

# 2025 INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE EFFINGHAM COUNTY SCHOOL DISTRICT, EFFINGHAM COUNTY, AND THE EFFINGHAM COUNTY SHERIFF'S OFFICE

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between EFFINGHAM COUNTY, GEORGIA, acting by and through its duly elected Board of Commissioners (hereinafter "County"), EFFINGHAM COUNTY SHERIFF'S OFFICE, acting by and through its duly elected Sheriff (hereinafter "Sheriff's Office"), and EFFINGHAM COUNTY SCHOOL DISTRICT, acting by and through its duly elected Board of Education (hereinafter "School District"),

WITNESSETH:

WHEREAS, Article IX, Section III, Paragraph I of the Constitution of the State of Georgia provides, in pertinent part, that a county, municipality, school district, or other political subdivision of the State of Georgia, may contract with one another for the provision of services, and for the use of facilities which the county, municipality, school district, or other political subdivision is authorized by law to provide; and

WHEREAS, the Sheriff's Office, in coordination with the School District, previously instituted and established a School Resource Deputy Program (hereinafter "SRD Program") that provides for the placement of Sheriff's Office certified law enforcement deputies (hereinafter "SRDs") at certain schools within the School District; and

WHEREAS, the County, the Sheriff's Office, and the School District previously desired to establish the guidelines of the SRD Program in order to have a mutual understanding of the particular roles of each entity in relation to the SRD Program by entering into an Intergovernmental Agreement By and Between the Effingham County School District, Effingham County, and the Effingham County Sheriff's Office dated October 2, 2018; and

WHEREAS, the County, the Sheriff's Office, and the School District wish to continue the SRD Program and the placement of SRDs at certain schools within the School District; and

WHEREAS, to that end, the County, the Sheriff's Office, and the School District now seek to update and amend the aforementioned guidelines of the SRD Program by terminating the Intergovernmental Agreement dated October 2, 2018 and replacing it with this 2025 Intergovernmental Agreement By and Between the Effingham County School District, Effingham County, and the Effingham County Sheriff's Office (hereinafter "Agreement");

NOW THEREFORE, for good and valuable consideration described herein, the receipt and sufficiency of which are hereby acknowledged, and based on the mutual covenants and agreements contained herein, the parties do hereby agree to terminate the aforementioned Intergovernmental Agreement between the parties dated October 2, 2018 and to replace it with this Agreement which provides as follows:

## ARTICLE 1 - PURPOSE

The School District, the Sheriff's Office, and the County agree that the purpose of the SRD Program is to provide resources and support for School District students, teachers, and staff in law enforcement related matters. These resources and support include: allowing students to build positive

relationships with law enforcement officers, in the form of SRDs, in a non-confrontational setting; protecting persons and property on School District vehicles and grounds; gathering information concerning criminal activity involving School District vehicles and grounds; and generally enforcing applicable federal, state, and local law on and around School District vehicles and grounds.

## ARTICLE 2 - POLICY

It is the policy of the Sheriff's Office to maintain a minimum of fifteen (15) SRDs for placement at certain schools within the School District. Three (3) SRDs shall be assigned to Effingham County High School, and three (3) SRDs shall be assigned to South Effingham High School. One (1) SRD shall be assigned to Effingham College & Career Academy. One (1) SRD shall be assigned to Ebenezer Middle School, one (1) SRD shall be assigned to Effingham County Middle School, and one (1) SRD shall be assigned to South Effingham Middle School. One (1) SRD shall be assigned to Blandford Elementary School, one (1) SRD shall be assigned to Ebenezer Elementary School, one (1) SRD shall be assigned to Marlow Elementary School, one (1) SRD shall be assigned to Sand Hill Elementary School, and one (1) SRD shall be assigned to South Effingham Elementary School.

## ARTICLE 3 - CHAIN OF COMMAND

For the purposes of this Agreement, the term "Regular Academic Session" shall mean each period beginning the week prior to the first day of class in a school year and ending one week after the last day of class in a school year, said period being comprised of approximately 190 School District business days.

