

## **INTERGOVERNMENTAL AGREEMENT**

This Agreement, made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 2024, 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 assets to provide the maximum benefits available to citizens at the lowest possible expenditure of public funds and resources; and

**WHEREAS**, the Board owns certain real estate within the City of Savannah, including lands improved with Haven Elementary School, Brock Elementary School, and Hubert Middle School (the “Hosting School Properties”); and

**WHEREAS**, pursuant to a prior agreement now expired, the City installed, operated, and maintained public playgrounds (the “Benefitting Playground Equipment”) on the Hosting School Properties, and

**WHEREAS**, the City is seeking to replace the existing equipment with new, modern, and enhanced Benefitting Playground Equipment; and

**WHEREAS**, the purpose of this Agreement is to continue the mutually beneficial working relationship between the Parties for a shared-use relationship of a portion of the Hosting School Properties for the installation, use, and maintenance of this Benefitting Playground Equipment.

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

1. PLAYGROUND SITES. The portions of the Hosting School Properties allocated for installation and use of the Benefitting Playground Equipment is depicted and described on Exhibit A, attached hereto.
2. TERM. The term of this agreement shall be for an initial period of ten (10) years so the City can fully amortize its investment in the Benefitting Playground Equipment. The agreement will be automatically renew in one-year incremental extensions thereafter unless either party provides written notice of non-renewal at least sixty (60) days prior to the date of renewal.
3. SCHEDULING AND PRIORITY OF USE OF THE SHARED-USE FACILITIES. The Board and City shall share in the use and enjoyment of the Benefitting Playground Equipment to be placed on the Hosting School Properties. The Board shall have priority use of the Benefitting Playground Equipment during school hours, and the City and Public shall have priority use of the Benefitting Playground Equipment during non-school hours. Shared use under this agreement shall be limited to public educational, recreational, and community service uses.
4. NO RIGHT TO ASSIGN, TRANSFER, OR SUBLET. Neither Party can sublet, assign, or transfer any rights to provided herein without the express written consent of the other Party; whose consent can be withheld in its sole discretion.
5. USAGE FEES, ROUTINE MAINTENANCE AND MINOR REPAIRS. The Parties recognize that they are sharing land and equipment to provide stated public benefits under this Agreement. This agreement is revenue and expense neutral and, as such, neither Party will assess any fees or charges to the other Party for the shared use of the land or equipment. Notwithstanding the foregoing, the City will be responsible for all routine maintenance and repair of the Benefitting Playground Equipment.

6. MODIFICATION OR ALTERATIONS OF FACILITIES. The City shall not modify, alter, improve, demolish, or otherwise materially change the Benefitting Playground Equipment without the express written consent of the Board.
7. TAXES. The parties contemplate that taxes will not be assessed based upon either party's use.
8. 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 Benefitting 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 Benefitting Party's use of Owing Party's facilities contemplated under this Agreement.
9. NO WAIVER OF DEFENSES. Neither Party waives any defenses available as to any claim including immunities as a governmental entity. 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.*
10. 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.
11. 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.

12. 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.
13. 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.
14. 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 mailing addresses and e-mail addresses 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:** Denise Watts, Ed.D.  
Superintendent  
SCCPSS  
208 Bull Street  
Savannah, GA 31401  
E-mail: [sharmel.watts@sccpss.com](mailto:sharmel.watts@sccpss.com)

**With a copy to:** Brian Dennison  
Attorney  
SCCPSS  
208 Bull Street  
Savannah, GA 31401  
E-mail: [david.dennison@sccpss.com](mailto:david.dennison@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](mailto: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](mailto: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](mailto: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

Signed, sealed and delivered this  
\_\_\_\_\_ day of \_\_\_\_\_  
In presence of:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public, Chatham County, GA

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