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State of New Hampshire

DEPARTMENT OF SAFETY
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RICHARD C. BAILEY, JR.
ASSISTANT COMMISSIONER

EDDIE EDWARDS
ASSISTANT COMMISSIONER

ROBERT L. QUINN
COMMISSIONER

November 29, 2022

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Pursuant to RSA 21-P:43, the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) requests retroactive authorization to enter into a no cost License/Use Agreement (LUA) with the Federal Emergency Management Agency (FEMA), to allow FEMA personnel access to utilize HSEM's leased space at 25 Triangle Park Drive. Effective upon Governor and Council approval for the period of November 15, 2022 through May 15, 2023.

EXPLANATION

This agreement is retroactive because FEMA personnel remain on-site and continue to assist HSEM during this transition period. FEMA originally leased the premises at 25 Triangle Park Drive as their Joint Field Office to work with HSEM on the Public Assistance Grant Program, Hazard Mitigation Grant Program, and other recovery operations for current presidentially declared disasters. FEMA's lease expired on November 14, 2022 and HSEM was able to enter into a lease agreement for some of that same space starting on November 15, 2022.

FEMA will continue to use the premises primarily to assist with administering and conducting Public Assistance Grant Program, Hazard Mitigation Grant Program, and other recovery operations for declared disasters at no additional costs to either FEMA or HSEM.

Respectfully Submitted,

Robert L. Quinn
Commissioner of Safety



FEMA

LICENSE/USE AGREEMENT

1. **Parties.** The Parties to this Agreement are the Department of Homeland Security / Federal Emergency Management Agency (FEMA or Licensee) and New Hampshire Homeland Security and Emergency Management (NHHSEM or 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. §§ 5201(b).

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:

Center at Triangle Park, Inc.
25 Triangle Park Dr.
Concord, NH 03301

Specifically, NHHSEM leased spaced within these premises which consists of the first floor of a two-story building with an adjacent parking lot, including meeting rooms, communal office space(s), server room, storage areas, kitchen, breakroom, and restrooms. These spaces shall all be open to shared use by FEMA and NHHSEM.

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

FEMA will use the Premises primarily for FEMA personnel to administer and conduct Public Assistance, Hazard Mitigation Grant Program, and other recovery operations for declared disasters FEMA-DR-4622-NH and FEMA-DR-4624-NH.

5. **Duration.** This Agreement shall become effective on November 15th, 2022, or upon execution, whichever is later, and expire no later than May 15th, 2023, unless terminated prior to that date with 10 calendar days' notice being given by either Party. This 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 utilities, sanitation, cleaning, or other similar 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 will 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 and within the exclusive control and authority of FEMA in accordance with FEMA Directive 119-7, *Personal Property Asset Management Program*, Rev. 3 (Nov. 20, 2020), 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 Premises, 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's use and occupancy, excepting normal wear and tear, excluding upgrades made in accordance with paragraph 6.a.4 above, and including the removal of any items installed in accordance with 6.a.5 and 6.a.6 above;

3) 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 Obligor 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 with 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 all 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) and will obtain and maintain all required and permits, licenses and similar items, at no cost to FEMA.

10. **Applicable Law.** Federal law shall govern this Agreement and any dispute or claim arising from it.

11. **Warranty for 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 hazardous environmental conditions which could affect FEMA’s intended use of the Premises. Any known environmental conditions that could affect FEMA’s use of the Premises, known to the Licensor, must be disclosed to FEMA.

12. **Integrated Agreement:** This Agreement contains the entire agreement of the Parties and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter. No agreement outside of this document can alter these provisions.

13. **Points of Contact.**

a. The FEMA Point of Contact is:

James Funk
Deputy Logistics Section Chief, Response Division
FEMA Region I
63 Old Marlboro Road
Maynard, MA 01754
Phone: (202) 763-8262
Email: james.funk@fema.dhs.gov

b. The Licensor's Point of Contact is:


Vanessa Urango
Chief of Mitigation and Recovery & State Coordinating Officer
New Hampshire Department of Safety
Homeland Security and Emergency Management
25 Triangle Park Drive
Concord, NH 03301
Phone: (603) 931-0309
Email: vanesa.e.urango@dos.nh.gov

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 authorized representatives of both Parties.

15. **Modification.** This Agreement may be modified upon the mutual written consent of the Parties.

APPROVED BY:



Steven R. Lavoie
Director of Administration
NH Department of Safety

Date: 11/29/22

WILLIAM F
ROY

Digitally signed by
WILLIAM F ROY
Date: 2022.11.30
08:50:15 -05'00'

William F. Roy
Federal Coordinating Officer
FEMA Region 1

Date _____