreement is entered into pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated (O.C.G.A. § 38-3-29) and the Chatham County Emergency Management Code § 4-304.1.c.

**ARTICLE I**

*NOTE: This Appendix can be amended by the County, CEMA or the Participating Party as needed with no effect on the entire Agreement. Amendments to this Appendix shall be made in writing and submitted to the Participating Party thirty days prior to the change taking effect.*



## **GENERAL PURPOSE**

The purpose of this Agreement is to:

1. Establish the terms and conditions under which Participating Party 2 may retain a copy of the Southeast Georgia Regional Radio Network (SEGARRN) system key and access select radio talk groups for Chatham County and Effingham County, and for Chatham County and Participating Party 1 to access select radio talk groups used in Jasper County, SC to provide interoperability communications between neighboring emergency response agencies.
2. Specify persons who are authorized to act on behalf of the County and the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of this Agreement. Authorized Representatives are identified in Appendix A.

## **ARTICLE II**

### **DEFINITIONS**

For purposes of this Agreement, the following terms and expressions shall apply:

1. "Agreement" means this Memorandum of Agreement, also referred to as "MOA."
2. "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to the County and/or the Participating Party pursuant to this Agreement.
3. "Authorized Representative" means the County and the Participating Party employee who has been authorized in writing by the County and the Participating Party to carry out the provisions in the Agreement.
4. "Disaster" means any natural, technological, or civil emergency, or threat thereof that causes damage or has the potential to cause damage of sufficient severity and magnitude to result in a declaration of a State of Emergency by Chatham County, its municipalities, the Governor, or the President of the United States. A Disaster Event can occur in Chatham County and is generally, but not always, associated with a State of Emergency.
5. "Emergency" means any occurrence, or threat thereof, whether natural, or caused by man, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property. An Emergency Event can occur in Chatham County irrespective of a State of Emergency.
6. "Participating Party" means the organization that has become party to this Agreement by its approval and execution of this Agreement.
7. Any term or expression not defined in this Agreement shall have the meaning specified in the

*NOTE: This Appendix can be amended by the County, CEMA or the Participating Party as needed with no effect on the entire Agreement. Amendments to this Appendix shall be made in writing and submitted to the Participating Party thirty days prior to the change taking effect.*





Georgia Emergency Management Act, (the Act) as amended and rules promulgated thereunder, and the Chatham County Emergency Management Code, unless used in a context that clearly suggests a different meaning.

### **ARTICLE III**

#### **TERMS OF AGREEMENT**

This Agreement, once executed, is valid for one-year from the date of signature. Agreement between the County and the Participating Party shall automatically renew for additional one-year terms for four additional years unless written notice is provided to terminate the agreement. This agreement may be terminated by either party upon 30 days' written notice.

### **ARTICLE IV**

#### **REIMBURSEMENT**

There are no costs involved in the activation of this Memorandum of Agreement between Chatham County, Participating Party 1, and Participating Party 2.

### **ARTICLE V**

#### **LIABILITY AND IMMUNITY**

It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-32, O.C.G.A § 38-3-33, and O.C.G.A § 38-3-35 of the 'Georgia Emergency Management Act of 1981', shall apply in addition to any other immunity provided by statutory or case law.

Chatham County, the Participating Parties and their respective governing bodies do not waive their sovereign immunity by entering into this Agreement. 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 Agreement.

### **ARTICLE VI**

#### **GENERAL PROVISIONS**

1. **Amendments.** Either party may request changes to this Agreement. Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by and between the parties to this Agreement shall be incorporated by written instrument, and effective when executed and signed by all parties to this Agreement.
2. **Applicable Law.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Georgia.

*NOTE: This Appendix can be amended by the County, CEMA or the Participating Party as needed with no effect on the entire Agreement. Amendments to this Appendix shall be made in writing and submitted to the Participating Party thirty days prior to the change taking effect.*



3. Authority Granted and Chain of Command. The Primary Coordinators identified in Appendix A are authorized to coordinate the planning, exercise, execution, and operation of the terms of this Agreement. Unless the Primary Coordinators identified in Appendix A are executive members with authority to make commitments on behalf of their respective organization, the Primary Coordinators identified in Appendix A do not have the authority to commit funds of either governing body without proper approval thru their respective organizations.
4. Entirety of Agreement. This Agreement consists of the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
5. Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in effect, and either party may renegotiate the terms affected by the severance.
6. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only party's signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement; to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement; or to bring an action for the breach of this Agreement.
7. Open Records Act: Participating Party shall abide by all provisions of the State of Georgia's Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, to the extent, if any, that the Act applies to Participating Party. To the extent that services are provided on behalf of the County, which results in documents or other records as defined by the Act, Participating Party shall be subject to disclosure required by the County pursuant to the Georgia Open Records Act. Participating Party shall cooperate fully with the County through the County Attorney's Office to fulfill all obligations under the Act. In the event that the County receives an open records request or other form of legal compulsion to produce information provided to it by Participating Party, the County will provide Participating Party with prompt notice and will discuss with Participating Party in good faith the nature of such request(s) and the extent of the information to be disclosed so that Participating Party may seek a protective order or other appropriate remedy to protect confidential information, as provided by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, and/or the Georgia Open Meetings Act,

NOTE: This Appendix can be amended by the County, CEMA or the Participating Party as needed with no effect on the entire Agreement. Amendments to this Appendix shall be made in writing and submitted to the Participating Party thirty days prior to the change taking effect.





O.C.G.A. § 50-14-1 et seq.

