

SERVICE DELIVERY STRATEGY

for

CHATHAM COUNTY, GEORGIA

August 2016

Prepared by

The Chatham County-Savannah Metropolitan Planning Commission







SERVICE DELIVERY STRATEGY

FORM 1

COUNTY: CHATHAM

I. GENERAL INSTRUCTIONS:

- 1. FORM 1 is required for **ALL** SDS submittals. Only one set of these forms should be submitted per county. The completed forms should clearly present the collective agreement reached by all cities and counties that were party to the service delivery strategy.
- 2. List each local government and/or authority that provides services included in the service delivery strategy in Section II below.
- 3. List all services provided or primarily funded by each general purpose local government and authority within the county that are continuing *without change* in Section III, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.)

OPTION A Revising or Adding to the SDS	OPTION B Extending the Existing SDS
 4. List all services provided or primarily funded by each general purpose local government and authority within the county which are revised or added to the SDS in Section IV, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.) 5. For each service or service component listed in Section IV, complete a separate, updated <i>Summary of Service Delivery Arrangements</i> form (FORM 2). 	 4. In Section IV type, "NONE." 5. Complete one copy of the <i>Certifications for Extension of Existing SDS</i> form (FORM 5) and have it signed by the authorized representatives of the participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 5).] 6. Proceed to step 7, below.
6. Complete one copy of the <i>Certifications</i> form (FORM 4) and have it signed by the authorized representatives of participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 4).]	For answers to most frequently asked questions on Georgia's Service Delivery Act, links and helpful publications, visit DCA's website at www.dca.servicedelivery.org, or call the Office of Planning and Quality Growth at (404) 679-5279.

- 7. If any of the conditions described in the existing *Summary of Land Use Agreements* form (FORM 3) have changed or if it has been ten (10) or more years since the most recent FORM 3 was filed, update and include FORM 3 with the submittal.
- Email the completed forms and any attachments as .pdf attachments to: pemd.opqga@dca.ga.gov, or mail the completed forms along with any attachments to:
 GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS
 OFFICE OF PLANNING AND QUALITY GROWTH
 60 Executive Park South, N.E. Atlanta, Georgia 30329

NOTE: ANY FUTURE CHANGES TO THE SERVICE DELIVERY ARRANGEMENTS DESCRIBED ON THESE FORMS WILL REQUIRE AN OFFICIAL UPDATE OF THE SERVICE DELIVERY STRATEGY AND SUBMITTAL OF REVISED FORMS AND ATTACHMENTS TO THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS UNDER THE "OPTION A" PROCESS DESCRIBED, ABOVE.

II. LOCAL GOVERNMENTS INCLUDED IN THE SERVICE DELIVERY STRATEGY:

In this section, list all local governments (including cities located partially within the county) and authorities that provide services included in the service delivery strategy.

Chatham County City of Bloomingdale City of Garden City City of Pooler City of Port Wentworth City of Savannah (county seat) City of Tybee Island Town of Vernonburg Town of Thunderbolt

III. SERVICES INCLUDED IN THE EXISTING SERVICE DELIVERY STRATEGY THAT ARE BEING EXTENDED WITHOUT CHANGE:

In this section, list each service or service component already included in the existing SDS which can continue as previously agreed with no need for modification. Airport Animal Control **Building Inspection Bus Service** Cemeteries Code Enforcement Courts **Cultural Affairs** Hazardous Materials Health Services Historic Preservation Jail Legal Defense Libraries Mosquito Control New Road Construction Parks and Recreation Planning **Police Protection** Purchasing **Refuse Collection and Disposal Road Maintenance** Road Paving Road Right-of-Way Mowing Seniors Programs Social Services Street Lighting Street Sweeping Tax Billing and Collecting Traffic Control

IV. SERVICES THAT ARE BEING REVISED OR ADDED IN THIS SUBMITTAL:

In this section, list each new service or new service component which is being added and each service or service component which is being revised in this submittal. For each item listed here, a separate Summary of Service Delivery Arrangements form (FORM 2) must be completed.

Emergency Management Emergency Medical Services Fire Protection Sewage Collection/ Treatment Stormwater Management Water Supply / Distribution

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Georgia Department of Community Affairs			
SERVICE DELIVERY STRATEGY			
FORM 2: Summary of Service Delivery Arrangements Instructions:			
Make copies of this form and complete one for each service listed on Form 1, Section III. Use exactly the same names listed on Form 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.			
County: Chatham Service: Building Inspection			
1. Check the box that best describes the agreed upon delivery arrangement for this service:			
Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:			
Service will be provided only in the unincorporated portion of the county by a single service provider If this box is checked, identify the government, authority, or organization providing this service:			
One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. If this box is checked, identify the government(s), authority, or organization providing this service:			
 One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service: Chatham County and Cities of Savannah, Pooler, Thunderbolt, Bloomingdale, Garden City, Port Wentworth, Tybee Island, Vernonburg 			
Other. If this box is checked, <u>attach a legible map delineating the service area of each service provider</u> , and identify the government, authority, or other organization that will provide this service within each service area:			
2. In developing this strategy, were overlapping service areas, unnecessary competition, and/or duplication of this service identified?			
Yes. (If "yes", attach additional documentation as described below.)			
x No.			
If these conditions will continue under this strategy, <u>attach an explanation for continuing the arrangement</u> (e.g. overlapping but high levels of service (See O.C.G.A 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.) If these conditions will be eliminated under this strategy, <u>attach and implementation schedule</u> listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.			

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Chatham County	Special Service District revenues
Savannah	General Fund
Thunderbolt	General Fund; Permits and fees
Bloomingdale	General Fund; User fees
Port Wentworth	General Fund; User Fees
Tybee Island	General Fund; Permits and Fees
Garden City	General Fund; User Fees
Pooler	General Fund; User fees
Vernonburg	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy will not change the current arrangement for providing or funding this service. Chatham County provides building inspection service to Tybee Island on a contractual basis.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service.

Agreement Name	Contracting Parties	Effective and Ending Dates
Building Inspections Contract	City of Tybee Island and Chatham County	Current/Continuing

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

N/A

7. Person completing form: Nick Helmholdt, Acting Director of Comprehensive Planning, Chatham County-
SavannahSavannahMetropolitan Planning CommissionPhone Number: 912-651-1440Date completed: December 9, 2016

8. Is this the person who should be contacted by state agenc	ies when evaluating whether proposed local government
projects are consistent with the service delivery strategy?	Yes No

Instructions:

County: Chatham	Service: Code Enforcement
1. Check the box that best describes the agreed upon delive	ry arrangement for this service:
	ities and unincorporated areas) by a single service provider. ity, or organization providing this service: Chatham County
Service will be provided only in the unincorporated poly checked, identify the government, authority, or organi	rtion of the county by a single service provider If this box is zation providing this service:
	their incorporated boundaries, and the service will not be d, identify the government(s), authority, or organization
	their incorporated boundaries, and the county will provide ked, identify the government, authority, or organization hah, Pooler, Thunderbolt, Bloomingdale, Garden City, Port
Other. If this box is checked, <u>attach a legible map delineatir</u> government, authority, or other organization that will	ng the service area of each service provider, and identify the provide this service within each service area:
2. In developing this strategy, were overlapping service area service identified?	s, unnecessary competition, and/or duplication of this
Yes. (If "yes", attach additional documentation as described	below.)
x No.	
If these conditions will continue under this strategy, attach an exp high levels of service (See O.C.G.A 36-70-24(1), overriding benefits competition cannot be eliminated.) If these conditions will be eliminated under this strategy, attach a taken to eliminate them, the responsible party and the agreed upo	s of duplication, or reasons that overlapping service areas or nd implementation schedule listing each step or action that will be

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Chatham County	Special Service District revenues
Savannah	General Fund
Thunderbolt	General Fund; User Fees
Bloomingdale	General Fund; User fees
Port Wentworth	General Fund; User Fees
Tybee Island	General Fund
Garden City	General Fund; User Fees/Assessments
Pooler	General Fund; User fees
Vernonburg	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy will not change the current arrangement for providing or funding this service.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service. N/A

Agreement Name	Contracting Parties	Effective and Ending Dates

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: Nick Helmholdt, Acting Director of Comprehensive Planning, Chatham County-Savannah Metropolitan Planning Commission

Phone Number: **912-651-1440**

Date completed: **December 9, 2016**

8. Is this the person who should be contacted by state agen	cies when evaluating whether proposed local government
projects are consistent with the service delivery strategy?	Yes No

Instructions:

Make copies of this form and complete one for each service listed on Form 1, Section III. Use exactly the same names listed on Form 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: Chatham Service: Planning		
	County: Chatham	

1. Check the box that best describes the agreed upon delivery arrangement for this service:

Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service: **Chatham County**

Service will be provided only in the unincorporated portion of the county by a single service provider If this box is checked, identify the government, authority, or organization providing this service:

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. If this box is checked, identify the government(s), authority, or organization providing this service:

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service: Chatham County and Cities of Savannah, Pooler, Thunderbolt, Bloomingdale, Garden City, Port Wentworth, Tybee Island, Vernonburg

Other. If this box is checked, <u>attach a legible map delineating the service area of each service provider</u>, and identify the government, authority, or other organization that will provide this service within each service area:

2. In developing this strategy, were overlapping service areas, unnecessary competition, and/or duplication of this service identified?

Yes. (If "yes", attach additional documentation as described below.)

x No.

If these conditions will continue under this strategy, <u>attach an explanation for continuing the arrangement</u> (e.g. overlapping but high levels of service (See O.C.G.A 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.)

If these conditions will be eliminated under this strategy, <u>attach and implementation schedule</u> listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Chatham County	Special Service District revenues; Solid Waste
	Management Fund
Savannah	General Fund; Federal and State grants
Thunderbolt	General Fund
Bloomingdale	General Fund
Port Wentworth	General Fund; User Fees
Tybee Island	General Fund; User Fees
Garden City	General Fund; User Fees
Pooler	General Fund
Vernonburg	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy will not change the current arrangement for providing or funding this service.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service.

Agreement Name	Contracting Parties	Effective and Ending Dates
Chatham County-Savannah	Chatham County and City of	Current/Continuing
Metropolitan Planning Commission	Savannah	
Coastal Region Metropolitan	Chatham County and all	Current/Continuing
Planning Organization	municipalities	

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

N/A

Person completing form: Nick Helmholdt, Acting Director of Comprehensive Planning, Chatham County-Savanna. Metropolitan Planning Commission			
Phone Number: 912-651-1440 Date completed: December 9, 2016			
8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No			
If not, provide designated contact person(s) and phone number(s) below:			

Instructions:

Make copies of this form and complete one for each service listed on Form 1, Section III. Use exactly the same names listed on Form 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: Chatham	Service: Purchasing

1. Check the box that best describes the agreed upon delivery arrangement for this service:

Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:

Service will be provided only in the unincorporated portion of the county by a single service provider If this box is checked, identify the government, authority, or organization providing this service:

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. If this box is checked, identify the government(s), authority, or organization providing this service:

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service: Chatham County and Cities of Savannah, Thunderbolt, Bloomingdale, Pooler, Port Wentworth, Tybee Island, Vernonburg, and Garden City

Other. If this box is checked, <u>attach a legible map delineating the service area of each service provider</u>, and identify the government, authority, or other organization that will provide this service within each service area:

2. In developing this strategy, were overlapping service areas, unnecessary competition, and/or duplication of this service identified?

Yes. (If "yes", attach additional documentation as described below.)

x No.

If these conditions will continue under this strategy, <u>attach an explanation for continuing the arrangement</u> (e.g. overlapping but high levels of service (See O.C.G.A 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.)

If these conditions will be eliminated under this strategy, <u>attach and implementation schedule</u> listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Chatham County	General Fund M & 0 revenue; Special Service District
	revenues
Savannah	Chargebacks to user departments
Thunderbolt	General Fund
Bloomingdale	General Fund
Port Wentworth	General Fund
Tybee Island	General Fund; Water/Sewer Fund
Garden City	General Fund
Pooler	General Fund
Vernonburg	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy will not change the current arrangement for providing or funding this service.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service.

Agreement Name	Contracting Parties	Effective and Ending Dates
Minority/Women Business Enterprise Joint Outreach	Chatham County. City of Savannah, and Savannah. Chatham County	Current/Continuing
Purchasing Program Agreement	Board of Public Education	

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: Nick Helmholdt, Acting Director of Comprehensive Planning, Chatham County-Savannah		
	Metropolitan Planning Commission	
Phone Number: 912-651-1440	Date completed: December 9, 2016	
8. Is this the person who should be contacted by projects are consistent with the service delivery	y state agencies when evaluating whether proposed local government strategy? Yes No	
If not, provide designated contact person(s) and	l phone number(s) below:	

Instructions:

County: Chatham	Service: Tax Billing and Collecting		
1. Check the box that best describes the agreed upon delivery arrangement for this service:			
Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:			
Service will be provided only in the unincorporated portion of the county by a single service provider If this box is checked, identify the government, authority, or organization providing this service:			
	their incorporated boundaries, and the service will not be d, identify the government(s), authority, or organization		
 One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service: Chatham County and Cities of Savannah, Thunderbolt, Bloomingdale, Pooler, Port Wentworth, Tybee Island, Vernonburg, and Garden City 			
Other. If this box is checked, attach a legible map delineating the service area of each service provider , and identify the government, authority, or other organization that will provide this service within each service area:			
In developing this strategy, were overlapping service area service identified?	s, unnecessary competition, and/or duplication of this		
Yes. (If "yes", attach additional documentation as described below.)			
× No.			
If these conditions will continue under this strategy, <u>attach an explanation for continuing the arrangement</u> (e.g. overlapping but high levels of service (See O.C.G.A 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.) If these conditions will be eliminated under this strategy, <u>attach and implementation schedule</u> listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.			

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Chatham County	General Fund
Savannah	General Fund
Thunderbolt	General Fund
Tybee Island	General Fund
Pooler	General Fund
Port Wentworth	General Fund
Bloomingdale	General Fund
Garden City	General Fund
Vernonburg	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy will not change the current arrangement for providing or funding this service. Chatham County provides tax billing and collecting for the City of Tybee Island and Port Wentworth on a contractual basis.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service.

Agreement Name	Contracting Parties	Effective and Ending Dates
Tax Billing and Collecting Contract	City of Tybee Island and Port Wentworth with Chatham County	Current/Continuing
Intergovernmental Special Purpose Local Option Sales Tax Agreement	Chatham County and all municipalities	Current/Continuing

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

N/A

7. Person completing form: Nick Helmholdt, Acting Director of Comprehensive Planning, Chatham County-Savannah **Metropolitan Planning Commission**

Phone Number: **912-651-1440**

Date completed: December 9, 2016

8. Is this the person who should be contacted by state agen	cies when evaluating whether proposed local government
projects are consistent with the service delivery strategy?	X ^{Yes} No

Instructions:

Х

Make copies of this form and complete one for each service listed on Form 1, Section III. Use exactly the same names listed on Form 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

	County: Chatham	Service: Courts
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1. Check the box that best describes the agreed upon delivery arrangement for this service:

Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service: **Chatham County**

Service will be provided only in the unincorporated portion of the county by a single service provider If this box is checked, identify the government, authority, or organization providing this service:

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. If this box is checked, identify the government(s), authority, or organization providing this service:

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service

Other. If this box is checked, <u>attach a legible map delineating the service area of each service provider</u>, and identify the government, authority, or other organization that will provide this service within each service area:

2. In developing this strategy, were overlapping service areas, unnecessary competition, and/or duplication of this service identified?

Yes. (If "yes", attach additional documentation as described below.)

x	

No.

If these conditions will continue under this strategy, <u>attach an explanation for continuing the arrangement</u> (e.g. overlapping but high levels of service (See O.C.G.A 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.)

If these conditions will be eliminated under this strategy, <u>attach and implementation schedule</u> listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Chatham County	General Fund M & 0 revenues; Special Service District
	revenues; User fees; Fines

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy will not change the current arrangement for providing or funding this service_The court system operated by Chatham County includes Superior, Magistrate, Probate, State, and Juvenile courts. The City of Savannah operates the Chatham County Recorder's Court which serves the City of Savannah and unincorporated Chatham County and is partially funded by Chatham County. All municipalities party to this Service Delivery Strategy except the City of Vernonburg operate individual municipal courts_

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service. N/A

Agreement Name	Contracting Parties	Effective and Ending Dates

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

N/A

7. Person completing form: Nick Helmholdt, Acting Director of Comprehensive Planning, Chatham County-Savannah Metropolitan Planning Commission

Phone Number: **912-651-1440**

Date completed: December 9, 2016

8. Is this the person who should be contacted by state ager	ncies when evaluating whether proposed local government
projects are consistent with the service delivery strategy?	Yes No

Instructions:

Х

Make copies of this form and complete one for each service listed on Form 1, Section III. Use exactly the same names listed on Form 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: Chatham	Service: Jail

1. Check the box that best describes the agreed upon delivery arrangement for this service:

Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service: **Chatham County**

Service will be provided only in the unincorporated portion of the county by a single service provider If this box is checked, identify the government, authority, or organization providing this service:

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. If this box is checked, identify the government(s), authority, or organization providing this service:

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service

Other. If this box is checked, <u>attach a legible map delineating the service area of each service provider</u>, and identify the government, authority, or other organization that will provide this service within each service area:

2. In developing this strategy, were overlapping service areas, unnecessary competition, and/or duplication of this service identified?

Yes. (If "yes", attach additional documentation as described below.)

х	

x No.

If these conditions will continue under this strategy, <u>attach an explanation for continuing the arrangement</u> (e.g. overlapping but high levels of service (See O.C.G.A 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.)

If these conditions will be eliminated under this strategy, <u>attach and implementation schedule</u> listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Chatham County	General Fund M & 0 revenues; User fees

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy would not change the current arrangement for providing or funding this service.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service. N/A

Agreement Name	Contracting Parties	Effective and Ending Dates

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

N/A	
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7. Person completing form: Nick Helmholdt, Acting Director of Comprehensive Planning, Chatham County-Savannah Metropolitan Planning Commission

Phone Number: **912-651-1440**

Date completed: December 9, 2016

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

Instructions:

County: Chatham	Service: Legal Defense	
1. Check the box that best describes the agreed upon delivery arrangement for this service:		
Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:		
Service will be provided only in the unincorporated poly checked, identify the government, authority, or organi	rtion of the county by a single service provider If this box is zation providing this service:	
	their incorporated boundaries, and the service will not be d, identify the government(s), authority, or organization	
x One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service: Chatham County and City of Savannah, Thunderbolt, Bloomingdale, Pooler, Port Wentworth, Tybee Island, Vernonburg, and Garden City.		
Other. If this box is checked, attach a legible map delir identify the government, authority, or other organizati	neating the service area of each service provider, and on that will provide this service within each service area:	
2. In developing this strategy, were overlapping service area	s, unnecessary competition, and/or duplication of this	
service identified? Yes. (If "yes", attach additional documentation as described below.)		
x No.		
If these conditions will continue under this strategy, <u>attach an exp</u> high levels of service (See O.C.G.A 36-70-24(1), overriding benefits competition cannot be eliminated.)		
If these conditions will be eliminated under this strategy, <u>attach a</u> taken to eliminate them, the responsible party and the agreed up	nd implementation schedule listing each step or action that will be on deadline for completing it.	
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3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Chatham County	General Fund M & 0 revenues; Special Service District
	revenues; User fees
Tybee Island	General Fund; User fees
Port Wentworth	General Fund; User fees
Savannah	General Fund; User fees
Thunderbolt	General Fund; User fees
Bloomingdale	General Fund; User fees
Garden City	General Fund; User fees
Pooler	General Fund; User fees
Vernonburg	General Fund; User fees

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy will not change the current arrangement for providing or funding this service.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service. N/A

Agreement Name	Contracting Parties	Effective and Ending Dates
Agreement between Port Wentworth	City of Port Wentworth with the	Current and continuing
and the Office of the Circuit Public	Office of the Circuit Public Defender	
Defender		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

N/A

7. Person completing form: Nick Helmholdt, Acting Director of Comprehensive Planning, Chatham County-Savannah Metropolitan Planning Commission
Phone Number: 912-651-1440 Date completed: December 9, 2016
8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No
If not, provide designated contact person(s) and phone number(s) below:

Instructions:

County: Chatham	Service: Health Services	
1. Check the box that best describes the agreed upon delive	ry arrangement for this service:	
x Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service: Chatham		
Service will be provided only in the unincorporated portion of the county by a single service provider If this box is checked, identify the government, authority, or organization providing this service:		
	their incorporated boundaries, and the service will not be d, identify the government(s), authority, or organization	
One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service		
Other. If this box is checked, attach a legible map delineating the service area of each service provider , and identify the government, authority, or other organization that will provide this service within each service area:		
2. In developing this strategy, were overlapping service area service identified?	s, unnecessary competition, and/or duplication of this	
Yes. (If "yes", attach additional documentation as described	below.)	
No.		
If these conditions will continue under this strategy, <u>attach an exp</u> high levels of service (See O.C.G.A 36-70-24(1), overriding benefits competition cannot be eliminated.) If these conditions will be eliminated under this strategy, <u>attach a</u> taken to eliminate them, the responsible party and the agreed upo	s of duplication, or reasons that overlapping service areas or nd implementation schedule listing each step or action that will be	

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Chatham County	General Fund M & 0 revenues; Special Service District (SSD)
	revenues

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy will not change the current arrangement for providing or funding this service.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service. N/A

Agreement Name	Contracting Parties	Effective and Ending Dates

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

N/A

7. Person completing form: Nick Helmholdt, Acting Director of Comprehensive Planning, Chatham County-Savannah Metropolitan Planning Commission

Phone Number: 912-651-1440

Date completed: December 9, 2016

8. Is this the person who should be contacted by state agen	cies when evaluating whether proposed local government
projects are consistent with the service delivery strategy?	X ^{Yes} No

Instructions:

County: Chatham	Service: Social Services	
1. Check the box that best describes the agreed upon delivery arrangement for this service:		
Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:		
Service will be provided only in the unincorporated po checked, identify the government, authority, or organi	rtion of the county by a single service provider If this box is zation providing this service:	
	their incorporated boundaries, and the service will not be d, identify the government(s), authority, or organization	
the service in unincorporated areas. If this box is check	their incorporated boundaries, and the county will provide ked, identify the government, authority, or organization nnah, Thunderbolt, Bloomingdale, Pooler, Port Wentworth,	
Other. If this box is checked, attach a legible map delin identify the government, authority, or other organization	neating the service area of each service provider, and on that will provide this service within each service area:	
 2. In developing this strategy, were overlapping service area service identified? Yes. (If "yes", attach additional documentation as described x No. 		
If these conditions will continue under this strategy, <u>attach an exp</u> high levels of service (See O.C.G.A 36-70-24(1), overriding benefits competition cannot be eliminated.) If these conditions will be eliminated under this strategy, <u>attach a</u> taken to eliminate them, the responsible party and the agreed up	s of duplication, or reasons that overlapping service areas or nd implementation schedule listing each step or action that will be	

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Chatham County	General Fund M & 0 revenues; Special Service District (SSD)
	revenues
City of Savannah	General Fund; Community Development Block Grant
City of Pooler	General Fund
Town of Thunderbolt	General Fund
City of Bloomingdale	General Fund
City of Garden City	General Fund
City of Port Wentworth	General Fund
City of Tybee Island	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy will not change the current arrangement for providing or funding this service. Chatham County M & 0 funds are directed to countywide services including Family and Children Services, Food Stamp Program, and Greenbriar Children's Home. Chatham County grants-in-aid to social service agencies are General Funds for selected countywide services and SSD funds for services directed to residents of the unincorporated area.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service. N/A

Agreement Name	Contracting Parties	Effective and Ending Dates

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

N/A

7. Person completing form: Nick Helmholdt, Acting Director of Comprehensive Planning, Chatham County-Savannah Metropolitan Planning Commission

Phone Number: **912-651-1440**

Date completed: December 9, 2016

8. Is this the person who should be contacted by state agend	cies when evaluating whether proposed local government
projects are consistent with the service delivery strategy?	Yes No

Instructions:

County: Chatham	Service: Cultural Affairs	
1. Check the box that best describes the agreed upon delivery arrangement for this service:		
Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:		
Service will be provided only in the unincorporated portion of the county by a single service provider If this box is checked, identify the government, authority, or organization providing this service:		
	their incorporated boundaries, and the service will not be d, identify the government(s), authority, or organization	
X One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service: Chatham County, City of Savannah, City of Tybee Island		
Other. If this box is checked, attach a legible map delin identify the government, authority, or other organization	neating the service area of each service provider, and ion that will provide this service within each service area:	
In developing this strategy, were overlapping service area service identified?	is, unnecessary competition, and/or duplication of this	
Yes. (If "yes", attach additional documentation as described below.)		
x No.		
If these conditions will continue under this strategy, <u>attach an explanation for continuing the arrangement</u> (e.g. overlapping but high levels of service (See O.C.G.A 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.) If these conditions will be eliminated under this strategy, <u>attach and implementation schedule</u> listing each step or action that will be		
taken to eliminate them, the responsible party and the agreed up		

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Chatham County	General Fund M & 0 revenues; Special Service District Revenue
City of Savannah	General Fund; Class/Workshop Fees
City of Tybee Island	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy would not change the current arrangement for providing or funding this service.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service. N/A

Agreement Name	Contracting Parties	Effective and Ending Dates

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

N/A

7. Person completing form: Nick Helmholdt, Acting **Director of Comprehensive Planning, Chatham County-Savannah Metropolitan Planning Commission**

Phone Number: **912-651-1440**

Date completed: **December 9, 2016**

8. Is this the person who should be contacted by state ager	ncies when evaluating whether proposed local government
projects are consistent with the service delivery strategy?	XYes No

Instructions:

County: Chatham	Service: Parks and Recreation	
1. Check the box that best describes the agreed upon delivery arrangement for this service:		
Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:		
Service will be provided only in the unincorporated po checked, identify the government, authority, or organ	rtion of the county by a single service provider If this box is ization providing this service:	
	their incorporated boundaries, and the service will not be d, identify the government(s), authority, or organization	
x One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service: Chatham County and Cities of Savannah, Thunderbolt, Bloomingdale, Pooler, Port Wentworth, Tybee Island, and Garden City.		
Other. If this box is checked, <u>attach a legible map deli</u> identify the government, authority, or other organizat	neating the service area of each service provider, and ion that will provide this service within each service area:	
 In developing this strategy, were overlapping service areas, unnecessary competition, and/or duplication of this service identified? Yes. (If "yes", attach additional documentation as described below.) 		
x No.		
If these conditions will continue under this strategy, <u>attach an ex</u> high levels of service (See O.C.G.A 36-70-24(1), overriding benefit competition cannot be eliminated.) If these conditions will be eliminated under this strategy, <u>attach a</u> taken to eliminate them, the responsible party and the agreed up	s of duplication, or reasons that overlapping service areas or Ind implementation schedule listing each step or action that will be	
Down	e 1 of 2	

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Chatham County	User Fees; General Fund M & O revenues; Sales Tax
City of Savannah	General Fund; Participant Fees
City of Pooler	General Fund; User Fees
Town of Thunderbolt	General Fund; Grants; Donations
City of Bloomingdale	General Fund; Grants; SPLOST; Donations; User Fees
City of Garden City	General Fund; User Fees
City of Port Wentworth	General Fund; User Fees
City of Tybee Island	General Fund; SPLOST; Grants; User Fees

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy would not change the current arrangement for providing or funding this service.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service. N/A

Agreement Name	Contracting Parties	Effective and Ending Dates

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

N/A

7. Person completing form: Nick Helmholdt, Acting Director of Comprehensive Planning, Chatham County-Savannah Metropolitan Planning Commission

Phone Number: **912-651-1440**

Date completed: December 9, 2016

8. Is this the person who should be contacted by state agen	cies when evaluating whether proposed local government
projects are consistent with the service delivery strategy?	Yes No

Instructions:

ice: Seniors' Programs		
ngement for this service:		
Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:		
f the county by a single service provider If this box is providing this service:		
ncorporated boundaries, and the service will not be tify the government(s), authority, or organization		
ncorporated boundaries, and the county will provide entify the government, authority, or organization poler, Thunderbolt, Bloomingdale, Garden City, Port		
g the service area of each service provider, and t will provide this service within each service area:		
ecessary competition, and/or duplication of this		
service identified? Yes. (If "yes", attach additional documentation as described below.)		
on for continuing the arrangement (e.g. overlapping but olication, or reasons that overlapping service areas or lementation schedule listing each step or action that will be dline for completing it.		

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Chatham County	General Fund M & 0 revenues; Special Service District Revenue
City of Savannah	General Fund; Program Fees; State Grants
City of Tybee Island	General Fund
City of Pooler	General Fund
Town of Thunderbolt	General Fund
City of Bloomingdale	General Fund
City of Garden City	General Fund; User Fees; Federal Funds (Title III)
City of Port Wentworth	General Fund; User Fees; Federal Funds (Title III)

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy would not change the current arrangement for providing or funding this service. Bloomingdale and Pooler participate in a joint funding agreement for the Pooler/Bloomingdale Seniors Center.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service. N/A

Agreement Name	Contracting Parties	Effective and Ending Dates
Seniors Services Agreement	Cities of Bloomingdale and Pooler	Current/Continuing

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

N/A

7. Person completing form: Nick Helmholdt, Acting Director of Comprehensive Planning, Chatham County-Savannah **Metropolitan Planning Commission**

Phone Number: **912-651-1440**

Date completed: July 22, 2016

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

Instructions:

County: Chatham	Service: Cemeteries	
1. Check the box that best describes the agreed upon delive	ry arrangement for this service:	
Service will be provided countywide (i.e. including all of If this box is checked, identify the government, author	ities and unincorporated areas) by a single service provider. ity, or organization providing this service:	
Service will be provided only in the unincorporated portion of the county by a single service provider If this box is checked, identify the government, authority, or organization providing this service:		
	their incorporated boundaries, and the service will not be d, identify the government(s), authority, or organization ler	
	their incorporated boundaries, and the county will provide ked, identify the government, authority, or organization	
Other. If this box is checked, <u>attach a legible map delineating the service area of each service provider</u> , and identify the government, authority, or other organization that will provide this service within each service area:		
2. In developing this strategy, were overlapping service area service identified?	as, unnecessary competition, and/or duplication of this	
Yes. (If "yes", attach additional documentation as described below.)		
x No.		
If these conditions will continue under this strategy, <u>attach an exp</u> high levels of service (See O.C.G.A 36-70-24(1), overriding benefit competition cannot be eliminated.) If these conditions will be eliminated under this strategy, <u>attach a</u> taken to eliminate them, the responsible party and the agreed up	s of duplication, or reasons that overlapping service areas or nd implementation schedule listing each step or action that will be	

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Savannah	General Fund, Burial and other fees,
	Burial lot sales
Pooler	General Fund, Burial and other fees,
	Burial lot sales

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy will not change the current arrangement for providing or funding this service.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service. N/A

Agreement Name	Contracting Parties	Effective and Ending Dates

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: Nick Helmholdt, Ac	ting Director of Comprehensive Planning, Chatham County-Savannah Metropolitan Planning Commission	
Phone Number: 912-651-1440	Date completed: December 9, 2016	
8. Is this the person who should be contacted be projects are consistent with the service delivery	y state agencies when evaluating whether proposed local government y strategy? Yes No	
If not, provide designated contact person(s) and phone number(s) below:		
	Page 2 of 2	

Instructions:

County: Chatham	Service: Historic Preservation	
1. Check the box that best describes the agreed upon delivery arrangement for this service:		
Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:		
Service will be provided only in the unincorporated por checked, identify the government, authority, or organi	rtion of the county by a single service provider If this box is zation providing this service:	
	their incorporated boundaries, and the service will not be d, identify the government(s), authority, or organization	
A	their incorporated boundaries, and the county will provide ked, identify the government, authority, or organization nnah, Garden City, Port Wentworth, Tybee Island	
Other. If this box is checked, <u>attach a legible map delineating the service area of each service provider</u> , and identify the government, authority, or other organization that will provide this service within each service area:		
 In developing this strategy, were overlapping service areas, unnecessary competition, and/or duplication of this service identified? Yes. (If "yes", attach additional documentation as described below.) 		
x No.		
If these conditions will continue under this strategy, <u>attach an exp</u> high levels of service (See O.C.G.A 36-70-24(1), overriding benefits competition cannot be eliminated.) If these conditions will be eliminated under this strategy, <u>attach a</u> taken to eliminate them, the responsible party and the agreed up	s of duplication, or reasons that overlapping service areas or nd implementation schedule listing each step or action that will be	

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Chatham County	General Fund; Grants from State Historic Preservation
	Office
Savannah	General Fund
Garden City	General Fund
Port Wentworth	General Fund
Tybee Island	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy will not change the current arrangement for providing or funding this service.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service. N/A

Agreement Name	Contracting Parties	Effective and Ending Dates

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

I/A

7. Person completing form: Nick Helmholdt, Acting Director of Comprehensive Planning, Chatham County-Savar	nnah
Metropolitan Planning Commission	

Phone Number: **912-651-1440**

Date completed: December 9, 2016

8. Is this the person who should be contacted by state agen	cies when evaluating whether proposed local government
projects are consistent with the service delivery strategy?	XYes No

Instructions:

х

Make copies of this form and complete one for each service listed on Form 1, Section III. Use exactly the same names listed on Form 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: Chatham	Service: Libraries

1. Check the box that best describes the agreed upon delivery arrangement for this service:

Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service: **Chatham County**

Service will be provided only in the unincorporated portion of the county by a single service provider If this box is checked, identify the government, authority, or organization providing this service:

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. If this box is checked, identify the government(s), authority, or organization providing this service:

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service:

Other. If this box is checked, <u>attach a legible map delineating the service area of each service provider</u>, and identify the government, authority, or other organization that will provide this service within each service area:

2. In developing this strategy, were overlapping service areas, unnecessary competition, and/or duplication of this service identified?

Yes. (If "yes", attach additional documentation as described below.)

х	

No.

If these conditions will continue under this strategy, <u>attach an explanation for continuing the arrangement</u> (e.g. overlapping but high levels of service (See O.C.G.A 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.)

If these conditions will be eliminated under this strategy, <u>attach and implementation schedule</u> listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Chatham County	General Fund M & O

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy will not change the current arrangement for providing or funding this service.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service. N/A

Agreement Name	Contracting Parties	Effective and Ending Dates

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

N/A

7. Person completing form: Nick Helmholdt, Acting Director of Comprehensive Planning, Chatham County-Savannah **Metropolitan Planning Commission**

Phone Number: **912-651-1440**

Date completed: December 9, 2016

8. Is this the person who should be contacted by state ager	ncies when evaluating whether proposed local government
projects are consistent with the service delivery strategy?	X ^{Yes} No

Instructions:

County: Chatham	Service: Mosquito Control	
1. Check the box that best describes the agreed upon delivery arrangement for this service:		
x Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service: Chatham County		
Service will be provided only in the unincorporated portion of the county by a single service provider If this box is checked, identify the government, authority, or organization providing this service:		
	their incorporated boundaries, and the service will not be d, identify the government(s), authority, or organization	
One or more cities will provide this service only within the service in unincorporated areas. If this box is check providing this service:	their incorporated boundaries, and the county will provide ed, identify the government, authority, or organization	
Other. If this box is checked, attach a legible map delineating the service area of each service provider , and identify the government, authority, or other organization that will provide this service within each service area:		
2. In developing this strategy, were overlapping service area service identified?	s, unnecessary competition, and/or duplication of this	
Yes. (If "yes", attach additional documentation as described below.)		
× No.		
If these conditions will continue under this strategy, <u>attach an exp</u> high levels of service (See O.C.G.A 36-70-24(1), overriding benefits competition cannot be eliminated.) If these conditions will be eliminated under this strategy, <u>attach an</u> taken to eliminate them, the responsible party and the agreed upo	of duplication, or reasons that overlapping service areas or nd implementation schedule listing each step or action that will be	

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Chatham County	General Fund M & O

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy will not change the current arrangement for providing or funding this service.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service. N/A

Agreement Name	Contracting Parties	Effective and Ending Dates

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

N/A

7. Person completing form: Nick Helmholdt, Acting Director of Comprehensive Planning, Chatham County-Savannah **Metropolitan Planning Commission**

Phone Number: **912-651-1440**

Date completed: December 9, 2016

8. Is this the person who should be contacted by state ager	ncies when evaluating whether proposed local government
projects are consistent with the service delivery strategy?	X ^{Yes} No

Instructions:

County: Chatham	Service: Animal Control	
1. Check the box that best describes the agreed upon delivery arrangement for this service:		
x Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service: Chatham County		
Service will be provided only in the unincorporated portion of the county by a single service provider If this box is checked, identify the government, authority, or organization providing this service:		
	their incorporated boundaries, and the service will not be d, identify the government(s), authority, or organization	
One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service:		
Other. If this box is checked, <u>attach a legible map delineating the service area of each service provider</u> , and identify the government, authority, or other organization that will provide this service within each service area:		
2. In developing this strategy, were overlapping service areas, unnecessary competition, and/or duplication of this service identified?		
Yes. (If "yes", attach additional documentation as described below.)		
x No.		
If these conditions will continue under this strategy, <u>attach an explanation for continuing the arrangement</u> (e.g. overlapping but high levels of service (See O.C.G.A 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.) If these conditions will be eliminated under this strategy, <u>attach and implementation schedule</u> listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.		

