

INTERGOVERNMENTAL AGREEMENT FOR THE LEASE OF REAL PROPERTY

STATE OF GEORGIA
COUNTY OF CHEROKEE

“Downtown Canton Fire Station”

This INTERGOVERNMENTAL LEASE AGREEMENT (hereinafter “Agreement”) is entered into this ____ day of _____, 2017 by and between CHEROKEE COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its governing authority, the Cherokee County Board of Commissioners (hereinafter “County”), and the CITY OF CANTON, GEORGIA, a municipal corporation, acting by and through its governing authority, the Mayor and City of Canton City Council (hereinafter “City”), with both said entities existing under the laws of the State of Georgia (with each entity collectively being referred as “the Parties”).

WHEREAS, City is the owner of certain real property located at 190 W Main Street, Canton, Georgia 30114 consisting of approximately 0.331 acres, with said property being further identified in the records of the Cherokee County, Georgia Tax Assessor’s Office as Parcel 91N15-077; and

WHEREAS, the property includes a building previously used as a fire station by the City, and the County desired to lease the two bays in the fire station and the driveway space in front of the bays (hereinafter “Premises”);

WHEREAS, on or about September 20, 2016, County and City entered into a Fire & Emergency Services Consolidation Agreement (hereinafter “FEMSCA”) to allow the County to provide fire and emergency services to the City; and

WHEREAS, pursuant to Section (3), Subsection (j) of the FEMSCA, City agreed to lease the fire station building to County in order for County to utilize the Premises in order to continue to provide fire and emergency services, but the County does not desire to lease the entire fire station building; and

WHEREAS, Article IX, Section III, Paragraph I of the Constitution of the State of Georgia provides, in pertinent part, that any county, municipality, or other political subdivision of the State of Georgia may contract for any period not exceeding fifty (50) years with each other

or with any public agency, public corporation, or public County for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, for such activities, services, or facilities which the county, municipality, or public County is authorized by law to undertake or provide; and

WHEREAS, this Agreement shall be considered an intergovernmental agreement in accordance with the terms Article IX, Section III, Paragraph I of the Constitution of the State of Georgia and shall identify the responsibilities of the Parties hereto; and

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants, promises, agreements, representations and warranties contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby covenant, promise, agree, represent and warrant as follows:

1. Lease of Premises / Lease Rate. For and in consideration of the sum of one dollar (\$1.00) per year, County shall lease from the City the Premises located at 190 W Main Street, Canton, Georgia 30114 consisting of the two bays in the fire station and the driveway area in front of the bays. Such rent shall be due and payable to the City within five (5) business days of each anniversary of the effective date of this Agreement.
2. Term and Supporting Documentation. This Agreement shall have an effective date of February 1, 2017 and the initial term of said Agreement shall run for a period of two (2) years, with an expiration date of January 31, 2019. So long as the Agreement is not terminated as provided for herein, the Agreement shall be automatically renew without notification for one successive two (2) year terms. The Parties hereby stipulate that this Agreement is being executed in accordance with the terms of the aforementioned Fire & Emergency Services Consolidation Agreement (hereinafter "FEMSCA") which was entered into by the City and the County on or about September 20, 2016. A copy of the aforementioned FEMSCA has been attached hereto as Exhibit A for review and reference purposes.

3. Use of Premises / Improvements. During the term of this Agreement, County shall use the Premises for providing fire and emergency services, including but not limited to fire suppression, rescue, hazardous material response, fire prevention, investigations, emergency medical services (life support), as well as administrative services necessary to support said programs and services. County shall have the right to store any materials and equipment County deems necessary to perform the aforementioned fire and emergency services. In addition, County shall have the right to install a modular unit in/on the Premises to house employees and needed supplies. It is anticipated that said modular unit will be constructed inside the firetrucks bays. Upon installation, the County shall be responsible for the maintenance and upkeep of said modular unit and shall retain ownership of said modular unit upon the termination of this Agreement. Should County elect to make any additional permanent improvements to the Premises, County will submit all improvement plans to the City and written approval from the City shall be required prior to any permanent improvements being constructed. Furthermore, the City/County may elect to jointly make certain permanent improvements to the Premises during the Term of this Agreement. If/When such improvements are jointly undertaken by the City/County, the terms of said improvements will be controlled and itemized in a separate written agreement that shall require the signatures of authorized officials for the Parties.

4. Termination; Restoration of Premises. This Agreement may be terminated by County or City for convenience at any time upon sixty (60) days written notice to the other Party. In addition, should the FEMSCA be terminated or expire in accordance the terms provided for in said FEMSCA, this Agreement shall automatically terminate on the same date the FEMSCA terminates or expires with no additional notice required from either Party. Upon termination of this Agreement, County shall remove the modular unit in the bays, and otherwise restore the Premises to the condition it was in prior to County entering the Premises.

