

## INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT (“Agreement”), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH**, hereinafter referred to as the “CITY” and the **BOARD OF COMMISSIONERS OF THE COUNTY OF CHATHAM, GEORGIA**, hereinafter referred to as the “COUNTY.” Collectively, CITY and COUNTY are hereinafter referred to as the “Parties.”

### WITNESSETH:

WHEREAS, the purpose of this Agreement is to develop, sustain, and direct a working relationship between CITY and COUNTY regarding aquatic facilities managed and programmed by the Parties; and

WHEREAS, the Parks and Recreation Departments of CITY and COUNTY have cooperated with and assisted each other in the past by allowing joint-use of aquatic and other recreation facilities, and the Parties intend to continue that cooperation and assistance in the future; and

WHEREAS, COUNTY manages and programs the Chatham County Aquatic Center (the “Aquatic Center”) located at 7240 Sallie Mood Drive, Savannah, Georgia; and

WHEREAS, CITY manages and programs several pools within the County and City limits, including the Jenkins Pool located at 1800 DeRenne Avenue, Savannah, Georgia; and

WHEREAS, COUNTY provides shared use of the Aquatic Center to CITY for Therapeutic Recreation programming, pool space for lifeguard testing/training throughout the year as needed, in recruitment and training of lifeguards in the Spring for the season, group swim time allotments for camps during the summer season, and associated uses, and will continue to do so in the future; and

WHEREAS, COUNTY plans to temporarily close the Aquatic Center for renovations and has requested use of the Jenkins Pool during the renovation period, or another City pool as designated ; and

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

1. GRANT OF USE. CITY hereby grants use of the Jenkins pool located at 1800 DeRenne Avenue in Savannah, Georgia (further depicted in the attached Exhibit A) to the COUNTY for purposes of providing aquatic services to its members and program participants.
2. TERM OF USE. The term of this Agreement shall commence on the 2nd day of September 2019 and terminate on the 4<sup>th</sup> day of October, 2019. The hours of operation shall be: 9 a.m. through 7 p.m. on Mondays through Fridays, and 9 a.m. through 3 p.m. on Saturdays.
3. USE OF THE FACILITIES. COUNTY agrees to abide by all rules and regulations which are adopted by the CITY for the use and occupancy of the Jenkins Pool, or designated pool and all applicable rules, laws, ordinances, and regulations adopted or established, from time to time, by federal, state or local government, agency or department thereof. Jenkins Pool will only be used by Chatham County Aquatic Center members and program participants of water aerobics, swim lessons and lap swimming. COUNTY will provide staff to operate Jenkins Pool, or designated. Chatham County will provide City of Savannah Parks and Recreation Department with copies of all lifeguards, swim lesson instructors and water aerobics Instructors' certifications.
4. AS-IS CONDITION. The COUNTY agrees to accept the premises in "As-Is" condition. CITY and COUNTY will perform a joint pre-inspection of Jenkins Pool, or designated to determine condition of the pool at the start of the agreement and post-inspection at the conclusion of the agreement. COUNTY will leave the facility in the condition in which they found it. Any alterations or modifications to the premises proposed by COUNTY

must be reviewed and approved by CITY prior to commencement of construction; said review and approval of any proposed plans shall be at the sole discretion of the CITY.

5. LIENS. The COUNTY shall keep the Premises and every part thereof free and clear of any and all mechanic's materialmen's and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operation of the Chatham County Aquatic Center, any alteration, improvement or repairs or additions which the COUNTY may make or permit or cause to be made, or any work or construction, by, for, or permitted by the COUNTY on or about the premises, or any obligations of any kind incurred by the COUNTY, and at all times promptly and fully to pay and discharge any and all claims on which any such lien may or could be based, and to the extent permissible by state law will indemnify the CITY and all of the premises and all buildings and improvements thereon against all such liens and claims of liens and suits or other proceedings.
  
6. STAFFING AND SECURITY. The COUNTY shall provide program supervision and staff and security at the Premises and pay costs for the same during the Term of Use. The COUNTY shall be responsible for ensuring that the Facilities are secure at the close of each day's activities.
  
7. ROUTINE MAINTENANCE AND MINOR REPAIRS. The COUNTY will be responsible for the routine maintenance and minor repair of the Premises. Routine maintenance and repairs will be those activities which are undertaken to keep the Premises in a condition of repair and safety for reasonable use, normal wear and tear expected. Routine maintenance shall include, but not be limited to, the regular and general cleaning and up keep of the facility in response to normal daily wear and tear and other preventative maintenance matters. Minor repairs shall be defined as all repairs costing less than \$5,000 per occurrence. The CITY shall have the right, but not the obligation, to also maintain and repair the Facilities at its own cost, if it desires a higher standard of care. COUNTY will be responsible for daily testing pool chemical levels and for maintaining water quality within Health Department Guidelines. COUNTY will furnish all required safety equipment to operate the pool to include; first aid kit, AED, backboards, throwable ring

buoy, shepherd's crook and rescue tubes. COUNTY will supply all necessary equipment for swim lessons and water aerobics to include kick boards, fins, water belts, hand buoys, noodles, games and toys. COUNTY will clean restroom and shower areas on a daily basis.

