

**LICENSE AND USE AGREEMENT  
FOR THE USE OF REAL PROPERTY  
BETWEEN THE  
FEDERAL EMERGENCY MANAGEMENT AGENCY,  
U.S. DEPARTMENT OF HOMELAND SECURITY  
AND  
BRIDGEPORT PUBLIC LIBRARY AND READING ROOM**

**I. PARTIES**

The parties to this License and Use Agreement (“Agreement”) are the Federal Emergency Management Agency, U.S. Department of Homeland Security (“FEMA” or “Licensee”) and the Bridgeport Public Library and Reading Room (“Library” or “Licensor”). FEMA and Licensor are referred to collectively in this Agreement as the “Parties.”

**II. AUTHORITY**. Both Parties represent that they are fully authorized to enter into this Agreement.

A. FEMA has entered into this Agreement pursuant to the following authorities:

1. Homeland Security Act of 2002, Pub. L. No. 107-296, Title V (codified as amended at 6 U.S.C. § 311 *et seq.*); and
2. Robert T. Stafford Disaster Relief and Emergency Assistance Act, Pub. L. No. 93-288 (1974) (codified as amended at 42 U.S.C. § 5121 *et seq.*) (“Stafford Act”)

B. Licensor has entered into this Agreement pursuant to the following authorities:

1. The Library is organized by resolution of the Bridgeport Common Council adopted June 20, 1881 pursuant to enabling legislation now codified in Connecticut General Statutes §11-32, and included in Chapter 16 of the Charter of the City of Bridgeport.
2. The Directors “have exclusive control of ... the construction of any library building, and of the supervision, care and custody of the grounds, rooms or buildings constructed, leased, given or set apart for that purpose” pursuant to Connecticut General Statutes §11-33.;

**III. BACKGROUND**

A. The President declared a major disaster for the State of Connecticut on October 30, 2021 under the Robert T. Stafford Disaster Relief and Emergency Act, Pub. L. No. 93-288 (1974) (“Stafford Act”) as a result of remnants of Hurricane Ida between September 1 and 2, 2021. This declaration, designated FEMA-4629-DR-CT, authorized Individual Assistance in Fairfield and New London Counties, including the

Mashantucket Pequot Tribal Nation and the Mohegan Tribal Nation, and Hazard Mitigation in all areas of the State of Connecticut.

- B. The Governor's Authorized Representative ("GAR") has requested that FEMA provide individual assistance for individuals and households through disaster recovery centers throughout the State of Connecticut.
- C. FEMA and the Connecticut Division of Emergency Management and Homeland Security, other state agencies, and local governments will operate from and within the disaster recovery centers.
- D. FEMA, when carrying out disaster recovery assistance under Individual Assistance, is authorized to accept and utilize the services or facilities of any State or local government, or of any agency, office, or employee thereof, with the consent of such government pursuant to Section 306(a) of the Stafford Act (codified as amended at 42 U.S.C. § 5149).
- E. FEMA is requesting the use of a portion of a Library building, as detailed below, by FEMA for the purpose of establishing and operating disaster recovery centers to assist individuals affected by remnants of Hurricane Ida.

#### IV. PURPOSE

- A. Premises. FEMA desires to use and the Licensor agrees to license and permit FEMA to use only the following described portion of the Burroughs/Saden Main Library (hereinafter referred to as the "Premises") at no-cost to FEMA.

The Community Room on the first floor in the northern wing of the Burroughs/Saden Main Library, 925 Broad Street, Bridgeport, Connecticut 06604, for utilization of its large multifunction room - approximately 3,200 square feet in area and access to the first floor lobby restrooms. Existing chairs within the multifunction room are provided by the Licensor for FEMA to use.

- B. Shared Use. FEMA's use is restricted to the specific area of the Premises described in Section A above. All areas of the Premises will be for shared use between FEMA and the Licensor.

#### V. SCOPE OF USE

Licensor authorizes FEMA to 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. Other federal, state, local, and voluntary organizations may also use the Premises to provide similar information on their programs.

Disaster Recovery Center hours of operation:

Monday 10am - 6pm  
Tuesday 10am - 6pm  
Wednesday 12pm - 8pm  
Thursday 12pm - 8pm  
Friday 10am - 5pm  
Saturday 10am - 5pm  
Sunday – CLOSED

## **VI. DURATION**

- A. Effective Date. This Agreement takes effect on the date of the last signature of the Parties.
- B. Expiration. The Agreement will expire no later than 12/31/21.
- C. Termination. Either Party may terminate this Agreement at any time.
- D. Extension. The Parties may extend this Agreement pursuant to paragraph VIII.

