

## **INTERGOVERNMENTAL AGREEMENT**

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH**, hereinafter referred to as the “CITY,” and the **CHATHAM COUNTY BOARD OF COMMISSIONERS**, hereinafter referred to as the “COUNTY.” Collectively, CITY and COUNTY are hereinafter referred to as the “PARTIES.”

### **WITNESSETH:**

**WHEREAS**, the purpose of this IGA is to develop, sustain, and direct a collaborative and efficient working relationship between the PARTIES to provide enhanced recreational and leisure services to residents and governing the funding and construction/development of a new gymnasium (the “Gymnasium”) by the COUNTY on real property owned by the CITY; and

**WHEREAS**, the proposed Gymnasium will be developed/constructed by the COUNTY on CITY property adjoining the Carver Village Community Center (the “Community Center”); said Community Center being located at 905 Collat Avenue, Savannah, Georgia, which is additionally described by the Chatham County Property Appraiser as Property Identification Numbers 20049 04001 and 20049 03001 (the “City Property”); and

**WHEREAS**, County will lease a portion of the City Property upon which County will develop/construct the Gymnasium; said portion subject to survey and generally depicted on Exhibit A attached hereto (the “Site”).

**WHEREAS**, the Gymnasium will be a stand-alone and self-sufficient structure that is separate from the Community Center and not connected to the Community Center in any way. The Gymnasium will have its own entrance, utility services, parking, stormwater retention, and related requisite features. Notwithstanding the foregoing, COUNTY will construct a covered

sidewalk/breezeway connecting doorways to the Gymnasium with doorways to the Community Center so pedestrians can conveniently and safely traverse between and access both facilities.

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

1. TERM OF LEASE. CITY shall lease the Site to the COUNTY for a period of forty (40) years (the "Lease Term") commencing on the Effective Date of this Agreement. The lease may be extended upon the approval of both parties.
2. ANNUAL RENT. COUNTY shall pay CITY nominal rent of one dollar (\$1.00) per year for use of the Site during the Lease Term.
3. GYMNASIUM. COUNTY will develop/construct the Gymnasium at its sole cost and expense. The Gymnasium will include a full-size regulation multi-use athletic court, seating for spectators, two team locker rooms, separate multi-fixture men's and women's restrooms, a concessions area, at least one private office, janitorial closet, storage closets, as well as requisite site improvements to include, but not be limited to, parking (onsite and offsite), storm-drainage pipes and retention pond, signage, lighting, landscaping, utility laterals and connections, independent utility meters and accounts, and more.
4. PLAN APPROVAL. COUNTY shall prepare and submit the Gymnasium design and construction plans to CITY for review, approval, and permitting, in City's sole discretion including, but not limited to, review and approval of design concepts, elevation/renderings, final construction plans for building and site development permits, and construction schedule. It is the intent of the parties that the Gymnasium will complement and share architectural features with the Community Center so as to create a pleasing and consistent aesthetic.
5. TIMELY CONSTRUCTION. COUNTY shall commence construction of the Gymnasium within three years of the Effective Date of this Agreement.

6. USE. The COUNTY may use the designated Site solely for the purpose of developing/constructing the Gymnasium as well as for staging, storing, and operating equipment and supplies during development/construction. The Site may not be used for any other purpose or use without the express written consent of the CITY. COUNTY shall not block or obstruct CITY operations and use of the Community Center during the Gymnasium construction and subsequent operation without coordinating with and receiving special scheduling approvals from City.
7. PROGRAMMING AND OPERATIONS. COUNTY shall program, operate, manage, maintain and repair the Gymnasium at its sole cost and discretion. Notwithstanding the foregoing, COUNTY and CITY operational staff shall meet at least once a year to coordinate programming to minimize the risk of any inefficient duplication or redundancy of programming at the Gymnasium (County operated) and Community Center (City operated).
8. OPERATING AND MAINTENANCE/REPAIR COSTS. Each Party shall be solely responsible for any and all operating and maintenance/repair costs at their respective facilities; specifically, the COUNTY will be responsible for all costs of operating and maintaining the Gymnasium on the Site and CITY will be responsible for all costs of operating and maintaining the Community Center on the City Property.
9. AS IS - WHERE IS. The COUNTY accepts the Site in As Is – Where Is condition, and CITY will not make any improvements, modifications, or enhancements to the Site to accommodate the COUNTY or its planned Gymnasium project. However, if unforeseen site conditions are identified that make the site undevelopable then this agreement is null and void and COUNTY shall keep the information relating to the unforeseen site condition confidential and not report the information to the CITY and/or a third-party to the extent permissible by law.
10. LIENS. The COUNTY shall keep the Site 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, services performed, or materials or appliances used or furnished for or in connection with the intended USE; including any operation or any obligations of any kind sustained or incurred by the COUNTY; and COUNTY shall at all times promptly and fully 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 Site and improvements thereon against all such liens and claims of liens and suits or other proceedings.

