

## Memorandum of Agreement

This agreement ("Agreement") is entered into effective as of \_\_\_\_\_, 2026 (the "Effective Date") by and between the Mayor and Aldermen of the City of Savannah, Georgia (the "City") and the Rotary Club of Savannah and Rotary Club of Metropolitan Savannah ("Rotary Clubs"), each a "Party" and collectively the "Parties."

### RECITALS

WHEREAS, the City of Savannah is a municipal corporation of the State of Georgia; and

WHEREAS, Rotary Club of Savannah and Rotary Club of Metropolitan Savannah are local charters of Rotary International, a non-profit corporation with tax exempt status from the Internal Revenue Service under Section 501(c)(4) of the United States Internal Revenue Code and were organized to create lasting change in communities by bringing together business and professional leaders in order to provide humanitarian services, encourage high ethical standards in all vocations, and to advance goodwill and peace; and

WHEREAS, the Herb Traub Gathering Space ("Gathering Space"), designed by the Rotary Clubs with community-wide input, will be an asset of the City to be constructed in Forsyth Park, east of the Fragrant Garden; and

WHEREAS, the Rotary Clubs desire to fund and execute the development of the Gathering Space in Forsyth Park, providing an aesthetically pleasing space for the community and visitors to sit, eat, and gather with family and friends; and

WHEREAS, the City and the Rotary Clubs wish to formalize their mutual understanding concerning improvements to and stewardship of the Gathering Space.

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

1. Gathering Space Construction.

- a. The Rotary Clubs, with City input (through its Park and Tree Senior Director), will draft Requests for Proposal for construction of improvements called for in the Gathering Space design (e.g. walkways, site amenities, etc.). The Rotary Clubs will distribute their Request for Proposals to potential bidders.
- b. The Rotary Clubs will seek the City's input (through its Park and Tree Senior Director) during the bid review process; however, final selection of contractor(s) to construct the

enhancements called for in the Gathering Space design will be the responsibility of the Rotary Clubs.

- c. The Rotary Clubs shall be the contracting party for all agreements concerning implementation of the Gathering Space design, including construction of enhancements, and shall be responsible for the associated construction costs.
- d. Title to all enhancements will vest in the City upon installation in the Gathering Space.

2. City Responsibilities.

- a. The City will support issuance of all necessary City permits and other City approvals concerning the enhancements.
- b. The City acknowledges that it does not have the authority to select the contractors for the enhancements, as the Rotary Clubs are independent entities.
- c. The City will work closely with the Rotary Clubs throughout the planning and enhancement process.
- d. The City will provide in a timely manner all information and documents requested by the Rotary Clubs and/or their contractors supporting development and implementation of the Gathering Space enhancements.
- e. The Parties agree that the City has no financial obligation to the Rotary Clubs to fund the cost of development or implementation of the Gathering Space enhancements but will contribute to the project through supplying materials and services (*e.g.*, demolition, filling the site to grade, concrete work for surrounding walkways, assistance with drainage tie in, and the purchase/installation of plant material, irrigation, and lighting) as it has done on previous projects.

3. Post-Construction Maintenance and Modifications.

- a. Upon completion of construction pursuant to the Gathering Space design, the City shall assume primary responsibility at its expense for the maintenance and repair of the Gathering Space.
- b. In recognition of the Rotary Clubs' considerable investment in the Gathering Space's Improvements and the extent to which the Gathering Space is integrated into Forsyth Park's visitor experience, the City agrees to consult with the Rotary Clubs regarding any substantial modifications to the Gathering Space as may be necessary.

4. City Manager Approval. The City and the Rotary Clubs acknowledge and agree that they may need to execute one or more amendments to this Agreement in furtherance of its purpose. The Mayor and Aldermen hereby authorizes the City Manager to execute amendments to this Agreement that are in furtherance of the terms and conditions contained herein.

5. Term of Agreement. The term of this Agreement shall be for one (1) year following the Effective Date and shall be renewable for one (1) additional year term by mutual agreement of the Parties, by either Party giving the other Party notice to renew within ten (10) calendar days at the expiration of the term.

6. Termination. The City acknowledges and agrees that the Rotary Clubs' ability to implement the Gathering Space design is contingent on the Rotary Clubs' ability to obtain third-party contributions sufficient to fund such work. Accordingly, the Rotary Clubs shall have the right to terminate this Agreement at any time by giving written notice thereof to the City and following such termination neither Party shall have any further obligation to the other hereunder.
  
7. Entire Agreement. There are no other agreements or understandings, either oral or written, between the parties affecting this Agreement or the subject matter covered by this Agreement, except as otherwise specifically provided for or referred to herein. No change or addition to, or deletion of, any portion of this Agreement shall be valid or binding upon the Parties hereto unless the same is approved in writing by the Parties.
  
8. Notices. Any notice to either party hereunder must be in writing signed by the party giving it, and shall be deemed given when mailed postage prepaid by the U.S. Postal Service first class, certified or express mail or other overnight mail service, or hand delivered, when addressed as follows:

To City:

City of Savannah  
Attention: City Manager  
City Hall  
2 East Bay Street  
Savannah, GA 31401

with a copy to:

City Attorney  
Office of the City Attorney  
2 East Bay Street, 3rd Floor  
Savannah, GA 31401

To Rotary Clubs:

Rotary Club of Savannah  
P.O. Box 11105  
Savannah, Georgia 31412

and

Metro Savannah Rotary  
P.O. Box 10316  
Savannah, GA 31412

Other addressee(s) may also be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

9. Governing Law. This Agreement shall in all respects be governed by, and construed in accordance with, the laws of the State of Georgia without reference to rules regarding choice of law.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement under seal as of the day and year first above written.

THE ROTARY CLUB OF SAVANNAH

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

THE ROTARY CLUB OF METROPOLITAN SAVANNAH

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH.

By: \_\_\_\_\_  
Name: Joseph A. Melder  
Title: City Manager  
Date: \_\_\_\_\_