

CITY OF SAVANNAH
COUNTY OF CHATHAM

EMERGENCY SHELTER FACILITIES LICENSE AGREEMENT

THIS EMERGENCY SHELTER FACILITIES LICENSE AGREEMENT (the "License Agreement") is made and entered into this 1st day of February, 2024 by and between ST. JOSEPH'S/CANDLER HEALTH SYSTEM, INC., on behalf of Candler Hospital, Inc. and Saint Joseph's Hospital, Inc. (hereinafter "LICENSOR") and THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH (hereinafter "LICENSEE" or the "City").

WHEREAS, the City of Savannah, during the Hurricane Season, may experience a hurricane or similar disaster which requires an order to be issued by the Chatham Emergency Management Agency ("CEMA") or the City of Savannah requiring mandatory evacuation of its visitors and citizens (a "Disaster Event"); and

WHEREAS, the City has identified critical workforce personnel from fire, police, and infrastructure personnel that are required to remain in the City of Savannah during a Disaster Event (the "Critical Workforce"); and

WHEREAS, after the occurrence of a Disaster Event, and upon receipt of an "All Clear" announcement by the CEMA or the City of Savannah, the City will mobilize teams to open roadways and conduct life safety activities; and

WHEREAS, LICENSEE has requested permission to enter upon, occupy, and use those certain areas of Candler Hospital and St. Joseph's Hospital identified on Exhibit "A" and Exhibit "B" attached hereto (collectively, the "Premises") for shelter and logistical staging upon the occurrence of a Disaster Event; and

WHEREAS, LICENSOR is aware that, in the event of a Disaster Event, sheltering and staging of Critical Workforce is necessary to the restoration of the City infrastructure and 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 consideration, the receipt and sufficiency of which is hereby acknowledged, LICENSOR and LICENSEE acknowledge and agree as follows:

1. Upon the occurrence of a Disaster Event during the License Term (as hereinafter defined), LICENSOR grants unto LICENSEE a temporary, nonexclusive, nontransferable license to enter upon, occupy, and use the Premises as specified below:
 - a. Candler Hospital (5353 Reynolds Street, Savannah, Georgia 31405):
 - i. Shelter for up to fifty (50) Critical Workforce members on the fifth (5th) floor of Candler Hospital. The shelter area on the fifth (5th) floor will be determined by LICENSOR in its sole discretion.
 - ii. Exhibit "A" identifies the location for the sheltering of fifty (50) Critical Workforce and the staging for the accompanying vehicles and equipment.
 - iii. The shelter and staging areas at Candler Hospital referenced herein shall be subject to the rights of LICENSOR set forth in Paragraph 5.
 - b. St. Joseph's Hospital (11705 Mercy Boulevard, Savannah, Georgia 31419):

- i. Shelter for up to thirty (30) police officers will be on the second (2nd) floor above the Emergency Department of St. Joseph's Hospital. The shelter area on the second (2nd) floor above the Emergency Department will be determined by LICENSOR in its sole discretion.
 - ii. Exhibit "B" identifies the location for the sheltering of thirty (30) police officers and the staging for the accompanying vehicles and equipment.
 - iii. The shelter and staging areas at St. Joseph's Hospital referenced herein shall be subject to the rights of LICENSOR set forth in Paragraph 5.
2. The term of this License Agreement shall be the Hurricane Season commencing on June 01, and terminating on November 30, of every year of the term(the "License Term"); provided, however, that the license herein granted shall commence only upon the occurrence of a Disaster Event and shall expire forty-eight (48) hours following an "All Clear" announcement by CEMA or the City of Savannah (the "Vacate Deadline").
3. If the nature of a Disaster Event allows for advance notification, LICENSEE shall notify LICENSOR by contacting the LICENSOR's Facility Coordinator at (912) 819-6203 at least two (2) 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.
4. The license herein granted is for the sole purpose of permitting LICENSEE to use the Premises upon the occurrence of a Disaster Event. The Premises are provided to and accepted by LICENSEE "AS IS, WHERE IS" with all faults. LICENSOR reserves the right to refuse admittance to or remove from the Premises any person or persons found objectionable by LICENSOR, in LICENSOR's sole discretion. Nothing in this Agreement shall be interpreted as, or otherwise deemed to be, a transfer or conveyance of any interest in the Premises whatsoever between LICENSOR and LICENSEE. Nothing in this License Agreement shall be interpreted as an agreement for the lease or other use of the Premises by LICENSEE.
5. LICENSOR agrees that upon the occurrence of a Disaster Event during the License Term, LICENSEE will have use of the Premises for its sheltering and staging activities as well as reasonable ingress and egress to access the Premises. If the LICENSOR determines that any of the shelter or staging areas must be relocated to a different location on its 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. 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.
7. LICENSEE will have the Savannah Police Department (SPD) provide security and traffic control related to the shelter facilities and operations. SPD will provide no less than twelve (12) officers to remain at St. Joseph's Hospital and no less than twelve (12) officers at Candler Hospital. The officers at St. Joseph's Hospital and Candler Hospital will be provided via two twelve (12) hour shifts of five (5) officers and one (1) supervisor and will be posted in accordance with Exhibit "C-1" and Exhibit "C-2" attached hereto.

