

**MEMORANDUM OF AGREEMENT  
REGARDING TEMPORARY USE OF CERTAIN  
REAL AND PERSONAL PROPERTY  
FOR THE BENEFIT OF THE SAVANNAH  
AND CHATHAM COUNTY POLICE DEPARTMENTS**

This Agreement, made this 4<sup>th</sup> day of May, 2018, by and between the Chatham County Board of Commissioners (hereinafter the "County") located at 124 Bull Street, Savannah, Georgia and the Mayor and Aldermen of the City of Savannah (hereinafter the "City") located at 2 East Bay Street, Savannah, Georgia provides for the temporary use of certain real and personal property for the benefit of the City and County police departments.

**WHEREAS**, from 2005 until February 1, 2018, pursuant to an *Intergovernmental Agreement Concerning Savannah-Chatham Metropolitan Police Department* (last amended February 26, 2016), the City and County operated a merged law enforcement agency known as the Savannah-Chatham Metropolitan Police Department (hereinafter "SCMPD"); and

**WHEREAS**, in the course and scope of its policing operations, SCMPD utilized certain facilities owned by the City and others owned by the County; and

**WHEREAS**, in the course and scope of its policing operations, SCMPD also utilized certain personal property owned by the City and other such property owned by the County; and

**WHEREAS**, SCMPD was formally dissolved on February 1, 2018 at which time exclusive responsibility for policing services within their respective territorial boundaries reverted back to the City and County; and

**WHEREAS**, while the parties have diligently worked to return, surrender or otherwise distribute property to the party possessing title thereto, continued use of certain real and personal property by the Savannah Police Department (hereinafter "SPD") and Chatham County Police Department (hereinafter "CCPD") is hereby deemed necessary and expedient to ensure continuity of law enforcement services within each jurisdiction pending procurement of suitable replacements; and

**WHEREAS**, while the parties intend to provide for use of the property identified herein, they do not intend for such arrangement to constitute or otherwise effectuate transfer of title to the other party as to any such property; and

**WHEREAS**, the parties acknowledge that it is in the best interests of the citizens of the City of Savannah and Chatham County to formally arrange for the shared or continued use of certain City-owned and County-owned assets as specified herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein made, the sufficiency of which is hereby acknowledged, the City and County do hereby mutually agree as follows:

**Article A. County-Owned Vehicles (Excluding Special Operations Vehicles)**

1. The County shall afford SPD the continued, uninterrupted use of County-owned police vehicles during the transition phase. For the purposes of this paragraph, the transition period has concluded and all equipment and devices installed therein or otherwise affixed thereto have been returned to County.
2. Special operations vehicles are specifically excepted from the scope of this Article.
3. The County will retain responsibility for routine servicing, preventative maintenance and repair of County-owned vehicles in the City's possession. The City will reimburse the County for scheduled preventative maintenance services and parts, *e.g.*, oil changes, tires, batteries, at the same rate County Fleet charges other County departments.
4. The City Attorney will represent SPD, the County (if requested), the City and SPD officers or employees who are sued for incidents arising out of SPD's use of a County-owned vehicle pursuant to Article A. of this Agreement. The City is responsible for the payment of all claims, settlements and judgments covered by this paragraph. Liability for the use of each County-owned vehicle by the City automatically terminates when the City surrenders possession of such vehicle to Chatham County and in no event survives the expiration or effective termination of this Article.
5. The provisions of this Article shall automatically terminate on July 31, 2018 or upon the return of each County-owned vehicle by the City, whichever is earlier. The parties may agree in writing to extend the term set forth herein. Either party may terminate the agreement set forth in this Article by providing no less than 90 days written notice to the other party.

**Article B. County-Owned Special Operations Vehicles and Equipment**

1. The County shall afford SPD the continued, uninterrupted use of the following County-owned special operations vehicles and all related equipment:
  - V#916, SWAT Equipment Truck (2000 F-450 Utility Work Body);
  - V#3808, ARV Armored HMMWV Platform AM General;
  - T5 Bomb Containment Vessel;
  - T623561 John Deere Gator and gear-transport trailer; and
  - V #922, Bomb large response vehicle (2004 Chevrolet C55).
2. In exchange for the use of County-owned special operations vehicles and associated equipment identified either expressly or by implication in this Article, the City's EOD and SWAT Units will be made available to CCPD on an as-needed basis.
3. The City will keep the County-owned special operations vehicles in its possession clean and in good condition, subject to ordinary wear and tear.

4. All personal property situated within the premises that is owned by the City shall remain City-owned property and shall not be removed by CCPD. Any personal property within the premise that is owned by the County shall remain County-owned property and shall be removed upon the expiration or effective termination of this Article.

#### Article F. Consideration

The parties specifically acknowledge that the reciprocal privileges evidenced in this Agreement constitute adequate and reasonable consideration.

#### Article G. Subrogation

The parties waive any rights to subrogation against the other for matters encompassed within the scope of this Agreement.

#### Article H. No Requirement to Defend or Waiver of Immunity

By entering into this Agreement, the City and County do not waive any defense as to sovereign immunity and any waiver of sovereign immunity is only to the extent allowed by general law. Nothing contained herein shall require the City or County to defend any claim, or to pay any judgment against any employee without the express approval of the City Council or County Commission, or to defend any claim or pay any judgment for actions: (i) taken in violation of any law or any policy of the City, County or their respective police departments; (ii) for violations of a claimant's civil rights under the Constitution of Georgia or the United States; or (iii) for actions taken outside the scope of an employee's employment. Nothing contained herein is intended to waive any sovereign or other immunity that may apply with respect to any claim.

#### Article I. Miscellaneous Provisions

1. Amendments. This Agreement may be amended by the mutual agreement of the parties hereto. Such amendment shall be in writing and shall be attached to and incorporated into this Agreement.
2. Counterparts. This Agreement may be signed in counterparts, each one of which shall be an original and all of which when taken together will constitute one agreement between the parties.
3. Validity and Enforceability. If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of the Agreement shall not be affected thereby, unless the provision held invalid is a material element of this Agreement.
4. Waivers. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, and any such rights may be

THE MAYOR AND ALDERMEN  
OF THE CITY OF SAVANNAH

BY: \_\_\_\_\_  
Rob Hernandez, City Manager

ATTEST: \_\_\_\_\_  
Clerk of Council

CHATHAM COUNTY BOARD  
OF COMMISSIONERS

BY: Albert J. Scott  
Albert J. Scott, Chairman



ATTEST: Janice E. Brooks  
Clerk of Commission

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