The SRD Program is part of the Sheriff's Office, and an SRD shall follow the chain of command of the Sheriff's Office. An SRD shall coordinate activities with the assigned school's administration. All school-related activity must be coordinated by an SRD with the principal's office at the assigned location. When an SRD perceives that law enforcement action is required at a school, the SRD shall take such action and then notify the principal of the action taken as soon as reasonably possible thereafter. An SRD is first and foremost a law enforcement officer and employee of the Sheriff's Office and, while performing duties as an SRD, will remain an employee of the Sheriff's Office with all rights, benefits, and privileges attaching thereto. At any time during which the School District is not in Regular Academic Session, an SRD will report to the Sheriff's Office and perform duties as assigned by and through the chain of command there and receive law enforcement and SRD training. Upon request by the School District, scheduling and time permitting, an SRD shall be available for additional School District related duties at extracurricular activities as designated by school officials during the period when the School District is not in Regular Academic Session, including sporting events, school registration, and Summer School. An SRD's duties for extracurricular events and compensation therefor shall be governed by a separate School Function Security Agreement agreed upon and executed by the Sheriff's Office and the School District.

## ARTICLE 4 - SELECTION OF PERSONNEL AND MINIMUM REQUIREMENTS

The Sheriff, based upon criteria to be mutually established by the Sheriff's Office and the School District, shall appoint the SRDs. The SRDs will be sworn and certified law enforcement officers and will possess, at a minimum, these qualifications:

- Peace Officers Standards and Training (POST) Certification;
- Demonstrated ability to work well with young people and educators;
- Demonstrated maturity and no history of conduct unbecoming a deputy;
- Skills in interpersonal relationships;
- Skills in de-escalation of conflict and in conflict resolution;
- Must adhere to the principle that a balanced approach be taken between law enforcement activity and maintaining healthy community relations with citizens; and
- Any other qualifications mutually established by the Sheriff's Office and the School District in the future.

#### ARTICLE 5 - DISMISSAL OF SRDs

In the event that a principal of a school to which an SRD is assigned believes that the assigned SRD is not effectively performing his/her duties and responsibilities, the Superintendent of Schools (hereinafter "Superintendent") shall notify the SRD supervisor, as designated by the Sheriff. Within a reasonable amount of time after receiving such notification from the Superintendent, the SRD supervisor shall advise the Sheriff of the Superintendent's concerns. If the Sheriff so desires, the Superintendent and the Sheriff, or their designees, may meet with the SRD to mediate or resolve any problems they may determine exist. Additionally, the SRD assigned to the school may immediately be re-assigned to another post by the Sheriff.

#### ARTICLE 6 - SRD DUTIES AND RESPONSIBILITIES

An SRD shall have the following duties and responsibilities, in addition to those described elsewhere in this Agreement:

- Provide School District students, faculty, staff, and visitors with the opportunity to meet and interact with a law enforcement officer in a non-confrontational setting;
- Act as a deterrent to crime in school buildings, on school grounds, and in communities surrounding schools, not only through a uniformed presence, but also by developing positive relationships with School District students, faculty, and staff, and the communities surrounding the schools;
- Provide classroom instruction and act as a resource for information for School District students, faculty, and staff concerning law enforcement topics;
- Provide for the safety and security of School District students, faculty, staff, and visitors, including during sporting events and extracurricular activities;
- Make himself/herself available, as time permits, for conferencing with students, parents, and faculty members in order to assist them with issues of a law enforcement and crime prevention nature;
- Respond to emergency situations that arise on School District vehicles or grounds within an appropriate jurisdiction and take whatever appropriate law enforcement action is reasonable to resolve such situations;
- Assist the Sheriff's Office in the investigation of any crimes which occur on School District vehicles or grounds within an appropriate jurisdiction; an SRD will contact additional law enforcement personnel to assist him/her as determined to be needed by the SRD;
- Enforce applicable federal, state, and local law;

