STATE OF GEORGIA)
COUNTY OF CHATHAM)

MEMORANDUM OF UNDERSTANDING
BETWEEN
CHATHAM COUNTY, GEORGIA BOARD OF COMMISSIONERS
AND
LIVE OAK PUBLIC LIBRARIES

This Memorandum of Understanding ("MOU") is entered into this 20th day of March, 2025 by and between the **BOARD OF COMMISSIONERS OF CHATHAM COUNTY, GEORGIA**, a political subdivision of the State of Georgia, (hereinafter, the "County") and **LIVE OAK PUBLIC LIBRARIES**, a regional, public library system for Chatham, Effingham, and Liberty Counties (hereinafter, "LOPL") for the construction of the replacement of Oglethorpe Library.

WITNESSETH:

WHEREAS, LOPL has requested the need to replace the Oglethorpe Library and construct a new library to better serve the needs of the people of Chatham County; and

WHEREAS, the Georgia Legislature awarded Three Million ($3,000,000) dollars to the Georgia Public Library System for the construction of the replacement Oglethorpe Library under the direction of Live Oak Public Library; and

WHEREAS, the County, through the Special Purpose Local Option Sales Tax (SPLOST) 2014 – 2020, will provide additional funding for the Oglethorpe library's construction; and

WHEREAS, O.C.G.A. § 48-8-110 et seq, (the "Act"), authorizes the levy of a one percent special purpose local option sales tax for the purpose of financing capital outlay projects for the use and benefit of the County and qualified municipalities within the County; and

WHEREAS, the County, City, as well as other municipal corporations and effected instrumentalities, met on June 18, 2013, in compliance with the requirements of O.C.G.A. § 48-8-111(a), to discuss possible projects for inclusion in an election to be held on November 5, 2013, for the purpose of authorizing the reimposition of the special purpose local option sales tax that was in effect in Chatham County and expected to terminate on September 30, 2020; and

WHEREAS, the County and municipalities negotiated a division of the Special Purpose Local Option Sales Tax (SPLOST) to be collected in the event a majority of the votes cast in the election are in favor of reimposing the SPLOST; and

WHEREAS, the parties anticipated that the County would enter into separate agreements with the other parties to fund allowable capital outlay projects, such as the construction of the

new Oglethorpe Library, to provide for the distribution of a portion of SPLOST proceeds to such other parties to fund allowable capital outlay projects which were authorized by referendum held on November 5, 2013; and

WHEREAS, the County, the City, and the Municipalities, affected instrumentalities, and all citizens of the County will derive substantial benefits from the proposed project to be funded by SPLOST proceeds distributed pursuant to this Agreement; and

WHEREAS, the County submitted to the qualified voters of the County on the election held November 5, 2013, the issue for voter approval, which was approved by the voters for the Special Option Sales Tax (SPLOST); and

WHEREAS, the qualified voters of the County on November 5, 2013, approved the reimposition of the Special Purpose Local Option Sales Tax for a six-year period commencing on October 1, 2014 (the "Referendum); and

WHEREAS, On May 17, 2021, the U.S. Department of the Treasury allocated $56,218,385 of federal funding from the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") to the County under Assistance Listing 21.027-Coronavirus State and Local Fiscal Recovery Funds; and

WHEREAS, SLFRF authorizes County to expend this federal funding allocation ("Recovery Funds") for eligible purposes as outlined in the SLFRF 2023 Interim Final Rule effective August 2023; and

WHEREAS, The eligible use of SLFRF funds under the expenditure category of Provision of Government services; and

WHEREAS, the County will use SLRFR funds up to $1,750,000 for to support library assets; and

WHEREAS, LOPL will first use the available funds for design purposes. Next, LOPL with the assistance of the County through its bid/build process will begin and complete construction of the aforementioned library; and

WHEREAS, the County will serve as fiscal agent for funds received and used for the purpose of the construction of the Oglethorpe Library; and

WHEREAS, in addition to the aforementioned funds, the Parties will utilize any funds received from the sale and purchase of the Oglethorpe Library property to be used towards the construction of the new Oglethorpe Library.

NOW THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, the County agrees to assist LOPL with procurement of an architectural firm and through the County's procurement process assist in the selection of a construction firm for LOPL's construction project. Additionally, the County will act as the fiscal agent for certain funds for the project. The County will pay construction costs not to exceed the $5 million received through the County's SPLOST 6 (2014 – 2020), which will be billed to the County.

