



GEORGIA SOUTHERN UNIVERSITY

CONTRACT TRANSMISSION MEMORANDUM

To: Kelly Nilsson

From: Geoffrey V. Carson, Associate University Counsel

Date: 6/28/2018

File No.: 181302

The attached contract has been approved by the Office of Legal Affairs. The review process is intended to ensure that Georgia Southern's contracts comply with applicable laws and policies and are correctly and completely written. Contract review does not ensure that sufficient funds are available to fund contractual obligations or that units are actually capable of fulfilling stated contractual requirements. Those submitting contracts for review are responsible for ensuring that:

- the contract makes good business sense
- the contract is fully approved by all responsible administrators
- the contract does not conflict with other contractual obligations
- the necessary funds for the contract are available
- the underlying research or service activities, if applicable, comply with all University, grantor, and governmental policies regarding research integrity, safety, and human subject research. Legal review does not encompass these separate analyses. Please note that if the contract involves one of the University's cooperative organizations, including the Research and Services Foundation, the legal review is intended to protect the interests of the University, not those of the cooperative organization, and approval is given in that context only. The Office of Legal Affairs does not represent or advise cooperative organizations.
- the unit that is responsible for the contract can perform all duties described in the contract.

Some contracts may be signed electronically. Contracts that will be signed by hand should be signed in duplicate, so that each party to the contract will have a fully-executed original document for its files. Contracts should never be discarded or destroyed prior to the expiration of their terms, including any renewals. Please note that the Office of Legal Affairs does not retain original contracts.

Please make sure that you have read and understand this contract. If you have any questions, please contact the Office of Legal Affairs.

Please do not make any changes to the contract after it has been reviewed and approved. If it is necessary to amend the contract after this point, please contact the Office of Legal Affairs to ensure that any amendments will be consistent with contracting rules.

Contractor: City of Savannah

Contract is:

- Approved as Written
- Approved as amended (changes incorporated into document)
- Approved as amended (contract marked up with amendments)

Contract Expiration: 12/31/2018 + auto-renewal

E-Verify Required?: Yes No If "Yes," E-Verify/Driver's License Number:

Comments:

YOU MUST INCLUDE THIS SHEET WHEN SUBMITTING CONTRACT TO ACCOUNTS PAYABLE

EMERGENCY SHELTER AGREEMENT

This Emergency Shelter Agreement (the "Agreement") is made and entered into as of the date of the last signature below (the "Effective Date") by and between the Board of Regents of the University System of Georgia by and on behalf of Georgia Southern University ("GSOU") and the Mayor and Aldermen of the City of Savannah ("COS").

W I T N E S S E T H

WHEREAS, GSOU is a public institution of higher education whose Armstrong Campus is located in Chatham County, Georgia, and

WHEREAS, COS requires shelter and staging areas in order to pre-position Critical Work Force personnel that have re-entry, search and rescue and other responsibilities in the event of an emergency,

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereby agree as follows:

I. Definitions.

When used herein, the following capitalized terms shall be defined as follows:

Emergency: A natural or man-made event that deprives, or has the capability to deprive COS the use of their usual working locations and/or office space. By way of example and not of limitation, an Emergency may include a hurricane, tornado, ice storm, or similar weather event. Routine repair or maintenance of COS infrastructure shall not constitute an Emergency.

Licensed Premises: The area of the Armstrong Campus designated by GSOU for use by COS in an Emergency. The Licensed Premises shall consist of the areas outlined on the attached campus map, Exhibit "A", which is incorporated herein by reference; provided, however, that GSOU reserves the right to make reasonable alterations in the Licensed Premises in order to accommodate its own needs and pursuant to the needs of other entities that may be present on the Armstrong Campus in the event of an Emergency. Exhibit A shows areas of the Armstrong Center marked in red cross hatch are not part of the Licensed Premises. The parking lot adjacent to the Armstrong Center will also be part of the Licensed Premises.

Designated Representative: That person designated by a party to represent that party in implementing the provisions of this Agreement in the event of an Emergency. When used in this Agreement, the term "Designated Representative" includes a party's Alternate Designated Representative in the event that the party's Designated Representative is unavailable.

Alternate Designated Representative: That person (or those persons) identified to serve as a Designated Representative on behalf of a party in the event the Designated Representative is unavailable at the time of an Emergency.

II. GSOU's Responsibilities:

Identification of Designated Representative and Alternate Designated Representative(s). GSOU shall identify one Designated Representative and at least one Alternate Designated Representative for purposes of this Agreement, and shall notify COS in writing of such designations, providing each person's name, title, business and cell phone numbers, and email address. GSOU shall notify COS of any change in the identity or contact information of its Designated Representative and Alternate Designated Representative(s) promptly.

License: In the event of an Emergency, as determined jointly by the parties Designated Representatives, GSOU shall permit COS to enter and occupy the Licensed Premises, subject to the terms and conditions herein. The right to enter and occupy the Licensed Premises shall be deemed a limited, revocable, non-transferable, non-exclusive license. GSOU shall also provide reasonable ingress and egress to the Licensed Premises. The Licensed Premises shall be available for COS's use twenty-four hours a day during the Emergency, but COS acknowledges and agrees that ingress and egress may be interrupted for periods during an Emergency to serve other needs.

