

Walton County, Georgia

Agreement Regarding Building

This agreement is made and entered into between the **City of Loganville, Georgia**, a municipal corporation, [hereinafter “City”] and the **Walton County Board of Health** [hereinafter “Board of Health”].

Whereas, the City owns certain real property, comprising a building formerly used as City Hall and a lot upon which it is situated, located at 4385 Pecan Street, Loganville, Georgia, described generally as 2.20 acres and improvements thereon designated as Parcel Number LG05101 in Walton County tax records [hereinafter “the property”]; and

Whereas, it is beneficial for the citizens of the City of Loganville to have public health services and related activities available within the City;

In consideration of the covenants and agreements hereafter provided, the City and the Board of Health agree as follows:

- 1. Use of building and property.** The Board of Health shall have the exclusive use of the property, except as specifically otherwise provided hereinbelow, for the provision of public health services and related activities.
- 2. Term.** The term shall be for a period of five years, commencing on March 1, 2023 and ending on February 29, 2028. This agreement will continue on an annual basis thereafter. Either party has a right to terminate this agreement with 180 day notice.

- 3. No Payment of Monetary Rent.** The Board of Health shall not pay any monetary rent to the City.
- 4. Payment of Utility Costs.** Upon execution of this agreement, the Board of Health shall transfer all utility services to its responsibility.
- 5. Atrium.** The City shall be authorized to provide public access to the atrium area and the restrooms therein during hours when the Board of Health is not conducting public health activities in the building. The City shall be responsible for maintenance of the atrium and restrooms when used in accordance with this paragraph.
- 6. Repairs & Maintenance.** The Board of Health shall provide regular janitorial services for the entire building. The City shall provide janitorial service of the atrium and atrium restrooms after any events at which the City provides public access to the atrium area. The City shall provide, within its discretion, repair and maintenance of the building and grounds.
- 7. Indemnification.** The Board of Health shall indemnify and hold harmless the City from all liability and claims arising from the Board of Health's occupation and use of the building by its employees, agents, patients, visitors, licensees, and invitees.
- 8. Insurance.** The Board of Health shall provide premises liability insurance and business interruption insurance. The City shall be responsible for comprehensive and casualty insurance for the building.

In witness whereof, the parties have hereunto set their hands and seals, this _____ day of _____ 2023.

The City of Loganville, Georgia

Walton County Board of Health

By: _____
Mayor

Attest: _____
Clerk

By: _____
District Health Director,
for the Walton County
Board of Health

Attest: _____
Clerk