

INTERGOVERNMENTAL AGREEMENT

This Agreement, made and entered this _____ day of _____, 2022, 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 ALDERMEN OF THE CITY OF SAVANNAH**, hereinafter referred to as the “City.” Collectively, Board and City are jointly referenced herein as the “Parties.”

WITNESSETH:

WHEREAS, the Parties are mutually interested in the objective of leveraging each other’s recreational assets to provide the maximum benefits available to citizens at the lowest possible expenditure of public funds and resources; and

WHEREAS, mutual cooperation is necessary between the Parties and their respective personnel to realize the above stated objective; and

WHEREAS, the purpose of this Agreement is to develop, sustain, and direct a working relationship between the Parties for a shared use relationship governing specified recreation facilities owned by the Board and City to realize the above stated objective.

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

1. **SHARED FACILITIES.** The facilities to be shared among the Parties (the “Facilities”), subject to this Agreement, listed by ownership, are as follows:

TYPE	CITY-OWNED FACILITY	BOARD-OWNED FACILITY
Gymnasium	WW Law	Beach High
	Grant Center	Coastal Middle
	Tompkins Center	Derenne Middle
	Delaware Center	Hesse K-8
		Islands High
		Isle of Hope K-8

		Jenkins High
		Johnson High
		Savannah High
		Oglethorpe Charter***
		Myers Middle
		Shuman Elementary
		Bartlett Middle
		Windsor Forest High
		Woodville T High
Baseball Fields	Paulsen Complex (2 fields)	Jenkins High
	Guy Minick Complex (2 fields)	Beach High
	Grayson Stadium (*)	
Football Fields	Morris Field	Myers Middle
	Knight Field	Savannah High
	Guy Minick Complex	Islands High
	Daffin Park	Beach High
Golf Course	Bacon Park Golf Course (**)	No course
Soccer Fields	Morris Field	Jenkins High
	Knight Field	Savannah High
	Daffin Park	Islands High
Softball Fields	Scarborough (2 fields)	Myers Middle
	Guy Minick Complex (2 fields)	Beach High
	Paulsen Complex (2 fields)	Savannah High

Tennis Courts	Bacon Park (8 courts)	No courts
	Daffin Park (3 courts)	No courts
Track	No tracks	Savannah High
	No tracks	Jenkins High
	No tracks	Islands High

* Coordinate/schedule access via Fans First Entertainment (Savannah Bananas)

**Coordinate/schedule access via O.C. Welch Golf Properties, LLC.

***Oglethorpe Charter School is a local charter school and may require alternative procedures for approval and use.

2. DEFINITIONS.

- a. The Owning Party for a particular listed facility is herein defined as the Party owning the Facility.
- b. The Benefiting Party for a particular listed facility is herein defined as the Party not owning the Facility, but who may use that Facility subject to the terms and conditions stated herein.

3. TERM. The term of this agreement shall be for an initial fifteen (15) month period to apply retroactively to a start date of the 1st day of March 2022. Renewal of this agreement will be contingent on designated staff of the parties conducting a joint review meeting at least 60 days prior to the expiration of any current term. The agreement will be renewed for up to four additional 12-month terms as long as a timely renewal meeting is held and neither party issues a written notice of non-renewal at least 45 days prior to each applicable date of renewal.

4. SCHEDULING AND PRIORITY OF USE OF THE SHARED-USE

FACILITIES... Shared use under this agreement shall be limited to public

educational, recreational, and community service uses. Nothing in this Agreement shall give a Benefiting Party the right to override the use, suspension of use, repair, sale, lease, or decommissioning of a listed facility by the Owing Party. The Benefiting Party has no right to sublet, assign or transfer any rights to use these Facilities. This Agreement does not prohibit the Owing Party from sharing the use of the listed facilities with other entities and individuals.

The Parties recognize the importance of orderly planning and scheduling and will work to ensure that scheduling commitments for use by the Benefiting Party are honored. Facilities will be shared between the parties based on the Owing Party's scheduling protocols.

