

LICENSE/USE AGREEMENT

I. Parties:

The Parties to this Agreement are the Federal Emergency Management Agency (FEMA), Department of Homeland Security, and Wendover Airport (Licensor) in Tooele County, Utah.

II. 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.

III. 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:

An area of hardstand/asphalt at 345 Airport Way, Wendover, UT 84083 that will not impede the Airport's daily functions.

IV. Scope:

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

FEMA will use this pre-identified area for a Distribution Exercise from June 1 through June 12, 2020. The State of Utah and local governments will participate. FEMA will use the Premises primarily as an Incident Support Base (ISB) where FEMA will receive and dispatch trucks and trailers with commodities to support disaster survivors. This property will remain FEMA property in the exclusive control and authority of FEMA in accordance with FEMA 119-7-1.

V. Duration:

This Agreement shall become effective upon execution, and expire no later than September 30th, 2020, 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.

VI. 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, excepting normal wear and tear, and including the removal of any items installed in accordance with provisions 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.

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 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 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.

IX. 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.

X. 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.

XI. 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.

XII. Points of Contact:

A. The FEMA Point of Contact is:

Lamont Hudson – FEMA Region VIII
Deputy Logistics Chief
Denver Federal Center Bldg. #710
Denver, CO 80225
Ph#: 303-842-4682
Email: lamont.hudson@fema.dhs.gov

B. The Licensor's Point of Contact is:

Shawn Milne – Tooele County, Utah
Tooele County Commissioner
47 South Main
Tooele, UT 84074
Ph#: 435-843-3150
Email: Smilne@tooeleco.org

XIII. 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.

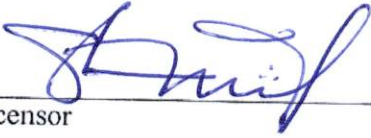
XIV. Effective Date.

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

XV. Modification.

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

XVI. Approved By:



Licensor

Licensee

Date: 24 March 2020

Date _____

Bucky Whitehouse

From: Scott Broadhead
Sent: Monday, February 10, 2020 3:06 PM
To: Bucky Whitehouse
Subject: RE: Request review of Licensure/Agreement with FEMA for use of Wendover Airfield for Emergency Drill

This looks fine legally.

From: Bucky Whitehouse <bwhitehouse@tcecm.org>
Sent: Monday, February 10, 2020 1:07 PM
To: Scott Broadhead <sbroadhead@tooeleco.org>
Cc: Rebecca Poulsen <rpoulsen@tooeleco.org>
Subject: Request review of Licensure/Agreement with FEMA for use of Wendover Airfield for Emergency Drill

Good Afternoon,

Attached is a suggest agreement from FEMA to Tooele County for the use of the Wendover Airfield in June. FEMA is interested in conducting an emergency drill to simulate delivering Commodities to Utah during an emergency. I have spoken to Lisa (Airport Manager) and the commissioners about the request. All seem to be supportive providing the agreement meets your satisfaction.

Please let me know if you have additional questions.

Thanks

Bucky Whitehouse
Emergency Services Director
Tooele County Emergency Management
15 East 100 South,
Tooele, Utah 84074
Bwhitehouse@tcecm.org
435-833-8121