## **ARTICLE VII**

### **PARTICIPATING PARTY RESPONSIBILITIES**

It shall be the responsibility of Chatham County and the Participating Parties to formulate procedures and programs for cooperation in the performance of the responsibilities listed in this Agreement. In formulating such plans, and in implementing such plans, Chatham County, and the Participating Parties, insofar as practical, shall:

1. Responsibilities of Chatham County:

- a) Administer this Agreement.
- b) Designate a staff member in Appendix A as the Primary Coordinator for this Agreement and cooperatively plan, exercise, and execute the provisions of this Agreement with the identified Primary Coordinator of the Participating Parties.
- c) Provide the SEGARRN system key to Participating Party 2.
- d) Collaborate with Participating Party 2 to determine appropriate radio talk groups for Chatham County to provide to Participating Party 2 for interoperability.

2. Responsibilities of Participating Party 1:

- a) Designate a staff member in Appendix A as the Primary Coordinator for this Agreement and cooperatively plan, exercise, and execute the provisions of this Agreement with the identified Primary Coordinator of Participating Party 2.
- b) Collaborate with Participating Party 2 to determine appropriate radio talk groups for Participating Party 1 to provide Participating Party 2 for interoperability.

3. Responsibilities of Participating Party 2:

- a) Designate a staff member in Appendix A as the Primary Coordinator for this Agreement and cooperatively plan, exercise, and execute the provisions of this Agreement with the identified Primary Coordinator of Chatham County and Participating Party 1.
- b) Collaborate with Chatham County to determine appropriate radio talk groups for Participating Party 2 to provide to Chatham County for interoperability.
- c) Collaborate with Participating Party 1 to determine appropriate radio talk groups for Participating Party 2 to provide to Participating Party 1 for interoperability.

*NOTE: This Appendix can be amended by the County, CEMA or the Participating Party as needed with no effect on the entire Agreement. Amendments to this Appendix shall be made in writing and submitted to the Participating Party thirty days prior to the change taking effect.*



- d) Ensure that the SEGARRN system key is used only for the purposes of programming appropriate radios belonging to Participating Party 2 for interoperability with Chatham County and Participating Party 1.

#### **ARTICLE VIII**

##### **CONSTRUCTION WITH CONCURRENT AGREEMENTS**

Nothing contained in this Agreement shall be construed to be in conflict with any other contract held between the parties. The parties specifically acknowledge that reimbursement for non-disaster related expenses and services are not governed by this Agreement.

*NOTE: This Appendix can be amended by the County, CEMA or the Participating Party as needed with no effect on the entire Agreement. Amendments to this Appendix shall be made in writing and submitted to the Participating Party thirty days prior to the change taking effect.*



**ARTICLE IX**

**VALIDITY**

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

The effective date of this Agreement is the date of the signature last affixed to this page.

**Agreed:**

**Chatham County:**

  
\_\_\_\_\_

Chester A. Ellis, Chairman  
Chatham County Board of Commissioners

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Effingham County:**

\_\_\_\_\_  
Damon Rahn, Chairman  
Effingham County Board of Commissioners

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Jasper County:**

  
\_\_\_\_\_

Chief Russell Wells  
Jasper County Emergency Services

Date: 8/5/2025

**Reviewed and approved as to Legal Form by:**

  
\_\_\_\_\_

R. Jonathan Hart  
Chatham County Attorney

Date: 7/18/2025

**Attest:**

  
\_\_\_\_\_

Janice E. Bocook  
Clerk of Commission

NOTE: This Appendix can be amended by the County, CEMA or the Participating Party as needed with no effect on the entire Agreement. Amendments to this Appendix shall be made in writing and submitted to the Participating Party thirty days prior to the change taking effect.





**APPENDIX A**

**AUTHORIZED REPRESENTATIVES**

The below named individual(s), in addition to the Chief Executive Officer, is/are the "Authorized Representative(s)" for the County and the Participating Parties, and are authorized to request, offer, or otherwise provide and coordinate the provisions of this Agreement on behalf of the County and the Participating Parties:

**Chatham County Authorized Representative:**

A blue ink signature of Dennis T. Jones, written over a horizontal line.

Dennis T. Jones, Director

Chatham Emergency Management Agency  
124 Bull Street, Room 140  
Savannah, GA 31401  
(912) 201-4500 (office)  
(912) 658-3115 (cell)  
Email: [dtjones@chathamcounty.org](mailto:dtjones@chathamcounty.org)

Date: 08 / 04 / 25

**Participating Party 1 Representative:**

A horizontal line representing a signature.

Clinton Hodges, Director

Effingham EMA  
804 S Laurel St  
Springfield, GA 31329  
(912) 754-8200 (office)  
(912) 429-3615 (cell)  
Email: [chodges@effinghamcounty.org](mailto:chodges@effinghamcounty.org)

Date:        /        /       

**Participating Party 2 Representative:**

A blue ink signature of Michael Tambini, written over a horizontal line.

Michael Tambini  
Communications Specialist  
1509 Grays Hwy  
Ridgeland, SC, 29936  
(843) 526-8464 (office)  
(843) 226-1897 (cell)  
Email: [rwells@jaspercountysc.gov](mailto:rwells@jaspercountysc.gov)

Date: 8 / 5 / 2025

*NOTE: This Appendix can be amended by the County, CEMA or the Participating Party as needed with no effect on the entire Agreement. Amendments to this Appendix shall be made in writing and submitted to the Participating Party thirty days prior to the change taking effect.*