The Owing Party has the right to set the schedule of availability of listed facilities based on the Owing Party's operational and functional needs. Facilities listed in this Agreement may be excluded from the schedule of availability by the Owing Party on the grounds that available facilities can reasonably meet the Benefiting Party's established need. The Benefiting Party should submit requests for the use of a Facility as far in advance as reasonably possible and no less than thirty (30) days in advance of the requested use date and times. The Owing Party can waive the 30-day advance notice requirement at its discretion. The Owing Party should respond to requests for use within ten (10) days of the submitted application.

The Owing Party can cancel a scheduled share use based on operational need that the Owing Party deems necessary. In case a cancellation of shared use is necessary the Owing Party will provide notice to the Benefiting Party as soon as possible and will work towards minimizing the impact on the Benefiting Party to the extent possible.

The extent to which ancillary spaces are made available to the Benefiting Party may be established by the Owing Party. In general, the Owing Party will

work in good faith to ensure that access to sufficient restroom space is provided at shared facilities.

5. STAFFING AND SECURITY. The Benefitting Party shall provide program supervision, instructional staff, and security associated with its events and usage of a Facility. The Benefitting Party is not required to improve the condition or cleanliness of the Facilities during or after use. However, the Benefitting Party will ensure that portion of any Facilities it uses and accesses to under this Agreement are left in a reasonably clean and orderly condition after use (e.g. sweeping up, cleaning up spills, checking bathrooms, removing substantial amounts of collected trash). The Owing Party shall be responsible for unlocking and opening the Facility(ies) for use by the Benefitting Party; preparing and conditioning the Facility(ies) for use by the Benefitting Party, including field preparation and striping, as well as the regular cleaning of gym floors, restrooms, and associated Facilities, and ensuring that the Facilities are closed and secure at the close of each day's activities. (Note that the Owing Party is not responsible for marking or striping artificial turf fields. The Benefitting Party should not modify or mark-up existing fields and courts without the express written authority of the Owing Party.) All such Standard Facility Services will be provided by the Owing Party at no cost to the Benefitting Party. The Benefitting Party will not be provided with keys to Owing Party Facilities. Thus, Benefitting Party must coordinate Standard Facility Services with the Owing Party. The Benefitting Party will work with the Owing Party in good faith to consider and employ processes that can limit the Owing Party's administrative costs associated with opening and closing activities. Nothing in this Agreement prevents the Benefitting Party from contractually engaging the Owing Party's employees to provide special temporary services not otherwise provided for by Standard Facility Services as defined in this Agreement during the Benefitting Party's use of the Owing Party's Facilities. Special arrangements for services in connection with the use of Facilities listed in this Agreement that may be charged by the Owing Party

to the Benefitting Party must be agreed to in writing and signed by a legally authorized representative of the Benefitting Party.

6. USAGE FEES, ROUTINE MAINTENANCE AND MINOR REPAIRS. The Parties recognize that they are receiving equitably commensurate mutual benefits under this Agreement. This agreement is revenue and expense neutral and, as such, the Owing Party will not assess any fees or charges to the Benefitting Party. Owing Party's facilities covered under this Agreement are shared AS IS and the Owing Party does not warrant the condition of any shared facility for the intended use of the Benefitting Party.
7. MAJOR REPAIRS. Major repairs shall be defined as all repairs to the Facilities which cost more than \$5,000 or may require a building permit to perform. The Owing Party will be operationally responsible for all major repair work at the Facilities; including a facility's roof and gutter system; heating, ventilation, and cooling (HVAC) system; windows and doors; building foundation; a building's exterior finishes; as well as site improvements such as fencing, turf, clay, concrete, asphalt, sports court surfaces, lighting, safety netting, etc. The Owing Party shall undertake all periodic repairs which are necessary, in its sole discretion, to maintain the Facilities in a condition of repair and safety for reasonable use, normal wear and tear excepted. The Owing Party may withhold facilities from use under this Agreement immediately and at its discretion based on the need to perform repairs.
8. MODIFICATION OR ALTERATIONS OF FACILITIES. The Benefitting Party shall not modify, alter, improve, demolish, or otherwise materially change an Owing Party Facility without the express written consent of the Owing Party.
9. TAXES. The parties contemplate that taxes will not be assessed based upon either party's use.

