

# **FACILITY USE AGREEMENT FOR SWIMMING POOL FACILITIES**

**BETWEEN**

**THE BOARD OF PUBLIC EDUCATION FOR THE CITY OF SAVANNAH**

**AND THE COUNTY OF CHATHAM**

**AND**

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

THIS FACILITY USE AGREEMENT (the "Agreement") is made and entered into as of July 7, 2026 (the "Effective Date"), by and between THE BOARD OF PUBLIC EDUCATION FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM, acting through the Savannah-Chatham County Public School System (the "District"), and THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH (the "User" or the "City"). The District and the User may each be referred to as a "Party" and collectively as the "Parties."

## **RECITALS**

A. The District owns certain swimming pool facilities located on District property.

B. The User desires temporary, nonexclusive use of the swimming pool facilities for City-sponsored recreational, instructional, and community aquatic activities.

C. The District will retain ownership, possession, control, and maintenance authority over the swimming pool facilities, and the User will be responsible for its programs, personnel, participants, patrons, and activities during approved periods of use.

D. The facility-use fee for the term of this Agreement is One Dollar (\$1.00), together with the mutual promises and public benefits described herein.

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00), the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

## **1. GRANT AND NATURE OF USE**

**1.1** The District grants the User a temporary, revocable, nonexclusive license to use the swimming pool facilities listed below, together with the immediately associated pool decks, restrooms, and access areas designated by the District (collectively, the "Facilities"), only during approved dates and hours.

**1.2** This Agreement is a facility-use license only. It does not create a leasehold interest, transfer possession or control of District property, delegate ownership or general operation of the Facilities, or create any property right in favor of the User.

**1.3** The District retains possession and control of the Facilities at all times and may enter, inspect, maintain, repair, restrict, suspend, or close any Facility whenever the District determines it is necessary for school purposes, safety, maintenance, inspections, regulatory compliance, weather, emergencies, or protection of District property.

**1.4** District and school activities shall have priority over User activities. Use of any school building, classroom, office, athletic area, or other District property not expressly identified in this Agreement requires separate written approval.

## **2. FACILITIES**

| <b>Facility</b>                             | <b>Address</b>                              |
|---------------------------------------------|---------------------------------------------|
| Bishop Gilbert Haven Elementary School Pool | 5111 Dillon Avenue, Savannah, Georgia 31405 |

Otis J. Brock Elementary School Pool

1804 Stratford Street, Savannah, Georgia 31415

### **3. TERM; SCHEDULING; TERMINATION**

**3.1** The term begins on the Effective Date and continues through Saturday, August 1, 2026, unless earlier terminated under this Agreement. Any renewal must be in writing and signed by authorized representatives of both Parties.

**3.2** The District may immediately suspend use of one or more Facilities when continued use may threaten health, safety, property, school operations, insurance coverage, or legal compliance. The District may terminate immediately for a material safety violation, unauthorized use, failure to maintain required coverage, or other material breach.

**3.3** Upon expiration or termination, the User shall cease use, remove its property, return all keys or access devices, and leave the Facilities clean and orderly, ordinary wear and tear excepted.

### **4. FACILITY-USE FEE**

**4.1** The User shall pay the District a total facility-use fee of One Dollar (\$1.00) for the term of this Agreement. The fee is due upon execution and is nonrefundable.

**4.2** Except as expressly stated in this Agreement, each Party shall bear its own costs.

### **5. PERMITTED USE**

**5.1** The User may use the Facilities only to conduct and supervise City-sponsored public swimming, swimming instruction, water-safety programming, aquatic recreation, community events, and other lawful recreational or educational activities approved by the District.

**5.2** The User may not assign, transfer, sublicense, or sublet its rights. The User may engage qualified contractors to support its activities, but remains fully responsible for their conduct, compliance, and liabilities.

**5.3** Admission charges, program fees, concessions, vendors, and special events are permitted only if included in the approved schedule or separately approved in writing and conducted in compliance with applicable law.

**5.4** The User shall not hold itself out as the owner, lessee, manager, or general operator of the Facilities. Public communications shall describe the City as a facility user conducting City-sponsored programming on District property.

### **6. USER RESPONSIBILITIES DURING APPROVED USE**

**6.1** The User is solely responsible, at its expense, for the conduct and supervision of its programs and activities during approved periods of use.

**6.2** The User shall provide sufficient properly trained and certified lifeguards, instructors, attendants, supervisors, security personnel, and other staff required by law, regulation, recognized aquatic safety standards, and the approved activity plan.

