



FEMA



**Agreement Between  
The Federal Emergency Management Agency and  
the National Council on Independent Living for Access to a Disaster  
Recovery Center (DRC) to Offer Disaster Assistance Services**

**THIS AGREEMENT** made and entered into the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Federal Emergency Management Agency (hereinafter “FEMA”), and the National Council on Independent Living for access to a FEMA Disaster Recovery Center (DRC).

**WHEREAS**, in States that sustain damage of sufficient severity and magnitude as to warrant a Individual Assistance declaration by the President of a major disaster or emergency pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121-5206 (hereinafter “Stafford Act”);

**WHEREAS**, Title 44 CFR 206.42 authorizes the Federal Coordinating Officer (FCO) to establish a DRC as necessary to coordinate and monitor assistance programs, disseminate information, accept applications, and counsel individuals, families and businesses concerning available assistance;

**WHEREAS**, the National Council on Independent Living, or entities acting on its behalf, as a National Disaster Assistance Recovery Partner, is granted access as necessary and appropriate to all DRCs operated under the authority of FEMA; and

**WHEREAS**, the National Council on Independent Living, understands that access and conduct in a DRC is governed by the *U.S. General Services Administration (GSA) Rules and Regulations Governing Conduct on Federal Property*, November 2005 (attached), and any supplementary direction issued by the FCO for conduct at a DRC based on known or perceived safety and security threats.



# FEMA



## NOW, THEREFORE:

1. FEMA hereby agrees to provide, as necessary and appropriate, DRC access to the National Council on Independent Living for the purpose of offering Disaster Assistance Services to individuals and households and to provide the National Council on Independent Living senior managers, through coordination with FEMA's Individual Assistance Branch Director or designee, access to the Joint Field Office for appropriate meetings related only to issues in this Agreement and coordination.
2. FEMA hereby agrees to provide the National Council on Independent Living a twenty-four hour notice, when feasible, before changing the days or hours of operation for the DRC, to include closing of the DRC.
3. National Council on Independent Living hereby agrees to abide by the *U.S. General Services Administration (GSA) Rules and Regulations Governing Conduct on Federal Property*, November 2005 (attached), and any supplementary direction issued by the FCO for conduct at the DRC based on known or perceived safety and security threats.
4. National Council on Independent Living hereby agrees that access to the DRC will be limited to the posted days and hours of operations.
5. National Council on Independent Living hereby agrees not to deny service, financial aid, or other benefit to an individual or household which is different, or is provided in a different manner, from that provided to others on the grounds of race, color, age, national origin or qualified disability.
6. National Council on Independent Living and the National Council on Independent Living membership organizations identified for a specific area hereby agrees to hold harmless and indemnify the United States and FEMA and be responsible for any and all claims of causes of action, including any judgment action, debt, liability costs and attorney's fees or any other request for moneys of any type arising from the disaster services they offered to individuals and households.
7. National Council on Independent Living hereby agrees that their services in the facility may be revoked at any time by FEMA for any violation of the terms of this Agreement.
8. This Agreement **CAN ONLY** be modified at the national level.

