

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE BOARD OF
COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA
AND THE CITY OF RINCON, GEORGIA**

In consideration of the mutual promises and covenants contained herein, this Intergovernmental Agreement (“IGA”) is made this ____ day of _____, 2026, by and between Effingham County, Georgia, a political subdivision of the State of Georgia, (hereinafter referred to as “Effingham County” or “County”) and the City of Rincon, a municipal corporation (hereinafter referred to as the “City”) and collectively referred to herein as the “Parties”.

WITNESSETH:

WHEREAS, Effingham County intends to construct an East-West Road to connect Highway 21 to McCall Road as described on the sketch in Exhibit A attached hereto (the “Project”); and

WHEREAS, The Project is located in the municipal boundary of Rincon and the unincorporated area of Effingham County; and

WHEREAS, Effingham County will be the primary party to undertake, manage, and oversee, the design/engineering, right of way acquisition, utility relocation, and construction phase of the Project pursuant of the terms of this IGA; and

WHEREAS, Effingham County and the City agree to pay for the costs, fees, expenses and/or other charges related to preliminary engineering, design, right of way acquisition, and construction activities regarding the Project pursuant to the terms of this IGA; and

WHEREAS, Effingham County and the City are authorized by Art. IX, Sec. III, Par. 1 of the Constitution of the State of Georgia and O.C.G.A. Sec. 32-4-62(d) to enter into this intergovernmental agreement; 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 the Board of Commissioners, and the City of Rincon, by and through its council, hereby agree as follows:

1. Preliminary Engineering and Design

Effingham County will enter into an agreement with an engineering firm to perform all engineering services related to the Project. Effingham County will oversee and coordinate all preliminary engineering activities, and submit plans to the City for review and concurrence.

2. Construction

Effingham County will engage the services of and enter into a construction contract with a contractor (the “Construction Contractor”) to perform Project construction (the “Construction Contract”). Effingham County will administer the construction phase.

3. Right of Way and Utility Accommodation

Effingham County will hire a Right of Way Consultant. This company will be responsible for obtaining any necessary rights of way or other interests in property affecting the Project within both jurisdictions and shall do so in a timely manner as to not delay the Project. All associated Right of Way costs affected by the Project shall be borne by the Parties for land located within their boundaries. The pre-qualified Right of Way Consultant shall coordinate Right of Way with all impacted property owners on the Project. Effingham County will be responsible for all utilities affected by the Project, including providing notice to utilities whose facilities are in conflict with the Project and relocations and accommodations of such utilities. All costs related to utility accommodation shall be borne by the Parties for land located within their boundaries. Effingham County and the City shall be responsible for the coordination and placement of any new utilities within its jurisdiction.

4. Cost Sharing

Effingham County and the City shall be responsible for all costs, fees, expenses and/or other charges for construction of the Project within their respective governmental boundaries. Both, the City and the County will split the cost of construction for the road based on their respective governmental boundaries. The City shall be responsible for all costs related to the installation of a traffic signal at the intersection of Hwy 21 and the East-West Road. The County shall be responsible for all costs related to the construction of a roundabout on McCall Road and bridge over the railroad track near McCall Road. The Parties agree to cooperate with other in applying for all local, state, and federal funding for the Project.

5. Ownership and Perpetual Maintenance

This IGA shall not affect the current ownership and maintenance responsibilities of the roads involved with the Project. Upon completion of the Project, Effingham County will continue to maintain the East-West Road within Effingham County and the City will continue to maintain East-West Road located within the City's municipal boundaries.

6. Term Survival

The term of this IGA 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 IGA which shall be the date of last public meeting to approved this IGA), and shall terminate upon completion and final acceptance of the Project. The provisions related to payment obligations, perpetual maintenance, and any other terms that would naturally survive the term of this Agreement shall so survive.

7. Entire Agreement

This IGA 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 IGA shall be agreed to by both parties and shall be accomplished by a formal written amendment to this IGA.

8. Miscellaneous

If a court of competent jurisdiction renders any provision of this IGA (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 IGA will continue in full force and effect as if the invalid provision or portion of the provision were not part of this IGA. No action taken pursuant to this IGA should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this IGA and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This IGA is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this IGA, venue shall be in the Superior Court of Effingham County, Georgia. Should any provision of this IGA 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.

9. Notices

All notices and other communications required or permitted under this IGA 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.

City of Rincon: Kevin Exley, Mayor, 302 South Columbia Avenue, Rincon, Georgia 31326.

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.

CITY OF RINCON

By: _____
Kevin Exley, Mayor Pro Tem

Attest: _____
Dulcia King, Clerk

Date Approved at Public Meeting: _____

Approved as to form:

Bobo Mullins, City Attorney