

State of Georgia,
Ben Hill County.

EMERGENCY SHELTER INTERGOVERNMENTAL AGREEMENT

This Emergency Shelter Intergovernmental Agreement (this "Agreement"), is made and entered into this ___ day of _____, 2025 (the "Effective Date"), pursuant to Article 9, Section 3, Paragraph 1 of the Georgia Constitution and sections 20-2-50 and 20-2-520(a) of the Official Code of Georgia Annotated, between **BEN HILL COUNTY, GEORGIA**, a body corporate and politic, acting by and through its Board of Commissioners (the "County"), and the **BEN HILL COUNTY SCHOOL DISTRICT**, a public body corporate and politic, acting by and through its Board of Education (the "School District"), which agree to bound by the terms of this Agreement as follows:

1. Applicability. From time to time, the Governor of the State of Georgia, the Chairman of the Board of Commissioners of Ben Hill County, and/or the Board of Commissioners of Ben Hill County declare a state of emergency within Ben Hill County or that includes Ben Hill County as a result of an existing or future emergency. During the state of emergency, the County may offer shelters for the sheltering of ~~evacuees~~ Evacuees, which include the students served by the School District as well as their parents and guardians. For purposes of this agreement, "Evacuees" means any individuals who seek shelter at the Premises, as defined below, regardless of their place of residence or location at the time of evacuation.

The County has requested access to use certain School District facilities as shelters at the School District during a state of emergency requiring citizens to evacuate their homes and/or seek more protection in the times of ~~weather-emergency~~ that create hazardous situations or pose risks to safety. The School District owns buildings that the County has deemed suitable for sheltering purposes and would like to assist the County and the citizens thereof.

2. Premises. Under this Agreement, the School District ~~has agreed~~ agrees to allow the County to utilize the Ben Hill Elementary School gymnasium, located at 328 Loringier Avenue, Fitzgerald, Georgia 31750, and the former Georgia National Guard Armory building, located at 702 S. Gordon Street, Fitzgerald, Georgia 31750 (collectively, the "Premises"), as shelters for Evacuees during states of emergency, subject to the terms, conditions, obligations, and limitations referenced in this Agreement.

3. Use of the Premises. It is understood by the parties that the Premises shall only be used as shelter for Evacuees during states of emergency, as properly declared by the Governor, Chairman of the Ben Hill County Board of Commissioners~~Commissioners~~, and/or the Ben Hill County Board of Commissioners. The County shall be allowed to store supplies, materials, and equipment on the Premises necessary to provide shelter to the Evacuees. During any period that the Premises is used as shelters pursuant to this Agreement, the County shall will have full control and possession of the Premises to the extent that the same does not interfere with the operations of the School District,

4.4. County's Responsibilities. During the term of this Agreement, the County shall:

- (a) Designate a representative as the contact person/liaison for purposes of this Agreement and shall provide such name and contact information, in writing, to the Superintendent of Schools at the time of execution of this Agreement. If the contact person/liaison changes, promptly provide such name and contact information, in writing, to the Superintendent of Schools.
- (b) Be responsible for the coordination of the use of the Premises as shelters including providing ~~necessary~~ security and traffic control, if necessary, related to the ~~shelter facility~~Premises and ~~shelter~~ operations.
- (c) Ensure that the Premises are open and available to all citizens of School District without ~~discriminatory~~discrimination.
- ~~(d)~~ Immediately~~contact~~Contact the Superintendent of Schools as soon as practicable prior to~~upon~~ the declaration of a state of emergency requiring the use of the Premises. In the event that prior notification is ~~allowable~~possible, notify the Superintendent of Schools at least three (3) business days prior to the expected ~~at least three (3) days prior to an event wherein the County expects to use of the Premises as soon as practicable prior to the declaration of the state of emergency requiring the use of the Premises.~~
- ~~(d)~~
- (e) Undertake all activities contemplated in this Agreement in a manner so as not to damage the Premises or unreasonably interfere with the operation of the School District's facilities. The County shall be responsible for the cost of repairing damage (or replacement) to the Premises caused by the County, or Evacuees or third parties providing shelter, aid, and relief services on the Premises hereunder during the time of use of the Premises as shelters.
- (f) Vacate the Premises within a reasonable time of an "all clear" announcement by the appropriate authority. At its sole expense, the County will return the Premises to the School District in the same condition as when it first entered thereon. Except as allowed by Paragraph 3 hereinaabove, ~~The~~ County shall be responsible for removal of its equipment, supplies, material, and trash and will

Commented [TS1]: School District is requesting prior notice if possible, such as when there is an expected hurricane and think that they need the gym as a shelter. If we don't declare a state of an emergency, then notification can be as late as one hour before.

make a good faith effort to fully restore the Premises within thirty (30) days of vacating the Premises.

(g) Obtain all necessary approvals to enter into this Agreement, upon the terms and conditions stated herein, or permits for the use of the Premises from any and all governmental authorities with jurisdiction over the County.

(g)-

5. **Term.** This Agreement shall commence on _____, 2025 (the "Effective Date"), and shall be effective for ten (10) years following the Effective Date, unless terminated earlier in accordance with the provisions of this Agreement. This Agreement shall automatically for an additional 10-year period unless terminated in accordance with this Agreement. The number of renewals is limited to five-four (54). Either party may terminate this Agreement for any reason upon thirty (30) days' written notice. However, neither party may terminate this Agreement -during the time period in which a state of emergency has been declared for the County and/or official evacuations in the County are occurring.

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2.6. Indemnification and Hold Harmless. The County shall indemnify, defend, and hold harmless the School District, including the payment of reasonable attorney's fees, for any claim brought against the School District related to the County's use of the Premises as shelters, including any conduct, act, or failure to act by the County which arises out of any duty or responsibility associated with the performance of this Agreement.

It is understood by the parties that the School District shall not have any liability for the damage to, destruction or theft of any vehicles, equipment, supplies, or material brought upon the Premises by the County, or evacuees, or third parties providing shelter, aid and relief services -evacuees or any other person or organization during the time that the County uses the Premises as shelters.

7. **Independent Contractors.** In the performance of the services required under this Agreement, the parties (including their employees, agents, and representatives) shall be "independent contractors" with the authority and responsibility to control and direct their own performance and details of the services required under this Agreement. The parties acknowledge that the School District does not maintain any insurance coverage for the benefit of the County or its officials, employees, agents, invitees, or other associates. The County shall be responsible for obtaining such insurance as it deems necessary.

8. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and, to the extent allowed by law, their respective successors and permitted assigns. The County understands that this Agreement is subject to the School District transferring and/or assigning its ownership interest in the Premises. In the event that such transfer and/or assignment shall occur, the School District will immediately notify the County of the same. The parties agree that the transferee/assignee shall assume the duties and responsibilities of the School District under this Agreement and the School District shall have no further responsibility or liability, whatsoever, to any party to this Agreement or a third-party as it relates to this Agreement.

9. Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements between the parties. This Agreement may not be amended or modified except by a written instrument signed by all parties.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized and respective governing boards, have caused their names and seals to be affixed hereto, as shown below.

BEN HILL COUNTY, GEORGIA

By: _____
Hal Wiley, Chairman

Date: _____

(Seal)

Attest: _____
Pamela Turner, County Clerk

BEN HILL COUNTY SCHOOL DISTRICT

By: _____
Jeremy Cox, Chairman

Date: _____

(Seal)

Attest: _____
Stephen Harden, Superintendent