

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of June, 2017 by and between **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, sustain, and direct a working relationship between the parties for use by the City of certain Board Facilities locations and premises.

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

1. BOARD FACILITY LOCATIONS & PREMISES (the “Facilities”).

LOCATION & ADDRESS	PREMISES
Windsor Forest Elementary School 414 Briarcliff Road Savannah, Georgia 31419	Exclusive use of two (2) offices, two (2) Golden Age multi-purpose rooms, two (2) designated storage areas, adult locker rooms, janitor closet, and kitchen. Shared use of designated storage area; locker room; janitor closet; ball field; gymnasium; access corridor at front entrance, and three (3) classrooms #1, #2 formerly known as the game room, the fitness room and alternate classroom.
White Bluff Elementary School 9902 White Bluff Road Savannah Georgia 31406	Shared use of two (2) athletic fields.
Windsor Forest High School 12419 Largo Drive Savannah, Georgia 31419	Shared use of lighted athletic field.

2. TERM. The term of this agreement shall be 5 years and will to commence on the 1 day of June, 2017 and terminate on the 30 day of May, 2022.

3. USE OF THE FACILITIES. The City shall use the Facilities for public educational, recreational, and community service uses only and shall not sublet, assign or transfer its rights to the use of the Facilities to any other person or entity without consent of the Board. The Board will have exclusive use of the Facilities during normal school hours, except the City shall have exclusive use of the designated exclusive use areas at the Windsor Forest Elementary School for the Golden Age Community Center (“Community Center”). The City will enjoy use of the shared Facilities at the Community Center Gymnasium during non-school hours and during summer sessions. The City shall normally have use of Classrooms #1, #2, and alternate classroom, formerly known as the game room and the fitness room during summer sessions only at the Community Center. Should school uses make use of the said rooms 1, 2 or an alternative classroom unavailable for summer use, the site administrator will provide notice not later than April 30 prior to that summer to City. The site administrator and City representatives will arrange suitable alternative rooms that meet the needs of the City summer program. Each party will enjoy key access to the Facilities (including ballfields) and will coordinate the scheduling of activities to prevent conflicts.

4. LIENS. The City shall keep all of the Facilities and every part thereof and all buildings and other improvements at any time located thereon 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 City, any alteration, improvement or repairs or additions which the City may make or permit or cause to be made, or any work or construction, by, for, or permitted by the City on or about the premises, or any obligations of any kind incurred by the City, 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 Board and all of the premises and all buildings and improvements thereon against all such liens and claims of liens and suits or other proceedings.

5. STAFFING AND SECURITY. Each party shall provide program supervision and instructional staff and pay the costs for the same during its period of use. The City shall be responsible for ensuring that the Facilities are secure at the close of each day’s activities unless special arrangements are made with the Board to secure the Facilities following individual events.

6. ROUTINE MAINTENANCE AND MINOR REPAIRS. The City will be responsible for the routine maintenance and minor repair of the Facilities caused by their use. Routine maintenance and repairs will be those activities which are undertaken to keep the Facilities in a condition of repair and safety for reasonable use, normal wear and tear expected. Routine maintenance shall include, but not be limited to, janitorial services (cleaning, mopping, and trash pickup), grass and landscape cutting and pruning, restroom supplies and cleaning, etc. Minor repairs shall be defined as all repairs costing less than \$5,000 per occurrence. Minor repairs include, but are not limited to, building finishes, including paint; plumbing, mechanical, and electrical services (including lightbulb replacement, filter replacement, etc.). The City shall have the right, but not the obligation, to also maintain and repair the Facilities at its own cost, if it desires a higher standard of care. Notwithstanding anything contained herein to the contrary, each party will be responsible for repairs for damage which occurred during that party's use.