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Chatham County	General Fund; license fees; user fees

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy will not change the current arrangement for providing or funding this service. Tybee Island also provides a municipal service of animal pick-up and overnight holding before transport by the County to the central County holding facility

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service. N/A

Agreement Name	Contracting Parties	Effective and Ending Dates

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

N/A

7. Person completing form: Nick Helmholdt, Acting Director of Comprehensive Planning, Chatham County-Savannah Metropolitan Planning Commission

Phone Number: **912-651-1440**

Date completed: **December 9, 2016**

8. Is this the person who should be contacted by state agen	ncies whe	en evaluating	whether proposed	local government
projects are consistent with the service delivery strategy?	X ^{Yes}	No		

Instructions:

County: Chatham	Service: Emergency Management	
1. Check the box that best describes the agreed upon delivery arrangement for this service:		
x Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service: Chatham County		
Service will be provided only in the unincorporated po checked, identify the government, authority, or organ	rtion of the county by a single service provider If this box is ization providing this service:	
	their incorporated boundaries, and the service will not be d, identify the government(s), authority, or organization	
• • •	their incorporated boundaries, and the county will provide ked, identify the government, authority, or organization	
	neating the service area of each service provider, and ion that will provide this service within each service area:	
2. In developing this strategy, were overlapping service areas, unnecessary competition, and/or duplication of this service identified?		
Yes. (If "yes", attach additional documentation as deso	cribed below.)	
x No.		
If these conditions will continue under this strategy, <u>attach an explanation for continuing the arrangement</u> (e.g. overlapping but high levels of service (See O.C.G.A 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.) If these conditions will be eliminated under this strategy, <u>attach and implementation schedule</u> listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.		
Page 1 of 3		

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Chatham County	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

The new agreement clarifies the roles of individual jurisdictions. Chatham Emergency Management Agency (CEMA) provides this service for all of Chatham County.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service. N/A

Agreement Name	Contracting Par	rties	Effective and Ending Dates
Intergovernmental Agreement	Individually with	h CEMA and the:	March 2013
for Emergency Management	1.	City of Bloomingdale	(valid for 25 years)
Services	2.	City of Garden City	
	3.	City of Pooler	
	4.	City of Port Wentworth	
	5.	City of Savannah	
	6.	City of Tybee Island	
	7.	Town of Thunderbolt	
Memorandum of Agreement -	Individually with	h CEMA and the:	June 2016
Statewide Mutual Aid and	1.	City of Bloomingdale	(valid until March 2020)
Assistance Agreement with	2.	City of Garden City	
Chatham County and the Georgia Emergency	3.	City of Pooler	
Management Agency	4.	City of Port Wentworth	
	5.	City of Savannah	
	6.	City of Tybee Island	
	7.	Town of Thunderbolt	

Memorandum of Agreement -	Individually with CEMA and the:	June 2016
Local Emergency and Disaster	1. City of Bloomingdale	(valid until March 2010)
Mutual Aid Agreement with	2. City of Garden City	
Chatham County	3. City of Pooler	
	4. City of Port Wentwor	*h
	5. City of Savannah	
	 City of Tybee Island Town of Thunderbolt 	
Decelution Adaption of the		
Resolution - Adoption of the Chatham County Emergency	Individually with CEMA and the:	January 2013 (valid until next update)
Operations Plan	1. City of Bloomingdale	(valid ultil liext update)
	2. City of Garden City	
	3. City of Pooler	
	4. City of Port Wentwor	th
	5. City of Savannah	
	6. City of Tybee Island	
	7. Town of Thunderbolt	
Resolution - Adoption of the	Individually with CEMA and the:	January 2013
National Incident Management System (NIMS)	1. City of Bloomingdale	(no expiration)
System (MMS)	2. City of Garden City	
	3. City of Pooler	
	4. City of Port Wentwor	th
	5. City of Savannah	
	6. City of Tybee Island	
	7. Town of Thunderbolt	
Resolution - Adoption of the	Individually with CEMA and the:	December 2015
Chatham County Multi-	1. City of Bloomingdale	(valid until next update)
Jurisdictional Hazard	2. City of Garden City	
Mitigation Plan	3. City of Pooler	
	4. City of Port Wentwor	th
	5. City of Savannah	
	6. City of Tybee Island	
	7. Town of Thunderbolt	

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

N/A

7. Person completing form: Nick Helmholdt, Acting Director of Comprehensive Planning, Chatham County-Savannah Metropolitan Planning Commission		
Phone Number: 912-651-1440	Date completed: December 9, 2016	
8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No		
If not, provide designated contact person(s) and phone number(s) below:		
Page 3 of 3		

Instructions:

County: Chatham	Service: Emergency Medical Services	
1. Check the box that best describes the agreed upon delive	ery arrangement for this service:	
x Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service: The Chatham County EMS service area is shown on the enclosed map.		
Service will be provided only in the unincorporated por checked, identify the government, authority, or organ	ortion of the county by a single service provider If this box is ization providing this service:	
	n their incorporated boundaries, and the service will not be ed, identify the government(s), authority, or organization	
	n their incorporated boundaries, and the county will provide ked, identify the government, authority, or organization	
	ineating the service area of each service provider, and tion that will provide this service within each service area:	
2. In developing this strategy, were overlapping service are service identified?	as, unnecessary competition, and/or duplication of this	
Yes. (If "yes", attach additional documentation as des	cribed below.)	
x No.		
	ts of duplication, or reasons that overlapping service areas or and implementation schedule listing each step or action that will be	
taken to eliminate them, the responsible party and the agreed up	bon deadline for completing it.	

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Chatham County	User fees

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Southside Fire (private) provides emergency medical service that covers the entire County as shown on the attached map. Previously, other service providers had provided EMS to portions of the County.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service. N/A

Agreement Name	Contracting Parties	Effective and Ending Dates
Emergency Medical Service	Southside Fire	July 2016- TBD

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

N/A

7. Person completing form: Nick Helmholdt, Acting Director of Comprehensive Planning, Chatham County-Savannah **Metropolitan Planning Commission**

Phone Number: **912-651-1440**

Date completed: December 9, 2016

8. Is this the person who should be contacted by state agen	cies when evaluating whether proposed local government
projects are consistent with the service delivery strategy?	Yes No

Instructions:

County: Chatham	Service: Fire Protection	
1. Check the box that best describes the agreed upon delivery arrangement for this service:		
Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:		
Service will be provided only in the unincorporated portion of the county by a single service provider If this box is checked, identify the government, authority, or organization providing this service:		
	their incorporated boundaries, and the service will not be d, identify the government(s), authority, or organization	
One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service:		
X Other. If this box is checked, <u>attach a legible map delineating the service area of each service provider</u> , and identify the government, authority, or other organization that will provide this service within each service area:		
2. In developing this strategy, were overlapping service areas, unnecessary competition, and/or duplication of this service identified?		
Yes. (If "yes", attach additional documentation as described below.)		
x No.		
If these conditions will continue under this strategy, <u>attach an explanation for continuing the arrangement</u> (e.g. overlapping but high levels of service (See O.C.G.A 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.) If these conditions will be eliminated under this strategy, <u>attach and implementation schedule</u> listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.		

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
City of Savannah (County Seat)	General Fund
City of Pooler	General Fund; Service Contracts
City of Bloomingdale	General Fund
City of Port Wentworth	General Fund; Fees; Service Contracts
City of Garden City	General Fund; Contributions
Town of Thunderbolt	General Fund; Subscription Fees
City of Tybee Island	General Fund; Subscription Fees
City of Vernonburg	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

The boundaries of individual service providers have changed. The Cities of Savannah, Thunderbolt, Bloomingdale, Garden City, Port Wentworth, and Tybee Island provide service to some individual subscribers within unincorporated Chatham County. The City of Savannah provides extraterritorial fire protection to three unincorporated Constitutional Industrial Districts shown on the accompanying map (Attachment A). The majority of unincorporated Chatham County is served by a private fire department as shown on the attached map.

Emergency Response:

Hazardous materials emergency response is conducted within each jurisdiction by the municipal fire service provider in accordance with Georgia Code (O.C.G.A.) Title 25, *Fire Protections and Safety*, Chapter 3, *Local Fire Departments*, Article 1 (O.C.G.A. 25-3-1). In addition, the City of Savannah's Type I Hazardous Materials Team can provide additional response capabilities to municipalities if requested in accordance with current Mutual Aid Agreements established under allowance of O.C.G.A. Title 25, *Fire Protections and Safety*, Chapter 6, *Mutual Aid Resource Pact* (O.C.G.A. 26-6), and O.C.G.A. Title 36, *Local Government*, Chapter 39, *Mutual Aid* (O.C.G.A. 36-69).

Facility Assessments:

Hazardous materials assessments are conducted county wide (i.e. including all cities and unincorporated areas) by the City of Savannah's Hazardous Materials Team for all facilities storing hazardous substances. This service is provided in accordance with *Hazardous Materials Team Intergovernmental Agreement* between Chatham County and the City of Savannah. Funding to support this service is provided through registration fees collected in accordance with the Chatham County Code Chapter 21, Article X, 21.1000, *Payment for Registration Fees by Facilities with Hazardous Substances*.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service.

Agreement Name	Contracting Parties	Effective and Ending Dates

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: Nick Helmholdt, Acting Director of Comprehensive Planning, Chatham County-Savannah Metropolitan Planning Commission

Phone Number: **912-651-1440**

Date completed: December 9, 2016

8. Is this the person who should be contacted by state age	ncies when evaluating whether proposed local government
projects are consistent with the service delivery strategy?	Yes No

Instructions:

County: Chatham	Service: Hazardous Materials	
1. Check the box that best describes the agreed upon delivery arrangement for this service:		
X Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service: City of Savannah		
Service will be provided only in the unincorporated portion of the county by a single service provider If this box is checked, identify the government, authority, or organization providing this service:		
One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. If this box is checked, identify the government(s), authority, or organization providing this service:		
One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service		
Other. If this box is checked, <u>attach a legible map delineating the service area of each service provider</u> , and identify the government, authority, or other organization that will provide this service within each service area:		
2. In developing this strategy, were overlapping service areas, unnecessary competition, and/or duplication of this service identified?		
Yes. (If "yes", attach additional documentation as desc	ribed below.)	
x No.		
If these conditions will continue under this strategy, <u>attach an explanation for continuing the arrangement</u> (e.g. overlapping but high levels of service (See O.C.G.A 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.) If these conditions will be eliminated under this strategy, <u>attach and implementation schedule</u> listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.		
Page	1 of 2	

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
City of Savannah	General Fund; Special Hazardous Materials Industrial Tax
Chatham County	Dedicated Funding

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy will not change the current arrangement for providing or funding this service. <u>Emergency Response</u>:

Hazardous materials emergency response is conducted within each jurisdiction by the municipal fire service provider in accordance with Georgia Code (O.C.G.A.) Title 25, *Fire Protections and Safety,* Chapter 3, *Local Fire Departments,* Article 1 (O.C.G.A. 25-3-1). In addition, the City of Savannah's Type I Hazardous Materials Team can provide additional response capabilities to municipalities if requested in accordance with current Mutual Aid Agreements established under allowance of O.C.G.A. Title 25, *Fire Protections and Safety,* Chapter 6, *Mutual Aid Resource Pact* (O.C.G.A. 26-6), and O.C.G.A. Title 36, *Local Government,* Chapter 39, *Mutual Aid* (O.C.G.A. 36-69).

Facility Assessments:

Hazardous materials assessments are conducted county wide (i.e. including all cities and unincorporated areas) by the City of Savannah's Hazardous Materials Team for all facilities storing hazardous substances. This service is provided in accordance with *Hazardous Materials Team Intergovernmental Agreement* between Chatham County and the City of Savannah. Funding to support this service is provided through registration fees collected in accordance with the Chatham County Code Chapter 21, Article X, 21.1000, *Payment for Registration Fees by Facilities with Hazardous Substances*.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service. N/A

Agreement Name	Contracting Parties	Effective and Ending Dates
Hazardous Materials Agreement	Chatham County and City of	Current/Continuing
	Savannah	

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

N/A

7. Person completing form: Nick Helmholdt, Acting Director of Comprehensive Planning, Chatham County-Savanna	h
Metropolitan Planning Commission	

Phone Number: **912-651-1440**

Date completed: December 9, 2016

8. Is this the person who should be contacted by state agen	cies when evaluating whether proposed local government
projects are consistent with the service delivery strategy?	X ^{Yes} No

Instructions:

County: Chatham	Service: Police Protection	
1. Check the box that best describes the agreed upon delivery arrangement for this service:		
Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:		
Service will be provided only in the unincorporated portion of the county by a single service provider If this box is checked, identify the government, authority, or organization providing this service:		
	their incorporated boundaries, and the service will not be d, identify the government(s), authority, or organization	
the service in unincorporated areas. If this box is check	their incorporated boundaries, and the county will provide sed, identify the government, authority, or organization nah provide service to the City, Vernonburg, and the unincorporated worth, Tybee Island.	
Other. If this box is checked, <u>attach a legible map delin</u> identify the government, authority, or other organization	neating the service area of each service provider, and on that will provide this service within each service area:	
2. In developing this strategy, were overlapping service area service identified?	s, unnecessary competition, and/or duplication of this	
Yes. (If "yes", attach additional documentation as descri	ribed below.)	
x No.		
If these conditions will continue under this strategy, <u>attach an explanation for continuing the arrangement</u> (e.g. overlapping but high levels of service (See O.C.G.A 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.) If these conditions will be eliminated under this strategy, <u>attach and implementation schedule</u> listing each step or action that will b taken to eliminate them, the responsible party and the agreed upon deadline for completing it.		
Daga		

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Chatham County	Special Service District taxes/revenues; General Fund
	M & 0 taxes/revenues
City of Savannah (County Seat)	General Fund; False alarm fees; Report fees; 911 fees; Traffic
	citation fees
City of Pooler	General Fund
City of Bloomingdale	General Fund
City of Port Wentworth	General Fund
City of Garden City	General Fund
Town of Thunderbolt	General Fund
City of Tybee Island	General Fund
City of Vernonburg	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy will not change the current arrangement for providing or funding this service. Chatham County operates the Savannah-Chatham Counter Narcotics Team under the terms of an agreement with all municipalities except the City of Vernonburg. The City of Savannah/Chatham County provides general police service to Vernonburg on a contractual basis.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service.

Agreement Name	Contracting Parties	Effective and Ending Dates
Agreement for operation of the	Cities of Savannah, Pooler,	Current/Continuing
Savannah-Chathan County counter	Bloomingdale, Port Wentworth,	
narcotics team	Garden City, Thunderbolt, Tybee	
	Island, and Chatham County	
Police Protection Contract	Chatham County and City of	Current/Continuing
	Savannah	
Police Protection Contract	Vernonburg and City of	Current/Continuing
	Savannah/Chatham County	

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

N/A

7. Person completing form: Nick Helmholdt, Acting Director of Comprehensive Planning, Chatham County-Savannah Metropolitan Planning Commission

Phone Number: **912-651-1440**

Date completed: **December 9, 2016**

8. Is this the person who should be contacted by state agen	cies when evaluating whether proposed local government
projects are consistent with the service delivery strategy?	Yes No

Instructions:

County: Chatham	Service: Street Lighting	
1. Check the box that best describes the agreed upon delive		
Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:		
Service will be provided only in the unincorporated po checked, identify the government, authority, or organi	rtion of the county by a single service provider If this box is zation providing this service:	
	their incorporated boundaries, and the service will not be d, identify the government(s), authority, or organization	
Λ	their incorporated boundaries, and the county will provide ked, identify the government, authority, or organization h, Pooler, Thunderbolt, Bloomingdale, Garden City, Port	
Other. If this box is checked, attach a legible map delin identify the government, authority, or other organization	neating the service area of each service provider, and ion that will provide this service within each service area:	
2. In developing this strategy, were overlapping service area service identified?	is, unnecessary competition, and/or duplication of this	
Yes. (If "yes", attach additional documentation as desc	ribed below.)	
x No.		
If these conditions will continue under this strategy, <u>attach an exp</u> high levels of service (See O.C.G.A 36-70-24(1), overriding benefits competition cannot be eliminated.) If these conditions will be eliminated under this strategy, <u>attach a</u> taken to eliminate them, the responsible party and the agreed up	s of duplication, or reasons that overlapping service areas or nd implementation schedule listing each step or action that will be	

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Chatham County	User fees
City of Savannah	General Fund
City of Pooler	General Fund
Town of Thunderbolt	General Fund
City of Bloomingdale	General Fund
City of Garden City	General Fund
City of Port Wentworth	General Fund
City of Tybee Island	General Fund
City of Vernon burg	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy will not change the current arrangement for providing or funding this service. Service by Chatham County is to portions of the unincorporated area only. The City of Savannah also maintains lighting on 1-16, 1-516, and high level bridge approaches.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service. N/A

Agreement Name	Contracting Parties	Effective and Ending Dates

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: Nick Helmholdt, Acting Director of Comprehensive Planning, Chatham County-Savannah Metropolitan Planning Commission

Phone Number: 912-651-1440

Date completed: **December 9, 2016**

8. Is this the person who should be contacted by state agend	cies when evaluating whether proposed local government
projects are consistent with the service delivery strategy?	X ^{Yes} No

Instructions:

County: Chatham	Service: New Road Construction	
1. Check the box that best describes the agreed upon deliver	ry arrangement for this service:	
x Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service: Chatham County		
Service will be provided only in the unincorporated por checked, identify the government, authority, or organized and the service of the serv	tion of the county by a single service provider If this box is zation providing this service:	
	their incorporated boundaries, and the service will not be d, identify the government(s), authority, or organization	
One or more cities will provide this service only within the service in unincorporated areas. If this box is check providing this service	their incorporated boundaries, and the county will provide ed, identify the government, authority, or organization	
Other. If this box is checked, <u>attach a legible map delineating the service area of each service provider</u> , and identify the government, authority, or other organization that will provide this service within each service area:		
2. In developing this strategy, were overlapping service area service identified?	s, unnecessary competition, and/or duplication of this	
Yes. (If "yes", attach additional documentation as described	below.)	
x No.		
If these conditions will continue under this strategy, <u>attach an exp</u> high levels of service (See O.C.G.A 36-70-24(1), overriding benefits competition cannot be eliminated.) If these conditions will be eliminated under this strategy, <u>attach an</u> taken to eliminate them, the responsible party and the agreed upo	of duplication, or reasons that overlapping service areas or nd implementation schedule listing each step or action that will be	

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Chatham County	Special Purpose Local Option Sales Tax

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy will not change the current arrangement for providing or funding this service.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service. N/A

Agreement Name	Contracting Parties	Effective and Ending Dates
SPLOST Agreement	Chatham County and Municipalities	Current/Continuing

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: Nick Helmholdt, Acting Director of Comprehensive Planning, Chatham County-Savannah **Metropolitan Planning Commission**

Phone Number: **912-651-1440**

Date completed: December 9, 2016

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? **J**Yes No

Instructions:

County: Chatham	Service: Refuse Collection and Disposal	
1. Check the box that best describes the agreed upon delivery arrangement for this service:		
Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service: Chatham County		
Service will be provided only in the unincorporated portion of the county by a single service provider If this box is checked, identify the government, authority, or organization providing this service:		
One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. If this box is checked, identify the government(s), authority, or organization providing this service:		
X One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service: Chatham County and Cities of Savannah, Pooler, Thunderbolt, Bloomingdale, Garden City, Port Wentworth, Tybee Island, Vernonburg (Note: Chatham County provides yard waste and bulky materials pickup and disposal only. Household waste pickup and disposal is provided by private haulers.)		
Other. If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide this service within each service area:		
2. In developing this strategy, were overlapping service areas, unnecessary competition, and/or duplication of this service identified?		
Yes. (If "yes", attach additional documentation as described below.)		
x No.		
If these conditions will continue under this strategy, <u>attach an explanation for continuing the arrangement</u> (e.g. overlapping but high levels of service (See O.C.G.A 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.)		
If these conditions will be eliminated under this strategy, <u>attach and implementation schedule</u> listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.		
Page	1 of 2	

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Chatham County	Special Service District revenues; Solid Waste
	Management Fund; Solid Waste Fee
Savannah	Solid Waste Fees; Commercial Refuse Fees
Thunderbolt	Enterprise/User Fees
Bloomingdale	General Fund
Port Wentworth	General Fund; User Fees
Tybee Island	General Fund; User Fees
Garden City	General Fund; User Fees
Pooler	User Fees
Vernonburg	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy will not change the current arrangement for providing or funding this service. The City of Savannah and the City of Port Wentworth provide extraterritorial service to individual subscribers.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service. N/A

Agreement Name	Contracting Parties	Effective and Ending Dates

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

N/A

7. Person completing form: Nick Helmholdt, Acting D	rector of Comprehensive Planning, Chatham County-Savannah
Μ	etropolitan Planning Commission

Phone Number: **912-651-1440**

Metropolitan Planning Commissio Date completed: December 9, 2016

8. Is this the person who should be contacted by state agen	cies when evaluating whether proposed local government
projects are consistent with the service delivery strategy?	X Yes No

Instructions:

County: Chatham	Service: Road Maintenance	
1. Check the box that best describes the agreed upon delive	ry arrangement for this service:	
Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:		
Service will be provided only in the unincorporated po checked, identify the government, authority, or organi	rtion of the county by a single service provider If this box is ization providing this service:	
	their incorporated boundaries, and the service will not be d, identify the government(s), authority, or organization	
x One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service: Chatham County and Cities of Savannah, Pooler, Thunderbolt, Bloomingdale, Garden City, Port Wentworth,Tybee Island, Vernonburg		
Other. If this box is checked, <u>attach a legible map delineatin</u> government, authority, or other organization that will	ng the service area of each service provider, and identify the provide this service within each service area:	
2. In developing this strategy, were overlapping service area service identified?	as, unnecessary competition, and/or duplication of this	
Yes. (If "yes", attach additional documentation as described	below.)	
x No.		
If these conditions will continue under this strategy, <u>attach an explanation for continuing the arrangement</u> (e.g. overlapping but high levels of service (See O.C.G.A 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.) If these conditions will be eliminated under this strategy, <u>attach and implementation schedule</u> listing each step or action that will be		
taken to eliminate them, the responsible party and the agreed up		

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Chatham County	Special Service District Fund revenues
Savannah	General Fund
Thunderbolt	General Fund
Bloomingdale	General Fund; LARP
Port Wentworth	General Fund; LARP
Tybee Island	General Fund
Garden City	General Fund
Pooler	General Fund
Vernonburg	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy will not change the current arrangement for providing or funding this service.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service. N/A

Agreement Name	Contracting Parties	Effective and Ending Dates

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: Nick Helmholdt, Acting Director of Comprehensive Planning, Chatham County-Savannah Metropolitan Planning Commission

Phone Number: **912-651-1440**

Date completed: **December 9, 2016**

8. Is this the person who should be contacted by state agend	cies when evaluating whether proposed local government
projects are consistent with the service delivery strategy?	Yes No

Instructions:

Make copies of this form and complete one for each service listed on Form 1, Section III. Use exactly the same names listed on Form 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: Chatham	Service: Road Paving
1. Check the box that best describes the agreed upon deliv	ery arrangement for this service:
Service will be provided countywide (i.e. including all If this box is checked, identify the government, autho	cities and unincorporated areas) by a single service provider. rity, or organization providing this service:
Service will be provided only in the unincorporated por checked, identify the government, authority, or organ	ortion of the county by a single service provider If this box is ization providing this service:
	n their incorporated boundaries, and the service will not be ed, identify the government(s), authority, or organization
	ineating the service area of each service provider, and tion that will provide this service within each service area:
 2. In developing this strategy, were overlapping service are service identified? Yes. (If "yes", attach additional documentation as described 	
x No.	

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (e.g. overlapping but high levels of service (See O.C.G.A 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.)

If these conditions will be eliminated under this strategy, <u>attach and implementation schedule</u> listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Chatham County	Special Purpose Local Option Sales Tax; Special Service District Funds; DOT Local Assistance Road Program (LARP)
Savannah	General Obligation Bonds; General Fund; DOT LARP; SPLOST
Thunderbolt	DOT City contracts; DOT LARP; General Fund revenues
Bloomingdale	SPLOST; DOT matching funds
Port Wentworth	SPLOST; General Fund
Tybee Island	SPLOST; General Fund, DOT LARP
Garden City	SPLOST; General Fund
Pooler	SPLOST; General Fund
Vernonburg	SPLOST; General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy will not change the current arrangement for providing or funding this service.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service. N/A

Agreement Name	Contracting Parties	Effective and Ending Dates

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

-

7. Person completing form: Nick Helmholdt, Acting Director of Comprehensive Planning, Chatham County-Savannah Metropolitan Planning Commission		
Phone Number: 912-651-1440	Date completed: December 9, 2016	
8. Is this the person who should be contact projects are consistent with the service de	ted by state agencies when evaluating whether proposed local government livery strategy? Yes No	
If not, provide designated contact person(s) and phone number(s) below:	
	Page 2 of 2	

Instructions:

County: Chatham	Service: Road Right-of-Way Mowing	
1. Check the box that best describes the agreed upon delivery arrangement for this service:		
Service will be provided countywide (i.e. including all c If this box is checked, identify the government, authori	ities and unincorporated areas) by a single service provider. ty, or organization providing this service:	
Service will be provided only in the unincorporated portion of the county by a single service provider If this box is checked, identify the government, authority, or organization providing this service:		
	their incorporated boundaries, and the service will not be d, identify the government(s), authority, or organization	
x One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service: Chatham County and Cities of Savannah, Pooler, Thunderbolt, Bloomingdale, Garden City, Port Wentworth, Tybee Island, Vernonburg		
Other. If this box is checked, <u>attach a legible map delineating the service area of each service provider</u> , and identify the government, authority, or other organization that will provide this service within each service area:		
 In developing this strategy, were overlapping service areas, unnecessary competition, and/or duplication of this service identified? Yes. (If "yes", attach additional documentation as described below.) 		
x No.		
If these conditions will continue under this strategy, <u>attach an explanation for continuing the arrangement</u> (e.g. overlapping but high levels of service (See O.C.G.A 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.) If these conditions will be eliminated under this strategy, <u>attach and implementation schedule</u> listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.		

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Chatham County	Special Service District Fund revenues
Savannah	General Fund
Thunderbolt	General Fund
Bloomingdale	General Fund
Port Wentworth	General Fund
Tybee Island	General Fund
Garden City	General Fund
Pooler	General Fund
Vernonburg	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy will not change the current arrangement for providing or funding this service.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service. N/A

Agreement Name	Contracting Parties	Effective and Ending Dates
Intergovernmental Agreement	Chatham County and Thunderbolt	Current/Continuing

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: Nick Helmholdt, Acting Director of Comprehensive Planning, Chatham County-Savannah Metropolitan Planning Commission

Phone Number: **912-651-1440**

Date completed: **December 9, 2016**

8. Is this the person who should be contacted by state agen	cies when evaluating whether proposed local government
projects are consistent with the service delivery strategy?	Yes No

Instructions:

County: Chatham	Service: Stormwater Management		
1. Check the box that best describes the agreed upon delivery arrangement for this service:			
Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:			
Service will be provided only in the unincorporated portion of the county by a single service provider If this box is checked, identify the government, authority, or organization providing this service:			
One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. If this box is checked, identify the government(s), authority, or organization providing this service:			
x One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service: Chatham County and Cities of Savannah, Pooler, Thunderbolt, Bloomingdale, Garden City, Port Wentworth, Tybee Island, Vernonburg			
Other. If this box is checked, <u>attach a legible map delineating the service area of each service provider</u> , and identify the government, authority, or other organization that will provide this service within each service area:			
 In developing this strategy, were overlapping service areas, unnecessary competition, and/or duplication of this service identified? Yes. (If "yes", attach additional documentation as described below.) 			
x No.			
If these conditions will continue under this strategy, <u>attach an explanation for continuing the arrangement</u> (e.g. overlapping but high levels of service (See O.C.G.A 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.) If these conditions will be eliminated under this strategy, <u>attach and implementation schedule</u> listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.			

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Chatham County	Special Service District revenues; SPLOST
Savannah	General Fund; Electricity Sales revenue; SPLOST
Thunderbolt	General Fund; SPLOST
Bloomingdale	General Fund; SPLOST
Port Wentworth	General Fund; SPLOST
Tybee Island	General Fund; SPLOST
Garden City	Stormwater Utility Fee; SPLOST; General Fund
Pooler	General Fund; SPLOST
Vernonburg	General Fund; SPLOST

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

A new Canal maintenance agreement has been established. Attached are the applicable Drainage Canal Maintenance Memorandum of Agreements for the following jurisdictions in Chatham County: Savannah, Thunderbolt, Bloomingdale, Port Wentworth, Tybee Island, Garden City, Pooler, and Vernonburg.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service. N/A

Agreement Name	Contracting Parties	Effective and Ending Dates
Intergovernmental Agreement for	Chatham County, Thunderbolt,	Current/Continuing
Canal Maintenance	Garden City, Port Wentworth, Tybee	

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

N/A		
7. Person completing form: Nick Helmholdt, Acting Director of Comprehensive Planning, Chatham County-Savannah Metropolitan Planning Commission		
Phone Number: 912-651-1440	Date completed: December 9, 2016	
8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?		
If not, provide designated contact person(s) and phone number(s) below:		
Page 2 of 2		

Instructions:

County: Chatham	Service: Street Sweeping		
1. Check the box that best describes the agreed upon delivery arrangement for this service:			
Service will be provided countywide (i.e. including all of If this box is checked, identify the government, author	cities and unincorporated areas) by a single service provider. ity, or organization providing this service:		
Service will be provided only in the unincorporated po checked, identify the government, authority, or organ	rtion of the county by a single service provider If this box is ization providing this service:		
	their incorporated boundaries, and the service will not be d, identify the government(s), authority, or organization		
the service in unincorporated areas. If this box is chec	their incorporated boundaries, and the county will provide ked, identify the government, authority, or organization avannah, Pooler, Thunderbolt, Bloomingdale, Garden City,		
Other. If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide this service within each service area:			
 2. In developing this strategy, were overlapping service areas, unnecessary competition, and/or duplication of this service identified? 			
Yes. (If "yes", attach additional documentation as described below.)			
x No.			
If these conditions will continue under this strategy, <u>attach an explanation for continuing the arrangement</u> (e.g. overlapping but high levels of service (See O.C.G.A 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.)			
If these conditions will be eliminated under this strategy, <u>at</u> action that will be taken to eliminate them, the responsible			
Dear	1 of 7		

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Chatham County	Special Service District Fund revenues
Savannah	General Fund
Bloomingdale	General Fund
Port Wentworth	General Fund
Thunderbolt	General Fund
Tybee Island	General Fund
Garden City	General Fund
Pooler	General Fund
Vernonburg	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy will not change the current arrangement for providing or funding this service.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service. N/A

Agreement Name	Contracting Parties	Effective and Ending Dates

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

N/A			
1.1/1			

7. Person completing form: Nick Helmholdt, Acting Director of Comprehensive Planning, Chatham County-SavannahMetropolitan Planning CommissionPhone Number: 912-651-1440Date completed: December 9, 2016

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local gover	ment
projects are consistent with the service delivery strategy? X Yes No	

Instructions:

County: Chatham	Service: Traffic Control		
1. Check the box that best describes the agreed upon delivery arrangement for this service:			
Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:			
Service will be provided only in the unincorporated p checked, identify the government, authority, or orga	ortion of the county by a single service provider If this box is nization providing this service:		
	n their incorporated boundaries, and the service will not be ed, identify the government(s), authority, or organization		
the service in unincorporated areas. If this box is che	in their incorporated boundaries, and the county will provide ecked, identify the government, authority, or organization Savannah, Pooler, Thunderbolt, Bloomingdale, Garden City,		
Other. If this box is checked, <u>attach a legible map delineating the service area of each service provider</u> , and identify the government, authority, or other organization that will provide this service within each service area:			
2. In developing this strategy, were overlapping service are service identified?	eas, unnecessary competition, and/or duplication of this		
Yes. (If "yes", attach additional documentation as described below.)			
x No.			
If these conditions will continue under this strategy, <u>attach an explanation for continuing the arrangement</u> (e.g. overlapping but high levels of service (See O.C.G.A 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.)			
If these conditions will be eliminated under this strategy, <u>attach and implementation schedule</u> listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.			

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Chatham County	Special Service District Fund revenues
Savannah	General Fund
Bloomingdale	General Fund
Thunderbolt	General Fund
Port Wentworth	General Fund; GA DOT funds (State highways)
Tybee Island	General Fund; GA DOT funds (State highways)
Garden City	General Fund; GA DOT funds (State highways)
Pooler	General Fund
Vernonburg	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy will not change the current arrangement for providing or funding this service. The City of Savannah provides service to Chatham County on a contractual basis.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service.

Agreement Name	Contracting Parties	Effective and Ending Dates
Intergovernmental Agreement for	Chatham County and City of	Current/Continuing
Signal Maintenance	Savannah	

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

IN/A

7. Person completing form: Nick Helmholdt, Acting Director of Comprehensive Planning, Chatham County-Savannah Metropolitan Planning Commission

Phone Number: **912-651-1440**

Date completed: December 9, 2016

8. Is this the person who should be contacted by state agen	cies when evaluating whether proposed local government
projects are consistent with the service delivery strategy?	Yes No

Instructions:

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Make copies of this form and complete one for each service listed on Form 1, Section III. Use exactly the same names listed on Form 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: Chatham	Service: Airport

1. Check the box that best describes the agreed upon delivery arrangement for this service:

Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service: **City of Savannah**

Service will be provided only in the unincorporated portion of the county by a single service provider If this box is checked, identify the government, authority, or organization providing this service:

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. If this box is checked, identify the government(s), authority, or organization providing this service:

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service:

Other. If this box is checked, <u>attach a legible map delineating the service area of each service provider</u>, and identify the government, authority, or other organization that will provide this service within each service area:

2. In developing this strategy, were overlapping service areas, unnecessary competition, and/or duplication of this service identified?

Yes. (If "yes", attach additional documentation as described below.)

х	

No.

If these conditions will continue under this strategy, <u>attach an explanation for continuing the arrangement</u> (e.g. overlapping but high levels of service (See O.C.G.A 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.)

If these conditions will be eliminated under this strategy, <u>attach and implementation schedule</u> listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2 (continued)

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
City of Savannah	User Fees

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy will not change the current arrangement for providing or funding this service.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service. N/A

Agreement Name	Contracting Parties	Effective and Ending Dates

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

N/A

7. Person completing form: Nick Helmholdt, Acting Director of Comprehensive Planning, Chatham County-Savannah Metropolitan Planning Commission

Phone Number: 912-651-1440

Date completed: **December 9, 2016**

8. Is this the person who should be contacted by state agen	cies when evaluating whether proposed local government
projects are consistent with the service delivery strategy?	Yes No

If not, provide designated contact person(s) and phone number(s) below:

Georgia Department of Community Affairs SERVICE DELIVERY STRATEGY FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on Form 1, Section III. Use exactly the same names listed on Form 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: Chatham	Service: Bus Service	
1. Check the box that best describes the agreed upon delivery arrangement for this service:		
Service will be provided countywide (i.e. including all c If this box is checked, identify the government, author	ities and unincorporated areas) by a single service provider. ity, or organization providing this service:	
Service will be provided only in the unincorporated po checked, identify the government, authority, or organi	rtion of the county by a single service provider If this box is zation providing this service:	
	their incorporated boundaries, and the service will not be d, identify the government(s), authority, or organization	
	their incorporated boundaries, and the county will provide ked, identify the government, authority, or organization annah	
Other. If this box is checked, <u>attach a legible map delineatin</u> government, authority, or other organization that will	ng the service area of each service provider, and identify the provide this service within each service area:	
 2. In developing this strategy, were overlapping service area service identified? Yes. (If "yes", attach additional documentation as described 		
x No.		
If these conditions will continue under this strategy, <u>attach an exp</u> high levels of service (See O.C.G.A 36-70-24(1), overriding benefits competition cannot be eliminated.) If these conditions will be eliminated under this strategy, <u>attach a</u> taken to eliminate them, the responsible party and the agreed up	s of duplication, or reasons that overlapping service areas or nd implementation schedule listing each step or action that will be	

SDS FORM 2 (continued)

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Chatham Area Transit Authority	Chatham County General Fund, SPLOST, Special Service District

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy will not change the current arrangement for providing or funding this service.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service. N/A

Agreement Name	Contracting Parties	Effective and Ending Dates

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: Nick Helmholdt, Acting Director of Comprehensive Planning, Chatham County-Savannah **Metropolitan Planning Commission**

Phone Number: **912-651-1440**

Date completed: December 9, 2016

8. Is this the person who should be contacted by state agen	cies when evaluating whether proposed local government
projects are consistent with the service delivery strategy?	XYes No

If not, provide designated contact person(s) and phone number(s) below:

Georgia Department of Community Affairs SERVICE DELIVERY STRATEGY FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on Form 1, Section III. Use exactly the same names listed on Form 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: Chatham	Service: Sewage Collection/Treatment		
1. Check the box that best describes the agreed upon delivery arrangement for this service:			
Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:			
Service will be provided only in the unincorporated portion of the county by a single service provider If this box is checked, identify the government, authority, or organization providing this service:			
One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. If this box is checked, identify the government(s), authority, or organization providing this service:			
One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service:			
x Other. If this box is checked, attach a legible map delinities identify the government, authority, or other organization Chatham County City of Savannah (County Seat) City of Pooler City of Bloomingdale City of Port Wentworth City of Garden City Town of Thunderbolt City of Tybee Island City of Vernonburg See the Attachments section for the map identifying sewage	ion that will provide this service within each service area:		

SDS FORM 2 (continued)

2. In developing this strategy, were overlapping service areas, unnecessary competition, and/or duplication of this service identified?

Yes. (If "yes", attach additional documentation as describe	d below.)
---	-----------

x No.

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (e.g. overlapping but high levels of service (See O.C.G.A 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.)

If these conditions will be eliminated under this strategy, <u>attach and implementation schedule</u> listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Chatham County	User Fees
City of Savannah (County Seat)	User Fees; Surcharges; Interfund Fees
City of Pooler	User Fees; Tap-In Fees
City of Bloomingdale	User Fees
City of Port Wentworth	User Fees; Tap-In Fees; Impact Fees
City of Garden City	User Fees; Tap-In Fees
Town of Thunderbolt	User Fees; Tap-In Fees
City of Tybee Island	User Fees; Tap-In Fees
City of Vernonburg	User Fees

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

The map has changed to reflect actual sewer coverage areas. The City of Pooler provides sewage treatment to the City of Bloomingdale under the terms of an agreement. The City of Savannah provides sewage treatment to the City of Pooler, Town of Thunderbolt, and Chatham County under the terms of separate agreements with each governmental entity. There are areas within each municipality that are not served by municipal sewer, but there is general agreement on who will provide this service if and when sewer lines are extended.

SDS FORM 2 (continued)

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service.

Agreement Name	Contracting Parties	Effective and Ending Dates
Sewage Treatment Agreement	City of Pooler and City of	Current/July 24, 2022
	Savannah	
Sewage Treatment Agreement	City of Bloomingdale and Pooler	Current/Continuing
Sewage Treatment Agreement	Chatham County and City of	Current/Continuing
	Savannah	
Sewage Treatment Agreement	Vernonburg and City of Savannah	Current/Continuing

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

N/A

7. Person completing form: Nick Helmholdt, Acting Director of Comprehensive Planning, Chatham County-Savannah Metropolitan Planning Commission

Phone Number: **912-651-1440**

Date completed: December 9, 2016

8. Is this the person who should be contacted by state agen	cies when evaluating whether proposed local government
projects are consistent with the service delivery strategy?	Yes No

If not, provide designated contact person(s) and phone number(s) below:

Georgia Department of Community Affairs SERVICE DELIVERY STRATEGY FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on Form 1, Section III. Use exactly the same names listed on Form 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: Chatham	Service: Water Supply/Distribution
1. Check the box that best describes the agreed u	pon delivery arrangement for this service:
	uding all cities and unincorporated areas) by a single service overnment, authority, or organization providing this service:
Service will be provided only in the unincorport box is checked, identify the government, aut	prated portion of the county by a single service provider If this hority, or organization providing this service:
	nly within their incorporated boundaries, and the service will nis box is checked, identify the government(s), authority, or
	nly within their incorporated boundaries, and the county will If this box is checked, identify the government, authority, or
	e map delineating the service area of each service ority, or other organization that will provide this service
Chatham County	
City of Savannah (County Seat)	
City of Pooler	
City of Bloomingdale	
City of Port Wentworth	
City of Garden City	
Town of Thunderbolt	
City of Tybee Island	
City of Vernonburg	

2. In developing this strategy, were overlapping service areas, unnecessary competition, and/or duplication of this service identified?

Yes. (If "yes", attach additional documentation as described below.)

X No.

If these conditions will continue under this strategy, <u>attach an explanation for continuing the arrangement</u> (e.g. overlapping but high levels of service (See O.C.G.A 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.)

If these conditions will be eliminated under this strategy, <u>attach and implementation schedule</u> listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
City of Savannah (County Seat)	User Fees; Surcharges; Interfund Fees
City of Pooler	User Fees; Tap-In Fees; Grants
City of Bloomingdale	User Fees; Tap-In Fees; Grants
City of Port Wentworth	User Fees; Tap-In Fees; Impact Fees
City of Garden City	User Fees; Tap-In Fees
Town of Thunderbolt	User Fees
City of Tybee Island	User Fees; Tap-In Fees
City of Vernonburg	User Fees

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

The map has changed to reflect actual sewer coverage areas. The City of Savannah provides water to the City of Pooler, Bloomingdale, Thunderbolt, Vernonburg and to the City of Garden City under the terms of water supply agreements. Chatham County has sold all of its community water systems, all of which are now being served by a private, non-governmental entity.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service.

