



FEMA

LICENSE/USE AGREEMENT

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

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 Licensor agrees to license and permit FEMA to use the following described property (hereinafter referred to as the "Premises") at no cost to FEMA:

The Foley Satellite Courthouse is located in Baldwin County. FEMA will use the parking lot on the north side of the parking lot next to Campo Road. FEMA will only occupy the parking lot and conduct business hours from 0700 to 1900.

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

Hours of Operation are 0700 to 1900, seven (7) days a week. The hours of operation will adjust according to the applicants attending for assistance. FEMA will use the premises primarily as a site to receive applicants and provide information such as available FEMA disaster assistance and Registration. 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.

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.

6. **Duties and Responsibilities.**

a. Licensor shall:

- 1) Maintain insurance for liability, and for loss of or damage to the property, arising from the wrongful or negligent acts or omissions of third parties.

b. FEMA shall:

- 1) Maintain the Premises in clean and orderly condition;
- 2) Surrender the Premises in the same state and condition as it was in at the commencement of FEMA use and occupancy, excepting normal wear and tear, excluding upgrades made in accordance with paragraph 6a(4) above, and including the removal of any items installed in accordance with 6a(5) and (6) above;
- 3) Permit the Licensor to enter the Premises with approval of the designated FEMA Point of Contact, or as otherwise coordinated for routine entry or shared use, as described in paragraph 3 of this Agreement.

7. Non-Fund Obligor Agreement. Nothing in the Agreement shall authorize FEMA to obligate or transfer any funds in connection with FEMA's use and occupancy of the Premises. Any additional work or activity that would require the transfer of funds or the provision of goods or services among the parties will require execution of a separate agreement and will be contingent upon the availability of appropriated funds. Such activity must be independently authorized by appropriate statutory authority. This Agreement does not provide such authority.

8. Liability. Licensor and the United States each agree to be responsible for the negligent or wrongful acts or omissions of their respective employees arising under this agreement. The parties agree -- subject to any limitations imposed by law, rule, or regulation -- to cooperate in good faith to resolve any claims promptly and, whenever appropriate, without litigation. For all claims or suits arising under this agreement, each party's designated legal representatives will, within (7) calendar days of receipt, provide each other's designated legal representatives copies of any documents memorializing such claims. Nothing in this Agreement shall be construed as a waiver of any sovereign immunity of the United States. The Federal Tort Claims Act (FTCA), 28 U.S.C. §§ 1346 (b), 2671-2680 provides the exclusive monetary damages remedy for allegedly wrongful or negligent acts or omissions by federal employees within the scope of their employment.

9. Compliance with Applicable Law: The Licensor shall comply with all Federal, State and local laws applicable to the Licensor as owner, or Licensor, or both of the Premises, including, without limitation, laws applicable to construction, ownership, alteration or operation of both or 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.

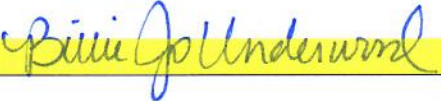
- a. The FEMA Point of Contact is:
Ronald Banes
500 Eastern Blvd
Suite 200
Montgomery, AL 36117
940-297-5827
Ronald.banes@fema.dhs.gov
- b. The Licensor's Point of Contact is:
Jeannie Peerson
201 East Section Ave
Foley, AL 36535
251-978-3545
Jeanie.peerson@baldwincountyal.gov

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:

A handwritten signature in blue ink, appearing to read "Billie J. Underwood", is written over a yellow rectangular background.

RONALD R BANES Digitally signed by RONALD R BANES
Date: 2020.09.28 22:53:10 -05'00'

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

Date: _____

9/30/2020

Date: _____

9/28/2020