

**SAMPLE  
DOCUMENT ONLY**

MEMORANDUM OF AGREEMENT  
BY AND BETWEEN  
GEORGIA DEPARTMENT OF TRANSPORTATION  
AND  
**[INSERT LOCAL GOVERNMENT NAME]**  
FOR  
RIGHT OF WAY

THIS MEMORANDUM OF AGREEMENT (the "Agreement") is made and entered into as of \_\_\_\_\_ (the "Effective Date"), by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia (hereinafter called the "DEPARTMENT" or "GDOT"), and **[INSERT LOCAL GOVERNMENT NAME]**, acting by and through its Chairman and Board of Commissioners (hereinafter called the "LOCAL GOVERNMENT").

WHEREAS, PI No. **[INSERT PROJECT NUMBER & PROJECT DESCRIPTION HERE]** (hereinafter called "PROJECT") has been added to the Statewide Transportation Improvement Plan; and

WHEREAS, the DEPARTMENT policy requires, and the LOCAL GOVERNMENT has agreed, that the LOCAL GOVERNMENT shall fund a portion of the DEPARTMENT expenses associated with Right of Way ("ROW") Phase (hereinafter called the "ROW Phase") for the PROJECT; and

WHEREAS, the DEPARTMENT has determined guidance for estimating the amount contributed by each Local Government for ROW contributions for each PROJECT based on the level of complexity for the particular project; and

WHEREAS, the LOCAL GOVERNMENT has agreed to pay the amount for the ROW Phase to the DEPARTMENT as set forth herein; and

WHEREAS, the Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another "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 parties are authorized by law to undertake or provide." Ga. Constitution Article IX, §III, ¶1(a).

NOW THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the LOCAL GOVERNMENT hereby agree each with the other as follows:

1. **RECITALS.** The recitals set forth above are true and correct and are incorporated into this Agreement.
2. **PAYMENT BY THE LOCAL GOVERNMENT TO THE DEPARTMENT**
  - a. Based on the assessed level of complexity and subject to the provisions of this Section 2 of the Agreement, the LOCAL GOVERNMENT shall be responsible for providing payment in the amount of **[one hundred thousand dollars (\$100,000.00)]** to the DEPARTMENT within thirty (30) days from the date listed on the GDOT invoice and billing request.
  - b. All payments by the LOCAL GOVERNMENT to the DEPARTMENT shall be sent to the following address:

For payments made by check:

Georgia Department of Transportation  
P.O. Box 932764  
Atlanta, GA 31193-2764