

CITY OF SAVANNAH        )  
  )  
COUNTY OF CHATHAM     )

**EMERGENCY SHELTER FACILITIES LICENSE AGREEMENT**

**THIS LICENSE AGREEMENT** (“Agreement”) is made and entered into this 22 day of March, 2021, by and between **THE CORPORATION OF MERCER UNIVERSITY**, hereinafter “**LICENSOR**” and **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH**; hereinafter referred to as “**LICENSEE**”. For purposes of this Agreement, LICENSOR and LICENSEE are collectively referred to as the “Parties” and individually as a “Party”.

**WHEREAS**, the City of Savannah may experience a hurricane or similar tropical system requiring mandatory evacuation of all or portions of residents, businesses and visitors (a “Disaster Event”);

**WHEREAS**, LICENSOR is aware that, in the event of a Disaster Event, sheltering of City emergency services personnel in strategic locations which are safe is key to proper life safety responses just before the Disaster Event occurs and in the immediate aftermath of the Disaster Event;

**WHEREAS**, the City has identified Critical Workforce from the following Departments: Fire, Police and Water Resources, that are likely to remain in the City during a mandatory evacuation;

**WHEREAS**, the City has requested shelter space for three hundred (300) of these Critical Workforce to shelter at Mercer University – Macon Campus, prior to, during and in the immediate aftermath of a Disaster Event, in those areas depicted on the photo attached as Exhibit A to this license agreement and described as: intramural gymnasium in the University Center (the “Premises”);

**WHEREAS**, LICENSEE wishes to enter upon, occupy and use the Premises for shelter and staging during the period of twenty-four hours prior to the Disaster Event and up to five (5) days after the Disaster Event should conditions warrant (the “License Term”);

**WHEREAS**, LICENSOR wishes to accommodate LICENSEE’s entry upon, occupancy and use of the Premises for such purposes;

**NOW, THEREFORE**, for and in consideration of the sum of TEN & NO/100 DOLLARS (\$10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged. LICENSOR and LICENSEE acknowledge and agree as follows:

1. LICENSOR grants unto LICENSEE a temporary, nonexclusive license to enter upon, occupy and use the Premises for purposes of sheltering the Critical Workforce and storing LICENSEE’s equipment and supplies during the License Term subject to the terms of this Agreement.
2. The License herein granted is for the sole purpose of permitting LICENSEE to use the Premises upon the occurrence of a Disaster Event during the License Term.
3. The License granted in this License Agreement shall commence upon the occurrence of a Disaster Event and continue around the clock in order to provide shelter for and a logistical staging area accommodating up to 300 City employees designated as Critical Workforce during the License Term. Subject to the terms of this Agreement, LICENSEE acknowledges and agrees

that it will be in control of the Premises during the License Term and that the Premises will be accepted by LICENSEE "as-is" with no representations made by LICENSOR on the condition or safety of the Premises.

4. If the nature of a Disaster Event allows for advance notification, LICENSEE shall notify LICENSOR by contacting LICENSOR's Facility Coordinator at (478) 951-7139 at least one day prior to the date that LICENSEE will begin entering upon and occupying the Premises. During the use of the Premises as a shelter, LICENSOR may contact the LICENSEE's Emergency Management Director at (912) 652-3812 or Facilities Unit Leader, who will be appointed for the event as a public interface.
5. LICENSOR agrees that upon the occurrence of a Disaster Event during the License Term, LICENSEE will have use of that portion of the Premises being used for the sheltering activities as well as reasonable ingress and egress on the remainder of LICENSOR'S premises. If LICENSOR determines in its sole discretion that any portion of the shelter identified in Exhibit A must be relocated to a different location on the Campus, LICENSOR shall, at its sole discretion, make such determination, subject to review and comment by LICENSEE.
6. LICENSEE shall undertake all activities contemplated in this License Agreement in a manner so as not to damage or unreasonably interfere with the operation of LICENSOR's facilities. The LICENSEE will be responsible for reimbursing the LICENSOR for any damages that occurred and any cleaning of the facility that is needed before returning to the LICENSOR. In addition, LICENSEE acknowledges and agrees to ensure that its Critical Workforce, agents, representatives and employees shall comply with all applicable local, state and federal laws, rules and regulations, as well as all policies of Mercer University including Title IX and those policies related to student and employee conduct while using the facilities contemplated by this Agreement.
7. LICENSEE shall be responsible for providing food, water and other support services for Critical Workforce sheltered on the Premises prior to, during and after the Disaster Event.
8. To the extent permitted by law, any actions, causes of action, suits, liabilities, claims, demands, damages, costs or losses relating to damage or injury to person or property of LICENSEE, LICENSOR or any third-party arising from LICENSEE'S use of the Premises will be borne, indemnified, reimbursed and defended by LICENSEE, which self-funds for liabilities, and LICENSEE shall release and hold LICENSOR harmless from same, excluding intentional acts by LICENSOR, its employees, agents, or officers.
9. LICENSEE hereby represents and warrants to LICENSOR that:
  - a. LICENSEE has obtained necessary approvals to enter into this License Agreement, upon the terms and conditions stated herein, from any and all governmental authorities with jurisdiction over LICENSEE, and
  - b. The License Agreement is binding and fully enforceable against LICENSEE in accordance with its terms.
10. This License Agreement constitutes the full and complete agreement between the parties with respect to all matters contained herein; and evidence of any prior or contemporaneous oral agreement or understanding shall be inadmissible to alter the terms of this grant. This license agreement may not be modified, rescinded, terminated, or amended, in whole or in part, except by the written consent of the parties.