**6.3** The User shall maintain current credentials for lifeguarding, CPR/AED, first aid, and other required certifications and shall provide copies to the District upon request.

**6.4** The User shall control admission, enforce capacity limits and rules, supervise participants and patrons, prevent unauthorized access, provide crowd control, respond to emergencies, document incidents, and discontinue activities whenever conditions are unsafe.

**6.5** Before each period of use, the User shall confirm that the District has authorized the applicable Facility to be open. The User shall perform reasonable visual safety checks of areas used by its participants and immediately report hazards, abnormal conditions, equipment failures, injuries, complaints, or regulatory concerns. The User shall not continue activities when it knows or reasonably should know that conditions are unsafe.

**6.6** The User shall keep areas used by it clean and orderly during use, remove trash and User-provided materials at the end of each day, and pay for extraordinary cleaning caused by its employees, contractors, participants, patrons, guests, or invitees.

**6.7** The User shall provide non-fixed supplies and equipment required for its programs, including program materials, communication devices, first-aid supplies, and supplemental rescue equipment, unless otherwise agreed in writing.

## **7. DISTRICT MAINTENANCE AND FACILITY RESPONSIBILITIES**

**7.1** The District retains responsibility for routine and major maintenance of the physical Facilities and District-owned fixed systems and equipment, including pool shells, decks, fencing, gates, pumps, motors, filters, piping, drains, electrical systems, chemical-feed systems, permanently installed safety equipment, and associated building systems.

**7.2** The District shall determine the nature, timing, scope, and method of maintenance and repairs. The District may close a Facility whenever maintenance, inspection, repair, or unsafe conditions require closure. The District does not guarantee uninterrupted availability and shall not be liable to the User for program interruption, lost revenue, or consequential loss arising from closure.

**7.3** The District shall maintain fixed water-treatment and chemical-feed systems and shall perform or arrange routine water-quality maintenance and testing within the District's responsibility. The User shall not adjust, repair, bypass, or interfere with those systems.

**7.4** The District shall obtain and maintain permits and inspections assigned by law to the property owner. The User shall obtain licenses, certifications, approvals, and permits associated with its personnel, programs, concessions, or special events and shall cooperate with inspectors.

**7.5** The User shall not alter, repair, attach to, or modify any fixed equipment, building system, lock, gate, alarm, or improvement without prior written authorization, except immediate action reasonably necessary to protect life.

## **8. UTILITIES AND ACCESS**

**8.1** The District shall pay ordinary utility costs associated with the Facilities. The User shall use utilities responsibly and shall not connect unapproved equipment or cause unreasonable or extraordinary consumption.

**8.2** The District may issue keys, badges, codes, or other access devices to designated User personnel. The User shall safeguard them, shall not duplicate or transfer them, and shall immediately report loss or compromise. Access is limited to approved persons, dates, hours, and areas.

## **9. LEGAL, SAFETY, AND SITE COMPLIANCE**

**9.1** The User shall conduct its activities in compliance with all applicable federal, state, and local laws, regulations, ordinances, accessibility requirements, occupancy limits, health requirements, and safety standards.

**9.2** The User shall comply with District site rules and policies provided to the User, including restrictions concerning weapons, alcohol, illegal drugs, tobacco, vaping, discrimination, harassment, and unsafe conduct.

**9.3** Before use begins, the Parties shall identify emergency contacts, access routes, evacuation procedures, severe-weather procedures, and communication protocols. The User shall maintain an emergency action plan for its activities and train its personnel accordingly.

**9.4** The User shall immediately notify emergency services and the District of any serious injury, drowning or near-drowning, rescue, evacuation, criminal activity, significant property damage, regulatory visit, or other material incident. A written incident report shall be provided within twenty-four (24) hours or as soon thereafter as reasonably practicable.

## **10. RESPONSIBILITY FOR USER ACTIVITIES; LIABILITY**

**10.1** The User accepts responsibility for the conduct of its employees, officials, contractors, agents, volunteers, participants, patrons, guests, invitees, and vendors while using the Facilities.

**10.2** As between the Parties, the User shall be responsible for claims, injuries, deaths, losses, damages, costs, and expenses arising from or relating to the User's use of the Facilities, its programs or activities, or the acts or omissions of persons participating in or attending User-sponsored activities, except to the extent caused by the negligence or willful misconduct of the District as finally determined by a court of competent jurisdiction.

