

**MEMORANDUM OF UNDERSTANDING CONCERNING E-911 BACKUP CENTER AT  
SAVANNAH CIVIC CENTER**

**between the**

**The Mayor and Aldermen of the City of Savannah,**

**and**

**The Chatham County Board of Commissioners**

**This memorandum of understanding or intergovernmental agreement is made between the Chatham County Board of Commissioners ("County"), and the Mayor and Alderman of the City of Savannah ("City"), collectively referred to hereafter herein as "parties."**

**WHEREAS, the Georgia Constitution, Article IX, Section 11, paragraph 3 provides that counties and cities may enter into intergovernmental agreements for joint provisions of services; and**

**WHEREAS, the City and County have agreed that effective January 1, 2018 the County will assume and have responsibility for maintaining a County-wide E-911 system sufficient to allow the city and other participating municipalities situated within Chatham County to have 24 hour emergency dispatch and emergency service notification through a centrally coordinated E-911 system; and**

**WHEREAS, the County has a three-year plan to design, build and operate a comprehensive unified E-911 facility with state of the art E-911 equipment and software so that the County and all participating municipalities within Chatham County can have single, unified facility that would be hardened for protection against extreme weather conditions and operate a central E-911 facility for the benefit of all; and**

**WHEREAS, the City currently has an E-911 operation center located in the basement of the Savannah Civic Center, which serves as the backup system for current the E-911 system; and**

**WHEREAS, it is essential that the County have access to the Civic Center until such time as the comprehensive E-911 state of the art facility can be designed, built and made operational; and**

**WHEREAS, during this interim period the City agrees to cooperate with the County to allow it to have 24 hours a day, 7 days a week access to the Savannah Civic Center location for the E-911 services and for the County to maintain the operational status of said system as an alternate or backup system until such time as said system is no longer needed either operationally or as backup.**

**NOW THEREFORE, based on the mutual benefits to each of the parties and other valuable consideration receipt of which is hereby acknowledged by the parties, the parties more particularly agree as follows:**

- 1. The recitals above are incorporated by reference into the terms of this agreement.**
- 2. During this interim period, the City agrees to cooperate with the County to allow it to have 24 hours a day, 7 days a week access to the Savannah Civic Center area for E-911 servicing and**

for the County to maintain the operational status of said system as an alternate or backup system until such time as said system is no longer needed either operationally or as backup.

3. The term of this agreement shall be for five years from the execution of this document unless the parties mutually agree to extend agreement or terminate agreement as mutually agreed upon by the parties.

4. The County shall bear all costs and expenses of maintenance and support as to the Civic Center backup system and shall be given the right to enter said facility on a 24 hour a day, 7 days a week basis in order to ensure its ability to staff and maintain the operation and integrity of said system.

5. The County shall have the right to use portions of the E-911 funds and such other resources as may be required by the County to fund the maintenance and operation of the backup system.

6. The parties agree that the operation of said backup system shall comply with all applicable state and federal regulations and laws that may pertain to the operation of E-911 system.

7. The parties agree that all notices under this agreement shall be given as follows:

Notice to City Manager:           Rob Hernandez  
  City of Savannah  
  P.O. Box 1027  
  Savannah, GA 31402

Copy to City Attorney:           Brooks Stillwell, Esq.  
  Gamble Building  
  6 East Bay Street  
  Savannah, GA 31401

Notice to County Manager:       Lee Smith  
  124 Bull Street, Suite 220  
  Savannah, GA 31401

Copy to County Attorney:       R. Jonathan Hart, Esq.  
  P.O. Box 8161  
  Savannah, GA 31412

Any party may from time to time change and provide the other party with the name and address of further parties to be notified.

8. This agreement shall be governed and construed in the accordance with the laws of State of Georgia and exclusive jurisdiction and venue for any party challenging this memorandum of understanding shall be in the Superior Court of Chatham County.

9. Neither the County nor the City by entering into this agreement have in any way waived its sovereign immunity or its agents' or employees' qualified immunity. The parties specifically reserve and preserve all said immunities to the full extent permitted under Georgia law.

So Adopted this 5<sup>th</sup> day of October 2018.

Mayor and Aldermen of the  
City of Savannah

\_\_\_\_\_  
City Manager

Attest:

\_\_\_\_\_  
Clerk of Council

Board of Commissioners  
of Chatham County, Georgia

Al Scott  
Al Scott, Chairman Board of Commission

Attest:  
Janice E. Bocook  
Janice E. Bocook, Clerk of Commission

(SEAL)

Reviewed and Approved By:  
R. Jonathan Hart  
R. Jonathan Hart  
County Attorney

