



MEMORANDUM OF UNDERSTANDING
BETWEEN

Effingham County Board of Commissioners
-Emergency Management Agency-

AND

Effingham County United Methodist Campground

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 United Methodist Campground whose address is 306 West First 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 Methodist Campground youth building and kitchen may be used as a critical workforce shelter and/or post event shelters when requested by the Emergency Management Agency of Effingham County. The shelter agreement also encompasses the parking of equipment and supplies that will accompany the personnel.

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 event 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 hold harmless Effingham County Methodist



Campground 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 or willful misconduct 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, and their respective governing bodies do not wave their sovereign immunity by entering into this MOU. Each party to the MOU 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 Salvation Army, The American Red Cross, The Coastal Health District and/or a volunteer civic group access during an 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 Methodist Campground primary coordinator.
3. Provide the Effingham Methodist Campground representative an estimated timetable for the occupation of the identified buildings. This will also include the time for facility clearance.
4. Provide a representative for the post inspections after operations.
5. Insure that the facility is returned to the Effingham County Methodist Campground in a clean and fully operational condition of its original state.
6. Provide security during the time the facility is occupied through the Emergency Operations Plan Emergency Support Function (ESF) 13.
7. Designate a facility manager to coordinate operations with the Effingham County Methodist Campground designated Liaison Officer.
8. Determine which third party beneficiary shall be included in operations.

B. The Effingham County Methodist Campground 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. Emergencies are very unpredictable, therefore the Effingham Emergency Management Agency shall be notified 10 days in advance of when the facility will not be available for occupancy.
3. Provide EEMA with immediate access upon activation of this MOU.
4. Provide a representative for the post inspection.
5. Designate a liaison officer to coordinate operations with the facility manager from Effingham County EMA.



VII. Limitations of Use

The use of the Effingham County Methodist Campground shall be limited to the youth building, kitchen and any other areas agreed prior to the occupation of the building by both representatives.

VIII. MOU Primary Coordinators

A. Effingham County Emergency Management Agency.

The Primary Coordinator for this MOU will be:
Clint Hodges, Director
Effingham County Emergency Management Agency
601 North Laurel Street, Springfield, GA 31329
(912) 754-8200 Office
(912) 547-8924 Mobile
Email address: eema@effinghamcounty.org

B. Effingham County Methodist Campground

The Primary Coordinator for this MOU will be:
Jason Hinely
306 West First Street, Springfield, GA 31329
(912) 754-1459 Email address: hinelyj@gmail.com

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.



Wesley Corbitt, Chairman
Effingham County Board of Commissioners

02/07/2017
Date *Auto Renewal*



Jason Hinely, Chairman
Effingham County Methodist Campground

1/9/15
Date

This concludes the Memorandum of Understanding between the
Effingham County Board of Commissioners –
Effingham Emergency Management Agency and the Effingham County Methodist Campground