

**MEMORANDUM OF UNDERSTANDING
BETWEEN EFFINGHAM COUNTY, GEORGIA
AND STATESBORO REGIONAL PUBLIC LIBRARIES**

In consideration of the mutual promises and covenants contained herein, this Memorandum of Understanding (“MOU”) is made this 18TH day of May, 2026, by and between Effingham County, Georgia, a political subdivision of the State of Georgia, (hereinafter referred to as “Effingham County” or “County”) and Statesboro Regional Public Libraries (hereinafter referred to as the “SRPL”), a regional library system within the framework of the Georgia Public Library Service, which is a Unit of the Board of Regents of the University System of Georgia, and collectively referred to herein as the “Parties”.

WITNESSETH:

WHEREAS, Effingham County has given due notice of its intent to withdraw from Live Oak Public Libraries Regional Library Board of Trustees (hereinafter referred to “LOPL”) effective July 1, 2026; and

WHEREAS, after conducting its due diligence, and finding that it is in the best interests of Effingham County and its citizens, the County expressed its desire to join SRPL and participate as SRPL’s sixth member county, agreeing to follow and be bound by the SRPL Constitution, Bylaws, Policies, and Procedures, including paying all financial obligations arising from Effingham County’s participation as a SRPL member county as invoiced by SRPL; and

WHEREAS, after conducting its own due diligence, and finding that Effingham County is within SRPL’s geographic region in Georgia, qualifies for Georgia State aid, and that it is in the best interests of SRPL and its member counties for Effingham County to join as SRPL’s sixth member county, the Regional Board voted on November 5, 2025, to extend an invitation to Effingham County to join SRPL as its sixth member county, subject to 1) the Regional Board’s 2/3 vote in compliance with the terms of the SRPL Constitution to amend the SRPL Constitution and Bylaws to admit Effingham County as an SRPL member county and to add two additional seats on the Regional Board for Effingham County’s designated members; and 2) the Regional Board’s majority vote to approve and execute a mutually-agreeable contract with Effingham BOC governing all terms of Effingham County’s and SRPL’s relationship; and

WHEREAS, the Parties want an agreement in place to address library operations during the transition period that ends on June 30, 2026; and

NOW THEREFORE, for and in consideration of the Recitals set forth above, and in consideration of the mutual promises and covenants contained herein, Effingham County, Georgia, by and through its Board of Commissioners, and Statesboro Regional Public Libraries, by and through its Regional Board of Trustees, hereby agree as follows:

1. Staffing and Interim Funding

The Parties will cooperate and work diligently to hire and train full time and part time employees necessary to operate the libraries in Effingham County. SRPL has provided the County a budget to operate the libraries during the transition period from May 1, 2026 through June 30, 2026. The County shall pay all funds needed to hire and train library staff. On or about March 6, 2026, the County made a payment in the amount of \$2,000.00 to SRPL for the summer reading program. On or about April 24, 2026, the County made a payment to SRPL in the amount of \$160,000.00 to fund the interim budget provided by SRPL.

2. Library Books and Materials

Effingham County will retain all books and materials that are currently located in the libraries and will provide SRPL with an inventory list to include age of collection and depreciation information, if known. The County will continue subscriptions to local county news sources, and it will assist SRPL in transferring ownership of grant funded (State/Federal) materials on GPLS rosters as necessary.

3. Library Equipment

Effingham County will provide SRPL with an inventory list of all equipment and assets including warranty documentation, if available. Effingham County will also provide passwords for servers and computers as needed, and it will pay for internet/telecommunication services to avoid interruption during transition.

4. Facilities Maintenance

SRPL will have access to the library buildings as needed. Effingham County will provide SRPL with key contacts for facilities maintenance including landscaping, janitorial services, sanitation, facilities maintenance, utilities, fire/burglar alarm systems, etc.

5. Term

The term of this MOU shall commence as of the date of execution by both parties (the "Effective Date" shall be the date inserted in the first paragraph of this MOU which shall be the date of last public meeting to approved this MOU), and shall terminate on June 30, 2026.

6. Entire Agreement

This MOU constitutes the entire Agreement amongst the parties and supersedes any prior written, oral, or other communications with regard to the same subject matter. Any change to the terms of this MOU shall be agreed to by both parties and shall be accomplished by a formal written amendment to this MOU.

7. Notices

All notices and other communications required or permitted under this MOU shall be written and addressed to such parties below, and shall be deemed to be effective when actually received or refused. Either party may change the address to which future notices or other communications shall be sent.

Effingham County: Tim Callanan, County Manager, Board of Commissioners of Effingham County, 804 South Laurel Street, Springfield, Georgia 31329.

SRPL: Caroline Johnson, Director, Statesboro Regional Public Libraries, 124 South Main Street, Statesboro, Georgia 30458.

8. Miscellaneous

If a court of competent jurisdiction renders any provision of this MOU (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this MOU will continue in full force and effect as if the invalid provision or portion of the provision were not part of this MOU. No action taken pursuant to this MOU should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this MOU and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This MOU is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any provision of this MOU require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

IN WITNESS WHEREOF, all parties hereto have set their hands and seals the day and year stated below.

BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA

By: _____
Damon Rahn, Chairman

Attest: _____
Stephanie Johnson, County Clerk

Date Approved at Public Meeting: _____

IN WITNESS WHEREOF, all parties hereto have set their hands and seals the day and year stated below.

**STATESBORO REGIONAL PUBLIC LIBRARIES
BY ITS REGIONAL BOARD OF TRUSTEES**

By: Geneane C. Brown

By: Caroline Johnson

Date Approved at Public Meeting: May 18, 2026