- Communicate with school administrators about law enforcement concerns on School District vehicles or grounds;
- Be present on school grounds during the Regular Academic Session while classes are in session and ten (10) minutes before the first bell and ten (10) minutes after the last bell, unless instructed otherwise, away on school-related business, on permitted leave (e.g., sick-vacation time or training) or a situation occurs where law enforcement must respond elsewhere;
- As needed, conduct formal interviews of School District students in accordance with Sheriff's Office and School District policies;
- Assist all federal, state, and local law enforcement agencies conducting interviews, arrests, or other actions related to the School District in accordance with Sheriff's Office and School District policies;
- Maintain a "zero tolerance" policy as to all criminal gang activities, illegal drug activities, and weapons on School District vehicles and grounds; criminal charges to be filed by an SRD regarding such activities, as appropriate, and case files sent to the courts of proper jurisdiction;
- It is acknowledged that an SRD may be called upon as a witness or to participate in the School District's disciplinary or truancy processes; however, the disciplining of students for violations of School District policies is solely the responsibility of the School District; a school principal may contact the SRD if the principal believes that an incident involves a violation of law, after which the SRD shall determine whether a law enforcement response is appropriate; an SRD is not to be utilized by the School District for enforcing School District policies, rules, or regulations or for monitoring the duties of School District employees; violations of School District policies, rules, or regulations observed by an SRD shall be brought to the attention of the appropriate School District administrator;
- An SRD shall be responsible for scheduling any assignments with a school which are outside the SRD's regular-duty day for the School District during the Regular Academic Session by coordinating with that school's principal; however, any such assignments must first be approved by the Sheriff's Office and the School District; and
- Attend pre-planning meetings with administration and instruction staff of the SRD's assigned school for a complete orientation of the SRD Program as needed or when requested.

#### ARTICLE 7 - SCHOOL DISTRICT DUTIES AND RESPONSIBILITIES

- Provide an SRD a reasonable work space at the assigned school;
- Provide an SRD a copy of relevant School District policies and procedures;
- Provide an SRD school operations training; and
- Provide an SRD a high-visibility parking space in front of the school for an SRD police vehicle.

#### ARTICLE 8 - SHERIFF'S OFFICE AND COUNTY'S DUTIES AND RESPONSIBILITIES

- Provide an SRD with the usual and customary office supplies and forms required for the performance of the SRD's duties;
- Provide an SRD with uniforms and equipment required of law enforcement personnel;

- Provide an SRD with a law enforcement vehicle, fuel for the vehicle, and maintenance of the vehicle;
- Provide an SRD with law enforcement and SRD training; and
- Provide Liability and Workers' Compensation Insurance coverage for an SRD.

## ARTICLE 9 - STUDENT RECORDS AND INFORMATION

The parties to this Agreement recognize their obligations to parents and eligible students under the Family Educational Rights and Privacy Act (hereinafter "FERPA"), 20 U.S.C. § 1232g, and its implementing regulations, 34 C.F.R. §§ 99.1 - 99.67. Similarly, the parties are mindful of the requirements of O.C.G.A. § 20-2-1183, as subject to the definitions, terms, and conditions of O.C.G.A. § 20-2-662 and the related provisions of Effingham County Board of Education Policy JR: Student Records. It is the intent of the parties that this Agreement, and their conduct (including the conduct of the SRDs) undertaken pursuant to the Agreement, comply with these laws, regulations, and policy. To that end, the following rules shall apply:

### FERPA Generally

FERPA is a federal law that protects the privacy of student education records. Generally, FERPA protects the rights of parents and eligible students to (1) inspect and review education records, (2) seek to amend education records, and (3) consent to the disclosure of personally identifiable information (hereinafter "PII") from education records, except as specified by law.

### Article 9 Definitions

*"Directory information"* is information contained in the education records of a student that would not generally be considered harmful or an invasion of privacy if disclosed. Directory information may include the student's name, address, telephone listing, electronic mail address, photograph, date and place of birth, grade level, enrollment status, dates of attendance, participation in officially recognized activities and sports, weight and height of members of athletic teams, and degrees, honors, and awards received. For purposes of Article 9 of this Agreement, the following information is designated as directory information:

- a. Student's name, address, and telephone number (address and telephone number are only to be provided to certain vendors, approved by the Superintendent, who provide specialized items of interest to high school students, including, but not limited to, those vendors marketing class rings, graduation invitations, and graduation attire);
- b. Student's date of birth;
- c. Student's participation in official school clubs and sports;
- d. Weight and height of student if the student is a member of an athletic team;
- e. Student's dates of attendance at schools within the School District;
- f. Student's honors and awards received during the time enrolled in the School District's schools;
- g. Student's photograph; and
- h. Student's school and grade level.

