



FLOYD COUNTY BOARD OF EDUCATION  
Tonya Horne-Williams, Superintendent  
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Eastern, KY 41622  
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William Newsome, Jr., Board Chair - District 3  
Linda C. Gearheart, Vice-Chair - District 1  
Dr. Chandra Varia, Member- District 2  
Keith Smallwood, Member - District 4  
Steve Slone, Member - District 5

**Consent Agenda Item (Action Item):**

Consider Approval the use of the Central Office (Old ACHS) Gymnasium by Federal Emergency Management Agency (FEMA) beginning Monday, March 3, 2025 until no longer needed.

**Applicable State or Regulations:**

KRS 160.190 Duties and powers of the Board: 01.11. Facility use must have Board of Education approval.

**Fiscal/Budgetary Impact:**

There will be no fiscal or budgetary impact on the Floyd County Board of Education.

**History/Background:**

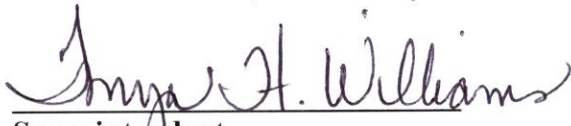
FEMA will use the premises primarily as a Disaster Recovery Center office where they will see members of the public for the purpose of providing information such as the status of applications, and general information on FEMA disaster assistance. Other Federal, State, local and voluntary organizations may also use the premises to provide similar information on their programs.

**Recommended Action:**

Approve request as presented for use of the Central Office (Old ACHS) Gymnasium by Federal Emergency Management Agency (FEMA) beginning Monday, March 3, 2025 until no longer needed.

**Contact Person(s):**

Tonya Horne-Williams, Superintendent  
Thomas Gearheart, Chief Safety Officer

  
Superintendent

**Date:**

March 3, 2025



**FEMA**

## LICENSE/USE AGREEMENT

1. **Parties.** The Parties to this Agreement are the Federal Emergency Management Agency (FEMA), Department of Homeland Security (DHS), and Floyd County Board of Education (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. §§ 5121-5207, et seq.

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:

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FEMA shall have access to the Atrium area within the Board Extension building, approximately 3,200 sqft, for operational use within the free-standing premises. FEMA shall have access to tables and chairs provided by the premises. FEMA shall have access to indoor male and female restrooms. Parking shall be available on site for FEMA employees and members of the Public. FEMA shall have access to Wi-Fi services provided by the premises and shall place IT connectivity devices within the premises for operational use.

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

FEMA will use the Premises primarily as a Disaster Recovery Center office 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. Federal and State employees will be occupying the facility during the following hours: 0700 – 1900 Sunday - Saturday. (Subject to change if coordinated with Licensor)

5. **Duration.** This Agreement shall become effective upon execution and expire no later than 19 April 2025, 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.

## 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 utility, sanitation and 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) It's essential that that if wireless internet is available, the usage will be provided at no cost to FEMA. Licensor shall permit FEMA to install, if necessary, electrical and telecommunications upgrades and all other modifications necessary for the accessibility for people with disabilities with the approval of the Licensor, which will become the property of the Licensor upon termination of this Agreement and 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 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;
- 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 use and occupancy, excepting normal wear and tear, excluding upgrades made in accordance with paragraph 6a (4) above, and including the removal of any items installed in accordance with 6a (5) and (6) above;

- 3) Provide for any required security under separate contract at FEMA expense; 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 3 of this Agreement.

**7. Non-Fund Obligating Agreement.** Nothing in this 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 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.

**9. Compliance with Applicable Law:** The Licensor shall comply with all Federal, state, and local laws applicable to either the Licensor as owner or the Premises (including, without limitation, laws applicable to construction, ownership, alterations, or operations), and the Licensor will obtain and maintain all required 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 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 hazardous environmental conditions which 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.

13. **Points of Contact.**


- a. The FEMA Point of Contact is:  
Diamond Maldonado  
Logistics Management Specialist  
202-735-4924 | Diamond.maldonado@fema.dhs.gov
- b. The Licensor's Point of Contact is:  
Linda Hackworth  
Facilities  
606-226-5673 | linda.hackworth@floyd.kyschools.us

14. **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.

15. **Effective Date.** The terms of this Agreement will become effective on the date of signature of the authority representatives of all parties.

16. **Modification.** This Agreement may be modified upon the mutual written consent of the parties.

APPROVED BY:

  
\_\_\_\_\_  
Tonya Williams  
Superintendent

\_\_\_\_\_  
Andrew Friend  
Federal Coordinating Officer  
Federal Emergency Management Agency

Date: 2-27-25

Date: \_\_\_\_\_