Non-exclusive use: GSOU shall make reasonable efforts to provide COS with full access to the Licensed Premises. However, GSOU cannot guarantee that individuals not associated with COS, including GSOU personnel, will not enter the Licensed Premises for the purposes of protecting and operating the campus and conducting the business of the university.

III. COS's Responsibilities:

Identification of Designated Representative and Alternate Designated Representative(s): COS shall identify one Designated Representative and at least one Alternate Designated Representative for purposes of this Agreement, and shall notify GSOU in writing of such designations, providing each person's name, title, business and cell phone numbers, and email address. COS shall notify GSOU of any change in the identity or contact information of its Designated Representative and Alternate Designated Representative(s) promptly.

Preservation of Licensed Premises: COS agrees to take reasonable measures to preserve the Licensed Premises in substantially the same condition in which they were found. While COS cannot assume responsibility for damage caused by the Emergency or other natural conditions, or for damage caused by other parties, COS agrees to compensate GSOU for any damage done to the Licensed Premises as a result of COS's negligent use of them during the Emergency.

No Warranty: COS accepts the use of the Licensed Premises as is, where is, and without warranty of any kind as to their suitability, quality, condition, or any other attribute.

Other users: COS acknowledges and agrees that areas of the campus other than the Licensed Area may be used by the campus community, by other emergency service providers, or other persons as designated by GSOU. COS agrees to make its best efforts not to interfere with the reasonable use of the campus by other users.

Sublicenses: COS acknowledges and agrees that it shall not permit other persons or entities to enter the Licensed Premises without first obtaining the consent of the GSOU Designated Representative.

Vacating Licensed Premises: COS shall vacate the Licensed Premises as soon as possible after the conclusion of the Emergency, but in no event later than twelve (12) hours after power is completely restored in the area. COS agrees that promptly following the conclusion of its occupancy of Licensed Premises COS will, at its sole expense, place the area disturbed by its activities in a condition substantially the same as that condition which existed prior to such activities by removing all COS equipment within forty-eight (48) hours of concluding said staging area activities and making a good faith effort to restore the premises fully within thirty (30) days of equipment removal. The conclusion of the Emergency shall be determined by mutual agreement between COS and GSOU.

IV. Emergency Procedures:

Notification of Emergency: In the event of an Emergency, COS's Designated Representative shall contact GSOU's Designated Representative and inform GSOU of the Emergency. If GSOU's Designated Representative concurs, he or she will notify COS's Designated Representative of any known restrictions on use of the Licensed Premises by COS during the Emergency.

Availability of Licensed Premises: Designated Representatives of each party shall collaborate to make the Licensed Premises available to COS. COS acknowledges and agrees that the entire GSOU campus is heavily used throughout most of the year, and removing automobiles from parking areas will take time. GSOU agrees to make diligent efforts to make the Licensed Premises available to COS as quickly as possible. Upon being notified of the availability of the Licensed Premises by GSOU's Designated Representative, COS may move equipment and personnel into place as needed.

During the Emergency: The parties shall make best efforts to make at least one Designated Representative available for consultation at all times during the Emergency. During the Emergency, COS's continuing need for COS's use of the Licensed Premises shall be reviewed at least daily, and at any other time upon the request of either Designated Representative. COS shall have use of the Licensed Premises as long as both Designated Representatives concur that the Emergency is ongoing and that COS has continuing need for the Licensed Premises. In the event of a lack of concurrence, GSOU retains its right to terminate the license as specified in section V of this Agreement.

If COS requires the use of any indoor areas that are within the Licensed Premises, COS agrees that those areas are to be used as is. GSOU shall not provide any furniture, bedding, utilities, food, Internet, or other accommodations; however, upon request and if time allows, GSOU will prepackage meals for COS' critical workforce. COS will provide such request as soon as reasonably possible and include the number of meals required. Meal service is dependent upon availability of resources and staff.

V. General terms:


This Agreement is made in the State of Georgia and shall be construed pursuant to its laws and enforced in its courts.

This Agreement may not be assigned to any other party without the written consent of each party to such an assignment.

The term of this Agreement shall begin on the Effective Date and shall terminate on the following December 31st. The Agreement shall automatically renew for successive one-year terms to begin on January 1 and end on December 31 of the successive year. Either party may terminate this Agreement prior to end of the initial term or any renewal term by providing 90 days written notice to the other party of its intent to terminate. Notwithstanding the foregoing, neither party shall terminate the Agreement during an Emergency.

In witness whereof, the parties have caused their authorized representatives to execute this Agreement on their behalf.

THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA
by and on behalf of GEORGIA SOUTHERN UNIVERSITY



Robert Whitaker
Vice President for Business and Finance

7/11/18

Date
Approved as to Form
Georgia Southern University
Office of Legal Affairs
Geoffrey V. Carson
07/09/2018

THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH

Roberto "Rob" Hernandez
City Manager

Date

Approved by the Board of Regents

By:

Date