DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
LICENSE/USE AGREEMENT – USE OF REAL PROPERTY/FACILITIES

I.   Parties:

The Parties to this License and Use Agreement ("Agreement") are the Federal Emergency Management Agency, U.S. Department of Homeland Security ("FEMA") and Tyler County ("Licensor"). FEMA and Licensor are referred to collectively in this Agreement as the "Parties."

II.   Authority:

This Agreement is authorized under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5201 (b).

III.   Purpose:

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

> Tyler County Emergency Operation Center
> 201 Veterans Way
> Woodville, TX 75979

IV.   Scope:

The Licensor will authorize FEMA the use of the premises identified above for the following purposes:

> FEMA will use the Premises as a Disaster Recovery Center (DRC) to receive members of the public for the purpose of providing information such as status of applications and general information on FEMA disaster assistance. Other Federal, State, local and voluntary organizations may also use the Premises to provide similar information on their programs.
>
> FEMA Staff and DRC visitors are permitted to access and use the parking adjacent to the Premises. FEMA staff and DRC visitors are permitted to access and use the interior premises provided by the Licensor. Operating hours will be 6:30am – 7:30pm, seven days a week.

V.   Duration:

This Agreement shall become effective upon execution, and expire no later than 8 August 2024, unless terminated prior to that date with 10 calendar days' notice being given by either party. This Agreement may be extended by mutual consent of the parties.

VI. Duties and Responsibilities:

    A. Licensor shall:

        1. At no cost to FEMA, maintain the Premises in good repair and condition, and supply utilities including heat, air conditioning, light, ventilation, sanitation, trash removal, and cleaning services during the period of this Agreement unless FEMA enters into separate agreements to provide for utility, sanitation and cleanings services;

        2. Provide FEMA with any keys, access codes, or other instruments necessary to access the Premises, as needed by FEMA, and coordinate with FEMA to assist with limiting the access of third parties;

        3. Maintain at Licensor's own expense existing electrical service, internet/Wi-Fi, and all other utilities including water and sewer for the duration of this Agreement, unless separately metered and contracted for by FEMA under separate agreements;

        4. Permit FEMA to install, if necessary, electrical and telecommunications upgrades with the approval of the Licensor, which will become the property of the Licensor upon termination of the lease and not be removed by FEMA;

        5. Permit FEMA to provide, as necessary, office furniture and equipment for its use. This property and other removable property provided by FEMA necessary to carry out the intended use of the Premises will remain FEMA property in the exclusive control and authority of FEMA in accordance with FEMA 119-7-1, and will be removed by FEMA upon termination of this agreement;

        6. Permit FEMA to make other minor alterations to the Premises such as the installation of signage, which will be removed upon termination of the Agreement; and

        7. 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 VI.A.4 above, and including the removal of any items installed in accordance with VI.A.5

and 6 above;

3. Provide for any required security or cleaning services under separate contract at FEMA expense; and

4. 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 IV of this Agreement.

VII.   Non-Fund Obligating 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 the appropriated funds. Such activity must be independently authorized by appropriate statutory authority. This Agreement does not provide such authority.

VIII. 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 legal representatives will provide the other's legal representatives with copies of any documents memorializing such claims within seven (7) calendar days of receipt. Nothing in this Agreement shall be construed as a waiver of any sovereign immunity by the United States. The Federal Tort Claims Act provides the exclusive monetary damages remedy for all allegedly wrongful or negligent acts or omissions by Federal employees within the scope of their employment.

IX.   Compliance with Applicable Law:

The Licensor shall comply with all Federal, state, and local laws applicable to either the Licensor as owner or the Premises (including, without limitation, laws applicable to construction, ownership, alterations, or operations), and the Licensor will obtain and maintain all required permits, licenses, and similar items, at no cost to FEMA.

X.   Applicable Law:

Federal law shall govern this Agreement and any dispute or claim arising from it.

XI.   Warranty for 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 the Premises for toxic material or any latent hazardous environmental conditions that could affect FEMA's intended use of the Premises. Any known hazardous environmental conditions that could affect FEMA's use of the Premises, known to the Licensor, must be disclosed to FEMA.

XII.   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.

XIII.   Points of Contact:

        a.   The FEMA Point of Contact is:
           Laurie Arterburn
           External Support Branch Director, Logistics
           800 N Loop 288
           Denton, TX 76209
           (202) 374-0163, Laurie.Arterburn@fema.dhs.gov

        b.   The Licensor's Point of Contact is:
           Tonya Sheffield
           Assistant Emergency Management Coordinator
           201 Veterans Way
           Woodville, TX 75979
           (409) 429-4418, assistantem@co.tyler.tx.us

XIV.   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.

XV.   Effective Date:

The terms of this agreement will become effective on the date of signature of the authority representatives of both parties.

XVI. Modification:

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

XVII. Approved by:

For the Licensor:

_____   _____
Name   Date
Title

For the Federal Emergency Management Agency:

_____   _____
Name   Date
Title