The County will also use ARPA funds and proceeds from the sale of the original property to assist in the funding of the construction project. The remainder of costs associated with the total project will be paid by the funds secured by LOPL.

DEFINITIONS

The following terms used in this Agreement will have the meaning set forth below:

A. The term "Board of Commissioners" means the governing body of Chatham County, Georgia.

B. The term "County" means Chatham County, Georgia, (which acts through its Board of Commissioners).

C. The term "Agreement" means this Memorandum of Understanding to provide bid/build procurement and to serve as the fiscal agent for the construction of the Oglethorpe Library and any Additional Services (defined below) agreed to in writing by both parties.

D. The term "LOPL" means the Live Oak Public Library System, its Trustees, Executive Director, or other staff authorized to implement the facility's construction project.

E. The term "County Representative" means the County employee who has been designated by the Board of Commissioners to manage this Agreement and serve as the County's point of contact on matters relating to the Project.

F. The term "Scope of Work" means the description of work to be accomplished under this Agreement, LOPL's selection of an architectural firm and payment for all design services, the County serving as fiscal agent, the County through its bid-build procurement process selecting a contractor, and all work reasonably inferable from the specific description, and any Additional Services under the Agreement Documents.

ARTICLE 1 - TERMS OF AGREEMENT

1.01 Initial Term: This initial term of this Agreement shall begin on the effective date and shall expire thirty (30) months after that date unless renewed or terminated in accordance with the terms of the Agreement.

1.02 Renewal Option: The County has the option to renew the term of this Agreement for one (1) successive year upon written notice to the LOPL at least sixty (60) days prior to the expiration of the initial or any subsequent term.

1.03 Completion of Work in Progress: The County has the option to extend the term of this Agreement, or any renewal period, as necessary to complete work on any project approved by the County prior to the expiration of the Agreement.

ARTICLE 2 - SCOPE OF SERVICES

2.01 LOPL will act as the primary project manager for all phases of the expansion project including design development and construction management. In addition, the LOPL Project Manager shall oversee all aspects of the construction project, including, but not limited to managing project schedules, budgets, and resources. The LOPL Project Manager shall have full authority to approve invoices, change orders, and vendor/contract agreements on behalf of LOPL, to ensure compliance with project requirements, contractual obligations, and financial constraints. All project-related decisions shall be coordinated with relevant stakeholders to include Chatham County, to maintain project efficiency and successful completion.

2.01 (a) LOPL will through the County's procurement process select an architectural firm and will pay for all design services.

2.01(b) The County will through its bid-build procurement process select a contractor who oversee the development and construction of the expansion project. Compensation for the selected contractor will be from the County's SPLOST funds not to exceed $5 million minus $1.75 million expended for the purchase of the property. Any additional expenditures will be paid by the LOPL. The County may use additional funds from ARPA and proceeds from the sale of the Oglethorpe property to also cover expenditures for this project.

2.02 County will assist LOPL project manager and will work with the LOPL's architect to bid certain projects associated with the expansion, as outlined in the County's bid-build procurement process, in accordance with the County's procurement ordinance and State of Georgia Law regarding public works construction.

2.03 LOPL and the selected design firm will attend a commission meeting to present the facility design plan to the Board prior to the beginning of construction.

2.04 The LOPL and County will review proposals and coordinate the selection of contractors for the facility's expansion project. Both parties agree to follow the County's Purchasing Ordinance in the selection of contractors.

2.05 The LOPL and County will develop a timeline for the project's completion. LOPL will provide written updates at least monthly to the County Representative that outline project phases, schedules, and percentage of completion.

2.06 County will process vendor payments for its share of the project's construction. Pay requests shall be forwarded to the County Representative. County will use SPLOST funds to pay construction costs.