Agreement Name	Contracting Parties	Effective and Ending Dates
Water Supply Agreement	City of Pooler and City of Savannah	Current/July 24, 2022
Water Supply Agreement	Garden City and City of Savannah	Current/Continuing
Water Supply Agreement	Vernonburg and City of Savannah	Current/Continuing
Water Supply Agreement	Thunderbolt and the City of Savannah	Current/Continuing
Water Supply Agreement	Bloomingdale and the City of Savannah	Current/Continuing

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

N/A

7. Person completing form: Nick Helmholdt, Acting Director of Comprehensive Planning, Chatham County-Savannah Metropolitan Planning Commission Phone Number: 912-651-1440 Date completed: December 9, 2016

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes $\begin{bmatrix} x \\ x \end{bmatrix}$ No

If not, provide designated contact person(s) and phone number(s) below:







FORM 3: Summary of Land Use Agreements

Instructions:

Answer each question below, attaching additional pages as necessary. Please note that any changes to the a service delivery strategy. If the contact person for this service (listed at the bottom of this page) changes, this Community Affairs.	
COUNTY:CHATHAM	
1. What incompatibilities or conflicts between the land use plans of local governments we developing the service delivery strategy? In the process of developing this Service Delivery Stategy, each local government within use plans of adjoining jurisdictions to determine if incompatibilities or conflicts exist, especonclusion from this assessment is that there are no incompatibilities or conflicts betwee governments within Chatham County.	Chatham County reviewed the land ecially in boundary areas. The
2. Check the boxes indicating how these incompatibilities or conflicts were addressed:	NOTE:
Amendments to existing comprehensive plans	If the necessary plan amendments,
Adoption of a joint comprehensive plan	regulations, ordinances, etc. have not yet been formally adopted, indicate when
Other measures (amend zoning ordinances, add environmental regulations, etc.)	each of the affected local governments will adopt them.
If "other measures" was checked, describe these measures: N/A	
3. What policies, procedures and/or processes have been established by local governm authorities) to ensure that new extraterritorial water and sewer service will be consistent and ordinances? The Service Delivery Strategy (SDS) for Chatham County certifies tha water and sewer services by any jurisdiction shall be consistent with all applicable land u assurance is included as a specific item in the SDS Certification.	with all applicable land use plans at the provision of extraterritorial
4. Person completing form: Jackie Jackson, Director of Comprehensive PlanningPhone number: 912-651-1440Date completed: July 22, 2016	
5. Is this the person who should be contacted by state agencies when evaluating whethe projects are consistent with the service delivery strategy? XYes No	er proposed local government
If not, provide designated contact person(s) and phone number(s) below:	

Page 1 of 1







FORM 4: Certifications

Instructions:

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COUNTY: CHATHAM COUNTY

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- 2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
- 3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (20); and
- 4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
BLOOMINGDALE	Mayor	Ben Rozier	BB	11/2/16







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JURISDICTION	TITLE	NAME	SIGNATURE	DATE
CHATHAM COUNTY	Chairman, County Commission	Albert J. Scott	Albert Scott	9/23/16
			×	

Service Delivery Strategy FORM 4: Certifications

Community Affairs

Instructions:

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	JURISDICTION	TITLE	NAME	SIGNATURE	DATE
8	GARDEN CITY	Mayor	Don Bethune	On Belle	3/16/16
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JURISDICTION	TITLE	NAME	SIGNATURE	DATE
POOLER	Mayor	Mike Lamb	Michaelt. Fmb	11-8-16
				ä







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JURISDICTION	TITLE	NAME	SIGNATURE	DATE
PORT WENTWORTH	Mayor	Glenn Jones	G. alt	0.X.16







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JURISDICTION	TITLE	NAME	SIGNATURE	DATE
SAVANNAH	Mayor	Eddie Deloach	Cadul V Scal	9:22-16







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JURISDICTION	TITLE	NAME	SIGNATURE	DATE
THUNDERBOLT	Mayor	Beth E. Geotte	Bith & South	7/27/10







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JURISDICTION	TITLE	NAME	SIGNATURE	DATE
TYBEE ISLAND	Mayor	Jason Buelterman	Ja Philo	Shile
1				







Service Delivery Strategy FORM 4: Certifications

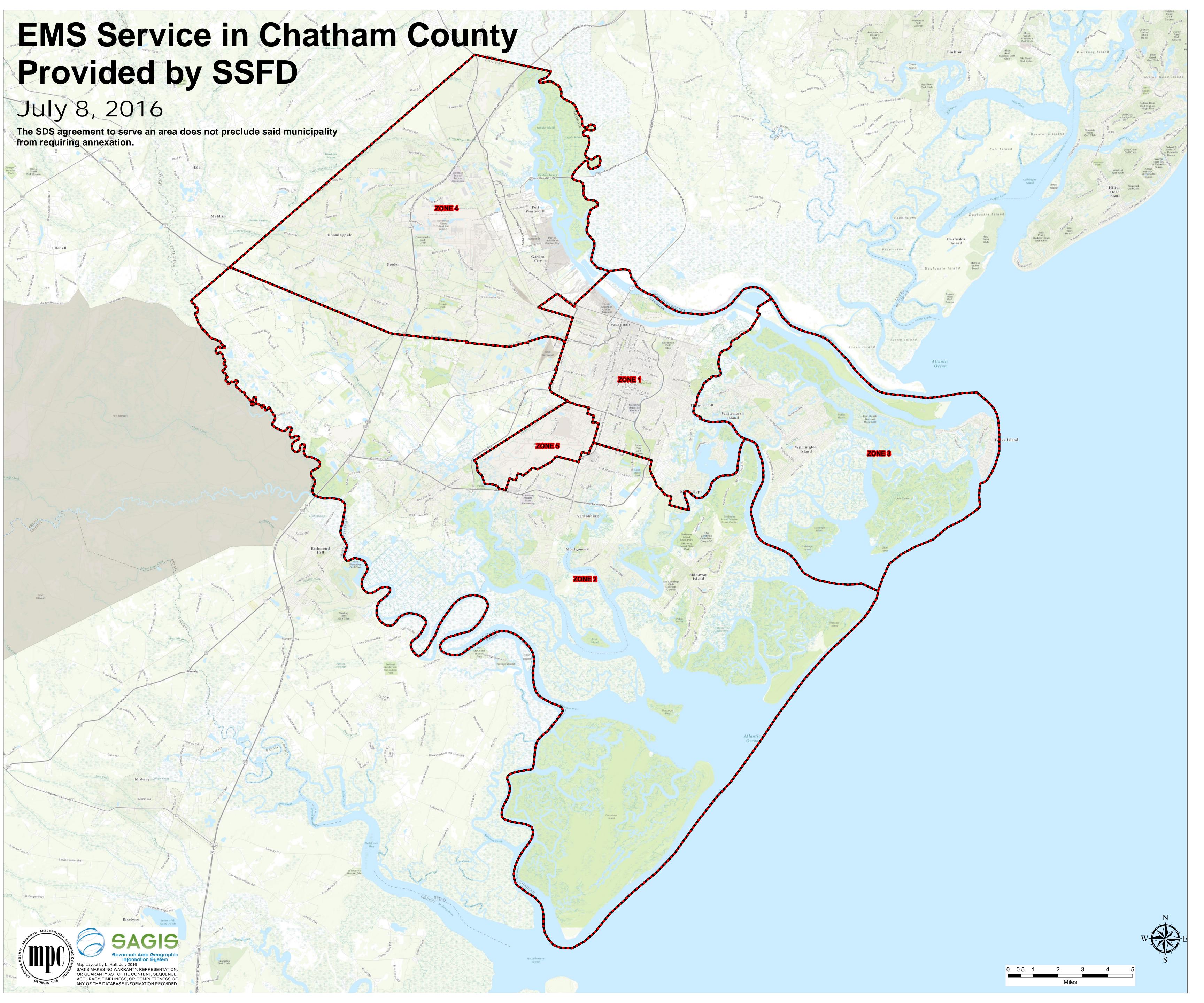
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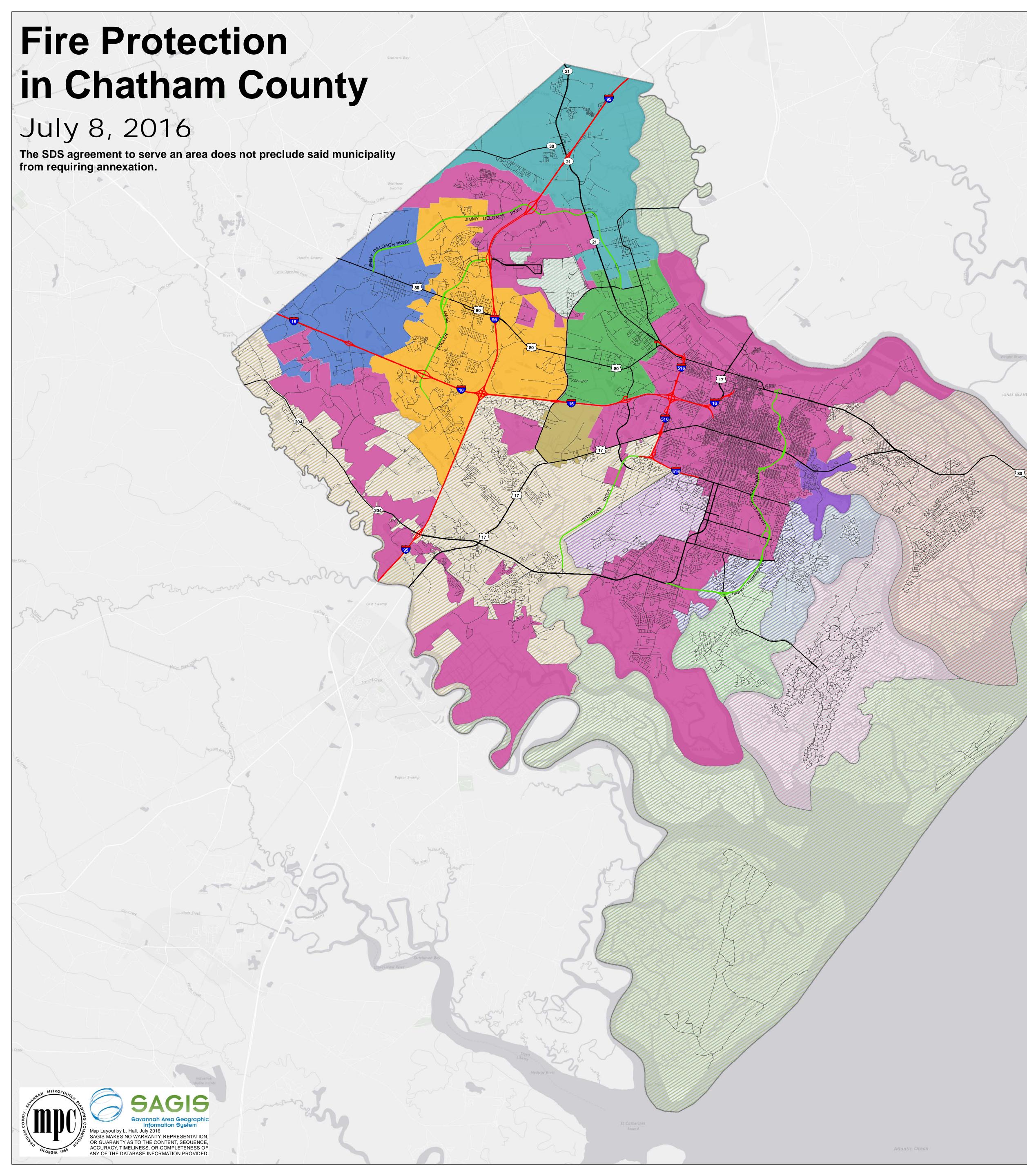
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JURISDICTION	TITLE	NAME	SIGNATURE	DATE
VERNONBURG	Mayor	James Hungerpillår	Allingift	8/23/16
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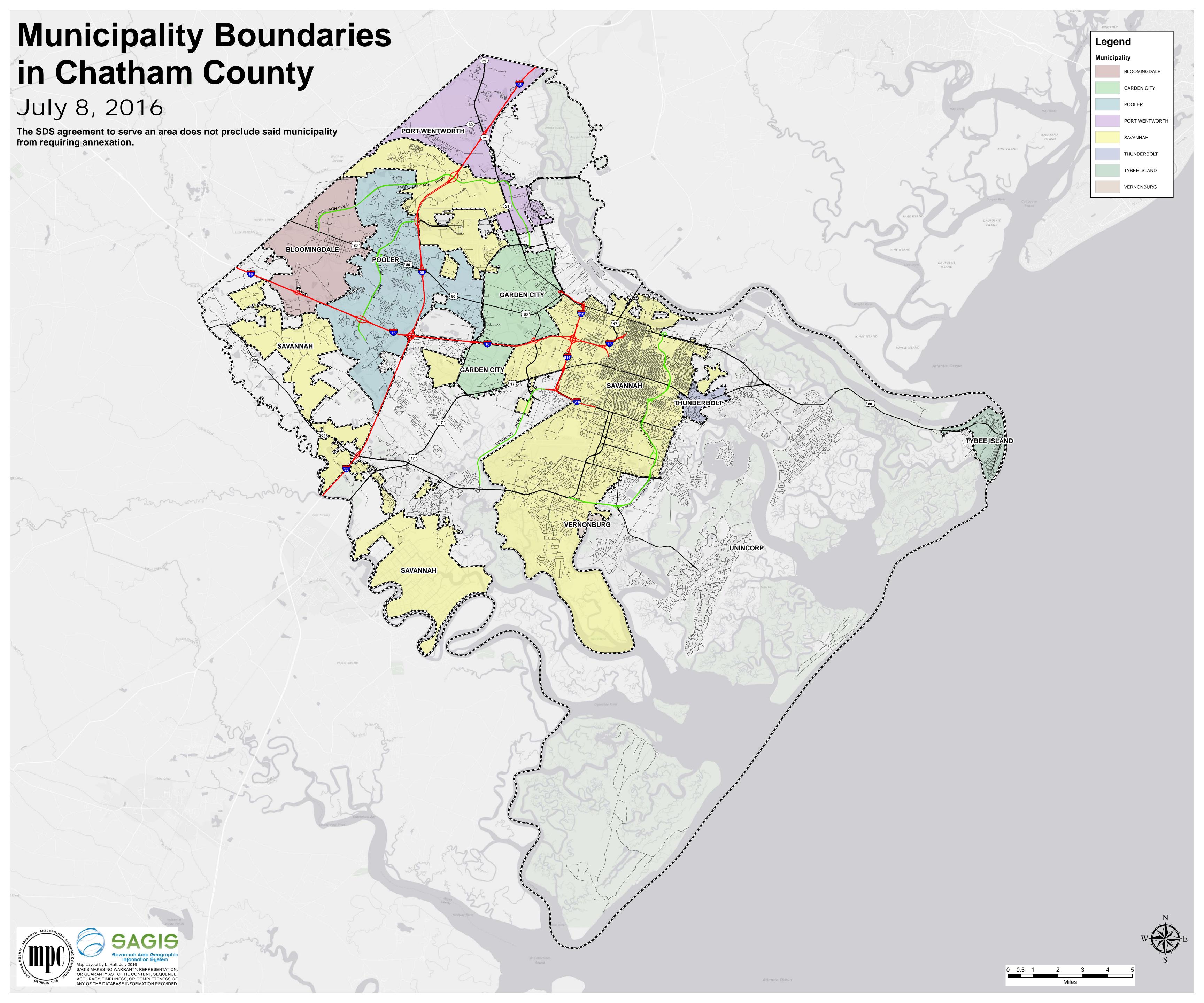




Legend	* Provided by Southside Fire
Municipal Service	Non-Municipal Service
Provider	Provider
Bloomingdale FD	GAANG
Garden City FD	HAAF
GC Served by SSFD*	Islands FD*
Pooler FD	Isle of Hope FD*
Port Wentworth FD	Montgomery FD*
Savannah FD	Seventh District FD*
Thunderbolt FD	Skidaway FD*
Tybee Island FD	Southside FD*
	State of GA

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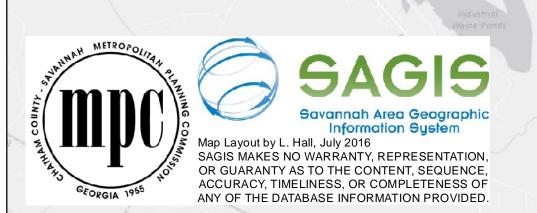
Canals and Municipal Ownership in Chatham County July 8, 2016

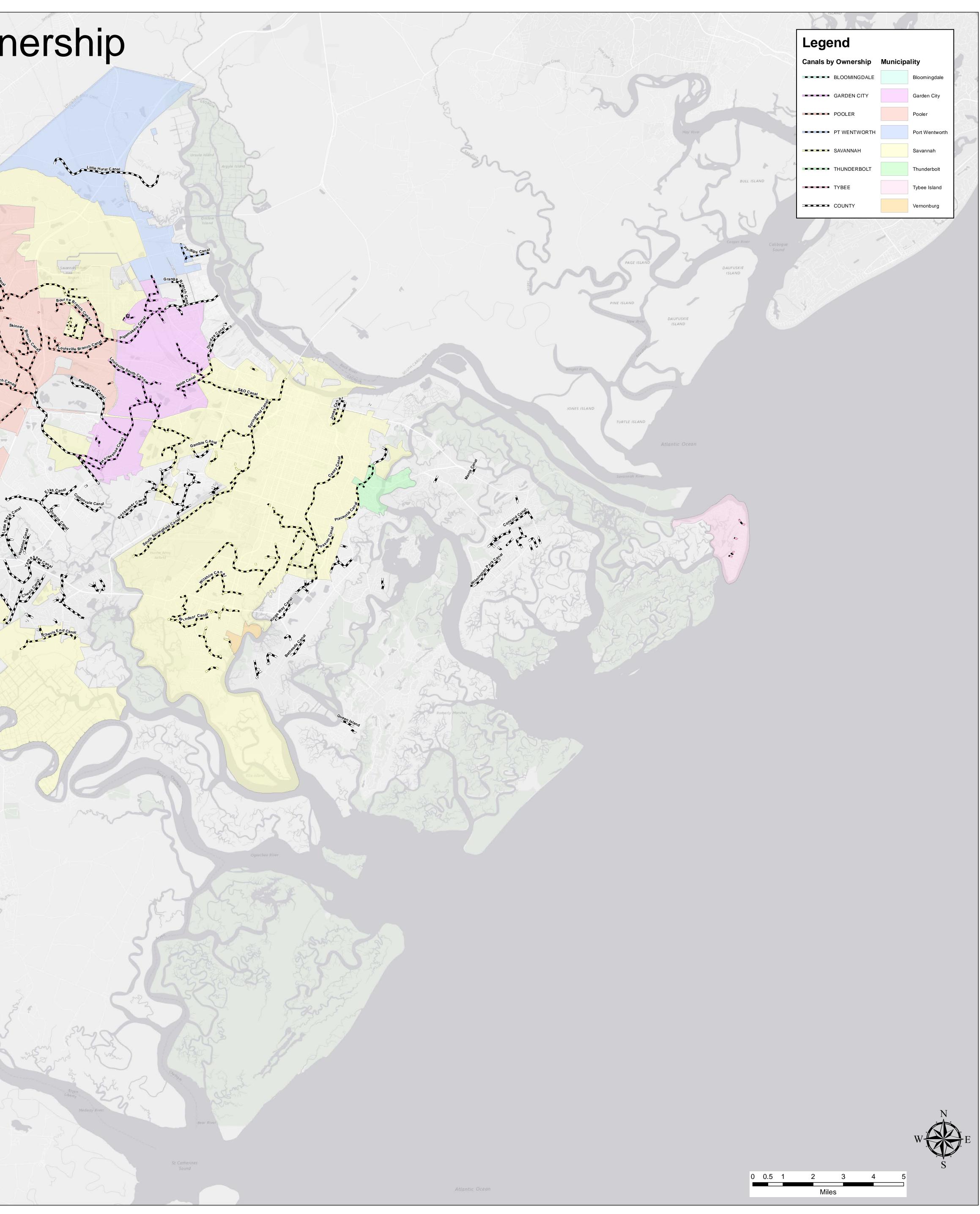
Quacco Branch Canal

The SDS agreement to serve an area does not preclude said municipality from requiring annexation.

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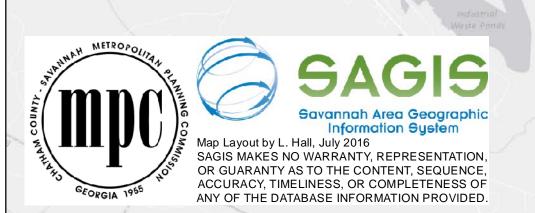
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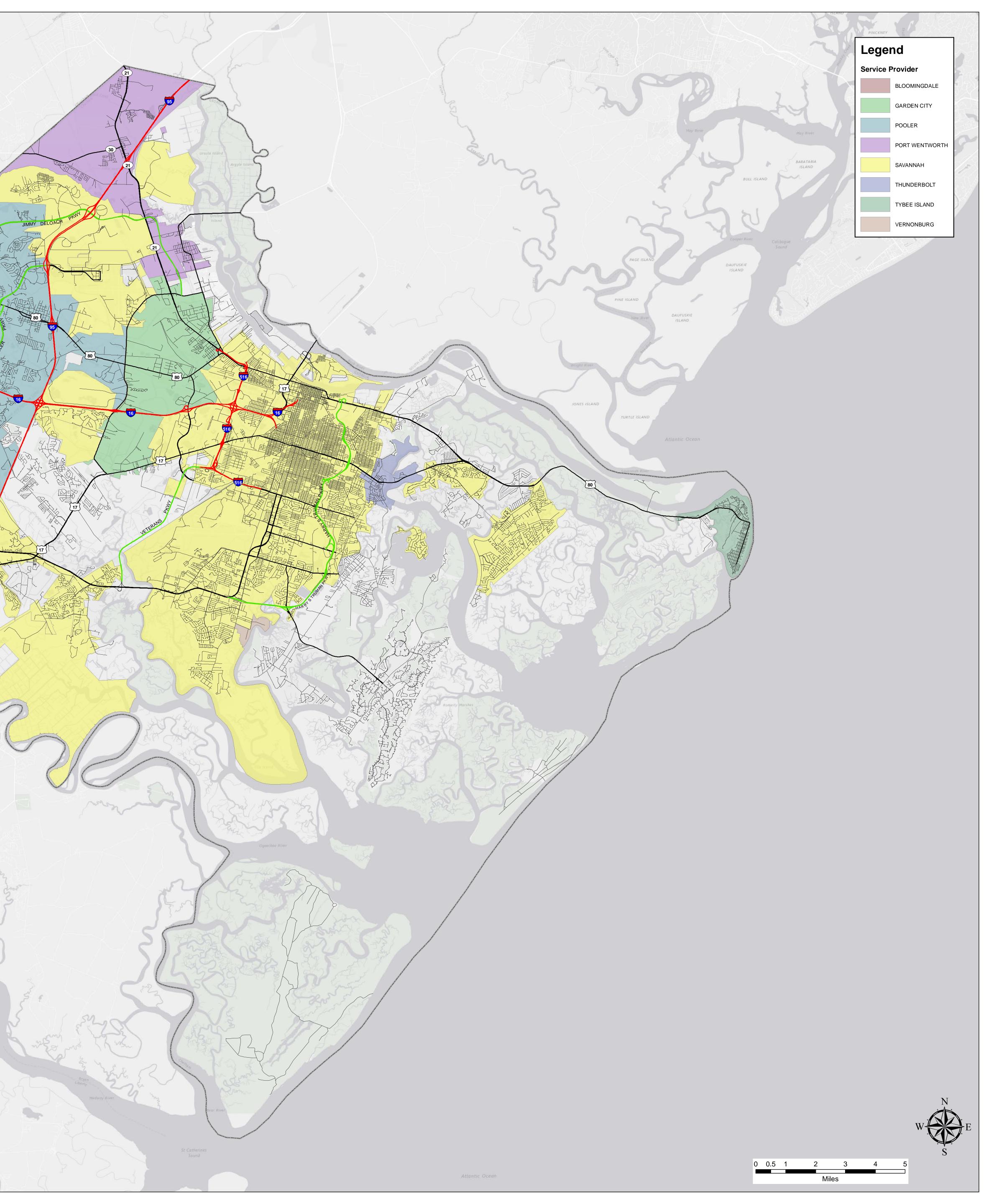
Sewer Service Areas in Chatham County July 8, 2016

The SDS agreement to serve an area does not preclude said municipality from requiring annexation.



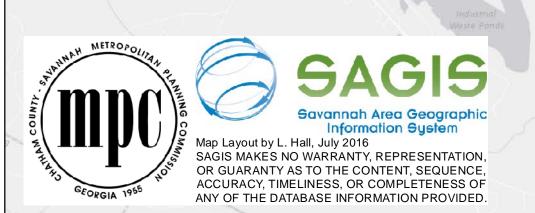
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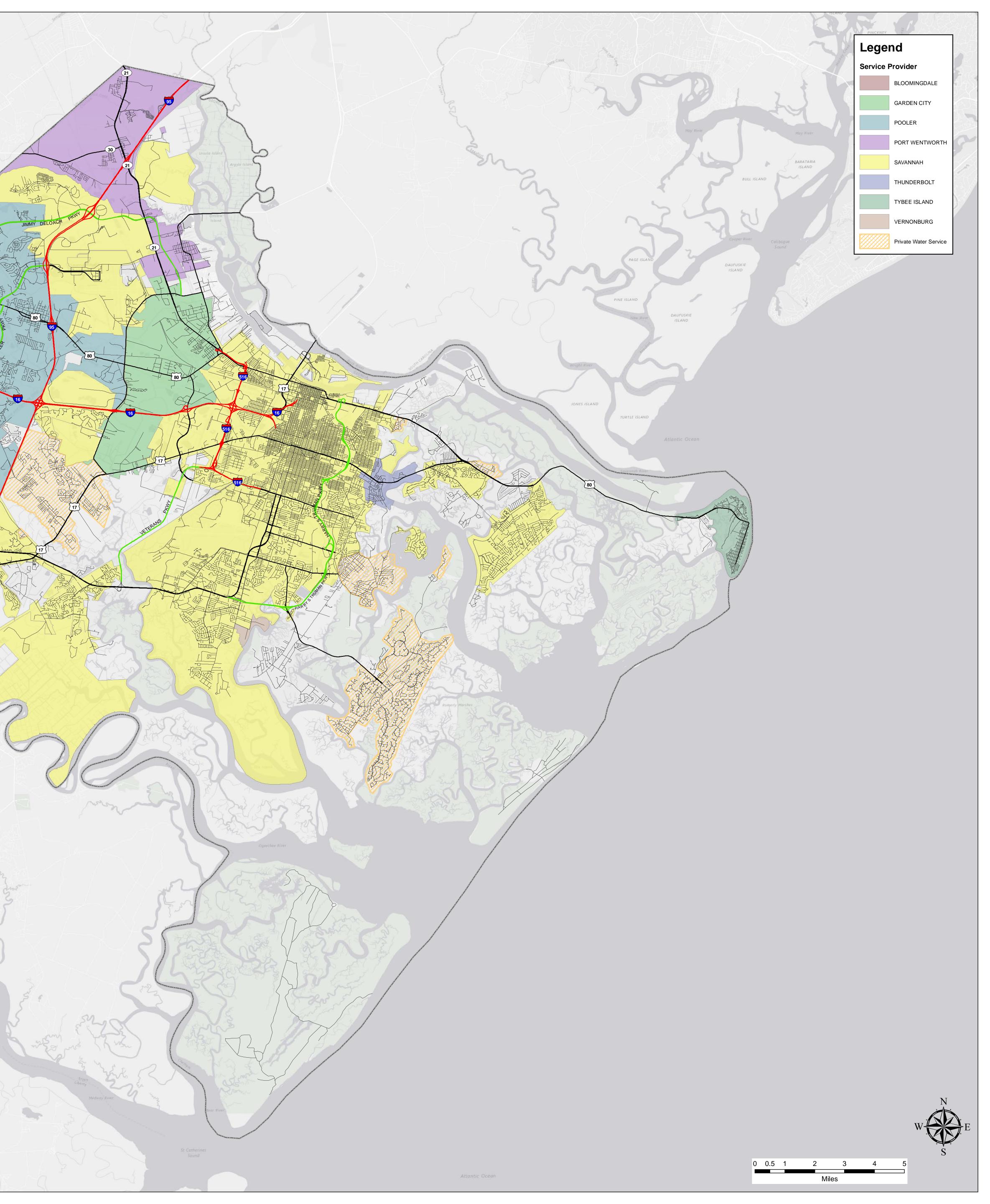
Water Service Areas in Chatham County July 8, 2016

The SDS agreement to serve an area does not preclude said municipality from requiring annexation.



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STATE OF GEORGIA

COUNTY OF CHATHAM)

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RECEIVED

JUL 17 2013

CHATHAM COUNTY PUBLIC WORKS

AGREEMENT

THIS AGREEMENT, made and entered into as of the _____ day of _____, 2013 by and between Chatham County, a political subdivision of the State of Georgia, hereinafter referred to as COUNTY and City of Bloomingdale, a municipal corporation organized and existing under the terms of the State of Georgia, hereinafter referred to as the CITY.

WITNESSETH:

WHEREAS, the Chatham County Board of Commissioners has determined a need for a County Wide Canal Maintenance Program to assist the CITY with the maintenance of the major canals within their city limits; and

WHEREAS, the County Wide Canal Maintenance Program will consist of machine cleaning to remove silt, vegetation, spraying with herbicide to reduce aquatic growth and mowing canal maintenance road; and

WHEREAS, the Chatham County Board of Commissioners has expressed a willingness to continue the County Wide Canal Maintenance Program to assist the CITY; and

WHEREAS, the Chatham County Board of Commissioners has expressed a willingness to participate in a three part maintenance program with the CITY as funds are available and subject to those certain conditions set forth in the agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements, and the benefits to the parties, the CITY and the COUNTY agree as follows:

- 1. The COUNTY shall maintain an inventory of canals to include the name, designation code and mileage. The COUNTY shall execute and provide any revisions that the COUNTY deems necessary to reflect changes in the maintenance of the canal.
- 2. Changes or amendments to the canal inventory must be approved in writing by both parties.

I. Canal Cleaning

1. The COUNTY agrees to clean or remove the debris and vegetation from the designated canals once a year. The COUNTY will provide all labor, materials and equipment to perform the removal of silt, debris and vegetation regardless of character of materials or obstructions encountered in the channel of the canal.

- 2. The COUNTY will secure a utility locate number in accordance to the Georgia Dig Law, if necessary, prior to cleaning a canal's channel where a utility may be in conflict. The COUNTY shall be responsible for all costs involved in the repairing of underground or overhead utilities broke, ruptured or rendered inoperable by the canal cleaning operation. The CITY shall inform the COUNTY of any designated canal listed in its jurisdiction that may have utilities within the right of way of the canal.
- 3. The CITY will provide a clear access to and passage to the canal's maintenance road, which shall include the installation or removal of gates, the locking and unlocking of gates, removal of vehicles or other obstacles, installation or repairing of piped crossings. The CITY shall provide the labor, material and equipment to repair wash outs on the designated canal's slopes and maintenance road.
- 4. Material removed from channel of canal is considered to be the property of the CITY. The CITY will obtain and provide a site for disposal of materials removed from the designated canal. The disposal site shall be within the guidelines of the Georgia Environmental Protection Division. The CITY shall be responsible for all costs to the disposal of materials.

II. <u>Herbicide</u>

- 1. The COUNTY will apply an environmentally acceptable herbicide chemical to the aquatic channel of each designated canal. The COUNTY will provide all labor, materials and equipment to apply the herbicide to the designated canals.
- 2. The COUNTY will insure that the application and handling of any herbicide will be performed under the supervision of staff with a current Georgia Department of Agriculture Pesticide Application License, categories 26 (Aquatic Pest Control) and 27 (Right of Way Pest Control).
- 3. The CITY will provide a clear access to and passage on the canal's maintenance road, which shall include the installation or removal of gates, the locking or unlocking of gates, the removal of vehicles or other obstacles and the installation or repairing of piped crossing.

III. Mowing

 The COUNTY agrees to mow each designated canal's side slopes, access road, and right-of-ways a minimum of three times per year during the growing season. The COUNTY will provide all labor, material and equipment to cut vegetation on the side slopes, access road and right-of-ways. 2. The CITY will provide the COUNTY, sixty (60) days after this agreement commences, a markup of each canal showing the location of any unmovable obstacles such as raised manholes and utilities that may be damaged by or cause damage to the mowing equipment. The CITY will provide a clear access to and passage on the canal's maintenance road, which shall include the installation and removal of gates, the locking or unlocking of gates, the removal of vehicles or other obstacles and the installation or repairing of piped crossings.

IV. <u>Term</u>

The term of this agreement is three (5) years with an annual automatic renewal. This agreement may be terminated within sixty (60) days by either party provided written notice is given. The COUNTY does not expressly or impliedly assume any other additional responsibilities or liabilities arising out of its operation in regard to canal cleaning or the application of herbicide or mowing. The laws of the State of Georgia shall govern this Agreement.

V. <u>No Compensation to COUNTY</u>

COUNTY service rendered pursuant to the County Wide Canal Maintenance Program shall be without charge to the CITY.

VI. <u>Responsibility for Expenses and Compensation of Employees</u>

The COUNTY shall compensate its employees during the time of rendering service pursuant to the County Wide Canal Maintenance Program. Such compensation shall include any workers' compensation benefits paid or due for personal injury or death while such employees are engaged in rendering such service.

VII. Liability

Any injury, disability, or death, incurred by any COUNTY employee while rendering service pursuant to the County Wide Canal Maintenance Program shall be deemed to have arisen out of, and to have been sustained in the course of, employment with the COUNTY. If any COUNTY employee, or anyone on his/her behalf, files a claim for workers' compensation benefits against the CITY for any injury claimed to have been sustained while furnishing service pursuant to the County Wide Canal Maintenance Program, the COUNTY shall indemnify, defend, and hold harmless the CITY with respect to such claim at no cost to the CITY.

IN WITNESS WHEREOF, said parties have hereunder set their hands and affixed their seals, the day and year written above.

CITY OF BLOOMINGDALE

Mayor Maidge BY:

ATTEST

Clerk to Council

	DF COMMISSIONERS M COUNTY, GEORGIA
BY:	allefatert
	'Albert J. Scott, Chairman
ATTEST	On rever Binarle
ATTEST	Janice E. Bocook, Clerk of Commissioners
	Clerk of Copulasioners

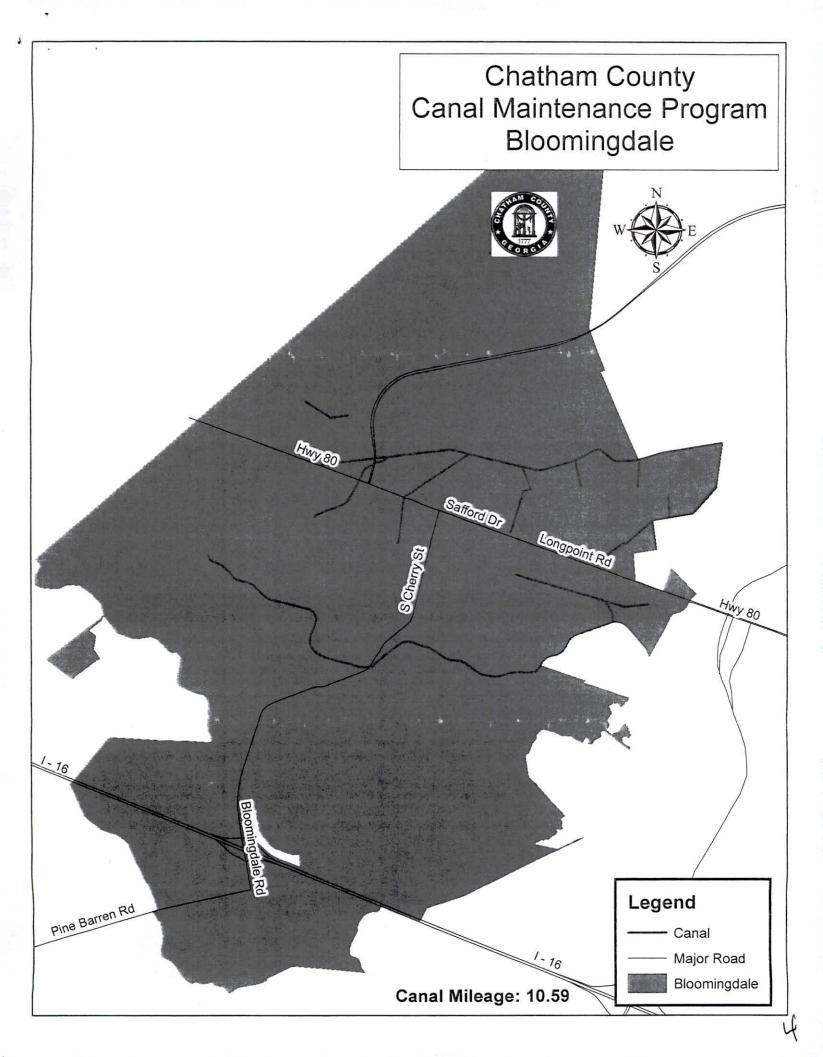
CANAL CLEANING BLOOMINGDALE								
	CODE	NAME	EQUIP.	MILEAGE	START DATE	DATE	INITIALS	DATE
					ESTIMATED	COMPL	ETION	INSPE
39	B - 54	PIPEMAKERS	84	3.31	04/01/13	01/00/00	0	01/00/00
61	B - 54H	CONAWAY BR	81	0.17	04/01/13	01/00/00	0	01/00/00
62	B - 54HA	HIRAM BR	81	0.16	04/01/13	01/00/00	0	01/00/00
63	B - 54I	CONAWAY END BR	81	0.18	04/01/13	01/00/00	0	01/00/00
1	B - 54J	DOUGLAS BR	81	0.52	04/01/13	01/00/00	0	01/00/00
64	B - 54K	ADAMS ROAD	81	0.8	04/08/13	01/00/00	0	01/00/00
65	B - 54LA	STAGECOACH	81	0.33	04/08/13	01/00/00	0	01/00/00
2	B - 54M	OSTEEN BR	81	0.64	04/08/13	01/00/00	0	01/00/00
38	B - 57	HARDIN	84	3.45	04/08/13	01/00/00	0	01/00/00
3	B - 69	PATRICK	81	0.29	04/15/13	01/00/00	0	01/00/00
17	B-98	E. Main	84	0.74	06/17/13	01/00/00	0	01/00/00

Total

,

×.

10.59



EMC ENGINEERING SERVICES, INC.

P.O. Box 8101 Savannah, GA 31412 (912) 232-6533 (912) 233-4580

 Chatham County Engineering Dept031365
 Invoice Number: CHAT0313-CHAT0313-00000510

 P.O. Box 8161
 Date : 06/30/2013

 SAVANNAH, GA, 31412
 Customer ID: CHAT0313

 Contract: 13-0060
 Customer ID: CHAT0313

 13-0060 Constantine Tract Boundary Survey
 RECEIVED

 Services Period: June 01, 2013 to June 30, 2013
 JUL 1 7 2015

Terms: Net 30

CHATHAM COUNTY PUBLIC WORKS

Services for June:

1. Preparation of Boundary Survey on the Constatine Tract.

Item	Description	Contract Amount	Percent Complete	Billed To Date	Previously Billed	Current Billed
20	Boundary Survey	\$7,490.00	100.00%	\$7,490.00	\$6,830.00	\$660.00
	Contract Total	\$7,490.00		\$7,490.00	\$6,830.00	\$660.00

Payments/Credits	\$0.00	
Balance Due	\$660.00	

Approved By

y Mock

INVOICE

STATE OF GEORGIA

COUNTY OF CHATHAM)

)

A RESOLUTION AUTHORIZING THE CITY OF GARDEN CITY TO ENTER INTO AN AGREEMENT WITH CHATHAM COUNTY FOR THE CONTINUANCE OF THE COUNTY WIDE CANAL MAINTENANCE PROGRAM TO ASSIST WITH MAINTAINING THE CANALS LOCATED IN THE CITY; TO AUTHORIZE THE MAYOR AND COUNCIL TO EXECUTE THE AGREEMENT; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Chatham County Board of Commissioners has determined a need to continue the current County Wide Canal Maintenance Program to assist with the maintenance of the major canals within the limits of the City; and,

WHEREAS, the continued County Wide Canal Maintenance Program will consist of (1) machine cleaning to remove silt and vegetation, (2) spraying with herbicide to reduce aquatic growth, and (3) mowing canal maintenance roads, all without charge to the City; and,

WHEREAS, the three part maintenance program with the City will be carried out by the County as funds are available and subject to those certain conditions set forth in the agreement which is attached hereto as Exhibit "A;" and,

WHEREAS, the City deems its entering into an agreement with the County for the continuance of the County Wide Canal Maintenance Program as outlined above and more particularly set forth in the agreement attached hereto as Exhibit "A" to be in the best interest of its residents and businesses.

