

INTERGOVERNMENTAL AGREEMENT

between

SAVANNAH AIRPORT COMMISSION,

THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH,

CHATHAM COUNTY BOARD OF COMMISSIONERS,

and

SAVANNAH ECONOMIC DEVELOPMENT AUTHORITY

This **INTERGOVERNMENTAL AGREEMENT** (this “Agreement”) is entered into as of the ___ day of _____, 2026, by and between the **SAVANNAH AIRPORT COMMISSION** (“Airport Commission”), **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH** (“City”), **CHATHAM COUNTY BOARD OF COMMISSIONERS** (“County”), and **SAVANNAH ECONOMIC DEVELOPMENT AUTHORITY** (“SEDA”). Airport Commission, Chatham County and SEDA are hereinafter collectively referred to as the “Parties” and singularly as a “Party.”

WHEREAS, Airport Commission operates an airport known as Savannah/Hilton Head International Airport (hereinafter, the “Airport”), which is located in Savannah and Chatham County, Georgia;

WHEREAS, Savannah and Chatham County are experiencing strong industrial and economic growth throughout Savannah and Chatham County, which provides considerable economic benefit to the residents of Savannah and Chatham County;

WHEREAS, SEDA is a public body corporate organized under the laws of the State of Georgia, whose purpose is to help create, grow, retain, and attract job opportunities and investment in Savannah and Chatham County;

WHEREAS, SEDA owns substantial tracts of land at the Airport which it has leased to Gulfstream Aerospace Corporation (hereinafter, “Gulfstream”) for an aircraft manufacturing facility, and Gulfstream employs approximately 12,000 employees at that facility;

WHEREAS, Gulfstream Road is the public right of way on property owned by County and Airport Commission that services the main parking complex for Gulfstream employees at its facility at the Airport (hereinafter, the “Gulfstream Parking Complex”);

WHEREAS, Gulfstream Road is the primary public road that services the Airport terminal complex and various other facilities at the Airport, including a new air cargo facility (hereinafter, the “Air Cargo Facility”) currently being constructed in close proximity to the Gulfstream Parking Complex;

WHEREAS, vehicles driving to the Airport terminal complex, the Air Cargo Facility, and other aeronautical facilities at the Airport, are often delayed by vehicles that are attempting to turn from Gulfstream Road onto the access road to the Gulfstream Parking Complex, and the Parties have determined that the design, construction, and installation of a new signalized intersection at that intersection (hereinafter, the “Signalized Intersection”) on property owned by Airport Commission and County is necessary and essential to the efficient traffic flow and operation of the Airport;

WHEREAS, the Parties have further determined that a majority of the vehicles that would benefit from the Signalized Intersection are vehicles that are being driven to the Airport terminal complex, or to the Air Cargo Facility or other aeronautical facilities at the Airport, and the Parties agree that the primary purpose of the proposed design, construction, and installation of the Signalized Intersection is for improved and efficient access to those aeronautical facilities; and

WHEREAS, the Parties further agree that efficient transportation and access to the Airport’s various aeronautical facilities, as well as to Gulfstream and other industrial and commercial facilities at the Airport, is vital to the development and retention of economic activities in Savannah and Chatham County and is required to support the aeronautical operations of the Airport, and that the Signalized Intersection is necessary and beneficial to Airport Commission, City, County, SEDA and Gulfstream.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein, the Parties do hereby mutually undertake, promise, and agree, as follows:

1. Airport Commission, County and SEDA agree to share in funding the cost of the design, construction, and installation of the Signalized Intersection improvements (hereinafter the “Cost”), as follows: (A) Airport Commission will fund the lesser of \$818,375.00 or 33- $\frac{1}{3}$ % of the Cost, and (B) County and SEDA will share equally in the funding of the remaining Cost. More particularly, SEDA shall timely pay all of the approved invoices for the design, construction, and installation of the Signalized Intersection, and within sixty (60) days of the completed Signalized Intersection being inspected and accepted by City (and approved by Airport Commission and County), County will reimburse SEDA for its designated share of the Cost. Airport Commission will reimburse SEDA for its designated share of the Cost on or before the later of January 31, 2027, or the date that County is required to reimburse SEDA. In no event shall City be asked or required to pay any portion of the Cost. The Parties acknowledge that SEDA is entering into a reimbursement agreement with Gulfstream whereby Gulfstream is required to pay SEDA the full amount of SEDA’s proportionate share of the Cost at such time and in such manner as provided in said reimbursement agreement, the intent being that SEDA shall act as a conduit for the payment of the Cost and shall be made whole by Gulfstream for such payment.