10. INSURANCE OR SELF-INSURANCE. Each Party assumes responsibility for loss of their property by fire, calamity or other perils normally covered by fire and casualty insurance policies. In the event of such a loss such property, and to the extent such repair or replacement is feasible and able to be repaired or replaced with available funds in Owing Party's sole discretion, then such property shall be promptly repaired, replaced, or placed in a condition which does not impair the use of the property by the Parties. To the extent either party carries such insurance, the Benefiting Party will list the Owing Party as a named insured in its risk management and insurance policies in a manner appropriate to provide coverage benefits for claims arising out of Benefiting Party's use of Owing Party's facilities contemplated under this Agreement.
11. WAIVER AND INDEMNITY. Neither Party waives any defenses available as to any claim including immunities as a governmental entity. However, to the extent permissible by law and without waiver of sovereign immunity or other defense available by law, the Benefiting Party agrees to indemnify, defend, and hold the Owing Party harmless for claims brought by third parties against the Owing Party based on the uses and access to shared facilities provided for under this Agreement. Nothing herein shall be construed to constitute a waiver of the protections of the Recreational Property Act, O.C.G.A. § 50-3-20, *et seq.*
12. ENERGY MANAGEMENT SYSTEM. If a Facility is managed by an energy management system, then the Benefiting Party shall advise the Owing Party on its desires for controlling the electrical and mechanical systems for areas of its use. The Parties shall cooperatively determine and appropriately update how the mechanical and electrical systems for the shared-use areas shall be controlled based on ongoing activities in the building.
13. TERMINATION. At any time during the term of this Agreement, this Agreement may be terminated by either Party giving to the other Party written notice of such intent not less than Forty-Five (45) days prior to such termination date or by mutual agreement between the parties hereto.

14. 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 both the City and the Board and making express reference to this agreement. However, individual facilities may be unilaterally removed or added to the SHARED FACILITIES Table at the discretion of the Owning Party with 45 days' notice to the Benefitting Party.
15. 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.
16. SEVERABILITY. The provisions of this Agreement are severable. If any judgment or court order 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 full force and effect.
17. 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, and all covenants are to be construed as conditions of this and said covenants shall be covenants running with the real property specified in Section I during the term of this Agreement.
18. 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 Agreement, and any exercise of a right of termination provided by this Agreement, 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 Board: Vanessa Miller-Kaigler, Deputy Superintendent,
Chief Operations Officer
208 Bull Street
Savannah, GA 31401 Facsimile: (912) 201-5687
E-mail: vanessa.miller-kaigler@sccpss.com

Dr. M. Ann Levett, Ed.D.
Superintendent
208 Bull Street
Savannah, GA 31401 Facsimile: (912) 201-5687
E-mail: marie.levett@sccpss.com

With a copy to: Dr. Joe Buck, Board President
208 Bull Street
Savannah, GA 31401 Facsimile: (912) 201-5206
E-mail: joe.buck@sccpss.com

As to the City: Joseph A. Melder, City Manager
City of Savannah
P.O. Box 1027
Savannah, GA 31402
E-mail: jmelder@savannahga.gov

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

And: David Keating, Sr. Director of Real Estate Services
City of Savannah
P.O. Box 1027
Savannah, GA 31402
E-mail: dkeating@savannahga.gov

[Signature Page to follow]

IN WITNESS WHEREOF, the parties hereto have hereunto caused this agreement 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

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

BY: _____
BOARD PRESIDENT

ATTEST: _____
SECRETARY

Signed, sealed, and delivered this
_____ day of _____
In presence of:

Notary Public, Chatham County, GA