8. MAJOR REPAIRS. Major repairs shall be defined as all repairs to the Facilities which cost more than \$5,000 or may require a building permit to perform. The CITY will be operationally responsible for all major repair work at the Premises; including the building's roof and gutter system; heating, ventilation, and cooling (HVAC) system; windows and doors; building foundation; and the building's exterior finishes. The CITY shall undertake all periodic repairs which are necessary, in its sole discretion, to maintain the Premises in a condition of repair and safety for reasonable use, normal wear and tear expected.
9. UTILITIES. The COUNTY shall pay all utility expenses associated with the Premises.
10. INSURANCE. The CITY shall, at all times during the term of this agreement, keep all improvements which are now or hereinafter a part of the building insured against loss or damage by fire and the extended coverage hazards for 100% of the full replacement value of such improvements or such amount as the CITY deems desirable. As pertaining to the pool and grounds the CITY shall remain a certified self-insured. However, the COUNTY is a self-insured agency and assumes all liability and releases City of Savannah from liability upon execution of this agreement. Additionally, COUNTY hereby expressly releases and discharges CITY from all liabilities other than liability due to the SOLE negligence of CITY; its employees or agents, for loss, injury or damages to persons or property that may be sustained by COUNTY, its members, employees, representatives, or invitees while on the Jenkins pool property, including the parking lot, during the terms of this agreement. COUNTY agrees to indemnify CITY and its officers, representatives, agents and employees against all claims, cost and loss of any kind, including reasonable attorney's fees resulting from COUNTY or COUNTY's members, employees, representatives or invitees use of the Jenkins Pool.

11. INDEMNIFICATION. To the extent permitted by State law, each party hereto agrees to indemnify and hold harmless the other of any claims by third parties for damage or injury to any person or property resulting from the use of the Premises. Neither party waives any defenses available as to any claim including immunities as a governmental entity.
12. TERMINATION. At any time during the term this agreement may be terminated by either party giving to the other party written notice of such intent not less than Thirty (30) days prior to such termination date or by mutual agreement between the parties hereto.
13. AMENDMENTS. This agreement sets forth the entire understanding of the CITY and the COUNTY, and it may not be changed except by a written document signed and executed by both parties, and making express reference to this agreement.
14. 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.
15. SEVERABILITY. The provisions of this agreement are severable. If any judgement 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.
16. 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 in Section 1 during the term of this agreement.
17. 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 addresses and facsimile numbers 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 County:** Lee Smith, County Manager  
Chatham County  
124 Bull Street- Suite 220  
Savannah, GA 30401  
Facsimile: 912-652-7874  
E-Mail: [leesmith@chathamcounty.org](mailto:leesmith@chathamcounty.org)

**With a copy to:** Jonathan Hart, County Attorney  
Chatham County  
124 Bull Street-Suite 230  
Savannah, GA 30401  
Facsimile: 912-652-7887  
E-Mail: [RJHart@chathamcounty.org](mailto:RJHart@chathamcounty.org)

**And:** Linda Kramer  
Assistant County Manager  
Chatham County  
124 Bull Street – Suite 220  
Savannah, GA 30401  
Facsimile: 912-652-7874  
E-Mail: [lbcramer@chathamcounty.org](mailto:lbcramer@chathamcounty.org)

**As to the City:** Patrick Monahan, City Manager

City of Savannah  
P.O. Box 1027  
Savannah, GA 31402

**With a copy to:**

David Keating, Director of Real Estate  
City of Savannah  
P.O. Box 1027  
Savannah, GA 31402  
Telephone: 912-651-6524  
E-Mail: [dkeating@savannahga.gov](mailto:dkeating@savannahga.gov)

**And:**

Bates Lovett, City Attorney  
City of Savannah  
P.O. Box 1027  
Savannah, GA 31402  
E-mail: [blovett@savannahga.gov](mailto:blovett@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

BOARD OF COMMISSIONS OF THE COUNTY  
OF CHATHAM, GEORGIA

BY: \_\_\_\_\_  
COUNTY MANAGER

ATTEST: \_\_\_\_\_  
SECRETARY

Signed, sealed and delivered

In the presence of:

\_\_\_\_\_

\_\_\_\_\_ Notary Public, Chatham County, GA



Exhibit A

Jenkins Pool, 1800 DeRenne Avenue