NOW, THEREFORE, be it resolved by the Mayor and Council for Garden City, Georgia, and it is hereby resolved:

1. The Mayor and Council for Garden City, Georgia, hereby authorize the City of Garden City, Georgia, to enter into the agreement attached hereto as Exhibit "A" wherein Chatham County agrees to continue the current County Wide Canal Maintenance Program pursuant to the terms set forth therein for the purpose of providing assistance with the maintenance of the canals within in th City. Further, the City's City Council hereby authorizes the acting City Manager to execute the said agreement, together with any other document necessary to further the intent of this Resolution.

2. The effective date of this Resolution shall be when approved by the Mayor and Council.

So resolved, this <u>**AIS**</u>^k day of October, 2013.

CITY OF GARDEN CITY, GEORGIA

RHONDA FERRELL CLERK OF COUNCIL

Received and approved this <u>a</u> day of October, 2013.

TENNYSON HOLDER MAYOR, GARDEN CITY, GEORGIA

EXHIBIT "A"

STATE OF GEORGIA

COUNTY OF CHATHAM)

AGREEMENT

THIS AGREEMENT, made and entered into as of the _____ day of _____, 2013 by and between Chatham County, a political subdivision of the State of Georgia, hereinafter referred to as COUNTY and Garden City, a municipal corporation organized and existing under the terms of the State of Georgia, hereinafter referred to as the CITY.

WITNESSETH:

WHEREAS, the Chatham County Board of Commissioners has determined a need for a County Wide Canal Maintenance Program to assist with the maintenance of the major canals within the limits of the City; and

WHEREAS, the County Wide Canal Maintenance Program will consist of machine cleaning to remove silt, vegetation, spraying with herbicide to reduce aquatic growth and mowing canal maintenance road; and

WHEREAS, the Chatham County Board of Commissioners has expressed a willingness to continue the County Wide Canal Maintenance Program to assist with maintaining the canals which are located in the CITY; and

WHEREAS, the Chatham County Board of Commissioners has expressed a willingness to participate in a three part maintenance program with the CITY as funds are available and subject to those certain conditions set forth in the agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements, and the benefits to the parties, the CITY and the COUNTY agree as follows:

- 1. The COUNTY shall maintain an inventory of canals to include the name, designation code and mileage. The COUNTY shall execute and provide any revisions that the COUNTY deems necessary to reflect changes in the maintenance of the canal.
- 2. Changes or amendments to the canal inventory must be approved in writing by both parties.

I. Canal Cleaning

1. The COUNTY agrees to clean or remove the debris and vegetation from the designated canals once a year. The COUNTY will provide all labor, materials and equipment to perform the removal of silt, debris and vegetation regardless of character of materials or obstructions encountered in the channel of the canal.

- 2. The COUNTY will secure a utility locate number in accordance to the Georgia Dig Law, if necessary, prior to cleaning a canal's channel where a utility may be in conflict. The COUNTY shall be responsible for all costs involved in the repairing of underground or overhead utilities broke, ruptured or rendered inoperable by the canal cleaning operation. The CITY shall inform the COUNTY of any designated canal listed in its jurisdiction that may have utilities within the right of way of the canal.
- 3. The CITY will provide a clear access to and passage to the canal's maintenance road, which shall include the installation or removal of gates, the locking and unlocking of gates, removal of vehicles or other obstacles, installation or repairing of piped crossings. The CITY shall provide the labor, material and equipment to repair wash outs on the designated canal's slopes and maintenance road.
- 4. Material removed from channel of canal is considered to be the property of the CITY. The CITY will obtain and provide a site for disposal of materials removed from the designated canal. The disposal site shall be within the guidelines of the Georgia Environmental Protection Division. The CITY shall be responsible for all costs to the disposal of materials.

II. Herbicide

- 1. The COUNTY will apply an environmentally acceptable herbicide chemical to the aquatic channel of each designated canal. The COUNTY will provide all labor, materials and equipment to apply the herbicide to the designated canals.
- 2. The COUNTY will insure that the application and handling of any herbicide will be performed under the supervision of staff with a current Georgia Department of Agriculture Pesticide Application License, categories 26 (Aquatic Pest Control) and 27 (Right of Way Pest Control).
- 3. The CITY will provide a clear access to and passage on the canal's maintenance road, which shall include the installation or removal of gates, the locking or unlocking of gates, the removal of vehicles or other obstacles and the installation or repairing of piped crossing.

III. Mowing

1. The COUNTY agrees to mow each designated canal's side slopes, access road, and the right-of-ways a minimum of three times per year during the growing season. The COUNTY will provide all labor, material and equipment to cut vegetation on the side slopes, access road and right-of-ways.

IV. <u>Term</u>

The term of this agreement is five (5) years with an annual automatic renewal. This agreement may be terminated within sixty (60) days by either party provided written notice is given. The COUNTY does not expressly or impliedly assume any other additional responsibilities or liabilities arising out of its operation in regard to canal cleaning or the application of herbicide. The laws of the State of Georgia shall govern this Agreement.

V. No Compensation to COUNTY

COUNTY service rendered pursuant to the County Wide Canal Maintenance Program shall be without charge to the CITY.

VI. Responsibility for Expenses and Compensation of Employees

The COUNTY shall compensate its employees during the time of rendering service pursuant to the County Wide Canal Maintenance Program. Such compensation shall include any workers' compensation benefits paid or due for personal injury or death while such employees are engaged in rendering such service.

VII. Liability

Any injury, disability, or death, incurred by any COUNTY employee while rendering service pursuant to the County Wide Canal Maintenance Program shall be deemed to have arisen out of, and to have been sustained in the course of, employment with the COUNTY. If any COUNTY employee, or anyone on his/her behalf, files a claim for workers' compensation benefits against the CITY for any injury claimed to have been sustained while furnishing service pursuant to the County Wide Canal Maintenance Program, the COUNTY shall indemnify, defend, and hold harmless the CITY with respect to such claim at no cost to the CITY.

IN WITNESS WHEREOF, said parties have hereunder set their hands and affixed their seals, the day and year written above.

CITY OF GARDEN CITY

Holly BY: lenn Mayor

ATTEST: Rom

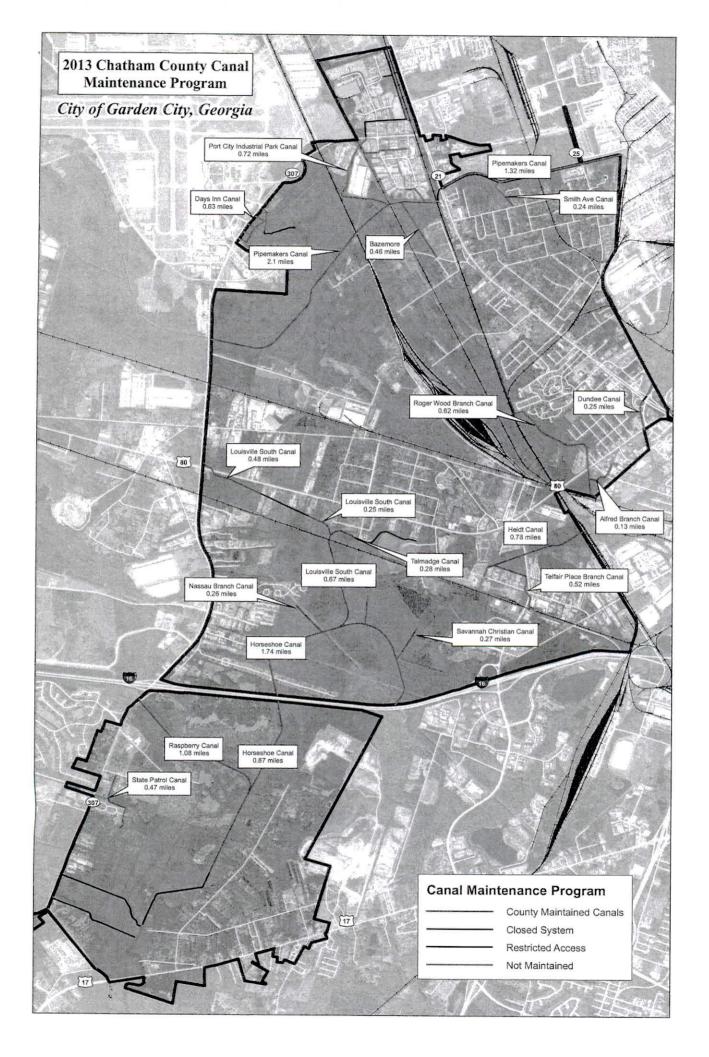
Clerk to Council

BOARD OF COMMISSIONERS CHATHAM COUNTY, GEORGIA

BY: lbe cott, Chairman

ATTEST Janice E. Bocook, Clerk of Commissioners

				CANAL	CLEANING								
	GARDEN CITY												
(CODE	NAME	EQUIP.	MILEAGE	START DATE	DATE	INITIALS	DATE	INITIALS				
			-		ESTIMATED	COMP	ETION	INSPECTION					
70	G - 49	HORSESHOE	82	0.43	04/01/13	414) B			1.1				
44	G - 49	HORSESHOE	83	0.74	09/23/13				i de la composición d				
52	G - 49	HORSESHOE	83	1.78	04/01/13			r q v					
45	G - 49A	SAV'H CHRISTIAN	83	0.36	10/07/13								
71	G - 49B	LOUISVILLE S (-0.42)	82	0.62	05/13/13								
46	G - 49B	LOUISVILLE S	83	0.64	10/07/13								
72	G - 49BA	TALMAGE	82	0.23	04/08/13								
47	G - 49C	NASSAU BR	83	0.24	10/14/13								
73	G - 50	STATE PATROL	82	0.43	04/08/13								
48	G - 51	RASPBERRY	83	1.04	10/14/13								
74	G - 53	HEIDT	82	0.67	04/15/13								
75	G - 53A	TELFAIR PL BR	82	0.48	04/22/13								
29	G - 54	PIPE MAKERS	84	1.47	09/09/13								
30	G - 54	PIPE MAKERS	84	0.65	09/16/13								
1	G - 54K	IND. PARK DRIVE	82	0.72	04/22/13								
2	G - 54L	BAZEMORE BR	82	0.47	04/29/13								
22	G - 58	DUNDEE	83	0.24	07/15/13								
3	G - 58A	ROGERWOOD BR	82	0.45	04/29/13								
4	G - 58A	ROGERWOOD BR	82	0.20	05/06/13				=				
5	G - 58AA	ALFRED	82	0.15	05/06/13	в							
6	G - 74	DAYS INN	82	0.63	05/06/13								
	G - 54A	SMITH AV	84	0.21				2					





Office of the City Manager

Ronald A. Feldner, P.E. Deputy City Manager

October 22, 2013

RECEIVED

Mr. Robert Drewry, Director Chatham County Public Works 7226 Varnedoe Drive Savannah, GA 31406

CHATHAM COUNTY PUBLIC WORKS

RE: County Canal Maintenance Agreement

Dear Robert:

Enclosed please find two partially executed copies of the referenced document as well as a copy of the accompanying resolution. The City asks that the County return one fully executed copy to us for our files. I would like to thank you and the County staff for your time and efforts to pull together the Agreement over the last several weeks.

Please contact me with any questions.

Sincerely,

Ronald Feldner, P.E. Deputy City Manager

Enclosure: Two Copies of the Agreement a

Gorden City

STATE OF GEORGIA

COUNTY OF CHATHAM

)

AGREEMENT

THIS AGREEMENT, made and entered into as of the *day* of *day*, 2013 by and between Chatham County, a political subdivision of the State of Georgia, hereinafter referred to as **COUNTY** and **City of Pooler**, a municipal corporation organized and existing under the terms of the State of Georgia, hereinafter referred to as the CITY.

WITNESSETH:

WHEREAS, the Chatham County Board of Commissioners has determined a need for a County Wide Canal Maintenance Program to assist the CITY with the maintenance of the major canals within their city limits; and

WHEREAS, the County Wide Canal Maintenance Program will consist of machine cleaning to remove silt, vegetation, spraying with herbicide to reduce aquatic growth and mowing canal maintenance road; and

WHEREAS, the Chatham County Board of Commissioners has expressed a willingness to continue the County Wide Canal Maintenance Program to assist the CITY; and

WHEREAS, the Chatham County Board of Commissioners has expressed a willingness to participate in a three part maintenance program with the CITY as funds are available and subject to those certain conditions set forth in the agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements, and the benefits to the parties, the CITY and the COUNTY agree as follows:

- 1. The COUNTY shall maintain an inventory of canals to include the name, designation code and mileage. The COUNTY shall execute and provide any revisions that the COUNTY deems necessary to reflect changes in the maintenance of the canal.
- 2. Changes or amendments to the canal inventory must be approved in writing by both parties.

I. <u>Canal Cleaning</u>

1. The COUNTY agrees to clean or remove the debris and vegetation from the designated canals once a year. The COUNTY will provide all labor, materials and equipment to perform the removal of silt, debris and vegetation regardless of character of materials or obstructions encountered in the channel of the canal.

- 2. The COUNTY will secure a utility locate number in accordance to the Georgia Dig Law, if necessary, prior to cleaning a canal's channel where a utility may be in conflict. The COUNTY shall be responsible for all costs involved in the repairing of underground or overhead utilities broke, ruptured or rendered inoperable by the canal cleaning operation. The CITY shall inform the COUNTY of any designated canal listed in its jurisdiction that may have utilities within the right of way of the canal.
- 3. The CITY will provide a clear access to and passage to the canal's maintenance road, which shall include the installation or removal of gates, the locking and unlocking of gates, removal of vehicles or other obstacles, installation or repairing of piped crossings. The CITY shall provide the labor, material and equipment to repair wash outs on the designated canal's slopes and maintenance road.
- 4. Material removed from channel of canal is considered to be the property of the CITY. The CITY will obtain and provide a site for disposal of materials removed from the designated canal. The disposal site shall be within the guidelines of the Georgia Environmental Protection Division. The CITY shall be responsible for all costs to the disposal of materials.

II. Herbicide

- 1. The COUNTY will apply an environmentally acceptable herbicide chemical to the aquatic channel of each designated canal. The COUNTY will provide all labor, materials and equipment to apply the herbicide to the designated canals.
- 2. The COUNTY will insure that the application and handling of any herbicide will be performed under the supervision of staff with a current Georgia Department of Agriculture Pesticide Application License, categories 26 (Aquatic Pest Control) and 27 (Right of Way Pest Control).
- 3. The CITY will provide a clear access to and passage on the canal's maintenance road, which shall include the installation or removal of gates, the locking or unlocking of gates, the removal of vehicles or other obstacles and the installation or repairing of piped crossing.

III. Mowing

1. The COUNTY agrees to mow each designated canal's side slopes, access road, and right-of-ways a minimum of three times per year during the growing season. The COUNTY will provide all labor, material and equipment to cut vegetation on the side slopes, access road and right-of-ways. 2. The CITY will provide the COUNTY, sixty (60) days after this agreement commences, a markup of each canal showing the location of any unmovable obstacles such as raised manholes and utilities that may be damaged by or cause damage to the mowing equipment. The CITY will provide a clear access to and passage on the canal's maintenance road, which shall include the installation and removal of gates, the locking or unlocking of gates, the removal of vehicles or other obstacles and the installation or repairing of piped crossings.

IV. <u>Term</u>

.

The term of this agreement is three (5) years with an annual automatic renewal. This agreement may be terminated within sixty (60) days by either party provided written notice is given. The COUNTY does not expressly or impliedly assume any other additional responsibilities or liabilities arising out of its operation in regard to canal cleaning or the application of herbicide or mowing. The laws of the State of Georgia shall govern this Agreement.

V. <u>No Compensation to COUNTY</u>

COUNTY service rendered pursuant to the County Wide Canal Maintenance Program shall be without charge to the CITY.

VI. <u>Responsibility for Expenses and Compensation of Employees</u>

The COUNTY shall compensate its employees during the time of rendering service pursuant to the County Wide Canal Maintenance Program. Such compensation shall include any workers' compensation benefits paid or due for personal injury or death while such employees are engaged in rendering such service.

VII. Liability

Any injury, disability, or death, incurred by any COUNTY employee while rendering service pursuant to the County Wide Canal Maintenance Program shall be deemed to have arisen out of, and to have been sustained in the course of, employment with the COUNTY. If any COUNTY employee, or anyone on his/her behalf, files a claim for workers' compensation benefits against the CITY for any injury claimed to have been sustained while furnishing service pursuant to the County Wide Canal Maintenance Program, the COUNTY shall indemnify, defend, and hold harmless the CITY with respect to such claim at no cost to the CITY.

IN WITNESS WHEREOF, said parties have hereunder set their hands and affixed their seals, the day and year written above.

CITY OF POOLER

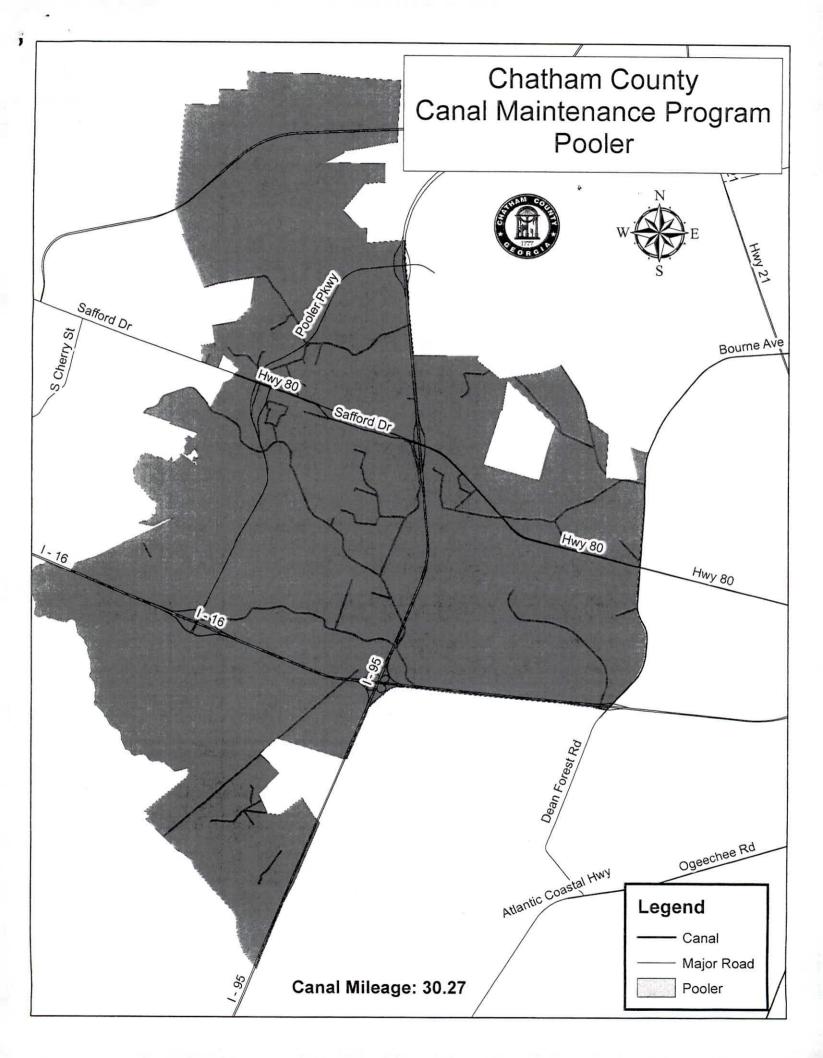
1

BY: rai Mayor

ATTEST

Clerk to Council

BOARD OF COMMISSIONERS CHATHAM COUNTY, GEORGIA BY: Scott, Chairman Albert ERS * O' ATTEST Janice E. Bocook Clerk of Commissioners 108 ×



				CAN	AL CLEANIN	G	
					POOLER		
	CODE	NAME	EQUIP.	MILEAGE	START DATE	DATE	INITIALS
					ESTIMATED	COMPLET	ION
_	P - 39A	BASHLOR	82	0.25	05/13/13		
8	P - 49B	LOUISVILLE S.	82	0.23	05/13/13		
9	P - 51	RASEBERRY	82	1.14	05/13/13		
18	P - 54	PIPE MAKERS	84	1	07/08/13		
19	P - 54	PIPE MAKERS	84	1.52	07/15/13		
20	P - 54	PIPE MAKERS	84	0.6	07/22/13		
10	P - 54B	LOUISVILLE BR	82	0.91	05/20/13		
11	P - 54B	LOUISVILLE BR	82	0.45	05/21/13		
12	P - 54B	LOUISVILLE BR	82	0.38	05/21/13		
13	P - 54BA	WATER TOWER	82	0.34	05/28/13		
14	P - 54BA	LOUISVILLE BR	82	0.19	05/28/13		
15	P - 54BB	A C WHITE	82	0.17	05/28/13		
16	P - 54E	CARDINAL BR	82	0.26	05/28/13		
17	P - 54F	SANGRENIA BR	82	1.17	06/10/13		
18	P - 54FA	PURPLE FINCH BR	82	0.09	06/17/13		
19	P - 54FB	GA FORESTRY BR	82	0.38	06/03/13		
20	P - 54FBA	ROBIN BR	82	0.13	06/17/13		
21	P - 54FC	FOREST BR	82	0.23	06/17/13		
66	P - 54G	BIG BEND BR	81	0.28	04/22/13		
67	P - 54HB	LAVISTA BR	81	0.17	04/22/13	-	
21	P - 57	HARDIN	84	1.35	07/22/13		
22	P - 57	HARDIN	84	0.81	07/29/13		
23	P - 57	HARDIN	84	0.76	07/29/13		
25	P - 57	HARDIN	84	1.36	08/12/13	D4	
26	P - 57B	QUACCO BR	84	1.38	08/19/13		
27	P - 57B	QUACCO BR	84	0.87	08/26/13	¥۱	
4	P - 57BA	HUNTERS W. BR	81	0.47	04/15/13		
23	P - 57D	SKINNER BR	82	1.17	06/24/13		
24	P - 57D	SKINNER BR	82	0.44	07/01/13		
25	P - 57DA	HWY 80 BR	82	0.8	07/01/13		
	P - 57DA	HWY 80 BR	82	0.19	07/08/13		
	P - 57DAA	RAMADA	82	0.19	07/08/13		
	P - 57DB	ESTATES WAY BR	82	0.43			
	P - 57DC	GARDEN ACRES BR	82	0.37	07/15/13		
	P - 57DD	POOLER PARK N.	82	0.13			
-	P - 57DF	HWY 80 MED.	82	0.22	07/15/13		
_	P - 57E	ROGERS BR	84	0.08	08/05/13		
	P - 57F	BRIGHTON WOODS	82	1	07/22/13		
	P - 70	HWY 80 E.	82	0.23	07/29/13		
	P - 71	CONTINENTAL	82	0.65			
-	P - 72	HWY 80 W.	82	0.12	08/12/13	enne entre en entre e	
36	P - 73	MOORE	82	0.08	08/12/13		

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32	P - 86	SHEARHOUSE E.	82	0.53	07/29/13	
22	P - 87	SHEARHOUSE W.	82	0.55	06/24/13	
37	P - 88	W. WHATELY	82	0.26	08/12/13	
38	P - 89	MILLER PINE	82	0.85	08/19/13	
39	P - 90	PINE BARREN BR	82	0.26	08/26/13	
68	P - 42	RAY	81	0.62	04/22/13	
69	P - 42A	DAVIS BR	81	0.21	04/22/13	
70	P - 42AA	DAVIS / RAY BR	81	0.24	04/22/13	
71	P - 42B	CARTER	81	0.36	04/29/13	
5	P - 63	KELLERS	81	0.5	04/29/13	
42	P-54C	BOURNE BR	83	1.49	09/09/13	
41	P-54CA	BOURNE AVENUE	83	0.6	09/09/13	
43	P-54CA	BOURNE RELOCATION	83	0.4	09/16/13	
24	P-56	SPA	83	0.41	07/22/13	



CITY OF POOLER

100 Southwest Highway 80 Pooler, Georgia 31322 (912) 748-7261 Fax: (912) 330-0987 www.pooler-ga.us

Robert H. Byrd, Jr. - City Manager Steve Scheer - City Attorney

RECEIVED

JUN 1 1 2013

CHATHAM COUNTY PUBLIC WORKS

Robert Drewry, Director Chatham County Department of Public Works and Park Services P.O. Box 8161 Savannah, GA 31412

Re: County-wide Canal Maintenance Program

Dear Mr. Drewry:

June 6, 2013

Enclosed please find the Intergovernmental Agreement which was approved by City Council on June 3rd.

Upon execution by the County, please forward a fully executed copy to my attention for my files.

Thank you for your assistance in this matter.

Sincerely,

Moruhetitands

Maribeth Lindler City Clerk

/ml

Enclosure

Mayor Michael F. Lamb

CITY COUNCIL

Bruce Allen Rebecca C. Benton Shannon Black David M. Burke Mike Royal Stevie E. Wall

STATE OF GEORGIA

COUNTY OF CHATHAM)

)

AGREEMENT

THIS AGREEMENT, made and entered into as of the _____ day of _____, 2013 by and between Chatham County, a political subdivision of the State of Georgia, hereinafter referred to as COUNTY and City of Port Wentworth, a municipal corporation organized and existing under the terms of the State of Georgia, hereinafter referred to as the CITY.

WITNESSETH:

WHEREAS, the Chatham County Board of Commissioners has determined a need for a County Wide Canal Maintenance Program to assist the CITY with the maintenance of the major canals within their city limits; and

WHEREAS, the County Wide Canal Maintenance Program will consist of machine cleaning to remove silt, vegetation, spraying with herbicide to reduce aquatic growth and mowing canal maintenance road; and

WHEREAS, the Chatham County Board of Commissioners has expressed a willingness to continue the County Wide Canal Maintenance Program to assist the CITY; and

WHEREAS, the Chatham County Board of Commissioners has expressed a willingness to participate in a three part maintenance program with the CITY as funds are available and subject to those certain conditions set forth in the agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements, and the benefits to the parties, the CITY and the COUNTY agree as follows:

- The COUNTY shall maintain an inventory of canals to include the name, designation code and mileage. The COUNTY shall execute and provide any revisions that the COUNTY deems necessary to reflect changes in the maintenance of the canal.
- 2. Changes or amendments to the canal inventory must be approved in writing by both parties.

I. Canal Cleaning

1. The COUNTY agrees to clean or remove the debris and vegetation from the designated canals once a year. The COUNTY will provide all labor, materials and equipment to perform the removal of silt, debris and vegetation regardless of character of materials or obstructions encountered in the channel of the canal.

- 2. The COUNTY will secure a utility locate number in accordance to the Georgia Dig Law, if necessary, prior to cleaning a canal's channel where a utility may be in conflict. The COUNTY shall be responsible for all costs involved in the repairing of underground or overhead utilities broke, ruptured or rendered inoperable by the canal cleaning operation. The CITY shall inform the COUNTY of any designated canal listed in its jurisdiction that may have utilities within the right of way of the canal.
- 3. The CITY will provide a clear access to and passage to the canal's maintenance road, which shall include the installation or removal of gates, the locking and unlocking of gates, removal of vehicles or other obstacles, installation or repairing of piped crossings. The CITY shall provide the labor, material and equipment to repair wash outs on the designated canal's slopes and maintenance road.
- 4. Material removed from channel of canal is considered to be the property of the CITY. The CITY will obtain and provide a site for disposal of materials removed from the designated canal. The disposal site shall be within the guidelines of the Georgia Environmental Protection Division. The CITY shall be responsible for all costs to the disposal of materials.

U. Herbicide

- 1. The COUNTY will apply an environmentally acceptable herbicide chemical to the aquatic channel of each designated canal. The COUNTY will provide all labor, materials and equipment to apply the herbicide to the designated canals.
- The COUNTY will insure that the application and handling of any herbicide will be performed under the supervision of staff with a current Georgia Department of Agriculture Pesticide Application License, categories 26 (Aquatic Pest Control) and 27 (Right of Way Pest Control).
- 3. The CITY will provide a clear access to and passage on the canal's maintenance road, which shall include the installation or removal of gates, the locking or unlocking of gates, the removal of vehicles or other obstacles and the installation or repairing of piped crossing.

III. Mowing

 The COUNTY agrees to mow each designated canal's side slopes, access road, and the right-of-ways a minimum of three times per year during the growing season. The COUNTY will provide all labor, material and equipment to cut vegetation on the side slopes, access road and right-of-ways.

IV. Term

The term of this agreement is five (5) years with an annual automatic renewal. This agreement may be terminated within sixty (60) days by either party provided written notice is given. The COUNTY does not expressly or impliedly assume any other additional responsibilities or liabilities arising out of its operation in regard to canal cleaning or the application of herbicide. The laws of the State of Georgia shall govern this Agreement.

IV. No Compensation to COUNTY

COUNTY service rendered pursuant to the County Wide Canal Maintenance Program shall be without charge to the CITY.

V. Responsibility for Expenses and Compensation of Employees

The COUNTY shall compensate its employees during the time of rendering service pursuant to the County Wide Canal Maintenance Program. Such compensation shall include any workers' compensation benefits paid or due for personal injury or death while such employees are engaged in rendering such service.

VI. Liability

Any injury, disability, or death, incurred by any COUNTY employee while rendering service pursuant to the County Wide Canal Maintenance Program shall be deemed to have arisen out of, and to have been sustained in the course of, employment with the COUNTY. If any COUNTY employee, or anyone on his/her behalf, files a claim for workers' compensation benefits against the CITY for any injury claimed to have been sustained while furnishing service pursuant to the County Wide Canal Maintenance Program, the COUNTY shall indemnify, defend, and hold harmless the CITY with respect to such claim at no cost to the CITY.

IN WITNESS WHEREOF, said parties have hereunder set their hands and affixed their seals, the day and year written above.

CITY OF PORT WENTWORTH

BY: 6.6 Mayor ATTEST:

Clerk to Council

BOARD OF COMMISSIONERS CHATHAM COUNTY, GEORGIA BY: Albert J. tt, Chairn ATTES' Janice E. Bocook, Clerk of Commissioners

					CLEANIN				
	CODE	NAME	EQUIP.	MILEAGE	START DATE	DATE	INITIALS	DATE	INITIALS
_					ESTIMATED	COMP	LETION		CTION
	PW - 0	APPLEBY	81	0.14	05/06/15	01/00/00		01/00/00	
7	PW - 67	LITTLE HURST	81	1.14	where the property sector is a sector of the			01/00/00	
8	PW - 68	PHILLIPS	81	0.43					1.7
9	PW - 68A	OXNARD BR	81	0.14				01/00/00	
10	PW - 81	PUMKIN BR	81					01/00/00	0
		I OWININ DR	01	0.2	05/21/15	01/00/00	0	01/00/00	0

CHATHAM COUNTY DEPARTMENT OF PUBLIC WORKS AND PARK SERVICES



Robert W. Drewry Director

William E. Wright Deputy Director

January 8, 2015

Mr. John L. Sawyer, P.E. Bureau Chief, Public Works & Resources P.O. Box 1027 Savannah, GA 31402

Re: Canal Maintenance Agreement

Dear John:

Enclosed you will find an executed Inter-Governmental Agreement with Chatham County for the County-Wide Canal Maintenance program. The Chatham County Board of Commission approved this agreement at their regular meeting on December 19, 2014.

I appreciate your cooperation. If you have any questions or concerns, please let me know.

Sincerely,

Robert W. Drewry

RWD

ENCLOSURE

STATE OF GEORGIA

COUNTY OF CHATHAM)

CANAL MAINTENANCE PROGRAM

AGREEMENT THIS AGREEMENT, made and entered into as of the Aday of December, 2014 by and between Chatham County, a political subdivision of the State of Georgia, hereinafter referred to as COUNTY and City of Savannah, a municipal corporation organized and existing under the terms of the State of Georgia, hereinafter referred to as the CITY.

WITNESSETH:

WHEREAS, the Chatham County Board of Commissioners has determined a need for a County Wide Canal Maintenance Program to assist the CITY with the maintenance of the major canals within their city limits; and

WHEREAS, the County Wide Canal Maintenance Program will consist of machine cleaning to remove silt, vegetation, spraying with herbicide to reduce aquatic growth and mowing canal maintenance road; and

WHEREAS, the Chatham County Board of Commissioners has expressed a willingness to continue the County Wide Canal Maintenance Program to assist the CITY; and

WHEREAS, the Chatham County Board of Commissioners has expressed the willingness to participate in a three part maintenance program with the CITY as funds are available and subject to those certain conditions set forth in the agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements, and the benefits to the parties, the CITY and the COUNTY agree as follows:

- The COUNTY shall maintain an inventory of canals to include the name, designation code and mileage. The COUNTY shall execute and provide any revisions that the COUNTY deems necessary to reflect changes in the maintenance of the canal.
- 2. Changes or amendments to the canal inventory must be approved in writing by both parties.
- 3. At the time of this agreement, the right-of-way of the Savannah and Ogeechee Canal is owned by the CITY and between Little Neck Road and State Route Highway 204 parallel to Bush Road functions as a drainage structure and therefore incorporated in the CITY's municipal separate storm sewer system. The COUNTY agrees to incorporate and include the Savannah and Ogeechee Canal as described into the inventory of the canals and therefore, into the provisions of this Canal Maintenance Program agreement.

I. Canal Cleaning

- 1. The COUNTY agrees to clean or remove the debris and vegetation from the designated canals once a year. The COUNTY will provide all labor, materials and equipment to perform the removal of silt, debris and vegetation regardless of character of materials or obstructions encountered in the channel of the canal.
- 2. The COUNTY will secure a utility locate number in accordance to the Georgia Dig Law, if necessary, prior to cleaning a canal's channel where a utility may be in conflict. The COUNTY shall be responsible for all costs involved in the repairing of underground or overhead utilities broke, ruptured or rendered inoperable by the canal cleaning operation. The CITY shall inform the COUNTY of any designated canal listed in its jurisdiction that may have utilities within the right of way of the canal.
- 3. The CITY will provide a clear access to and passage to the canal's maintenance road, which shall include the installation or removal of gates, the locking and unlocking of gates, removal of vehicles or other obstacles, installation or repairing of piped crossings. The CITY shall provide the labor, material and equipment to repair wash outs on the designated canal's slopes and maintenance road.
- 4. Material removed from channel of canal is considered to be the property of the CITY. The CITY will obtain and provide a site for disposal of materials removed from the designated canal. The disposal site shall be within the guidelines of the Georgia Environmental Protection Division. The CITY shall be responsible for all Costs to the disposal of materials.

II. <u>Herbicide</u>

- 1. The COUNTY will apply an environmentally acceptable herbicide chemical to the channel of each designated canal. The COUNTY will provide all labor, materials and equipment to apply the herbicide to the designated canals.
- 2. The COUNTY will insure that the application and handling of any herbicide will be under the supervision of staff with a current Georgia Department of Agriculture Pesticide Application License, categories 26 (Aquatic Pest Control) and 27 (Right of Way Pest Control).
- 3. The CITY will provide a clear access to and passage on the canal's maintenance road, which shall include the installation or removal of gates, the locking or unlocking of gates, the removal of vehicles or other obstacles and the installation or repairing of piped crossing.

III. <u>Term</u>

The term of this agreement is five (5) years with an annual automatic renewal. This agreement may be terminated within sixty (60) days by either party provided written notice is given. The COUNTY does not expressly or impliedly assume any other additional responsibilities or liabilities arising out of its operation in regard to canal cleaning or the

application of herbicide. The laws of the State of Georgia shall govern this Agreement.

IV. No Compensation to COUNTY

COUNTY service rendered pursuant to the County Wide Canal Maintenance Program Shall be without charge to the CITY.

V. <u>Responsibility for Expenses and Compensation of Employees</u>

The COUNTY shall compensate its employees during the time of rendering service pursuant to the County Wide Canal Maintenance Program. Such compensation shall include any workers' compensation benefits paid or due for personal injury or death while such employees are engaged in rendering such service.

VI. Liability

1.

Any injury, disability, or death, incurred by any COUNTY employee while rendering service pursuant to the County Wide maintenance Program shall be deemed to have arisen out of, and to have been sustained in the course of, employment with the COUNTY. If any COUNTY employee, or anyone on his/her behalf, files a claim for workers' compensation benefits against the CITY for any injury claimed to have been sustained while furnishing service pursuant to the County Wide maintenance Program, the COUNTY shall indemnify, defend, and hold harmless the CITY with respect to such claim at no cost to the CITY.

IN WITNESS WHEREOF, said parties have hereunder set their hands and affixed their seals, the day and year written above.

