

HABERSHAM COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: IGA with Habersham BOE for the use of the Old Fairview Elementary School

DATE: 05/07/2026

(X) RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL-

() OTHER

CAPITAL-

COMMISSION ACTION REQUESTED ON: May 18, 2026

PURPOSE: To gain approval from the Board of Commissioners to approve the IGA with the Habersham County Board of Education for Habersham County Emergency Services Training Division to use the Old Fairview Elementary School for training purposes.

BACKGROUND / HISTORY:

- a. The Firefighter recruit class as well as other classes have previously been held at Station 11 on Fairview School Rd.
- b. The kitchen served as a classroom with 13 people not including the instructors.
- c. Utilities at the facility are currently maintained by the BOE, including HVAC to prevent mold and internet for security.

FACTS AND ISSUES:

- a. The Training Division will use a classroom and commons area primarily for classes being delivered.
 - b. The facility will also be used for additional classes by HCES, including EMT, Active Shooter, Search and Rescue, etc...
 - c. HCES will be responsible for the day-to-day chores of cleaning.
 - d. The BOE remains responsible for repairs and maintenance of the facility.
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OPTIONS:

- 1) Approve recommendation: Approve IGA with BOE
 - 2) Deny recommendation: Deny approval of IGA with BOE
 - 3) Commission defined alternative: As specified by the BOC
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RECOMMENDED SAMPLE MOTION:

I make a motion to approve the IGA with the Habersham County BOE for Habersham County Emergency Services Training Division to use the old Fairview Elementary School for training and education.

DEPARTMENT:

Prepared by:

Jeffrey D. Adams

Director: __

Jeffrey D. Adams_____

**ADMINISTRATIVE
COMMENTS:**_____

_____ **DATE:** _____

County Manager

**INTERGOVERNMENTAL AGREEMENT BETWEEN HABERSHAM COUNTY AND
THE HABERSHAM COUNTY BOARD OF EDUCATION REGARDING USAGE OF
FACILITIES FOR EMS TRAINING**

This Intergovernmental Agreement (the “Agreement”) is entered into this _____ day of _____, 2026 (the “Effective Date”), by and between **HABERSHAM COUNTY**, by and through its Board of Commissioners, on behalf of Habersham County Fire and Emergency Medical Services (the “County”) and the **HABERSHAM COUNTY BOARD OF EDUCATION** (the “Board of Education”). The County and Board of Education are collectively referred to herein as the “Parties.”

WHEREAS, the Parties to this Agreement are both governmental units existing and operating under the constitution and laws of the State of Georgia; and

WHEREAS, the County and the Board of Education desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of its citizens; and

WHEREAS, the Board of Education owns the now-closed Fairview Elementary School, located at 901 Fairview School Road, which is presently inactive and non-operational (the “School”); and

WHEREAS, the County’s Department of Fire and Emergency Medical Services seeks to access the School’s facilities for the purpose of educational training; and

WHEREAS, the Parties desire to cooperate to their mutual benefit and to the benefit of their citizens by permitting the utilization of the School for educational purposes; and

WHEREAS, the Parties desire to enter into a formal agreement to memorialize their understandings regarding the above-stated matters.

NOW THEREFORE, in consideration of the following mutual obligations and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged; the Parties consent and agree as follows:

ARTICLE 1
OBLIGATIONS OF THE PARTIES

1.

The Board of Education shall permit the County to access the School for Fire and EMS training purposes at no cost to the County. As the School is currently non-operational, the County shall be granted unrestricted access to the premises at all times.

2.

The County expressly agrees to use the School exclusively for educational training purposes and shall not conduct any unrelated activities on the premises.

3.

It is mutually agreed and understood that for the duration of this Agreement, the County shall be responsible for maintaining all utilized areas of the School in a clean and orderly condition.

4.

Unless otherwise agreed in writing, the Board of Education shall remain responsible for major structural components of the building, including foundation, load-bearing walls, and roof, exclusive to damage caused by the County's negligence or willful misconduct.

5.

Any structural alterations shall require the Board of Education's written approval, which shall not be unreasonably withheld.

6.

All correspondence and other notices provided for under this Agreement shall be deemed properly given if delivered personally or sent by first class United States mail, postage prepaid, as follows:

- | | |
|----------------------------------|--|
| a) If to the County: | Habersham County Emergency Services
Attn: Director/Chief
P.O. Box 1555
Clarkesville, GA 30523 |
| b) If to the Board of Education: | Habersham County Schools
Attn: Superintendent
P.O. Box 70
Clarkesville, GA 30523 |

7.

No Party to this Agreement shall hold the other liable for any loss or expense, to include third party complaints or litigation, resulting from the actions or inactions of the other, so long as they are within the bounds of normal operating protocols and procedures.

8.

The Board of Education shall defend, hold harmless and indemnify the County and its officers, agents, employees, volunteers and each of them in all capacities from and against all claims, causes of action, lawsuits, costs, damages, fines, judgments, penalties, losses, liabilities or expenses arising from and services or activities undertaken by the Board of Education pursuant to this Agreement. Likewise, the County shall defend, hold harmless and indemnify the Board of Education and its officers, agents, employees, volunteers and each of them in all capacities from and against all claims, causes of action, lawsuits, costs, damages, fines, judgments, penalties, losses, liabilities or expenses arising from and services or activities undertaken by the County pursuant to this Agreement.

9.

Nothing in this Agreement shall be construed as a waiver of sovereign immunity, official immunity, or any other immunity available to either Party under Georgia law.

ARTICLE 2

TERM AND TERMINATION

1.

The initial term of this Agreement shall be three (3) years, beginning on June 1st, 2026, and ending on May 30th, 2029 (the “Initial Term”). This Agreement may be renewed upon the mutual written consent of both Parties.

2.

Either Party may terminate this Agreement at any time, with or without cause, upon providing at least thirty (30) days’ prior written notice to the other in accordance with Article 1, Section 6 herein above.

ARTICLE 3

MISCELLANEOUS

1.

This Agreement shall be binding upon and insure to the benefits of the Parties hereto and their respective successors and permitted assigns.

2.

This Agreement may not be assigned, in whole or in part, by either party without the prior written consent of the other party.

3.

This Agreement cannot be changed or modified except by agreement in writing executed by all Parties hereto.

4.

Nothing contained in this Agreement shall be so construed as to create a relationship of employer or employee, or principal and agent, partnership, or joint venture as between the Board of Education and the County.

5.

Nothing in this Agreement shall be so construed as to provide either Party with the authority to bind the other to any agreement undertaking, cost, liability, or expense of any nature without the express written consent of the other.

6.

This Agreement is for the benefit of the Parties hereto only and is not intended to benefit any third parties or give rise to any duties or causes of action for any third parties.

7.

This Agreement constitutes all of the understandings and agreements of whatsoever nature or kind existing between the Parties with regards to the matters addressed herein.

8.

This Agreement shall be governed by the laws of the State of Georgia. The proper venue for any actions arising out of this Agreement shall be in the Superior Court of Habersham County.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed, sealed, and delivered as of the date first written above.

HABERSHAM COUNTY, by and through its
Board of Commissioners

HABERSHAM COUNTY BOARD OF
EDUCATION

By: _____
Bruck Harkness, Chairman

By: _____
Joseph Lee Duncan, Chairman

Attested by:

Attested by:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____