Meeting will be held in the City Council Chambers, 17145 Maumee Avenue

NOTICE OF SPECIAL MEETING

SPECIAL MEETING AGENDA

1. Roll Call

2. Authorize execution of agreement with FEMA for 17320 Mack

3. Public Comment

4. Adjournment

Guidelines for Public Comment – For Items Not on the Agenda
We welcome comments from residents. If you wish to speak, please come to the podium, state your name and address. You will have a maximum of three (3) minutes to address the Council. Council Members will listen to your concerns, but will not answer questions. If you have a question or need additional information, we will be happy to direct you to the appropriate person after the meeting. Thank you for your cooperation.
FEMA Agreement for 17320 Mack

SUMMARY: FEMA has requested use of the City of Grosse Pointe Public Safety building located at 17320 Mack Avenue for use as a Recovery Assistance Center. FEMA officials will be setting up to provide help to individuals applying for aid under the federal disaster declared for the flooding event of June 25/26.

FINANCIAL IMPACT: The City will provide use of the facility to FEMA at no cost.

RECOMMENDATION: Staff recommends authorization of execution of agreement with FEMA

REVIEWED BY: Peter Dame

PREPARED BY: John Alcorn

TITLE: City Manager

TITLE: Director of Public Safety
I. GIFT AGREEMENT AND LICENSE OF USE AGREEMENT FOR USE OF REAL PROPERTY AND/OR FACILITIES


II. PARTIES

The Parties to this Agreement are the Department of Homeland Security’s Federal Emergency Management Agency (FEMA), and City of Grosse Pointe (Donor/Licensor.)

III. CURRENT OWNERSHIP OF DONATED PROPERTY

The below described property is owned by the following entity: Grosse Pointe City. The Donor/Licensor represents that they are authorized to offer this donation to FEMA on behalf of the entity.

IV. DESCRIPTION OF DONATED PROPERTY

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

The following areas located at the Public Safety Building 17320 Mack Ave, Grosse Pointe City, 48320: upstairs breakroom, designated restrooms, washroom, 3 large bays.

INTEREST BEING TRANSFERRED/DURATION OF AGREEMENT

The donation is only for the temporary use of the Premises and the period for which the Donor/Licensor authorizes FEMA to use the Premises will start on the day the Agreement is fully executed, and expire no later than September 15, 2021, unless terminated prior to that date with 10 calendar days’ notice from either party. This Agreement may be extended by mutual consent of the parties in writing.

V. PURPOSE OF THE DONATION
FEMA desires to use, and the Donor/Licensor agrees to permit FEMA to use the above described Premises for the following purposes.

FEMA will use the Premises primarily as a Disaster Recovery Center 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. The Small Business Administration may also use the Premises with FEMA to provide similar information on its programs. The premises will be used 7 days a week between the hours of 7:00 a.m. and 7:00 p.m. (Eastern).

VI. DUTIES AND RESPONSIBILITIES

a. Donor/Licensor shall:

   i. 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;

   ii. 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;

   iii. Maintain at Licensor’s own expense existing electrical service, and all other utilities including water and sewer for the duration of this Agreement, unless as noted in subparagraph VII(a)(i) above FEMA enters into separate agreements to provide for utility services;

   iv. 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;

   v. 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;

   vi. 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

   vii. 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:

   i. Maintain the Premises in clean and orderly condition;

   ii. 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 VII(a)(iv) above, and including the removal of any items installed in accordance with VII(a)(v) and (vi) above;

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

   iv. Permit the Donor/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

Donor/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 seven (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 Donor/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

Donor/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 Donor/Licensor, must be disclosed to FEMA.

XI.  USE OF DHS SEAL/FEMA MARK AND TRADEMARKS

Donor may use FEMA’s name, not stylized and not with the DHS Seal, in factual recounting, reporting, or otherwise describing the donation as reflected in this Agreement only, including in promotional materials. Donor must not utilize FEMA’s name in such a way that expresses or implies that FEMA endorses the Donor or its products. Any other use by Donor requires the express written consent of 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:
   Jennifer R. Brewer
   External Support Branch Director
   536 S. Clark Street, Chicago, IL 60605
   C: 202-344-5404
   Jennifer.Brewer@fema.dhs.gov

b. The Donor/Licensor’s Point of Contact is:
   John Alcorn
   Chief of the Public Safety Building
   17320 Mack Grosse Pointe City
   C: 313-350-7811
   Email: alcornj@grossepointedps.org

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 all parties.

XVI. MODIFICATION

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

XVII. REPRESENTATIONS

I represent the following with respect to this donation: Nothing further.

I intend and understand that the use of the Premises is to be at no cost to the Federal Government, and hereby donate the use of the property to the Federal Government without any expectation of reimbursement for any costs or damages.

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Peter Dame

XVIII. AGENCY ACCEPTANCE

This agreement has been reviewed by FEMA Office of Chief Counsel and found to be in accordance with Federal law. As a license to use the facilities of a local government pursuant to Stafford Act §306(a), the terms of FEMA Directive: Agency Gift Acceptance #FD-306-21-0001 and FEMA Instruction #FI-306-21-0001: Accepting Gifts to the Agency do not apply.

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Maureen Cunningham

I hereby accept use of the property and any associated services described above on behalf of the Federal Emergency Management Agency.

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Scott Burgess

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