*"Disclosure"* is permitted access to or the release, transfer, or other communication of PII contained in education records by any means, including oral, written, or electronic means, to any party, except the party identified as the party that provided or created the record.

*"Education records"* are those records that are directly related to a student and maintained by an educational agency or institution or by a party acting for the agency or institution. An education record does not include the types of student data excepted in FERPA, student data collected by an operator when it is used for internal operations purposes, student data that is not formatted for nor expected to be accessed by school, local board of education, or department employees, or student data that a local board of education determines cannot reasonably be made available to the parent or eligible student.

*"Law enforcement unit"* is any individual, office, department, division, or other component of an educational agency or institution, such as a unit of commissioned police officers or non-commissioned security guards, that is officially authorized or designated by that agency or institution to (1) enforce any federal, state, or local law, or refer to appropriate authorities a matter for enforcement of any federal, state, or local law against any individual or organization other than the agency or institution itself, or (2) maintain the physical security and safety of the agency or institution. For purposes of Article 9 of this Agreement, the Sheriff's Office (and its SRDs) are considered law enforcement units.

*"Law enforcement unit records"* are those records, files, documents, and other materials that are (1) created by a law enforcement unit, (2) created for a law enforcement purpose, and (3) maintained by a law enforcement unit.

*"Parent"* is a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.

*"PII"* includes, but is not limited to, the following:

- a. Student's name;
- b. Name of student's parent or other family members;
- c. Address of student or student's family;
- d. Personal identifier of student, such as a social security number, student number, or biometric record;
- e. Other indirect identifier of student, such as date of birth, place of birth, or mother's maiden name;
- f. Other information of student that, alone or in combination, is linked or linkable to the specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; and
- g. Information of a student requested by a person who the educational agency or institution reasonably believes knows the identity of the student to whom the education record relates.

*"Student"* is any individual who is or has been in attendance at an educational agency or institution and regarding whom the agency or institution maintains education regards. An *"eligible student"* is a student who has reached the age of 18 years of age.

*“School Official”* is an individual that a local educational agency has determined has a legitimate educational interest in a student’s education record and to whom the local educational agency may disclose a student’s education record.

*“Record”* is information recorded in any way, including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche.

#### Treatment of Student Education Records and Information

With the exception of directory information, a student’s PII will not be released from an education record without prior written consent of the parent or eligible student, except as authorized by FERPA and its implementing regulations.

One of these exceptions to the release of a student’s PII applies to health and safety emergencies. FERPA permits school officials to disclose PII from a student’s education records to appropriate parties without the consent of a parent or eligible student in connection with an actual, impending, or imminent emergency, if knowledge of the information is necessary to protect the health or safety of the student or other individuals.

Unless a parent or eligible student makes a timely request to the principal of the school where the student is enrolled that such information not be designated as directory information of the individual student, such information will not be considered confidential and may be disclosed upon request, as authorized by Article 9 of this Agreement. Even the release of directory information shall be limited, however, to certain parties and for approved purposes as follows:

- a. School publications, such as school yearbooks, website, school newspapers, etc.;
- b. Media outlets providing coverage of student academic, athletic, and extracurricular competitions, honors, and awards;
- c. Certain vendors, approved by the Superintendent, who provide specialized items of interest to high school students, including, but not limited to, those vendors marketing class rings, graduation invitations, and graduation attire;
- d. Non-profit organizations who have been determined by the Superintendent to provide services that may enhance the instructional program of the school, including, but not limited to, the local YMCA, 4-H Club, and Boys and Girls Scouts Clubs of America;
- e. Outside researchers, when research is determined by the Superintendent to have merit to the improvement of the School District; and
- f. Other purposes, as approved by the Superintendent.

