

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

**MEMORANDUM OF UNDERSTANDING
BETWEEN EFFINGHAM COUNTY GEORGIA
AND
THE CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION**

WHEREAS, the Coastal Region Metropolitan Planning Organization (CORE MPO), staffed by the Chatham County - Savannah Metropolitan Planning Commission (MPC) provides a forum for local decision-making regarding federal transportation funds for the CORE MPO metropolitan planning area (MPA); and

WHEREAS, the CORE MPO MPA includes all of Chatham County, the portion of Effingham County south of SR 119 - Indigo Road - Bethany Road, Richmond Hill, the portions of the 2020 census defined Savannah Urban Area that fall within unincorporated Bryan County, and the areas that are connecting Richmond Hill and the Savannah Urban Area in Bryan County; and

WHEREAS, the CORE MPO Board sets regional, long-term transportation policy; prioritizes projects; and approves the long-range Metropolitan Transportation Plan (MTP), short-range Transportation Improvement Program (TIP), and other required documents for federal transportation funding in coordination with the counties and municipalities within the CORE MPO MPA; and

WHEREAS, Effingham County, Georgia has proposed to undertake the SR 26/US 80 Scoping Study Phase II (hereafter referred to as Project) in Effingham County, Georgia; and

WHEREAS, at Effingham County's request the MPC applied for and was awarded Federal Highway Administration Planning (FHWA PL) Funds for the Project. The PL Funds Review Committee voted yes for approval of this application request and provided the GDOT project ID for this study of P.I. No. 0020786; and

WHEREAS, Effingham County has also requested that the MPC administer the award of the Federal Planning Funds and the Contract for the Project; and

WHEREAS, the parties have agreed to enter into this Memorandum of Understanding (MOU) to set forth duties of each party with regard to the Project and the expenditure of the federal Planning funds for P.I. No. 0020786.

NOW, THEREFORE, the parties, for good and valuable consideration, the sufficiency of which is hereby acknowledged, and incorporating the foregoing recitals as if set forth at length below, agree as follows:

1.

The MPC was awarded PL funds in the amount of \$216,000 for the Project which shall be spent in accordance with the state and federal regulations applicable to the funding P.I. No. 0020786.

2.

Effingham County will pay the required local match for the Project, which will be 20% of the contracted cost of the Project, not to exceed \$54,000.

3.

The MPC, working in consultation with Effingham County, will issue a Request for Proposals (RFP) seeking qualified engineering consultants to perform the scope of work necessary to complete the Project.

4.

The MPC and Effingham County will jointly review the proposals received in response to the RFP. The parties will negotiate the final scope of work and fee for the Project with the selected engineering consultant meeting the qualifications set forth in the RFP and applicable state and federal regulations.

5.

TERM

The term of this MOU shall begin on , 2024 and shall end on , 2027.

6.

Termination

This MOU may be terminated by either party in accordance with the state and federal regulations regarding the expenditure of PL funding.

7.

Notices

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgement of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

Notice to Effingham County shall be sent to:

Tim Callanan, County Manager
TCallanan@EffinghamCounty.org
Effingham County Board of Commissioners
804 South Laurel St Springfield, GA 31329

Notice to the Chatham County – Savannah Metropolitan Commission shall be sent to:

Melanie Wilson, Executive Director & CEO
wilsonm@thempc.org
110 E State Street
Savannah GA, 31401

8.

Jurisdiction and Venue

This MOU and its performance shall be construed in accordance with and governed by the laws of the State of Georgia. Venue shall lie in the Superior Court of Chatham County, Georgia.

9.

Prior Agreements

This MOU represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this MOU that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

10.

Terms and Conditions

The parties specifically acknowledge that the award of P.I. No. 0020786 was made in accordance with the applicable state and federal regulations and may be subject to special conditions. This MOU is intended to comply with all such provisions. As between the conditions in P.I. No. 0020786 Grant and its applicable regulations and the terms of this MOU, the regulations and the conditions of the P.I. No. 0020786 Grant shall control. A copy of the Grant information is attached hereto as Exhibit 1.

SIGNATURES APPEAR BELOW

WITNESS, the following authorized signatures made under seal as of the date hereinabove stated.

EFFINGHAM COUNTY, GEORGIA

By: _____
Name, Title

Attest: _____
Name, Title

Received and approved this _____ day of _____, 2025.

**CHATHAM COUNTY-SAVANNAH METROPOLITAN
PLANNING COMMISSION:**

By: _____
Karen Jarrett, Chairwoman

Attest: _____

Title: _____

Signed, sealed and delivered
This ____ day of _____,
2025, in the presence of:

Witness

Notary Public