2. The Parties agree that the Signalized Intersection shall be constructed and installed from plans prepared by Kimley Korn, and that a contractor selected by SEDA, and approved by Airport Commission and County, shall be responsible for the construction and installation of the Signalized Intersection, and for maintenance of the Signalized Intersection during a warranty period of no less than 12 months after the Signalized Intersection is inspected and accepted by City.

3. Upon completion of the Signalized Intersection and expiration of the warranty period, City will assume the maintenance and operation of the traffic signal at the Signalized Intersection, and the Signalized Intersection improvements situated in the respective jurisdictions will be responsible for all future maintenance of those improvements (other than the traffic signal).

4. SEDA shall secure all applicable local and state permits related to the construction and installation of the Signalized Intersection, including but not limited to any right of way encroachment permits, and local land disturbing activities permit.

5. SEDA shall submit roadway design plans and specifications to County's and Airport Commission's respective Engineering Departments for review and approval, and City will also be required to approve the design of the Signalized Intersection. The plans and specifications shall be prepared in accordance with GDOT Standard Specifications, latest edition.

6. County and Airport Commission staff shall have access to the Signalized Intersection project at all times during construction and installation activities to ensure compliance with the approved plans and specifications.

7. SEDA shall submit to County's and Airport Commission's respective Engineering Departments inspection reports for subgrade, base, asphalt, and concrete in accordance with GDOT sampling and testing procedures.

8. The Parties contemplate that there may be one or more amendments to this Agreement entered into to include additional Cost to be paid by Airport Commission, County, and SEDA, provided that in no such event shall the Airport Commission be asked or required to fund more than the lesser of \$818,375.00 or 33- $\frac{1}{3}$ % of the amended Cost. In no event shall City be asked or required to pay any portion of the amended Cost. Any amendment to this Agreement will not be binding upon the Parties unless such amendment is in writing and duly executed by each of the Parties.

9. Time is of the essence in complying with the terms, conditions, and obligations of this Agreement. Upon any failure of a Party to perform in compliance with this Agreement, the other Parties will have all rights and remedies afforded to such Parties at law or in equity.

10. This Agreement shall be deemed to be governed by and construed in accordance with the laws of the State of Georgia. Each of the Parties agrees and consents to the exclusive jurisdiction of the courts of the State of Georgia for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively with the federal and state courts situated in Chatham County, Georgia.

11. Nothing herein shall be deemed to constitute a waiver by a Party of sovereign immunity that may be applicable to that Party.

12. Nothing contained herein or in the Parties' course of dealings shall be construed as conferring any third-party beneficiary status on any other person or entity not a Party to this Agreement.

13. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties have set their hands and seals the day and year first above written.

[signature pages follow]

Airport Commission:

SAVANNAH AIRPORT COMMISSION

By: 

Stephen S. Green
Chairman

ATTEST:



Gregory B. Kelly
Secretary

[OFFICIAL SEAL]

[Airport Commission signature page]

[to Intergovernmental Agreement dated as of _____, 2026, by and between Savannah Airport Commission, The Mayor and Aldermen of the City of Savannah, Chatham County Board of Commissioners, and Savannah Economic Development Authority]

City:

THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH

By: _____

Name:

Title:

ATTEST:

Name:

Title:

[City signature page]

[to Intergovernmental Agreement dated as of _____, 2026, by and between Savannah Airport Commission, The Mayor and Aldermen of the City of Savannah, Chatham County Board of Commissioners, and Savannah Economic Development Authority]

County:

**CHATHAM COUNTY BOARD OF
COMMISSIONERS**

By: _____

Name:

Title:

ATTEST:

Name:

Title:

[County signature page]


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SEDA:

**SAVANNAH ECONOMIC DEVELOPMENT
AUTHORITY**

By: 
Trip Tollison
President/CEO

ATTEST:


Name: Katelyn Scatterthwaite
Title: Assistant Secretary



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