

**City of Savannah / Warehouse Rentals**

**Fire and Rescue Service for Warehouse Rentals, 680 Bourne Avenue, Savannah, Georgia**

This agreement is made and entered into as of \_\_\_\_\_, 2019, by and between the Mayor and Aldermen of the City of Savannah (hereinafter "City") and Warehouse Rentals (hereinafter "Corporation"), to provide fire and rescue service to Corporation's property situated at 680 Bourne Avenue, Savannah, Georgia, Property ID #1-0916-01-001.

Whereas, the Corporation owns Commercial Warehousing facilities located in the unincorporated area of Chatham County and outside the Industrial Areas described in the Georgia Constitution; and,

Whereas, the City has the staffing, equipment and training to provide advanced fire and rescue services to Corporation's facility; and,

Whereas, the City has the authority to enter into this Agreement pursuant to paragraph 12 of Appendix I of the Charter of the City of Savannah (1929 Ga. Laws, page 1281, § 3); and,

Whereas, the Corporation wishes to receive fire and rescue services from the City of Savannah;

Now, therefore, the City and the Corporation enter into this agreement as set forth below:

**Section 1. Agreement of Corporation.** The Corporation shall:

- A. Request tenant occupancies leasing warehouse facilities to coordinate with Savannah Fire Rescue to conduct annual pre-fire planning.
- B. Pay the City for fire and rescue service pursuant to Section 4 of this agreement.

**Section 2. Agreement of City.** The City agrees to provide its advanced fire and rescue services to the Corporation. These services include but are not limited to: Pre-fire planning, Inspections, Fire suppression, and Technical Rescue Services. When the City's Fire Department responds to incidents on Corporation's property, Savannah Fire Rescue will assume control over fire and rescue operations consistent with the National Incident Management System. The City also agrees to undertake joint training and incident planning with the Corporation.

**Section 3. Hold harmless agreement.** The parties to this agreement specifically agree that nothing herein shall be construed to designate or appoint the City of Savannah as agent for the Corporation, nor shall anything contained in this agreement be construed to designate or appoint the Corporation as agent for the City of Savannah in the performance of any of the services described in this agreement. Corporation agrees to defend, indemnify and hold harmless the City from any claim arising from the provision of services under this agreement.

**Section 4. Remittance of funds to City.** Corporation will pay to City annually an amount equal to 5 mills. Such payment shall be due on January 1<sup>st</sup> of each year.

**Section 5. Term.** The term of this agreement is 120 months beginning January 1, 2019 and ending December 31, 2029, and thereafter shall be renewed annually unless terminated upon sixty (60) days prior written notice by either party.

**Section 6. Notice.** Any notice to be made or given hereunder shall be sent to for the City:

Roberto Hernandez  
City Manager  
P.O. Box 1027  
Savannah, GA 31402

with a copy to:

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

and to for Corporation:

[Corporate Designee]

In witness whereof, the undersigned have executed this agreement on the day and year written above

**THE MAYOR AND ALDERMEN  
OF THE CITY OF SAVANNAH**

By: \_\_\_\_\_  
Roberto Hernandez  
City Manager

ATTEST:

\_\_\_\_\_  
Clerk of Council

**WAREHOUSE RENTALS**

By: [Signature]  
Its: Manager

**WITNESS:**

[Signature]

**NOTARY PUBLIC**

[Signature]