2.07 The LOPL shall provide County with a written Construction Project Proposal. The Construction Project Proposal shall include the following:

a. A narrative description of the LOPL's construction project;

b. A detailed statement of the anticipated costs for the project, including a list of deliverables;
c. A description of phases of the scope of the work, if applicable;
d. A proposed date to commence the work;
e. A list of all architects, consultants, design firm, persons, and firms that LOPL proposes to use in the performance of LOPL's scope of work;

2.08 Construction Project Proposal Review: The County and the LOPL shall review LOPL's Construction Project Proposal and negotiate any changes, clarifications, or modifications thereto. The LOPL shall submit a revised Construction Project Proposal incorporating any changes, clarifications or modifications made in the review process. The County may accept, reject, or seek modification of any Project Proposal. The construction project proposal can be used as part of the County's bid-build procurement process in the selection of the contractor as explained in 2.01(b).

2.09 Notice to Proceed: Upon approval of a Project Proposal by the County, the County shall issue a written Notice to Proceed. The Notice to Proceed authorizes the LOPL to begin the work identified in the Project Proposal on the date specified in the Notice.

ARTICLE 3 - EXAMINATION AND RETENTION OF RECORDS

3.01 County will be responsible for maintaining financial records of the project and shall make payments to the primary contractor and for other project expenses upon approval by LOPL and County staff

3.02. LOPL shall be responsible for retaining all books, records, documents, accounting ledgers, data bases, and similar materials relating to work performed under this Agreement on file for at least three (3) years following the date of final payment for the complete project.

3.03 All records stored on a computer database must be of a format compatible with the County's database.

3.04 Any duly authorized representative(s) of County shall have access to such records for the purpose of inspection, audit, and copying at reasonable times, during usual and customary business hours. LOPL shall provide the County's representative(s) such access and inspection. Further, any duly authorized representative(s) of the County shall be permitted to observe and inspect any or all of LOPL's facilities and activities during usual and customary business hours for the purposes of evaluating and judging the nature and extent of LOPL's compliance with the provision of this Agreement. In such instances, County representative(s) shall not interfere with or disrupt such activities.

3.05 LOPL shall maintain, and the County and its representatives shall have the right to examine, all books, records, documents, accounting procedures and practices and other evidence sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of the Agreement. The materials described above as well as any relevant database and computer tapes or disks containing such information

shall be made available at the County office or at the offices of the contractor at all reasonable times for inspection, audit, and reproduction during the term of the LOPL, and for three years from the final date of settlement or payment under the
Agreement.

ARTICLE 4 - COMPENSATION AND TITLE

4.1 The LOPL's proposed construction project has a projected cost of $11 million.

4.2 The County payments will not exceed the $5 million budgeted in SPLOST 6 (2014-2020) for the project minus $1.75 million expended for the purchase of the property. The LOPL will be responsible for any costs in excess of the County's budget.

4.3 LOPL agrees to complete all phases of the project within defined timelines.

4.4 County shall continue to retain title to the LOPL's facilities.

4.5 The LOPL **IS** a qualified instrumentality as defined in O.C.G.A. § 48-8-111.

4.6 LOPL is located entirely or partially within the geographic boundaries of the special tax district created in the County.

4.7 It is the intention of the County and LOPL to comply in all respects with O.C.G.A. § 48-8-111 *et seq.* and all provisions of this Agreement shall be construed in light of O.C.G.A. § 48-8-110 *et seq.*

4.8 Restrictions as to Use of Tax Funds

A. The County and LOPL shall comply with all requirements of Georgia law pertaining to all SPLOST funds each receives, including but not limited to the following:
   i. LOPL will use all SPLOST funds and interest derived from SPLOST funds for the construction, installation, design and/or acquisition of those Library Board projects described in Attachments A and B.
   ii. If circumstances arise which dictate that a project which initially seemed feasible is no longer so, then the governing body to which the SPLOST funds for such project was allocated under this Agreement, may use its lawful discretion to adjust in its plan of capital projects. In the event, that the cost to complete a project is less than the amount allocated to that project under this Agreement, then the governing body to which the SPLOST funds for such project were allocated, may use its lawful discretion to adjust in its plan of capital projects to utilize the funds for other projects provided for in this Agreement. This provision shall be construed in light of O.C.G.A. § 48-8-123.
   iii. All SPLOST funds received shall be accounted for in a separate fund as more fully described herein and not commingled with other monies prior to expenditure for allowable uses.

iv. Interest earned from the investment of SPLOST funds, prior to their disbursement for allowable expenditures, shall be considered SPLOST funds and used under the same restriction for SPLOST funds as set forth in subparagraph (i) above.
v. No SPLOST funds received may be used for general operating expenses. SPLOST funds may be used to repay loans made to temporarily fund SPLOST capital projects in anticipation of receipt of SPLUST funds.