8. LICENSEE acknowledges and agrees that, following commencement of the license herein granted, it will vacate the Premises prior to the Vacate Deadline and will further, 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 thirty (30) days of the Vacate Deadline.
9. 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 thirty (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 LICENSOR and its staff, then in such event, at LICENSOR's option, LICENSOR may declare this license revoked and the License Agreement terminated.
10. 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, vehicles 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, LICENSEE agrees to defend, hold harmless and indemnify LICENSOR for claims made by third parties for injuries or damages caused by the actions of LICENSEE.
11. 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.
12. The Term of this agreement shall be for a period of five (5) years from the date of execution.
 - a. Either Party may terminate this Agreement without cause outside of the Hurricane season, but with a ninety (90) day notice before the Hurricane season starts. Such termination will be effective on the date stated in the notice.
13. 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.
14. This license is made and delivered in the City of Savannah, Chatham County, Georgia and shall be construed and enforced according to the laws of the State of Georgia.

[SIGNATURE PAGE TO FOLLOW]

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

LICENSOR

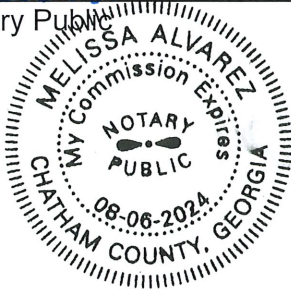
Signed, sealed and delivered this 2nd day of February, 2024 in the presence of:

ST. JOSEPH'S/CANDLER HEALTH SYSTEM, INC., by and on behalf of Candler Hospital, Inc. and Saint Joseph's Hospital, Inc.

Juli A. Zopf
Witness

By: Paul P. Hinchey
Name: Paul P. Hinchey
Title: President & CEO 2/2/24

Melissa Alvarez
Notary Public



LICENSEE

THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH

Attest:

