

**LICENSE AND ACCESS AGREEMENT
BETWEEN
GEORGIA ENVIRONMENTAL PROTECTION DIVISION
AND
CITY OF SAVANNAH**

This License and Access Agreement (“Agreement”) is entered into as of the date of the last signature hereunder (“Effective Date”) between the Environmental Protection Division of the Georgia Department of Natural Resources, an agency of the State of Georgia (“EPD”) and the Mayor and Aldermen of the City of Savannah, Georgia “the City”. The City and the EPD are collectively referred to herein as the “Parties.”

W I T N E S S E T H:

WHEREAS, Article IX, Section II, Paragraph III of the Georgia Constitution authorizes municipalities to provide police and fire protection, air quality control, and public health services;

WHEREAS, EPD is the state entity charged with protecting Georgia’s air, land, and water resources, and has substantial expertise in monitoring air quality;

WHEREAS, EPD has operated what EPD referred to as its Savannah L&A air quality monitoring station, which consists air monitoring equipment (herein after referred to as the “Equipment”), for several decades for the purpose of conducting ambient air monitoring for the State of Georgia;

WHEREAS, EPD’s air quality monitoring station consists of a metal building, approximately twelve (12) feet by twelve (12) feet, located on a gravel foundation or other similar base housing the Equipment (herein after referred to as the “Station”);

WHEREAS, the Station was located at the City’s pumping station property located at the intersection of West Lathrop and August Avenue (“Pumping Station”);

WHEREAS, EPD’s Station will be relocated to the City’s Fire Station #4 located at 2401 Augusta Ave, Savannah, Georgia 31415 (the “Fire Station”) within a fenced area (the fenced area is referred to herein as the “Property”) and as shown on the map attached hereto as Exhibit A and by this reference incorporated herein;

WHEREAS, Article IX, Section III, Paragraph 1 of the Georgia Constitution further authorizes municipalities and state agencies to contract with each other for the provision of services authorized by law;

WHEREAS, both Parties have an interest in ensuring healthy air quality in the State of Georgia; and

WHEREAS, the City wishes to allow EPD to operate their Station on the Property;

NOW, THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgments and agreements contained herein, together with other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto do mutually agree as follows.

I. Grant of License: EPD shall have the right to enter the Fire Station, the Pumping Station, and the Property on the terms and conditions set forth in this Agreement to perform the monitoring described herein. Unless agreed upon in writing by the City, EPD may not perform any other tasks at the Fire Station or on the Property.

II. Term. The term of this Agreement begins on the Effective Date and shall continue for a period of five (5) years.

- A. EPD shall have the option to renew this Agreement for three additional terms of five (5) years by providing notice to the City of EPD's intent to renew the Agreement before the end of the term then in effect and at the end of the four (4) five (5)-year terms, the Parties shall confer regarding an amendment to or extension of this Agreement; and
- B. Either party may terminate this Agreement for any reason by providing written notice of such intent submitted six (6) months in advance.

III. EPD's Rights, Obligations, and Manner of Work:

- A. EPD will provide to the City any non-confidential monitoring information obtained at the Station requested in writing by the City that is in EPD's possession or control.
- B. EPD will ensure that the fence surrounding the Property will remain locked except during typical ingress and egress activities conducted by EPD and its employees, agents, assigns, and invitees.
- C. EPD will only grant access to the Property to its employees, agents, and invitees.
- D. EPD and its employees, agents, assigns, and invitees will only enter the Fire Station or the Pumping Station for purposes of accessing the Property.
- E. EPD will bear responsibility for all utility and other maintenance services at the Property and for the Station, including but not limited to supplying electricity to the Property and lawn care.
- F. EPD has the right to remove, at EPD's sole cost and expense, any trees or vegetative growth on the Property that EPD determines are interfering with the function of the Station. If EPD determines that any trees or vegetative growth on the Pumping Station or Fire Station are interfering with the function of the Station, EPD will notify the City and the Parties will coordinate regarding removal of such trees, with EPD bearing all related costs and expenses.
- G. During the term of the Agreement, EPD at its sole cost and expense may install and maintain at the Property the Equipment necessary to operate the Station, as well as any necessary improvements, such as power outlets.
- H. EPD will be responsible for any damage or injury caused to the Property by one of its employees, agents, or invitees.
- I. EPD shall maintain Comprehensive General Liability insurance coverage, including Bodily Injury and Property Damage, which insurance shall provide coverage for EPD during the term of this Agreement.
- J. Within ninety (90) days after the expiration or termination of the Agreement, EPD will remove all of its Equipment and improvements from the Property. EPD may remove its Equipment and personal property from the Property before the expiration or termination

of the Agreement.

- K. EPD will repair any damage to the Property resulting from the removal of EPD's Equipment and improvements.
- L. EPD and its employees, agents, and invitees shall not park any vehicles, trailers, equipment, or other personal property on the Fire Station in any manner which obstructs ingress or egress of emergency apparatus from the Fire Station. Should any such obstruction occur during an emergency, the City will request immediate removal from any employees, agents, or invitees present and may forcibly remove such obstruction (if not immediately removed) at the sole cost and expense of EPD.

IV. The City's Rights and Obligations

- A. The City may enter the Property for purposes of any normal or usual inspection, provided, however, that the City will give EPD reasonable advance notice before doing so.
- B. The City will use its best efforts to ensure that EPD will have sole and exclusive access to the Property.
- C. The City will not lease or license any portion of the Property to third parties.
- D. The City will not allow any third parties to access the Property without the express written permission of EPD.

V. Notices. All notices, writings, or correspondence as required by this Agreement, shall be in writing and shall be deemed received and effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, (3) upon actual delivery when sent via national overnight commercial carrier; or (4) by electronic-mail to the contacts as follows, or at a substitute address previously furnished to the other party by written notice in accordance herewith:

NOTICE TO the City shall be sent to:

City Manager
City of Savannah
P.O. Box 1027
Savannah, GA 31402

With Copy to:

Senior Director of Real Estate
City of Savannah
P.O. Box 1027
Savannah, GA 31402

Fire Chief
City of Savannah
P.O. Box 1027

Savannah, GA 31402

NOTICE TO EPD shall be sent to:

Karen Hays
Chief, Air Protection Branch
Georgia Environmental Protection Division
4244 International Parkway, Suite 120
Atlanta, GA 30354
karen.hays@dnr.ga.gov

and to:

DeAnna Oser
Manager, Ambient Air Monitoring Program
Air Protection Branch
Georgia Environmental Protection Division
4244 International Parkway, Suite 120
Atlanta, GA 30354
DeAnna.Oser@dnr.ga.gov


VI. **Assignment.** EPD may not assign or sub-license any rights provided by the Agreement to any other party (other than another party of the State of Georgia) without the express written consent of the City; whose consent may be withheld in its sole discretion.

IN WITNESS WHEREOF, the City and EPD, agreeing to the above terms and conditions and intending to be legally bound and each acting through persons duly authorized, have placed their signatures on duplicate original copies of this Agreement.

CITY OF SAVANNAH, GEORGIA

GEORGIA ENVIRONMENTAL
PROTECTION DIVISION

By: _____
[Signature]

By:  _____
[Signature]

Richard E. Dunn, Director

[Date of Execution]

12/01/2020

[Date of Execution]

Exhibit A



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