B. LOPL agrees to promptly proceed with the acquisition, construction, design, permitting, equipping, and installation of the projects specified in Attachment B of this Agreement, subject to the availability of funds.

C. The County and LOPL agree that each approved SPLOST project associated with this Agreement shall be maintained as a public facility and in public ownership. If ownership of a project financed pursuant to this Agreement is transferred to private ownership within 10 years of the SPLOST expiration, the proceeds of the sale shall, for the purposes of this Agreement, be deemed excess funds and disposed of as provided under O.C.G.A. § 48-8- 121 (g)(2).

D. The County and LOPL agree to maintain thorough and accurate records concerning receipt of SPLOST proceeds and expenditures for each project undertaken as required fulfilling the terms of this Agreement.

ARTICLE 5 - MATERIAL CONDITION

5.01 Each term of this Agreement is material.

5.02 A breach by LOPL of any one of the terms of this Agreement shall be a material breach of the entire Agreement and shall be grounds for the termination of the Agreement by County or the exercise of any other remedies available al law or in equity.

ARTICLE 6 - SUSPENSION OF WORK

6.01 County may suspend, in writing, all or a portion of the work under this Agreement.

6.02. LOPL may request that the work be suspended by notifying County, in writing, of circumstances that are interfering with the normal progress of work.

6.03. LOPL may suspend work on Project in the event County does not pay invoices when due. The time for completion of the work shall be extended by the number of days work is suspended.

6.04. If the period of suspension exceeds ninety (90) days, the terms of this Agreement are subject to re-negotiation, and both parties are granted the option to terminate work on the suspended portion of Project in accordance with Article 7

ARTICLE 7 - TERMINATION

7.01 For Convenience - County may terminate this Agreement at any time for cause upon thirty (30) days prior written notice to LOPL. The effective date of termination shall be set forth in the notice. As the sole remedy for County's termination for convenience, LOPL shall be paid for any validated services performed under this Agreement up to the time of termination. LOPL shall not incur new obligations upon receipt of such notice and shall cancel as many outstanding obligations as possible.

7.02 For Cause - Either party may terminate this Agreement for cause should the other party default in the performance of any of the terms, covenants, obligations, or conditions of this Agreement.

7.03. Statutory Requirements - In compliance with the terms of O.C.G.A. § 36-60-13, this Agreement shall be deemed to terminate absolutely and without further obligation on the part of County at the close (December 31) of the calendar year of its execution ("Initial Expiration Date") and at the close (December 31) of each succeeding year for which it may be renewed, unless earlier terminated as provided in this Agreement, or renewed as provided herein.

ARTICLE 8 - DEFAULT

8.01. For the purposes of this Agreement the term "Default" shall mean:

(a) a failure to fulfill in a timely and proper manner a party's obligations under this Agreement;
(b) a violation of any of the material provisions, agreements, representations or covenants of this Agreement or any applicable County, State, or Federal laws, which do not fall within the force majeure provisions of this Agreement:
(c) the LOPL becoming insolvent or unable to pay its debts as they mature, or making an assignment for the benefit of creditors, or filing a bankruptcy petition under the United States Bankruptcy Code or being the subject of a judgment or order for payment of money no longer subject to appeal or which judgment or order, in the opinion of the County, would be fruitless to appeal, which exceeds $100,000 in amount and

(i) such judgment or order shall continue un-discharged or unpaid for a period of thirty (30) days and
(ii) an insurer acceptable to the County has not acknowledged that such judgment or order is fully covered by a relevant
policy of insurance or
(iii) the County is otherwise reasonably satisfied that such judgment or order is not likely to be satisfied or complied with within sixty (60) days of its issuance.

8.02. In the event of default under this Agreement, the non-defaulting party shall send written notice to the other party setting forth the specific instances of the default and providing the defaulting party with at least ten (10) days to cure or otherwise remedy the default to the

reasonable satisfaction of the non-defaulting party. If the default is not remedied during the stated cure period, then the non-defaulting party may, at its election:

(a) in writing terminate the Agreement in whole or in part;

(b) cure such default itself and charge the defaulting party for the costs of curing the default against any sums due or which become due to the defaulting party under this Agreement; and/or pursue any other remedy then available, at law or in equity, to the non-defaulting party for such default.

