

STATE OF GEORGIA)

COUNTY OF CHATHAM)

AGREEMENT

THIS AGREEMENT, made and entered into as of this _____ day of _____, 2025, by and between Chatham County, a political subdivision of the State of Georgia, hereinafter referred to as **COUNTY** and the **City of Savannah**, a municipal corporation organized and existing under the terms of the State of Georgia, hereafter referred to as the **CITY**:

WITNESSETH

WHEREAS, the Chatham County Board of Commissioners has determined a need for a County Wide Canal Maintenance Program to assist the CITY with the maintenance of the major canals within their CITY limits; and

WHEREAS, the County Wide Canal Maintenance Program will consist of machine cleaning to remove silt, vegetation, spraying with herbicide to reduce aquatic growth and mowing canal maintenance roads; and

WHEREAS, the Chatham County Board of Commissioners has expressed a willingness to continue the County Wide Canal Maintenance Program to assist the CITY; and

WHEREAS, the Chatham County Board of Commissioners has expressed a willingness to participate in a three part maintenance program with the CITY as funds are available and subject to those certain conditions set forth in the agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements, and the benefits to the parties, the CITY and the COUNTY agree as follows:

1. The COUNTY shall maintain an inventory of canals to include name, designation code and mileage. The COUNTY shall execute and provide any revisions that the COUNTY deems necessary to reflect changes in the maintenance of the canal.
2. Changes or amendments to the canal inventory must be approved in writing by both parties.

Canal Cleaning

1. The COUNTY agrees to clean or remove the debris and vegetation from the designated canals once a year. The COUNTY will provide all labor, materials and equipment to perform the removal of silt, debris and vegetation

regardless of character of materials or obstructions encountered in the channel of the canal.

2. The COUNTY will secure a utility locate number in accordance to the Georgia Dig Law, if necessary, prior to cleaning a canal' s channel where an utility may be in conflict. The COUNTY shall be responsible for all cost involved in the repairing of underground or overhead utilities broke, ruptured, or rendered inoperable by the canal cleaning operation. The CITY shall inform the COUNTY of any designated canal listed in its jurisdiction that may have utilities within the rights of way of the canal.
3. The CITY will provide a clear access to and passage on the canal' s maintenance road, which may include the installation or removal of gates, the locking and unlocking of gates, removal of vehicles or other obstacles and the installation or repairing of piped crossings. The CITY shall provide the labor, material and equipment to repair wash outs on the designated canal' s slopes and maintenance road.
4. Material removed from the channel of canal is considered to be the property of the CITY. The CITY will obtain and provide a site for disposal of materials removed from the designated canal. The disposal site shall be within the guidelines of the Georgia Environmental Protection Division. The CITY shall be responsible for all cost to the disposal of materials.

II. Herbicide

1. The COUNTY will apply an environmentally acceptable herbicide chemical to the aquatic channel of each designated canal. The COUNTY will provide all labor, materials and equipment to apply the herbicide to the designated canals.
2. The COUNTY will ensure that the application and handling of any herbicide will be performed under the supervision of staff with a current Georgia Department of Agriculture Pesticide Application License, categories 26 (Aquatic Pest Control) and 27 (Right of Way Pest Control).
3. The CITY will provide a clear access to and passage on the canal' s maintenance road, which shall include the installation or removal of gates, the locking or unlocking of gates, the removal of vehicles or other obstacles and the installation or repairing of piped crossings.

III. Mowing

1. The COUNTY agrees to mow each designated canal' s side slopes, access road and right-of-ways a minimum of three times per year during the growing season. The COUNTY will provide all labor, material and equipment to cut vegetation on the side slopes, access roads, and right-of-ways.
2. The CITY will provide the COUNTY, sixty (60) days after this agreement commence, a markup of each canal showing the location of any unmovable obstacles such as raised manholes and utilities that may be damaged by or cause damage to the mowing equipment. The CITY will provide a clear access to and passage on the canal' s maintenance road, which shall include the installation or removal of gates, the locking or unlocking of gates, the removal of vehicles or other obstacles and the installation or repairing of piped crossings.

IV. Term

The term of this agreement is five (5) years with an annual automatic renewal. This agreement may be terminated within sixty (60) days by either party provided written notice is given. The COUNTY does not expressly or impliedly assume any other additional responsibilities or liabilities arising out of its operation in regard to canal cleaning or the application of herbicide. The laws of the State of Georgia shall govern this Agreement.

V. NO COMPENSATIONN TO COUNTY

COUNTY service rendered pursuant to the Couunty Wide Canal Maintenance program shall be without charge to the CITY.

VI. Responsibility for Expenses and Compensation of Employees

The COUNTY shall compensate its employees during the time of rendering service pursuant to the County Wide Canal Maintenance program. Such compensation shall include any workman' s compensation benefits paid or due for personal injury or death while such employees are engaged in rendering such service.

- VII. Any injury, disability, or death incurred by any COUNTY employee while rendering service pursuant to the COUNTY Wide Canal Maintenance program shall be deemed to have arisen out of, and to have been sustained in the course of, employment with the COUNTY. If any COUNTY employee, or anyone on his/her behalf, files a claim for worker' s compensation benefits against the CITY for any injury claimed to have been sustained while furnishing service pursuant to the County Wide Canal Maintenance

Program, the COUNTY shall indemnify, defend, and hold harmless the CITY with respect to such claim at no cost to the CITY.

IN WITNESS WHEREOF, said parties have hereunder set their hands and affixed their seal, the day and year written above.

City of Savannah

**BOARD OF COMMISSIONERS
CHATHAM County, Georgia**

BY: _____
Joeseeph A. Melder City Manager

BY: _____
Chester A. Ellis Chairman

ATTEST: _____
Clerk of Council

ATTEST: _____
**Janice Bocook,
Clerk of Commission**

Chatham County Maintained Canals and
the S&O Canal