CITY OF SAVANNAH

Stephanie Cutter, Øity Manager

ATTEST: Dyanne Reese, Clerk of Counc

BOARD OF COMMISSIONERS CHATHAM COUNTY, GEORGIA

BY: Albert. cott, Chairman

ATTES nice E. Bocook Clerk of Commissioners

				CANAL	CLEANIN	IG			
	1			SA	VANNAH				
	CODE	NAME	EQUIP.	MILEAGE	START DATE	DATE	INITIALS	DATE	INITIALS
					ESTIMATED		LETION		CTION
	S - 77	CHIPPEWA	83	0.71	05/13/1				
-	S - 2	KAYTON	83	0.97	05/13/19				
	S - 39	S & O	83	0.95		01/00/00			
	S - 45	RED GATE	81	0.40		01/00/00	0		
	S - 45	RED GATE	83	0.26		01/00/00	0		
	S - 58	DUNDEE	83	0.67		01/00/00	0		
-	S - 75	SPRINGFIELD	83	0.90	the second s	01/00/00	0		(
	S - 75	SPRINGFIELD	83	2.23		01/00/00	0	01/00/00	(
	S - 75A	MUSGROVE	83	1.42	the second s	01/00/00	0	01/00/00	(
	S - 76	CASEY	83	2.32	and the second se	01/00/00	0	01/00/00	(
_	S - 76A	POSSUM	83	1.04		01/00/00	0	01/00/00	(
	S - 76B	HAMPSTEAD	83	1.04		01/00/00	0	01/00/00	
_	S - 78	WILSHIRE	83	0.94	07/08/15		0	01/00/00	C
	S - 79	WINDSOR	83	2.58	07/15/15		0	01/00/00	
	S - 1	JONES	83	0.35	the second se	01/00/00	0	01/00/00	0
_	S - 37	CHEVIS END	84	0.77	06/17/15		0	01/00/00	0
11 9	S - 37A	CHEVIS END BR	81	0.06	05/28/15	the second se	0	01/00/00	0
	S - 37B	CHEVIS END BR	81	0.05	05/28/15		0	01/00/00	0
20 5	S - 39A	S&O BR	83	0.18	07/15/15		0	01/00/00	0
28 5	S - 54	PIPE MAKERS	84	3.10	06/24/15			01/00/00	0
36 5	S - 54D	GULFSTREAM	84	0.49	05/28/15			01/00/00	0
25 5	S - 56	SPA	83	0.90	07/22/15			01/00/00	0
65	S - 56A	SPA	83	0.34	07/22/15			01/00/00	0
7 S	5 - 56B	SPA	83	0.16	07/29/15			01/00/00	0
9 S	5 - 56C	SPA	83	0.30	07/29/15			01/00/00	0
1 S	5 - 56D	SPA	83	0.11	07/29/15			01/00/00	0
2 S	5 - 56E	SPA	83	0.10	08/05/15		and the second se	01/00/00	0
5 S	5 - 56F	SPA N.	83	0.40	08/12/15	the second se			0
6 S	- 56G	SPA N.	83	0.24	08/19/15		and the second se	01/00/00	0
7 S	- 56H	SPA N.	83	0.17	08/19/15	01/00/00		01/00/00	0
8 S	- 561	SPA N.	83	0.16	08/19/15			01/00/00	0
	- 56J	SPA N.	83	0.16	08/26/15			01/00/00	0
0 5	- 57	HARDIN	83	1.65	09/03/15			01/00/00	0
-	- 76	CASEY	83	3.04	09/03/15			01/00/00	0
3 S	- 77A	HARMON	83	0.85	08/19/15			01/00/00	0
	- 39	BUSH RD (S&O)	84	2.52		01/00/00		01/00/00	0

				CANAL	CLEANIN	IG			
	1			SA	VANNAH				
	CODE	NAME	EQUIP.	MILEAGE	START DATE	DATE	INITIALS	DATE	INITIALS
					ESTIMATED		LETION		CTION
	S - 77	CHIPPEWA	83	0.71	05/13/1				
-	S - 2	KAYTON	83	0.97	05/13/19				
	S - 39	S & O	83	0.95		01/00/00			
	S - 45	RED GATE	81	0.40		01/00/00	0		
	S - 45	RED GATE	83	0.26		01/00/00	0		
	S - 58	DUNDEE	83	0.67		01/00/00	0		
-	S - 75	SPRINGFIELD	83	0.90	the second s	01/00/00	0		(
	S - 75	SPRINGFIELD	83	2.23		01/00/00	0	01/00/00	(
	S - 75A	MUSGROVE	83	1.42	the second s	01/00/00	0	01/00/00	(
	S - 76	CASEY	83	2.32	and the second se	01/00/00	0	01/00/00	(
_	S - 76A	POSSUM	83	1.04		01/00/00	0	01/00/00	(
	S - 76B	HAMPSTEAD	83	1.04		01/00/00	0	01/00/00	
_	S - 78	WILSHIRE	83	0.94	07/08/15		0	01/00/00	C
	S - 79	WINDSOR	83	2.58	07/15/15		0	01/00/00	
	S - 1	JONES	83	0.35	the second se	01/00/00	0	01/00/00	0
_	S - 37	CHEVIS END	84	0.77	06/17/15		0	01/00/00	0
11 9	S - 37A	CHEVIS END BR	81	0.06	05/28/15	the second se	0	01/00/00	0
	S - 37B	CHEVIS END BR	81	0.05	05/28/15		0	01/00/00	0
20 5	S - 39A	S&O BR	83	0.18	07/15/15		0	01/00/00	0
28 5	S - 54	PIPE MAKERS	84	3.10	06/24/15			01/00/00	0
36 5	S - 54D	GULFSTREAM	84	0.49	05/28/15			01/00/00	0
25 5	S - 56	SPA	83	0.90	07/22/15			01/00/00	0
65	S - 56A	SPA	83	0.34	07/22/15			01/00/00	0
7 S	5 - 56B	SPA	83	0.16	07/29/15			01/00/00	0
9 S	5 - 56C	SPA	83	0.30	07/29/15			01/00/00	0
1 S	5 - 56D	SPA	83	0.11	07/29/15			01/00/00	0
2 S	5 - 56E	SPA	83	0.10	08/05/15		and the second se	01/00/00	0
5 S	5 - 56F	SPA N.	83	0.40	08/12/15	the second se			0
6 S	- 56G	SPA N.	83	0.24	08/19/15		and the second se	01/00/00	0
7 S	- 56H	SPA N.	83	0.17	08/19/15	01/00/00		01/00/00	0
8 S	- 561	SPA N.	83	0.16	08/19/15		the second se	01/00/00	0
	- 56J	SPA N.	83	0.16	08/26/15			01/00/00	0
0 5	- 57	HARDIN	83	1.65	09/03/15			01/00/00	0
-	- 76	CASEY	83	3.04	09/03/15			01/00/00	0
3 S	- 77A	HARMON	83	0.85	08/19/15			01/00/00	0
	- 39	BUSH RD (S&O)	84	2.52		01/00/00		01/00/00	0

STATE OF GEORGIA

COUNTY OF CHATHAM)

)

AGREEMENT

THIS AGREEMENT, made and entered into as of the <u>June</u> day of <u>12th</u>, 2013 by and between Chatham County, a political subdivision of the State of Georgia, hereinafter referred to as **COUNTY** and **TOWN of THUNDERBOL**T, a municipal corporation organized and existing under the terms of the State of Georgia, hereinafter referred to as the **TOWN**.

WITNESSETH:

WHEREAS, the Chatham County Board of Commissioners has determined a need for a County Wide Canal Maintenance Program to assist the TOWN with the maintenance of the major canals within their TOWN limits; and

WHEREAS, the County Wide Canal Maintenance Program will consist of machine cleaning to remove silt, vegetation, spraying with herbicide to reduce aquatic growth and mowing canal maintenance road; and

WHEREAS, the Chatham County Board of Commissioners has expressed a willingness to continue the County Wide Canal Maintenance Program to assist the TOWN; and

WHEREAS, the Chatham County Board of Commissioners has expressed a willingness to participate in a three part maintenance program with the TOWN as funds are available and subject to those certain conditions set forth in the agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements, and the benefits to the parties, the TOWN and the COUNTY agree as follows:

- 1. The COUNTY shall maintain an inventory of canals to include the name, designation code and mileage. The COUNTY shall execute and provide any revisions that the COUNTY deems necessary to reflect changes in the maintenance of the canal.
- Changes or amendments to the canal inventory must be approved in writing by both parties.

I. <u>Canal Cleaning</u>

1. The COUNTY agrees to clean or remove the debris and vegetation from the designated canals once a year. The COUNTY will provide all labor, materials and equipment to perform the removal of silt, debris and vegetation regardless of character of materials or obstructions encountered in the channel of the canal.

- 2. The COUNTY will secure a utility locate number in accordance to the Georgia Dig Law, if necessary, prior to cleaning a canal's channel where a utility may be in conflict. The COUNTY shall be responsible for all costs involved in the repairing of underground or overhead utilities broke, ruptured or rendered inoperable by the canal cleaning operation. The TOWN shall inform the COUNTY of any designated canal listed in its jurisdiction that may have utilities within the right of way of the canal.
- 3. The TOWN will provide a clear access to and passage to the canal's maintenance road, which shall include the installation or removal of gates, the locking and unlocking of gates, removal of vehicles or other obstacles, installation or repairing of piped crossings. The TOWN shall provide the labor, material and equipment to repair wash outs on the designated canal's slopes and maintenance road.
- 4. Material removed from channel of canal is considered to be the property of the TOWN. The TOWN will obtain and provide a site for disposal of materials removed from the designated canal. The disposal site shall be within the guidelines of the Georgia Environmental Protection Division. The TOWN shall be responsible for all costs to the disposal of materials.

II. Herbicide

- 1. The COUNTY will apply an environmentally acceptable herbicide chemical to the aquatic channel of each designated canal. The COUNTY will provide all labor, materials and equipment to apply the herbicide to the designated canals.
- 2. The COUNTY will insure that the application and handling of any herbicide will be performed under the supervision of staff with a current Georgia Department of Agriculture Pesticide Application License, categories 26 (Aquatic Pest Control) and 27 (Right of Way Pest Control).
- 3. The TOWN will provide a clear access to and passage on the canal's maintenance road, which shall include the installation or removal of gates, the locking or unlocking of gates, the removal of vehicles or other obstacles and the installation or repairing of piped crossing.

III. Mowing

1. The COUNTY agrees to mow each designated canal's side slopes, access road, and right-of-ways a minimum of three times per year during the growing season. The COUNTY will provide all labor, material and equipment to cut vegetation on the side slopes, access road and right-of-ways.

IV. <u>Term</u>

The term of this agreement is five (5) years with an annual automatic renewal. This agreement may be terminated within sixty (60) days by either party provided written notice is given. The COUNTY does not expressly or impliedly assume any other additional responsibilities or liabilities arising out of its operation in regard to canal cleaning or the application of herbicide. The laws of the State of Georgia shall govern this Agreement.

V. <u>No Compensation to COUNTY</u>

COUNTY service rendered pursuant to the County Wide Canal Maintenance Program shall be without charge to the TOWN.

VI. <u>Responsibility for Expenses and Compensation of Employees</u>

The COUNTY shall compensate its employees during the time of rendering service pursuant to the County Wide Canal Maintenance Program. Such compensation shall include any workers' compensation benefits paid or due for personal injury or death while such employees are engaged in rendering such service.

VII. Liability

Any injury, disability, or death, incurred by any COUNTY employee while rendering service pursuant to the County Wide Canal Maintenance Program shall be deemed to have arisen out of, and to have been sustained in the course of, employment with the COUNTY. If any COUNTY employee, or anyone on his/her behalf, files a claim for workers' compensation benefits against the TOWN for any injury claimed to have been sustained while furnishing service pursuant to the County Wide Canal Maintenance Program, the COUNTY shall indemnify, defend, and hold harmless the TOWN with respect to such claim at no cost to the TOWN.

IN WITNESS WHEREOF, said parties have hereunder set their hands and affixed their seals, the day and year written above.

TOWN OF THUNDERBOLT

BY: Administra n John Cheeks, Sr Councilman. ATTEST: Clerk to Council

BOARD OF COMMISSIONERS CHATHAM COUNTY, GEORGIA BY: Albert Scott, Chairman

15 4 ATTEST: Janice E. Bocook, **Clerk of Commissioners**

			CANA	L CLEANIN	IG			
	T		THU	NDERBOL ⁻	Г			
CODE	NAME	EQUIP.	MILEAGE	START DATE	DATE	INITIALS	DATE	INITIALS
				ESTIMATED	COMP	LETION		
T - 15		83	0.95	09/03/15	01/00/00	0		
T - 15	PLACENTIA	83	0.72	And the second state of the local day is the second state of the s				Carden in the second
T - 15A	DOWNING N	82	0.14	the second se		K		
T - 15B	DOWNING S	82	0.1	And a second				
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STATE OF GEORGIA

COUNTY OF CHATHAM

AGREEMENT

THIS AGREEMENT, made and entered into as of the _____ day of _____, 2013 by and between Chatham County, a political subdivision of the State of Georgia, hereinafter referred to as COUNTY and City of Tybee Island, a municipal corporation organized and existing under the terms of the State of Georgia, hereinafter referred to as the CITY.

WITNESSETH:

WHEREAS, the Chatham County Board of Commissioners has determined a need for a County Wide Canal Maintenance Program to assist the CITY with the maintenance of the major canals within their city limits; and

WHEREAS, the County Wide Canal Maintenance Program will consist of machine cleaning to remove silt, vegetation, spraying with herbicide to reduce aquatic growth and mowing canal maintenance road; and

WHEREAS, the Chatham County Board of Commissioners has expressed a willingness to continue the County Wide Canal Maintenance Program to assist the CITY; and

WHEREAS, the Chatham County Board of Commissioners has expressed a willingness to participate in a three part maintenance program with the CITY as funds are available and subject to those certain conditions set forth in the agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements, and the benefits to the parties, the CITY and the COUNTY agree as follows:

- 1. The COUNTY shall maintain an inventory of canals to include the name, designation code and mileage. The COUNTY shall execute and provide any revisions that the COUNTY deems necessary to reflect changes in the maintenance of the canal.
- 2. Changes or amendments to the canal inventory must be approved in writing by both parties.

I. <u>Canal Cleaning</u>

1. The COUNTY agrees to clean or remove the debris and vegetation from the designated canals once a year. The COUNTY will provide all labor, materials and equipment to perform the removal of silt, debris and vegetation regardless of character of materials or obstructions encountered in the channel of the canal.

- 2. The COUNTY will secure a utility locate number in accordance to the Georgia Dig Law, if necessary, prior to cleaning a canal's channel where a utility may be in conflict. The COUNTY shall be responsible for all costs involved in the repairing of underground or overhead utilities broke, ruptured or rendered inoperable by the canal cleaning operation. The CITY shall inform the COUNTY of any designated canal listed in its jurisdiction that may have utilities within the right of way of the canal.
- 3. The CITY will provide a clear access to and passage to the canal's maintenance road, which shall include the installation or removal of gates, the locking and unlocking of gates, removal of vehicles or other obstacles, installation or repairing of piped crossings. The CITY shall provide the labor, material and equipment to repair wash outs on the designated canal's slopes and maintenance road.
- 4. Material removed from channel of canal is considered to be the property of the CITY. The CITY will obtain and provide a site for disposal of materials removed from the designated canal. The disposal site shall be within the guidelines of the Georgia Environmental Protection Division. The CITY shall be responsible for all costs to the disposal of materials.

II. <u>Herbicide</u>

- 1. The COUNTY will apply an environmentally acceptable herbicide chemical to the aquatic channel of each designated canal. The COUNTY will provide all labor, materials and equipment to apply the herbicide to the designated canals.
- 2. The COUNTY will insure that the application and handling of any herbicide will be performed under the supervision of staff with a current Georgia Department of Agriculture Pesticide Application License, categories 26 (Aquatic Pest Control) and 27 (Right of Way Pest Control).
- 3. The CITY will provide a clear access to and passage on the canal's maintenance road, which shall include the installation or removal of gates, the locking or unlocking of gates, the removal of vehicles or other obstacles and the installation or repairing of piped crossing.

III. Mowing

 The COUNTY agrees to mow each designated canal's side slopes, access road, and right-of-ways a minimum of three times per year during the growing season. The COUNTY will provide all labor, material and equipment to cut vegetation on the side slopes, access road and right-of-ways. 2. The CITY will provide the COUNTY, sixty (60) days after this agreement commences, a markup of each canal showing the location of any unmovable obstacles such as raised manholes and utilities that may be damaged by or cause damage to the mowing equipment. The CITY will provide a clear access to and passage on the canal's maintenance road, which shall include the installation and removal of gates, the locking or unlocking of gates, the removal of vehicles or other obstacles and the installation or repairing of piped crossings.

IV. <u>Term</u>

The term of this agreement is three (5) years with an annual automatic renewal. This agreement may be terminated within sixty (60) days by either party provided written notice is given. The COUNTY does not expressly or impliedly assume any other additional responsibilities or liabilities arising out of its operation in regard to canal cleaning or the application of herbicide or mowing. The laws of the State of Georgia shall govern this Agreement.

V. <u>No Compensation to COUNTY</u>

COUNTY service rendered pursuant to the County Wide Canal Maintenance Program shall be without charge to the CITY.

VI. <u>Responsibility for Expenses and Compensation of Employees</u>

The COUNTY shall compensate its employees during the time of rendering service pursuant to the County Wide Canal Maintenance Program. Such compensation shall include any workers' compensation benefits paid or due for personal injury or death while such employees are engaged in rendering such service.

VII. Liability

Any injury, disability, or death, incurred by any COUNTY employee while rendering service pursuant to the County Wide Canal Maintenance Program shall be deemed to have arisen out of, and to have been sustained in the course of, employment with the COUNTY. If any COUNTY employee, or anyone on his/her behalf, files a claim for workers' compensation benefits against the CITY for any injury claimed to have been sustained while furnishing service pursuant to the County Wide Canal Maintenance Program, the COUNTY shall indemnify, defend, and hold harmless the CITY with respect to such claim at no cost to the CITY.

IN WITNESS WHEREOF, said parties have hereunder set their hands and affixed their seals, the day and year written above.

CITY OF TYBEE ISLAND

3

BY: Mayor

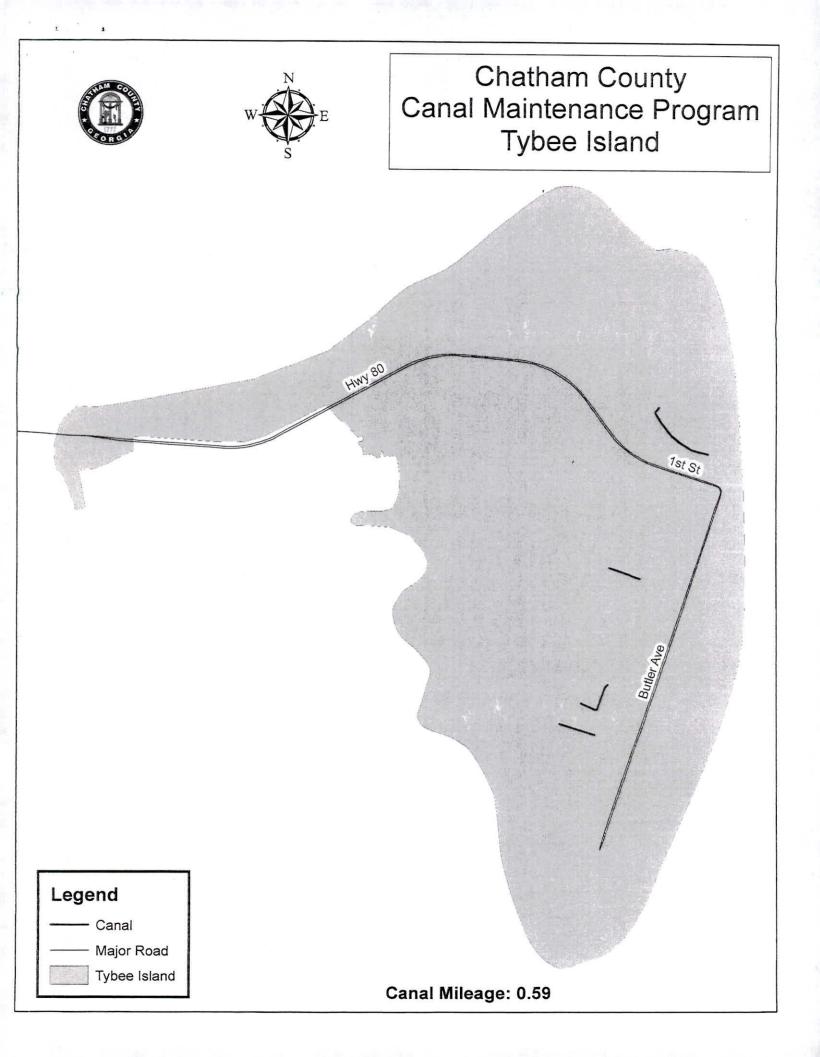
lle ATTEST:

Clerk to Council

ABPRULLO as to form Cito allor

CHATHAM COUNTY, GEORGIA BY: Scott, Chairman ATTEST Janice P. Bocook. Clerk of Commissioner POS

BOARD OF COMMISSIONERS



	CANAL CLEANING TYBEE ISLAND														
	CODE NAME EQUIP. MILEAGE START DATE DATE INITIALS DATE INITIALS														
						ESTIMATED	COMPLETION		INSPECTION						
40	TI -	1	SOLOMON	82	0.2	08/26/13									
79	TI -	2	6TH	82	0.15	08/26/13									
80	TI -	4	10TH	82	0.1	09/03/13									
81	TI -	5	12TH	82	0.14	09/03/13									

Emergency Operations Plan Signature Page As authorized government officials, we understand and agree to the requirements of this Emergency Operations Plan and the Georgia Emergency Management Act of 1981, as amended.

Chairman, County Commission,

Chatham County

<u>12-7-12</u> Date

Mayor, Savannah	Date
Mayor, City of Garden City	Date
Mayor, City of Pooler	Date
Mayor, City of Tybee	Date
Mayor, City of Thunderbolt	Date
Mayor, City of Port Wentworth	Date
Mayor, City of Bloomingdale	Date

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (hereinafter "Agreement") is made and entered into this _____ day of _____, 2012, by **Chatham County**, a political subdivision of the State of Georgia (hereinafter "County"), and the **Mayor and Council of the City of XXX**(hereinafter "XXX"), a municipal corporation organized under the laws of the State of Georgia.

WITNESSETH:

WHEREAS, on September 17, 2012, the County amended its Emergency Management Ordinance of Chatham County ("Emergency Management Ordinance") to define "emergency", to provide for a declaration of emergency, to provide for a curfew and re-entry restrictions during periods of emergency, to provide for building permits during periods of emergency, to provide for temporary housing during periods of emergency, to allow for emergency business licenses during periods of emergency, to prevent price gouging, and for other related purposes; and

WHERAS, "emergency" is defined under Section 4-304 of the Emergency Management Ordinance as any extraordinary condition in which there exists the threat or actual occurrence of a disaster or event, including "energy emergency" as defined in the Georgia Emergency Management Act and any amendments thereto, which may result in the large scale loss of life, injury, property damage or destruction, or in the major disruption of routine community affairs or business and government operations, and is of sufficient severity and magnitude to warrant extraordinary assistance by CEMA and other Chatham County departments and other agencies to supplement the efforts of available public and private resources; and

WHEREAS, the <u>Chatham County Emergency Operations Plan</u> shall become operative upon a declaration of emergency; and

WHEREAS, the Emergency Management Ordinance applies in the unincorporated area of the County; and

WHEREAS, Article 9, § 3 \P 1(a) of the Georgia Constitution authorized the County to enter into intergovernmental agreements with municipalities.

NOW, THEREFORE, in consideration of the premises, the County and XXX agree as follows:

1. XXX agrees that upon a declaration of emergency by the Chairman or Vice Chairman of the Chatham County Board of Commissioners, the Emergency Management Ordinance and the <u>Chatham County Emergency Operations Plan</u> shall apply and be effective within the territorial limits of XXX until the declaration of emergency has terminated, provided

that the declared emergency impacts or has the capability of causing an impact within the territorial limits of XXX.

- 2. The County and XXX agree that upon declaration of emergency, the police and Sheriff shall enforce the Emergency Management Ordinance within the territorial limits of their jurisdiction.
- 3. The term of this Agreement shall be for 25 years.
- 4. This Agreement shall be construed and interpreted in accordance with Georgia law.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals, the day and year first above written.

CHATHAM COUNTY, GEORGIA

BY: Chairman

Chatham County Commission

ΒÝ Chatham County Commission

[SEAL]

MAYOR AND COUNCIL OF THE CITY OF XXX

BY: _____

Mayor

ATTEST: _____ Clerk of Council

[SEAL]

NIMS Agreement Chatham County, Georgia

WHEREAS, Federal Homeland Security Presidential Directive (HSPD) 5 establishes the National Incident Management System (NIMS); and

WHEREAS, NIMS establishes a single, comprehensive approach to domestic incident management to ensure that all levels of government across the nation have the capability to work efficiently and effectively together using a national approach to domestic incident management; and

WHEREAS, NIMS provides a consistent nationwide approach for federal, state and local governments to work together to prepare for and respond to, and recover from domestic incidents regardless of the cause, size or complexity; and

WHEREAS, NIMS provides for interoperability and compatibility among federal, state and local capabilities and includes a core set of concepts, principles, terminology and technologies covering the Incident Command System, Unified Command, training, management of resources and reporting; and

WHEREAS, as Federal departments and agencies shall make adoption of the NIMS a requirement for providing federal preparedness assistance through grants, contracts or other activities to local governments; and

WHEREAS, the State of Georgia has enacted through law (O.C.G.A 39-3-57) that all local public safety and emergency response organizations, including emergency management agencies, fire departments and emergency medial services, shall implement the standardized unified incident command system and that those agencies that do not establish such a system shall not be eligible for state reimbursement for any response or recover related expenses;

Be it therefore resolved that the County of Chatham, State of Georgia hereby adopts the National Incident Management System (NIMS) as established under HSPD 5 and Unified Command system as established under O.C.G.A 38-3-57 as its system of preparing for and responding to disaster incidents and directs all incident managers and response organization in Chatham County to train in and use these systems in their response operations.

* BO, 1,7 day of December, 2012 This the

Chairman; Chatham County Georgia

21 # \$213) Marine

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (hereinafter "Agreement") is made and entered into this 16° day of Mach, 2013, by **Chatham County**, a political subdivision of the State of Georgia (hereinafter "County"), and the **Mayor and Council of the City of Pooler**(hereinafter "Pooler"), a municipal corporation organized under the laws of the State of Georgia.

WITNESSETH:

WHEREAS, on September 17, 2012, the County amended its Emergency Management Ordinance of Chatham County ("Emergency Management Ordinance") to define "emergency", to provide for a declaration of emergency, to provide for a curfew and re-entry restrictions during periods of emergency, to provide for building permits during periods of emergency, to provide for temporary housing during periods of emergency, to allow for emergency business licenses during periods of emergency, to prevent price gouging, and for other related purposes; and

WHERAS, "emergency" is defined under Section 4-304 of the Emergency Management Ordinance as any extraordinary condition in which there exists the threat or actual occurrence of a disaster or event, including "energy emergency" as defined in the Georgia Emergency Management Act and any amendments thereto, which may result in the large scale loss of life, injury, property damage or destruction, or in the major disruption of routine community affairs or business and government operations, and is of sufficient severity and magnitude to warrant extraordinary assistance by CEMA and other Chatham County departments and other agencies to supplement the efforts of available public and private resources; and

WHEREAS, the <u>Chatham County Emergency Operations Plan</u> shall become operative upon a declaration of emergency; and

WHEREAS, the Emergency Management Ordinance applies in the unincorporated area of the County; and

WHEREAS, Article 9, § 3 \P 1(a) of the Georgia Constitution authorized the County to enter into intergovernmental agreements with municipalities.

NOW, THEREFORE, in consideration of the premises, the County and Pooler agree as follows:

1. Pooler agrees that upon a declaration of emergency by the Chairman or Vice Chairman of the Chatham County Board of Commissioners, the Emergency Management Ordinance and the <u>Chatham County Emergency Operations Plan</u> shall apply and be effective within the territorial limits of Pooler until the declaration of emergency has terminated, provided

that the declared emergency impacts or has the capability of causing an impact within the territorial limits of Pooler.

- 2. The County and Pooler agree that upon declaration of emergency, the police and Sheriff shall enforce the Emergency Management Ordinance within the territorial limits of their jurisdiction.
- 3. The term of this Agreement shall be for 25 years.

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4. This Agreement shall be construed and interpreted in accordance with Georgia law.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals, the day and year first above written.

CHATHAM COUNTY, GEORGIA

BY: Al Scott, Chairman

Chatham County Commission

BY Clerk Chatham County Commission

[SEAL]

MAYOR AND COUNCIL OF THE CITY OF POOLER

<u>Tike Imb</u> Mike Lamb, Mayor BY:

ATTEST

Clerk of Council

[SEAL]

Emergency Operations Plan Signature Page

As authorized government officials, we understand and agree to the requirements of this Emergency Operations Plan and the Georgia Emergency Management Act of 1981, as amended.

Chairman, County Commission,

Chairman, County Commission, Chairman County

1-12 Date

Mayor, Savannah

Date

Mayor, City of Garden City

Date 3-18-13

Mayor, City of Pooler

Mayor, City of Tybee

Mayor, City of Thunderbolt

Mayor, City of Port Wentworth

Mayor, City of Bloomingdale

Date Date Date Date

Date

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (hereinafter "Agreement") is made and entered into this 16^{th} day of 100^{th} , 2013, by **Chatham County**, a political subdivision of the State of Georgia (hereinafter "County"), and the **Mayor and Council of the City of Pooler**(hereinafter "Pooler"), a municipal corporation organized under the laws of the State of Georgia.

WITNESSETH:

WHEREAS, on September 17, 2012, the County amended its Emergency Management Ordinance of Chatham County ("Emergency Management Ordinance") to define "emergency", to provide for a declaration of emergency, to provide for a curfew and re-entry restrictions during periods of emergency, to provide for building permits during periods of emergency, to provide for temporary housing during periods of emergency, to allow for emergency business licenses during periods of emergency, to prevent price gouging, and for other related purposes; and

WHERAS, "emergency" is defined under Section 4-304 of the Emergency Management Ordinance as any extraordinary condition in which there exists the threat or actual occurrence of a disaster or event, including "energy emergency" as defined in the Georgia Emergency Management Act and any amendments thereto, which may result in the large scale loss of life, injury, property damage or destruction, or in the major disruption of routine community affairs or business and government operations, and is of sufficient severity and magnitude to warrant extraordinary assistance by CEMA and other Chatham County departments and other agencies to supplement the efforts of available public and private resources; and

WHEREAS, the <u>Chatham County Emergency Operations Plan</u> shall become operative upon a declaration of emergency; and

WHEREAS, the Emergency Management Ordinance applies in the unincorporated area of the County; and

WHEREAS, Article 9, § 3 \P 1(a) of the Georgia Constitution authorized the County to enter into intergovernmental agreements with municipalities.

NOW, THEREFORE, in consideration of the premises, the County and Pooler agree as follows:

1. Pooler agrees that upon a declaration of emergency by the Chairman or Vice Chairman of the Chatham County Board of Commissioners, the Emergency Management Ordinance and the <u>Chatham County Emergency Operations Plan</u> shall apply and be effective within the territorial limits of Pooler until the declaration of emergency has terminated, provided

that the declared emergency impacts or has the capability of causing an impact within the territorial limits of Pooler.

- 2. The County and Pooler agree that upon declaration of emergency, the police and Sheriff shall enforce the Emergency Management Ordinance within the territorial limits of their jurisdiction.
- 3. The term of this Agreement shall be for 25 years.
- 4. This Agreement shall be construed and interpreted in accordance with Georgia law.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals, the day and year first above written.

CHATHAM COUNTY, GEORGIA

BY: ______Al Scott, Chairman Chatham County Commission

BY: Clerk

Chatham County Commission

[SEAL]

MAYOR AND COUNCIL OF THE CITY OF POOLER

BY: <u>Mike Lamb</u>, Mayor EST: Marbett Jelg

ATTEST

[SEAL]

NIMS Agreement City of Pooler, Georgia

WHEREAS, Federal Homeland Security Presidential Directive (HSPD) 5 establishes the National Incident Management System (NIMS); and

WHEREAS, NIMS establishes a single, comprehensive approach to domestic incident management to ensure that all levels of government across the nation have the capability to work efficiently and effectively together using a national approach to domestic incident management; and

WHEREAS, NIMS provides a consistent nationwide approach for federal, state and local governments to work together to prepare for and respond to, and recover from domestic incidents regardless of the cause, size or complexity; and

WHEREAS, NIMS provides for interoperability and compatibility among federal, state and local capabilities and includes a core set of concepts, principles, terminology and technologies covering the Incident Command System, Unified Command, training, management of resources and reporting; and

WHEREAS, as Federal departments and agencies shall make adoption of the NIMS a requirement for providing federal preparedness assistance through grants, contracts or other activities to local governments; and

WHEREAS, the State of Georgia has enacted through law (O.C.G.A 39-3-57) that all local public safety and emergency response organizations, including emergency management agencies, fire departments and emergency medial services, shall implement the standardized unified incident command system and that those agencies that do not establish such a system shall not be eligible for state reimbursement for any response or recover related expenses;

Be it therefore resolved that the City of Pooler, County of Chatham, State of Georgia hereby adopts the National Incident Management System (NIMS) as established under HSPD 5 and Unified Command system as established under O.C.G.A 38-3-57 as its system of preparing for and responding to disaster incidents and directs all incident managers and response organization in the City of Pooler to train in and use these systems in their response operations.

This the 18 day of March Mayor, City of Pooler Georgia

Attest: Maribeth Lindler, City Clerk

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INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (hereinafter "Agreement") is made and entered into this <u>18</u> th day of <u>March</u>, 2013, by **Chatham County**, a political subdivision of the State of Georgia (hereinafter "County"), and the **Mayor and Council of the City of Bloomingdale** (hereinafter "Bloomingdale"), a municipal corporation organized under the laws of the State of Georgia.

WITNESSETH:

WHEREAS, on September 17, 2012, the County amended its Emergency Management Ordinance of Chatham County ("Emergency Management Ordinance") to define "emergency", to provide for a declaration of emergency, to provide for a curfew and re-entry restrictions during periods of emergency, to provide for building permits during periods of emergency, to provide for temporary housing during periods of emergency, to allow for emergency business licenses during periods of emergency, to prevent price gouging, and for other related purposes; and

WHERAS, "emergency" is defined under Section 4-304 of the Emergency Management Ordinance as any extraordinary condition in which there exists the threat or actual occurrence of a disaster or event, including "energy emergency" as defined in the Georgia Emergency Management Act and any amendments thereto, which may result in the large scale loss of life, injury, property damage or destruction, or in the major disruption of routine community affairs or business and government operations, and is of sufficient severity and magnitude to warrant extraordinary assistance by CEMA and other Chatham County departments and other agencies to supplement the efforts of available public and private resources; and

WHEREAS, the <u>Chatham County Emergency Operations Plan</u> shall become operative upon a declaration of emergency; and

WHEREAS, the Emergency Management Ordinance applies in the unincorporated area of the County; and

WHEREAS, Article 9, § 3 1(a) of the Georgia Constitution authorized the County to enter into intergovernmental agreements with municipalities.

NOW, THEREFORE, in consideration of the premises, the County and Pt. Wentworth agree as follows:

I. Bloomingdale agrees that upon a declaration of emergency by the Chairman or Vice Chairman of the Chatham County Board of Commissioners, the Emergency Management Ordinance and the <u>Chatham County Emergency</u> Operations Plan shall apply and be effective within the territorial limits of Bloomingdale until the declaration of emergency has terminated, provided that the declared emergency impacts or has the capability of causing an impact within the territorial limits of Bloomingdale.

- 2. The County and Bloomingdale agree that upon declaration of emergency, the police and Sheriff shall enforce the Emergency Management Ordinance within the territorial limits of their jurisdiction.
- 3. The term of this Agreement shall be for 25 years.
- 4. This Agreement shall be construed and interpreted in accordance with Georgia law.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals, the day and year first above written.

CHATHAM COUNTY, GEORGIA

BY:

Al Scott, Chairman Chatham County Commission

BY Clerk Chatham County Commission

[SEAL]

MAYOR AND COUNCIL OF THE CITY OF BLOOMINGDALE

BY: avne Tipton, ATTES1 Clerk of Council [SEAL

Emergency Operations Plan Signature Page

As authorized government officials, we understand and agree to the requirements of this Emergency Operations Plan and the Georgia Emergency Management Act of 1981, as amended.

Chairman, County Commission, Chailyant County

2-7-12 Date

Mayor, Savannah

-

Mayor, City of Garden City

Mayor, City of Pooler

Mayor, City of Tybee

Mayor, City of Thunderbolt

Mayor, City of Port Wentworth

Date	
Date	

- 13 8 Date

effective within the territorial limits of Bloomingdale until the declaration of emergency has terminated, provided that the declared emergency impacts or has the capability of causing an impact within the territorial limits of Bloomingdale.

- 2. The County and Bloomingdale agree that upon declaration of emergency, the police and Sheriff shall enforce the Emergency Management Ordinance within the territorial limits of their jurisdiction.
- 3. The term of this Agreement shall be for 25 years.
- 4. This Agreement shall be construed and interpreted in accordance with Georgia law.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals, the day and year first above written.

CHATHAM COUNTY, GEORGIA

BY: _____Al Scott, Chairman Chatham County Commission

BY: Clerk

Chatham County Commission

[SEAL]

MAYOR AND COUNCIL OF THE CITY OF BLOOMINGDALE

BY: avne Tipton. ATTES Clerk of Council [SEAL

NIMS Agreement City of Bloomingdale, Georgia

WHEREAS, Federal Homeland Security Presidential Directive (HSPD) 5 establishes the National Incident Management System (NIMS); and

WHEREAS, NIMS establishes a single, comprehensive approach to domestic incident management to ensure that all levels of government across the nation have the capability to work efficiently and effectively together using a national approach to domestic incident management; and

WHEREAS, NIMS provides a consistent nationwide approach for federal, state and local governments to work together to prepare for and respond to, and recover from domestic incidents regardless of the cause, size or complexity; and

WHEREAS, NIMS provides for interoperability and compatibility among federal, state and local capabilities and includes a core set of concepts, principles, terminology and technologies covering the Incident Command System, Unified Command, training, management of resources and reporting; and

WHEREAS, as Federal departments and agencies shall make adoption of the NIMS a requirement for providing federal preparedness assistance through grants, contracts or other activities to local governments; and

WHEREAS, the State of Georgia has enacted through law (O.C.G.A 39-3-57) that all local public safety and emergency response organizations, including emergency management agencies, fire departments and emergency medial services, shall implement the standardized unified incident command system and that those agencies that do not establish such a system shall not be eligible for state reimbursement for any response or recover related expenses;

Be it therefore resolved that the City of Bloomingdale, County of Chatham, State of Georgia hereby adopts the National Incident Management System (NIMS) as established under HSPD 5 and Unified Command system as established under O.C.G.A 38-3-57 as its system of preparing for and responding to disaster incidents and directs all incident managers and response organization in the City of Bloomingdale to train in and use these systems in their response operations.

This the <u>1</u> day of <u>MArc H</u>, 20 <u>Wayne</u> <u>How</u> Mayor, City of Bloomingdale Georgia , 2013

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (hereinafter "Agreement") is made and entered into this $\underline{18 \pm 14}$ day of \underline{MaAbh} , 2013, by Chatham County, a political subdivision of the State of Georgia (hereinafter "County"), and the Mayor and Council of the City of Port Wentworth (hereinafter "Pt. Wentworth"), a municipal corporation organized under the laws of the State of Georgia.

WITNESSETH:

WHEREAS, on September 17, 2012, the County amended its Emergency Management Ordinance of Chatham County ("Emergency Management Ordinance") to define "emergency", to provide for a declaration of emergency, to provide for a curfew and re-entry restrictions during periods of emergency, to provide for building permits during periods of emergency, to provide for temporary housing during periods of emergency, to allow for emergency business licenses during periods of emergency, to prevent price gouging, and for other related purposes; and

WHERAS, "emergency" is defined under Section 4-304 of the Emergency Management Ordinance as any extraordinary condition in which there exists the threat or actual occurrence of a disaster or event, including "energy emergency" as defined in the Georgia Emergency Management Act and any amendments thereto, which may result in the large scale loss of life, injury, property damage or destruction, or in the major disruption of routine community affairs or business and government operations, and is of sufficient severity and magnitude to warrant extraordinary assistance by CEMA and other Chatham County departments and other agencies to supplement the efforts of available public and private resources; and

WHEREAS, the <u>Chatham County Emergency Operations Plan</u> shall become operative upon a declaration of emergency; and

WHEREAS, the Emergency Management Ordinance applies in the unincorporated area of the County; and

WHEREAS, Article 9, § 3 l(a) of the Georgia Constitution authorized the County to enter into intergovernmental agreements with municipalities.

NOW, THEREFORE, in consideration of the premises, the County and Pt. Wentworth agree as follows:

I. Pt. Wentworth agrees that upon a declaration of emergency by the Chairman or Vice Chairman of the Chatham County Board of Commissioners, the Emergency Management Ordinance and the <u>Chatham County Emergency</u> <u>Operations Plan</u> shall apply and be effective within the territorial limits of Pt. Wentworth until the declaration of emergency has terminated, provided that the declared emergency impacts or has the capability of causing an impact within the territorial limits of Pt. Wentworth.

- 2. The County and Pt. Wentworth agree that upon declaration of emergency, the police and Sheriff shall enforce the Emergency Management Ordinance within the territorial limits of their jurisdiction.
- 3. The term of this Agreement shall be for 25 years.
- 4. This Agreement shall be construed and interpreted in accordance with Georgia law.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals, the day and year first above written.

