

INTERGOVERNMENTAL AGREEMENT
TO ALLOW USE OF CITY OF LAWRENCEVILLE, GEORGIA PREMISES FOR
POLICE AND FIREFIGHTING EXERCISES

This INTERGOVERNMENTAL AGREEMENT made and entered into this ____ day of _____, 2026, by and between Gwinnett County, Georgia (Party of the First Part, hereinafter called the "County"), and, the City of Lawrenceville, Georgia (Party of the Second Part, hereinafter called "the City").

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. TERM:

This Intergovernmental Agreement will begin upon execution and renew automatically at the end of each calendar year, unless either party provides written notice of cancellation to the party.

2. TERMINATION FOR CONVENIENCE:

The County or the City may terminate this Intergovernmental Agreement for its convenience at any time upon 10 days written notice to the other party sent by regular mail to the principal administrative office of the other party.

3. PREMISES:

The City Manager and the County Finance Director may mutually agree on a location or premises (hereinafter "Premises") owned by the City that can be used for police and/or firefighting exercises in accordance with the terms of this Intergovernmental Agreement. Any such premises shall be identified in writing and approved in writing by the City Manager and County Finance Director. The mutual identification of the Premises shall be deemed to be a part of this Intergovernmental Agreement as if set out fully herein. The parties shall submit the Premises identification document in writing sent by letter or email to the Clerks of each party within 2 business days of the identification of a Premises for use under this Agreement. The Clerks shall maintain a copy of the Premises identification document. The Premises identification document will either include a street address or a Gwinnett County Tax Parcel Number.

3.1 Sovereign Immunity & No City Indemnity:

Nothing in this Agreement shall be construed as a waiver of the City of Lawrenceville's sovereign immunity, official immunity, or other defenses available under Georgia law.

Any waiver of immunity shall occur only as authorized by Georgia law. The City shall not indemnify, defend, or hold harmless the County.

3.2 Third-Party Claims Clarification:

The County's waiver of claims shall not affect the rights of third parties and does not waive City's sovereign immunity.

4. PERFORMANCE:

In consideration of being allowed admittance to the Premises and being allowed to use the Premises for activities including but not limited to: training of police officers ,training of police canines, SWAT team training, training of firefighters, rescue training, and firefighting tasks and procedures generally(such activities being designated as "exercises"), the County on behalf of itself, its affiliates, directors, officers, employees, agents, representatives and contractors agrees and does hereby waive and relinquish any and all right to claim damages for injury or death or property damage sustained in connection therewith due to any cause whatsoever against the City or any of its affiliates or subsidiaries and their respective directors, officers, employees, agents and representatives. County will be solely responsible for its equipment and personnel and acknowledges that entering the Premises and the use of the same could create exposure to inherently dangerous conditions and the County accepts full responsibility for any injury or damage that might be sustained by such County employees or personnel. The City will accept responsibility for any City equipment or personnel assigned or used at the Premises while the County is conducting its exercises pursuant to this Agreement. The foregoing terms are to apply regardless of any actual or alleged negligence on the part of parties or their directors, officers, employees, agents or representatives. County will utilize all reasonable efforts to provide for the safety of any third party that might be injured or damaged due to the County's activities at the Premises. Prior to County's entry and use of the Premises County shall provide 2 business days' notice to the City Manager of the City in writing by letter or email sent to the City Manager's office and the County Financial Services Department. Such notice is acknowledged as sufficient notice of the County's entry on Premises by the City.

5. WAIVER:

A waiver by either party of any breach of any provision, term, covenant, or condition of this Intergovernmental Agreement shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

6. SEVERABILITY:

The parties agree that each of the provisions included in this Intergovernmental Agreement is separate, distinct and severable from the other and remaining provisions of this Intergovernmental Agreement, and that the invalidity of any provision shall not affect the validity of any other provision or provisions of this Intergovernmental Agreement.

7. GOVERNING LAW:

The parties agree that this Intergovernmental Agreement shall be governed and construed in accordance with the laws of the State of Georgia. This Agreement has been signed in Gwinnett County, Georgia.

8. MERGER CLAUSE:

The parties agree that the terms of this Intergovernmental Agreement include the entire agreement between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Intergovernmental Agreement.

9. NO AUTHORSHIP DISADVANTAGE:

The parties recognize that the County has authored this Intergovernmental Agreement and if a term is deemed ambiguous no interpretation against the author of the term is mandated.

10. COUNTY INSURANCE REQUIREMENTS:

The County shall maintain General Liability, Auto Liability, Umbrella, and Workers Compensation insurance in accordance with the requirements of Georgia law. The County shall name the City as Additional Insured. Certificates with endorsements must be provided before use of any Premises.

11. COUNTY INDEMNITY (FAULT-BASED):

The County shall indemnify City only to the extent of County negligence. No duty to defend is created.

12. NON-WAIVER BY CITY INSURANCE:

City's procurement of insurance shall not be construed as a waiver of sovereign immunity.

(Signatures on Following Page)

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this Agreement to be signed, sealed and delivered.

CITY OF LAWRENCEVILLE, GEORGIA

By: _____
David R. Still, Mayor

Attest: _____
Karen Pierce, City Clerk

(City Seal)

GWINNETT COUNTY, GEORGIA

By: _____
Russel Royal
Financial Services Director

Attest: _____
County Attorney Staff

(City Seal)