ARTICLE 9- FORCE MAJEURE

9.01. Except with respect to any obligation or covenant regarding the payment of any sums due and payable under this Agreement, County and LOPL shall each be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Agreement when prevented from doing so by cause or causes beyond their reasonable control, which shall include, labor disputes, civil commotion, governmental regulations or controls, fire or other casualty, or acts of God.

ARTICLE 10 - GOVERNING LAW AND VENUE

10.01. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia.

10.02. The courts of Georgia, located in Chatham County, Georgia, shall have exclusive jurisdiction to hear any claim between the LOPL and the County in connection with the Agreement, and LOPL submits to the jurisdiction and venue of such courts.

10.03. Prior to filing any claim or action related to this Agreement, the parties may, but shall not be obligated to; submit such claim or action to non-binding mediation before a mediator mutually agreeable to the parties.

10.04. The parties shall share equally in the costs of mediation.

ARTICLE 11 - INTEGRATION

11.01. This Agreement represents the entire understanding of County and LOPL as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties.

ARTICLE 12 - SEVERABILITY

12.01. If any paragraph, section, provision, sentence, clause or portion of this Agreement is determined to be illegal, invalid or unenforceable, such determination shall in no way affect the legality, validity or enforceability of any other paragraph, section, provision, sentence, clause or portion of this Agreement and any such affected portion or provision shall be modified, amended

or deleted to the extent possible and permissible to give the fullest effect to the purposes of the parties and to this Agreement, and the parties hereby declare that they would have agreed to the remaining parts of this Agreement if they had known that such provisions or portions hereof would be determined to be illegal, invalid or unenforceable.

ARTICLE 13 - WAIVER

13.01. No course of dealing between the parties or any delay on the part of a party to exercise any right it may have under this Agreement shall operate as a waiver of any rights hereunder, nor shall any waiver of any prior default operate as a waiver of any subsequent default; and no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

ARTICLE 14 - NO STRICT CONSTRUCTION

14.01. The parties hereto have participated jointly in the negotiation and/or drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by County and LOPL and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

ARTICLE 15 - LIENS

15.01 Public Property Not Subject to Lien. The LOPL acknowledges that, pursuant to law, the Site is public property of Chatham County and is not subject to lien or levy. The LOPL will notify the County of any liens or levies against the Site of which it becomes aware. The LOPL shall cooperate with the County and shall use its best efforts to assist in securing the release of any liens or levies of which it becomes aware.

15.02 Notice of Commencement. A Notice of Commencement shall be filed by the LOPL with the Clerk of the Superior Court in the county in which the Project is located, pursuant to O.C.G.A. §13-10-62.

15.03 Release of Liens. Neither any part of the retainage nor the Final Payment shall become due until the LOPL, if required, shall deliver to the County a complete release of all liens or conditional release of lien upon payment or claims arising out of this contract in accordance with the County's specimen form (a copy of which will be provided to any bidder on request), or receipts in full in place thereof and, if required in either case, an affidavit that so far as he has knowledge or information the releases and receipts include all labor and materials for which a lien or claim could be filed; but the LOPL may, if any Subcontractor or claimant refuses to provide a release, furnish a bond satisfactory to the County to indemnify the County against any lien or claim. If any lien or claim remains unsatisfied after all payments are made, the LOPL shall refund to the County all monies that the latter may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorney's fees.

ARTICLE 16 – INDEMNITY AND INSURANCE.

16.01 General Liability. The LOPL shall be responsible to the County from the time of the signing of the agreement or the beginning of the first work, whichever shall be earlier, for all injury or damage of any kind resulting from any negligent act or omission or breach, failure or other default regarding the services performed by the LOPL, or any of its Subcontractors, its agents, employees or others working at the direction of the LOPL or on its behalf, regardless of who may be the county of the property.

16.02 Indemnification Agreement. LOPL hereby agrees to indemnify and hold harmless the County, the State of Georgia and its departments, agencies and instrumentalities and all of their respective officers, members, employees and directors (hereinafter collectively referred to as the "Indemnitees") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from the performance of this Contract or any act or omission on the part of the LOPL, its agents, employees or others working at the direction of LOPL or on its behalf., or due to any breach of this Contract by the LOPL, or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification extends to the successors and assigns of the LOPL. This indemnification obligation survives the termination of the Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the LOPL.