In addition, military recruiters may, upon request, be provided a student’s name, address, and telephone numbers, unless parents have advised the School District that they do not want their student’s information disclosed without their prior consent. Finally, in compliance with O.C.G.A. § 20-2-310, no local board of education, its employees, nor anyone acting on its behalf shall disclose or otherwise

provide access to student directory information to any candidate or campaign committee, political action committee or political organization, or any person or group acting on behalf of such political entities.

#### School District Responsibilities

The School District agrees to take the following actions to promote the safety, health, and well-being of students and the school community:

- Release student education records to appropriate parties, such as law enforcement and other first responders in an emergency situation, in order to protect the health and safety of a student or other individuals; the school official must be able to explain, based on all of the information available at that time, what the safety threat is and why it is significant when the school official makes the disclosure;
- Designate certain types of student information as directory information each year, and immediately provide directory information regarding a student without the written consent of the parent or eligible student to law enforcement, a judge or court personnel, or another federal, state, or local agency or officer with a legal interest in such information, provided that the parent or eligible student has not opted out of the disclosure of directory information;
- Recognize SRDs as school officials under FERPA; therefore, a student's education record, data, and PII may be disclosed to an SRD if the SRD has a legitimate educational interest to review the records, data, or PII in order to promote school safety or secure the physical safety of students, staff, or a school vehicle or campus;
- Designate each of the entities listed in Exhibit A to this Agreement, who may, when appropriate, be responsible for working with the School District to implement the School District's School Safety Plans in accordance with O.C.G.A. § 20-2-1185, as a school official as a result of a triggering event or situation; the School District to provide said entities, when appropriate, necessary student records, data, and PII for the duration of any such triggering event or situation;
- Maintain a record of each request by an SRD for access to and each disclosure of PII from a student's education record; and
- Review its annual FERPA notification and designation of directory information to determine if any updates are necessary.

#### Sheriff's Office Responsibilities

The Sheriff's Office agrees to take the following actions to promote the safety, health, and well-being of students and the school community:

- Acknowledge and agree that the School District must have direct control over an SRD's maintenance and use of any student's education record, data, or PII that is disclosed (unless such record, data or PII has been lawfully taken into as evidence, or as otherwise permitted by FERPA);
- Limit access to student education records, data, and PII to an SRD performing an investigation that is intended to protect the health and safety of students, staff, or other individuals or to ensure the physical safety of a school vehicle or campus;
- Provide the School District with any written reports relating to any official encounter by the Sheriff's Office with a school-age youth enrolled or potentially enrolled in the



School District by virtue of the youth's primary address in which the interaction is directly related to a credible report or other credible information that the youth has threatened the death of, or serious injury to, one or more individuals who are or will likely be at or within a school in the School District; this report shall be made to the Superintendent or the Superintendent's designee as soon as possible, but no later than five (5) days from the date of the official encounter;

- Notify the Superintendent or the Superintendent's designee if a school-age youth residing in Effingham County is charged with a felony or Class A or Class B designated felony act, as defined by O.C.G.A. § 15-11-2, and provide updates to the Superintendent or the Superintendent's designee on any court dispositions that may occur during the course of the criminal proceedings; and
- Notify the Superintendent or the Superintendent's designee if the Sheriff's Office receives a records request under federal or state law regarding any documents that are provided to law enforcement under Article 9 of this Agreement, and before the law enforcement agency responds to any such records request.

#### Article 9 Agreements Between the School District and Sheriff's Office

- The Sheriff's Office and the SRDs constitute a law enforcement unit as defined herein;
- Documents created and maintained by the Sheriff's Office and the SRDs in conducting their duties and responsibilities as a law enforcement unit shall remain law enforcement unit records that are not protected by FERPA or its implementing regulations; and
- Any student education records provided under Article 9 of this Agreement are protected under FERPA and may only be disclosed as provided by FERPA or under the terms of Article 9 of this Agreement; education records do not lose their protected status when the School District has transferred the records to a party under the terms of Article 9 of this Agreement.

#### ARTICLE 10 - REVIEW OF SRD PROGRAM

SRD evaluations will occur in June of each year. An SRD supervisor will perform all such evaluations.

