



Called Council Meeting
April 24th, 2013 9:00 A.M.

1. Call to Order by Mayor Joe Brannen
2. Invocation and Pledge of Allegiance by Councilman John Riggs
3. Consideration of a Motion to approve the Intergovernmental Agreement between Mayor and Council of the City of Statesboro and the Board of Regents of the University System of Georgia by and on behalf of Georgia Southern University.
4. Other Business from the City Council
5. Consideration of a Motion to Adjourn

INTERGOVERNMENTAL AGREEMENT

STATE OF GEORGIA

COUNTY OF BULLOCH

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT entered into this ____ day of _____, 20__ by and between the MAYOR AND CITY COUNCIL OF STATESBORO, a municipal corporation, its assigns and successors, hereinafter referred to as “City”, and BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA BY AND ON BEHALF OF GEORGIA SOUTHERN UNIVERSITY, its assigns and successors, hereinafter known as “University”,

WHEREAS, Article IX, Section III, Paragraph I of the Constitution of the State of Georgia authorizes governmental units and agencies such as the University and the City to enter into contracts for a period not exceeding fifty (50) years for joint services, for the provision of services, or for the joint or separate use of facilities or equipment which the parties are authorized by law to undertake and provide; and,

WHEREAS, the development of a Shooting and Sports Education Center (hereinafter known as “facility”) on the campus of Georgia Southern University is found to be in the best interest of the public welfare and safety of the citizens of the City of Statesboro due to the facility providing the citizens of Statesboro the opportunity for education and training in the shooting sports; providing the Statesboro Police Department a state of the art center for training sessions; and causing an increase in tourism to the City of Statesboro;

NOW THEREFORE IN CONSIDERATION of the mutual covenants, obligations and promises contained herein, the Parties agree as follows:

I. THE CITY’S OBLIGATIONS

The City agrees to pay to GSU the sum of \$250,000 no later than May 1, 2013 and \$250,000 no later than July 31, 2013 for funding of the facility.

II. THE UNIVERSITY’S OBLIGATIONS

- A. The University agrees to a naming recognition opportunity for the City in the firing range area of the facility. This naming recognition opportunity shall be in accordance with the naming policies and procedures of the University and the Board of Regents of the University System of Georgia.
- B. Subject to the rules and regulations of the facility, the University agrees to provide range and classroom time to the Statesboro Police Department for official training sessions at no charge by appointment.
- C. Subject to the rules and regulations of the facility, the University agrees to provide reduced firing range rates to members of the Statesboro Police Department for individual training and target practice. This reduced rate will not at any time be more than 50% percent of the regular visit rate.
- D. Subject to the rules and regulations of the facility, the University agrees to provide reduced rates or considerations for the City's official functions that may involve use of the Shooting Sports Education Center that may include but are not limited to hosting persons and events consistent with the mission and purpose of the facility and its benefits to the community, region, and state.
- E. Subject to the rules and regulations of the facility, the University agrees to provide access and use of the facility to City residents and City employees at a special rate of \$6 for one visit per month. This rate is subject to change as visit rates may increase in the future. However, this special rate will not at any time be more than 50% percent of the regular visit rate.
- F. Subject to the rules and regulations of the facility, the University agrees to provide access and use of the facility to the general public at the regular visit rate when the building is open except for times for tournaments and competitions.

II. MISCELLANEOUS PROVISIONS

- A. **LIABILITY.** Neither of the Parties to this Intergovernmental Agreement shall be deemed to assume any liability for the negligence of the other Party, its officers or employees, nor for any defective or dangerous condition of the other Party's property.

B. NOTICE: Any notice to the other Party required by this Agreement shall, unless waived in writing by the Party receiving notice, be by certified mail or statutory overnight delivery. Notice to the City of Statesboro shall be served upon the Mayor of the City of Statesboro, with a copy to the City Manager and the City Attorney. Notice to the University shall be served upon the President of the University, with a copy to the Vice President of Business and Finance and the Vice President of Legal Affairs.

C. ENTIRE AGREEMENT: This Agreement contains the entire agreement and understanding between the Parties with regard to the subject matters hereof; and there are no oral understandings, terms or conditions, and none of the Parties have relied upon any representation, express or implied, not contained herein. All prior negotiations and understandings are merged into the Agreement.

D. RELATIONSHIP TO OTHER AGREEMENTS. The entire agreement between the Parties hereto relative to the subject matters hereof is contained in this Agreement. This Intergovernmental Agreement is in addition to, and is not intended to replace or substitute for, any other agreement between the University and the City of Statesboro. Those other agreements continue in effect according to the terms of those agreements.

E. AMENDMENTS. The terms of this Agreement may not be amended or modified except by a subsequent Intergovernmental Agreement approved by each Party.

F. EFFECTIVE DATE AND TERM. This Agreement shall take effect as of the date hereof and shall continue in effect for exactly twenty-five (25) years unless sooner terminated by the mutual consent of the Parties.

G. SEVERABILITY. If any of the terms, covenants, conditions or agreements of this Agreement for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any of the other terms, covenants, conditions, or agreements of this Agreement, and any terms, covenants, conditions, and agreements hereof thereafter shall be construed as if such invalid, illegal, or unenforceable terms, covenants, conditions, and agreements never were contained herein.

H. INTERPRETATION. The Parties have each read and fully understand the terms of this Agreement, and they have had the opportunity to have this Agreement reviewed by legal counsel. The rule of construction providing that ambiguities in an agreement shall be construed against the party drafting same shall not apply.

I. MULTIPLE ORIGINALS. This Agreement is executed in multiple originals; and each Party acknowledges receipt of one such original, agrees that the multiple originals hereof are identical, and further agrees that any such original shall be admissible in any proceeding, legal or otherwise, without the production of any other such original.

J. FORCE MAJEURE. In case, by reason of Force Majeure, any Party hereto shall be rendered unable, wholly or in part, to carry out its obligations under this Agreement, then, if such Party shall give notice and full particulars of such Force Majeure in writing to the other Party within a reasonable time after occurrence of the event or cause relied on, the obligation of the Party giving such notice, so far as it is affected by such Force Majeure shall be suspended during the continuance of the inability then claimed, but for no longer period. For purposes of this Agreement, the term "Force Majeure" means acts of God, including without limitation floods, hurricanes, tornados, washouts, droughts, lightning strikes, or fires, civil disturbances, including without limitation, strikes, sabotage, terrorism, riots, lockouts, or other industrial disturbances, or acts of a public enemy, and governmental actions, including without limitation, orders, moratoria, laws, rules, decrees, prohibitions, or judgments and any other event that is beyond the control of the Parties to this Agreement and which causes the Party to be unable to fulfill its obligations under this Agreement. Any such Party shall endeavor to remove or overcome such inability with all reasonable dispatch. The above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts acceding to the demands of opposing parties, when in the judgment of the Party having the difficulty, such settlement would be unfavorable to the Party.

K. CHOICE OF LAW. This agreement shall be interpreted and governed by the laws of the State of Georgia.

MAYOR AND CITY COUNCIL OF STATESBORO

BY: _____
Joe R. Brannen, Mayor

ATTEST BY: _____
Sue Starling, City Clerk

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

BOARD OF REGENTS OF THE
UNIVERSITY SYSTEM OF GEORGIA
BY AND ON BEHALF OF GEORGIA SOUTHERN
UNIVERSITY

BY: _____
Ronald J. Core, Vice President of
Business and Finance

Signed, sealed and delivered
in the presence of:

Witness

Notary Public