

CITY OF SAVANNAH  
COUNTY OF CHATHAM

EMERGENCY SHELTER FACILITIES LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between **Benedictine Military School**, hereinafter "LICENSOR" and THE MAYOR AND ALDERMAN OF THE CITY OF SAVANNAH, hereinafter "LICENSEE".

WHEREAS, the City of Savannah (the "City") may experience a hurricane or similar disaster requiring mandatory evacuation of its visitors and citizens (a "Disaster Event");

WHEREAS, LICENSOR is aware that, in the event of a Disaster Event, sheltering of City personnel are very important in the restoration of the City infrastructure.

WHEREAS, the City has identified critical workforce from fire, police, public works, water utilities and other bureaus that are required to remain in the City during a mandatory evacuation (the "Critical Workforce");

WHEREAS, the Savannah-Chatham Metro Police (SCMPD) have requested to shelter at **Benedictine Military School** prior to, during and after a Disaster Event.

WHEREAS, LICENSEE wishes to enter upon, occupy, and use the Premises, to include the main school building, academic extension, range and shop, gymnasium and athletic center, and cafeteria, for shelter and logistical staging upon the occurrence of a Disaster Event during the period commencing on the date of this License Agreement (the "License Term").

WHEREAS, LICENSOR wishes to accommodate LICENSEE's entry upon and occupancy and use of the Premises for such purposes.

WHEREAS, after the occurrence of a Disaster Event and upon receipt of an "all clear announcement by the Chatham Emergency Management Association ("CEMA"), the City will mobilize teams to open roadways and conduct life safety activities.

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, to include the main school building, academic extension, range and shop gymnasium and athletic center, and cafeteria for purposes of sheltering SCMPD Officers, assembling and staging LICENSEE's vehicles, and storing LICENSEE's equipment and supplies during the Disaster Event.
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 any event resulting in an evacuation order issued by Chatham Emergency Management Agency or the City of Savannah and continue around the clock in order to provide shelter for and a logistical staging area accommodating up to 200 SCMPD Officers and accompanying vehicles, until such time as City facilities are made available in the area.
4. If the nature of a Disaster Event allows for advance notification, LICENSEE shall notify LICENSOR by contacting LICENSOR'S Headmaster at 912-644-7000 at least two days 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 designated Shelter Manager, who will be on site 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 its sheltering and staging activities as well as reasonable ingress and egress on the remainder of the Premises. If LICENSOR determines that any of the shelter or staging areas must be relocated to a different location on the School Grounds, LICENSOR shall, in 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.
7. LICENSEE shall be responsible for providing food and water for the sheltered Critical Workforce prior to, during and after the occurrence of any Disaster Event.
8. The Savannah-Chatham Metropolitan Police (SCMPD) will provide security and traffic control related to the shelter facility and operations. SCMPD agrees to provide no less than 10 officers to remain at **Benedictine Military School** post-storm for security purposes, via two twelve-hour shifts of four officers and one relief officer, or such other larger amount as may reasonably be necessary to protect the grounds of **Benedictine Military School** and staff living on site.
9. LICENSEE will vacate the Premises within 48 hours of an "all clear" announcement by CEMA (the "Vacate Deadline"). LICENSEE will, at its sole expense, return the Premises to LICENSOR in the same condition as when it first entered thereon. LICENSEE will remove all LICENSEE's equipment, vehicles, supplies, material and trash by the Vacate Deadline and will make a good faith effort to fully restore the Premises within 30 days of the Vacate Deadline.
10. In the event that LICENSEE defaults in the performance of any of the terms and conditions contained in this License Agreement and the default continues for 30 days after written notice has been given by LICENSOR to LICENSEE, or in the event that CEMA, FEMA or any other emergency management agency with proper jurisdiction deems the activities undertaken by LICENSEE unsafe or detrimental to the safety of **Benedictine Military School** and staff, then in such event, at LICENSOR'S option, LICENSOR may declare this license revoked.

11. This license shall terminate upon expiration of the License Term, which is defined as the 2017 Hurricane Season, running from June 01, 2017 through November 30, 2017.
12. The Parties hereto acknowledge that neither maintains any insurance coverage for the benefit of the other Party or its personnel, consultants, or other associates. Each Party hereto shall be responsible for their own personnel and equipment, subject to the duty of LICENSEE reflected in paragraph 6, above. 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. To the extent permitted by law, both Parties agree to defend, hold harmless and indemnify the other Party for claims made by third-parties for injuries or damages that were caused by the Party from whom such indemnification is sought.
13. LICENSEE hereby represents and warrants to LICENSOR that:
  - a. LICENSEE has obtained all 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. This License Agreement is binding and fully enforceable against LICENSEE in accordance with its terms.
14. 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 grant may not be modified, rescinded, terminated, or amended, in whole or in part, except by the written consent of the parties.
15. This license is made and delivered in the City of Savannah, Chatham County, Georgia and shall be construed and enforced according to the policies of the City and the laws of the State of Georgia.

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

**Licensor**  
**Benedictine Military School**

Signed, sealed and delivered before me  
 on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Notary Public

**Licensee  
City of Savannah  
Savannah-Chatham Metro Police**

Signed, sealed and delivered before me  
on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

By: \_\_\_\_\_

Name: Roberto Hernandez

Title: City Manager

By: \_\_\_\_\_

Name: Joseph H. Lumpkin, Sr.

Title: SCMPD Chief of Police