#### ARTICLE 11 - COMPENSATION

Unless otherwise provided in a separate School Function Security Agreement, all compensation, including overtime pay, due to an SRD for work performed pursuant to this Agreement, as well as insurance and other benefits, if any, shall be paid to the SRD by the Sheriff's Office in accordance with the Sheriff's Office payroll procedures. The School District shall pay seventy-five percent (75%), and the County shall pay twenty-five percent (25%) of the total cost described in this paragraph. The County will invoice the School District twice per year for the School District's share of all compensation paid to an SRD for his/her work. The School District shall pay each such invoice within thirty (30) days of receipt.

Work for extracurricular and similar activities which an SRD is requested by a school to perform outside the SRD's regular-duty day for the School District during the Regular Academic Session will be accepted solely at the option of the SRD (following Sheriff's Office and School District approval) and will be governed by a separate School Function Security Agreement. An SRD performing all work under

this Agreement, including work outside the SRD's regular-duty day for the School District during the Regular Academic Session, is expected to comply at all times with the standard operating procedures (hereinafter "SOPs") and other applicable employment policies of the Sheriff's Office, and the parties acknowledge that an SRD is subject to discipline by the Sheriff's Office (through its chain of command) for violating any SOPs or other applicable policies while performing any work for the School District. Considering an SRD will also be in uniform and using equipment and vehicles of the Sheriff's Office while performing work for the School District outside the SRD's regular-duty day for the School District during the Regular Academic Session, the SRD will be considered to be engaged in law enforcement activity and will be covered by the County's Liability and Workers' Compensation Insurance coverage while performing such work, just as is the case while an SRD is conducting a regular-duty day for the School District during the Regular Academic Session.

#### ARTICLE 12 - TERM

This Agreement shall initially become effective as of the date set forth on Page 1. The School District is entering into this Agreement for a "school system" of the State of Georgia as such term is used in O.C.G.A. § 20-2-506, and the parties acknowledge that this Agreement is in compliance with said code section, as amended. The parties further agree that unless terminated in accordance with the provisions set forth herein, this Agreement shall expire absolutely without further obligation on the part of the County, the Sheriff's Office, and the School District, on December 31<sup>st</sup> of each year it becomes effective. However, this Agreement will automatically renew for successive one-year terms commencing on January 1<sup>st</sup> and ending on December 31<sup>st</sup> of each year unless any party provides a notice of non-renewal to the other parties at least sixty (60) days prior to the expiration of the then-current term. If any one party effectively non-renews this Agreement, the Agreement shall stand as non-renewed as to all other parties.

Any party may terminate this Agreement by providing the other parties with sixty (60) days advance notice of the effective date of termination. If any one party effectively terminates this Agreement, the Agreement shall stand as terminated as to all other parties.

#### ARTICLE 13 - INDEMNIFICATION

Each party does hereby agree, to the extent, if any, allowed by law, to indemnify and hold harmless the other parties, their officers, agents, servants, and employees from any and all injuries, claims, actions, lawsuits, damages, judgments, or liabilities of any kind whatsoever arising out of their respective performance of this Agreement, except as would relate to any injury, claim, action, lawsuit, damage, judgment, or liability caused by or contributed to by a negligent, reckless, or intentional act of the party seeking indemnification, its officers, agents, servants, or employees to the extent of such negligent, reckless, or intentional act.

#### ARTICLE 14 - ASSIGNMENT OR TRANSFER

The rights, privileges, and obligations under this Agreement shall not be assigned or transferred by any party; provided, however, that this Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

## ARTICLE 15 - NOTICES

Any notices required or permitted pursuant to this Agreement shall be in writing, and unless otherwise stated, may be given by personal delivery, by overnight delivery, or by certified mail, to the addresses set forth below. Notices personally delivered shall be considered received upon delivery. Notices sent by overnight delivery shall be considered received on the next business day, unless the receiving party presents evidence establishing that delivery was received on some day later. Notices sent by certified mail shall be deemed to have been received on the date of acknowledgment on a return receipt.

