

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2018 by and between **THE MAYOR AND ALDERMAN OF THE CITY OF SAVANNAH**, hereinafter referred to as the “CITY” and the **CHATHAM COUNTY BOARD OF COMMISSIONERS**, hereinafter referred to as the “COUNTY.”

WITNESSETH:

WHEREAS, the purpose of this Agreement is to develop, sustain, and direct a working relationship between the CITY and COUNTY to establish a Multi-Agency Resource Center (“MARC”); and

WHEREAS, the intent of the MARC is to provide interventional services to divert at-risk youth from the juvenile justice system into appropriate and meaningful services that will lead to better outcomes for youth, their families, and the community; and

WHEREAS, the MARC program is planned to be housed in a CITY facility and this Agreement specifies the terms and conditions associated with the CITY and COUNTY sharing in the cost of operating and maintaining the facility for this purpose.

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

1. PREMISES. The CITY will grant use of its facility at 2203 Abercorn Street in Savannah, Georgia for purposes of housing the MARC program; said property also identified as PIN 2-0065-31-001 as established by the Chatham County Board of Assessors (the “Premises”).

2. TERM OF USE. The term of this agreement shall be for three (3) years to commence on the ____ day of _____, 2018 and terminate on the ____ day of _____, 2019.
3. USE OF THE FACILITIES. The Premises shall be used by the CITY, COUNTY, and associated partners providing services to at-risk youth as part of the MARC program.
4. 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 MARC, 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.
5. STAFFING AND SECURITY. The COUNTY shall provide program supervision and staff and security at the Premises and pay the 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.
6. 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, janitorial services (cleaning, mopping, and trash pickup), grass and landscape cutting and pruning, restroom supplies and cleaning, pest control, changing filters in the air conditioning system, and other preventative maintenance matters. Minor repairs shall be defined as all repairs

costing less than \$5,000 per occurrence. Minor repairs include, but are not limited to, building finishes, including paint; plumbing, mechanical, and electrical services (including lightbulb replacement, filter replacement, etc.). 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.

7. 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.
8. UTILITIES. The COUNTY shall pay all utility expenses associated with the Premises, including, but not limited to, electric, water, sewer, gas, telecommunications, internet services, cable television, fiber optic connectivity, refuse, and related expenses.
9. INSURANCE. The CITY shall maintain existing insurance of the Premises and keep all improvements which are now or hereinafter a part of the Premises insured against loss or damage by fire and the extended coverage hazards for 100% of the full replacement value of such improvements. The COUNTY shall pay the annual pro-rata insurance premium to the City, for coverage of the Premises.
10. 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.

11. 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 One Hundred Eighty (180) days prior to such termination date or by mutual agreement between the parties hereto.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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

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

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

As to the City: Roberto Hernandez, City Manager
City of Savannah
P.O. Box 1027
Savannah, GA 31402
Facsimile:

E-Mail:

With a copy to:

Brooks Stillwell, Esq.
City of Savannah Attorney's Office
P.O. Box 1027
Savannah, GA 31402
Facsimile:
E-Mail: bstillwell@savannahga.gov

And:

David Keating
Director of Real Estate
City of Savannah
P.O. Box 1027
Savannah, GA 31402
Facsimile: 912-651-4300
E-Mail: dkeating@savannahga.gov

And:

William W. Shearouse, Jr., Esq.
Weiner, Shearouse, Weitz, Greenberg & Shawe, LLP
14 E. State Street
Savannah, GA 31401
Facsimile: 912-235-5464
E-Mail: wshearouse@wswgs.com

[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 ALDERMAN OF
THE CITY OF SAVANNAH

BY: _____
CITY MANAGER

ATTEST: _____
CLERK OF COUNCIL

Signed, sealed and delivered
In the presence of:

Notary Public, Chatham County, GA

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