

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: December 6, 2022 [ X ] Consent [ ] Regular  
[ ] Ordinance [ ] Public Hearing

Department: Facilities Development & Operations  
Department: Public Safety

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) **Approve** a license agreement with the Federal Emergency Management Agency (FEMA) for the use of portions of the County's Hagen Ranch Road Library for FEMA to establish a Mobile Disaster Recovery Center (MDRC) for the benefit of Palm Beach County residents impacted by Hurricane Ian for a term of 60 days (Agreement); and

B) **Authorize** the County Administrator, or designee which in this case shall be the Director of the Facilities Development and Operations Department (FDO), to execute FEMA's standard form license agreement when FEMA assistance is required and where there is no fiscal impact to the County and the County Attorney's Office (CAO) has reviewed the form of agreement for legal sufficiency.

**Summary:** Staff recommends approval of the Agreement with FEMA. Under the Agreement, FEMA will establish a MDRC at the County's Hagen Ranch Road Library where Palm Beach County residents impacted by Hurricane Ian may apply for federal assistance. The Agreement has a term of 60 days and may be extended by the mutual consent of the parties. The use of the library will be at no cost to FEMA and will have no fiscal impact on the County. Staff also recommends that the FDO Director be delegated authority to sign FEMA's standard form license agreement when necessary to assist residents when there is no fiscal impact to the County and CAO has reviewed the agreement. This Agreement is exempt from the Equal Opportunity Ordinance as an agreement between government entities. The Public Safety Department supports this request. The Agreement contains non-standard liability language whereby the County and FEMA each agree to be responsible for the negligent or wrongful acts or omissions of their respective employees arising under the Agreement. FDO has requested Risk Management and County Attorney approval of the nonstandard liability provisions due to the need for this Agreement, and after advising the department accordingly, approval has been granted (FDO Admin) Countywide (MWJ)

**Background and Justification:** In order to assist County residents impacted by Hurricane Ian, the Public Safety Department identified a location, the Hagen Ranch Road Library, for FEMA to establish a MDRC where residents can apply for federal assistance. FEMA requires that the County execute its standard form license agreement in order to provide these services to County residents.

**Attachments:**

License Agreement

Recommended By: [Signature] 11/21/22  
Department Director Date

Approved By: [Signature] 11/29/22  
County Administrator Date

## II. FISCAL IMPACT ANALYSIS

**A. Five Year Summary of Fiscal Impact:**

| Fiscal Years                                   | 2023  | 2024  | 2025  | 2026  | 2027  |
|--|-------|-------|-------|-------|-------|
| Capital Expenditures                           | _____ | _____ | _____ | _____ | _____ |
| Operating Costs                                | _____ | _____ | _____ | _____ | _____ |
| External Revenues                              | _____ | _____ | _____ | _____ | _____ |
| In-Kind Match (County)                         | _____ | _____ | _____ | _____ | _____ |
| <b>NET FISCAL IMPACT*</b>                      | *     | _____ | _____ | _____ | _____ |
| <b># ADDITIONAL FTE POSITIONS (Cumulative)</b> | _____ | _____ | _____ | _____ | _____ |

Is Item Included in Current Budget:      Yes \_\_\_\_\_ No \_\_\_\_\_  
 Does this items include use of federal funds?      Yes \_\_\_\_\_ No \_\_\_\_\_

Budget Account No:    Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_ Program \_\_\_\_\_


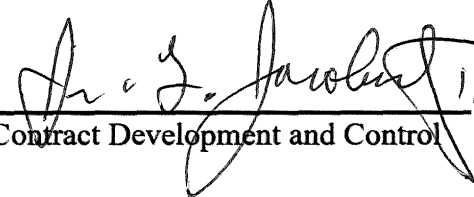
**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

\*This item has no fiscal impact.

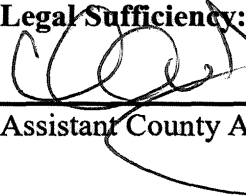
C. Departmental Fiscal Review:  \_\_\_\_\_

### III. REVIEW COMMENTS

**A. OFMB Fiscal and/or Contract Development Comments:**

|  |   |
|--|---|
| <br>_____<br>OFMB JA 11/28      ESW 11/28 | <br>_____<br>Contract Development and Control |
|--|---|

**B. Legal Sufficiency:**

  
 \_\_\_\_\_  
 Assistant County Attorney      11/29/22

**C. Other Department Review:**

  
 \_\_\_\_\_  
Digitally signed by  
Stephanie Sejnoha  
Date: 2022.11.21 12:09:40  
-05'00'  
 Department Director



**FEMA**

## LICENSE/USE AGREEMENT

**1. Parties.** The Parties to this Agreement are the Federal Emergency Management Agency (FEMA), Department of Homeland Security (DHS), and Palm Beach County (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:

Hagen Ranch Road Library located at 14350 Hagen Ranch Road, Delray Beach, FL 33446. Usage to include 3600 sq. ft. multi-purpose room, restrooms, common use areas, and adjacent parking area(s). Tables and chairs will be provided by the facility (limited supply).

**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/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. Other Federal, State, local and voluntary organizations may also use the Premises to provide similar information on their programs. Hours of operation are 09:00-18:00, 6-days per week (Monday through Saturday).

**5. Duration.** This Agreement shall become effective upon execution and expire no later than 60 days from the date of the last signature on this document, 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, 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 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 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 6a(4) above, and including the removal of any items installed in accordance with 6a(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 3 of this Agreement.

**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.

**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:  
Matthew Miller  
Logistics Chief  
636 Grand Regency Blvd., FL 33510  
202.394.8598 [matthew.m.miller@fema.dhs.gov](mailto:matthew.m.miller@fema.dhs.gov)
- b. The Licensor's Point of Contact is:  
Isami Ayala-Collazo  
Director of Facilities  
301 N. Olive Avenue, West Palm Beach, FL 33401  
531.233.1447 [iayalacollazo@pbcgov.org](mailto:iayalacollazo@pbcgov.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.

\_\_\_\_\_

Matthew M. Miller  
Logistics Chief  
Federal Emergency Management Agency

Date \_\_\_\_\_

ATTEST:  
Joseph Abruzzo, Clerk &  
Comptroller

Palm Beach County, Florida, a Political  
Subdivision of the State of Florida,  
Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor

Approved as to Legal  
Sufficiency

By: \_\_\_\_\_  
Asst. County Attorney

Approved as to Terms and  
Conditions

By: \_\_\_\_\_  
Director, Facilities Development &  
Operations