June 25, 2014

Pam V. Rault, Ph.D.
Interim Dean of Student Affairs
University of New Orleans
2000 Lakeshore Drive
New Orleans, LA 70148

RE: 2014 Letter of Agreement between Millsaps College and the University of New Orleans

Dear Dr. Rault:

This is written to confirm that the University of New Orleans requests the use of Millsaps College facilities for future emergency evacuations of its students.

TERM:
The Term commences on the date hereof and terminates on June 30, 2015. Extensions to the term in this letter of agreement are possible if both Millsaps College and the University of New Orleans agree in writing.

FACILITIES, OPERATIONS/EXPENSES, and MEALS:
Millsaps College currently operates at capacity in its residence halls. Millsaps College agrees to open its two gymnasiums, each located in the Hall Activities Center (top floor inside fitness center and lower floor, called “Hangar Dome”), including the shower and bathroom facilities, to evacuees from the University of New Orleans. The Hall Activities Center and the Hangar Dome must remain open for normal business activities during the academic year. The College agrees to discuss a schedule with the University of New Orleans that provides evacuees with sleep, bathroom access, and shower access but that also allows
Millsaps College to maintain its operating schedule for its students, faculty, staff, visitors, and agents. The University of New Orleans agrees to pay Millsaps College the amount of $22.25 per student per day for the estimated cleaning and maintenance needs in the areas occupied by evacuees from the University of New Orleans.

Millsaps College agrees to provide traditional campus housing for University of New Orleans’ students with properly registered disabilities if disability-accessible bed-spaces or rooms are available at the time of the request. The University of New Orleans has an additional opportunity of reserving a room for persons with disabilities at The Cabot Lodge-Millsaps, an on-campus hotel, if on-campus housing is unavailable for any/all persons who request and qualify for disability-accessible housing.

Millsaps College agrees to ask the Mississippi Red Cross to provide cots for all evacuees. However, the College is not responsible for the absence of cots if the Mississippi Red Cross cannot provide them upon request.

The University of New Orleans agrees to pay Millsaps College the amount of $6.00 + 8% tax per student per breakfast served by the Millsaps College Dining Services in our Cafeteria.
The University of New Orleans agrees to pay Millsaps College $7.00 + 8% tax per student per lunch served by the Millsaps College Dining Services in our Cafeteria.
The University of New Orleans agrees to pay Millsaps College $8.00 + 8% tax per student per dinner served by the Millsaps College Dining Services in our Cafeteria.
The full amount for all meals purchased by University of New Orleans evacuees and accompanying faculty-staff will be due and remitted by the University of New Orleans within 30 days of billing by the Millsaps College Office of Dining Services.
Millsaps College agrees to provide any person associated with the University of New Orleans evacuation with basic e-mail access on the Millsaps College campus, presuming normal email operations continue before, during, or following an emergency evacuation to Millsaps College campus by the University of New Orleans students, faculty, staff, employees, or agents. Millsaps College is not responsible for providing email access to the University of New Orleans' students, faculty, staff, employees, or agents in the event of disrupted or inoperable email services.

**CAMPUS AUTHORITY AND JURISDICTION:**
The University of New Orleans agrees to provide a full and accurate roster of all persons sent to the Millsaps College campus.

The University of New Orleans agrees to ask all persons evacuated to the Millsaps College campus to bring and to possess a University of New Orleans identification card on the Millsaps College campus. In addition, all persons evacuated to the Millsaps College campus must be willing to display the University of New Orleans identification card upon request.

The University of New Orleans and its officers, agents, and employees agree to send 1 campus safety officer per every 50 students/persons/agents evacuated to Millsaps College. If 51-100 students/persons/agents are evacuated, then a second campus safety officer will be sent to Millsaps College.

The University of New Orleans and its students, officers, agents, and employees agree to comply with all Millsaps College Department of Campus Safety protocols/policies/procedures; they agree to comply with Millsaps College Department of Campus Safety officers’ authority.
Violations of Department of Campus Safety protocols/policies/procedures by University of New Orleans students, officers, agents, and employees are subject to Millsaps College jurisdictions and to State of Mississippi law enforcement agencies, when applicable. Violations of the aforementioned protocols/policies/procedures could be grounds for immediate removal of the violator(s) from the Millsaps College campus.

The University of New Orleans agrees to register any and all vehicles and buses with the Millsaps College Department of Campus Safety.

INSURANCE REQUIREMENTS:
The University of New Orleans shall maintain insurance coverage with an insurance company licensed to do business in the State of Louisiana and acceptable to Millsaps College with the required minimum coverage in the amounts set forth below, shall name Millsaps College as an additional insured and shall provide Millsaps College with a Certificate of Insurance evidencing such coverage. The Certificate of Insurance should be mailed to Ms. Louise Burney, Vice President for Finance, Millsaps College, 1701 N. State Street, Jackson, MS 39210-0001.

Upon request, Millsaps College shall provide the University of New Orleans with a Certificate of Insurance reflecting that Millsaps College has the required minimum coverage set forth below.

REQUIRED MINIMUM COVERAGE is as follows:

**Worker’s Compensation** – Statutory

**Employer’s Liability** - $100,000 each accident
$500,000 policy limit
$100,000 each employee
Amendments to this Letter of Agreement must be in writing and agreed to by both parties, as evidenced by both parties executing the amendment. The parties agree to accept facsimile signatures to so bind one another.

By their signatures below, the parties agree to be so bound.

The University of New Orleans  
BY: ___________________________  
Gregg Hassen  
TITLE: Vice President for Business Affairs  
DATE: 7/18/14

Millsaps College  
BY: ___________________________  
Guy Brewer  
TITLE: VP President for Finance  
DATE: 6/20/14