**10.3** To the extent permitted by Georgia law, the User shall indemnify and hold harmless the District, SCCPSS, and their Board members, officers, employees, agents, and representatives from claims arising from the User's use of the Facilities or the acts or omissions of the User and persons under its direction or control.

**10.4** Nothing in this Agreement shall be construed as a waiver of governmental or sovereign immunity, official immunity, any defense, limitation of liability, or statutory protection available to either Party. The responsibilities stated in this Section apply only to the fullest extent permitted by law.

## **11. INSURANCE AND RISK FINANCING**

**11.1** Before the first use and throughout the term, the User shall provide evidence of liability insurance or an authorized self-insurance or risk-management program covering its activities at the Facilities, including bodily injury, death, property damage, aquatic activities, employees, volunteers, contractors, participants, and patrons.

**11.2** If third-party insurance is used, the User shall provide certificates of insurance before use and upon renewal. To the extent available and permitted by law, the District and SCCPSS shall be named as additional insureds for claims arising from the User's activities, and such coverage shall be primary and noncontributory to District coverage.

**11.3** The User shall provide coverage limits and other evidence reasonably requested by District Risk Management and shall promptly notify the District of cancellation, material reduction, or lapse. Failure to maintain required coverage is grounds for immediate suspension or termination.

**11.4** The District shall maintain property coverage for its buildings and fixed assets in accordance with its normal practices. District coverage does not insure the User's property, employees, contractors, programs, participants, patrons, or revenue.

## **12. CONDITION OF PREMISES; DAMAGE**

**12.1** Before initial use, the Parties may jointly inspect the Facilities. Commencement of use constitutes the User's acceptance of the areas used in their then-current condition, subject to any written exceptions provided to the District and without relieving the District of responsibilities expressly assigned to it under this Agreement.

**12.2** The User shall immediately report unsafe conditions and shall not use any area closed or restricted by the District.

**12.3** The User shall reimburse the District for the reasonable cost to repair damage caused by the User or its employees, contractors, agents, volunteers, participants, patrons, guests, invitees, or vendors, excluding ordinary wear and tear and damage caused solely by a latent defect or District maintenance activity.

**12.4** No permanent improvement, installation, sign, fixture, equipment attachment, or alteration may be made without prior written approval. Unless otherwise agreed in writing, approved permanent improvements become District property upon installation without compensation to the User.

## **13. SECURITY AND SCHOOL OPERATIONS**

**13.1** The User shall provide security appropriate to the nature, hours, attendance, and risks of its activities. The District may require additional reasonable security measures to protect students, staff, property, and the public.

**13.2** The User shall deter participants and patrons from entering school buildings or restricted areas and shall coordinate traffic, parking, and emergency access so school operations and emergency routes are not obstructed.

**13.3** When school is in session or students are present, the User shall comply with additional access, screening, separation, background-check, and security requirements established by the District.

## **14. RECORDS AND DISTRICT INSPECTION**

**14.1** The User shall maintain records relating to its use, including approved schedules, staffing rosters, personnel certifications, attendance or capacity records, safety checks, incident reports, and emergency documentation required by law or reasonably requested by the District.

**14.2** The District shall retain maintenance, repair, inspection, and facility-system records within its responsibility.

**14.3** The District may inspect the Facilities during use and may review records relating to the User's activities at reasonable times. The User shall promptly correct deficiencies within its control.

## 15. NOTICES AND CONTACTS

**15.1** Formal notices shall be in writing and delivered personally, by nationally recognized overnight delivery service, or by certified mail, return receipt requested, to the addresses below, or to a replacement address provided by written notice.

| If to the District / SCCPSS                                                                                                                                                                                                                          | If to the City of Savannah                                                                                                                                                                                                                                                                                                                                                              |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Chief Operations Officer<br>Savannah-Chatham County Public School System<br>208 Bull Street<br>Savannah, Georgia 31401<br>Email: _____<br>The Mayor and Aldermen of the City of Savannah<br>P.O. Box 1027<br>Savannah, Georgia 31402<br>Email: _____ | Joseph A. Melder, City Manager<br>P.O. Box 1027<br>Savannah, Georgia 31402<br>e-mail: <a href="mailto:Jay.Melder@savannahga.gov">Jay.Melder@savannahga.gov</a><br><br>With Copy to:<br><br>Bates, Lovett, City Attorney<br>City of Savannah Attorney's Office<br>P.O. Box 1027<br>Savannah, Georgia 31402<br>e-mail: <a href="mailto:BLovett@savannahga.gov">BLovett@savannahga.gov</a> |

## 16. RELATIONSHIP OF THE PARTIES

**16.1** The Parties are independent governmental entities. Nothing in this Agreement creates a partnership, joint venture, agency, employment relationship, or authority for one Party to bind the other.

