



FEMA

LICENSE/USE AGREEMENT

1. **Parties.** The Parties to this Agreement are the Federal Emergency Management Agency (FEMA), Department of Homeland Security (DHS), and Baldwin County Commission in Baldwin County, Alabama. (Fairhope Satellite Courthouse)

2. **Authority.** This Agreement is authorized under the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121-5207, et seq.

3. **Purpose.** FEMA desires to use, and the Licenser agrees to license and permit FEMA to use the following described property (hereinafter referred to as the "Premises") at no cost to FEMA:

The Fairhope Satellite Courthouse is located in Baldwin County, It is a Baldwin County Satellite Courthouse. FEMA will only occupy the parking lot conducting business hours and entering in the parking lot front entrance. FEMA staff will have access to parking lots. When FEMA staff vacate the premises after hours or have completed the mission, FEMA is not responsible for the existing staff that is not FEMA personnel.

4. **Scope.** The Licenser will authorize FEMA the use of the premises identified above for the following purposes:

Hours of operation 0700 - 1900 days a week. The hours of operation will adjust according to the applicants attending for assistance. FEMA will use the Premises primarily as a Disaster Recovery/Assistance Center/Public Assistance office where FEMA will receive members of the public for the purpose of providing information such as the status of applications, and general information on FEMA disaster assistance and registration. Other Federal, State, local and voluntary organizations may also use the Premises to provide similar information on their programs. Occupants that are on the premises will have access to table and chairs during work hours.

5. **Duration.** This Agreement shall become effective upon execution and expire no later than Thirty (30) days, unless terminated prior to that date with 5 calendar day notice from either party. The Agreement may be extended by mutual consent of the parties in writing with ten (10) days notice.

either thereof, and will obtain and maintain all required and permits, licenses and similar items, at no cost to FEMA. United States law will be applied to resolve any dispute or claim.

10. Proper Use of Premises. Licensor warrants that the Premises may be used for the purposes intended by FEMA as described in this Agreement. Nothing in this Agreement shall be construed to create a duty on FEMA to inspect for toxic material or latent environmental conditions which could be affected by FEMA's intended use of the Premises. Any known environmental conditions which could affect FEMA's use of the Premises, known to the Licensor, must be disclosed to FEMA.

11. Integrated Agreement: This Agreement contains the entire agreement of the parties. No agreement outside of this document can alter these provisions. Any changes to this Agreement must be made in writing with the mutual consent of the parties.

12. Points of Contact.

a. The FEMA Point of Contact is:

X Ronnie Banes
X 2650 Legends Ctr.
X Prattville, AL
X External Support Branch Dr.
(940) 297-5827

Ronald.Banes@fema.dhs.gov

b. The Licensor's Point of Contact is:

X Michelle Howard, Fairhope Courthouse
X 1100 Fairhope Ave, Fairhope AL 36532
X (251) 990-4606

13. Other Provisions. Nothing in this agreement is intended to conflict with current law or regulations or the directives of DHS/FEMA. If a term of this agreement is inconsistent with any such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

14. Effective Date. The terms of this agreement will become effective on the date of signature of the authority representatives of all parties.

15. Modification. This agreement may be modified upon the mutual written consent of the parties.

APPROVED BY:

Billie Jo Underwood

Ronnie Banes

Ronnie Banes
External Support Branch Director
Federal Emergency Management Agency
Ronald.banes@fema.dhs.gov

Date: 9/30/2020

Date 9/30/2020