16.03 Suits or Claims for Infringement. The LOPL shall indemnify and hold the County harmless from any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods, or systems used by the LOPL except to the extent such materials, methods or systems are specified in writing by the County.

16.04 Required Insurance Coverages. The LOPL also agrees to purchase insurance and have the authorized agent state on the insurance certificate that the LOPL has purchased the following types of insurance coverages, consistent with the policies and requirements of O.C.G.A. §50-21-37. The LOPL further agrees to obtain the minimum required coverages and liability limits for workers' compensation insurance, commercial general liability insurance, and employer's liability insurance to include the following:

(a) The LOPL shall require all Subcontractors performing work under this Contract to obtain an insurance certificate showing proof of Employers Liability Insurance Coverage and shall submit a certificate on the letterhead of the LOPL in the following language:

(i) This is to certify that all subcontractors performing work on this Project are covered by their own Employers Liability Insurance Coverage or are covered by the LOPL's Employers Liability Insurance Coverage.

16.05 Builders Risk Insurance. LOPL shall provide a Builder's Risk Policy to be made payable to the County and LOPL, as their interests may appear. The policy amount should be equal to 100% of the Contract Sum, written on a Builder's Risk "All Risk", or its equivalent. The policy shall be endorsed as follows:

The following may occur without diminishing, changing, altering, or otherwise affecting the coverage and protection afforded the insured under this policy:

(i) Furniture and equipment may be delivered to the insured premises and installed in place ready for use; and

(ii) Partial or complete occupancy by County; and

(iii) Performance of work in connection with construction operations insured by the County, by agents or lessees or other LOPLs of the County or Using Agency

As the Contract is for renovation, addition or modification of an existing structure and Builders Risk Insurance is not available, the County will accept an Installation Floater Insurance Policy with the above endorsements in lieu of the Builders' Risk Insurance Policy. Such floater must insure loss to materials and equipment prior to acceptance by County and must be on an ALL-RISK BASIS with the policy written on a specific job site.

16.06 Termination of Obligation to Insure. Unless otherwise expressly provided to the contrary, the obligation to insure as provided herein shall not terminate until the Executive Administrator shall have executed the Certificate of Material Completion.

16.07 Failure of Insurers. The LOPL is responsible for any delay resulting from the failure of his insurance carriers to furnish proof of proper coverage in the prescribed form.

ARTICLE 17 - NOTICE

17.01 The County Representative shall be the County Engineer. All notices related to the project's construction and status including vendor invoices shall be sent to the following address:

Ms. Suzanne Cooler
County Engineer
P.O. Box 8161
Savannah, GA 31412

17.02 All notice as it may relate to renewal, termination, or other claims or matters, shall be brought to the attention of the Chatham County Manager at the following address:

Michael Kaigler
County Manager
P.O. Box 8161
Savannah, GA 31412

With a copy to:

R. Jonathan Hart
County Attorney
P.O. Box 8161
Savannah, Georgia 31412
rjhart@chathamcounty.org

17.03 All notices from the County to LOPL shall be sent to the following address:

Lola DeWitt
Executive Director
2002 Bull Street
Savannah, Georgia 31401
DeWittL@liveoakpl.org

Douglas Bailey
Director of Regional Operations
2002 Bull Street
Savannah, Georgia 31401
BaileyD@liveoakpl.org

Micheal Summers
Capital Projects Manager
2002 Bull Street
Savannah, Georgia 31401
summmersm@liveoakpl.org

IN WITNESS WHEREOF, each party, by its respective officers authorized so to do, have executed this **MOU** as of the Effective Date.

CHATHAM COUNTY, GEORGIA

By: _____
Chester A. Ellis
Chairman

Attest: _____
Janice Bocook
Clerk

Approved as to legal form by:

_____
R. Jonathan Hart
County Attorney

KELLI OWENS NOTARY EXPIRES GEORGIA DECEMBER 19, 2027 PUBLIC CHATHAM COUNTY

LOPL

By: _____
Jere Williams
Regional Board Chair

Attest: _____
3/21/25