- To the School District:  
  
Superintendent of Schools  
Effingham County School District  
405 N. Ash Street  
Springfield, Georgia 31329
- With a copy to:  
  
James D. Kreyenbuhl, Esq.  
Brennan, Harris & Rominger LLP  
6001 Chatham Center Drive, Suite 310  
Savannah, Georgia 31405
- To the County:  
  
County Manager of Effingham County  
804 S. Laurel Street  
Springfield, Georgia 31329
- With a copy to:  
  
Edward L. Newberry, Jr., Esq.  
The Newberry Law Firm, P.C.  
Post Office Box 790  
Springfield, Georgia 31329
- To the Sheriff's Office:  
  
Sheriff of Effingham County  
500 W. 1<sup>st</sup> Street  
Springfield, Georgia 31329
- With a copy to:  
  
Edward L. Newberry, Jr., Esq.  
The Newberry Law Firm, P.C.  
Post Office Box 790  
Springfield, Georgia 31329

## ARTICLE 16 - GENERAL PROVISIONS OF THIS AGREEMENT

The brief capitalized headings or titles designated as articles herein are for purposes of identification, convenience, and ease of reference, and shall be disregarded in the construction of this Agreement.

No failure of any party hereto to exercise any right or power granted under this Agreement, or to insist upon strict compliance by another party with this Agreement, and no custom or practice of any party at variance with the terms and conditions of this Agreement, shall constitute a waiver of any such party's right to demand exact and strict compliance by the other parties hereto with the terms and conditions of this Agreement.

This Agreement shall be governed by, construed under, performed, and enforced in accordance with the laws of the State of Georgia.

Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and among the parties that the court interpreting or construing the same shall not apply a presumption that the terms, conditions, and provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.

This Agreement may be executed in multiple counterparts, each of which is deemed an original of equal dignity with the others and which is deemed one and the same instrument as the others.

## ARTICLE 17 - ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties, and no modification thereof shall be binding unless evidenced by a subsequent signed written agreement.

## ARTICLE 18 - SEVERABILITY OF TERMS

In the event that any part or provision of this Agreement is held to be invalid, the remainder of the Agreement shall not be affected thereby and shall remain in full force and effect.

## ARTICLE 19 - IMMUNITY

Nothing contained in this Agreement shall be deemed to be a waiver of any immunity to which the parties, their officials, or employees are legally entitled.

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

EFFINGHAM COUNTY BOARD  
OF COMMISSIONERS

By: \_\_\_\_\_  
Damon Rahn, Chairman

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

Attest: \_\_\_\_\_  
Stephanie Johnson, County Clerk

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

EFFINGHAM COUNTY SHERIFF'S OFFICE

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

By: \_\_\_\_\_  
Jimmy McDuffie, Sheriff

EFFINGHAM COUNTY SCHOOL DISTRICT

By: \_\_\_\_\_  
Dr. Yancy Ford, Superintendent

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

2025 INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN  
THE EFFINGHAM COUNTY SCHOOL DISTRICT, EFFINGHAM  
COUNTY, AND THE EFFINGHAM COUNTY SHERIFF'S OFFICE

EXHIBIT A

Guyton Fire Department  
Rincon Fire Department  
Springfield Fire Department  
Guyton Police Department  
Rincon Police Department  
Springfield Police Department  
Guyton Water / Sewer  
Rincon Water / Sewer  
Springfield Water / Sewer  
Effingham County E-911  
Effingham County Emergency Medical Services  
Effingham County Health Department  
Effingham County Public Works  
Effingham County Sheriff's Office  
Effingham County Water / Sewer  
Effingham Emergency Management Agency  
Effingham Fire Department  
Effingham Health System  
Georgia Bureau of Investigation  
Georgia Department of Behavioral Health and Developmental Disabilities  
Georgia Department of Human Services Division of Family & Children Services  
Georgia Department of Juvenile Justice  
Georgia Department of Natural Resources  
Georgia Department of Public Health  
Georgia Emergency Management and Homeland Security Agency  
Georgia Forestry Commission  
Georgia State Fire Marshal's Office  
Georgia State Patrol