By: _____
Name: Joseph A. Melder
Title: City Manager

Mark Massey, Clerk of Council

EXHIBIT "A"
CANDLER HOSPITAL SHELTER AREA AND PARKING/STAGING AREA

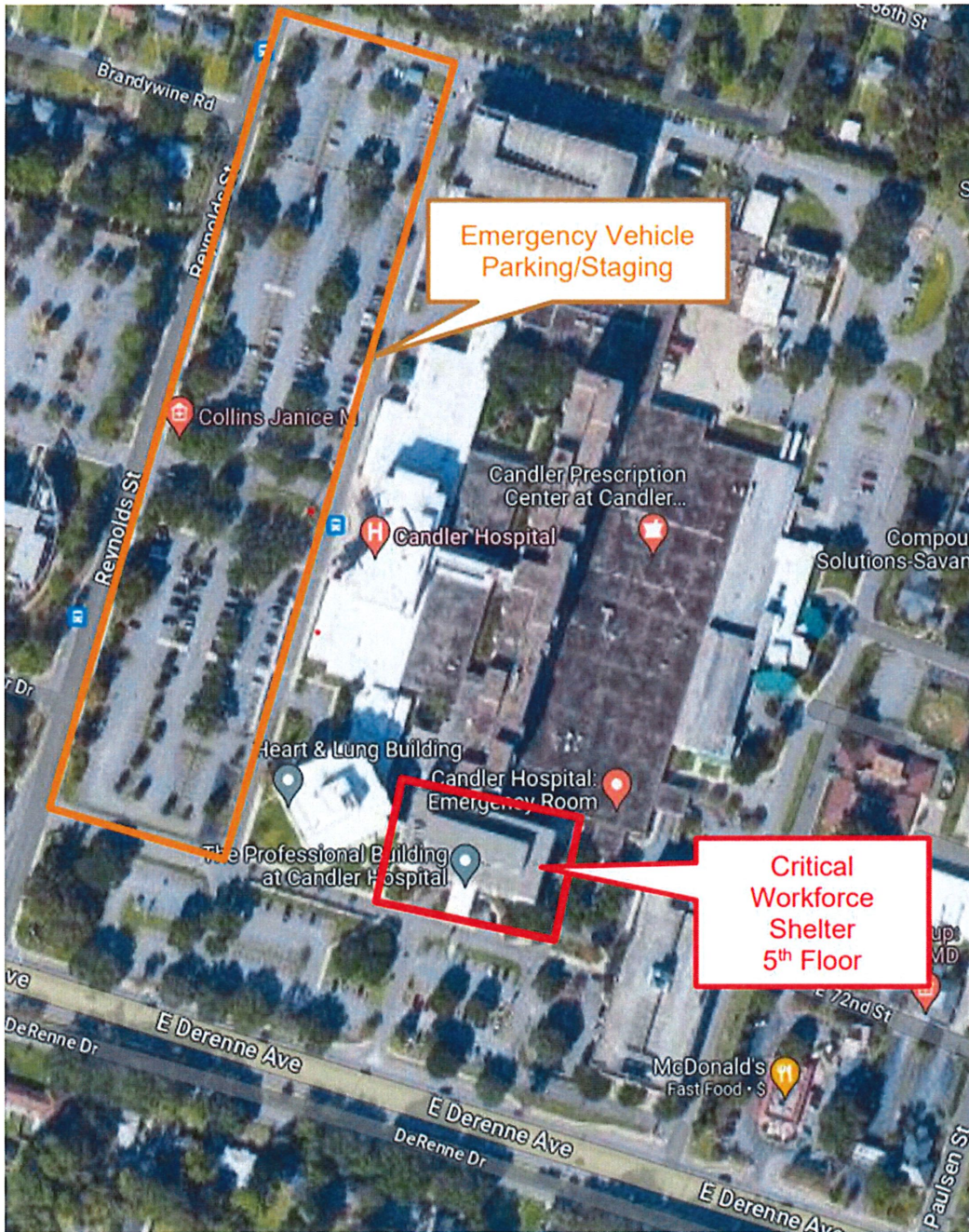


EXHIBIT "B"