11. CO-BRANDING. All exterior and interior signage shall reference and recognize the new Gymnasium as a co-branded project established by mutually beneficial intergovernmental partnership between the Chatham County Board of Commissioners and the Mayor and Aldermen of the City of Savannah.
12. EMERGENCY EVENT. During an Emergency Event, as defined herein, COUNTY may cancel and defer prior scheduled programming of the Gymnasium and repurpose the Site and Gymnasium for exclusive use of COUNTY staff and partnering governmental and civilian emergency teams and personnel as a storm or emergency shelter, to distribute food and water and medical supplies, to provide medical treatment and mental health counseling, for evacuation and re-entry staging, and other emergency event related uses. The City will allow the County full use and access to the community center during the emergency event. The County will be responsible for any repairs, maintenance, and janitorial/cleaning services necessary as a result of its use during an emergency event. An “Emergency Event” is defined as any emergency incident threatening or affecting the County which results in activation of the County Incident Management Team (“IMT”) and declaration of IMT Operating Conditions 3, 2, or 1. After the emergency event has concluded and IMT Operating Conditions return to safe and normal conditions, the Gymnasium will return to normally scheduled programming, unless adversely affected by storm or emergency event damages. If adversely affected by storm or emergency event damages, the Gymnasium will return to normally scheduled programming once the damages are repaired and the facility is returned to safe and normal operating status.

13. INSURANCE AND INDEMNIFICATION. The COUNTY is a self-insured agency and assumes all liability and releases City of Savannah from liability or costs associated with use of the Site and any voting activities conducted thereon. Additionally, COUNTY 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, COUNTY 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 COUNTY members, employees, representatives or invitees use of the Site.
14. RIGHT OF FIRST REFUSAL. COUNTY hereby grants to CITY the Right of First Refusal to operate and maintain the Gymnasium and Site in the event COUNTY ceases to operate and program the Gymnasium and Site for use by the public for a period exceeding six consecutive months or if COUNTY decides to cease direct operations and maintenance/repair responsibilities and instead retain the services of a third-party operator/manager to take over the operations, programming, and maintenance/repair responsibilities of the Gymnasium (the "Cessation Conditions"). COUNTY shall notify the CITY at least ten days prior to initiating Cessation Conditions. CITY shall then have a period of thirty-days to evaluate and respond to the notice by COUNTY and elect to exercise or decline its Right of First Refusal. If CITY declines to exercise its Right of First Refusal, then COUNTY may proceed with initiating and implementing the Cessation Conditions. If CITY elects to exercise its Right of First Refusal in response to the notice of Cessation Conditions, then CITY, at its sole discretion and election, will assume operations, programming, and maintenance/repair of the Gymnasium and pay COUNTY a rental fee of one dollar (\$1.00) per year for the period of time during which CITY assumes these responsibilities.
15. DEFAULT. CITY will notify COUNTY in the event of a default or breach by COUNTY of its obligations and responsibilities stated herein. Upon delivery of such a notification of default, COUNTY shall have a period of thirty-days in which to commence to cure the default and restore compliance with the obligations and responsibilities stated herein and complete the cure of default within a period not exceeding ninety-days. Should COUNTY

fail to cure the noticed default within this agreed upon time frame, then CITY shall have the option to immediately terminate the lease of the Site in its sole discretion.

16. SURRENDER. Upon termination or expiration of the lease of the Site, COUNTY shall immediately surrender, deliver up, and turn-over the Site and any improvement thereon to CITY for possession.

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

18. 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.

19. 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.

20. 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.

21. 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 COUNTY:**

County Manager  
Chatham County  
124 Bull Street- Suite 220  
Savannah, GA 30401  
Facsimile: 912-652-7874  
E-Mail: [mkaigler@chathamcounty.org](mailto:mkaigler@chathamcounty.org)

**With a copy to:**

Jonathan Hart, County Attorney  
Chatham County  
124 Bull Street-Suite 230  
Savannah, GA 30401  
Facsimile: 912-652-7887  
E-Mail: [RJHart@chathamcounty.org](mailto:RJHart@chathamcounty.org)

**And:**

Linda Kramer  
Assistant County Manager  
Chatham County  
124 Bull Street – Suite 220  
Savannah, GA 30401  
Facsimile: 912-652-7874  
E-Mail: [lbcramer@chathamcounty.org](mailto:lbcramer@chathamcounty.org)

**As to the CITY:**

Jay Melder, City Manager  
City of Savannah  
P.O. Box 1027  
Savannah, GA 31402

E-Mail: [jmelder@savannahga.gov](mailto:jmelder@savannahga.gov)

**With a copy to:**

Sr. Director of Real Estate Services  
City of Savannah  
P.O. Box 1027  
Savannah, GA 31402  
Telephone: 912-651-6521

**And:**

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

**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



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**  
**MAP**



**AERIAL PHOTOGRAPH**

