

This Memorandum of Understanding (“MOU”) is made and entered into this ____ day of ~~XXXXXX~~, 2024, by and between the Board of Commissioners of Effingham County, a public body corporate and politic of the State of Georgia existing under the Constitution of the State of Georgia (hereinafter referred to as “Effingham County”, and the City of Springfield, Georgia, a Municipal Corporation and political subdivision of the State of Georgia (hereinafter referred to as “Springfield”) and;

WHEREAS, Effingham County and the City of Springfield, among others, the power to: (a) acquire by purchase and hold, maintain, lease and operate a water and sewage system and now owns, operates and maintains a water and sewage system and (b) contract with others pertaining to the sewer facilities; and

WHEREAS, pursuant to the Constitution and laws of the State of Georgia, Effingham County and the City of Springfield have the power to provide stormwater and sewage collection and disposal systems, and to provide for the development, storage, treatment purification, and distribution of sewer; and

WHEREAS, Article IX, Section III, Paragraph 1 of the Constitution of the State of Georgia provides that “The state, or any institution, department, or other agency thereof, and any county, municipality, school district, or other political subdivision of the state may contract for any period not exceeding 50 years with each other or with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide. By way of specific instance and not limitation, a mutual undertaking by a local government entity to borrow and an undertaking by the state or a state authority to lend funds from and to one another for water or sewerage facilities or systems or for regional or multijurisdictional solid waste recycling or solid waste facilities or systems pursuant to law shall be a provision for services and an activity within the meaning of this Paragraph.”

WHEREAS, the actions to be mutually taken by Parties herein will benefit the health, safety, and general welfare of the citizens of Effingham County, the City of Springfield, and the City of Guyton.

NOW, THEREFORE, the parties desiring to work together to establish certain conditions relative to the provision of sewer assets understand as follows:

1. Effingham County Focus of Effort:

The parties understand that Effingham County:

- (a) Will perform a Feasibility Study to analyze potential routes for a possible reuse and force main extension that would benefit the region with the least amount of cost and impact; 30% design plans will be produced as a result of this study for the selected route;

- (b) Will contract with an Engineer to finalize engineering plans based on the Feasibility Study for the design, construction, extension, implementation and operation of sewer assets connecting the City of Springfield's wastewater treatment plant to Effingham County's wastewater treatment plant, for the approval by the Parties;
- (c) Will fund the design and construction of the proposed sewer assets, if grant funds are not secured;
- (d) Will properly account for and administer any grant funds it may receive associated with the activities described in this Memorandum;

2. City of Springfield Focus of Effort:

The parties understand that the City of Springfield:

- (a) Will provide anticipated flows for discharge to Effingham County's contracted Engineer during the detailed design phase to be sure proposed pipes are adequately sized;
- (b) Will accept flow from the City of Guyton through a separate agreement between the City of Springfield and the City of Guyton;
- (c) Will be responsible for sending a minimum amount of flow to be agreed upon with Effingham County through the newly proposed sewer assets to ensure minimal operational standards are met; frequency to be memorialized through an Intergovernmental Agreement once the design plans are finalized and pipe sizes are determined;
- (d) Will be responsible for cost sharing for the design and construction costs for the proposed sewer assets through cost recovery fees, if grant funding is not secured; exact distribution of cost recovery fees to be paid will be negotiated at a later date through an Intergovernmental Agreement

4. City and County Joint Activities:

The parties understand that they will:

- (a) pursue funding initiatives and matching funds to serve any service areas
- (b) cooperate in sharing technical expertise, data, analyses, and resources to further the purposes of this Memorandum;
- (c) meet regularly to review the progress of collaborative projects, address issues, and plan future activities associated with the sewer extension project
- (d) bear its own costs associated with its obligations under this Memorandum unless otherwise agreed upon in writing.

(e) determine a discharge scenario to Effingham County from Springfield

(f) determine ownership, operation and maintenance of proposed sewer assets

4. This Memorandum shall be effective once signed by authorized representatives of the parties and shall continue until **XXXXX** or until the various tasks and conditions set forth herein have been accomplished, whichever comes first.

5. Either party may terminate this Memorandum by giving the other party ninety (90) days' written notice of intent to terminate.

6. Any notices between the parties may be given in writing, to include e-mail, by authorized representatives of the parties.

IN WITNESS WHEREOF THIS MEMORANDUM is executed by the authorized representative of each of the parties as of this ____ day of **XXXXX**

EFFINGHAM COUNTY, GEORGIA

CITY OF SPRINGFIELD, GEORGIA

By:

By: