

ITEM#: 12  
DATE: 09-22-20

### **COUNCIL ACTION FORM**

**SUBJECT: THE DISASTER RECOVERY CENTER LICENSE/USE AGREEMENT BETWEEN THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AND THE CITY OF AMES**

#### **BACKGROUND:**

Story County residents affected by the August 10<sup>th</sup> derecho storm event may be eligible for Individual Assistance grant funds offered through the Federal Emergency Management Agency (FEMA). Assistance can be used to help individuals and business owners recover from the effects of the disaster. Examples of assistance include temporary housing, home repairs, medical expenses, legal services, and low-cost loans to cover uninsured property losses. Application can be made electronically as well as by regular mail and FAX. **In addition to these options, FEMA also wants to establish a temporary Disaster Recovery Center (DRC) in Story County. The purpose of the DRC is to offer Ames and Story County residents the option to submit their FEMA applications and supporting documentation in person. The DRC will be staffed with FEMA personnel who can answer questions about disaster assistance programs and scan application documents.**

On September 18, 2020, FEMA conducted a site inspection at North River Valley Park, 725 E. 13<sup>th</sup> Street, along with Keith Abraham, Parks and Recreation Director, and Story County Emergency Management staff. As a result of that inspection, FEMA wants to proceed with using the parking lot and concession building at North River Valley Park and has supplied the City with their License/Use Agreement. The Agreement has been reviewed by Legal, Risk Management, and Parks and Recreation. It is important to note that due to COVID-19, the DRC will offer drive-through service only. Residents will be expected to stay in their vehicles when visiting, and face coverings are required.

#### **ALTERNATIVES:**

1. Approve the FEMA License/Use Agreement for a temporary Disaster Recovery Center serving Ames and Story County.
2. Do not approve the FEMA License/Use Agreement.

#### **CITY MANAGER'S RECOMMENDED ACTION:**

The DRC is an important option for residents and businesses impacted by the derecho storm event. It will provide in-person service to help address questions and submit FEMA

applications for assistance. If Council approves the agreement, the anticipated opening date of the DRC is September 28, 2020.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as noted above.



**FEMA**

## LICENSE/USE AGREEMENT

1. **Parties.** The Parties to this Agreement are the Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), as Licensee and the City of Ames, Iowa (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:

North River Valley Park, 725 E 13th Street, Ames, IA 50010. FEMA will utilize the concession building and the parking lot, to set up cones for 2 lanes to register applicants and drop off documentation. Hours are Monday-Saturday from 0700 to 1900. The Mobile Communications Operation Vehicle (MCOV) will be placed in the same parking lot. FEMA will hire security for 24 hours, 7 days a week surveillance. American Disabilities Act (ADA) portable restroom(s) will be placed on the Premises and will be utilized during hours of operation.

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

Disaster Recovery Center Document Dropoff center utilizing a Mobile Communications Operating Vehicle (MCOV) to support applicant registrations.

5. **Duration.** This Agreement shall become effective upon execution and expire no later than 30 days from execution date, 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:

- 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, if necessary: Fencing, portable toilets, additional lighting, generators, temporary guard shelters, signage 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.

7. **Non-Fund Obliging 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:  
Fayne Knobbe  
Logistics Section Chief  
11224 Holmes Rd, Kansas City, MO 64131  
816-304-9651, [fayne.knobbe@fema.dhs.gov](mailto:fayne.knobbe@fema.dhs.gov)
  
- b. The Licensor's Point of Contact is:  
Keith Abraham  
City of Ames Parks and Recreation Director  
1500 Gateway Hills Park Drive  
Ames, IA 50010  
515-239-5349, [Keith.abraham@cityofames.org](mailto:Keith.abraham@cityofames.org)

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:

\_\_\_\_\_  
Keith Abraham  
City of Ames Parks and Recreation Director  
City of Ames Iowa

\_\_\_\_\_  
Fayne Knobbe  
Logistics Section Chief  
Federal Emergency Management Agency

Date: \_\_\_\_\_

Date \_\_\_\_\_