CHATHAM COUNTY, GEORGIA

BY: Al Scott, Chairman

Chatham County Commission

Clerk Chatham County Commission

[SEAL]

MAYOR AND COUNCIL OF THE CITY OF PT. WENTWORTH

BY: Glenn Jones, Mayor ATTES Clerk of ouncil

[SEAL]

Emergency Operations Plan Signature Page

As authorized government officials, we understand and agree to the requirements of this Emergency Operations Plan and the Georgia Emergency Management Act of 1981, as amended.

Chairman, County Commission,

Chairman, County Commission, Chailiant County

2-7-12

Mayor, Savannah

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Mayor, City of Garden City

Mayor, City of Pooler

Mayor, City of Tybee

Mayor, City of Thunderbolt (9 Cl Mayor, City of Port Wentworth

Mayor, City of Bloomingdale

Date
Date
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2 21 13
3-21-13
Date
Date

Date

effective within the territorial limits of Pt. Wentworth until the declaration of emergency has terminated, provided that the declared emergency impacts or has the capability of causing an impact within the territorial limits of Pt. Wentworth.

- 2. The County and Pt. Wentworth agree that upon declaration of emergency, the police and Sheriff shall enforce the Emergency Management Ordinance within the territorial limits of their jurisdiction.
- 3. The term of this Agreement shall be for 25 years.
- 4. This Agreement shall be construed and interpreted in accordance with Georgia law.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals, the day and year first above written.

CHATHAM COUNTY, GEORGIA

BY: ______Al Scott, Chairman Chatham County Commission

BY:

Clerk Chatham County Commission

[SEAL]

MAYOR AND COUNCIL OF THE CITY OF PT. WENTWORTH

BY: <u>G</u> <u>CL</u> Glenn Jones, Mayor ATTES lerk of

[SEAL]

NIMS Agreement City of Pt. Wentworth, Georgia

WHEREAS, Federal Homeland Security Presidential Directive (HSPD) 5 establishes the National Incident Management System (NIMS); and

WHEREAS, NIMS establishes a single, comprehensive approach to domestic incident management to ensure that all levels of government across the nation have the capability to work efficiently and effectively together using a national approach to domestic incident management; and

WHEREAS, NIMS provides a consistent nationwide approach for federal, state and local governments to work together to prepare for and respond to, and recover from domestic incidents regardless of the cause, size or complexity; and

WHEREAS, NIMS provides for interoperability and compatibility among federal, state and local capabilities and includes a core set of concepts, principles, terminology and technologies covering the Incident Command System, Unified Command, training, management of resources and reporting; and

WHEREAS, as Federal departments and agencies shall make adoption of the NIMS a requirement for providing federal preparedness assistance through grants, contracts or other activities to local governments; and

WHEREAS, the State of Georgia has enacted through law (O.C.G.A 39-3-57) that all local public safety and emergency response organizations, including emergency management agencies, fire departments and emergency medial services, shall implement the standardized unified incident command system and that those agencies that do not establish such a system shall not be eligible for state reimbursement for any response or recover related expenses;

Be it therefore resolved that the City of Pt. Wentworth, County of Chatham, State of Georgia hereby adopts the National Incident Management System (NIMS) as established under HSPD 5 and Unified Command system as established under O.C.G.A 38-3-57 as its system of preparing for and responding to disaster incidents and directs all incident managers and response organization in the City of Pt. Wentworth to train in and use these systems in their response operations.

This the <u>21</u> day of <u>March</u>, 2013 <u>G. Cl. J.</u> Mayor, City of Pt. Wentworth Georgia

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (hereinafter "Agreement") is made and entered into this <u>18th</u> day of <u>Mach</u>, 2013, by **Chatham County**, a political subdivision of the State of Georgia (hereinafter "County"), and the **Mayor and Council of the City of Savannah** (hereinafter "Savannah"), a municipal corporation organized under the laws of the State of Georgia.

WITNESSETH:

WHEREAS, on September 17, 2012, the County amended its Emergency Management Ordinance of Chatham County ("Emergency Management Ordinance") to define "emergency", to provide for a declaration of emergency, to provide for a curfew and re-entry restrictions during periods of emergency, to provide for building permits during periods of emergency, to provide for temporary housing during periods of emergency, to allow for emergency business licenses during periods of emergency, to prevent price gouging, and for other related purposes; and

WHERAS, "emergency" is defined under Section 4-304 of the Emergency Management Ordinance as any extraordinary condition in which there exists the threat or actual occurrence of a disaster or event, including "energy emergency" as defined in the Georgia Emergency Management Act and any amendments thereto, which may result in the large scale loss of life, injury, property damage or destruction, or in the major disruption of routine community affairs or business and government operations, and is of sufficient severity and magnitude to warrant extraordinary assistance by CEMA and other Chatham County departments and other agencies to supplement the efforts of available public and private resources; and

WHEREAS, the <u>Chatham County Emergency Operations Plan</u> shall become operative upon a declaration of emergency; and

WHEREAS, the Emergency Management Ordinance applies in the unincorporated area of the County; and

WHEREAS, Article 9, § 3 l(a) of the Georgia Constitution authorized the County to enter into intergovernmental agreements with municipalities.

NOW, THEREFORE, in consideration of the premises, the County and Pt. Wentworth agree as follows:

I. Savannah agrees that upon a declaration of emergency by the Chairman or Vice Chairman of the Chatham County Board of Commissioners, the Emergency Management Ordinance and the <u>Chatham County Emergency</u> Operations Plan shall apply and be

effective within the territorial limits of Savannah until the declaration of emergency has terminated, provided that the declared emergency impacts or has the capability of causing an impact within the territorial limits of Savannah.

- 2. The County and Savannah agree that upon declaration of emergency, the police and Sheriff shall enforce the Emergency Management Ordinance within the territorial limits of their jurisdiction.
- 3. The term of this Agreement shall be for 25 years.
- 4. This Agreement shall be construed and interpreted in accordance with Georgia law.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals, the day and year first above written.

CHATHAM COUNTY, GEORGIA

BY: Scott, Chairman

Chatham County Commission

Chatham County Commission

[SEAL]

MAYOR AND COUNCIL OF THE CITY OF SAVANNAH

BY: Edna Jackson, Mayor

ATTEST Clerk of Council

[SEAL]

Emergency Operations Plan Signature Page

As authorized government officials, we understand and agree to the requirements of this Emergency Operations Plan and the Georgia Emergency Management Act of 1981, as amended.

Chairman: County Commission, Chailing County

Mayor, Savanna

<u>12-7-12</u> Date 2/20/13

Date

Date

Mayor, City of Garden City

Mayor, City of Pooler

Mayor, City of Tybee

Mayor, City of Thunderbolt

Mayor, City of Port Wentworth

Mayor, City of Bloomingdale

Date	
Date	
Date	
Date	
Date	

effective within the territorial limits of Savannah until the declaration of emergency has terminated, provided that the declared emergency impacts or has the capability of causing an impact within the territorial limits of Savannah.

- 2. The County and Savannah agree that upon declaration of emergency, the police and Sheriff shall enforce the Emergency Management Ordinance within the territorial limits of their jurisdiction.
- 3. The term of this Agreement shall be for 25 years.
- 4. This Agreement shall be construed and interpreted in accordance with Georgia law.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals, the day and year first above written.

CHATHAM COUNTY, GEORGIA

BY: _____ Al Scott, Chairman Chatham County Commission

BY:

Clerk Chatham County Commission

[SEAL]

MAYOR AND COUNCIL OF THE CITY OF SAVANNAH

BY: lan Edna Jackson, Mayor

ATTEST: Clerk of

[SEAL]

NIMS Agreement City of Savannah, Georgia

WHEREAS, Federal Homeland Security Presidential Directive (HSPD) 5 establishes the National Incident Management System (NIMS); and

WHEREAS, NIMS establishes a single, comprehensive approach to domestic incident management to ensure that all levels of government across the nation have the capability to work efficiently and effectively together using a national approach to domestic incident management; and

WHEREAS, NIMS provides a consistent nationwide approach for federal, state and local governments to work together to prepare for and respond to, and recover from domestic incidents regardless of the cause, size or complexity; and

WHEREAS, NIMS provides for interoperability and compatibility among federal, state and local capabilities and includes a core set of concepts, principles, terminology and technologies covering the Incident Command System, Unified Command, training, management of resources and reporting; and

WHEREAS, as Federal departments and agencies shall make adoption of the NIMS a requirement for providing federal preparedness assistance through grants, contracts or other activities to local governments; and

WHEREAS, the State of Georgia has enacted through law (O.C.G.A 39-3-57) that all local public safety and emergency response organizations, including emergency management agencies, fire departments and emergency medial services, shall implement the standardized unified incident command system and that those agencies that do not establish such a system shall not be eligible for state reimbursement for any response or recover related expenses;

Be it therefore resolved that the City of Savannah, County of Chatham, State of Georgia hereby adopts the National Incident Management System (NIMS) as established under HSPD 5 and Unified Command system as established under O.C.G.A 38-3-57 as its system of preparing for and responding to disaster incidents and directs all incident managers and response organization in the City of Savannah to train in and use these systems in their response operations.

This the 20 day of <u>Laburany</u> 2013 <u>Kalon Bund</u> Jack 2013 Mayor, City of Savannah Georgia

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INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (hereinafter "Agreement") is made and entered into this ______day of ______, 2013, by **Chatham County**, a political subdivision of the State of Georgia (hereinafter "County"), and the **Mayor and Council of the City of Garden City**(hereinafter "Garden City"), a municipal corporation organized under the laws of the State of Georgia.

WITNESSETH:

WHEREAS, on September 17, 2012, the County amended its Emergency Management Ordinance of Chatham County ("Emergency Management Ordinance") to define "emergency", to provide for a declaration of emergency, to provide for a curfew and re-entry restrictions during periods of emergency, to provide for building permits during periods of emergency, to provide for temporary housing during periods of emergency, to allow for emergency business licenses during periods of emergency, to prevent price gouging, and for other related purposes; and

WHERAS, "emergency" is defined under Section 4-304 of the Emergency Management Ordinance as any extraordinary condition in which there exists the threat or actual occurrence of a disaster or event, including "energy emergency" as defined in the Georgia Emergency Management Act and any amendments thereto, which may result in the large scale loss of life, injury, property damage or destruction, or in the major disruption of routine community affairs or business and government operations, and is of sufficient severity and magnitude to warrant extraordinary assistance by CEMA and other Chatham County departments and other agencies to supplement the efforts of available public and private resources; and

WHEREAS, the <u>Chatham County Emergency Operations Plan</u> shall become operative upon a declaration of emergency; and

WHEREAS, the Emergency Management Ordinance applies in the unincorporated area of the County; and

WHEREAS, Article 9, § 3 \P 1(a) of the Georgia Constitution authorized the County to enter into intergovernmental agreements with municipalities.

NOW, THEREFORE, in consideration of the premises, the County and Garden City agree as follows:

1. Garden City agrees that upon a declaration of emergency by the Chairman or Vice Chairman of the Chatham County Board of Commissioners, the Emergency Management Ordinance and the <u>Chatham County Emergency Operations Plan</u> shall apply and be effective within the territorial limits of Garden City until the declaration of emergency has terminated, provided that the declared emergency impacts or has the capability of causing an impact within the territorial limits of Garden City.

- 2. The County and Garden City agree that upon declaration of emergency, the police and Sheriff shall enforce the Emergency Management Ordinance within the territorial limits of their jurisdiction.
- 3. The term of this Agreement shall be for 25 years.
- 4. This Agreement shall be construed and interpreted in accordance with Georgia law.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals, the day and year first above written.

CHATHAM COUNTY, GEORGIA

BY: I Scott, Chairman

Chatham County Commission

Chatham County Commission

[SEAL]

MAYOR AND COUNCIL OF THE CITY OF GARDEN CITY

BY: Z Tennyson Holder, Mayor

ATTEST: () Konda Jou Clerk of Council

[SEAL]

Emergency Operations Plan Signature Page

As authorized government officials, we understand and agree to the requirements of this Emergency Operations Plan and the Georgia Emergency Management Act of 1981, as amended.

Chairman; County Commission,

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Chairman, County Commission, Chailyant County

2-1-12 Date

Mayor, Savannah <u>Jonmyon</u> <u>Jolden</u> Mayor, Oky of Garden City

Date 13

Date

Mayor, City of Pooler

Mayor, City of Tybee

Mayor, City of Thunderbolt

Mayor, City of Port Wentworth

Mayor, City of Bloomingdale

Date Date Date Date

Date

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (hereinafter "Agreement") is made and entered into this ______ day of ______, 2013, by **Chatham County**, a political subdivision of the State of Georgia (hereinafter "County"), and the **Mayor and Council of the City of Garden City**(hereinafter "Garden City"), a municipal corporation organized under the laws of the State of Georgia.

WITNESSETH:

WHEREAS, on September 17, 2012, the County amended its Emergency Management Ordinance of Chatham County ("Emergency Management Ordinance") to define "emergency", to provide for a declaration of emergency, to provide for a curfew and re-entry restrictions during periods of emergency, to provide for building permits during periods of emergency, to provide for temporary housing during periods of emergency, to allow for emergency business licenses during periods of emergency, to prevent price gouging, and for other related purposes; and

WHERAS, "emergency" is defined under Section 4-304 of the Emergency Management Ordinance as any extraordinary condition in which there exists the threat or actual occurrence of a disaster or event, including "energy emergency" as defined in the Georgia Emergency Management Act and any amendments thereto, which may result in the large scale loss of life, injury, property damage or destruction, or in the major disruption of routine community affairs or business and government operations, and is of sufficient severity and magnitude to warrant extraordinary assistance by CEMA and other Chatham County departments and other agencies to supplement the efforts of available public and private resources; and

WHEREAS, the <u>Chatham County Emergency Operations Plan</u> shall become operative upon a declaration of emergency; and

WHEREAS, the Emergency Management Ordinance applies in the unincorporated area of the County; and

WHEREAS, Article 9, § 3 \P 1(a) of the Georgia Constitution authorized the County to enter into intergovernmental agreements with municipalities.

NOW, THEREFORE, in consideration of the premises, the County and Garden City agree as follows:

1. Garden City agrees that upon a declaration of emergency by the Chairman or Vice Chairman of the Chatham County Board of Commissioners, the Emergency Management Ordinance and the <u>Chatham County Emergency Operations Plan</u> shall apply and be

effective within the territorial limits of Garden City until the declaration of emergency has terminated, provided that the declared emergency impacts or has the capability of causing an impact within the territorial limits of Garden City.

- 2. The County and Garden City agree that upon declaration of emergency, the police and Sheriff shall enforce the Emergency Management Ordinance within the territorial limits of their jurisdiction.
- 3. The term of this Agreement shall be for 25 years.
- 4. This Agreement shall be construed and interpreted in accordance with Georgia law.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals, the day and year first above written.

CHATHAM COUNTY, GEORGIA

BY: ______Al Scott, Chairman Chatham County Commission

BY:

Clerk Chatham County Commission

[SEAL]

MAYOR AND COUNCIL OF THE CITY OF GARDEN CITY

BY: <u>Tennyon Holder</u>, Mayor

ATTEST: Randa d Clerk of Council

[SEAL]

NIMS Agreement City of Garden City, Georgia

WHEREAS, Federal Homeland Security Presidential Directive (HSPD) 5 establishes the National Incident Management System (NIMS); and

WHEREAS, NIMS establishes a single, comprehensive approach to domestic incident management to ensure that all levels of government across the nation have the capability to work efficiently and effectively together using a national approach to domestic incident management; and

WHEREAS, NIMS provides a consistent nationwide approach for federal, state and local governments to work together to prepare for and respond to, and recover from domestic incidents regardless of the cause, size or complexity; and

WHEREAS, NIMS provides for interoperability and compatibility among federal, state and local capabilities and includes a core set of concepts, principles, terminology and technologies covering the Incident Command System, Unified Command, training, management of resources and reporting; and

WHEREAS, as Federal departments and agencies shall make adoption of the NIMS a requirement for providing federal preparedness assistance through grants, contracts or other activities to local governments; and

WHEREAS, the State of Georgia has enacted through law (O.C.G.A 39-3-57) that all local public safety and emergency response organizations, including emergency management agencies, fire departments and emergency medial services, shall implement the standardized unified incident command system and that those agencies that do not establish such a system shall not be eligible for state reimbursement for any response or recover related expenses:

Be it therefore resolved that the City of Garden City, County of Chatham, State of Georgia hereby adopts the National Incident Management System (NIMS) as established under HSPD 5 and Unified Command system as established under O.C.G.A 38-3-57 as its system of preparing for and responding to disaster incidents and directs all incident managers and response organization in the City of Garden City to train in and use these systems in their response operations.

This the <u>/</u>^{\$+} day of <u>JJy</u>, 2013 <u>Tennyon</u> Holden Mayor, City of Garden City Georgia

STATE OF GEORGIA

COUNTY OF CHATHAM)

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INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (hereinafter "Agreement") is made and entered into this <u>18 th</u> day of <u>MMM</u>, 2013, by **Chatham County**, a political subdivision of the State of Georgia (hereinafter "County"), and the **Mayor and Council of the City of Thunderbolt** (hereinafter "Thunderbolt"), a municipal corporation organized under the laws of the State of Georgia.

WITNESSETH:

WHEREAS, on September 17, 2012, the County amended its Emergency Management Ordinance of Chatham County ("Emergency Management Ordinance") to define "emergency", to provide for a declaration of emergency, to provide for a curfew and re-entry restrictions during periods of emergency, to provide for building permits during periods of emergency, to provide for temporary housing during periods of emergency, to allow for emergency business licenses during periods of emergency, to prevent price gouging, and for other related purposes; and

WHERAS, "emergency" is defined under Section 4-304 of the Emergency Management Ordinance as any extraordinary condition in which there exists the threat or actual occurrence of a disaster or event, including "energy emergency" as defined in the Georgia Emergency Management Act and any amendments thereto, which may result in the large scale loss of life, injury, property damage or destruction, or in the major disruption of routine community affairs or business and government operations, and is of sufficient severity and magnitude to warrant extraordinary assistance by CEMA and other Chatham County departments and other agencies to supplement the efforts of available public and private resources; and

WHEREAS, the <u>Chatham County Emergency Operations Plan</u> shall become operative upon a declaration of emergency; and

WHEREAS, the Emergency Management Ordinance applies in the unincorporated area of the County; and

WHEREAS, Article 9, § 3 l(a) of the Georgia Constitution authorized the County to enter into intergovernmental agreements with municipalities.

NOW, THEREFORE, in consideration of the premises, the County and Pt. Wentworth agree as follows:

I. Thunderbolt agrees that upon a declaration of emergency by the Chairman or Vice Chairman of the Chatham County Board of Commissioners, the Emergency Management Ordinance and the <u>Chatham County Emergency</u> <u>Operations Plan</u> shall apply and be effective within the territorial limits of Thunderbolt until the declaration of emergency has terminated, provided that the declared emergency impacts or has the capability of causing an impact within the territorial limits of Thunderbolt.

- 2. The County and Thunderbolt agree that upon declaration of emergency, the police and Sheriff shall enforce the Emergency Management Ordinance within the territorial limits of their jurisdiction.
- 3. The term of this Agreement shall be for 25 years.
- 4. This Agreement shall be construed and interpreted in accordance with Georgia law.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals, the day and year first above written.

CHATHAM COUNTY, GEORGIA

BY: l Scott, Chairman

Chatham County Commission

BY Clerk Chatham County Commission

[SEAL]

MAYOR AND COUNCIL OF THE CITY OF THUNDERBOLT

BY: (

Anna Maria Thomas, Mayor

ATTEST: erk of Council

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INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (hereinafter "Agreement") is made and entered into this $\underline{18} \pm \underline{18} \pm \underline{1$

WITNESSETH:

WHEREAS, on September 17, 2012, the County amended its Emergency Management Ordinance of Chatham County ("Emergency Management Ordinance") to define "emergency", to provide for a declaration of emergency, to provide for a curfew and re-entry restrictions during periods of emergency, to provide for building permits during periods of emergency, to provide for temporary housing during periods of emergency, to allow for emergency business licenses during periods of emergency, to prevent price gouging, and for other related purposes; and

WHERAS, "emergency" is defined under Section 4-304 of the Emergency Management Ordinance as any extraordinary condition in which there exists the threat or actual occurrence of a disaster or event, including "energy emergency" as defined in the Georgia Emergency Management Act and any amendments thereto, which may result in the large scale loss of life, injury, property damage or destruction, or in the major disruption of routine community affairs or business and government operations, and is of sufficient severity and magnitude to warrant extraordinary assistance by CEMA and other Chatham County departments and other agencies to supplement the efforts of available public and private resources; and

WHEREAS, the <u>Chatham County Emergency Operations Plan</u> shall become operative upon a declaration of emergency; and

WHEREAS, the Emergency Management Ordinance applies in the unincorporated area of the County; and

WHEREAS, Article 9, § 3 \P 1(a) of the Georgia Constitution authorized the County to enter into intergovernmental agreements with municipalities.

NOW, THEREFORE, in consideration of the premises, the County and Tybee Island agree as follows:

1. Tybee Island agrees that upon a declaration of emergency by the Chairman or Vice Chairman of the Chatham County Board of Commissioners, the Emergency Management Ordinance and the <u>Chatham County Emergency Operations Plan</u> shall apply and be effective within the territorial limits of Tybee Island until the declaration of emergency has terminated, provided that the declared emergency impacts or has the capability of causing an impact within the territorial limits of Tybee Island.

- 2. The County and Tybee Island agree that upon declaration of emergency, the police and Sheriff shall enforce the Emergency Management Ordinance within the territorial limits of their jurisdiction.
- 3. The term of this Agreement shall be for 25 years.
- 4. This Agreement shall be construed and interpreted in accordance with Georgia law.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals, the day and year first above written.

CHATHAM COUNTY, GEORGIA

BY: 1 Scott.

Al Scott, Chairman Chatham County Commission

Chatham County Commission

[SEAL]

MAYOR AND COUNCIL OF THE CITY OF TYBEE ISLAND

BY:

Jason Buelterman, Mayor

ATTES7 Clerk of Council

[SEAL]

Emergency Operations Plan Signature Page As authorized government officials, we understand and agree to the requirements of this Emergency Operations Plan and the Georgia Emergency Management Act of 1981, as amended.

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Chairman, County Commission, Chatham County	Date
Mayor, Savannah	Date
Mayor, City of Garden City	Date
Mayor, City of Pooler	Date 4/6/13 Date
Mayor, City of Thunderbolt	Date
Mayor, City of Port Wentworth	Date
Mayor, City of Bloomingdale	Date

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (hereinafter "Agreement") is made and entered into this day of _____, 2013, by **Chatham County**, a political subdivision of the State of Georgia (hereinafter "County"), and the **Mayor and Council of the City of Tybee Island**(hereinafter "Tybee Island"), a municipal corporation organized under the laws of the State of Georgia.

WITNESSETH:

WHEREAS, on September 17, 2012, the County amended its Emergency Management Ordinance of Chatham County ("Emergency Management Ordinance") to define "emergency", to provide for a declaration of emergency, to provide for a curfew and re-entry restrictions during periods of emergency, to provide for building permits during periods of emergency, to provide for temporary housing during periods of emergency, to allow for emergency business licenses during periods of emergency, to prevent price gouging, and for other related purposes; and

WHERAS, "emergency" is defined under Section 4-304 of the Emergency Management Ordinance as any extraordinary condition in which there exists the threat or actual occurrence of a disaster or event, including "energy emergency" as defined in the Georgia Emergency Management Act and any amendments thereto, which may result in the large scale loss of life, injury, property damage or destruction, or in the major disruption of routine community affairs or business and government operations, and is of sufficient severity and magnitude to warrant extraordinary assistance by CEMA and other Chatham County departments and other agencies to supplement the efforts of available public and private resources; and

WHEREAS, the <u>Chatham County Emergency Operations Plan</u> shall become operative upon a declaration of emergency; and

WHEREAS, the Emergency Management Ordinance applies in the unincorporated area of the County; and

WHEREAS, Article 9, § 3 \P 1(a) of the Georgia Constitution authorized the County to enter into intergovernmental agreements with municipalities.

NOW, **THEREFORE**, in consideration of the premises, the County and Tybee Island agree as follows:

1. Tybee Island agrees that upon a declaration of emergency by the Chairman or Vice Chairman of the Chatham County Board of Commissioners, the Emergency Management Ordinance and the <u>Chatham County Emergency Operations Plan</u> shall apply and be

NIMS Agreement City of Tybee Island, Georgia

WHEREAS, Federal Homeland Security Presidential Directive (HSPD) 5 establishes the National Incident Management System (NIMS); and

WHEREAS, NIMS establishes a single, comprehensive approach to domestic incident management to ensure that all levels of government across the nation have the capability to work efficiently and effectively together using a national approach to domestic incident management; and

WHEREAS, NIMS provides a consistent nationwide approach for federal, state and local governments to work together to prepare for and respond to, and recover from domestic incidents regardless of the cause, size or complexity; and

WHEREAS, NIMS provides for interoperability and compatibility among federal, state and local capabilities and includes a core set of concepts, principles, terminology and technologies covering the Incident Command System, Unified Command, training, management of resources and reporting; and

WHEREAS, as Federal departments and agencies shall make adoption of the NIMS a requirement for providing federal preparedness assistance through grants, contracts or other activities to local governments; and

WHEREAS, the State of Georgia has enacted through law (O.C.G.A 39-3-57) that all local public safety and emergency response organizations, including emergency management agencies, fire departments and emergency medial services, shall implement the standardized unified incident command system and that those agencies that do not establish such a system shall not be eligible for state reimbursement for any response or recover related expenses;

Be it therefore resolved that the City of Tybee Island, County of Chatham, State of Georgia hereby adopts the National Incident Management System (NIMS) as established under HSPD 5 and Unified Command system as established under O.C.G.A 38-3-57 as its system of preparing for and responding to disaster incidents and directs all incident managers and response organization in the City of Tybee Island to train in and use these systems in their response operations.

This the <u>day of April</u>, 2013

LOCAL EMERGENCY AND DISASTER MUTUAL AID AGREEMENT

WHEREAS, a need for mutual aid agreements between the counties, cities, authorities and private agencies in Georgia has been recognized; and

WHEREAS, authority for such agreements can be found in O.C.G.A. § 38-3-29 and Chatham County Emergency Management Code § 4-304.1.c.

NOW THEREFORE, be it resolved that the CHATHAM COUNTY BOARD OF COMMISSIONERS and the CITY OF BLOOMINGDALE adopt this Emergency and Disaster Mutual Aid Agreement.

1. Definitions: The following definitions shall apply throughout this agreement:

Agreement: "Agreement" means the Emergency and Disaster Mutual Aid Agreement.

Assisting Local Agency: "Assisting Local Agency" means the Participating Local Agency furnishing equipment, services, personnel or other aid pursuant to this agreement.

Disaster: "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 a county, city, the Governor, or the President of the United States.

Emergency: "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.

Emergency Management Director: "Emergency Management Director" means the person appointed by the County Commission to implement the Emergency Management Program for Chatham County.

Participating Local Agency: "Participating Local Agency" means a county, city, authority or private agency that has duly enacted this agreement.

- 2. **Term**: This agreement begins on the date executed by the parties and continues for one year. This agreement shall automatically renew for an additional one-year period unless any party provides written notice of an intention not to renew within 30 days of the expiration date.
- 3. **Basic Agreement:** Any Participating Local Agency requested to render mutual aid or requested to participate in exercises and training for mutual aid pursuant to this agreement shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.
- 4. Procedure: In the event of any emergency or disaster, a senior official (Chief, Department Head or above) of a Participating Local Agency may request assistance through a senior official of another Participating Local Agency or the Emergency Management Director. The provisions of this agreement shall only apply to requests for assistance made by and to senior officials or the Emergency Management Director. Requests may be verbal or in writing. If verbal, the request shall be confirmed in writing within ten days of the verbal request.

- 5. **Rights and Duties:** Each Participating Local Agency shall afford to the employees of any other Participating Local Agency, while operating within its jurisdiction under the terms and conditions of this agreement, the same powers (except that of arrest, unless specifically authorized by the Receiving Local Agency), duties, rights, privileges and immunities as are afforded employees of the Receiving Local Agency in which they are performing emergency services. Employees of the Assisting Local Agency will continue under the command and control of their regular leaders, but, as a group will come under the operational control of the emergency services authorities of the Receiving Local Agency, unless the Receiving Local Agency relinquishes such control.
- 6. Licenses and Permits: Whenever any person holds a license, certificate or other permit issued by the state, county or other qualified agency evidencing that the individual possesses any required professional, mechanical, or other skills, such person may be permitted by the Receiving Local Agency to render aid involving such skill in any other Participating Local Agency to meet an emergency or disaster situation.
- 7. **Compensation**: Each Participating Local Agency shall provide for the payment of compensation and death benefits to injured employees of that County and the representatives of deceased employees in case such employees sustain injuries or are killed while rendering aid pursuant to this agreement, in the same manner and on the same terms as if the injury or death were sustained within their own Local Agency.
- 8. **Payment and Reimbursement:** In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers. Expenses that are to be reimbursed by the Requesting Party shall include the following:

- (a) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (b) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (c) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (d) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

9. Immunity: Neither an Assisting Local Agency nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representative of any Assisting Local Agency, nor any unpaid trained personnel or member of any agency engaged in any emergency management activity pursuant to this agreement, shall be liable for the death of or injury to person or for damage to property as a result of such activity.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals, the day and year defined below.

28 06 16 Date:

CHATHAM COUNTY, GEORGIA

BY:

Albert J. Scott, Chairman **Chatham County Commission**

BY:

Janice Bocook, Clerk Chatham County Commission

BLOOMINGDALE, GEORGIA

BY:

BY:

Ben Rozier, Mayor City of Bloomingdale

Diane Proudfoot, Clerk of Council City of Bloomingdale

LOCAL EMERGENCY AND DISASTER MUTUAL AID AGREEMENT

WHEREAS, a need for mutual aid agreements between the counties, cities, authorities and private agencies in Georgia has been recognized; and

WHEREAS, authority for such agreements can be found in O.C.G.A. § 38-3-29 and Chatham County Emergency Management Code § 4-304.1.c.

NOW THEREFORE, be it resolved that the **CHATHAM COUNTY BOARD OF COMMISSIONERS** and the **CITY OF PORT WENTWORTH** adopt this Emergency and Disaster Mutual Aid Agreement.

1. Definitions: The following definitions shall apply throughout this agreement:

Agreement: "Agreement" means the Emergency and Disaster Mutual Aid Agreement.

Assisting Local Agency: "Assisting Local Agency" means the Participating Local Agency furnishing equipment, services, personnel or other aid pursuant to this agreement.

Disaster: "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 a county, city, the Governor, or the President of the United States.

Emergency: "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.

Emergency Management Director: "Emergency Management Director" means the person appointed by the County Commission to implement the Emergency Management Program for Chatham County.

Participating Local Agency: "Participating Local Agency" means a county, city, authority or private agency that has duly enacted this agreement.

- 2. **Term**: This agreement begins on the date executed by the parties and continues for one year. This agreement shall automatically renew for an additional one-year period unless any party provides written notice of an intention not to renew within 30 days of the expiration date.
- 3. **Basic Agreement:** Any Participating Local Agency requested to render mutual aid or requested to participate in exercises and training for mutual aid pursuant to this agreement shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.
- 4. **Procedure**: In the event of any emergency or disaster, a senior official (Chief, Department Head or above) of a Participating Local Agency may request assistance through a senior official of another Participating Local Agency or the Emergency Management Director. The provisions of this agreement shall only apply to requests for assistance made by and to senior officials or the Emergency Management Director. Requests may be verbal or in writing. If verbal, the request shall be confirmed in writing within ten days of the verbal request.

- 5. **Rights and Duties:** Each Participating Local Agency shall afford to the employees of any other Participating Local Agency, while operating within its jurisdiction under the terms and conditions of this agreement, the same powers (except that of arrest, unless specifically authorized by the Receiving Local Agency), duties, rights, privileges and immunities as are afforded employees of the Receiving Local Agency in which they are performing emergency services. Employees of the Assisting Local Agency will continue under the command and control of their regular leaders, but, as a group will come under the operational control of the emergency services authorities of the Receiving Local Agency, unless the Receiving Local Agency relinquishes such control.
- 6. Licenses and Permits: Whenever any person holds a license, certificate or other permit issued by the state, county or other qualified agency evidencing that the individual possesses any required professional, mechanical, or other skills, such person may be permitted by the Receiving Local Agency to render aid involving such skill in any other Participating Local Agency to meet an emergency or disaster situation.
- 7. **Compensation**: Each Participating Local Agency shall provide for the payment of compensation and death benefits to injured employees of that County and the representatives of deceased employees in case such employees sustain injuries or are killed while rendering aid pursuant to this agreement, in the same manner and on the same terms as if the injury or death were sustained within their own Local Agency.
- 8. **Payment and Reimbursement:** In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers. Expenses that are to be reimbursed by the Requesting Party shall include the following:

- (a) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (b) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (c) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (d) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

9. **Immunity**: Neither an Assisting Local Agency nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representative of any Assisting Local Agency, nor any unpaid trained personnel or member of any agency engaged in any emergency management activity pursuant to this agreement, shall be liable for the death of or injury to person or for damage to property as a result of such activity.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals, the day and year defined below.

06, 28,16 Date:

CHATHAM COUNTY, GEORGIA

BY:

Albert J. Scott, Chairman Chatham County Commission

BY:

Jance Bocook, Clerk Chatham County Commission

PORT WENTWORTH, GEORGIA

BY:

6.CR

Glenn Jones, Mayor City of Port Wentworth

BY.

Miriam B. Jordan, Clerk of Council City of Port Wentworth

LOCAL EMERGENCY AND DISASTER MUTUAL AID AGREEMENT

WHEREAS, a need for mutual aid agreements between the counties, cities, authorities and private agencies in Georgia has been recognized; and

WHEREAS, authority for such agreements can be found in O.C.G.A. § 38-3-29 and Chatham County Emergency Management Code § 4-304.1.c.

NOW THEREFORE, be it resolved that the **CHATHAM COUNTY BOARD OF COMMISSIONERS** and the **CITY OF POOLER** adopt this Emergency and Disaster Mutual Aid Agreement.

1. Definitions: The following definitions shall apply throughout this agreement:

Agreement: "Agreement" means the Emergency and Disaster Mutual Aid Agreement.

Assisting Local Agency: "Assisting Local Agency" means the Participating Local Agency furnishing equipment, services, personnel or other aid pursuant to this agreement.

Disaster: "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 a county, city, the Governor, or the President of the United States.

Emergency: "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.

Emergency Management Director: "Emergency Management Director" means the person appointed by the County Commission to implement the Emergency Management Program for Chatham County.

Participating Local Agency: "Participating Local Agency" means a county, city, authority or private agency that has duly enacted this agreement.

- 2. **Term**: This agreement begins on the date executed by the parties and continues for one year. This agreement shall automatically renew for an additional one-year period unless any party provides written notice of an intention not to renew within 30 days of the expiration date.
- 3. **Basic Agreement:** Any Participating Local Agency requested to render mutual aid or requested to participate in exercises and training for mutual aid pursuant to this agreement shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.
- 4. **Procedure**: In the event of any emergency or disaster, a senior official (Chief, Department Head or above) of a Participating Local Agency may request assistance through a senior official of another Participating Local Agency or the Emergency Management Director. The provisions of this agreement shall only apply to requests for assistance made by and to senior officials or the Emergency Management Director. Requests may be verbal or in writing. If verbal, the request shall be confirmed in writing within ten days of the verbal request.

- 5. **Rights and Duties:** Each Participating Local Agency shall afford to the employees of any other Participating Local Agency, while operating within its jurisdiction under the terms and conditions of this agreement, the same powers (except that of arrest, unless specifically authorized by the Receiving Local Agency), duties, rights, privileges and immunities as are afforded employees of the Receiving Local Agency in which they are performing emergency services. Employees of the Assisting Local Agency will continue under the command and control of their regular leaders, but, as a group will come under the operational control of the emergency services authorities of the Receiving Local Agency, unless the Receiving Local Agency relinquishes such control.
- 6. **Licenses and Permits**: Whenever any person holds a license, certificate or other permit issued by the state, county or other qualified agency evidencing that the individual possesses any required professional, mechanical, or other skills, such person may be permitted by the Receiving Local Agency to render aid involving such skill in any other Participating Local Agency to meet an emergency or disaster situation.
- 7. **Compensation**: Each Participating Local Agency shall provide for the payment of compensation and death benefits to injured employees of that County and the representatives of deceased employees in case such employees sustain injuries or are killed while rendering aid pursuant to this agreement, in the same manner and on the same terms as if the injury or death were sustained within their own Local Agency.
- 8. **Payment and Reimbursement:** In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers. Expenses that are to be reimbursed by the Requesting Party shall include the following:

- (a) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (b) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (c) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (d) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

9. Immunity: Neither an Assisting Local Agency nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representative of any Assisting Local Agency, nor any unpaid trained personnel or member of any agency engaged in any emergency management activity pursuant to this agreement, shall be liable for the death of or injury to person or for damage to property as a result of such activity.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals, the day and year defined below.

06,28,16 Date:

CHATHAM COUNTY, GEORGIA

BY:

Albert J. Scott, Chairman Chatham County Commission

BY:

Janice Bocook, Clerk Chatham County Commission

POOLER, GEORGIA

BY:

Michael F. Lamb, Mayor City of Pooler

Tubelt BY:

Maribeth Lindler, Clerk of Council City of Pooler

STATE OF GEORGIA

COUNTY OF CHATHAM)

))

A RESOLUTION AUTHORIZING THE CITY OF GARDEN CITY TO RENEW ITS LOCAL EMERGENCY AND DISASTER MUTUAL AID AGREEMENT WITH CHATHAM COUNTY, GEORGIA; TO AUTHORIZE THE CITY'S MAYOR TO EXECUTE THE AGREEMENT; AND FOR OTHER PURPOSES.

WHEREAS, Garden City is desirous of renewing its participation in Chatham County's Emergency Management Program through the execution of that certain Local Emergency and Disaster Mutual Aid Agreement (the "Agreement") between the City and the County providing for the pooling, lending, and borrowing of each party's equipment, services, and personnel in the event of any emergency or disaster, a copy of the Agreement being attached hereto as Exhibit "A;" and,

WHEREAS, the Agreement is authorized under Section 38-3-29 of the Official Code of

Georgia, the County's Emergency Management Code, and the City Charter; and,

WHEREAS, the City deems its entering into the Agreement with the County to be in the best

interests of its residents and businesses.

NOW, THEREFORE, be it resolved by the Mayor and Council for Garden City, Georgia, and

it is hereby resolved that:

- 1. The Mayor and Council for Garden City, Georgia, hereby authorize the City of Garden City, Georgia, to enter into the Agreement attached hereto as Exhibit "A" wherein Chatham County and the City agree to continue providing emergency and disaster assistance to each other pursuant to the terms set forth therein.
- 2. The Mayor and Council further authorize the Mayor to execute the Agreement, together with any other document necessary to further the intent of this Resolution.

Adopted by the Mayor and Council of Garden City, Georgia, on this 18th day of April, 2016.

A

RHONDA FERRELL-BOWLES CLERK OF COUNCIL

Received and approved this18th day of April, 2016.

DON BETHUNE MAYOR, GARDEN CITY, GEORGIA

LOCAL EMERGENCY AND DISASTER MUTUAL AID AGREEMENT

WHEREAS, a need for mutual ald agreements between the counties, cities, authorities and private agencies in Georgia has been recognized; and

WHEREAS, authority for such agreements can be found in O.C.G.A. § 38-3-29 and Chatham County Emergency Management Code § 4-304.1.c.