11. This license shall be construed and enforced according to the laws of the State of Georgia.
12. The term of this Agreement shall begin on the date it is executed by both parties and shall end November 30, 2025.
13. Each Party hereto shall be responsible for their own personnel and equipment. Both Parties agree and acknowledge that neither is an employee of the other, and the relationship created hereby is that of licensor and licensee only and neither LICENSEE nor any of its agents, representatives or employees shall be considered agents, representatives or employees of LICENSOR.

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the date first written above.

**“LICENSOR”  
THE CORPORATION OF MERCER  
UNIVERSITY**

Signed, sealed and delivered before me

On this 22 day of March, 2020

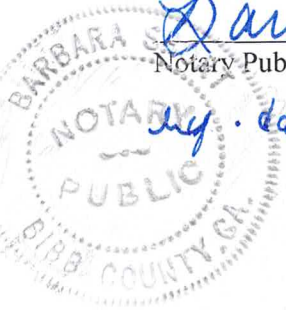
By: *James S. Netherton*  
Name: James S. Netherton, Ph.D.

Title: Executive Vice President for  
Administration and Finance

In the presence of:

*Nancy Gay*  
Witness

*Barbara Sheet*  
Notary Public *Bibb County GA*  
*my date 7-16-2024*

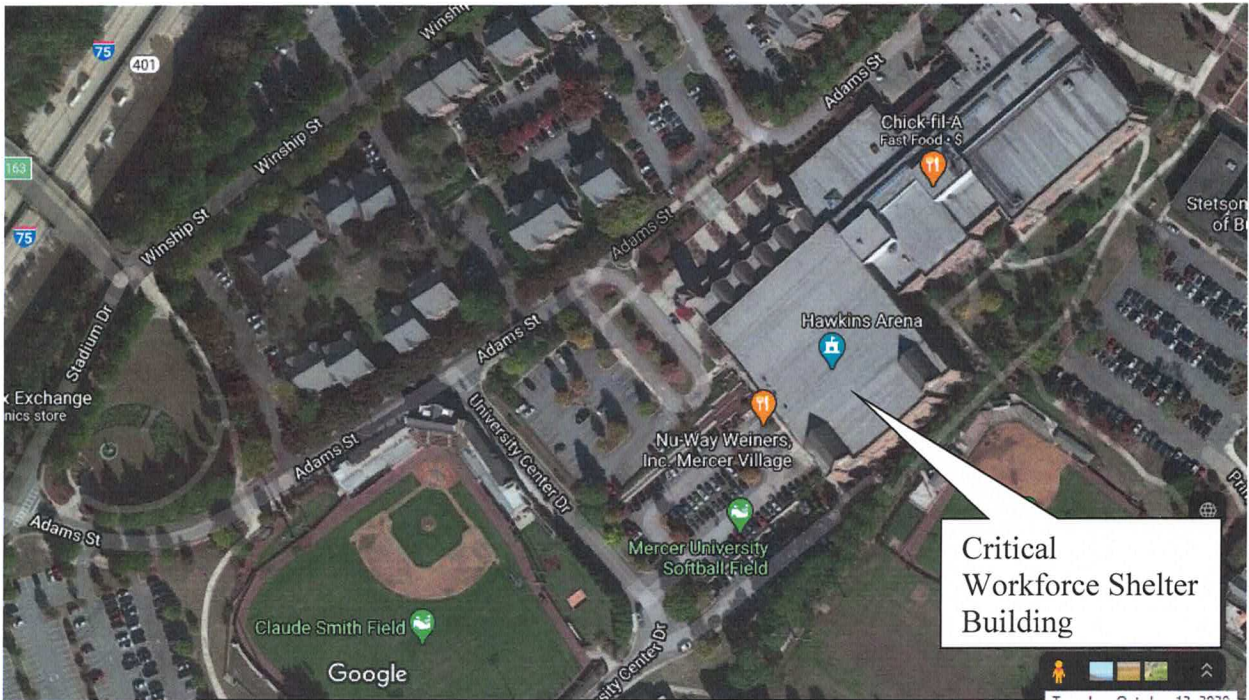


ATTEST:

**“LICENSEE”  
THE MAYOR AND ALDERMEN OF THE  
CITY OF SAVANNAH**

By: \_\_\_\_\_  
MICHAEL B. BROWN  
CITY MANAGER

\_\_\_\_\_  
Clerk of Council, Mark Massey



Locations identified for Shelter – Facility

Locations identified for Shelter – Spaces