

INTERGOVERNMENTAL AGREEMENT
REGARDING SHOOTING RANGE
AT 1010 CARL GRIFFIN DRIVE

This Intergovernmental Agreement is made this _____ day of _____, 2018, by and between the Sheriff of Chatham County, John T. Wilcher (hereinafter the “Sheriff”), the Mayor and Aldermen of the City of Savannah (hereinafter the “City”) and the Chatham County Board of Commissioners (hereinafter the “County”) collectively referred to hereafter herein as “parties”.

WHEREAS, as the parties are permitted under the Constitution of the State of Georgia of 1983, Article 9, Section 3, Paragraph 1 to enter into intergovernmental agreements so long as it does not exceed 50 years; and

WHEREAS, the Sheriff, County and City wish to memorialize an agreement for the mutual beneficial continued use of the Sheriff’s shooting range; and

WHEREAS, the parties desire to ensure in the furtherance of regional public safety interest and the cooperation of each entity with the other pursuant to this agreement; and

WHEREAS, over time, certain improvements have been erected by the County on the site upon land which is owned by the City as recorded in Book 35, page 141; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and consideration acknowledged as being received among each of the parties. The parties to hereby agree more particularly as follows:

1. The recitals above are incorporated within the terms and are part of this agreement.
2. This intergovernmental agreement shall be for a period of 50 years unless terminated by mutual agreement among the parties.
3. The Sheriff currently operates and maintains the shooting range on property now owned by the City and shall continue to have the right to operate and maintain said shooting range upon the property of the city without further consideration outside the terms of this agreement.
4. The Sheriff and County shall continue to allow the shooting range to be used by the City for law enforcement training purposes.
5. The City agrees to pay the Sheriff and Chatham County the sum of \$53,390.00 not later than September 1, 2018 which shall be deemed the City’s pro-rata contribution to the remediation of lead from the site and other improvements. The City upon payment of the

foregoing amount shall be deemed as having made full and complete compensation for any cost and expenses associated with the Savannah Police Department's (SPD) use of the shooting range for training and shall resolve all claims for payments associated with SPD's use of the shooting range through December 31, 2018. The City agrees in consideration of the right continued use of the shooting range to pay to the Sheriff and County for distribution to the Sheriff an annual fee of \$10.00 per SPD personnel or other city official using the range.

6. The payment of the annual fee of \$10.00 per user shall allow the use by said user of the shooting range for the entire calendar year. The Sheriff and City should track and remit payment to the Sheriff the annual fee for all users of the facility in January of each calendar year and such additional personnel of the City made from time to time add users during the course of the calendar year for use of the shooting range. Should at any time there be a dispute between the Sheriff and City as to the number of city users the parties agree that the City will pay all fees due for users which are not in dispute and the parties agree to use binding mediation should they fail to mutually agree as to the disputed users.

7. The Sheriff shall continue to be responsible for the maintenance, operation, use and scheduling of the shooting range so as to accommodate City and other law enforcement users of said range. The Sheriff shall be responsible for setting the rules and regulations for use of the shooting range so as to minimize property damage, bodily injury, and such other safety precautions as he deems appropriate.

8. Neither the Sheriff nor the County will disallow SPD law enforcement officers use of the shooting range when such officer is using such range as part of the requirements for service of SPD or under any other state or federal law enforcement requirements. The Sheriff, County and City will cooperate with the City's use of the shooting range provided however, that the Sheriff will attempt to accommodate the City's request except to the extent that scheduling such use will not interfere adversely with the operation of the shooting range by the Sheriff, his deputies and other reasonably use by other law enforcement agencies. The Sheriff reserves the right to close the shooting range during the dependency during a local state or federal emergency.

9. The Sheriff and County will allow SPD to utilize the onsite incinerator on an as needed basis to dispose of confiscated narcotics and prescription medication at a fuel cost rate of \$200 per burn. SPD will comply with the Sheriff's operation terms for use of the incinerator and all applicable local state and federal law governing use.

10. Should at any time during the term of this agreement the expense of operation and maintenance of the shooting range exceed fees collected, then the Sheriff may increase the annual fee for use of the range and adjust the fuel fee in a manner to cover the reasonable cost of operation and maintenance of the range. The adjusted fee shall be the same for all users.

IN WITNESS WHEREOF, the parties hereto have made and executed this Intergovernmental Agreement Regarding Shooting Range at 1010 Carl Griffin Drive on the day, month, and year first written above.

SHERIFF OF CHATHAM COUNTY

John T. Wilcher

Witness:_____

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, Chairman

Attest:_____

Clerk of Commission