

## 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**, City plans to commence renovation and historic restoration work at City Hall (the “Restoration Work”) during the summer of 2024; and

**WHEREAS**, phase 1 of the Restoration Work will impact City Council Meeting Chambers, the lobby, portions of the Rotunda, and the Media/Meeting room; and

**WHEREAS**, for safety and security purposes, the Mayor and Aldermen are seeking to meet at an alternate facility/location until the phase 1 Restoration Work is completed; and

**WHEREAS**, City is requesting the temporary use of the Board of Education Meeting Chambers and adjoining conference room(s) located at the Eli Whitney Administrative Complex located at 2 Laura Avenue, Savannah, Georgia (Eli Whitney Complex) during the phase 1 Restoration Work.

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

1. **MEETING SPACE**. The Board of Education Meeting Chambers and adjoining conference rooms located at the Eli Whitney Complex (the “Meeting Space”).
2. **MEETING DATES**. The Meeting Space will be made available for use by the City on the following dates and times:

- September 2024: 12th & 26<sup>th</sup>
- October 2024: 10th & 24<sup>th</sup>
- November 2024: 14th & 26th
- December 2024: 12th
- January 2025: 9th & 23rd
- February 2025: 13th & 27<sup>th</sup>

All meeting dates shall be Thursdays, except November 26 (which is a Tuesday due to the Thanksgiving Holiday). Hours of use shall commence at 10:00 am and extend until the meeting is adjourned, but no longer than midnight.

3. NO RIGHT TO ASSIGN, TRANSFER, OR SUBLET. City may not sublet, assign, or transfer any rights to use the Meeting Space provided herein without the express written consent of the other Board; whose consent can be withheld in its sole discretion.
4. USAGE FEES, OPERATING COSTS, ROUTINE MAINTENANCE AND MINOR REPAIRS. As a cooperating partner government entity, the Board agrees to offer use of the space at no charge or cost to City during the dates specified. City shall be responsible for all costs and labor associated with set-up, break-down, security, and support services during use of the Meeting Space. The Board shall be responsible for providing janitorial services, utilities, air conditioning, heating, and interface with video and sound recording and transmission equipment. Any other related support services as deemed necessary and feasible shall be reviewed and provided as agreed upon by both parties. In the event the Board employs janitorial staff outside their standard working schedule to provide services during and directly after City uses, the Board may invoice the City for those off schedule services. Any such invoices can include all effective employee costs to the District including overtime when applicable. The City agrees to pay such invoices within 45 days per the

instruction in the invoices unless they detect a billing irregularity or a need for correction.

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

12. 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.

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 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, In-House Counsel

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