NOW THEREFORE, be it resolved that the CHATHAM COUNTY BOARD OF COMMISSIONERS and the CITY OF GARDEN CITY adopt this Emergency and Disaster Mutual Aid Agreement.

1. Definitions: The following definitions shall apply throughout this agreement:

Agreement: "Agreement" means the Emergency and Disaster Mutual Aid Agreement.

Assisting Local Agency: "Assisting Local Agency" means the Participating Local Agency furnishing equipment, services, personnel or other aid pursuant to this agreement.

Disaster: "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 a county, city, the Governor, or the President of the United States.

Emergency: "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.

Emergency Management Director: "Emergency Management Director" means the person appointed by the County Commission to implement the Emergency Management Program for Chatham County.

Participating Local Agency: "Participating Local Agency" means a county, city, authority or private agency that has duly enacted this agreement.

- 2. Term: This agreement begins on the date executed by the parties and continues for one year. This agreement shall automatically renew for an additional one-year period unless any party provides written notice of an intention not to renew within 30 days of the expiration date.
- 3. **Basic Agreement:** Any Participating Local Agency requested to render mutual aid or requested to participate in exercises and training for mutual aid pursuant to this agreement shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.
- 4. **Procedure:** In the event of any emergency or disaster, a senior official (Chief, Department Head or above) of a Participating Local Agency may request assistance through a senior official of another Participating Local Agency or the Emergency Management Director. The provisions of this agreement shall only apply to requests for assistance made by and to senior officials or the Emergency Management Director. Requests may be verbal or in writing. If verbal, the request shall be confirmed in writing within ten days of the verbal request.

- 5. **Rights and Duties:** Each Participating Local Agency shall afford to the employees of any other Participating Local Agency, while operating within its jurisdiction under the terms and conditions of this agreement, the same powers (except that of arrest, unless specifically authorized by the Receiving Local Agency), duties, rights, privileges and immunities as are afforded employees of the Receiving Local Agency in which they are performing emergency services. Employees of the Assisting Local Agency will continue under the command and control of their regular leaders, but, as a group will come under the operational control of the emergency services authorities of the Receiving Local Agency, unless the Receiving Local Agency relinquishes such control.
- 6. Licenses and Permits: Whenever any person holds a license, certificate or other permit issued by the state, county or other qualified agency evidencing that the individual possesses any required professional, mechanical, or other skills, such person may be permitted by the Receiving Local Agency to render aid involving such skill in any other Participating Local Agency to meet an emergency or disaster situation.
- Compensation: Each Participating Local Agency shall provide for the payment of compensation and death benefits to injured employees of that County and the representatives of deceased employees in case such employees sustain injuries or are killed while rendering aid pursuant to this agreement, in the same manner and on the same terms as if the injury or death were sustained within their own Local Agency.
- 8. **Payment and Reimbursement:** In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers. Expenses that are to be reimbursed by the Requesting Party shall include the following:

- (a) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (b) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (c) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (d) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

Local Emergency and Disaster Mutual Aid Agreement - 2016

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

9. Immunity: Neither an Assisting Local Agency nor, except in cases of wiliful misconduct, gross negligence, or bad faith, the employees, agents, or representative of any Assisting Local Agency, nor any unpaid trained personnel or member of any agency engaged in any emergency management activity pursuant to this agreement, shall be liable for the death of or injury to person or for damage to property as a result of such activity.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals, the day and year defined below.

06 1 28 116 Date:___

CHATHAM COUNTY, GEORGIA

BY:

Albert J. Scoll, Chairman Chatham County Commission

BY:

Janue Bocook, Clerk Chatham County Commission

GARDEN CITY, GEORGIA

BY:

Don Bethune, Mayor City of Garden City

BY:

Rhonda Ferrell-Bowles, Clerk of Council City of Garden City

SAVANNAH, GEORGIA

LOCAL EMERGENCY AND DISASTER MUTUAL AID AGREEMENT

WHEREAS, a need for mutual aid agreements between the counties, cities, authorities and private agencies in Georgia has been recognized; and

WHEREAS, authority for such agreements can be found in O.C.G.A. § 38-3-29 and Chatham County Emergency Management Code § 4-304.1.c.

NOW THEREFORE, be it resolved that the **CHATHAM COUNTY BOARD OF COMMISSIONERS** and the **CITY OF SAVANNAH** adopt this Emergency and Disaster Mutual Aid Agreement.

1. Definitions: The following definitions shall apply throughout this agreement:

Agreement: "Agreement" means the Emergency and Disaster Mutual Aid Agreement.

Assisting Local Agency: "Assisting Local Agency" means the Participating Local Agency furnishing equipment, services, personnel or other aid pursuant to this agreement.

Disaster: "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 a county, city, the Governor, or the President of the United States.

Emergency: "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.

Emergency Management Director: "Emergency Management Director" means the person appointed by the County Commission to implement the Emergency Management Program for Chatham County.

Participating Local Agency: "Participating Local Agency" means a county, city, authority or private agency that has duly enacted this agreement.

- 2. **Term**: This agreement begins on the date executed by the parties and continues for one year. This agreement shall automatically renew for an additional one-year period unless any party provides written notice of an intention not to renew within 30 days of the expiration date.
- 3. **Basic Agreement:** Any Participating Local Agency requested to render mutual aid or requested to participate in exercises and training for mutual aid pursuant to this agreement shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.
- 4. **Procedure**: In the event of any emergency or disaster, a senior official (Chief, Department Head or above) of a Participating Local Agency may request assistance through a senior official of another Participating Local Agency or the Emergency Management Director. The provisions of this agreement shall only apply to requests for assistance made by and to senior officials or the Emergency Management Director. Requests may be verbal or in writing. If verbal, the request shall be confirmed in writing within three days of the verbal request.

- 5. **Rights and Duties:** Each Participating Local Agency shall afford to the employees of any other Participating Local Agency, while operating within its jurisdiction under the terms and conditions of this agreement, the same powers (except that of arrest, unless specifically authorized by the Receiving Local Agency), duties, rights, privileges and immunities as are afforded employees of the Receiving Local Agency in which they are performing emergency services. Employees of the Assisting Local Agency will continue under the command and control of their regular leaders, but, as a group will come under the operational control of the emergency services authorities of the Receiving Local Agency, unless the Receiving Local Agency relinquishes such control.
- 6. **Licenses and Permits**: Whenever any person holds a license, certificate or other permit issued by the state, county or other qualified agency evidencing that the individual possesses any required professional, mechanical, or other skills, such person may be permitted by the Receiving Local Agency to render aid involving such skill in any other Participating Local Agency to meet an emergency or disaster situation.
- 7. **Compensation**: Each Participating Local Agency shall provide for the payment of compensation and death benefits to injured employees of that County and the representatives of deceased employees in case such employees sustain injuries or are killed while rendering aid pursuant to this agreement, in the same manner and on the same terms as if the injury or death were sustained within their own Local Agency.
- 8. **Payment and Reimbursement:** In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers. Expenses that are to be reimbursed by the Requesting Party shall include the following:

- (a) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (b) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (c) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (d) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

9. **Immunity**: Neither an Assisting Local Agency nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representative of any Assisting Local Agency, nor any unpaid trained personnel or member of any agency engaged in any emergency management activity pursuant to this agreement, shall be liable for the death of or injury to person or for damage to property as a result of such activity.

IN WITNESS-WHEREOF, said parties have hereunto set their hands and affixed their seals, the day and yeardefined below.

06 26,16 Date:

CHATHAM COUNTY, GEORGIA

BY:

Albert J. Soott, Chairman Chatham County Commission

BY:

Janice Bocook, Clerk Chatham County Commission

SAVANNAH, GEORGIA

BY:

Stephanie Cutter, City Manager City of Savannah

BY: JUMANA Mawford Acting fm Dyanne C. Reese, Clerk of Council City of Savannah

LOCAL EMERGENCY AND DISASTER MUTUAL AID AGREEMENT

WHEREAS, a need for mutual aid agreements between the counties, cities, authorities and private agencies in Georgia has been recognized; and

WHEREAS, authority for such agreements can be found in O.C.G.A. § 38-3-29 and Chatham County Emergency Management Code § 4-304.1.c.

NOW THEREFORE, be it resolved that the **CHATHAM COUNTY BOARD OF COMMISSIONERS** and the **TOWN OF THUNDERBOLT** adopt this Emergency and Disaster Mutual Aid Agreement.

1. Definitions: The following definitions shall apply throughout this agreement:

Agreement: "Agreement" means the Emergency and Disaster Mutual Aid Agreement.

Assisting Local Agency: "Assisting Local Agency" means the Participating Local Agency furnishing equipment, services, personnel or other aid pursuant to this agreement.

Disaster: "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 a county, city, the Governor, or the President of the United States.

Emergency: "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.

Emergency Management Director: "Emergency Management Director" means the person appointed by the County Commission to implement the Emergency Management Program for Chatham County.

Participating Local Agency: "Participating Local Agency" means a county, city, authority or private agency that has duly enacted this agreement.

- 2. **Term**: This agreement begins on the date executed by the parties and continues for one year. This agreement shall automatically renew for an additional one-year period unless any party provides written notice of an intention not to renew within 30 days of the expiration date.
- 3. **Basic Agreement:** Any Participating Local Agency requested to render mutual aid or requested to participate in exercises and training for mutual aid pursuant to this agreement shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.
- 4. **Procedure**: In the event of any emergency or disaster, a senior official (Chief, Department Head or above) of a Participating Local Agency may request assistance through a senior official of another Participating Local Agency or the Emergency Management Director. The provisions of this agreement shall only apply to requests for assistance made by and to senior officials or the Emergency Management Director. Requests may be verbal or in writing. If verbal, the request shall be confirmed in writing within ten days of the verbal request.

- 5. **Rights and Duties:** Each Participating Local Agency shall afford to the employees of any other Participating Local Agency, while operating within its jurisdiction under the terms and conditions of this agreement, the same powers (except that of arrest, unless specifically authorized by the Receiving Local Agency), duties, rights, privileges and immunities as are afforded employees of the Receiving Local Agency in which they are performing emergency services. Employees of the Assisting Local Agency will continue under the command and control of their regular leaders, but, as a group will come under the operational control of the emergency services authorities of the Receiving Local Agency, unless the Receiving Local Agency relinquishes such control.
- 6. **Licenses and Permits**: Whenever any person holds a license, certificate or other permit issued by the state, county or other qualified agency evidencing that the individual possesses any required professional, mechanical, or other skills, such person may be permitted by the Receiving Local Agency to render aid involving such skill in any other Participating Local Agency to meet an emergency or disaster situation.
- 7. **Compensation**: Each Participating Local Agency shall provide for the payment of compensation and death benefits to injured employees of that County and the representatives of deceased employees in case such employees sustain injuries or are killed while rendering aid pursuant to this agreement, in the same manner and on the same terms as if the injury or death were sustained within their own Local Agency.
- 8. **Payment and Reimbursement:** In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party.
 - The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers. Expenses that are to be reimbursed by the Requesting Party shall include the following:
 - (a) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
 - (b) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
 - (c) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
 - (d) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

THUNDERBOLT, GEORGIA

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

9. Immunity: Neither an Assisting Local Agency nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representative of any Assisting Local Agency, nor any unpaid trained personnel or member of any agency engaged in any emergency management activity pursuant to this agreement, shall be liable for the death of or injury to person or for damage to property as a result of such activity.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals, the day and year defined below.

Date: 06 / 28 / 16

CHATHAM COUNTY, GEORGIA

BY:

Albert J. Scott, Chairman Chatham County Commission

BY:

Jance Bocook, Clerk Chatham County Commission

THUNDERBOLT, GEORGIA

BY:

Beth Goette, Mayor Town of Thunderbolt

MI BY:

Kay McCafferty, Clerk of Council Town of Thunderbolt

LOCAL EMERGENCY AND DISASTER MUTUAL AID AGREEMENT

WHEREAS, a need for mutual aid agreements between the counties, cities, authorities and private agencies in Georgia has been recognized; and

WHEREAS, authority for such agreements can be found in O.C.G.A. § 38-3-29 and Chatham County Emergency Management Code § 4-304.1.c.

NOW THEREFORE, be it resolved that the **CHATHAM COUNTY BOARD OF COMMISSIONERS** and the **CITY OF TYBEE ISLAND** adopt this Emergency and Disaster Mutual Aid Agreement.

1. Definitions: The following definitions shall apply throughout this agreement:

Agreement: "Agreement" means the Emergency and Disaster Mutual Aid Agreement.

Assisting Local Agency: "Assisting Local Agency" means the Participating Local Agency furnishing equipment, services, personnel or other aid pursuant to this agreement.

Disaster: "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 a county, city, the Governor, or the President of the United States.

Emergency: "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.

Emergency Management Director: "Emergency Management Director" means the person appointed by the County Commission to implement the Emergency Management Program for Chatham County.

Participating Local Agency: "Participating Local Agency" means a county, city, authority or private agency that has duly enacted this agreement.

- 2. **Term**: This agreement begins on the date executed by the parties and continues for one year. This agreement shall automatically renew for an additional one-year period unless any party provides written notice of an intention not to renew within 30 days of the expiration date.
- 3. **Basic Agreement:** Any Participating Local Agency requested to render mutual aid or requested to participate in exercises and training for mutual aid pursuant to this agreement shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.
- 4. Procedure: In the event of any emergency or disaster, a senior official (Chief, Department Head or above) of a Participating Local Agency may request assistance through a senior official of another Participating Local Agency or the Emergency Management Director. The provisions of this agreement shall only apply to requests for assistance made by and to senior officials or the Emergency Management Director. Requests may be verbal or in writing. If verbal, the request shall be confirmed in writing within ten days of the verbal request.

- 5. **Rights and Duties:** Each Participating Local Agency shall afford to the employees of any other Participating Local Agency, while operating within its jurisdiction under the terms and conditions of this agreement, the same powers (except that of arrest, unless specifically authorized by the Receiving Local Agency), duties, rights, privileges and immunities as are afforded employees of the Receiving Local Agency in which they are performing emergency services. Employees of the Assisting Local Agency will continue under the command and control of their regular leaders, but, as a group will come under the operational control of the emergency services authorities of the Receiving Local Agency, unless the Receiving Local Agency relinquishes such control.
- 6. **Licenses and Permits**: Whenever any person holds a license, certificate or other permit issued by the state, county or other qualified agency evidencing that the individual possesses any required professional, mechanical, or other skills, such person may be permitted by the Receiving Local Agency to render aid involving such skill in any other Participating Local Agency to meet an emergency or disaster situation.
- 7. **Compensation**: Each Participating Local Agency shall provide for the payment of compensation and death benefits to injured employees of that County and the representatives of deceased employees in case such employees sustain injuries or are killed while rendering aid pursuant to this agreement, in the same manner and on the same terms as if the injury or death were sustained within their own Local Agency.
- 8. **Payment and Reimbursement:** In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers. Expenses that are to be reimbursed by the Requesting Party shall include the following:

- (a) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (b) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (c) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (d) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

CITY OF TYBEE ISLAND, GEORGIA

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to or expense of such equipment shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of the claim under oath is served by mail or otherwise upon the chief fiscal officer of the Receiving Local Agency.

9. **Immunity**: Neither an Assisting Local Agency nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representative of any Assisting Local Agency, nor any unpaid trained personnel or member of any agency engaged in any emergency management activity pursuant to this agreement, shall be liable for the death of or injury to person or for damage to property as a result of such activity.

IN WITNESS WHEREOF, said parties hereunto set their hands and affixed their seals, the day and year defined below.

CHATHAM COUNTY, GEORGIA By: Chairman Chatham County Commission Bv: Clerk

Chatham County Commission

CITY OF TYBEE ISLAND, GEORGIA

Mayor, Jason Buelterman

Signed, sealed and delivered in the presence of:

Notary

Attest: Witness

Approved as to formary PUBLIC, CHATHAM COUNTY, GEORGIA MY COMMISSION EXPIRES: APRIL 2, 2019

Edward M. Hughes City Attorney

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: CHATHAM COUNTY, GEORGIA

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to on authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I

STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management Agency/Homeland Security (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, (the Act) as amended and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II

GENERAL PURPOSE

The purpose of this Agreement is to:

- Provide the agreement framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency aspects of resource shortages, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or a national security activity; and,
- 2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III

ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV

PARTICIPATING PARTY RESPONSIBILITIES

- (a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:
 - (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and
 - (2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

- (b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:
 - (1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or
 - (2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

- (1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and
- (2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time they will be needed; and
- (3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V

LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI

LIABILITY AND IMMUNITY

- (a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.
- (b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to property as a result of any ordinance relatives of such as a result of any such activity.
- (c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statutory or case law.

ARTICLE VII

RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VII

REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS

CHATHAM COUNTY, GEORGIA

and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers. Expenses that are to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE VIII

IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not

ARTICLE IX

TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2020. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE X

VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

Albert J. Scott, Chairman Chatham County Board of Commission

Denn's Jones, Director Chatham Emergency Management Agency

Mice Bocook, Clerk Chatham County Board of Commission

James Butterworth, Director Georgia Emergency Management Agency/ Homeland Security

Date: ____/

APPENDIX A

AUTHORIZED REPRESENTATIVES

The below named individual(s), in addition to the chief executive officer, is/are the "Authorized Representative(s)" for **CHATHAM COUNTY, GEORGIA** (county/municipality), and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above named county/municipality:

Dennis Jones	Emergency Management Director
Print Name Adventure of Above Individual	Job Title/Position
Lee Smith	County Manager
Print Name	Job Title/Position
Signature of Above Individual	
Michael Kaigler	Assistant County Manager
Print Name Michael Laicler	Job Title/Position
Signature of Above Individual	
Albert J. Scott, Chairman	Date: <u>66 21 16</u>

Chatham County Board of Commission

APPENDIX B

DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the "designated fiscal officer(s)" for <u>CHATHAM COUNTY,</u> <u>GEORGIA</u> (county/municipality) for the purpose of reimbursement sought for mutual aid:

Amy Davis

Finance Director

Print Name

Job Title/Position

Signature of Above Individual

Linda Cramer & Cramer

Print Name

Job Title/Position

Assistant County Manager

Signature of Above Individual

Dennis Jones

Emergency Management Director

Print Name

Signature of Above Individual

Albert J. Scott, Chairman Chatham County Board of Commission

Job Title/Position

Date: 06 121 116

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: BLOOMINGDALE, GEORGIA

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to on authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I

STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management Agency/Homeland Security (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, (the Act) as amended and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II

GENERAL PURPOSE

The purpose of this Agreement is to:

- Provide the agreement framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency aspects of resource shortages, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or a national security activity; and,
- 2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III

ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV

PARTICIPATING PARTY RESPONSIBILITIES

- (a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:
 - Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and
 - (2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

- (b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:
 - (1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or
 - (2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

- (1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and
- (2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time they will be needed; and
- (3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V

LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI

LIABILITY AND IMMUNITY

- (a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.
- (b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to property as a result of any ordinance relatives are result of any ordinance to property as a result of any such activity.
- (c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statutory or case law.

ARTICLE VII

RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VII

REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS

and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers. Expenses that are to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE VIII

IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE IX

TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2020. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE X

VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

Ben Rozier, Mayor City of Bloomingdale

Diane Proudfoot, Clerk of Council City of Bloomingdale

Dennis Jones, Director Chatham Emergency Management Agency

Albert J. Scott, Chairman Chatham County Board of Commission

Janice Bocook, Clerk Chatham County Commission

James Butterworth, Director Georgia Emergency Management Agency/ Homeland Security

Date: ____/___/____

APPENDIX A

AUTHORIZED REPRESENTATIVES

The below named individual(s), in addition to the chief executive officer, is/are the "Authorized Representative(s)" for **<u>BLOOMINGDALE, GEORGIA</u>** (county/municipality), and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above named county/municipality:

Ferman Tyler

Print Name

Signature of Above Individual

BlAir Jeffcoat

Print Name

Signature of Above Individual

Fire chief / END

Job Title/Position

Chief of Police

Job Title/Position

DENNIS JONES

Print Name

eul

Signature of Above Individual

Ben Rozier, Mayor City of Bloomingdale

CEMA DIRECTOR

Job Title/Position

Date: 3 ,28,16

APPENDIX B

DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the "designated fiscal officer(s)" for **BLOOMINGDALE, GEORGIA** (county/municipality) for the purpose of reimbursement sought for mutual aid:

Charles D. Akridge Print Name

Print Name

Signature of Above Individual

Melissa Ridley

Print Name

Signature of Above Individual

FerMAN Tyler

Print Name

Va

Signature of Above Individual

Date: 3 128, 16

Ben Rozier, Mayor **City of Bloomingdale**

nistrator

Job Title/Positio

Job Title/Position

Job Title/Position

____ Fire Chief

Finance Clerk

LOCAL EMERGENCY AND DISASTER MUTUAL AID AGREEMENT

WHEREAS, a need for mutual aid agreements between the counties, cities, authorities and private agencies in Georgia has been recognized; and

WHEREAS, authority for such agreements can be found in O.C.G.A. § 38-3-29 and Chatham County Emergency Management Code § 4-304.1.c.

NOW THEREFORE, be it resolved that the **CHATHAM COUNTY BOARD OF COMMISSIONERS** and the **CITY OF BLOOMINGDALE** adopt this Emergency and Disaster Mutual Aid Agreement.

1. Definitions: The following definitions shall apply throughout this agreement:

Agreement: "Agreement" means the Emergency and Disaster Mutual Aid Agreement.

Assisting Local Agency: "Assisting Local Agency" means the Participating Local Agency furnishing equipment, services, personnel or other aid pursuant to this agreement.

Disaster: "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 a county, city, the Governor, or the President of the United States.

Emergency: "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.

Emergency Management Director: "Emergency Management Director" means the person appointed by the County Commission to implement the Emergency Management Program for Chatham County.

Participating Local Agency: "Participating Local Agency" means a county, city, authority or private agency that has duly enacted this agreement.

Receiving Local Agency: "Receiving Local Agency" means the Participating Local Agency requesting equipment, services, personnel or other aid pursuant to this agreement.

- 2. **Term**: This agreement begins on the date executed by the parties and continues for one year. This agreement shall automatically renew for an additional one-year period unless any party provides written notice of an intention not to renew within 30 days of the expiration date.
- 3. **Basic Agreement:** Any Participating Local Agency requested to render mutual aid or requested to participate in exercises and training for mutual aid pursuant to this agreement shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.
- 4. Procedure: In the event of any emergency or disaster, a senior official (Chief, Department Head or above) of a Participating Local Agency may request assistance through a senior official of another Participating Local Agency or the Emergency Management Director. The provisions of this agreement shall only apply to requests for assistance made by and to senior officials or the Emergency Management Director. Requests may be verbal or in writing. If verbal, the request shall be confirmed in writing within ten days of the verbal request.

- 5. **Rights and Duties:** Each Participating Local Agency shall afford to the employees of any other Participating Local Agency, while operating within its jurisdiction under the terms and conditions of this agreement, the same powers (except that of arrest, unless specifically authorized by the Receiving Local Agency), duties, rights, privileges and immunities as are afforded employees of the Receiving Local Agency in which they are performing emergency services. Employees of the Assisting Local Agency will continue under the command and control of their regular leaders, but, as a group will come under the operational control of the emergency services authorities of the Receiving Local Agency, unless the Receiving Local Agency relinquishes such control.
- 6. **Licenses and Permits**: Whenever any person holds a license, certificate or other permit issued by the state, county or other qualified agency evidencing that the individual possesses any required professional, mechanical, or other skills, such person may be permitted by the Receiving Local Agency to render aid involving such skill in any other Participating Local Agency to meet an emergency or disaster situation.
- 7. **Compensation**: Each Participating Local Agency shall provide for the payment of compensation and death benefits to injured employees of that County and the representatives of deceased employees in case such employees sustain injuries or are killed while rendering aid pursuant to this agreement, in the same manner and on the same terms as if the injury or death were sustained within their own Local Agency.
- 8. **Payment and Reimbursement:** In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers. Expenses that are to be reimbursed by the Requesting Party shall include the following:

- (a) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (b) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (c) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (d) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

9. Immunity: Neither an Assisting Local Agency nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representative of any Assisting Local Agency, nor any unpaid trained personnel or member of any agency engaged in any emergency management activity pursuant to this agreement, shall be liable for the death of or injury to person or for damage to property as a result of such activity.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals, the day and year defined below.

Date:_____/____/____

CHATHAM COUNTY, GEORGIA

BY:

Albert J. Scott, Chairman Chatham County Commission

BLOOMINGDALE, GEORGIA

BY:

Ben Rozier, Mayor

City of Bloomingdale

BY:

Janice Bocook, Clerk Chatham County Commission BY:

Diane Proudfoot, Clerk of Council City of Bloomingdale



Garden City Fire Department

100 CENTRAL AVENUE GARDEN CITY, GEORGIA 31405



PHONE (912) 966-7780 FAX (912) 966-7792



- To: Ron Feldner, City Manager
- From: Chief Blake Hodge, Fire Chief
- Date: April 8, 2016
- Re: CEMA Local Mutual Aid Agreement

The purpose of this memorandum is to provide a recommendation for consideration by city council to renew Chatham Emergency Management's (CEMA) Local Mutual Aid Agreement (LMAA) and Georgia Emergency Management's Statewide Mutual Aid Agreement (SWMAA).

CEMA renews LMAA every four years, aligning with Georgia Emergency Management Agency's (GEMA) renewal schedule. These agreements solidify cooperative relationships and define how assistance for our jurisdiction will be coordinated and managed when requested.

New for this year, the SWMAA has two appendices.

- 1. Appendix A allows you to define up to three authorized representatives who can request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of your jurisdiction. I recommend the following representatives:
 - Blake Hodge, Fire Chief
 - David Lyons, Police Chief
 - Dennis Jones, Interim Director CEMA
- 2. Appendix B allows you to designate up to three fiscal officers for the purpose of reimbursements sought through mutual aid. I recommend the following fiscal officers:
 - Ron Feldner, City Manager
 - Rhonda Ferrell, Finance Director

City Council Action for Consideration

- 1. Renew the LMAA and the SWMAA
- 2. Approve the above recommendations for Appendix A in the SWMAA
- 3. Approve the above recommendations for Appendix B in the LMAA

See attached agreements (LMAA & SWMAA).

Please Contact me with any questions or concerns.

STATE OF GEORGIA)) COUNTY OF CHATHAM)

A RESOLUTION AUTHORIZING THE CITY OF GARDEN CITY TO RENEW ITS LOCAL EMERGENCY AND DISASTER MUTUAL AID AGREEMENT WITH CHATHAM COUNTY, GEORGIA; TO AUTHORIZE THE CITY'S MAYOR TO EXECUTE THE AGREEMENT; AND FOR OTHER PURPOSES.

WHEREAS, Garden City is desirous of renewing its participation in Chatham County's

Emergency Management Program through the execution of that certain Local Emergency and

Disaster Mutual Aid Agreement (the "Agreement") between the City and the County providing for

the pooling, lending, and borrowing of each party's equipment, services, and personnel in the event

of any emergency or disaster, a copy of the Agreement being attached hereto as Exhibit "A;" and,

WHEREAS, the Agreement is authorized under Section 38-3-29 of the Official Code of

Georgia, the County's Emergency Management Code, and the City Charter; and,

WHEREAS, the City deems its entering into the Agreement with the County to be in the best

interests of its residents and businesses.

NOW, THEREFORE, be it resolved by the Mayor and Council for Garden City, Georgia, and

it is hereby resolved that:

- 1. The Mayor and Council for Garden City, Georgia, hereby authorize the City of Garden City, Georgia, to enter into the Agreement attached hereto as Exhibit "A" wherein Chatham County and the City agree to continue providing emergency and disaster assistance to each other pursuant to the terms set forth therein.
- 2. The Mayor and Council further authorize the Mayor to execute the Agreement, together with any other document necessary to further the intent of this Resolution.

Adopted by the Mayor and Council of Garden City, Georgia, on this 18th day of April, 2016.

DA.

RHONDA FERRELL-BOWLES CLERK OF COUNCIL

Received and approved this18th day of April, 2016.

DON BETHUNE MAYOR, GARDEN CITY, GEORGIA

LOCAL EMERGENCY AND DISASTER MUTUAL AID AGREEMENT

WHEREAS, a need for mutual aid agreements between the counties, cities, authorities and private agencies in Georgia has been recognized; and

WHEREAS, authority for such agreements can be found in O.C.G.A. § 38-3-29 and Chatham County Emergency Management Code § 4-304.1.c.

NOW THEREFORE, be it resolved that the CHATHAM COUNTY BOARD OF COMMISSIONERS and the CITY OF GARDEN CITY adopt this Emergency and Disaster Mutual Aid Agreement.

1. Definitions: The following definitions shall apply throughout this agreement:

Agreement: "Agreement" means the Emergency and Disaster Mutual Aid Agreement.

Assisting Local Agency: "Assisting Local Agency" means the Participating Local Agency furnishing equipment, services, personnel or other aid pursuant to this agreement.

Disaster: "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 a county, city, the Governor, or the President of the United States.

Emergency: "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.

Emergency Management Director: "Emergency Management Director" means the person appointed by the County Commission to implement the Emergency Management Program for Chatham County.

Participating Local Agency: "Participating Local Agency" means a county, city, authority or private agency that has duly enacted this agreement.

Receiving Local Agency: "Receiving Local Agency" means the Participating Local Agency requesting equipment, services, personnel or other aid pursuant to this agreement.

- 2. Term: This agreement begins on the date executed by the parties and continues for one year. This agreement shall automatically renew for an additional one-year period unless any party provides written notice of an intention not to renew within 30 days of the expiration date.
- 3. Basic Agreement: Any Participating Local Agency requested to render mutual aid or requested to participate in exercises and training for mutual aid pursuant to this agreement shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.
- 4. **Procedure:** In the event of any emergency or disaster, a senior official (Chief, Department Head or above) of a Participating Local Agency may request assistance through a senior official of another Participating Local Agency or the Emergency Management Director. The provisions of this agreement shall only apply to requests for assistance made by and to senior officials or the Emergency Management Director. Requests may be verbal or in writing. If verbal, the request shall be confirmed in writing within ten days of the verbal request.

- 5. Rights and Duties: Each Participating Local Agency shall afford to the employees of any other Participating Local Agency, while operating within its jurisdiction under the terms and conditions of this agreement, the same powers (except that of arrest, unless specifically authorized by the Receiving Local Agency), duties, rights, privileges and immunities as are afforded employees of the Receiving Local Agency in which they are performing emergency services. Employees of the Assisting Local Agency will continue under the command and control of their regular leaders, but, as a group will come under the operational control of the emergency services authorities of the Receiving Local Agency, unless the Receiving Local Agency relinquishes such control.
- 6. Licenses and Permits: Whenever any person holds a license, certificate or other permit issued by the state, county or other qualified agency evidencing that the individual possesses any required professional, mechanical, or other skills, such person may be permitted by the Receiving Local Agency to render aid involving such skill in any other Participating Local Agency to meet an emergency or disaster situation.
- 7. Compensation: Each Participating Local Agency shall provide for the payment of compensation and death benefits to injured employees of that County and the representatives of deceased employees in case such employees sustain injuries or are killed while rendering aid pursuant to this agreement, in the same manner and on the same terms as if the injury or death were sustained within their own Local Agency.
- 8. **Payment and Reimbursement:** In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers. Expenses that are to be reimbursed by the Requesting Party shall include the following:

- (a) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (b) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (c) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (d) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

GARDEN CITY, GEORGIA

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

9. Immunity: Neither an Assisting Local Agency nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representative of any Assisting Local Agency, nor any unpaid trained personnel or member of any agency engaged in any emergency management activity pursuant to this agreement, shall be liable for the death of or injury to person or for damage to property as a result of such activity.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals, the day and year defined below.

Date:_____/___/

CHATHAM COUNTY, GEORGIA

BY:

Albert J. Scott, Chairman Chatham County Commission

GARDEN CITY, GEORGIA

BY:

Don Bethune, Mayor City of Garden City

BY:

Janice Bocook, Clerk Chatham County Commission

BY:

Rhonda Ferrell-Bowles, Clerk of Council City of Garden City A RESOLUTION AUTHORIZING GARDEN CITY, GEORGIA TO EXECUTE THAT CERTAIN STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT WITH THE GEORGIA EMERGENCY MANAGEMENT AGENCY/HOMELAND SECURITY AND ANY COUNTY OR OTHER MUNICIPALITY WITHIN THE STATE OF GEORGIA ALSO EXECUTING SAME, TO ENSURE THE TIMELY PROVISION OF MUTUAL AID IN TIMES OF EMERGENCIES AND TO FURTHER INSURE THE REIMBURSEMENT OF COSTS INCURRED BY PARTICIPATING PARTIES WHO RENDER ASSISTANCE.

WHEREAS, disastrous incidents occur necessitating immediate response to insure the safety of person and property; and,

WHEREAS, many disastrous incidents present major public safety conditions which are likely to cause consequences necessitating a response beyond the capabilities of the personnel, equipment, facilities and other resources of Garden City; and,

WHEREAS, other political subdivisions of the State of Georgia are likewise likely to be confronted with similar disastrous incidents and the need for immediate emergency assistance if the effects of such incidents necessitate responses beyond the capabilities of the personnel, equipment, facilities and other resources of those jurisdictions; and,

WHEREAS, by combining the resources of Garden City with the resources of the other political subdivisions of the State of Georgia, and the Georgia Emergency Management Agency/Homeland Security (GEMA/HS) during disastrous incidents, the life and property of all citizens may be better protected;

WHEREAS, GEMA/HS has drafted and proposed for execution by the City that certain Statewide Mutual Aid and Assistance Agreement (the "Agreement") providing the framework to support mutual assistance in managing any emergency or disaster occurring within any political subdivision that is a signatory thereof, a copy of the Agreement being attached hereto as Exhibit "A;" and,

WHEREAS, to protect and assure uninterrupted delivery of emergency assistance thereunder, the Agreement requires each party thereto to (a) identify those persons (in addition to the Mayor), who are authorized to act on behalf of the party concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another participating party or from or through the State of Georgia, and (2) identify the fiscal officers of the party to whom invoices should be sent by other parties for reimbursement of certain costs and expenses incurred in rendering emergency assistance to such party; and,

WHEREAS, the City is desirous of entering into and complying with the terms of the Agreement to maximize the protection of the life and property of its residents when disastrous

incidents occur and immediate emergency assistance beyond the City's capabilities is needed; and,

WHEREAS, the Agreement is legally authorized and governed by the provisions set forth in Articles I through III, Chapter 3, Title 38, of the Official Code of Georgia Annotated.

NOW THERFORE, BE IT RESOLVED, as follows:

Section 1: Garden City shall enter into, and be bound by, the Agreement by authorizing the Mayor to execute same.

Section 2: The City shall designate in the Agreement its Chief of Police (currently David Lyons), its Fire Chief (currently Blake Hodge), and the Director of the Chatham Emergency Management Agency (CEMA) (currently Dennis Jones) as the persons, in addition to the Mayor, authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on its behalf pursuant to the terms of the Agreement.

Section 3: The City shall also designate in the Agreement its City Manager (currently Ron Feldner) and its Finance Director (currently Rhonda Ferrell-Bowles) as the City's fiscal officers who shall be authorized to handle, on behalf of the City, reimbursement sought for mutual aid provided pursuant to the terms of the Agreement.

Adopted by the Mayor and Council of Garden City, Georgia, on this 18th day of April, 2016.

Rhonda Ferrell-Bowles, Clerk of Council

Received and approved this 18th day of April, 2016.

Don Bethune, Mayor

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: GARDEN CITY, GEORGIA

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to on authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I

STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management Agency/Homeland Security (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, (the Act) as amended and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II

GENERAL PURPOSE

The purpose of this Agreement is to:

- 1. Provide the agreement framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency aspects of resource shortages, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or a national security activity; and,
- 2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III

ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV

PARTICIPATING PARTY RESPONSIBILITIES

- (a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:
 - (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and
 - (2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

- (b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:
 - (1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or
 - (2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

- (1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and
- (2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time they will be needed; and
- (3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V

LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI

LIABILITY AND IMMUNITY

- (a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.
- (b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to property as a result of any ordinance relating to property as a result of any such activity.
- (c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statutory or case law.

ARTICLE VII

RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VII

REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS

and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers. Expenses that are to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE VIII

IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE IX

TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2020. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE X

VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

Don Bethune, Mayor City of Garden City

Albert J. Scott, Chairman Chatham County Board of Commission

Rhondy Lawell-Roule

Rhonda Ferrell-Bowles, Clerk of Council City of Garden City

Dennis Jones, Director Chatham Emergency Management Agency

Janice Bocook, Clerk Chatham County Commission

James Butterworth, Director Georgia Emergency Management Agency/ Homeland Security

Date: ____/___/

APPENDIX A

AUTHORIZED REPRESENTATIVES

The below named individual(s), in addition to the chief executive officer, is/are the "Authorized Representative(s)" for <u>GARDEN CITY, GEORGIA</u> (county/municipality), and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above named county/municipality:

LODGE SLAVE **Print Name** Signature of Above Individual

Print Name

Signature of Above Individual

FIRE CHIFF

Job Title/Position

Job Title/Position

DENNIS JINES

Print Name

Signature of Above Individual

Don Bethune, Mayor City of Garden City

CEMA DIRECTOR

Job Title/Position

Date: 4 / 18 / 16

APPENDIX B

DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the "designated fiscal officer(s)" for GARDEN CITY, GEORGIA (county/municipality) for the purpose of reimbursement sought for mutual aid:

RONALD FELDNER

Print Name

Signature of Above Individual

inda Fernell

Print Name

Da

Signature of Above Individual

Print Name

Job Title/Position

Signature of Above Individual

Date: 4 / 18 / 16

Don Bethune, Mayor City of Garden City

Finance Director

Job Title/Position

City Manager Job Title/Position



CITY OF POOLER

100 Southwest Highway 80 Pooler, Georgia 31322 (912) 748-7261 Fax: (912) 330-0987 www.pooler-ga.us

Robert H. Byrd, Jr. - City Manager

Steve Scheer - City Attorney

Mayor Michael F. Lamb

CITY COUNCIL

Bruce Allen Rebecca C. Benton Shannon Black Ashley Brown Mike Royal Stevie E. Wall

April 22, 2016

Dennis Jones, CEM, GAPEM Interim Director Chatham Emergency Management Agency 124 Bull St., Room 140 Savannah, GA 31401

Re: Statewide Mutual Aid and Assistance Agreement

Dear Mr. Jones:

Enclosed please find the aforementioned agreement with signatures from the City of Pooler officials.

Upon execution by the remaining parties, please forward a copy to me for my records.

Sincerely,

Marbet Imles

Maribeth Lindler City Clerk

/ml

Enclosure

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: POOLER, GEORGIA

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to on authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I

STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management Agency/Homeland Security (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, (the Act) as amended and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II

GENERAL PURPOSE

The purpose of this Agreement is to:

- 1. Provide the agreement framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency aspects of resource shortages, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or a national security activity; and,
- 2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III

ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV

PARTICIPATING PARTY RESPONSIBILITIES

- (a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:
 - (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and
 - (2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

- (b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:
 - (1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or
 - (2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

- (1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and
- (2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time they will be needed; and
- (3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V

LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI

LIABILITY AND IMMUNITY

- (a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.
- (b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to property as a result of any ordinance to property as a result of any such activity.
- (c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statutory or case law.