ST. JOSEPH'S HOSPITAL SHELTER AREA AND PARKING/STAGING AREA

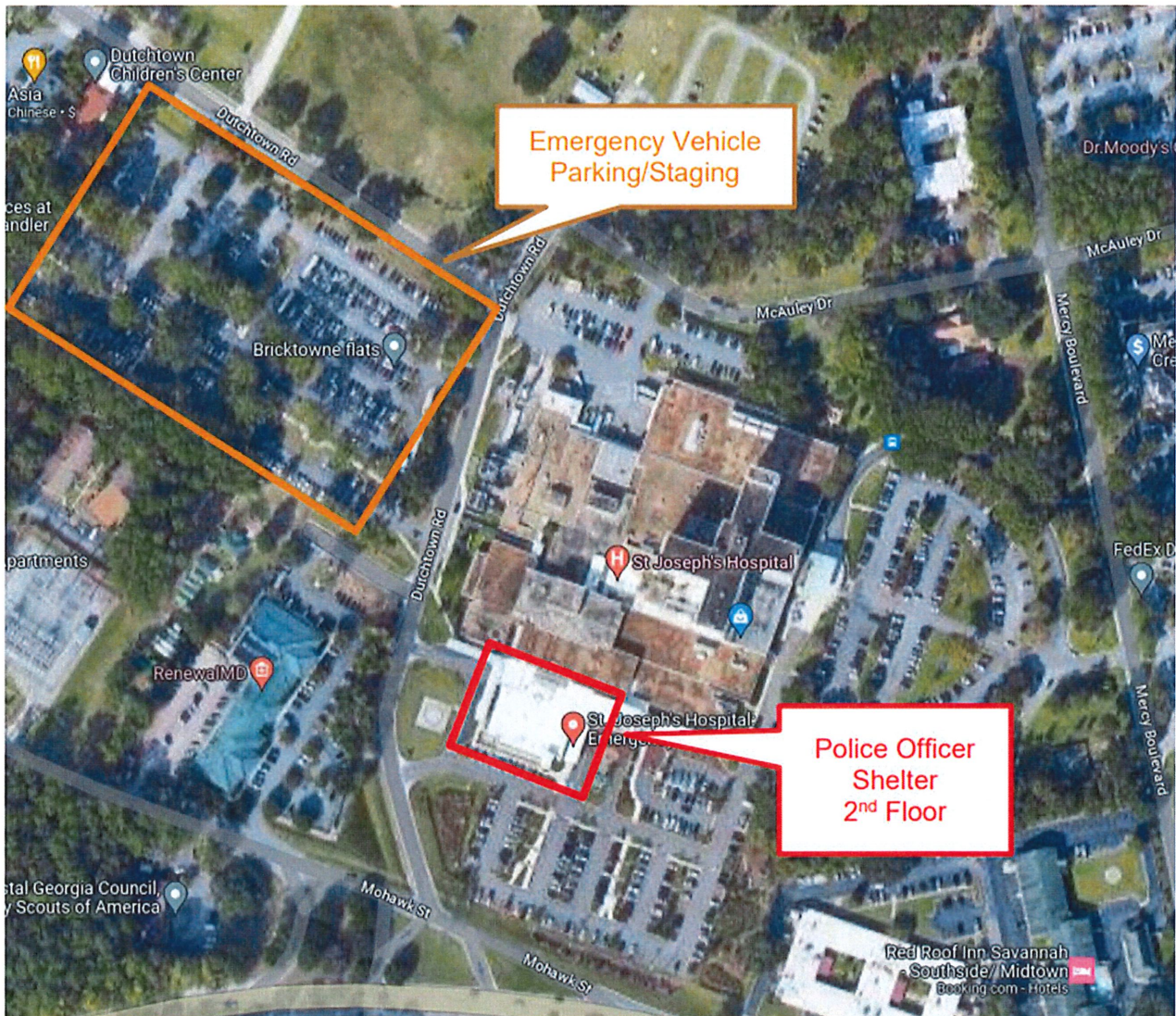
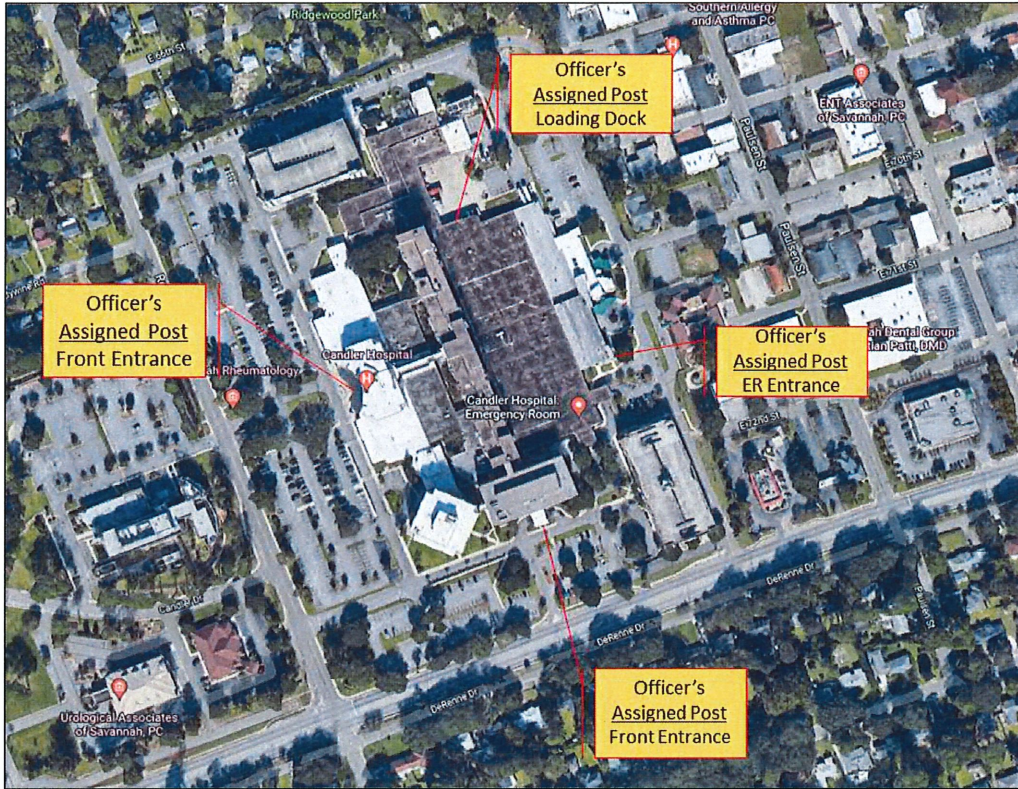


EXHIBIT "C-1"
CANDLER HOSPITAL SPD POSTING ASSIGNMENTS



Candler Hospital Post Storm Plan

12 officers will remain at the hospital.

There are four identified posts and two rovers.

Officers will be on 12-hour shifts.

EXHIBIT "C-2"
ST. JOSEPH'S HOSPITAL SPD POSTING ASSIGNMENTS



St. Joseph Hospital Post Storm Plan

12 officers will remain at the hospital.

There are four identified posts and two rovers.

Officers will be on 12-hour shifts.