## **VII. RESPONSIBILITIES**

- A. Licensor will perform the following responsibilities at no-cost to FEMA:
  - 1. Maintain the premises in good repair and condition;
  - 2. Provide FEMA with access to the Premises by having Library custodial staff open and close the Library, 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 the Agreement;
  - 4. Permit FEMA to install, if necessary, temporary signage and other removable property necessary to carry out the intended use of the Premises; and
  - 5. Maintain insurance for liability, arising from the wrongful or negligent acts or omissions of third parties. The risk of damage to the Library building and its contents is maintained by the City of Bridgeport.
- B. FEMA will perform the following responsibilities at no-cost to Licensor:
  - 1. Maintain the Premises in a 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 items in paragraph VII.A.4.

3. If it determines appropriate, separately contract for a specific service for the Premises such as security or cleaning services; 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 IV of this Agreement.

## **VIII. AMENDMENTS**

- A. The Parties may modify this Agreement in writing upon the mutual written consent of each Party, except as provided in Paragraph VIII.B.
- B. The Parties agree that each Party can unilaterally change the information in the Point of Contacts in Paragraph X. In such a case, the Party making the change will notify the other Party in writing of such change within two business days.

## **IX. GENERAL PROVISIONS**

- A. Personnel Using the Premises. The FEMA-provided personnel that will be using the Premises will include FEMA employees, FEMA Corps members, FEMA contractors, Department of Homeland Security (“DHS”) employees who are members of the DHS Surge Capacity Force, and other federal agency employees. The State of Connecticut and local government employees and contractors may also be using the Premises. All such personnel shall be credentialed and identified to the Library.
- B. Non-Fund Obligating Agreement. Nothing in the Agreement authorizes 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.
- C. Liability. Licensor and FEMA 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 calendar days of receipt, provide each other’s designated legal representatives copies of any documents memorializing such claims. The Federal Tort Claims Act, 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. Nothing in this Agreement may be construed as a waiver of any sovereign immunity of the United States or 44 C.F.R. § 206.208.

- D. Compliance with Applicable Law. Licensor will comply with all federal, state, and local laws applicable to Licensor as owner, or licensor, or both of the Premises (including, without limitation, laws applicable to construction, ownership, alteration or operation) and will obtain and maintain all required and permits, licenses and similar items, at no cost to FEMA.
- E. Applicable Law. Federal law will govern this Agreement and any dispute or claim arising from it.
- F. Use of Premises. Licensor is providing the Premises “AS IS”. Nothing in this Agreement will be construed to create a duty on FEMA to inspect the Premises for toxic material or any latent hazardous environmental conditions that could affect FEMA’s intended use of the Premises. Any known hazardous environmental conditions that could affect FEMA’s use of the Premises, known to the Licensor, must be disclosed to FEMA.
- G. Integrated Agreement. This Agreement contains the entire agreement of the Parties and no prior written or oral agreement, express or implied, will be admissible to contradict the provisions of this Agreement.
- H. No Restrictions on Authority. Nothing in this Agreement is intended to restrict the authority of either Party to act as provided by statute, regulation, or policy.
- I. Severability. Nothing in this Agreement is intended to conflict with current law or regulations or the directives of the Department of Homeland Security or FEMA. If a term is inconsistent with any such authority, then that term will be invalid, but the remaining terms and conditions of will remain in full force and effect. After identifying an invalid term, the Parties will accomplish any necessary changes to address that term either by an amendment to the Agreement or by executing a new agreement.

**X. POINTS OF CONTACT**

- A. The FEMA Point of Contact is as follows:

James Funk  
Logistics External Support Branch Director  
FEMA Region 1  
175 Addison Rd Suite 7B, Windsor, CT 06095  
(202) 763-8262  
[James.Funk@fema.dhs.gov](mailto:James.Funk@fema.dhs.gov)

- B. The Licensor Point of Contact is as follows:

Elaine Braithwaite  
City Librarian  
Bridgeport Public Library and Reading Room

925 Broad Street  
Bridgeport, CT 06604  
(203) 576-4000 ext 430  
ebraithwaite@bridgeportpubliclibrary.org

**XI. COUNTERPART AND ELECTRONIC SIGNATURES**

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together will constitute one and the same instrument. In the event that any signature is delivered by electronic mail (e-mail) in the form of a .pdf format data file, such signature will create a valid and binding obligation of the Party executing with the same force and effect as if such e-mailed or .pdf signature page were an original thereof.

**APPROVED BY:**

**FEDERAL EMERGENCY MANAGEMENT AGENCY**

\_\_\_\_\_  
Robert Fogel  
Federal Coordinating Officer

\_\_\_\_\_  
Date

**BRIDGEPORT PUBLIC LIBRARY AND READING ROOM**

\_\_\_\_\_  
Elaine Braithwaite  
**City Librarian**

\_\_\_\_\_  
Date