

**MEMORANDUM OF UNDERSTANDING
REGARDING USE OF FUNDS TO IMPLEMENT
DOWNTOWN SAVANNAH 2033 MASTER PLAN**

This Memorandum of Understanding is entered into this _____ day of November, 2019 by and between The Mayor and Aldermen of the City of Savannah (hereinafter the “City”) and the Savannah Development and Renewal Authority (hereinafter the “SDRA”) and provides for the use of funding to implement the Downtown Savannah 2033 Master Plan (hereinafter the “Master Plan”) consistent with the Savannah Development and Renewal Authority Act of 1992.

WITNESSETH:

WHEREAS, the Savannah Development and Renewal Authority is an instrumentality of the State of Georgia, established as a public corporation and public authority, pursuant to the Savannah Development and Renewal Authority Act (hereinafter the “Act”) of the General Assembly on May 4, 1992; and

WHEREAS, Section 2 of the Act recognizes that certain areas within the City of Savannah suffer from urban blight and deterioration, which the parties believe are best combatted by coordinated programming and planning efforts; and

WHEREAS, following passage of the Act, SDRA typically fulfilled its statutory purpose by offering development loans; however, due to long term decline in interest rates and increased availability of private sector financing, SDRA has discontinued offering loans leaving it with an unallocated balance of \$309,268.87 (hereinafter the “Funds”); and

WHEREAS, SDRA has transitioned from development financing services to advisory services focused on long-range urban development planning, which is consistent with Section 7 of the Act, the provisions of which include:

- To develop and recommend to the mayor and aldermen a comprehensive plan for the renewal, revitalization, and beautification of uptown business, residential, and institutional areas within the historic district of the City of Savannah and within other areas specified by the mayor and aldermen and along the streets and highways that serve as entranceways into the City of Savannah;

- To promote and advocate programs and activities needed within the designated areas to maintain, revitalize, and improve aesthetic, residential, and business quality and health within such areas;
- To promote and facilitate participation in development projects to revitalize and strengthen the economic health of shopping areas in the areas designated by the mayor and aldermen;
- To help implement revitalization and renewal plans within the areas designated by the mayor and aldermen;
- To conduct and develop plans and design funding and implementation strategies for programs and improvements within the areas designated by the mayor and aldermen; and
- To perform under contract with the city or other public or private agencies functions and services as appropriate for the maintenance, renewal, and development of the areas designated by the mayor and aldermen; and

WHEREAS, in furtherance of its advisory services, SDRA has prepared the Downtown Savannah 2033 Master Plan. SDRA intends to partner with the City to provide input and assistance to City departments related to the Master Plan, to educate the community about the Master Plan, and to advocate for quality development and civic investment in a manner consistent with the Master Plan and the City's rich urban planning legacy; and

WHEREAS, SDRA desires to use a portion of the Funds to support providing Master Plan advisory services to the City; and

WHEREAS, the parties desire to formally memorialize this agreement; in particular, use of the Funds in a manner consistent with Section 7 of the Act;

NOW, THEREFORE, the parties agree as follows:

1. The foregoing recitals are incorporated herein as if set forth at length.
2. Within 10 days of the last party executing this Memorandum, the Funds will be transmitted by SDRA to the City in an account established for Planning and Urban Design to use in implementing the following aspects of the Master Plan:
 - a. Design standards consistent with the City's Complete Streets policy;

b. Detailed Master Plan and code for the redevelopment of the Civic Center site; and

c. High-profile projects such as the Habersham bike line enhancement and/or street tree pilot program.

3. SDRA will provide advisory services to assist in implementation of the Master Plan.

4. The City will issue a check in the amount of \$50,000 to SDRA for its use in Master Plan education and outreach services, which may include related administrative costs.

a. SDRA will use a portion of the disbursement to procure adequate insurance coverage in lines and with limits deemed appropriate by the SDRA Board, which shall be sufficient to cover any potential liability arising from this Memorandum. SDRA shall furnish the City with an insurance certificate endorsement listing the City as a certificate holder. The Certificate of Insurance shall be on a form that has been approved by the Georgia Insurance Commissioner.

b. SDRA will use a portion of the funds to engage a third party to conduct an audit of its books and records relating to the use of the disbursement, the results of which shall be furnished to the City no later than February 28, 2021 and, if applicable due to 6-month extension, August 30, 2021. Such audit(s) shall be conducted in accordance with all applicable industry standards.

5. If the funds issued to SDRA have not been fully depleted by December 31, 2020, the parties may agree to extend this Memorandum of Understanding for an additional 6 months. In no event will the term of this Memorandum exceed a 6-month extension, if any. All funds retained by SDRA at the expiration of this agreement will be returned to the City within 30 days of the expiration.

6. Neither party shall assign, subcontract, transfer (whether by assignment or novation) the work, services, or any interest in this Memorandum without the prior written consent of the other party.

7. All notices under this Memorandum shall be addressed as follows:

SDRA:

Dawn Morgan
[STREET ADDRESS]
Savannah, GA 3140_

CITY:

City Manager
P.O. Box 1027
Savannah, GA 31402

WITH A COPY TO:

R. Bates Lovett, Esq.
City Attorney
P.O. Box 1027
Savannah, GA 31402

8. Either party may terminate this Memorandum with 30 days' written notice to the other. In the event of termination, SDRA will return to the City the remaining balance of the Funds in its possession no later than 60 days of the notice of termination.

9. Nothing contained herein shall constitute a waiver of the City's sovereign immunity.

IN WITNESS WHEREOF the parties have caused this Memorandum of understanding to be executed by their duly authorized representatives.

SAVANNAH DEVELOPMENT
AND RENEWAL AUTHORITY:

THE MAYOR AND ALDERMEN
OF THE CITY OF SAVANNAH:

Dawn Morgan, Chair

Patrick C. Monahan, City Manager