5. Maintenance, Repair, and Security. City shall, at its own expense and at all times, maintain the existing fire station building in good and safe condition, including the roof, exterior walls, electrical wiring, plumbing, lighting, and any other system or equipment. County shall, at its own expense and at all times, maintain the Premises, which shall be the interior of the fire station bays and any other area being occupied by the County. County shall be responsible for janitorial services and/or general cleaning services for the area of the Premises being occupied by the County.
6. Expenses and Utilities. The City will maintain and be responsible for all existing utilities currently installed/connected to the fire station building. The County will maintain and be responsible for all utilities that are installed/connected to the modular unit that will be erected on the Premises. Electricity service and water service will be metered separately so that City and County will each be billed for said services independently. County will also have separate telephone/internet services installed for the modular unit and agrees to be responsible for the billing related to each said service. County anticipates using a pump/mobile septic service and agrees to be responsible for the billing for said service. Should the pump/mobile septic service not be sufficient, County will notify the City and a signed addendum will be completed to memorialize any necessary modifications to this Agreement regarding utility services.
7. Entry and Inspection. County shall permit City or City's agents to enter upon the Premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same.
8. Destruction of or Damage to Premises. If there should be a destruction of or damage to the Premises by fire or otherwise to the extent that the Premises is no longer usable as determined by the Parties, then this Agreement shall cease and come to an end without further obligation or duty of either Party to the other, provided that this Section shall not operate to terminate or waive the indemnification provisions provided for in this Agreement.

9. Insurance. City shall provide for fire, hazard, and general liability insurance for the fire station building, including the Premises and list the County as an additional insured on any and all policies acquired pursuant to this Agreement. The general liability coverage shall be at commercially reasonable rates to cover the Premises and a copy of said policy(s) shall be provided to the County on an annual basis. County shall be responsible for insuring the modular unit and all equipment used by County in the Premises.
11. Amendments. This Agreement may be amended at any time by the written, signed consent of all the Parties.
12. Assignment. The Parties shall not assign any obligation it incurs in the Agreement without the written consent of the other Party.
13. Severability. Should any part of this Agreement be invalidated or otherwise rendered null and void, the remainder of this Agreement shall remain in full force and effect.
14. Execution Powers. The undersigned officials are authorized to execute this Agreement on behalf of the Parties, and hereby confirm that such execution has been authorized by resolution or motion of the governing body of the respective Party.
15. Entire Agreement. The parties acknowledge that this Agreement, in pari materia with the FEMSCA, sets forth the entire agreement and understanding between the County and City. The Parties affirm that the only consideration for their agreement to execute, and their execution of the Agreement, are the terms as stated herein, and that there are no other promises or agreement of any kind which have caused them to execute this Agreement. This Agreement and the covenants and conditions contained herein shall be binding upon and in use to the benefit of each of the Parties hereto and their respective successors, assigns and successors in title. The Parties further acknowledge that they fully understand the meaning and intent of this Agreement, including but not limited to

its binding effect. The Parties acknowledge that they have had the benefit of consulting an attorney before executing this Agreement.

16. Descriptive Headings. The titles, captions and paragraph headings are inserted for convenience only and are in no way intended to interpret, define, or limit the scope or content of this Agreement or any provision hereof.
17. Time is of the Essence. Time is of the essence with regard to performance of any services under this Agreement, unless the Parties agree otherwise in writing.
18. Eminent Domain. If the Premises or any part thereof or any estate therein, or any other part of the building materially affecting County's use of the Premises, shall be taken by eminent domain, this Agreement shall terminate on the date when title vests pursuant to such taking. The lease amount shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to County. County shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but County may file a claim for any taking of fixtures and improvements owned by County, and for moving expenses.
19. Waiver. One party's waiver of the other party's breach of any provision, term, or condition contained in this Agreement, shall not be deemed to be a waiver of such provision, term, or condition or any subsequent breach of the same or any other provision contained in this Agreement unless it is in writing. No waiver or waivers shall serve to establish a course of performance between the Parties contradictory to the terms of this agreement.
20. Force Majeure. Neither Party shall be liable for any loss or damage suffered by the other Party, directly or indirectly, as a result of the first Party's failure to perform, or delay in performing, any of its obligations contained in this Agreement (except any obligations to make payments hereunder), where such failure or delay is caused by circumstances

beyond the first Party's control or which makes performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, judicial action, power failure, acts of God or other natural circumstances.

21. Choice of Law/Venue. This Agreement shall be governed by the laws of the State of Georgia. The Parties agree that jurisdiction and venue for any dispute arising under this Agreement shall be in any state or federal court of competent jurisdiction located in Cherokee County, Georgia.
22. Exhibits. All exhibits attached to this Agreement are incorporated by reference into and made a part of this Agreement.
23. Rights Cumulative. All rights, powers, and privileges conferred hereunder upon Parties hereto shall be cumulative and not restrictive of those given by law. Nothing contained herein shall impair the right of City or County to exercises it governmental and legislative functions.
24. Notice. All notices, request, demands, and other communications provided for in this Agreement shall be in writing and shall be sent either by first class United States certified mail, return receipt requested, delivered by overnight carrier, or personally delivered to the applicable party at the following addresses:

For County:

Cherokee County, Georgia
ATTN: County Manager
1030 Bluffs Parkway
Canton, Georgia 30114

For City:

City of Canton, Georgia
ATTN: City Manager
151 Elizabeth Street
Canton, Georgia 30114

IN WITNESS WHEREOF, the Parties have caused their duly authorized officers to hereunto set their hands and affix their respective seals as of the day and year first above written.

APPROVED by the Cherokee County Board of Commissioners
this ____ day of _____, 2017.

Signed On Behalf of Cherokee County, Georgia:

By: _____
L.B. "Buzz" Ahrens, Chairman Date _____

Attest: _____
Christy Black, County Clerk Date _____

APPROVED by the City Council of Canton
this ____ day of _____, 2017.

Signed On Behalf of City of Canton, Georgia:

By: _____
Gene Hobgood, Mayor Date _____

Attest: _____
Susan Stanton, City Clerk Date _____

