



Memorandum of Understanding

Between
THE GEORGIA DEPARTMENT OF TRANSPORTATION
and
Chatham County and the City of Savannah

PREAMBLE

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "MOU") made and entered into this _____ day of _____, 20____, by and between the Department of Transportation, an agency of the State of Georgia [hereinafter called the "Department"] and Chatham County and the City of Savannah [hereinafter called the "Local Governments"]. The Department and the Local Governments may be referred to individually, as the "Party", or collectively, as "Parties".

WHEREAS, the Local Governments will accept title, maintenance, operations, and utility accommodation of the public roadway, State Route 204 Spur, excluding the bridge structure over Skidaway Narrows (Bridge ID 051-5083-0). The Local Governments do hereby resolve to formally accept this roadway into its official system of roads.

WHEREAS, the Department agrees to retain full ownership and responsibility, including, but not limited to, maintenance and utilities accommodations, of the bridge structure over Skidaway Narrows (Bridge ID 051-5083-0) on State Route 204 Spur.

WHEREAS, the Parties are permitted to enter into intergovernmental contracts pursuant to Article IX, Section III, Paragraph I (a) of the Constitution of the State which provides, in pertinent part, as follows:

"[t]he state, or any institution, department, or other agency thereof, and any . . . 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. . . ."

WHEREAS, the Parties have each found and determined that the undertaking contemplated herein are in their mutual interest and in the best interest of and for the benefit of the State.

NOW THEREFORE, in consideration of the forgoing and the mutual covenants contained herein, the Parties agree as follows:

FOR THE DISTRICT FILES

ARTICLE I. DEFINITIONS

1. Bridge over Skidaway Narrows

The bridge structure over Skidaway Narrows (Bridge ID 051-5083-0) is located in Chatham County and connects the mainland to Skidaway Island, beginning at mile point 5.842 and ending at mile point 6.263 (total length: 0.421 centerline miles) on State Route 204 Spur.

2. State Route 204 Spur

State Route 204 Spur begins at State Route 204 in the city of Savannah and ends at County Road 106 McWhorter Drive on Skidaway Island (total length: 7.17 centerline miles) in Chatham County. State Route 204 Spur includes the bridge over Moon River. The route will be re-designated as a city street and county road when officially removed from the State Highway System.

3. Maintenance

Maintenance is the preservation of the entire facility including, but not limited to, the surface, shoulders, the roadside, sidewalks, environmental features, structures, erosion control measures, and such traffic control devices that may be necessary for its safe and efficient use.

ARTICLE II. ROLES AND RESPONSIBILITIES

1. Department

The Department agrees to the following roles and responsibilities for the **bridge structure over Skidaway Narrows (Bridge ID 051-5083-0)**, without cost or expense to the Local Governments:

- a) Retain right, title and interest of the property, the bridge over Skidaway Narrows as defined in Article I.
- b) Provide Maintenance or contract for the maintenance of the facility. This does not include Routine Maintenance activities, including, but not limited to guardrail repair, Sweeping, debris removal, litter pickup, drain cleaning, or general operations of structure.
- c) Remain the permitting agency responsible for all utilities.
- d) Retain the ownership and maintenance of right-of-way.
- e) Remain the permitting agency responsible for access control.

2. Local Governments

The Local Governments agree to the following roles and responsibilities for the **State Route 204 Spur and all facilities, excluding the bridge over Skidaway Narrows (Bridge ID 051-5083)**, without cost or expense to the Department:

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- a) Accept right, title and interest of the property, the roadway currently designated as State Route 204 Spur, excluding the bridge structure over Skidaway Narrows, as defined in Article I.
- b) Maintain, operate, or contract for the maintenance of the facility. The Local Governments will fully maintain, as may be required by law, the roadway within their jurisdiction and within the limits of the rights-of-way of the roadway.
- c) Accept their role as the permitting agency responsible for all utilities located within the area under the control of the City of Savannah and Chatham County.
- d) Assume the ownership and maintenance of the right-of-way of the roadway currently designated as State Route 204 Spur, excluding the bridge structure over Skidaway Narrows, as defined in Article I.
- e) Accept their role as the permitting agency responsible for access control on the roadway currently designated as State Route 204 Spur, excluding the bridge structure over Skidaway Narrows, as defined in Article I.

ARTICLE IV. GENERAL PROVISIONS

1. **Term of MOU:** This MOU will commence on the date first written above and will remain in effect for fifty years unless terminated earlier by a written agreement executed by both parties.
2. **No Third Party Beneficiaries; No Assignments:** Nothing contained herein will be construed as conferring upon or giving to any person, other than the Parties to this agreement, any rights or benefits whatever under or by reason of this MOU. Neither party may assign any interest in this MOU by assignment, transfer, or novation, without prior written consent of the other party.
3. **Entire Agreement/ Modifications:** This MOU, including any attachments that are expressly referred to in this MOU, contains the entire agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties on the same subject matter. No representations were made or relied upon by either party, other than those that are expressly set forth in this agreement. Any modification or amendment of this MOU will be valid only when it has been reduced to writing and executed by both parties.
4. **Controlling Law, Legal Compliance and Venue:** This MOU will be deemed to have been executed in Fulton County, Georgia. The validity, interpretation, and performance of this MOU will be controlled by and interpreted in accordance with the laws of the State of Georgia. In the event of default by either party, the aggrieved party will have all rights granted by the general laws of the State of Georgia.

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ARTICLE V. SIGNATURES

IN WITNESS WHEREOF, this instrument has been and is executed by the Commissioner on behalf of the Department and by _____ and _____ on behalf of the Local Governments, he or she being duly authorized to do so by the ruling body of the Local Governments. This MOU has been executed on the date and year below written.

Executed on behalf of the Department this _____ day of _____, 20__.

Executed on behalf of _____ this _____ day of _____, 20__.

GEORGIA DEPARTMENT OF TRANSPORTATION:

LOCAL GOVERNMENTS:

Commissioner

Chairman, Chatham County Board of Commissioners

ATTEST:

ATTEST:

Treasurer

Clerk, Chatham County

This Agreement, approved by the LOCAL GOVERNMENT, the _____ day of _____, 20__.

Federal Employee Identification Number

Mayor, City of Savannah

ATTEST:

Clerk, City of Savannah

This Agreement, approved by the LOCAL GOVERNMENT, the _____ day of _____, 20__.

Federal Employee Identification Number