

STATE OF GEORGIA        )  
  )  
COUNTY OF CHATHAM    )

AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2025, (the “Effective Date”) by and between **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH**, hereinafter referred to as "City," and **THE BOARD OF PUBLIC EDUCATION FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM**, hereinafter referred to as "Board." City and Board are referenced collectively herein as the “Parties.”

**WITNESSETH:**

**WHEREAS**, the City and the Board are mutually interested in an adequate program of community recreation and education for leisure for the benefit of the public; and

**WHEREAS**, the City and the Board are authorized to cooperate with each other in sponsoring and promoting community recreation programs and services for the benefit of the public; and

**WHEREAS**, the purpose of this agreement is to develop a working relationship between the City and the Board for the stewardship, maintenance and public utilization of Board-owned swimming pools on Board property.

**NOW, THEREFORE**, in consideration of the premises the City and the Board agree as follows:

1. POOL LOCATION: Swimming pool at the Hershel V. Jenkins High School located at 1800 E. Derenne Avenue, Savannah, Georgia.
2. TERM: The Term of this Agreement shall be from the Effective Date of this Agreement for a term of thirty (30) days, and will automatically renew for an additional period of thirty (30)

days unless terminated by either party by providing notice of such termination at least ten (10) days prior to the expiration of the then current thirty (30) day period. Notwithstanding the foregoing, the term will expire and not be renewed beyond three (3) years of the Effective Date.

3. USE OF POOL: The City shall use the pool for educational and recreational uses only and the City has no right to sublet, assign or transfer its rights to the operation of the pool to any other person or entity for any reason whatsoever.

4. LIENS: The City shall keep all of the property and premises in every part thereof and all buildings and other improvements at any time located thereon free and clear of any and all mechanics, 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 construction or operation of the City, any alteration, improvement or repairs or additions which the City may make or permit or cause to be made, or any work or construction, by, for, or permitted by the City on or about the premises, or any obligations of any kind incurred by the City, 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 indemnify the Board 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. OPERATIONAL STAFFING DURING POOL USE: During any hours of pool operation occurring during the term of this Agreement, the City will ensure that any use of the pool is supervised and staffed at the expense of the City.

6. MAJOR MAINTENANCE: The Board will be responsible for conducting any major maintenance on the pool during the term of this Agreement. If major maintenance is required, the use of the pool will be suspended until the work is completed by the Board.

7. ROUTINE MAINTENANCE: The Board shall be responsible for conducting all routine maintenance on the pools, including, but not limited to: i) obtaining and complying with Department of Public Health pool related permits and 2) cleaning and maintaining filters, chemical delivery equipment, pumps, motors, vacuum cleaners, and safety equipment. It shall be the City's responsibility to maintain proper water balance (pH, chlorine residual, etc.) and apply requisite chemicals (chlorine, acid, stabilizer, etc.). The City shall also be responsible for janitorial and clean-up tasks of the pool premises during the term of the Agreement. The Board has the right to inspect the pool and accompanying facilities at any time.

8. HEALTH, SAFETY & SECURITY: The City shall operate the pool in compliance with all applicable federal, state, and municipal health and safety laws and regulations. The City is also responsible for providing adequate security to the pool site and the immediate surrounding area on the Jenkins campus during times the pool is operated by the City.

9. UTILITIES: The Board will cover the cost of utilities for the pool during the term of the Agreement.

10. TAXES: Any tax obligation relating to pool use will be worked out equitably and in good faith between the City and Board.

11. INSURANCE: The Board will include the pools as assets in its insurance coverage portfolio at the Board's expense. The Board will be responsible for the cost of hazard and fire insurance for the Board's pools. This will include ensuring that insurance coverage levels reflect the value of the Board pools as maintained and/or improved by the City. Sufficient insurance coverage related to use and liability shall be maintained by the City. The City shall name the Board and the Savannah-Chatham County Public School System as named insureds in those insurance policies. The City may elect to self-fund its liabilities in lieu of procuring third party insurance coverage.

12. INDEMNIFICATION: The Board and the Savannah-Chatham County Public School System shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by the City or by any person whomsoever may at any time be using or occupying the pool or be in, on, or about the same outside of periods of Board use, whether such loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of the City or of any occupant, visitor, or user of any portion of the premises, or shall result or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth, and the City shall indemnify the Board against all claims, liability, loss or damage whatsoever on account of any such loss, injury, death, or damage.

13. IMPROVEMENTS, ADDITIONS AND POOL SERVICE EQUIPMENT: All permanent improvements, additions, and pool service equipment that may be made, erected, installed, or affixed on the Board's property during the term of this Agreement shall be the sole and absolute

property of the Board, unless there is a separate written agreement providing otherwise for a particular improvement, addition, or provision of pool service equipment.

- a. All permanent improvements, additions, and pool service equipment that may be made, erected, installed, or affixed on the Board's property must be approved in writing through the District's Chief Operations Officer.
- b. Board approval for a permanent improvement, addition, or installation of pool service equipment may be made contingent on an agreement by the City to remove and restore the site to its prior existing condition in the future. The City will have no obligation to restore Board property to pre-improvement or addition condition without a separate and particular written agreement stating otherwise.
- c. Any arrangement whereby any portion of the costs of major repairs to pools and adjoining pool facilities are to be borne by the Board during the term of this Agreement must be agreed to in writing by both Parties in a separate agreement.

14. TERMINATION:

- a. Either party may terminate this Agreement at will, upon giving to the other party written notice of such intent not less than 10 days prior to such termination date.
- b. This agreement shall terminate between the parties hereto upon the happening of either of the following events which first occurs:
  - i. The expiration of the term of this agreement as specified in Section 4;
  - ii. By mutual agreement between the parties hereto; or
  - iv. By unilateral termination with or without cause after the expiration of 10 days of the issuance of written intent to terminate as described in Section 15(a) above.

15. AMENDMENTS: This agreement sets forth the entire understanding of the City and Board, and it may not be changed except by a written document signed and executed by both the City and the Board, and making express reference to this agreement.

16. LAW GOVERNING DISPUTES: The parties agree that the law of the State of Georgia will govern all disputes under this Agreement, and determine all rights hereunder.

17. SEVERABILITY: The provisions of this agreement are severable. If any judgment 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.

18. 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 Agreement, and said covenants shall be covenants running with the real property specified in Section One (1) during the term of this agreement.

**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 ALDERMEN OF THE CITY OF SAVANNAH

BY:

City Manager

(SEAL)

THE BOARD OF PUBLIC EDUCATION FOR THE CITY OF SAVANNAH AND THE  
COUNTY OF CHATHAM

ATTEST:

Secretary

(SEAL)