



FEMA

LICENSE/USE AGREEMENT

- 1. Parties.** The Parties to this Agreement are the Federal Emergency Management Agency (FEMA), Department of Homeland Security (DHS), and Hernando County, a political subdivision of the State of Florida. (Licensor)
- 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:

East Hernando Branch Library
6457 Windmere Road
Brooksville, FL 34602

FEMA shall have access to a free-standing building. FEMA shall have access to the full space within the library. FEMA shall have access to the male and female indoor restrooms. FEMA shall have access to tables and chairs provided by the library. FEMA shall have access to parking onsite.

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

FEMA will use the Premises primarily as a Disaster Recovery Center office where FEMA and the State of Florida will receive members of the public for the purpose of providing information such as the status of applications, and general information on disaster assistance programs. Other federal, state, local and voluntary organizations may also use the Premises to provide similar information on their programs.

Approximately 12 federal and 1 state employee will be occupying the facility during the following hours: 10:00am – 6:00pm, Tuesday through Saturday and 12:00pm – 8:00pm on Thursday.

- 5. Duration.** This Agreement shall become effective upon execution, and expire no later than **January 9, 2025**, unless terminated prior to that date with 10 calendar days’ notice from either party. The Agreement may be extended by mutual consent of the parties.

- 6. Duties and Responsibilities.**

- a. Licensor shall:



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- 1) At no cost to FEMA, maintain the premises in good repair and condition;
- 2) Provide FEMA with any keys 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 and any existing lighting for the duration of this Agreement;
- 4) Permit FEMA to install, as necessary: fencing, portable toilets, additional lighting, generators, temporary guard shelters, signage, modifications necessary for the accessibility for people with disabilities, and other removable property necessary to carry out the intended use of the Premises; and,
- 5) 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, including the removal of any items installed in accordance with 6a (4) 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 3 of this Agreement.
- 5) Maintain insurance coverage for itself and its employees of the types and in the amounts that it deems necessary and appropriate.

7. 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 appropriated funds. Such activity must be independently authorized by appropriate statutory authority. This Agreement does not provide such authority.



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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 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.

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

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

12. Integrated Agreement: This Agreement contains the entire agreement of the parties and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter.

13. Points of Contact.

a. The FEMA Point of Contact is:

Diamond Maldonado
Logistics Management Specialist
diamond.maldonado@fema.dhs.gov
(202) 735-4924



FEMA

The Licensor's Point of Contact is:


Cindy Loftis-Culp
Library Services Manager
cloftis-culp@co.hernando.fl.us
352-650-2199

14. **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.

15. **Effective Date.** The terms of this Agreement will become effective on the date of signature of the authority representatives of all parties.

16. **Modification.** This Agreement may be modified upon the mutual written consent of the parties.

APPROVED BY:



Jeff Rodgers
County Administrator
Hernando County, Florida

ANDREW D FRIEND Digitally signed by
ANDREW D FRIEND
Date: 2024.12.04
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Andrew Friend
Deputy Federal Coordinating Officer
Federal Emergency Management Agency
DR-4828-FL, DR-4834-FL

12/4/2024
Date: _____

ANDREW D FRIEND Digitally signed by
ANDREW D FRIEND
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