

Memorandum of Understanding

Between the Federal Emergency Management Agency/Department of Homeland Security and the City of Minot

I. Parties

The Parties to this "Memorandum of Understanding" (hereinafter "MOU") are the Federal Emergency Management Agency/Department of Homeland Security (hereinafter "FEMA") and the City of Minot (hereinafter "City").

II. Authority

This MOU is authorized under the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121-5208 (June 2007).

III. Purpose

The purpose of this MOU is to allow FEMA and other agencies of the U.S. Government (or agency contractors) access to the City's property for the purpose of installation and use of a FEMA managed Responder Support Camp (hereinafter "RSC"); to ensure the respective parties' understanding and acknowledgement of the use requirements; and to provide for return of the property to the City upon the termination of this agreement.

IV. Location

Attached as Appendix A is a map of the City's property where the Responder Support Camp will be located. The Responder Support Camp will occupy the portion outlined on the map. The Responder Support Camp will be installed and located between the following points:

Northwest Corner of Site:	N 48.24662 W -101.234977
Northeast Corner of Site:	N 48.246633 W -101.231362
Southwest Corner of Site:	N 48.245290 W -101.234848
Southeast Corner of Site:	N 48.245304 W -101.231308

V. Rent

The City will not charge and FEMA will not be liable for rent for access to and use of the above referenced property.

VI. Use

FEMA (including its agents, employees, and contractors) may install equipment and fixtures and make modifications to the property as necessary for use of the property as a Responder Support Camp. This FEMA

directed Responder Support Camp will provide support to federal, state and local responders as well as contractors supporting FEMA's response to FEMA 1981-DR-ND. This Responder Support Camp may also house personnel sponsored by members of the National Voluntary Organizations Active in Disaster (NVOAD) assisting with these disaster responses.

FEMA will maintain the property in a clean and orderly condition and will surrender the property as is unless a joint decision is reached between the Parties to return the property to its original condition.

VII. Access

FEMA will have access to and use of the property twenty-four hours a day, seven days a week. With the exception of law enforcement, all access, occupancy and use of the RSC will be at the sole discretion of FEMA throughout the duration of this agreement.

VIII. Security

FEMA will provide all necessary security for the property including but not limited to armed guards and fencing, as required.

All persons staying at the Responder Support Camp must meet FEMA security requirements. NVOAD member personnel must have fingerprints on file and meet badging requirements. All should be at least 18 years old.

IX. Utilities

FEMA will be responsible for installation of any necessary utilities. FEMA is also responsible for paying the cost to install and maintain telecommunication lines used for FEMA operations.

X. Maintenance

FEMA will provide necessary maintenance and cleaning services to the property at no cost to the City.

XI. Term

The term of this Agreement will commence on July __, 2011 and remain in effect through December 31, 2011 unless terminated sooner by FEMA with thirty (30) days written notice. This Agreement may be extended by written agreement of both parties.

XII. All correspondence and notices shall be addressed as follows.

If to FEMA:

Vince Johnson
Logistics Chief
FEMA DR-1981-ND
600 S. 2nd Street
Bismarck, North Dakota 58504

If to the City:

NAME
ADDRESS
CITY /STATE/ZIP

XIII. Hold Harmless

The parties agree to be responsible for the negligent or wrongful acts or omissions of their respective employees. Congress has provided that the exclusive remedy for common law torts committed by employees of the U.S. Government, acting within the scope of their employment, shall be an action against the United States under the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b), 2671-2680.

XIV. Applicable Law

Federal law and the laws of the State of North Dakota shall govern this MOU. Disputes regarding this MOU shall be subject to the Federal Contract Disputes Act.

XV. Modifications

This MOU may be modified upon written agreement of the Parties.

XVI. Other Provisions

Nothing in this MOU is intended to conflict with current law or regulation or the Directives of DHS or FEMA. If a term of this MOU is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.

XVII. Non-Fund Obligating Agreement

Nothing in this agreement shall authorize either party to obligate or transfer any funds. Any specific work or activity that involves the transfer of funds, services, or property among the parties will require execution of a separate agreement, and will be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This agreement does not provide such authority.

Agency Approvals

Willie G. Nunn
Federal Coordinating Officer
DR-1981/1986-ND & EM-3318-ND
Federal Emergency Management Agency

Date

Curt Zimbelman
Mayor
City of Minot

Date