

INTERGOVERNMENTAL AGREEMENT

This agreement, made and entered into the _____ day of _____, 2017, by and among THE BOARD OF PUBLIC EDUCATION FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM, hereinafter referred to as the "Board", and THE MAYOR AND ALDERMAN OF THE CITY OF SAVANNAH, hereinafter referred to as the "City."

WITNESSETH:

WHEREAS, the purpose of this agreement is to develop and direct a working relationship between the parties for use of a Community Center.

NOW, THEREFORE, in consideration of the following mutual promises, covenants and conditions, the parties agree as follows:

1. FACILITY LOCATION. The facility (Community Center) of approximately 8000 square feet is located on the campus of Shuman Elementary School.
2. TERM. The term of this agreement shall be for 5 years to commence on the 1st Day of June, 2017 and shall terminate on the 30th day of May 2022. The agreement will be reviewed from year to year.
3. USE OF FACILITY. The facility shall be used for educational and recreational uses only And no party has a right to sublet, assign or transfer its right to the use of the facility to any other person or entity without consent of all parties.
4. LIENS. The Board and City shall keep the facility identified herein free and clear of any and all mechanic's, materialmen's and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with this project.
5. STAFFING AND SECURITY. The City shall provide the program supervision, instructional Staff and pay the costs for the same during its period of use. The City shall be responsible for ensuring that the Facility is secure at the close of each day's activities unless special arrangements are made with the Board to secure the Facility following individual events.
6. ROUTINE MAINTENANCE AND MINOR REPAIRS. The City will be responsible for the Routine maintenance and minor repair of the Facility. Routine maintenance and repairs will be those activities which are undertaken to keep the facility in a condition of repair for reasonable use, normal wear and tear expected. Routine maintenance and minor repair items shall include: janitorial services (including trash pickup); maintenance and minor repair of room and building finishes, maintenance and minor repair of plumbing, mechanical, and electrical services (including lightbulb replacement, filter replacement, etc.) Minor repairs shall be defined as all repairs costing less than \$5,000 per occurrence and not requiring a building permit. Maintenance of the exterior ground (mowing, weeding, landscape maintenance) shall be provided by the Board in conjunction with their grounds maintenance of the entire school site.

7. MAJOR REPAIRS. Major repairs shall be defined as all repairs to the facility which cost more than \$5,000 or require a building permit to perform. The City will be operationally responsible for all major repair work for the building including roof and gutter system, and the building's exterior finishes.

8. UTILITIES. The City shall initiate, contract for, and obtain electric, gas (if required) and phone services. The City shall pay the monthly water and sewer fees. All of the foregoing shall apply only to service for the Community Center portion of the site furnished by the Board.

9. TAXES. Should, for any reason, any federal or state taxes of any nature or form ever be assessed against the City of the Board for the ownership, use, maintenance or operation of the Community Center then the City shall pay the entire amount of these taxes.

10. INSURANCE. The City shall, at all times during the term of this agreement, keep all improvements, which are now or hereinafter a part of the Community Center, insured against loss or damage by fire and the extended coverage hazards for 100% of the full replacement value of such improvements, with loss payable to the City and County and the Board.

11. INDEMNIFICATION During the construction, maintenance, use and operation of the Community Center and the term of this agreement, the Board shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by the City or County or by any persons whomsoever may at any time be using or occupying the Community Center or be in, on, or about the same, whether such loss, injury, death or damage shall be used by or in any way result or arise out of an act, omission, or negligence or of any occupant, visitor, or user of any portion of the premises, or shall result or be caused by any other matter of thing whether of the same kind or of a different, kind than the matters or things above set forth. And the City and Council shall indemnify the Board against all claims, liabilities, losses or damages whatsoever on account of any such injury, death, or damage.

Neither the Board, the County and or the City, shall waive or relinquish their sovereign immunity against any claims that may be asserted against either, for which indemnity may be sought against the other.

12. TERMINATION. At any time during the term of this Agreement, this Agreement may be terminated by either party, giving the other party written notice of such intent not less than One Hundred Eight (180) days prior to such termination date or by mutual agreement between parties hereto.

13. AMENDMENTS. This agreement sets forth the entire understanding of the City and the Board, and it may not be changed except by a written document signed and executed by the City and the Board, and making express reference to this agreement.

14. LAW GOVERNING DISPUTES. The parties agree that the laws of the State of Georgia will govern all disputes under this agreement, and determine all rights hereunder.

15. SEVERABILITY. The provisions of this agreement are severable. If any judgment or court shall declare any provision or provisions of this agreement invalid or unenforceable, the other provisions of this agreement shall not be affected thereby and shall remain in the full force and effect.

16. BINDING EFFECT. This agreement and the covenants and conditions herein contained shall apply to and bind the successors and assigns of the parties hereto, or any other political subdivision assuming the obligations of any party hereto.

THIS AGREEMENT WAS ADOPTED THE _____ DAY OF _____, 2017
IN OPEN MEETING DULY ASSEMBLED BY THE PARTIES HERETO.


THE BOARD OF PUBLIC EDUCATION FOR THE CITY OF SAVANNAH AND THE
COUNTY OF CHATHAM

By



JOLENE BYRNE, PRESIDENT OF
SAVANNAH/ CHATHAM BOARD
OF EDUCATION

ATTEST:



MARY DAVIS-BROWN,
SECRETARY FOR
SAVANNAH/CHATHAM BOARD OF
EDUCATION

THE MAYOR AND ALDERMAN OF
THE CITY OF SAVANNAH

By

ROBERTO HERNANDEZ, CITY
MANAGER

ATTEST:

DYANNE REESE, CLERK OF CITY
COUNCIL