ARTICLE VII

RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VII

REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS

and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers. Expenses that are to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE VIII

IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE IX

TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2020. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE X

VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

17. Somb

Michael F. Lamb, Mayor City of Pooler

Albert J. Scott, Chairman Chatham County Board of Commission

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Maribeth Lindler, Clerk of Council

City of Pooler

Dennis Jones, Director Chatham Emergency Management Agency

Janice Bocook, Clerk Chatham County Commission

James Butterworth, Director Georgia Emergency Management Agency/ Homeland Security

Date: ____/___/____

APPENDIX A

AUTHORIZED REPRESENTATIVES

The below named individual(s), in addition to the chief executive officer, is/are the "Authorized Representative(s)" for **POOLER, GEORGIA** (county/municipality), and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above named county/municipality:

Wade Simmons

Print Name

Signature of Above Individual

Matt Saxon

Print Name

70

Signature of Above Individual

Five Chief

Job Title/Position

Public Works Divector

Job Title/Position

Dennis Jones

Print Name

Signature of Above Individual

Michael F. Lamb, Mayor City of Pooler

Interim Divector / CEMA

Job Title/Position

Date: 4 / 18/16

APPENDIX B

DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the "designated fiscal officer(s)" for **POOLER, GEORGIA** (county/municipality) for the purpose of reimbursement sought for mutual aid:

Robert H. Byrd, Jr. Print Name

City Manager

Job Title/Position

Signature of Above Individual

Warner Michelle

Print Name

Signature of Above Individual

Wade Simmons

Print Name

Signature of Above Individual

Michael F. Lamb, Mayor City of Pooler

Finance Officer

Job Title/Position

FiveChief

Job Title/Position

Date: 4 / 18/16

LOCAL EMERGENCY AND DISASTER MUTUAL AID AGREEMENT

WHEREAS, a need for mutual aid agreements between the counties, cities, authorities and private agencies in Georgia has been recognized; and

WHEREAS, authority for such agreements can be found in O.C.G.A. § 38-3-29 and Chatham County Emergency Management Code § 4-304.1.c.

NOW THEREFORE, be it resolved that the **CHATHAM COUNTY BOARD OF COMMISSIONERS** and the **CITY OF POOLER** adopt this Emergency and Disaster Mutual Aid Agreement.

1. Definitions: The following definitions shall apply throughout this agreement:

Agreement: "Agreement" means the Emergency and Disaster Mutual Aid Agreement.

Assisting Local Agency: "Assisting Local Agency" means the Participating Local Agency furnishing equipment, services, personnel or other aid pursuant to this agreement.

Disaster: "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 a county, city, the Governor, or the President of the United States.

Emergency: "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.

Emergency Management Director: "Emergency Management Director" means the person appointed by the County Commission to implement the Emergency Management Program for Chatham County.

Participating Local Agency: "Participating Local Agency" means a county, city, authority or private agency that has duly enacted this agreement.

Receiving Local Agency: "Receiving Local Agency" means the Participating Local Agency requesting equipment, services, personnel or other aid pursuant to this agreement.

- 2. **Term**: This agreement begins on the date executed by the parties and continues for one year. This agreement shall automatically renew for an additional one-year period unless any party provides written notice of an intention not to renew within 30 days of the expiration date.
- 3. **Basic Agreement:** Any Participating Local Agency requested to render mutual aid or requested to participate in exercises and training for mutual aid pursuant to this agreement shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.
- 4. Procedure: In the event of any emergency or disaster, a senior official (Chief, Department Head or above) of a Participating Local Agency may request assistance through a senior official of another Participating Local Agency or the Emergency Management Director. The provisions of this agreement shall only apply to requests for assistance made by and to senior officials or the Emergency Management Director. Requests may be verbal or in writing. If verbal, the request shall be confirmed in writing within ten days of the verbal request.

- 5. **Rights and Duties:** Each Participating Local Agency shall afford to the employees of any other Participating Local Agency, while operating within its jurisdiction under the terms and conditions of this agreement, the same powers (except that of arrest, unless specifically authorized by the Receiving Local Agency), duties, rights, privileges and immunities as are afforded employees of the Receiving Local Agency in which they are performing emergency services. Employees of the Assisting Local Agency will continue under the command and control of their regular leaders, but, as a group will come under the operational control of the emergency services authorities of the Receiving Local Agency, unless the Receiving Local Agency relinquishes such control.
- 6. **Licenses and Permits**: Whenever any person holds a license, certificate or other permit issued by the state, county or other qualified agency evidencing that the individual possesses any required professional, mechanical, or other skills, such person may be permitted by the Receiving Local Agency to render aid involving such skill in any other Participating Local Agency to meet an emergency or disaster situation.
- 7. **Compensation**: Each Participating Local Agency shall provide for the payment of compensation and death benefits to injured employees of that County and the representatives of deceased employees in case such employees sustain injuries or are killed while rendering aid pursuant to this agreement, in the same manner and on the same terms as if the injury or death were sustained within their own Local Agency.
- 8. **Payment and Reimbursement:** In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers. Expenses that are to be reimbursed by the Requesting Party shall include the following:

- (a) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (b) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (c) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (d) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

9. **Immunity**: Neither an Assisting Local Agency nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representative of any Assisting Local Agency, nor any unpaid trained personnel or member of any agency engaged in any emergency management activity pursuant to this agreement, shall be liable for the death of or injury to person or for damage to property as a result of such activity.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals, the day and year defined below.

Date:____/__/____

CHATHAM COUNTY, GEORGIA

BY:

Albert J. Scott, Chairman Chatham County Commission POOLER, GEORGIA

BY:

Michael F. Lamb, Mayor City of Pooler

BY:

Janice Bocook, Clerk Chatham County Commission

arubett BY:

Maribeth Lindler, Clerk of Council City of Pooler



Chatham Emergency Management Agency 124 Bull Street, Room 140 Savannah, Georgia 31401 Office: 912-201-4500



March 22, 2016

Phillip Claxton City Administrator City of Port Wentworth 305 South Coastal Highway Port Wentworth, Georgia 31407

Mr. Claxton:

Every four years, the Georgia Emergency Management Agency (GEMA) renews Statewide Mutual Aid Agreements (SWMAA) between political jurisdictions throughout Georgia. The Chatham Emergency Management Agency (CEMA) also uses this same schedule for updating the Local Mutual Aid Agreements (LMAA). These agreements solidify cooperative relationships and define how assistance for your jurisdiction will be coordinated and managed when requested. These Agreements are also designed to ensure connectivity for resources from CEMA, GEMA and FEMA during emergency and disaster situations; both documents are in line with the Georgia Emergency Management Act O.C.G.A §38-3-29 and the Chatham County Emergency Management Ordinance §4-304.1.c.

New for this year, the SWMAA has two Appendices. Appendix A allows you to define up to three Authorized Representatives who can request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of your jurisdiction. I recommend you include my position as one of the three. This will help streamline request for support and assist with continuity.

Appendix B allows you to designate up to three Fiscal Officers for the purpose of reimbursements sought through mutual aid.

Please review each document and return signed originals. I will coordinate remaining signatures and ensure you have fully signed copies once completed.

Thank you for your continued support to build a holistic emergency management program. We are one community, and the efforts you have taken ensure the whole community will be as prepared as possible.

If I can answer any questions, please don't hesitate to contact me at 912-201-4500.

Best.

Dennis Jones, CEM, GAPEM Interim Director Chatham Emergency Management Agency

Enclosures

/ssc

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: PORT WENTWORTH, GEORGIA

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to on authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I

STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management Agency/Homeland Security (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, (the Act) as amended and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II

GENERAL PURPOSE

The purpose of this Agreement is to:

- 1. Provide the agreement framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency aspects of resource shortages, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or a national security activity; and,
- 2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III

ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV

PARTICIPATING PARTY RESPONSIBILITIES

- (a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:
 - (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and
 - (2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

- (b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:
 - (1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or
 - (2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

- (1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and
- (2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time they will be needed; and
- (3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V

LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI

LIABILITY AND IMMUNITY

- (a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.
- (b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to property as a result of any ordinance relatives are shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.
- (c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statutory or case law.

ARTICLE VII

RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VII

REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS

and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers. Expenses that are to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE VIII

IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE IX

TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2020. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE X

VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

Glenn Jones, Mayor City of Port Wentworth

Miriam B. Jordan, Clerk of Council City of Port Wentworth

Albert J. Scott, Chairman Chatham County Board of Commission

Janice Bocook, Clerk Chatham County Commission

Dennis Jones, Director Chatham Emergency Management Agency James Butterworth, Director Georgia Emergency Management Agency/ Homeland Security

Date: ____ / ___ /

APPENDIX A

AUTHORIZED REPRESENTATIVES

The below named individual(s), in addition to the chief executive officer, is/are the "Authorized Representative(s)" for **PORT WENTWORTH, GEORGIA** (county/municipality), and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above named county/municipality:

Phillip Claxton

Print Name

Thelep

Signature of Above Individual

Matt

Print Name

Signature of Above Individual

Dennis Jones

Print Name

City Administrator

Job Title/Position

Public Satety Director

Job Title/Position

Director, CEMA

Job Title/Position

Signature of Above Individual

6. d

Glenn Jones, Mayor City of Port Wentworth

Date: 5 / 96 / 16

APPENDIX B

DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the "designated fiscal officer(s)" for **PORT WENTWORTH**, **GEORGIA** (county/municipality) for the purpose of reimbursement sought for mutual aid:

Phillip Claxton

Print Name

heip

Signature of Above Individual

Miriam Jordan

Clerk of Council

Haministrator

Job Title/Position

Job Title/Position

Print Name

linaup

Signature of Above Individual

Dennis Jones

Print Name

Director, CEMA

Job Title/Position

Signature of Above Individual

_____ Date: _ J 16 / 16

Glenn Jones, Mayor City of Port Wentworth

LOCAL EMERGENCY AND DISASTER MUTUAL AID AGREEMENT

WHEREAS, a need for mutual aid agreements between the counties, cities, authorities and private agencies in Georgia has been recognized; and

WHEREAS, authority for such agreements can be found in O.C.G.A. § 38-3-29 and Chatham County Emergency Management Code § 4-304.1.c.

NOW THEREFORE, be it resolved that the **CHATHAM COUNTY BOARD OF COMMISSIONERS** and the **CITY OF PORT WENTWORTH** adopt this Emergency and Disaster Mutual Aid Agreement.

1. Definitions: The following definitions shall apply throughout this agreement:

Agreement: "Agreement" means the Emergency and Disaster Mutual Aid Agreement.

Assisting Local Agency: "Assisting Local Agency" means the Participating Local Agency furnishing equipment, services, personnel or other aid pursuant to this agreement.

Disaster: "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 a county, city, the Governor, or the President of the United States.

Emergency: "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.

Emergency Management Director: "Emergency Management Director" means the person appointed by the County Commission to implement the Emergency Management Program for Chatham County.

Participating Local Agency: "Participating Local Agency" means a county, city, authority or private agency that has duly enacted this agreement.

Receiving Local Agency: "Receiving Local Agency" means the Participating Local Agency requesting equipment, services, personnel or other aid pursuant to this agreement.

- 2. **Term**: This agreement begins on the date executed by the parties and continues for one year. This agreement shall automatically renew for an additional one-year period unless any party provides written notice of an intention not to renew within 30 days of the expiration date.
- 3. **Basic Agreement:** Any Participating Local Agency requested to render mutual aid or requested to participate in exercises and training for mutual aid pursuant to this agreement shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.
- 4. **Procedure**: In the event of any emergency or disaster, a senior official (Chief, Department Head or above) of a Participating Local Agency may request assistance through a senior official of another Participating Local Agency or the Emergency Management Director. The provisions of this agreement shall only apply to requests for assistance made by and to senior officials or the Emergency Management Director. Requests may be verbal or in writing. If verbal, the request shall be confirmed in writing within ten days of the verbal request.

- 5. **Rights and Duties:** Each Participating Local Agency shall afford to the employees of any other Participating Local Agency, while operating within its jurisdiction under the terms and conditions of this agreement, the same powers (except that of arrest, unless specifically authorized by the Receiving Local Agency), duties, rights, privileges and immunities as are afforded employees of the Receiving Local Agency in which they are performing emergency services. Employees of the Assisting Local Agency will continue under the command and control of their regular leaders, but, as a group will come under the operational control of the emergency services authorities of the Receiving Local Agency, unless the Receiving Local Agency relinquishes such control.
- 6. **Licenses and Permits**: Whenever any person holds a license, certificate or other permit issued by the state, county or other qualified agency evidencing that the individual possesses any required professional, mechanical, or other skills, such person may be permitted by the Receiving Local Agency to render aid involving such skill in any other Participating Local Agency to meet an emergency or disaster situation.
- 7. **Compensation**: Each Participating Local Agency shall provide for the payment of compensation and death benefits to injured employees of that County and the representatives of deceased employees in case such employees sustain injuries or are killed while rendering aid pursuant to this agreement, in the same manner and on the same terms as if the injury or death were sustained within their own Local Agency.
- 8. Payment and Reimbursement: In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers. Expenses that are to be reimbursed by the Requesting Party shall include the following:

- (a) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (b) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (c) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (d) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

9. **Immunity**: Neither an Assisting Local Agency nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representative of any Assisting Local Agency, nor any unpaid trained personnel or member of any agency engaged in any emergency management activity pursuant to this agreement, shall be liable for the death of or injury to person or for damage to property as a result of such activity.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals, the day and year defined below.

Date:_____/____/____

CHATHAM COUNTY, GEORGIA

BY:

Albert J. Scott, Chairman Chatham County Commission PORT WENTWORTH, GEORGIA

BY:

6.CC

Glenn Jones, Mayor City of Port Wentworth

BY:

Janice Bocook, Clerk Chatham County Commission

BY.

Miriam B. Jordan, Clerk of Council City of Port Wentworth

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: SAVANNAH, GEORGIA

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to on authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I

STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management Agency/Homeland Security (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, (the Act) as amended and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II

GENERAL PURPOSE

The purpose of this Agreement is to:

- 1. Provide the agreement framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency aspects of resource shortages, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or a national security activity; and,
- 2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III

ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV

PARTICIPATING PARTY RESPONSIBILITIES

- (a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:
 - Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and
 - (2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

- (b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:
 - (1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or
 - (2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

- (1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and
- (2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time they will be needed; and
- (3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V

LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI

LIABILITY AND IMMUNITY

- (a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.
- (b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to property as a result of any ordinance relativity.
- (c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statutory or case law.

ARTICLE VII

RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VII

REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS

SAVANNAH, GEORGIA

and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers. Expenses that are to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE VIII

IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE IX

TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2020. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE X

VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

Stephanie Cutter, City Manager City of Savannah

Albert J. Scott, Chairman Chatham County Board of Commission

al

Janice Bocook, Clerk Chatham County Commission

Dyanne C. Reese, Clerk of Council

City of Savannah

Dennis Jones, Director Chatham Emergency Management Agency

James Butterworth, Director Georgia Emergency Management Agency/ Homeland Security

Date: _____/____/_____/

Statewide Mutual Aid and Assistance Agreement - 2016

APPENDIX A

AUTHORIZED REPRESENTATIVES

The below named individual(s), in addition to the chief executive officer, is/are the "Authorized Representative(s)" for **SAVANNAH, GEORGIA** (county/municipality), and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above named county/municipality:

Print Name

Emergence anaper

u.d.

Signature of Above Individual

Minhleta

Print Name

Job Title, Position

Job Title/Position

Fire

Signature of Above Individual

Print Name

Signature of Above Individual

Elle

Stephanie Cutter, City Manager City of Savannah

lanacek Job Title/Position

Date: 4 1/71/4

APPENDIX B

DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the "designated fiscal officer(s)" for **SAVANNAH**, **GEORGIA** (county/municipality) for the purpose of reimbursement sought for mutual aid:

Print Name

Ull

Signature of Above Individual

Print Name

Signature of Above Individual

Print Name

Job Title/Position

Job Title/Position

Job Title/Position

el

Signature of Above Individual

lite

Date: 6 117114

Stephanie Cutter, City Manager City of Savannah

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

CITY OF TYBEE ISLAND, CHATHAM COUNTY, GEORGIA

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act), gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contacted in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management Agency/Homeland Security (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

(1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).

(2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.

(3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.

(4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.

(5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this Agreement.

(6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.

(7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act (the Act), as amended, and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the agreement framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency aspects of resource shortages, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or a national security activity; and,

2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III ACKNOWLEDGMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

(1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be

confirmed in writing with 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time they will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule, or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statutory or case law.

ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this Agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), the Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay

any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers. Expenses that are to be reimbursed by the Requesting Party shall include the following:

(1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Party's personnel under the terms of the Georgia Workers Compensation Act; and

(2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and

(3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and

(4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE IX IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE X TERMS OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2020. Agreement of the Participating Parties to extend the term of this Agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this Agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

Jason Buelterman, Mayor City of Tybee Island

Date: 5 / 11 / 16

Albert J. Scott, Chairman Chatham County Board of Commission

Date: __/ /____

Attest:

et L'HL Clerk

Approved as to form:

Edward M. Hughes City Attorney

Dennis Jones, Director Chatham Emergency Management Agency

Date: <u>**r**/26/16</u>

James Butterworth, Director Georgia Emergency Management Agency/ Homeland Security

Date: / /

Statewide Mutual Aid and Assistance Agreement - 2016

<u>APPENDIX A</u> <u>AUTHORIZED REPRESENTATIVES</u>

The below named individual(s), in addition to the chief executive officer, is/are the "Authorized Representative(s)" for the City of Tybee Island, Chatham County, Georgia, and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the City of Tybee Island:

ROBERT BRYSON

CHIEF OF POLICE

SIGNATURE OF ABOVE INDIVIDUAL

ASHLEY FIELDS

FIRE CHIEF

SIGNATURE OF ABOVE INDIVIDUAL

DENNIS JONES OF ABOVE INDIVIDUAL

CEMA DIRECTOR

ÈCUTIVE OFFICER - Signature CHIEF EX

Date: 5 / 11 / 16

APPENDIX B DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the "designated fiscal officer(s)" for the City of Tybee Island, Chatham County, Georgia for the purpose of reimbursement sought for mutual aid:

ANGELA HUDSON SIGNATURE OF ABOVE INDIVIDUAL

FINANCE DIRECTOR

IT MANAGER

TODD SMITH SIGNATURE OF ABOVE INDIVIDUAL

CHIEF EXECUTIVE OFFICER - Signature

A RESOLUTION OF THE CITY OF BLOOMINGDALE AUTHORIZING ADOPTION OF THE CHATHAM COUNTY MULTI-JURISDICTION HAZARD MITIGATION PLAN

WHEREAS, Chatham County and its municipal governments are vulnerable to an array of natural hazards that can cause loss of life and damages to public and private property; and

WHEREAS, Chatham County and its municipal governments desire to seek ways to mitigate situations that may aggravate such circumstances; and

WHEREAS, the development and implementation of a Multi-Jurisdiction Hazard Mitigation Plan can result in actions that reduce the long-term risk to life and property from natural hazards; and

WHEREAS, it is the intent of Chatham County and its municipal governments to protect its citizens and property from the effects of natural hazards by preparing and maintaining a local hazard mitigation plan; and

WHEREAS, it is the intent of Chatham County and its municipal governments to fulfill its obligation under the Georgia Emergency Management Act of 1981 and the Robert T. Stafford Disaster Relief and Emergency Assistance Act to remain eligible to receive state and federal assistance in the event of a declared disaster affecting Chatham County; and

WHEREAS, Chatham County, in coordination with Bloomingdale, Garden City, Pooler, Port Wentworth, Savannah, Thunderbolt, and Tybee Island, have prepared a Multi-Jurisdictional Hazard Mitigation Plan with input from the appropriate local and state officials; and

WHEREAS, the Georgia Emergency Management Agency and the Federal Emergency Management Agency have reviewed the Chatham County Multi-Jurisdiction Hazard Mitigation Plan for legislative compliance and has approved the Plan pending the completion of local adoption procedures;

NOW, THEREFORE, LET BE IT RESOLVED that the City of Bloomingdale hereby adopts the Chatham County Multi-Jurisdictional Hazard Mitigation Plan; and agrees to take such other official action as reasonably necessary to carry out the proposed actions identified by the Plan.

Adopted on December 3, , 2015.

Ben Rozier, Mayor City of Bloomingdale

ATTEST

A RESOLUTION OF THE CHATHAM COUNTY COMMISSION AUTHORIZING ADOPTION OF THE CHATHAM COUNTY MULTI-JURISDICTION HAZARD MITIGATION PLAN

WHEREAS, Chatham County and its municipal governments are vulnerable to an array of natural hazards that can cause loss of life and damages to public and private property; and

WHEREAS, Chatham County and its municipal governments desire to seek ways to mitigate situations that may aggravate such circumstances; and

WHEREAS, the development and implementation of a Multi-Jurisdiction Hazard Mitigation Plan can result in actions that reduce the long-term risk to life and property from natural hazards; and

WHEREAS, it is the intent of Chatham County and its municipal governments to protect its citizens and property from the effects of natural hazards by preparing and maintaining a local hazard mitigation plan; and

WHEREAS, it is the intent of Chatham County and its municipal governments to fulfill its obligation under the Georgia Emergency Management Act of 1981 and the Robert T. Stafford Disaster Relief and Emergency Assistance Act to remain eligible to receive state and federal assistance in the event of a declared disaster affecting Chatham County; and

WHEREAS, Chatham County, in coordination with Bloomingdale, Garden City, Pooler, Port Wentworth, Savannah, Thunderbolt, and Tybee Island, have prepared a Multi-Jurisdictional Hazard Mitigation Plan with input from the appropriate local and state officials; and

WHEREAS, the Georgia Emergency Management Agency and the Federal Emergency Management Agency have reviewed the Chatham County Multi-Jurisdiction Hazard Mitigation Plan for legislative compliance and has approved the Plan pending the completion of local adoption procedures;

NOW, THEREFORE, LET BE IT RESOLVED that the Chatham County Commission hereby adopts the Chatham County Multi-Jurisdictional Hazard Mitigation Plan; and agrees to take such other official action as reasonably necessary to carry out the proposed actions identified by the Plan.

Adopted on December 4 , 2015.

Albert J. Scott, Chairman Board of County Commissioners



A RESOLUTION OF THE CITY OF SAVANNAH AUTHORIZING ADOPTION OF THE CHATHAM COUNTY MULTI-JURISDICTION HAZARD MITIGATION PLAN

WHEREAS, Chatham County and its municipal governments are vulnerable to an array of natural hazards that can cause loss of life and damages to public and private property; and

WHEREAS, Chatham County and its municipal governments desire to seek ways to mitigate situations that may aggravate such circumstances; and

WHEREAS, the development and implementation of a Multi-Jurisdiction Hazard Mitigation Plan can result in actions that reduce the long-term risk to life and property from natural hazards; and

WHEREAS, it is the intent of Chatham County and its municipal governments to protect its citizens and property from the effects of natural hazards by preparing and maintaining a local hazard mitigation plan; and

WHEREAS, it is the intent of Chatham County and its municipal governments to fulfill its obligation under the Georgia Emergency Management Act of 1981 and the Robert T. Stafford Disaster Relief and Emergency Assistance Act to remain eligible to receive state and federal assistance in the event of a declared disaster affecting Chatham County; and

WHEREAS, Chatham County, in coordination with Bloomingdale, Garden City, Pooler, Port Wentworth, Savannah, Thunderbolt, and Tybee Island, have prepared a Multi-Jurisdictional Hazard Mitigation Plan with input from the appropriate local and state officials; and

WHEREAS, the Georgia Emergency Management Agency and the Federal Emergency Management Agency have reviewed the Chatham County Multi-Jurisdiction Hazard Mitigation Plan for legislative compliance and has approved the Plan pending the completion of local adoption procedures;

NOW, THEREFORE, LET BE IT RESOLVED that the City of Savannah hereby adopts the Chatham County Multi-Jurisdictional Hazard Mitigation Plan; and agrees to take such other official action as reasonably necessary to carry out the proposed actions identified by the Plan.

Adopted on DECEMBER 22, 2015

Edna Jackson, Mayor

Edna Jackson, Mayo City of Savannah

ATTEST: Dyanne C. Reese, Olerk of Counci

Mayor DON BETHUNE

Members of Council BRUCE A. CAMPBELL ROSETTA BRYANT CODY MARCIA C. DANIEL BESSIE KICKLIGHTER DEBBIE RUIZ KIMBERLY WEXEL-TICE



City Manager RONALD A. FELDNER

Clerk of Council RHONDA FERRELL-BOWLES

> City Attorney JAMES P. GERARD

January 22, 2016

Mr. Dennis Jones, Interim Director Chatham County Emergency Management Agency 124 Bull Street, Room 140 Savannah, Georgia 31401

RE: City of Garden City Resolution of Adoption Chatham County Multi-Jurisdiction Hazard Mitigation Plan

Dear Mr. Jones,

Please find enclosed a resolution of the City of Garden City authorizing the adoption of the Chatham County Multi-Jurisdiction Hazard Mitigation Plan. The resolution was adopted by the City Council in regular session assembled on January 19, 2016.

If you have any questions, please let me know.

Sincerely,

edmo - Denet

Rhonda Ferrell-Bowles Clerk of Council

Enclosure (1)

A RESOLUTION OF THE CITY OF GARDEN CITY AUTHORIZING ADOPTION OF THE CHATHAM COUNTY MULTI-JURISDICTION HAZARD MITIGATION PLAN

WHEREAS, Chatham County and its municipal governments are vulnerable to an array of natural hazards that can cause loss of life and damages to public and private property; and

WHEREAS, Chatham County and its municipal governments desire to seek ways to mitigate situations that may aggravate such circumstances; and

WHEREAS, the development and implementation of a Multi-Jurisdiction Hazard Mitigation Plan can result in actions that reduce the long-term risk to life and property from natural hazards; and

WHEREAS, it is the intent of Chatham County and its municipal governments to protect its citizens and property from the effects of natural hazards by preparing and maintaining a local hazard mitigation plan; and

WHEREAS, it is the intent of Chatham County and its municipal governments to fulfill its obligation under the Georgia Emergency Management Act of 1981 and the Robert T. Stafford Disaster Relief and Emergency Assistance Act to remain eligible to receive state and federal assistance in the event of a declared disaster affecting Chatham County; and

WHEREAS, Chatham County, in coordination with Bloomingdale, Garden City, Pooler, Port Wentworth, Savannah, Thunderbolt, and Tybee Island, have prepared a Multi-Jurisdictional Hazard Mitigation Plan with input from the appropriate local and state officials; and

WHEREAS, the Georgia Emergency Management Agency and the Federal Emergency Management Agency have reviewed the Chatham County Multi-Jurisdiction Hazard Mitigation Plan for legislative compliance and has approved the Plan pending the completion of local adoption procedures;

NOW, THEREFORE, LET BE IT RESOLVED that the City of Garden City hereby adopts the Chatham County Multi-Jurisdictional Hazard Mitigation Plan; and agrees to take such other official action as reasonably necessary to carry out the proposed actions identified by the Plan.

Adopted on Jonwary 19

Don Bethune, Mayor City of Garden City

ATTEST: De Lous M-Bandos

Rhonda Ferrell-Bowles, City Clerk

A RESOLUTION OF THE CITY OF POOLER AUTHORIZING ADOPTION OF THE CHATHAM COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

WHEREAS, Chatham County and its municipal governments are vulnerable to an array of natural hazards that can cause loss of life and damages to public and private property; and

WHEREAS, Chatham County and its municipal governments desire to seek ways to mitigate situations that may aggravate such circumstances; and

WHEREAS, the development and implementation of a Multi-Jurisdictional Hazard Mitigation Plan can result in actions that reduce the long-term risk to life and property from natural hazards; and

WHEREAS, it is the intent of Chatham County and its municipal governments to protect its citizens and property from the effects of natural hazards by preparing and maintaining a local hazard mitigation plan; and

WHEREAS, it is the intent of Chatham County and its municipal governments to fulfill its obligation under the Georgia Emergency Management Act of 1981 and the Robert T. Stafford Disaster Relief and Emergency Assistance Act to remain eligible to receive state and federal assistance in the event of a declared disaster affecting Chatham County; and

WHEREAS, Chatham County, in coordination with Bloomingdale, Garden City, Pooler, Port Wentworth, Savannah, Thunderbolt and Tybee Island, have prepared a Multi-Jurisdictional Hazard Mitigation plan with input from the appropriate local and state officials; and

WHEREAS, the Georgia Emergency Management Agency and the Federal Emergency Management Agency have reviewed the Chatham County Multi-Jurisdiction Hazard Mitigation Plan for legislative compliance and has approved the Plan pending the completion of local adoption procedures;

NOW, THEREFORE, LET IT BE RESOLVED that the City of Pooler hereby adopts the Chatham County Multi-Jurisdictional Hazard Mitigation Plan and agrees to take such other official action as reasonably necessary to carry out the proposed actions identified by the Plan.

Adopted ths 7th day of December, 2015.

Michael F. Lamb, Mayor

ATTEST:

Maribeth Lindler, City Clerk

RESOLUTION NO. 15-07

A RESOLUTION OF THE CITY OF PORT WENTWORTH AUTHORIZING ADOPTION OF THE CHATHAM COUNTY MULTI-JURISDICTION HAZARD MITIGATION PLAN

WHEREAS, Chatham County and its municipal governments are vulnerable to an array of natural hazards that can cause loss of life and damages to public and private property; and

WHEREAS, Chatham County and its municipal governments desire to seek ways to mitigate situations that may aggravate such circumstances; and

WHEREAS, the development and implementation of a Multi-Jurisdiction Hazard Mitigation Plan can result in actions that reduce the long-term risk to life and property from natural hazards; and

WHEREAS, it is the intent of Chatham County and its municipal governments to protect its citizens and property from the effects of natural hazards by preparing and maintaining a local hazard mitigation plan; and

WHEREAS, it is the intent of Chatham County and its municipal governments to fulfill its obligation under the Georgia Emergency Management Act of 1981 and the Robert T. Stafford Disaster Relief and Emergency Assistance Act to remain eligible to receive state and federal assistance in the event of a declared disaster affecting Chatham County; and

WHEREAS, Chatham County, in coordination with Bloomingdale, Garden City, Pooler, Port Wentworth, Savannah, Thunderbolt, and Tybee Island, have prepared a Multi-Jurisdictional Hazard Mitigation Plan with input from the appropriate local and state officials; and

WHEREAS, the Georgia Emergency Management Agency and the Federal Emergency Management Agency have reviewed the Chatham County Multi-Jurisdiction Hazard Mitigation Plan for legislative compliance and has approved the Plan pending the completion of local adoption procedures;

NOW, THEREFORE, LET BE IT RESOLVED that the City of Port Wentworth hereby adopts the Chatham County Multi-Jurisdictional Hazard Mitigation Plan; and agrees to take such other official action as reasonably necessary to carry out the proposed actions identified by the Plan.

Adopted on <u>Pec. 17</u>, 2015.

6 cl

Glenn Jones, Mayor City of Port Wentworth

City Clerk

A RESOLUTION OF THE TOWN OF THUNDERBOLT AUTHORIZING ADOPTION OF THE CHATHAM COUNTY MULTI-JURISDICTION HAZARD MITIGATION PLAN

WHEREAS, Chatham County and its municipal governments are vulnerable to an array of natural hazards that can cause loss of life and damages to public and private property; and

WHEREAS, Chatham County and its municipal governments desire to seek ways to mitigate situations that may aggravate such circumstances; and

WHEREAS, the development and implementation of a Multi-Jurisdiction Hazard Mitigation Plan can result in actions that reduce the long-term risk to life and property from natural hazards; and

WHEREAS, it is the intent of Chatham County and its municipal governments to protect its citizens and property from the effects of natural hazards by preparing and maintaining a local hazard mitigation plan; and

WHEREAS, it is the intent of Chatham County and its municipal governments to fulfill its obligation under the Georgia Emergency Management Act of 1981 and the Robert T. Stafford Disaster Relief and Emergency Assistance Act to remain eligible to receive state and federal assistance in the event of a declared disaster affecting Chatham County; and

WHEREAS, Chatham County, in coordination with Bloomingdale, Garden City, Pooler, Port Wentworth, Savannah, Thunderbolt, and Tybee Island, have prepared a Multi-Jurisdictional Hazard Mitigation Plan with input from the appropriate local and state officials; and

WHEREAS, the Georgia Emergency Management Agency and the Federal Emergency Management Agency have reviewed the Chatham County Multi-Jurisdiction Hazard Mitigation Plan for legislative compliance and has approved the Plan pending the completion of local adoption procedures;

NOW, THEREFORE, LET BE IT RESOLVED that the Town of Thunderbolt hereby adopts the Chatham County Multi-Jurisdictional Hazard Mitigation Plan; and agrees to take such other official action as reasonably necessary to carry out the proposed actions identified by the Plan.

Adopted on <u>Dec</u> <u>9</u>, 2015.

Soll

Beth Goette, Mayor Town of Thunderbolt

ATTEST:

Kay Mc Cafferty, City Clerk



Request to the Georgia Department of Transportation Prioritize Funding and Improvements to Corridors and Locations in Chatham County, Georgia

WHEREAS, Chatham County, Savannah and its six municipalities hosted 13.4 million visitors in 2014 and is an important economic driver for the state in the areas of tourism, trade, manufacturing and import-export trade; and

WHEREAS, tourism will have a major impact on hotel occupancy rate resulting in reaching the project revenue goals of HB 170; and

WHEREAS, the Georgia Ports Authority is the fourth busiest container port in the United States and a significant economic driver in Georgia accounting for a considerable percentage of Georgia's Gross domestic Product, which results in significant truck freight movement across local highways and interstates; and

WHEREAS, recent tragic accidents on Interstate 16 raised awareness of the effect of congestion on safety and the seriousness of the role that large trucks play in regards to safety; further, importance of the trucking industry to the port; and

WHEREAS, the Georgia Department of Transportation made progress by letting the Interstate 95/State Route 21 diverging diamond interchange project, fast-tracking further improvements on the northbound Interstate 95 off-ramp to Airways Boulevard, funding the King George Boulevard/State Route 204 Interchange and other State Route 204 improvements, and funding other projects including the engineering funds for the reconstruction of the Interstate 95/Interstate 16 interchange; and

WHEREAS, Interstates 95 and 16 are major freight corridors and State Routes 307 and 21 are important links in our region and not funded for capacity improvements at this time; and

WHEREAS, US 80 East to Tybee Island are critical tourism and emergency evacuation routes and need improvements to ensure safety; and

WHEREAS, the Governor signed HB 170 into law which takes effect July 1, 2015 and is expected to increase transportation funding designed to address our state's shortfall in funding our transportation needs; and

WHEREAS, Chatham County and its municipalities respect the partnership with the Georgia Department of Transportation and request additional consideration of improvements from state-wide funding sources to our region for projects like the US 80 (Tybee Road) Corridor and the State Route 21 improvements.

NOW, THEREFORE, BE IT RESOLVED THAT, additional funding be allocated to Chatham Interstates and important evacuation corridors to provide adequate capacity for commuter and freight traffic, and improving the mobility and safety for our citizens and visitors.

CERTIFICATION

Signature line for each entity that passes this resolution.

Chairman Albert J. Scott, Chatham County

Mayor Glenn Jones, City of Port Wentworth

Mayor Jason Buelterman, City of Tybee Island

Mayor Hennyson Holder, City of Garden City

Mayor Edna B. Jackson, City of Savannah

Mayor Beth E. Goette, Town of Thunderbolt

Mayor Mike Lamb, City of Pooler

Mayor Ben Rozier, City of Bloomingdale

A RESOLUTION OF THE CITY OF TYBEE ISLAND AUTHORIZING ADOPTION OF THE CHATHAM COUNTY MULTI-JURISDICTION HAZARD MITIGATION PLAN

WHEREAS, Chatham County and its municipal governments are vulnerable to an array of natural hazards that can cause loss of life and damages to public and private property; and

WHEREAS, Chatham County and its municipal governments desire to seek ways to mitigate situations that may aggravate such circumstances; and

WHEREAS, the development and implementation of a Multi-Jurisdiction Hazard Mitigation Plan can result in actions that reduce the long-term risk to life and property from natural hazards; and

WHEREAS, it is the intent of Chatham County and its municipal governments to protect its citizens and property from the effects of natural hazards by preparing and maintaining a local hazard mitigation plan; and

WHEREAS, it is the intent of Chatham County and its municipal governments to fulfill its obligation under the Georgia Emergency Management Act of 1981 and the Robert T. Stafford Disaster Relief and Emergency Assistance Act to remain eligible to receive state and federal assistance in the event of a declared disaster affecting Chatham County; and

WHEREAS, Chatham County, in coordination with Bloomingdale, Garden City, Pooler, Port Wentworth, Savannah, Thunderbolt, and Tybee Island, have prepared a Multi-Jurisdictional Hazard Mitigation Plan with input from the appropriate local and state officials; and

WHEREAS, the Georgia Emergency Management Agency and the Federal Emergency Management Agency have reviewed the Chatham County Multi-Jurisdiction Hazard Mitigation Plan for legislative compliance and has approved the Plan pending the completion of local adoption procedures;

NOW, THEREFORE, LET BE IT RESOLVED that the City of Tybee Island hereby adopts the Chatham County Multi-Jurisdictional Hazard Mitigation Plan; and agrees to take such other official action as reasonably necessary to carry out the proposed actions identified by the Plan.

Adopted on 10 Aleenby, 2015.

Jason Buelterman, Mayor City of Tybee Island

ATTEST:

25

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: THUNDERBOLT, GEORGIA

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to on authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I

STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management Agency/Homeland Security (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, (the Act) as amended and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II

GENERAL PURPOSE

The purpose of this Agreement is to:

- 1. Provide the agreement framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency aspects of resource shortages, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or a national security activity; and,
- 2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III

ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV

PARTICIPATING PARTY RESPONSIBILITIES

- (a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:
 - Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and
 - (2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

- (b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:
 - (1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or
 - (2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

- (1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and
- (2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time they will be needed; and
- (3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V

LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI

LIABILITY AND IMMUNITY

- (a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.
- (b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to property as a result of any ordinance relative to property as a result of any such activity.
- (c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statutory or case law.

ARTICLE VII

RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VII

REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS

and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers. Expenses that are to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE VIII

IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE IX

TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2020. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE X

VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

Beth Goette, Mayor Town of Thunderbolt

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Kay McCafferty, Clerk of Council Town of Thunderbolt

Dennis Jones, Director Chatham Emergency Management Agency

Albert J. Scott, Chairman Chatham County Board of Commission

Janice Bocook, Clerk Chatham County Commission

James Butterworth, Director Georgia Emergency Management Agency/ Homeland Security

Date: /___/

APPENDIX A

AUTHORIZED REPRESENTATIVES

The below named individual(s), in addition to the chief executive officer, is/are the "Authorized Representative(s)" for **THUNDERBOLT, GEORGIA** (county/municipality), and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above named county/municipality:

CAROLINE R. HANKINS

TOWN ADMINISTRATOR Job Title/Position

Print Name

P. 1 Center

Signature of Above Individual

ROBERT D. MERRIMAN

Print Name

Signature of Above Individual

PUBLIC SAFETY DIRECTOR

Job Title/Position

DENNIS T. JONES

Print Name

Signature of Above Individual

Date: ____/___/____

DIRECTOR, CEMA

Job Title/Position

Beth Goette, Mayor Town of Thunderbolt

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APPENDIX B

DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the "designated fiscal officer(s)" for **THUNDERBOLT, GEORGIA** (county/municipality) for the purpose of reimbursement sought for mutual aid:

CAROLINE R. HANKINS

TOWN ADMINISTRATOR

Print Name

up lant

Signature of Above Individual

ROBERT D. MERRIMAN

Print Name

Signature of Above Individual

MOLLY S. SIMS

Print Name

Signature of Above Individual

Date: / /

Beth Goette, Mayor Town of Thunderbolt

PUBLIC SAFETY DIRECTOR

Job Title/Position

Job Title/Position

FINANCE ADMINISTRATOR

Job Title/Position