**16.2** The User's personnel, contractors, and volunteers are not employees or agents of the District. The User is solely responsible for their compensation, supervision, training, taxes, benefits, workers' compensation, and conduct.

## 17. MISCELLANEOUS

**17.1** This Agreement constitutes the entire agreement concerning the Facilities and supersedes prior oral or written understandings on the same subject.

**17.2** Any amendment, waiver, or modification must be in writing and signed by authorized representatives of both Parties.

**17.3** If any provision is held invalid or unenforceable, the remaining provisions shall remain in effect to the fullest extent permitted by law.

**17.4** This Agreement shall be governed by Georgia law. Venue for any action shall lie in a court of competent jurisdiction in Chatham County, Georgia.

**17.5** This Agreement may be executed in counterparts and by electronic signature, each deemed an original.

**17.6** Obligations concerning liability, insurance, property damage, records, and payment survive expiration or termination to the extent necessary to give them effect.

IN WITNESS WHEREOF, the Parties have caused this Facility Use Agreement to be executed by their duly authorized representatives as of the Effective Date.

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

By:   
Name: Jay Melder  
Title: City Manager  
Date: July 9, 2026 | 4:36 PM EDT

**ATTEST:**

By:   
Name/Title: Mark Massey Clerk of Council



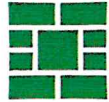
**THE BOARD OF PUBLIC EDUCATION FOR  
THE CITY OF SAVANNAH AND THE COUNTY OF  
CHATHAM**

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: 07/10/2026

**ATTEST:**

By: \_\_\_\_\_  
Secretary





July 8, 2026

**Savannah-Chatham County Public School System**  
208 Bull Street  
Savannah, GA 31401

**Re: Self-Insurance Declaration (Use of Pools)**

To Whom It May Concern:

The City of Savannah is self-insured with respect to losses, costs, injuries, claims, damages, or expenses arising from its use or occupancy of the swimming pools located at **5111 Dillon Avenue** and **1804 Stratford Street**, Savannah, Georgia.

With respect to employee work-related injuries, the City of Savannah is a certified self-insured employer through the Georgia State Board of Workers' Compensation.

As a municipal government, the City of Savannah does not purchase commercial Automobile or General Liability insurance. Instead, the City is self-insured and afforded the protections and limitations of liability provided under the laws of the State of Georgia. Claims asserted against the City are administered by the City's Risk Management Department. As a public entity, the City cannot agree to indemnify or hold harmless third parties. Legal representation for the City is provided under the direction of Bates Lovett, City Attorney.

Should you require any additional information or documentation, please do not hesitate to contact me.

Sincerely,

Bryan M. Hollis  
Risk Management Officer  
City of Savannah  
Office: 912-651-6404  
[bhollis@savannahga.gov](mailto:bhollis@savannahga.gov)

# Facility Use Agreement for Swimming Pool Facilities

Final Audit Report

2026-07-10

|                 |                                                        |
|-----------------|--------------------------------------------------------|
| Created:        | 2026-07-10                                             |
| By:             | Michelle Finch-Wirth (Michelle.Finch-Wirth@sccpss.com) |
| Status:         | Signed                                                 |
| Transaction ID: | CBJCHBCAABAAUEvKAuskRQcmKHMVpg8R8C_VTOET9WqW           |

## "Facility Use Agreement for Swimming Pool Facilities" History

-  Document created by Michelle Finch-Wirth (Michelle.Finch-Wirth@sccpss.com)  
2026-07-10 - 6:45:14 PM GMT
-  Document emailed to Denise Watts (denise.watts@sccpss.com) for signature  
2026-07-10 - 6:47:38 PM GMT
-  Email viewed by Denise Watts (denise.watts@sccpss.com)  
2026-07-10 - 8:19:30 PM GMT
-  Document e-signed by Denise Watts (denise.watts@sccpss.com)  
Signature Date: 2026-07-10 - 8:21:08 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE\_IMAGE
-  Agreement completed.  
2026-07-10 - 8:21:08 PM GMT