**MEMORANDUM OF Agreement**

**between**

**City of Savannah, Georgia**

**and**

**Savannah Riverkeeper, Augusta, Georgia**

This Memorandum of Agreement (hereinafter “Memorandum”) is made this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2018, by and between the City of Savannah, Georgia, as a political subdivision of the State of Georgia (hereinafter referred to as “Savannah”), as Party of the First Part, and Savannah Riverkeeper, Augusta, Georgia, (hereinafter referred to as “SRK“’) as Party of the Second Part.

WHEREAS, in 2016, SRK became the non-federal sponsor of the “Savannah River Below Augusta Restoration Feasibility Study” and holds a leadership role on the restoration board;

WHEREAS, SRK is actively working with partners including agencies both federal and state from Georgia and South Carolina, local municipalities like the City of Savannah, Georgia Ports Authority, non-governmental organizations and for-profit businesses to secure support for the project;

WHEREAS, $13.5 million has been dedicated to this project through the Savannah Harbor Expansion Project (SHEP) settlement agreement which will become available after inner harbor dredging is completed;

WHEREAS, a cost of $1.5 million in matching non-federal funds has to be compiled by state and local agencies and non-governmental organizations for completion of the feasibility study;

WHEREAS, timing for the completion of that study is crucial to releasing the SHEP mitigation funds;

WHEREAS, Savannah has determined it would be of benefit to its citizens to contribute funding for the continuity of developing plans for the oxbow reintroduction project to improve water quality for drinking and recreation;

NOW, THEREFORE, as a desire of Savannah and SRK to properly coordinate the development and implementation of these surface water quality protection activities, the parties hereby agree as follows:

City of Savannah, Georgia and SRK do hereby agree to the following:

1. Savannah shall contribute $360,000 to SRK for non-federal partnership on the Savannah River Restoration Feasibility Study.
2. SRK shall be the professional partnering entity with the Corps of Engineers to ensure progress and completion of the study and project.
3. These funds will be used to:
4. Assess the federal navigation project to determine if modification of the project is warranted to add aquatic ecosystem restoration as a project purpose;
5. Examine all existing man-made cutoffs created in the mid-1900s to improve navigation, safety and efficiency between Augusta and Savannah to determine which cutoff location would be best suited to restore; and
6. Evaluate and compare an array of alternatives to identify the ecological benefits and costs for restoring the cutoffs on the Savannah River below Augusta.

TERMINATION:

Both parties may terminate this MOA at any time by giving of forty-five (45) days written notice of such termination. Upon receipt of such notice of termination, SRK shall discontinue all work under this MOA.

MISCELLANEOUS:

1. This Memorandum of Agreement shall be controlled by and construed in accordance with the laws of the State of Georgia.

2. Any notice given under this Memorandum shall be deemed given when provided in writing to the following persons:

**TO** City of Savannah, GA:

Rob Hernandez

John Sawyer

City of Savannah

706 Stiles Avenue, Savannah GA 31415

**TO** Savannah Riverkeeper, Augusta, Georgia:

Tonya Bonitatibus

Savannah Riverkeeper

328 Riverfront Dr. Augusta, GA 30901