

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”), made and entered into this _____ day of _____, 2020 by and between **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH**, hereinafter referred to as the “CITY,” and the **CHATHAM COUNTY BOARD OF REGISTRARS**, hereinafter referred to as the “BOR.” Collectively, CITY and BOR are hereinafter referred to as the “PARTIES.”

WITNESSETH:

WHEREAS, the purpose of this IGA is to develop, sustain, and direct a working relationship between the PARTIES regarding the placement of voting drop-boxes on CITY property, to be administered and paid for by the BOR ; and

WHEREAS, said voting drop-boxes are to be placed at certain designated places on four (4) CITY properties as depicted and generally described on Exhibit A attached hereto.

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

1. GRANT OF USE. CITY hereby grants use of a two-foot by two-foot square portion (a total of four square feet) at four different CITY properties (the “Premises” as further depicted and described in Exhibit A attached hereto) for the purpose of placement of voting drop-boxes, said drop-boxes to be administered by the BOR; and.
2. TERM OF USE. The term of this IGA shall commence at 8:00 a.m. on October 1, 2020 and terminate at 12:00 p.m. (noon) on January 6, 2021.
3. USE OF THE PROPERTY. The BOR may use the designated Premises solely for the purpose of installing, operating, maintaining, collecting votes deposited into, and removing

the voting drop-boxes. The Premises may not be used for any other purpose or use without the express written consent of the CITY.

4. INSTALLATION. Upon execution of this IGA, the CITY shall pour a two-foot by two-foot concrete slab four inches thick at each designated Premises. BOR shall reimburse CITY for this installation cost, to be evidenced by delivery of a receipt from CITY to BOR of the cost charged by the concrete vendor. After the concrete pad is installed by CITY, then BOR will attach one voting drop-box at each of the four designated Premises. BOR shall solely be responsible for the cost of installing the voting drop boxes into the concrete pads in compliance with applicable federal, state, and local laws governing the use of voting drop-boxes.
5. LIENS. The BOR shall keep the Premises and every part thereof 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 any operation of the voter drop-boxes, any alteration, improvement or repairs or additions which the BOR may make or permit or cause to be made, or any work or construction, by, for, or permitted by the BOR on or about the Premises, or any obligations of any kind incurred by the BOR and/or BOR, and at all times promptly and fully to pay and discharge any and all claims on which any such lien may or could be based, and to the extent permissible by state law will indemnify the CITY and all of the Premises and improvements thereon against all such liens and claims of liens and suits or other proceedings.
6. MAINTENANCE AND REPAIRS. The BOR will be responsible for the maintenance and repair of the vote drop boxes and will ensure the boxes are in good appearance and good operating conditions. If said boxes fall into disrepair and/or are damaged or no longer functional, then BOR will immediately repair and/or replace the boxes at their sole expense or remove them at their sole expense. If BOR fail to make such repairs, replacements, or removal depending on condition within five business days of receiving notice from CITY, then CITY may remove the boxes and store them for BOR pick-up. In such event of

removal by the City, and if BOR fails to pick-up the boxes after thirty days, then CITY may dispose of the boxes.

7. VIDEO SURVEILLANCE. CITY shall provide 24-hour video surveillance of the drop-boxes each day during the term of this IGA. The PARTIES acknowledge that the location of the cameras and angles/views of surveillance have been reviewed and approved. The video images from the date of installation through 7:00 p.m. November 3, 2020 and from the first day of early voting through 7:00 p.m. January 6, 2021 (should there be a runoff in any race) will be saved on CITY hardware and be retained by the CITY, as an agent for the BOR, and will be made available to the BOR for review at any time for up to 30 days after the final certification of the election, or until conclusion of any contest involving an election on the ballot in Chatham County. If any dedicated hardware is required to save the recorded video images, then BOR will reimburse CITY for the cost of that hardware; said cost not to exceed \$2,000.00 and to be evidenced by receipts provided by CITY. Such hardware will be preserved by the CITY for use in future elections.

8. INSURANCE AND INDEMNIFICATION. The BOR is a self-insured agency and assumes all liability and releases City of Savannah from liability or costs associated with use of the Premises and vote drop-boxes upon execution of this IGA. Additionally, BOR hereby expressly releases and discharges CITY from all liabilities other than liability due to the SOLE negligence of CITY. To the extent permissible by law, BOR agrees to indemnify CITY and its officers, representatives, agents and employees against all claims, cost and loss of any kind, including reasonable attorney's fees resulting from BOR members, employees, representatives or invitees use of the Premises.

9. AMENDMENTS. This IGA sets forth the entire understanding of the CITY and the BOR, and it may not be changed except by a written document signed and executed by both parties, and making express reference to this IGA.

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

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

12. BINDING EFFECT. This IGA 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, and all covenants are to be construed as conditions of this and said covenants shall be covenants running with the real property specified in Addendum A during the term of this IGA.

13. NOTICES: All notices, demands and requests which may be given or which are required to be given by either party to the other under this IGA, and any exercise of a right of termination provided by this IGA, shall be in writing and shall be deemed effective: (i) immediately, when personally delivered to the intended recipient; (ii) three (3) business days after having been sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; (iii) immediately, when delivered in person to the address set forth below for the party to whom the notice was given; (iv) at noon of the business day next following after having been deposited into the custody of a nationally recognized overnight delivery service, addressed to such party at the address specified below; (v) immediately, if sent during regular business hours or at 8:30 a.m. local time on the next business day following an after-hours, weekend or holiday notice sent by facsimile or by electronic mail (“e-mail”), provided that receipt for such facsimile or e-mail is verified by the sender and followed by a notice sent in accordance with one of the other provisions set forth above; or (vi) immediately, upon actual receipt. Any notice sent as required by this section and refused by recipient shall be deemed delivered as of the date of such refusal. For purposes of this Section, the addresses and facsimile numbers of the parties for all notices are as follows (unless changed by a similar notice in writing given by the particular person whose address is to be changed):

As to the BOR:

Colin McRae, Chairman
Chatham County Board of Registrars
1117 Eisenhower Drive, Suite E
Savannah, GA 31406
E-Mail: CMcrae@huntermaclean.com

With a copy to:

Sabrina German
Chatham County Board of Registrars
1117 Eisenhower Drive, Suite E
Savannah, GA 31406
E-Mail: ssgerman@chathamcounty.org

As to the City:

Patrick Monahan, City Manager
City of Savannah
P.O. Box 1027
Savannah, GA 31402

With a copy to:

David Keating, Sr. Director of Real Estate Services
City of Savannah
P.O. Box 1027
Savannah, GA 31402
Telephone: 912-651-6521
E-Mail: dkeating@savannahga.gov

And:

Bates Lovett, City Attorney
City of Savannah
P.O. Box 1027
Savannah, GA 31402
E-mail: blovett@savannahga.gov

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have hereunto caused this IGA to be executed by the authorized representatives on the day and year first above written.

THE MAYOR AND ALDERMEN OF
THE CITY OF SAVANNAH

BY: _____
CITY MANAGER

ATTEST: _____
CLERK OF COUNCIL

Signed, sealed and delivered

In the presence of:

Notary Public, Chatham County, GA

CHATHAM COUNTY BOARD OF ELECTIONS

BY: _____

ITS CHAIRMAN

ATTEST: _____

SECRETARY

Signed, sealed and delivered

In the presence of:

_____ Notary Public, Chatham County, GA

Exhibit A