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 Board will be operationally responsible for all major repair work at the Facilities; including the building's roof and gutter system; heating, ventilation, and cooling (HVAC) system; windows and doors; building foundation; and the building's exterior finishes. The Board 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 expected. The cost of major repair work for the building's shared-use areas shall be split equally between the Board and the City on a pro-rata basis per use of the Facilities. Emergency repairs required to prevent injury, loss of life, or further damage to a building system, can be performed by the Board or the City prior to receiving consent from the other party. For all other non-emergency items, both parties must approve and consent to applicable costs before major repair work begins.

8. UTILITIES. The City shall pay water and sewer fees associated with the Windsor Forest Elementary School Community Center/Golden Age Center and the Board shall pay all electric utility expenses associated with the Windsor Forest High School and White Bluff Elementary School. Each party shall initiate, contract for and obtain electric, gas and telephone service for areas of their exclusive use.

9. TAXES. The parties contemplate that taxes will not be assessed based upon either party's use.

10. 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 shall be promptly repaired, replaced or placed in a condition which does not impair the use of the property by the parties.

11. WAIVER. Neither party waives any defenses available as to any claim including immunities as a governmental entity.

12. ENERGY MANAGEMENT SYSTEM. The mechanical and electrical systems for the entire Facilities Locations shall be tied into, monitored and controlled by the Energy Management System which currently serves the School. The City shall advise the Board on its desires for controlling the Electrical and Mechanical Systems for areas of its exclusive use. The City and the Board shall cooperatively determine and continually 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 One Hundred Eighty (180) 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.

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 judgement 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 1 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, Chief of Facilities & Support
208 Bull Street
Savannah, GA. 31401
Facsimile: (912) 201-5687
E-mail: Vanessa.Miller-Kaigler@sccpss.com

Dr Thomas Lockamy, Jr.
208 Bull Street
Savannah, GA 31401
Facsimile: (912) 201 5687
E Mail: Thomas.Lockamy@SCCPSS.com

With a copy to:

Jolene Byrne, Board President
208 Bull Street
Savannah, GA. 31401
Facsimile: (912) 201-5206
E-Mail: Jolene.Byrne@sccpss.com

As to the City:

Roberto Hernandez, City Manager
City of Savannah
P.O. Box 1027
Savannah, GA 31402
Facsimile:
E-Mail: rhernandez@savannahga.gov

With a copy to:

Brooks Stillwell, Esq.
City of Savannah Attorney's Office
P.O. Box 1027
Savannah, GA 31402
Facsimile:
E-Mail: bstillwell@savannahga.gov

And:

David Keating
Director of Real Property Services
City of Savannah
P.O. Box 1027
Savannah, GA 31402
Facsimile: (912) 651-4300
E-Mail: dkeating@savannahga.gov

And:

William W. Shearouse, Jr., Esq.
Weiner, Shearouse, Weitz, Greenberg & Shawe, LLP
14 E. State Street
Savannah, GA 31401
Facsimile: (912)-235-5464
E-Mail: wshearouse@wswgs.com

[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 ALDERMAN
OF THE CITY OF SAVANNAH

BY:

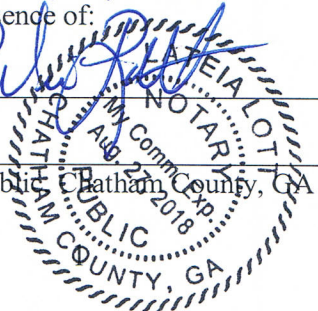

CITY MANAGER

ATTEST:


CLERK OF COUNCIL

Signed, sealed and delivered this
1 day of June, 2016
in the presence of:


Notary Public, Chatham County, GA



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

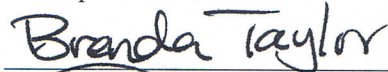
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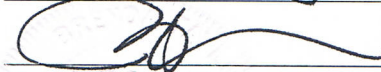

PRESIDENT

ATTEST:


SECRETARY

Signed, sealed and delivered this
16 day of May, 2017
in the presence of:


Brenda Taylor


Notary Public, Chatham County, GA

